FARA AS GENERAL TERMS AND CONDITIONS OF SALE AND SERVICE, version 1/2025 ("Terms")

Unless otherwise agreed in writing between the contracting parties ("*Parties*"), these Terms apply to all Contracts concluded between FARA AS and any entity directly or indirectly controlled by FARA AS (hereinafter referred to as "Fara" or "Company", in each case the Fara company indicated on the written order confirmation or Contract shall be the contracting party) and the entity accepting the Commercial Offer ("*Customer*"), whether on its own behalf or for the benefit of its Affiliates or End Users. Customer agrees that these Terms shall govern the Contract either by express acceptance of the Commercial Offer or by entering into a Contract (including by submitting a Purchase Order) pursuant to the Commercial Offer.

Any terms or conditions submitted by the Customer at any time (e.g. as part of a Purchase Order or invoice) shall not be incorporated into or form any part of the Contract. In case of conflict between what the Parties have agreed upon, except as expressly set forth herein, the following order of precedence will apply in descending order: (i) the Contract and any changes or amendments thereto; (ii) these Terms; (iii) the Scope of Work and/or Commercial Offer.

1. Definitions

"**Acceptance**" (or "System Acceptance") is deemed to occur, without prejudice to Customer's obligations under Paragraph 2.1.5 or the procedure described in Paragraph 7.4, on the earlier of (i) Customer returning a duly executed certificate of acceptance or sign off sheet; or (ii) eight (8) days after Delivery, absent notification by Customer of a Defective Offering; or (iii) in case of Systems, upon successful Testing. The Acceptance date shall correspond the Delivery Date or, if applicable, the date of successful Testing.

For the purposes of these Terms, "Partial Acceptance" is deemed to have occurred upon Acceptance of the relevant portion of the Offering, in accordance with Paragraph 7.6.

"**Affiliate**" means any person, corporation or other entity that now or in the future, directly or indirectly controls, is controlled by or is under common control with a Party. For purposes of these Terms, "*control*" means with respect to: (a) a corporation: the direct or indirect ownership of at least fifty percent (50%) of the voting power to elect directors or the ability to exercise a decisive influence on over the corporation's business policy through other means, and (b) other entity: the authority to direct its management.

"**Business Days**" means the days Monday to Friday, excluding public holidays, and generally any day that banks are open for business in the country where the Company has its registered seat.

"**Business Hours**" means 8:00 to 16:00 in the country where the Company has its registered seat.

"**Change in Control**" means a sale of all or substantially all the assets of either Party, or any transaction or series of transactions (including a merger or consolidation) resulting in a person or group acquiring 50% or more of the voting power of either Party.

"**Commercial Offer**" means any document provided by the Company individually for Customer and specifying the Offering, including the Price, Scope of Work and other legal, commercial and technical terms and conditions thereof, as well as any addenda and supplements thereto, to be provided hereunder or in the future based on subsequent agreements.

"**Contract**" means the contract between the Company and the Customer consisting of the Commercial Offer, these Terms, and any other documents (or parts thereof) specified in the Commercial Offer or executed in relation or connection thereto (e.g. Purchase Order).

"**Customization**" means, in relation to Software, any software, application, package or module and, in relation to Hardware or any other material component developed for the individual Customer or its organization.

"**Defective Offering**" means an Offering that does not meet the contractually agreed requirements (including the type, quantity, quality, functionality, compatibility, interoperability, and other features of the Commercial Offer), and "*Defect*" relates to the material non-conformity of any part of the Offering according to the agreed requirements thereof.

"**Delivery Date**" means the date on which the Offering or relevant part thereof is to be delivered to Customer and/or any End User, as specified in the Commercial Offer and "*Delivery*" means when the Offering or any part thereof is made available to Customer and/or any End User in accordance with the Contract. Except as set out in the Commercial Offer, the Delivery shall be governed by Ex Works (EXW) terms as defined in Incoterms 2020.

"**Documentation**" means written materials provided by Company in any format or medium that detail information about the Offering; this includes technical information related to the design, development, use, operation, or maintenance of any version of any component of the Offering or the System, along with any related supporting documentation.

"**Effective Date**" means, except as expressly established in the Contract, the earlier of: (i) the date when the Customer accepts or executes the Commercial Offer (e.g. by submitting a Purchase Order) (ii) the effective date of the License or commencement of Software use; (iii) the provision of Services or the supply of Hardware; (iv) acceptance of these Terms by Customer.

"**Errors**" means conditions where the Software, when used in the operating environment and in compliance with the instructions of Company, does not operate materially in essential functions as defined in Software Documentation. Any Defects or non-conformities causing minor and/or trivial deviations therefrom are not considered as Errors.

"**End User**" means the final customer(s) of the Customer (or Customer's authorized Affiliate(s)) that use or derive benefit from the Offering.

"**Feedback**" means comments, questions, ideas, suggestions or other feedback relating to the Hardware, Software, Support and Maintenance or Services.

"**Hardware**" refers to all physical equipment, devices, spare parts and components provided by Company, whether manufactured by the Company itself or by a third party ("*Third Party Hardware*"). For the avoidance of doubt, Hardware excludes software, firmware, or any intangible assets unless explicitly stated otherwise.

"**Intellectual Property Rights**" (or "Intellectual Property") means all intellectual and related property of any type, whether now owned or later acquired, including, without limitation (a) all components of any kind or medium of the Offering; (b) all inventions (whether or not patentable and regardless of their use), all improvements thereto, and all patents, patent applications and patent publications, together with all reissues continuations, revisions, extensions, and reexaminations thereof; (c) all trademarks, service marks, logos, trade names,

Office:
FARA AS
Falkenborgvegen 36A
NO-7044 Trondheim
Norway

Tel: +47 815 52 830
Fax: +47 7352 4488
Mail: info.FARA@FARA.no
Billing: invoice@FARA.no
Web: www.FARA.no

Register of
Business Enterprises:
NO 989.112.007 VAT

Bank: Sparebank 1, Midt-Norge
SWIFT: SPTRNO22
International payments account:
NO20 4202 14 75798

and company names, together with all translations, adaptations, derivations, and combinations thereof, including all associated goodwill, and all related applications, registrations, and renewals connected thereto; (d) all copyrighted works (e.g., graphics, data, icons, images, Hardware configurations, Software, algorithms, inventions, patents and patent applications/filings, trademarks and trademark or protection filings, trade names, logos, proprietary materials, graphics, text, images, design-including the "look and feel" of the Offering and any part thereof, specifications, methods, procedures, information, know-how, data, technical data, interactive features, source and object code, files, interfaces, and trade secrets, whether or not registered and/or likely to be registered, and any and all Feedback), all copyrights, and all related registrations and renewals thereof; (e) all masked works and all instances, related registrations and renewals; (f) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, production and manufacturing processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans or proposals); (g) all computer software (including data and related documentation); (h) all other proprietary rights and all tangible copies and incorporations thereof (in any form or medium); and (i) all materials, equipment, software, inventions, specifications, instructions, plans or any form of intellectual property right in any of the foregoing furnished or made available to the Customer by Company or individually created by the Customer pursuant to the Contract for Company or its End Users.

"**License**" (or "Licensed") means the limited, personal, non-exclusive, non-sublicensable, non-transferable, non-tradable, and fully and immediately revocable right to use the Software, Third Party Products and/or Documentation, subject to the usage rights set forth under these Terms and, if applicable, the Commercial Offer.

