

1. Preamble

- 1.1 Force Technology, company reg. (CVR) no. 55117314, is a government-approved research and technology organisation ("RTO Institute"), registered under Danish law and having its address at Park Allé 345, 2605 Brøndby, Denmark.
- 1.2 For the purpose, of these general conditions (the "Conditions"), "Customer" shall mean the party with whom Force Technology (hereinafter "Force") enters, into a contractual relationship.
- 1.3 The Customer and Force are collectively referred to as the "Parties" and individually as a "Party".
- 1.4 The Parties shall prepare a written agreement (the "Agreement") describing the deliverables to be provided by Force under the Agreement (the "Deliverable"). The Deliverable consists of the delivery of physical products, including machinery, devices and appliances, material, hardware, spare parts, etc. ("Products"), as well as other services including installation, changes, modification, repairs, maintenance, and inspection ("Services") to the extent set out in the Agreement. The 'Agreement' includes Force's quotation, with these General Conditions and Conditions attached, the Customer's purchase Order, Force's Order Confirmation, Force's Code of Conduct, and, if relevant, Force's Personal Data Policy. In case of discrepancies between the Agreement documents, Force's Order Confirmation shall prevail, after which the documents shall prevail in the order listed above.
- 1.5 Consultancy services shall not form part of the Service unless explicitly stated in the Agreement.
- 1.6 These Conditions form an integral part of our services, and acceptance of these Conditions is a prerequisite for the validity of Force's Order Confirmation and the prices stated therein, regardless of any submission of the Customer's own terms, which will subsequently be considered invalid. In order, to be valid, any derogation from or amendment to the Conditions shall be agreed in writing between the Parties.
- 1.7 Any documents supplied by the Customer (e.g., specifications, plans, designs, models, or the like) are of key importance to Force's provision of the Deliverable. The Customer is responsible for the accuracy, technical relevance, and completeness of the contents. Force is not obliged to verify such documents beyond their contents.

2. Offer

- 2.1 Force's offer is valid for a period of thirty (30) calendar days, unless otherwise agreed in writing between the Parties.

3. Force's obligations

- 3.1 Force shall provide the Deliverable in accordance with the description stipulated in the Agreement or where said description is not stipulated vaguely in the Agreement – in accordance with Force's usual practice.
- 3.2 Force shall provide the Deliverable in a professional manner and using appropriate materials.
- 3.3 Products shall be delivered as stipulated in the Agreement and in accordance with the time schedule. Where the Parties have not agreed on a time schedule in writing, Force shall deliver the Products to the best of its ability without a specified date of delivery.
- 3.4 Any Services shall be performed at the same address at which the Products were delivered.

4. Customer's obligations

- 4.1 "Place of Delivery" shall mean areas in which the Deliverable shall be delivered, including as much of the surrounding areas as is required for unloading, storage, internal transport, and installation of the Deliverable.
- 4.2 The Customer shall:
 - a) Comply with the obligations following from the Agreement;
 - b) make any necessary information available and instruct Force in accordance with the agreed time schedule in order to ensure that Force may provide the Deliverable in accordance with the time schedule;
 - c) obtain the licences, permits and authorisations necessary for receiving the Deliverable in accordance with applicable regulation, including sanctions and export controls;
 - d) make all necessary staff available, ensure that Force has the necessary access to the Place of Delivery at the agreed times and ensure that Force's employees have adequate security clearance to the extent necessary;
 - e) comply with Force's instructions and policies applicable to the delivery of the Deliverable.
- 4.3 The Customer shall ensure that the Place of Delivery has been prepared for receipt of the Deliverable in due time and that conditions at the Place of Delivery are as may reasonably be expected, such that the Deliverable may be delivered without any interruption until delivery is completed. This includes, e.g., compliance with the required security clearances and providing access to power, air conditioning, LAN, etc. to the extent necessary etc.

5. Health and safety at work

- 5.1 Prior to the commencement of the performance of the Services, the Customer shall inform Force in writing of any applicable and relevant security requirements. The Services shall not be performed in unhealthy or hazardous surroundings.

- 5.2 The Customer guarantees safe working conditions, including sufficient and correct instruction of Force's employees at the Place of Delivery.
- 5.3 Unless the Parties explicitly have agreed otherwise in the Agreement, the Customer shall make available an appropriate number of engineers/technicians, local transport, cranes, transport, lifting, towing, and docking equipment together with power and similar supplies to the extent necessary for the purpose of Force's performance of Services at the Place of Delivery.
- 5.4 If Force's employees independently assess that the performance of the work poses a health or safety risk to Force's employees or otherwise prevents the safe performance of the work, Force's employees may at any time cease working without Force nor Force's employees incurring any liability in that respect towards the Customer.