"**Maintenance**" (or "Maintain") means the set of Constructive, Corrective or Preventative Maintenance and Support Services on the Serviced Hardware or Serviced Software (as specified in the Commercial Offer and/or Purchase Order) for which all relevant Maintenance Fees and Support Fees have been paid. For the purposes of this definition, "*Constructive Maintenance*" means maintenance services that are performed by Company or its authorized third parties and that consists of i) launching Updates and/or patches of the Software and/or ii) performing requests for change initiated by the Customer; "*Corrective Maintenance*" means maintenance services performed by Company or its authorized third parties in order to fix Errors; "*Preventative Maintenance*" means the maintenance services performed by Company or its authorized third parties in order to prevent Errors.

"**Maintenance Fee**" (or "Support Fee") means the fees charged by the Company and payable by the Customer for Maintenance Services and/or Support Services as specified in the Commercial Offer or, where absent, the Contract.

"**Maintenance Term**" means the period for which Customer has purchased Maintenance Services, as evidenced by the Purchase Order, including any agreed renewal periods.

"**Order Confirmation**" means Customer's written confirmation that the Commercial Offer has been accepted, which may include issuing a Purchase Order in accordance with the Offering specified in the Commercial Offer.

"**Offering**" means the Licenses, Subscriptions, Software, Hardware and Services made available by Company, as detailed in the Commercial Offer, for Customer's internal business purposes and/or for resale to End Users subject to express (i.e. written) consent of the Company.

"**Price**" means the price and/or price or fee list of the Offering as specified in the Commercial Offer.

"**Purchase Order**" means Customer's offer to purchase the Offering as specified in the Commercial Offer and subject to these Terms.

"**Scope of Work**" refers to the part of the Commercial Offer that specifies and establishes the purpose thereof and defines the work and/or Services to be performed under the Contract.

"**Services**" means any of the professional services (or any part of them) to be provided as specified, including any Support and Maintenance, consultancy, planning, preliminary or preparatory work, pursuant to or in connection with the Offering.

"**Serviced Hardware**" means any Hardware for which Customer receives Maintenance Services, subject to full and timely payment of the Maintenance Fee for the Maintenance Term, in accordance with these Terms and/or the Commercial Offer.

"**Serviced Software**" means any Software for which Customer receives Maintenance Services, subject to full and timely payment of the Maintenance Fee for the Maintenance Term, in accordance with these Terms and/or the Commercial Offer.

"**Software**" means all (i) Software as a Service (Saas), Platform as a Service (PaaS), or Infrastructure as a Service (IaaS); (ii) computer programs of any type, including applications, interfaces, scripts, routines, report formats, screens, firmware, development tools, templates, menus, buttons and icons, software implementation of algorithms, models, formulas and methodologies, whether in source code, object code, human readable form or other form; (iii) descriptions, flow charts and other work products used to design, plan, organize and develop any of the foregoing, (iv) data, databases, and compilations of data, including libraries and collections of data, whether in machine readable form or otherwise, and (v) all Documentation related to the foregoing.

"**Subscriptions**" means any Services or any other non-fully paid-up Software that requires renewal upon expiration of the relevant term.

"**Support**" means technical assistance or other related support provided for the Serviced Hardware or Serviced Software, as applicable.

"**System**" means, collectively, the Software and Hardware specified in the Commercial Offer.

"**Third Party Products**" means all Software, Hardware and relevant Documentation sold or Licensed hereunder owned by third parties under or in connection with these Terms and specified in the Commercial Offer. Third Party Products also means any licensed software, services or hardware of third parties that is procured or made available to Company by Customer.

"**Update**" means a modification, Error correction, bug fix, patch, new release, workaround or other update to or for the Software.

"**Upgrades**" means a major release, significant modification by the Company such that the feature and function of the relevant Software or Hardware is altered and so distributed by Company in its normal course of business. Upgrades are generally identified by the same product name and incrementing the numeral immediately to the right of the decimal point in the version number. If a question arises as to whether a product

offering is an Upgrade or Update, Company's sole determination will prevail; Upgrades are not included in Maintenance Services.

2. Customer Obligations

2.1 The Customer shall:

2.1.1 use commercially reasonable endeavors to respond to any requests for information within twenty-four (24) Business Hours;

2.1.2 pay all amounts associated with the Offering in accordance with the terms set forth in the Contract or in the relevant invoice, subject to these Terms;

2.1.3 use and ensure that Affiliates/End Users use (if applicable) the Offering in accordance with these Terms and the Contract;

2.1.4 reimburse Company for any costs that (i) are unexpected, unforeseen or otherwise out of Company's reasonable control and (ii) arise due to the involvement of Third Party Products or (iii) are required to adapt the Offering to ambiguous language or requirements of the Contract, provided such language or requirements have been proposed and/or established by Customer;

2.1.5 in the event of any delay, cooperate with and promptly consult the Company to agree on a suitable course of action and an adjusted schedule. Notwithstanding such efforts, if the delay persists beyond a reasonable period (and excepting where delay is attributable exclusively to Company), the Company shall be entitled to invoice the agreed milestones, Services or deliveries (it being understood that Acceptance or Partial Acceptance of the relevant part of the Offering is considered to have occurred and the respective milestone fully met); if delay is attributable to Customer, Company is further entitled to invoice any additional costs, charges or lost revenues incurred as a result of such delay and as determined by Company at its reasonable discretion;

2.1.6 maintain adequate insurance coverage for liabilities arising from its performance under the Contract;

2.1.7 guarantee an adequate level of security for its information technology (IT) infrastructure and physical facilities that corresponds to its sector and the state of the art. The Customer further ensures that its employees are sufficiently trained in the field of cybersecurity, where necessary.

2.2 If the Customer is subject to a security incident that poses a risk to the security of the Company's IT infrastructure, it must notify the Company immediately. The Company reserves the right to receive audit reports following security incidents and, if necessary, to audit the Customer.

2.3 The Customer undertakes to promptly eliminate vulnerabilities that pose a risk to the security of the Company's IT infrastructure.

2.4 If the Customer uses subcontractors to fulfil any part of the Contract, it shall obligate them to maintain an adequate level of security for their IT infrastructure and physical facilities that corresponds to their sector and the state of the art.

3. Customer Affiliates and/or End Users

3.1 In the event Customer purchases Offerings under these Terms on behalf or for the benefit of its Affiliate(s) or End Users, or the Contract entitles a Customer Affiliate or End User to purchase Offerings, all references to the "Customer" in these Terms shall refer to such Affiliate or End User, which shall be bound to the Terms and the applicable Commercial Offer. It is Customer's responsibility to ensure its Affiliate(s) and/or End User(s) understand that it/they will be bound to these Terms and the applicable Commercial Offer as if it were the Customer. Customer and its Affiliates/End Users shall be jointly and severally liable.

3.2 Any agreements between a Customer Affiliate or End User and the Company shall represent a separate agreement between such Customer Affiliate or End User and the Company. In these cases, a Customer Affiliate or End User may incorporate specific terms and conditions required to address local laws and local regulations, except that such locally agreed upon terms and conditions will be deemed to be country-specific terms and will not be construed as amending these Terms of Sale in any way other than for the purposes of such locally agreed upon terms and conditions.

3.3 The Parties agree that: (i) the Customer and its Affiliates/End Users are independent and separate entities or bodies and Company will therefore have no responsibility or liability towards any Customer or Affiliate/End Users with which the Company does not have a direct contractual relationship; (ii) Company shall only be responsible for its acts or omissions as relevant under such specific contract; (iii) there will be no joint and/or several liability with respect to the Company and any of its subcontractors; (iv) notwithstanding anything to the contrary in these Terms, except to the extent required under mandatory local law, any termination of these Terms will not terminate Commercial Offers previously submitted by the Company and accepted by Customer.