6. Working conditions

- 6.1 The Customer shall ensure that Force's staff will be able to commence the work in accordance with the agreed time schedule within normal working hours as well as outside normal working hours to the extent deemed necessary by Force.
- 6.2 Force's staff shall be able to obtain appropriate and convenient board and lodging in the vicinity of the Place of Delivery.
- 6.3 The Customer shall reimburse Force for any expenses incurred in connection with travel to and from the Place of Delivery, board and lodging and other facilities in accordance with clause 6.2.
- 6.4 The Customer shall, at no cost to Force, make available storage facilities at the Place of Delivery to the extent necessary and safeguard the items stored (including Products, tools, and equipment necessary for providing the Deliverable, and Force staff's personal items) against theft, deterioration, and accidental destruction.

7. Price

- 7.1 Unless the Parties explicitly have agreed otherwise in the Agreement, the price for the Deliverable shall be determined on the basis, of the prices of Force applicable from time to time
- 7.2 Force may adjust its prices once annually as of January 1st in accordance with Statistics Denmark's net price index. In addition, Force may implement extraordinary price adjustments if significant changes occur in external conditions that have a direct impact on Force's cost base, including but not limited to pandemics, acts of war, international crises, substantial increases in energy prices, changes in currency conditions, or legislative measures.
- 7.3 If the price of the Deliverable wholly or partly was determined on a time-spent basis and exceeds the price offered and/or estimated by up to ten per cent (10%) of the estimated price, Force reserves the right to invoice that amount without prior notice.
- 7.4 If no prices have been agreed between the Parties, Force will determine its prices in accordance with Force's applicable hourly rates at the time of provision of the Deliverable.
- 7.5 Unless otherwise provided in the Agreement, all prices are stated exclusive of:
 - a) Taxes and duties, including VAT and customs duty;
 - b) Any expenses or fees in connection with packaging, handling, insurance, and transport of goods which will be invoiced separately to the Customer.

8. Payment terms

- 8.1 Unless the Parties explicitly have agreed otherwise in the Agreement, the Customer must comply with the following payment terms:
 - a) The Customer's payment date is thirty (30) calendar days calculated from the date of invoice, unless the Parties have agreed upon a payment plan and/or a prepayment, then the Customer's payment date is five (5) calendar days.
 - b) Payment must be made to the bank account designated by Force
 - c) The Customer must pay all amounts due under the Agreement. The Customer is not entitled to effect offsetting, deduct counterclaims, or exercise any lien in amounts due.
- 8.2 In the event of late payment, the Customer must pay interest to Force of two per cent (2%) per month of the amount due until payment is made.
- 8.3 In the event of the Customer's failure to comply with the payment terms, Force will, without incurring any liability in that respect, be entitled to suspend the performance of its obligations under the Agreement until the Customer has complied with the payment terms. Suspending the performance also includes retention of the Service including, but not limited to, reports etc.
- 8.4 The provisions of this clause do not restrict Force's other rights or remedies for breach.
- 8.5 Force reserves the right to offset any outstanding payments in the event of disputes in relation to the Agreement and/or other agreements with the Customer.

9. Delivery

- 9.1 Unless the Parties explicitly have agreed otherwise in the Agreement, delivery from Force shall be Ex Works (EXW

(Incoterms 2020)). If the Customer fails to arrange transportation within 48 hours after Force has notified that the equipment is ready for pickup, Force reserves the right to arrange transportation at the Customer's expense and risk.

- 9.2 The Customer's delivery to Force shall be Delivered at Place Unloaded (DPU (Incoterms 2020)). If the selected freight company does not bring the necessary equipment or materials for unloading, Force can provide assistance with the unloading at the Customer's expense and risk.
- 9.3 Dates of delivery specified in the Agreement are indicative only. Force will take any measures necessary to accommodate such dates, but Force is not liable for any delayed delivery, irrespective of whether the delay is due to Force Majeure or other reasons.
- 9.4 If Force realises that delivery will be delayed, Force shall as soon as practically possible, notify the Customer of the reason for the delay and the expected duration of the delay.
- 9.5 Force is not liable for any delays resulting from the failure of sub-suppliers to make timely delivery, provided, that Force is able to document that such delays are due to sub-suppliers' non-delivery, including, but not limited to, lack of delivery of original spare parts, sub-suppliers' bankruptcy, etc.