4. Price and Payment

4.1 Price quotations are valid for the period specified in the Commercial Offer. If no period is specified, Price quotations shall remain valid for thirty (30) calendar days from the date of issuance.

4.2 Unless the Parties expressly agree otherwise in writing, the Price shall be exclusive of all delivery and insurance costs, VAT, and any other applicable sales taxes, duties, levies, packaging, customs or import charges. To the extent any of the foregoing costs and charges are applied at the Company's expense, Customer hereby agrees and undertakes to account to the Company on a Euro-for-Euro basis following receipt of reasonable evidence in writing of such costs and charges being paid by Company.

4.3 Without prejudice to any invoicing milestones set out in the Contract, Company shall at its sole election invoice Customer for the Offering either in advance or upon the Delivery thereof.

4.4 Customer shall settle all invoiced amounts in full, plus any applicable taxes (including without limitation withholding tax, import tax, levies and duties resulting from cross-border transactions), within thirty (30) calendar days from the date of the invoice. Late payments will be subject to accrual of interest at the rate of 8% above the reference rates applied by national Central Bank of the country where the Company has its registered seat, plus a flat fee of Euro 40 (or equivalent) per commercial transaction paid late. Customer is not entitled to withhold, net or setoff payment for any disputed amounts, which will be settled subsequently either through issuance of a credit note or other mutually acceptable means, if any. Company is in any case entitled to terminate the Contract for material breach by Customer in the event outstanding invoices are not paid in full within fifteen (15) calendar days from notice thereof.

4.5 All payments must be made in Euro (or other currency expressly agreed by the Parties) to the Company's designated bank account. Customer acknowledges that Company may be required to pay certain of its suppliers in currencies other than Euro and that currency exchange rates may fluctuate during the period between the date on which the Commercial Offer was made and/or the Effective Date and the date on which Company may be required to make such payments. Customer further

acknowledges that, due to fluctuations in currency exchange rates, Company's actual costs for such expenses and pass-through costs may be greater or lesser than the budgeted or estimated amounts contained in the Commercial Offer or Contract. If payments for Services or supplies in foreign currency exceed Euro 1,000, and the currency in which the payment is to be made has fluctuated more than 2%, plus or minus, since the Commercial Offer was prepared or the Contract was signed, Company will calculate a foreign currency exchange adjustment for those Services in order to neutralize the effect of changes in exchange rates. Any Price and/or exchange rate adjustments will be settled provisionally in connection with any instalment payments and finally after the final instalment payment. Final calculation will be made according to the average figures for the relevant statistics and exchange rate figures during the relevant period.

4.6 If Customer is required by law to deduct or withhold any taxes from any amount payable arising from cross-border transaction (transactions in which Company and Customer are tax residents of different countries), the amount payable will be increased such that - after all required deductions and withholdings have been applied - the amount payable to Company equals the amount that would have been owed had such deductions or withholdings not been applied.

4.7 Under no circumstances shall Customer be entitled to offset any amounts due under the Contract against any other amounts owed or owing by Company for any reason whatsoever.

4.8 Company is entitled, upon Contract renewal or on each and every anniversary of the Effective Date, subject to thirty (30) calendar days prior written notice, to adjust the Price in accordance with increased cost-of-living and labor costs as measured respectively by the relevant index in the country where either the Company or Customer has its seat, whichever is more favorable to Company at the time of indexing (the "*Index Adjustment*"). In addition to the Index Adjustment, Company may increase the Price for any part of the Offering by giving three (3) months' prior written notice, or in the case of extraordinary and unforeseeable events or circumstances (as determined by the Company acting reasonably) by giving thirty (30) calendar days' written notice. The increase shall apply as of the first day of the billing period coinciding with or immediately following the effective date of the increase as stated in the relevant notice. Customer is entitled to terminate the Contract with thirty (30) calendar days' notice in the event the Price increases, in any twelve-month period, by more than 30% of the last applicable charge.

4.9 Customer agrees to pay for any Services used beyond the relevant expiration or termination date according to the Price of the Offering (or any greater amounts in the event Services used exceed the contractually established limits), as well as - subject to reasonable notice by Company - any services required to ensure functionality of Services and/or System not originally contemplated by the Commercial Offer and/or the Price. Likewise, Customer acknowledges that Company may have discounted the Offering considering quantity commitments by Customer; should Customer, for any reason not attributable directly and exclusively to Company, not take possession of the full Offering, Company reserves the right to cancel any discount and adjust the price applicable to the portion of the Offering Delivered.

5. Software ownership and related rights

5.1 Without prejudice to Article 12, Company grants Customer (and, as applicable, any authorized Affiliate(s) or End Users) a License to use any Software listed in the Commercial Offer and in accordance with any limitations established therein. The License is non-transferable except as explicitly stated in the Commercial Offer and, if applicable, may be sublicensed solely for the purpose of enabling End Users to utilize the Software in accordance with these Terms and the Contract. The Customer shall not and shall ensure that Customer's Affiliates or End Users or any others shall not: (i) distribute, sublicense, rent, lease, transfer, display, disclose or make available (including by display or publication) any part of the Software or copies thereof to any third party without the prior written consent of Company; (ii) except as permitted by applicable law, copy, modify, reverse assemble, reverse engineer or reverse compile any part of the Software; (iii) remove, obscure or alter any copyright, patent, trade secret, trademark, or other proprietary right notice or disclaimer appearing in or on any part of the Software. Additionally, any permitted reproductions of any part of the Software (e.g. Documentation) shall include such copyright, patent, trade secret, trademark or other proprietary right notice or disclaimer; (iv) use the Software directly or indirectly for the benefit of any legal or natural person other than Customer; or (v) without prior written consent of Company, use the Software (together with its updates, patches, or upgrades) on any hardware or equipment other than the Hardware on which it was originally installed (the "*Software License*").

5.2 Customer acknowledges and accepts that:

5.2.1 All terms and restriction set out in this Article 5, as well as any additional licensing terms required by any third party licensors (e.g. end-user license agreement), apply to Third Party Products; The Customer is responsible for ensuring that these obligations are also binding on its End Users.

5.2.2 Company or its licensors retain all right, title or interest in the Software, as well as any related Intellectual Property Rights, including but not limited to any Customization, modifications, improvements and enhancements, upgrades, new versions or derivative products thereof or related thereto, as well as any related trade secrets, trademarks, patents and copyrights;

5.2.3 Under no circumstances shall any provision of the Contract or performance thereof be deemed to convey, assign, divest, disclaim, release, forfeit or transfer ownership of Company's or any third party's Intellectual Property Rights or limit in any way Company's or relevant third party's ownership or right to use the Intellectual Property Rights inherent, connected or related to any part of the Offering, including without limitation any Software, Hardware, Services or Customization, whether licensed, developed, rendered, employed, created or produced by or on behalf of the Company pursuant to the Contract, the Commercial Offer or these Terms;

5.2.4 Unless expressly agreed in writing in the Commercial Offer or Contract, no right is granted to Customer hereunder to distribute or remarket any portion of the Software, and Company reserves the right to refuse to provide the Software to any person obtaining such Software from Customer without Company's prior written consent;

5.2.5 Software may contain features designed to interoperate with any web, mobile, offline, or other operational software process or functionality that is provided by Customer or a third party and interacts with Third Party Products. To use such features, Customer may be required to obtain access to such Third Party Products from their own suppliers, and may be required to grant Company access, at Customer's expense, to such Third Party Products. Company cannot and does not guarantee or offer any warranty in relation to the continued

availability, quality, appropriateness, or performance of Third Party Product features, which may cease to be available without Customer being entitled to any refund, credit, or other compensation (including if, for example and without limitation, the Third Party Product vendor ceases to make Third Party Products available for interoperability with the corresponding Software features in a manner acceptable to Company, at its sole discretion). However, Company will use commercially reasonable efforts to procure the overall functionality of the Software is not diminished by such circumstances.

5.3 Customer expressly acknowledges and agrees that: (i) Company does not, in any way or form, represent or warrant that the Software, its design, or any data or other information generated by or through the Software, will ensure Customer's compliance with any local, national, international or other laws, decrees, rules and regulations, or governmental or industry requirements or standards, and (ii) Customer is solely responsible for interpreting and complying with all laws and obtaining independent legal or other advice regarding the same.

5.4 Paragraphs 5.1 through 5.3 also apply to methodologies for processing, structuring, coding and transferring Customer data, and any transfer of Customer data shall be made in a standard readable code or format to the exclusion of any Company code or format.

5.5 <u>Limited Software Warranty</u>. Company warrants solely that the Software will be capable of performing the essential features and functions described in the Commercial Offer, Scope of Work, or Documentation, as the case may be (the "*Software Warranty*"), provided that (i) the Software is only used on or in conjunction with the necessary and compatible hardware and operating system environments; (ii) the Software is properly maintained and updated to the latest current version if an update is necessary for proper operation; and (iii) Customer applies all instructions or guidance related to the Software promptly and correctly. Company shall not be liable: (i) if Customer or any third party modifies the Software without the prior specific written consent of Company; (ii) if the Software does not meet End User requirements or business needs; (iii) for results or outcomes that may be obtained from the use of the Software.

5.6 Customer acknowledges and accepts that, in relation to any part of the Software, the Warranty is voided in the following cases: (i) Customer or End User negligence or willful misconduct; (ii) vandalism; (iii) modification or repair contrary to Company's written repair procedures, specifications, or license terms, or in any case other similar actions which are not expressly authorized in writing by Company; (iv) inappropriate or faulty packaging; (v) fire, freezing, wind, flood, leakage, collapse, lightning, explosion, or other reasonably unforeseeable, unavoidable, or uncontrollable forces, including but not limited to acts of nature, God, or war (declared or undeclared), terrorism, or public enemy; and (vi) modifications resulting from integrations with Third Party Products (including software) not expressly envisaged by the Commercial Offer.

5.7 Customer shall inspect Software and, within eight (8) calendar days of Delivery (the "*Inspection Period*"), deliver to Company a duly executed certificate of acceptance or sign off sheet. Customer is informed and accepts that Company is not required to recognize any Defective Offering upon expiry of the Inspection Period and all Software, Licenses and Documentation shall be deemed fully accepted without defect upon Delivery.

5.8 Except as otherwise agreed in the Commercial Offer, Software is guaranteed for 12 months (the "*Warranty Period*")

from the earlier of the Delivery Date or Acceptance. If Customer receives supplements, upgrades, or replacement Software during the Warranty Period, these will be warranted for the remainder of the Warranty Period. No further guarantee or warranty on the Software is granted if Customer does not make a claim within the Warranty Period.

5.9 In the event of a Defect in Software, Company shall at its own expense use reasonable efforts to, at Company's option, correct any such verified Defects in a timely manner or perform a new Delivery (the "*Defective Software Remedies*"), with any other remedy, liability obligation or warranty expressly excluded. Customer acknowledges and agrees that the Defective Software Remedies are Customer's sole and exclusive remedies, and that the same shall not extend to any party other than the Customer or Customer's authorized assignee.

5.10 Timely and full payment of the relevant portion of the Price, including all License and Warranty fees, is a prerequisite and condition precedent for Customer's right to the Warranty and to make or continue a claim under the Warranty.

5.11 Except as expressly stated in this Article 5: (i) Software is used at the exclusive risk and responsibility of Customer and/or End User and Company is not responsible for any damage or loss to any computer systems and/or data that may result therefrom; (ii) Company assumes no responsibility and excludes all liability for (a) errors caused by external factors, such as power outages, power fluctuations, lightning strikes, static discharges, flood or other water damage, and suboptimal temperatures; (b) combined use of Software with any other software or hardware not specified in the Offering; (c) any damage or loss resulting from Software being maintained, configured, damaged, abused, or modified by persons other than authorized employees or representatives of Company or without the prior specific written consent of the same; (d) Software that does not meet Customer or End User requirements or business needs; (e) results or outcomes that may be obtained from the use of Software.

5.12 Notwithstanding any other Paragraph in this Article 5 and except in cases of willful misconduct or gross negligence, Company and its suppliers disclaim all warranties, obligations, representations, and liabilities, express or implied, arising by law or otherwise, with respect to any bug in or error, omission, defect, deficiency, or nonconformity of Software or any Service provided under the Contract, including but not limited to: (i) implied warranties or conditions of merchantability, satisfactory quality, or fitness for a particular purpose; (ii) implied warranties arising from performance, negotiation, or trade usage; (iii) claim of breach; or (iv) legal remedy, regardless of whether any relevant action or claim is based on contract, misrepresentation, warranty, indemnity, negligence, strict liability, or other tort or otherwise.

6. Supply of Hardware and Documentation

6.1 <u>No distribution or resale rights</u>. Unless expressly set out in the Commercial Offer or Contract, no right is granted to Customer hereunder to distribute or remarket any portion of the Hardware or Documentation. Accordingly, Company reserves the right to refuse to provide the Hardware or Documentation to any person obtaining such Hardware or Documentation from Customer without Company's prior written consent. This Paragraph also applies to any Software embedded in the Hardware and/or Third Party Hardware supplied under the Offering.

6.2 <u>Title and risk of loss</u>. Customer acknowledges and agrees that risk of loss shall pass to Customer upon Delivery of the Hardware to Customer's designated premises, it being in any case understood that:

6.2.1 Title in Hardware shall pass from Company to Customer (or Customer's third party authorized assignee) upon receipt by Company of the full Price;

6.2.2 Company Hardware may include Third Party Products (e.g., Software) licensed to Company by third party licensors. The Licensing terms and restrictions set out in Article 5, in addition to any other terms required by any third party licensor, apply to the use of any Third Party Products and the licensors of such Third Party Products are third party beneficiaries of the rights granted under such terms. If necessary, Customer shall enter into a separate end-user license agreement that offers no less protection to the Company than is provided for in these Terms or the Contract, depending on the product(s) purchased;

6.2.3 Company and any relevant third parties retain all Intellectual Property Rights in the Hardware and/or Third Party Products, including but not limited to any Customization, modifications, improvements and enhancements, upgrades, new versions or derivative products thereof or related thereto;

6.2.4 Under no circumstances shall any provision of the Contract or performance thereof be deemed to convey, assign or transfer ownership of Company's Intellectual Property Rights or limit in any way Company's ownership or right to use the Intellectual Property Rights inherent, connected or related to any part of the Hardware, Customization, or Documentation, whether licensed, developed, rendered, employed, created or produced pursuant to the Contract. This Paragraph applies also to third party Intellectual Property Rights in any Third Party Products related to the Offering;

6.3 Subject to Article 12, Company grants Customer a License to use any Documentation listed in the Commercial Offer, provided Customer shall not and shall ensure others shall not: (i) distribute, sublicense, rent, lease, transfer, display, disclose or make available (including by display or publication) any part of the Documentation or copies thereof to any third party without the prior written consent of Company; (ii) except as permitted by applicable law, copy (with the sole exception of copies required strictly for back up, testing, integration and data-warehousing exclusively for Hardware/System operation), modify, reverse assemble, reverse engineer or reverse compile any part of the Documentation; or (iii) remove, obscure or alter any copyright, patent, trade secret, trademark, or other proprietary right notice or disclaimer appearing in or on any part of the Documentation. Additionally, any permitted reproductions of any part of the Documentation shall include such copyright, patent, trade secret, trademark or other proprietary right notice or disclaimer (the "*Documentation License*").