10. Invoicing

- 10.1 If the Deliverable is delivered Ex Works (Incoterms 2020) in accordance with clause 9.1, the Customer shall make payment in accordance with the following payment schedule:
 - a) Thirty per cent (30%) of the fixed or estimated price seven (7) calendar days after signing of the Agreement payment for such Extra Works.
 - b) Thirty per cent (30 %) of the fixed or estimated price at the date falling midway between the signing of the Agreement and the date of delivery.
 - c) Forty per cent (40%) of the fixed or estimated price at the Date of Delivery.
- 10.2 If Force in accordance with the Agreement is to carry out the installation as part of the Deliverable, the Customer's payment shall be made in accordance with the following payment schedule:
 - a) Thirty per cent (30%) of the fixed or estimated price seven (7) calendar days after signing of the Agreement.
 - b) Thirty per cent (30 %) of the fixed or estimated price at the date falling midway between the signing of the Agreement and agreed date of dispatch of the Products to be installed.
 - c) Thirty per cent (30%) of the fixed or estimated price at the Date of Delivery.
 - d) The remaining part of the fixed or estimated price shall be paid on issuance of the SAT certificate, but not later than ten (10) calendar days after the performance of an undisputed SAT.

11. Extra work

- 11.1 "Extra Work" shall mean Services provided in connection with or in addition to the Agreement or work derogating from what was agreed under the Agreement.
- 11.2 The Customer may request alterations to the scope, quality, design, and composition of the Service originally agreed ("Alterations") until the Products have been delivered. Such requests shall include an exact description of the Alteration in question.
- 11.3 Within a reasonable time of receipt of a request for Alteration, cf. clause 11.2 above, Force shall inform the Customer in writing of whether and how the Alteration may be executed, specifying the price of the Alteration, the time schedule for the Alteration and any other amendments to the Agreement.
- 11.4 Where Force is to perform Extra Works, Force will be entitled to both
 - a) an extension of time to the extent deemed necessary by Force and,
 - b) payment for such Extra Works.
- 11.5 Force is not obliged to execute Alterations until the Parties have agreed on how such Alteration will affect the price, the time schedule, and other terms of the Agreement.
- 11.6 The Customer is liable for any costs and expenses due to Extra Works and/or Alterations unless the Parties explicitly have agreed otherwise.

12. FAT

- 12.1 "FAT" shall mean Force's internal factory acceptance test performed at the location where the Product was produced, in accordance with Force's usual processes and procedures.
- 12.2 As part of its internal quality assurance, Force may subject the Product to an FAT.
- 12.3 Force shall, within one (1) week prior to the performance of the FAT, inform the Customer that such FAT will be performed. The Customer may, for its own account, participate as an observer in the FAT. If the Customer approves the Product during such FAT, the Customer shall be prevented from rejecting the Product during a subsequent SAT, always provided that the quality and the function of the Product is unchanged in relation to the FAT.

13. SAT

- 13.1 "SAT" shall mean the site acceptance test performed in accordance with Force's usual practice and procedures
- 13.2 This clause 13 shall apply only to the extent the Parties have explicitly agreed to perform an SAT.
- 13.3 An SAT shall be performed after the Product has been installed to determine whether the Product conforms to contract. Force shall with reasonable written notice inform the Customer of when the Product is ready for SAT, including information on when Force's staff and other assistance necessary to perform the SAT are ready. Force shall pay all costs for its own staff.
- 13.4 If, after having received notice thereof, the Customer fails to meet its obligations in connection with an SAT or otherwise prevents the SAT from being performed as scheduled, the SAT shall be deemed to have been successfully completed on the date stated in Force's notice to the Customer, cf. clause 13.3 above.
- 13.5 SAT shall be performed within normal working hours in accordance with Force's procedures. Force's procedures are available on request.
- 13.6 The Parties shall prepare written documentation of the SAT and the outcome thereof.
- 13.7 If a completed SAT shows that the Product is not conforming to contract, the Parties shall prepare written documentation of the requirements not met on the completion of an SAT. Any outstanding works and defects with no material impact on the use of the Deliverable shall not prevent an SAT from being considered, to be completed. Force shall perform any material outstanding works and remedy any defects without undue delay. Once such defects have been remedied in a satisfactory manner, the SAT shall be deemed to be successfully completed. A new (full or partial) SAT shall be carried out only, if necessary, to substantiate that the defects have been remedied.
- 13.8 The Customer shall be responsible for the Place of Delivery and equipment as well as for any damage or injury occurring at the Place of Delivery, except for damage or injury occurring as a result, of gross negligence or intent on the part of Force's staff.
- 13.9 Force will be entitled to perform such inspections, including investigations, measurements, and observations, at the Place of Delivery at an appropriate time before and after an SAT as Force deems necessary for the performance of an SAT. Force shall inform the Customer of such measures and of the time and nature thereof well before taking such measures.