6.4 Customer acknowledges and agrees not to transfer, assign or convey the Documentation (including possession thereof) except as part of or with the Hardware; any Hardware transfer shall in any case be subject to the restrictions contained in Paragraph 6.3.

6.5 Except as established under mandatory applicable law: (i) Hardware is used at the exclusive risk and responsibility of Customer and/or End User and Company is not responsible for any damage or loss to any systems, facilities and/or data that may result therefrom; (ii) Company assumes no responsibility and excludes all liability for (a) errors caused by external factors, such as power outages, power fluctuations, lightning strikes, static discharges, flood or other water damage, and suboptimal temperatures; (b) combined use of Hardware with any other software or hardware not specified in the Commercial Offer; (c) any damage or loss resulting from Hardware being maintained, configured, damaged, abused, or modified by persons other than

authorized employees or representatives of Company or without the prior specific written consent of the same; (d) Hardware that does not meet Customer or End User requirements or business needs; (e) results or outcomes that may be obtained from the use of Hardware.

6.6 Notwithstanding any other Paragraph in this Article 6 and except in cases of willful misconduct or gross negligence, Company and its suppliers disclaim all warranties, obligations, representations, and liabilities, express or implied, arising by law or otherwise, with respect to any Defect, deficiency, or nonconformity of Hardware or any Service provided under the Contract, including but not limited to: (i) implied warranties or conditions of merchantability, satisfactory quality, or fitness for a particular purpose; (ii) implied warranties arising from performance, negotiation, or trade usage; (iii) claim of breach; or (iv) legal remedy, regardless of whether any relevant action or claim is based on contract, misrepresentation, warranty, indemnity, negligence, strict liability, other tort or otherwise.

6.7 Hardware Warranty. Company warrants exclusively that the Hardware will meet the functional and technical specifications with the Commercial Offer, Scope of Work, or Documentation, as the case may be (the "*Hardware Warranty*"), provided that (i) the Hardware is only used on or in conjunction with the necessary and compatible hardware and software system environments; (ii) the Hardware is properly maintained by Company or authorized and appropriately trained contractors thereof; and (iii) Customer applies all instructions and guidance related to the Hardware promptly and correctly, it being expressly understood and agreed that the Hardware Warranty is voided in the following cases: (i) Customer or End User negligence or improper handling; ; (ii) vandalism; (iii) modification or repair contrary to Company's written repair procedures, specifications, or license terms, or in any case not other similar actions which are not expressly authorized in writing by Company; (iv) inappropriate or faulty packaging; (v) damage resulting from unforeseeable and uncontrollable events, including but not limited to natural disasters, war, terrorism, or other external factors beyond the reasonable control of the Company and/or (vi) modifications resulting from integrations with Third Party Products (including software) not expressly envisaged by the Commercial Offer.

6.8 Customer acknowledges and accepts that the Hardware Warranty does not apply to Third Party Products, for which only the manufacturer's warranty applies. In case of Defect of Third Party Hardware, Company shall assign any relevant manufacturer's warranty to Customer, it being understood and agreed that any corrective or repair services related to such Third Party Products shall be the exclusive responsibility of Customer.

6.9 Customer shall inspect Hardware and, within eight (8) calendar days of Delivery (the "*Inspection Period*"), deliver to Company a duly executed certificate of acceptance or sign off sheet. Customer is informed and accepts that Company is not required to recognize any Defective Offering upon expiry of the Hardware Inspection Period and all Hardware (including any embedded Software) and Documentation shall be deemed fully accepted without defect upon Delivery.

6.10 Except as otherwise agreed in the Commercial Offer, Hardware is guaranteed for 12 months (the "*Warranty Period*") from the earlier of the Delivery Date or Acceptance. If Customer receives supplements, upgrades, or replacement Hardware during the Warranty Period, these will be warranted for the remainder of the Warranty Period. No further guarantee or warranty on the Hardware is granted if Customer does not make a claim within the Warranty Period.

6.11 If, upon Delivery or during the Inspection Period, Customer identifies a Defect in Hardware, Company shall at its own expense and exclusive option, repair or replace any such verified Defective Hardware (the "*Defective Hardware Remedies*") that is returned to Company's premises (postage prepaid) during the Warranty Period (or other warranty period applicable to the affected Hardware) and in accordance with Company's instructions. Customer acknowledges and agrees that no other remedy, liability obligation or warranty applies to Defective Hardware, that Defective Hardware Remedies are Customer's sole and exclusive remedies, and that the same shall not extend to anyone other than the Customer or Customer's authorized assignee.

6.12 Timely and full payment of the relevant portion of the Price, including all Warranty fees, is a prerequisite and condition precedent for Customer's right to the Hardware Warranty and to make or continue a claim under the Hardware Warranty.

7. Supply and installation of Systems

7.1 Subject to these Terms, the Company will install the System at the locations specified by the Customer, in accordance with the Scope of Work and any relevant technical specifications and/or standards expressly embedded therein by reference. Subject to Article 14, Company is in any case exempt from liability for acts of negligence that do not amount to gross negligence.

7.2 Upon complete Delivery and installation, the relevant System Software and/or Hardware will be tested by Customer for a period of 10 calendar days against and according to the material terms and/or specifications set forth in the Commercial Offer/Documentation or, if different, Statement of Work ("*Testing*"). In the event of conflicting terms and/or specifications that which is more favorable to the Company shall apply.

7.3 Unless otherwise agreed in the Commercial Offer, Statement of Work or Contract, during the Testing period, Customer shall inspect the System and notify the Company (in writing and in accordance with Paragraph 16.3) of any and all Defects or slight non-conformity (a "*Deviation*") identified during Testing. If the Defect is covered by the relevant Warranty, the Company shall at its unilateral election cure or repair as applicable, it being understood that (i) Warranties do not include Deviations, or any errors, defects, or system performance problems caused by the actions of the Customer, its employees, contractors, or consultants; (ii) the fulfilment of any Defective Hardware Remedies or Defective Software Remedies shall be acknowledged in writing by both Customer and Company as such relevant Defect is cured or otherwise resolved; (iii) acknowledgement of cure of any Defects shall not be unreasonably withheld, conditioned or delayed; (iv) Defective Hardware Remedies or Defective Software Remedies are Customer's sole and exclusive remedy for any Defects under Warranty; and (v) Warranties are in lieu of all other warranties, conditions or other terms, express or implied, relating to the System. For purposes of clarity, the Company does not warrant or guarantee against Deviations or that: (i) the System will meet all or any of Customer's particular requirements; (ii) that the operation of the System will be error-free or uninterrupted; or (iii) that all System programming errors can be detected or corrected.

7.4 Once each and every core component of the System Software is capable of supporting Customer's operations in any capacity, Customer shall notify the Company in writing of such fact in confirmation of complete System acceptance ("*System Acceptance*"). Customer is informed that, absent delivery by Customer to Company of written System acceptance, System acceptance is in any case deemed to have occurred upon operational and functional use by Customer of the System.

7.5 If during Testing the Company reasonably believes that Customer has acted in bad faith to delay, in any way, System Acceptance, Company may require System Acceptance by Customer within a period of no less than 10 calendar days (the "*Notice Period*"); upon expiry of the Notice Period Customer acknowledges and accepts that Company is entitled to disable, disconnect, or otherwise render inoperable all Software provided under the Offering until System Acceptance has occurred in accordance with .

7.6 Paragraphs 7.1 through 7.5 apply mutatis mutandis to each and every milestone established or otherwise agreed in writing by the Parties ("*Partial Acceptance*"), it being understood that final System Acceptance shall occur upon Acceptance of all System Hardware and Software listed in the Statement of Work. In the event of Partial Acceptance, the Customer acknowledges and agrees to have no right to Defective Software Remedies or Defective Hardware Remedies for the Delivered portion of the Offering.

7.7 The Warranty Period for the Hardware and embedded Software shall commence upon System Acceptance.

7.8 For the avoidance of doubt, in the event the Offering includes Hardware and Software, Articles 5 and 6 of these Terms shall apply mutatis mutandis to this Article 7.

8. Services

8.1 The Company shall from the Effective Date and for the duration of the Contract provide the Services to the Customer and/or the End User as set out in the Commercial Offer and any Documentation appended thereto and in accordance with these Terms.

8.2 As a general rule, Maintenance of Hardware and/or Software is governed by specific agreements (i.e., maintenance agreements). In any case, (i) Maintenance commences upon the expiry of the Warranty Period (subject to the condition precedent of full and timely payment by Customer of the Price and/or any relevant fees thereof); (ii) the Company does not guarantee (a) Serviced Hardware or Serviced Software will meet all or any of Customer's particular requirements; or (b) the operation of Serviced Hardware or Serviced Software will be error-free or uninterrupted; and (iii) repair or replacement, at Company's exclusive discretion, of the Serviced Hardware and/or Serviced Software shall be Customer's sole and exclusive remedy.

8.3 Maintenance of Serviced Hardware. Maintenance of Serviced Hardware is regulated as follows:

8.3.1 Company will Maintain the Serviced Hardware so that it will operate in accordance, in all fundamental respects, with the descriptions and specifications set forth in the Documentation applicable as of the date of these Terms;

8.3.2 Company will provide technical support to Customer-authorized contacts primarily via the designated support web portal, which serves as the main communication channel for troubleshooting installation, configuration, and operation of the Serviced Hardware. In cases where immediate assistance is required for critical issues, alternative contact methods may be provided as specified in the applicable Maintenance agreement. Should Company determine at its sole discretion that repair is necessary, or if Customer submits a repair request, the Company will issue a return/repair order number for further processing.

8.3.3 Customer will send, at its cost and in accordance with Paragraph 8.3.7 below, all eligible Serviced Hardware requiring repair directly to Company's designated service facility. Following repair, Company will return (at its cost) the Serviced Hardware to Customer's designated receiving facility, or other location as indicated by Customer in writing.

8.3.4 Should, upon inspection by Company and at its exclusive discretion, there be no Defect of the returned Service Hardware, Customer shall bear all shipping costs and then-current Company "time and material" prices.

8.3.5 Company reserves the right to replace any part of Serviced Hardware returned to Company for repair with functionally equivalent Hardware;

Company will ship the repaired Serviced Hardware to the Customer within the estimated timeframe specified in the applicable Maintenance agreement, subject to Article 15. In all other cases, Serviced Hardware will be returned in good repair on a capacity basis and without a guaranteed timeframe; any timeline provided by Company is purely indicative and does not constitute an independent commitment or create liability for delays.8.3.7 All Maintenance requests for Serviced Hardware must be authorized in advance and preceded by (i) issue by Company of a return/repair order number and (ii) a return order indicating: (a) date of the performance anomaly; (b) detailed description of the performance anomaly; (c) type/model number, part number and serial number of the relevant Serviced Hardware; Customer's return/repair order number; (d) shipping address and name of the contact in charge of receiving the Serviced Hardware for or on behalf of the Customer.

8.4 <u>Maintenance of Serviced Software</u>. Maintenance of Serviced Software is regulated as follows:

8.4.1 The Company shall provide such standard Maintenance program that it normally provides to its client base. But, at a minimum, such Maintenance program must include (i) all Updates to the Serviced Software; (ii) correction of Errors that are directly and exclusively attributable to the Company that the Customer finds in the Serviced Software; and (iii) a commitment to keep the Serviced Software current with the operating environment in which it is designed to function, provided (a) the relevant Serviced Software is delivered by the Company and Customer promptly notifies the Company, in writing, of a problem with the Serviced Software and provides sufficient information for Company to identify the problem.

8.4.2 The Customer acknowledges and agrees that Company's response to an Error will depend upon the severity thereof, as specified in the applicable service levels under the Contract.

8.4.3 In the event of a non-material and/or trivial problem not considered an Error, Customer agrees to compensate the Company according to its then-current pricing for any professional services required to in any case Maintain the Serviced Software.

8.4.4 The Customer agrees and expressly consents to be placed on Company's mailing list for the purpose of receiving announcements related to Updates and/or Upgrades to the Company Software (excluding mailings of Third Party Software) Delivered under the Contract.

8.5 <u>Hardware and Software excluded from Maintenance</u>. The Maintenance Services set out in Paragraphs 8.3 and 8.4 above do not apply to or include:

8.5.1 Third Party Products not specifically designated as Serviced Software or Serviced Hardware pursuant to the Commercial Offer/Scope of Work or relevant maintenance agreement; the

Company shall have no obligation to provide Maintenance Services with respect to such Third Party Products;

8.5.2 services that may be required to identify or correct errors, defects, or performance problems of Serviced Hardware of Serviced Software;

8.5.3 Maintenance requests or requirements due to (i) actions or omissions of the Customer, its employees, contractors, consultants or any other third party to the Contract; (ii) carelessness or negligence; (iii) vandalism; (iv) modification or repair contrary to Company's written repair procedures, specifications, or license terms; (v) any packaging problems or faults; (vi) fire, freezing, wind, flood, leakage, collapse, lightning, explosion, or other acts of God, including, but not limited to, acts of nature, God, or war (declared or undeclared), terrorism, or public enemy; or (vii) third-party service bulletins.

9. Amendments or variations to the Offering

9.1 Any additions and/or variations to the System and/or components thereof must be agreed in advance in writing, subject to determination of the applicable price, payment terms, lead time and delivery deadline. Variations initiated or required unilaterally by Customer shall not be binding on Company without the express written consent and authorized signature of Company.

9.2 The price for any requested amendments or variations to the Offering will be submitted by Company to Customer, with indication of whether such submission is a binding or non-binding and the required response deadline; if no deadline is provided, Customer is informed and agrees that it shall accept or reject Company's offer in writing within 15 calendar days of receipt.

9.3 In the event Company is unable to determine a fixed price for the requested variation(s), Company and Customer shall cooperate in good faith to determine an appropriate execution plan with such itemized pricing as set out in Company's offer. Alternatively, at Company's option, the total price for variants will be based on daily Services fees according to the seniority and/or qualifications of the relevant professional.