14. Acceptance

- 14.1 The risk of deterioration or accidental destruction of the Deliverable passes to the Customer at the time of acceptance.
- 14.2 Except for any obligations to be met after acceptance under the Agreement, the Deliverable shall be deemed to have been provided when the Customer has accepted the Product. The Customer shall be deemed to accept the Product (i) in accordance with Ex Works (Incoterms 2020) or, if otherwise agreed, (ii) when SAT has been successfully completed, including in situations falling within the scope of 13.4.
- 14.3 To the extent training is part of the Deliverable, such training may be provided after acceptance without preventing acceptance.
- 14.4 The Customer shall not commission the Product or other parts of the Deliverable prior to acceptance. Should the Customer do so without the prior consent of Force, acceptance shall be deemed to have occurred, and Force shall be released from its obligation to perform an SAT and any other acceptance test.
- 14.5 The Customer shall, within five (5) calendar days of completion of an SAT, issue a certificate stating the date of acceptance in accordance with clause 13 and this clause 14. Where Force has not been provided with such certificate or a substantiated objection to acceptance within five (5) calendar days of completion of an SAT, such SAT shall be deemed to have been successfully completed, and the warranty period shall commence. Any failure by the Customer to issue a certificate shall not affect acceptance under this clause 14.

15. Software license

- 15.1 Force's software (including Boot ROM code), any third-party software, documentation, interface, content, font, and any other data linked to such license, whether pre-installed on Force's hardware, on a hard disk, embedded in ROM, on any other medium or in any other form (collectively the "Software") are licensed – not sold – to the Customer by Force exclusively for the Customer's use and in accordance with the Agreement.
- 15.2 Unless otherwise provided in the Agreement, the Customer is granted a non-exclusive, non-transferable, non-sublicensable, revocable license for use of the Software in connection with use of the Deliverable.
- 15.3 The Customer may use the Software on the hardware specified in the Agreement.
- 15.4 The Customer shall use the Software only in accordance with the instructions given in the user manual and only in connection with use of the Deliverable.
- 15.5 The Customer shall not independently decompile, reverse engineer, disassemble, attempt to derive the source code, encrypt, modify, or create derivative works of the Software, nor enable others to do so.
- 15.6 The Customer acknowledges that the Software constitutes a valuable intellectual property right and guarantees that the Customer will take all reasonable measures to prevent unauthorised access to or any sharing of the Software.

16. Warranty

- 16.1 The Customer has a duty of inspection to be performed immediately after the Customer's receipt of the Deliverable.
- 16.2 Force grants a warranty for defects in the physical Product caused by design, material, or faulty workmanship, provided that the Product is used in accordance with the specifications provided by Force.
- 16.3 Force's liability for defects is limited to defects which existed at the time of delivery and become known within twelve (12) months of acceptance (the "Warranty Period"). The Warranty Period for repairs and spare parts is twelve (12) months from the date when the repair was done, or the part was replaced. The Warranty Period shall not in aggregate exceed twenty-four (24) months from the date of acceptance of the Deliverable, irrespective of when the repair or the replacement of spare parts was carried out.
- 16.4 In the event of defects, the Customer shall, if the Customer wishes to invoke the warranty, immediately notify Force thereof in writing, stating the exact nature of the defect. If notice of defect is received during the warranty period concerning a defect for which Force is liable, Force will at its discretion:
 - a) repair the defective Product or the part of the Product which is defective (in situ); or
 - b) arrange for the defective Product or part to be returned to Force for repair; or
 - c) redeliver the defective Product or part; or
 - d) deliver the spare parts necessary for enabling the Customer to perform the necessary repairs for the account of Force; or
 - e) refund any amounts paid by the Customer for the Deliverable on a pro rata basis. In the event of a refund, the Customer shall return the Deliverable to Force in accordance with Force's instructions and for the account and risk of Force
- 16.5 If Force has received a defective Product or part for redelivery or repair, the Customer shall pay any transport costs and bear the transport risk.
- 16.6 The warranty set out in clause 16.2 shall not apply:
 - a) if the defect is attributable to ordinary wear and tear;
 - b) if unauthorised repairs, changes or modifications have been made to the physical Products, or if they have otherwise been misused;
 - c) in the event of incorrect installation or connection;
 - d) in the event of non-compliance with maintenance requirements set out in the Product manual or other inadequate maintenance; or
 - e) if the defect is attributable to the Customer's failure to take reasonable measures in respect of storage of the Deliverable
- 16.7 Force does not guarantee that the Product as a whole (including software, firmware, and hardware) is free of any defects or may be used without interruption.
- 16.8 If special components are used, the warranty period for such components will correspond to the warranty period granted to Force by its suppliers.
- 16.9 Furthermore, Force guarantees that the Software may, to a material extent, be used on the hardware specified in the Agreement for a period of two (2) years from the date of delivery.
- 16.10 In the event of defects in the Software, the Customer shall, if the Customer wishes to invoke the warranty, immediately notify Force thereof in writing, stating the exact nature of the defect. If notice of a defect in the Software is received during the warranty period concerning a defect for which Force is liable, Force will, at its discretion:
 - a) remedy defects in the defective Software; or
 - b) replace the Software with an updated version to the extent the defect materially affects the use of the Software; or
 - c) instruct the Customer in practical alternative solutions (work-around)
- 16.11 The warranty will not apply if the defect in the Software is caused by:
 - a) damage to software functionality; or
 - b) unauthorized repairs, changes or modifications to the Software, or other misuse of the Software; or
 - c) inadequate calibration by the Customer; or
 - d) third-party products (e.g., hardware or software) used by the Customer and not designated by Force as being compatible with the Software; or
 - e) use of a wrong hardware or software key; or
 - f) unauthorized maintenance or failure to maintain the Software.
- 16.12 The Customer shall tolerate errors in the Software to the extent such errors do not materially restrict the use of the Deliverable.
- 16.13 As regards sub-licensed Software, the warranties, if any, provided by the sub-licensor shall be the Customer's sole remedy for breach in the event of defects.
- 16.14 The Deliverable shall be covered solely by the warranty set out in this clause 16 and any warranties explicitly provided in the Agreement. The Deliverable shall not be deemed to be covered by any other warranty or guarantee, including with respect to marketability, suitability, fitness for a specific purpose, etc., irrespective of whether the Customer may have mentioned such warranty or guarantee. The Customer may not invoke any remedies for breach in respect of defects and deficiencies in Products and Software other than those set out in this clause 16 and the

warranty and liability provisions in clause 19.

17. Infringement of intellectual property rights

- 17.1 The Customer shall respect any rights in the Deliverable which may be held by third parties. The Customer accepts that the Customer's right of use of such rights is subject to the restrictions following from the right to sub-licence such rights granted to Force.
- 17.2 If a third party takes legal action, claiming that the Software is infringing such third party's intellectual property rights, Force shall, in accordance with the Conditions, indemnify the Customer, always provided that:
- a) the Customer promptly notifies Force of the claim in writing;
 - b) the Customer does not make any concessions limiting Force's options of defending itself against the claim;
 - c) Force is given full control of the conduction of the case and of all negotiations relating to the claim; and
 - d) the Customer assists Force in any way which Force may request.
- 17.3 If the Customer is, or if in Force's opinion there is a risk that the Customer may be, met with a claim concerning the Software, Force may for its own account replace or modify the Software to the effect that the Software no longer infringes any third-party intellectual property rights.
- 17.4 If it is not possible to take remedial action as set out in clause 17.3 above at a price and on terms which Force deems reasonable, Force shall refund an amount to the Customer corresponding to the Customer's payment for the licence for the relevant part of the Software against the Customer, at Force's written request and for the account of Force, returning to Force the relevant part of the Software including related documentation.
- 17.5 Force's obligations as set out in this clause 17 shall not apply to, and Force shall not be liable for, infringement of third-party intellectual property rights caused by:
- a) Use of the Software in combination with other software, documentation or equipment if the infringement would otherwise not have existed;
 - b) modification of the Software not performed by Force if the infringement would otherwise not have existed;
 - c) use of a version or release of the Software other than the most recent version or release after Force has requested that the Customer use the most recent version or release due to alleged infringement of third-party intellectual property rights if the infringement would otherwise not have existed.
- 17.6 The Parties agree that these Conditions exhaustively set out Force's liability vis-à-vis the Customer in the event, that the Software infringes third-party intellectual property rights.

18. Sub-suppliers

- 18.1 Force may freely use sub-suppliers without the Customer's approval. Force is liable for any sub-suppliers to the same extent as to its own staff.

19. Liability

- 19.1 The Customer's remedies for breach and Force's liability are limited to the warranty set out in clause 16 above and the liability provisions set out in this clause 19. The Customer may not invoke any other remedies for breach in respect of defects and deficiencies, including termination or a proportionate reduction in price, other than those expressly provided herein.
- 19.2 Force is not liable for any costs, loss, or damage, unless it may be documented that such costs, loss or damage was foreseeable and caused by error or negligence on the part of Force in connection with the provision of the Deliverable.
- 19.3 Force will provide the Deliverable based on the knowledge and/or technique available to Force at the time when the Deliverable is provided.
- 19.4 Force is solely liable for product damage to the extent that mandatory provisions of Danish law, including the Danish Product Liability Act, impose such liability. Any contractual product liability beyond this is excluded. To the extent permitted by applicable law, the Customer shall indemnify Force against any product liability towards third parties that exceeds the liability assumed by Force towards the Customer under the Agreement.
- 19.5 In the event of third-party claims for which Force is not liable under the Agreement, the Customer shall, at Force's request, assume conducting litigation and indemnify Force for any costs, including legal costs and any amounts of damages.
- 19.6 If, in the performance of the Service, Force carries out work on behalf of the Customer towards a third party, including but not limited to inspection, testing, verification, certification or other assistance provided to a third party, the Customer shall indemnify and hold harmless Force against any claim, loss, liability, cost or expense raised by such third party against Force arising out of or in connection with the performance of such work. The indemnification shall not apply, however, to the extent that the claim is attributable to gross negligence or wilful misconduct on the part of Force.