9.4 The agreed price for any amendments or variations to the Offering shall be in addition to the Price.

10. Additional obligations and covenants.

10.1 The Company shall:

10.1.1 co-operate with the Customer and/or the End Users in all matters relating to the Services and comply with all the instructions of the relevant authorities (e.g., Data Protection and Security Authorities);

10.1.2 perform the Services with all the due skill, care and diligence to be expected of a competent company experienced in providing services of a similar kind, scope and complexity as the Services;

10.1.3 appropriately select and use Company's personnel who are suitably skilled, trained, experienced, and security cleared (as required) to perform tasks assigned to them, and in sufficient number to ensure that the Company's obligations are fulfilled in accordance with the Contract;

10.1.4 manage the Company's personnel to ensure that the Company's obligations are fulfilled in accordance with the Contract;

10.1.5 ensure pursuant to relevant immigration and labor legislation that the Company's personnel are eligible or have the necessary permission to work in the area where the Services are to be performed;

10.1.6 use goods, materials, standards and techniques of appropriate quality as commonly practiced in the industry, and take reasonable steps to procure that the deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer or the End Users, will be free from defects of title;

10.1.7 obtain and always maintain all necessary licenses and consents necessary to provide the Services and comply in all material respects with all applicable legislation; and

10.1.8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer or End User's premises as the case may be.

10.2 The Customer shall:

10.2.1 not act in any way that could be considered detrimental to Company's business or reputation;

10.2.2 use its best efforts to ensure that Company and third party Intellectual Property Rights are not infringed by Customer employees, contractors, consultants, Affiliates or End Users (including all Affiliate or End User employees, contractors and consultants), or generally any third parties having access for any reason to the Intellectual Property Rights of Company or providers of Third Party Products (collectively, "*Users*");

10.2.3 guarantee, also for and on behalf of Users, strict compliance with Fara's code of conduct (available at: www.fara.no). In particular, Customer undertakes Users shall:

(i) comply with all anti-bribery, anti-money laundering, anti-bribery and other applicable laws as amended from time to time, including (by way of example and without limitation) the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and any other EU or other anti-bribery laws applicable to Company or Customer and/or their business operations;

(ii) have not offered or accepted and will not offer, promise, give or accept, authorize the payment of anything of value, regardless of monetary value (e.g., cash or cash equivalents, in-kind services, gifts, travel and entertainment, shares, job offers, etc.), directly or indirectly, to anyone (including, especially, a government official) with the intention of inducing him or her to engage in improper or unlawful conduct or to achieve an improper purpose, whether or not the Customer succeeds in his or her purpose;

(iii) have not made and will not make facilitation payments or "bribes" to anyone (including, especially, a government official) in a position of authority to expedite routine non-discretionary government actions or legal actions (e.g., processing permits, visas and licenses, scheduled inspections, customs clearance, etc.);

(iv) have not and will not offer, promise, give, demand, receive, or accept anything of value, directly or indirectly, to or from any person for the purpose of influencing, inducing, or rewarding the improper performance of any act or decision;

(v) cooperate in good faith to investigate the extent of any violations of applicable anti-corruption regulations and the obligations set forth in this Article 10;

it being understood and accepted that Company is entitled to require Customer to immediately remedy any breach of this Article 10 to the Company's satisfaction and notify Company in writing of such corrective action taken. Customer acknowledges that breach of this Article 10 constitutes a serious and material breach entitling Company, in its sole discretion, to suspend or terminate the Contract, in whole or in part, with immediate force and effect.

10.3 Without prejudice to any other confidentiality obligations existing between the Parties, the Company and Customer agree to keep strictly confidential the existence and contents of the Contract, its Annexes, and any other document disclosed or made available, as of the Effective Date or in the future, in connection with the Contract.

10.4 Customer is informed and agrees that breach of any part of Paragraph 10.2 constitutes a serious, material, repudiatory, and essential breach of the Contract and these Terms that entitles Company to suspend or terminate (with immediate force and effect) all or part of the Contract without prejudice to any other legal or Contract remedies.

11. Warranties and Disclaimer. The Company and Customer each warrant that:

11.1 it has all necessary power and authority licenses, approvals, consents, and permissions to enter into the Contract and these Terms and perform its obligations hereunder;

11.2 as far as it is aware having made reasonable enquiries, all Company components of the Offering are free from any liens and encumbrances; and

11.3 as far as it is aware having made reasonable enquiries, the Offerings do not infringe any patent, copyright, trademark, trade secret or other proprietary rights.

12. Intellectual Property Rights

12.1 Customer acknowledges that Company has and maintains full and exclusive right, title and interest in and to any and all Intellectual Property Rights in and to Hardware, Software and Documentation that is not a Third Party Product, including any and all other information and/or data, updates, developments new versions, enhancements, improvements and Feedback relating thereto and all derivatives thereof.

12.2 For the avoidance of doubt, all Intellectual Property Rights now in existence or created in the future are hereby assigned to and shall remain vested solely in the Company. Modifications, changes and further developments of Intellectual Property in relation to the Contract shall be made for the exclusive use, benefits and exploitation by the Company. Any reproduction or usage of the Intellectual Property Rights as well as its processing or modification is only permissible insofar as this is exceptionally permissible due to mandatory statutory provisions.

12.3 The Customer may use the Company's tradename for the sole purpose of identifying the Company as a reseller of the Offering to potential End Users but shall not make any other use of Company's tradename or trademarks without Company's prior written consent. Any goodwill derived from Customer's use of the Company's tradename or trademarks will inure for the benefit of the Company.

12.4 Customer acknowledges and accepts that any infringement by Customer or, generally, Users of any Intellectual Property Rights in the Offering shall entitle Company to recover any and all direct, special, incidental, consequential and/or indirect damages, as well as any lost, cost or expense suffered without limitation by Company.

13. Indemnity

13.1 The Company shall indemnify the Customer for all losses and liabilities (including reasonable attorneys' fees) that directly result from any third-party claims relating to: (i) the Software, to the extent delivered by the Company (with express exclusion of any Third Party Product), infringing any patent, copyright, trademark, trade secret or other proprietary right.

13.2 The Customer shall indemnify the Company for all losses and liabilities (including reasonable attorneys' fees) arising from (i) Customer having breached any representation, warranty or obligation to an End User; (ii) Customer having breached any representation, warranty or obligation under this Contract; or (iii) any infringement by Customer or Users of any Intellectual Property Rights in the Offering.

13.3 The indemnifying party's obligation to indemnify the indemnified party is contingent upon the indemnified party: (i) providing the indemnifying party prompt written notice of any claim; (ii) the indemnifying party has the exclusive and independent control of the defense of any claim to the indemnifying party and any related negotiations and/or agreements; and (iii) reasonably cooperating with the indemnifying party in the defense of the claim, at the indemnifying party's sole cost and expense.

13.4 Notwithstanding the above, Company shall have no liability or indemnity obligation for any third party infringement claim arising from or related to (i) the use of software other than a current, unaltered version of the Software; (ii) the combination, operation, or use of any Software with third-party programs or data, unless such combination or use has been previously and specifically authorized in writing by Company; (iii) any correction, change or addition made to any part of the Offering by any legal or natural person other than Company, unless such correction, change or addition has been previously and specifically authorized in writing by Company.

13.5 Infringement Remedy. In the event of an actual or suspected infringement claim related to Software, the Company is entitled (but not obliged), at its sole discretion and expense and as Customer's exclusive remedy, to (i) procure the right for each End User to continue using the Software; or (ii) make such alteration, modification, adjustment or replacement to the Software so that it becomes non-infringing. If none of the foregoing is reasonable, Company may at its discretion accept the return of the infringing Software and refund any sums paid by Customer for such Software.

13.6 In the event an infringement is finally established and to the maximum extent permitted by law, in no event shall Company's aggregate liability to Customer exceed the price or fees that have been actually paid by Customer in relation to the relevant part of the infringing Offering.

13.7 Customer acknowledges and agrees that the remedies set out in this Article 13 constitute Company's comprehensive liability and responsibility toward the Customer in the event that the Software is determined to infringe third party Intellectual Property Rights.

14. Limitation of Liability

14.1 Except for cases of willful misconduct and gross negligence, in no event shall the Company be liable (whether in contract and/or tort, by operation of law or otherwise) for any indirect, special, punitive consequential or incidental damages (including, without limitation, damages for loss of data, goodwill, profits, investments, use of money or use of facilities, interruption in use or availability of data, interruption of other work or impairment of other property), arising out of its performance or non-performance of the Contract, including without limitation any act or obligation arising therefrom or connected thereto, and/or these Terms, even if advised of the possibility of such damages. The Company disclaims all liability and indemnity obligations for any damages caused by third party hosting providers. The present Paragraph does not apply to the extent prohibited by law.

14.2 The limitations provided in this Article 14 shall survive and continue in full force and effect notwithstanding the termination or expiration of the Contract or any part thereof, any lack of consideration, essential purpose, or exclusive remedy.

14.3 Payment by Company to Customer of any sum, of whatever nature, is contingent upon Customer having previously uninstalled, deleted, and where requested returned to Company the relevant Hardware and/or Software, together with all media.

14.4 Company's aggregate liability to Customer for any and all claims, damages, costs, or losses of any kind or nature, arising from or in connection with the Contract or System (including its use, non-use or installation), as well as any tort, misrepresentation, or otherwise, shall in no event exceed (i) prior to System Acceptance, the portion of the Price that has been actually paid by the Customer for the relevant part of the Offering; or (ii) following System Acceptance, the value of the supply and installation services performed; or (iii) during the Maintenance period, the fees that have been actually paid for the relevant Serviced Hardware and/or Serviced Software or Services. For all other cases not contemplated herein, the Company's aggregate liability to Customer shall not exceed the Contract value.

14.5 Without limiting the generality of the foregoing, Customer's payment obligations under the Contract - including but not limited to the obligation to pay for Services, products (including lost profits), or any other part of the Offering - shall not be affected by any early termination by Customer and shall remain unrestricted and enforceable in all circumstances.

15. Force Majeure

15.1 Neither Party shall not be held responsible for any failure or delay in the performance of its duties resulting from circumstances beyond its control and responsibility. Such circumstances may include acts of any governmental agency, war, rebellion, pandemic, sabotage, embargo, fire, freezing, flood, or other natural disaster, strike or other labor disturbance, interruption or delay in transportation, unavailability, interruption or delay in telecommunications or third party services, failure of Third Party Products, inability to obtain raw materials, supplies, or energy used or equipment necessary for the provision of the Services, or acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any court or governmental body (each a "*Force Majeure Event*").

15.2 Force Majeure Events shall be reported as they arise to the Customer for the purpose of granting an extension of time for the execution of the work and any increased charges from such causes.

15.3 In the event of a Force Majeure Event, the affected Party shall: (i) give the other Party written notice with a succinct description of the relevant Force Majeure Event and/or remote causes; (ii) make reasonable efforts to promptly remove the Force Majeure Event; (iii) take such reasonable action as required to minimize as much as possible the impact of the Force Majeure Event on performance of the Contract.

15.4 Upon occurrence of a Force Majeure Event, the affected Party is entitled to totally or partially suspend performance of the Contract.

16. General

16.1 Customer agrees that upon expiry or termination of the Contract, Customer shall remove the System in its entirety, either by returning it to Company or by providing evidence of its complete deinstallation or uninstallation, as the case may be.

16.2 No withdrawal. Any right of withdrawal from the Contract of Customer is expressly excluded.

16.3 Notices. Any notice hereunder shall be deemed to be sufficiently given and any delivery hereunder deemed made when delivered in person or sent by tracked, registered or certified mail (including certified electronic mail) or courier to the address set forth in the Commercial Offer.

16.4 Headings. Article headings are shown herein for convenience only and shall not affect the meaning or interpretation hereof.

16.5 Waiver and Severability. The failure by a party to exercise any right hereunder will not operate as a waiver of such party's right to exercise such right or any other right in the future. No waiver may be valid against any party hereto unless made in writing and signed by the party against whom enforcement specified therein. If any provision of the Contract or these Terms is or becomes void or unenforceable in whole or in part, the validity or enforceability of the remaining provisions shall not be affected thereby. The void, invalid or unenforceable provision shall be deemed to be replaced by such valid and enforceable provision which comes closest to the purpose pursued by the void, invalid or unenforceable provision in terms of subject matter, extent, time and scope. The same shall apply to any loopholes in the Contract and/or Terms.

16.6 Amendments to Terms. The Terms of the Company shall apply in their current version, as updated from time to time. The Company reserves the right to amend the Terms unilaterally, provided such amendments are reasonable and do not significantly alter the agreed rights and obligations of the Parties. The Company shall notify the Customer of any changes to the Terms in writing or electronically (e.g., by email or by publication on the Company's website) at least thirty (30) days before such changes take effect. If the Customer does not object in writing within the notification period, such changes shall be deemed accepted.

16.7 Independent Contractors. The relationship of the Parties will be independent contractors, and neither Party will have the authority to enter into contracts or any other binding agreement on behalf of the other Party. Accordingly, each Party shall be solely and exclusively responsible for compliance with all applicable laws, rules, and regulations in the performance of their obligations under the Contract, including any applicable import and export control regulations and data protection laws.

16.8 Assignment and Change of Control. The Contract may not be assigned or otherwise transferred (including vis-à-vis a Change of Control event), and the duties hereunder may not be delegated by either party unless expressly authorized in writing by the other party, which authorization will not be unreasonably withheld, conditioned, or delayed. All provisions hereof shall be binding upon either party's successors or assigns. For the avoidance of doubt, any Change in Control of Customer requires Company's prior written consent.

16.9 Third Party Rights. Unless otherwise provided herein, the Contract is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to the Contract.

16.10 Governing Law and Jurisdiction.

16.10.1 Without regard to rules on conflict of laws, or applicable public procurement legislation in the event the Contract is concluded pursuant to a public tender, the Parties irrevocably agree that the competent courts of the country where the Company is incorporated shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with these Terms or Contract, including any question regarding its existence, validity, formation or termination. The United Nations Convention on the International Sale of Goods will not apply to this Contract, or any Commercial Offer issued hereunder.

16.10.2 Notwithstanding Paragraph 16.10.1, the Company is entitled at its option to bring proceedings, including third party proceedings, against the Customer in any other court of competent jurisdiction, and the bringing or continuing of proceedings in any one or more jurisdictions shall not preclude the bringing of proceedings in any other jurisdiction, whether concurrently or not, if and to the extent permitted by applicable law.

16.11 Entire Agreement. The Contract, relevant Commercial Offer, and these Terms set forth the entire agreement of the Parties regarding the subject matter of the Contract and supersede all prior agreements and understandings, negotiations, statements and proposals, whether written or oral. These Terms may only be modified by a written amendment signed by a duly authorized representative of each party.