20. Limitation of liability

- 20.1 Force's aggregate liability - whether contractual or non-contractual - under an order, is limited to the amount of said order. In addition, Force's aggregate liability – whether contractual or non-contractual - over a period of 12 months, is limited to the amount that Customer has paid to Force within the respective 12 months. Notwithstanding the above, Force's aggregate liability under this Agreement is limited to one million kroner (DKK 1,000,000). This limitation of liability also includes amounts that may have to be reimbursed to third parties.
- 20.2 Force shall not be liable for indirect losses or consequential damages, including but not limited to loss of production, loss of use, loss of revenue, profit, margin, business interruption, off-hire or similar losses, whether such losses are claimed by the Customer itself or arise as indirect losses which the Customer has compensated or may become liable to compensate to third parties.

21. Force majeure

- 21.1 Whether in whole or in part Force cannot be held liable for any non-performance or delayed performance of the Agreement if and to the extent such non-performance is due to an event which is beyond Force's reasonable control and is not due to negligence on the part of Force ("Force Majeure"). Force Majeure includes, but is not limited to, acts by authorities, fire, flooding, storm, explosions, riots, natural disasters, war, sabotage, cyberattacks, acts of terrorism, court orders or injunctions affecting Force or critical sub-suppliers, such as lockouts and strikes. Force Majeure further includes, but is not limited to, epidemics, quarantine, isolation, exit/entry bans from local authorities to the Customer, or a workplace designated by the Customer due to health risks, including restrictions on air transportation and/or other forms of transportation for the same reasons.
- 21.2 If a Force Majeure event continues for more than three (3) months, either Party may terminate the Agreement and any (relevant) orders.
- 21.3 In the event of the Customer's termination of the Agreement or an order due to Force Majeure after three (3) months, cf. clause 21.2, the Customer shall pay any outstanding fees and reimburse any expenses paid, including pro rata payments for work performed until the date of notice of termination, including, but not limited to, costs for sub-suppliers and expenses relating to work which Force has already agreed to pay etc.

22. Claimant's default

- 22.1 If the Customer realises that the Customer is not able to perform its obligations under the Agreement, including, but not limited to, receive the Deliverable at the agreed time and/or at the agreed place, the Customer shall promptly notify Force in writing of the cause of the breach, specifying the time when the Customer expects to be able to perform its obligations.
- 22.2 In the event of the Customer's breach of the Agreement, the Customer shall compensate any loss and reimburse reasonable costs deriving therefrom. If practicable, Force may, for the account of the Customer, secure performance of the Agreement.
- 22.3 In the event of claimant's default, the delivery shall be deemed to be made on the fifth (5th) working day after the agreed date of delivery, and the warranty, cf. clause 16 above, shall run from that date. "Working day" shall mean Monday to Friday, excluding Danish holidays.
- 22.4 Upon receipt of the Customer's notification, cf. clause 22.1 above, Force may suspend the performance of Force's obligations under the Agreement until such time as the Customer performs its obligations under the Agreement. If necessary, Force may facilitate the storage of the Deliverable for the account and risk of the Customer.
- 22.5 Unless the Customer's breach, cf. clause 22.1, is due to Force Majeure, Force may specify a reasonable time limit for the Customer's performance of its obligations. If the Customer fails to accommodate the time limit and this is not due to circumstances for which Force is liable, Force may terminate the Agreement for breach. In that event, Force will be entitled to compensation for any loss incurred as a result, of the Customer's breach.

23. Information and confidentiality

- 23.1 "Confidential Information" shall mean any and all non-publicly available information or item belonging or otherwise pertaining to a Party and which are disclosed by that Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with the Agreement, and which the Disclosing Party regards as proprietary or confidential, including, but not limited to, any kind of business, commercial or technical information, diagrams, processes, formulas and data irrespective of the medium on which such information or data is embedded
- 23.2 All Confidential Information exchanged between the Parties pursuant to the Agreement shall be used exclusively by the Receiving Party for the purpose of performing the Agreement.
- 23.3 Force is entitled to use data received from the Customer in anonymized and aggregated form for internal purposes, including analysis, statistics, development, and training of artificial intelligence (AI) tools, with the aim of improving and optimizing Force's services. The use of data will be in accordance with applicable data protection legislation and without any possibility of identifying the Customer or the Customer's end users.
- 23.4 The Receiving Party undertakes to keep Confidential Information in strict confidence and restrict any unauthorized

third parties' access to the Confidential Information. The Receiving Party is obligated to ensure that any person, the Receiving Party involves in the fulfilment of the Agreement, is subject to the same confidentiality obligation as the Receiving Party. Further, the Receiving Party undertakes to ensure that Confidential Information is not distributed, disclosed, or disseminated in any way or form to anyone except those having a reasonable need to obtain the Confidential Information and who are bound to confidentiality by their employment agreements or the likes hereof.

- 23.5 The duty of confidentiality does not apply to information which;
- a) at the time of receipt is or later becomes available to the public through no breach of this Agreement; or
 - b) at the time of receipt is in the rightful possession of the Receiving Party or its affiliates, without any confidentiality obligation; or
 - c) is lawfully obtained by the Receiving Party or any of its affiliates from a third party without confidentiality restrictions, provided said third party, to the knowledge of the Receiving Party, is not in breach of any duty of confidentiality relating to such information; or
 - d) can be documented has been independently developed by the Receiving Party or any of its affiliates without use of the Confidential Information as proven by the Receiving Party; or
 - e) is approved for release or use by written authorisation by the Disclosing Party.
- 23.6 Confidential Information may be disclosed by the Receiving Party if required to be disclosed by law or regulation or in response to a valid order of court or authorised agency of government. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Agreement. In the event of said disclosure, the Disclosing Party must be notified by the Receiving Party immediately, provided legally permitted to do so. Said disclosure shall be limited only to what is required by law, court order or governmental decision.
- 23.7 As an RTO Institute, Force is subject to ministerial supervision including user surveys among Danish customers. For that purpose, Force is required to disclose the company names of Customers and their registration numbers and addresses, unless a customer relationship is subject to a separate non-disclosure agreement.

24. Marketing and references

- 24.1 The Customer's use of Force's name and logo for marketing purposes is subject to written agreement with Force.
- 24.2 If the Customer intends to use results from the Service for marketing purposes, the Customer must – e.g., if the Service is a report – loyally refer to Force's entire report in accordance with applicable law.
- 24.3 Force's reports may be published only in their full length and sources must be listed. Any use of excerpts or in the form of quotations is subject to written agreement.
- 24.4 Notwithstanding clause 23, Force may disclose the name of the Customer and the general contents of the Service as a reference, unless the customer relationship as such is subject to a separate non-disclosure agreement.

25. Title and intellectual property rights

- 25.1 Regardless of whether the Customer has taken possession of the Service or has otherwise gained control over it, Force retains title to the Service until full and final payment has been made (**retention of title**). The Customer may not legally dispose of the Service, including selling, pledging, or otherwise disposing of it, until title has been transferred. To the extent that the Service consists of physical equipment and where practicable, the Customer shall clearly mark the Service as belonging to Force and shall keep the Service separate from the Customer's and any third parties' property until Force has received full payment in accordance with the Agreement. In the event of the Customer's breach, Force is entitled to immediately reclaim the Service.
- 25.2 Force neither transfers nor grants license to intellectual property rights (including rights to data and/or knowhow) developed by or licensed to Force independently of the performance of the Service.
- 25.3 All intellectual property rights (including rights to data and/or knowhow) contained in the Service are not assigned to the Customer. Instead, the Customer is granted a worldwide, non-transferable, non-exclusive, perpetual right to use intellectual property rights contained in the Service.

26. Use and redistribution

- 26.1 In connection with the use or, if applicable, redistribution of the Deliverable, the Customer shall use/redistribute the Deliverable in a proper manner and to the extent possible take precautions so as to ensure that neither the Customer nor Force will incur product liability. Thus, the Customer shall instruct any contracting party, business partner and subsequent buyer of the properties and the use of the Deliverable to the extent such contracting parties, business partners and subsequent buyers cannot reasonably be assumed to possess such knowledge. Furthermore, the Customer shall make available packaging, user manuals, etc. containing the necessary descriptions and warnings. The Customer shall further ensure that any subsequent parts of the distribution chain will also comply with the requirements set out in this clause 26.

27. Termination

- 27.1 The Agreement may be terminated by either Party at thirty (30) calendar days' written notice. However, in the event of termination of the Agreement, the Customer must pay any outstanding fee and costs, including pro rata payments for work performed until the date of notice of termination, including but not limited to rental of equipment and facilities that Force is unable to use for performing work for other customers, costs related to subcontractors, and expenses associated with work for which Force has already agreed to pay.
- 27.2 Either Party may terminate the Agreement for breach without notice in the event of the other Party's material breach of the Agreement.
- 27.3 Any non-compliance with the payment terms and any breach of clause 29 will always be deemed to constitute a material breach.

28. Business ethics and Code of Conduct

- 28.1 Force observes at any time Force's Code of Conduct, which is available on request from the Customer.

29. Sanctions and export control

- 29.1 The Customer warrants and represents that neither the Customer, its - direct or indirect – owners, any affiliates, nor any other involved parties, including the end-user and its direct or indirect owners and affiliates, are subject to any sanctions, including, but not limited to, sanctions issued by the United States Department of the Treasury or the Office of Foreign Assets Controls (OFAC), the European Union or any other applicable sanction ("Sanctions") which would prevent Force from trading with the Customer. The Customer undertakes to implement adequate procedures to ensure that the Deliverable is not facilitating any business with an entity subject to applicable Sanctions.
- 29.2 In the event the Customer, its – direct or indirect - owners, its affiliates or any other involved parties, including the end-user and its direct or indirect owners and affiliates, is or becomes subject to Sanctions at any point in time, Force shall, without incurring any liability towards Customer or any third party, have the right to amend, suspend or terminate any agreement, withhold any deliverables, payments or services, and reject payments in order to comply with the applicable Sanctions.
- 29.3 The Customer undertakes to comply with the Sanctions and is solely responsible for ensuring its compliance with Sanctions. This includes but is not limited to ensuring that the customer will not use, sell, export, re-export, transfer, divert, distribute, dispose of, disclose, or otherwise deal with the Services in breach of the Sanctions, to include prohibited end-use and/or proliferation activities as defined by Sanctions.
- 29.4 The Customer shall not sell, export or re-export, directly or indirectly, Service to or for use in Russia, Belarus, or any of the Ukrainian Oblasts (provinces) occupied by Russia (currently Crimea, Luhansk, and Donetsk), or any other country subject to embargo under Sanctions (collectively "the Sanctioned Territory"). The Customer shall not sell, export, re-export, directly or indirectly, Force Service to entities and persons that are considered to be denied party under Sanctions to receive such Services or connecting services.
- 29.5 The Customer agrees to sign written assurances and other export-related documents upon Force's request to assist Force in verifying compliance with Sanctions. The Customer shall make available to Force upon request information concerning compliance with the obligations under sub-paragraphs 29.1-29.4 without undue delay. Customer shall undertake its reasonable due diligence to ensure that the purpose of sub-paragraphs 29.1-29.4 is not violated by any third parties further down the commercial chain, including possible resellers. The Customer shall immediately inform Force about any problems in applying paragraphs 29.1-29.4.
- 29.6 Any violation of paragraphs 29.1-29.5 shall constitute a material breach of an essential element of this contract, and Force shall be entitled to seek appropriate remedies, including, but not limited to, termination of this contract.
- 29.7 If, as a part of the Service performed under the Agreement, the Customer shall deliver or disclose to Force any technologies, products, test objects or other elements that are covered by any global export control programmes such as the European Union Regulation (EU) No 821/2021, as amended, or similar, the Customer must warrant and represent that this is done in compliance with applicable export control regulations. The Customer shall in advance inform Force of any relevant export control data such as both EU and U.S. ECCN (Export Control Classification Number), and furthermore, the Customer represents and warrants that the delivery and redelivery of the product, test object, Service or report has received the relevant export control approval from the applicable authorities. Upon request the Customer must within three (3) calendar days, document export control licence, end-user statement or other relevant documentation.
- 29.8 The Customer is liable for and must indemnify Force for any loss, damage, or costs in connection with any violation of applicable Sanctions and/or export control regulations.

30. Governing law and disputes

- 30.1 The Agreement is governed by Danish law with the exception of provisions and rules concerning conflict of laws.
- 30.2 Any dispute which may arise between the Parties in connection with the provision of the Service, including the interpretation of the Agreement, must, if the dispute cannot be resolved amicably between the Parties, be decided by the courts of Denmark.

31. Accredited services

- 31.1 Accredited services are provided in accordance with relevant regulation in Force regarding accreditation.
- 31.2 Force is subject to the supervision of accreditation bodies, which are under an obligation to treat any information relating to the Customer as confidential. The Customer accepts that, in respect of accredited services, Force grants said accreditation bodies access to the Customer's information for supervision purposes.

32. Serverability

- 32.1 If one or more provisions of the Agreement are set aside or cannot be legally enforced, the Agreement will be construed as if such provision(s) had never been contained herein. If the majority, of the material provisions of the Agreement are still enforceable, setting aside one or more provisions will not have any bearing on the Agreement generally, and the Agreement will thus still be binding on the Parties.

33. Independent contractors

- 33.1 It is expressly agreed between the Parties that the Parties collaborate as independent contractors and that the collaboration between the Parties shall not constitute a partnership, joint venture, or agency. Neither Party may make any statement, representation or commitment of any kind or take any action which will be binding on the other Party without the prior consent of the other Party.

34. Non-waiver of rights

- 34.1 If a Party fails to enforce its rights under the Agreement or waives specific rights in the event of the other Party's breach of the Agreement, that Party will retain the right to enforce the applicable provisions in the event of any subsequent breach of the Agreement, except in the event the Party has waived such rights in writing.