

language**wire**

GENERAL TERMS & CONDITIONS FOR TECHNOLOGY
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1 INTRODUCTION AND STRUCTURE

- 1.1 These General Terms and Conditions apply to LanguageWire's provision of the Solutions delivered as SaaS to Customer.
- 1.2 The General Terms and Conditions form an integrated part of the Agreement entered into between LanguageWire and Customer. In the event of conflict between the provisions of the General Terms and Conditions and the Agreement the latter prevails.
- 1.3 LanguageWire may amend the General Terms and Conditions from time to time. LanguageWire will give Customer a reasonable notice period of at least two months to inform LanguageWire whether or not Customer will accept the changes. If no such information is given to LanguageWire within this period, which shall commence as from the notice of change is sent by LanguageWire, the modified General Terms and Conditions shall be deemed accepted by Customer.
- 1.4 Any access to and use of the Solutions may be subject to and governed by additional terms and conditions, including an acceptable user policy. The additional terms may be included in the Agreement or be provided by third party delivering the Solutions.

2 THE SOLUTIONS

- 2.1 The Solutions are developed and owned by LanguageWire, and Customer is given access to the Solutions in accordance with these General Terms and Conditions and the Agreement.
- 2.2 Customer will be granted access to Solutions through a browser or via the LanguageWire Content Platform.
- 2.3 The Solutions are exhaustively specified in the Agreement. The Agreement also specifies the requirements in relation hereto, including scope, quantity, and quality as well as any specific expectations hereto. No other services, such as consulting, further development, implementation or training will be provided, unless expressly set out in writing in the Agreement.
- 2.4 LanguageWire does not warrant any specific service levels for the performance of the Solutions, nor that the Solutions will be error-free or that the Solutions will be without interruptions.
- 2.5 Any planned downtime will, to the extent reasonable possible, be placed outside of normal business hours, e.g. at night or in the weekends.
- 2.6 The Solutions, including data included in the Solutions, are standard products.
- 2.7 Provided that Customer pays the fee, Customer is granted a time-limited, non-exclusive, non-transferable right to use the Solutions, including any upgrades, updates, versions, releases, results from maintenances and development services, etc. provided by LanguageWire during the term specified in the Agreement.
- 2.8 Only Customer is entitled to use the Solutions. Customer can only use the Solutions for its own purposes.
- 2.9 If Customer uses the Solutions in violation of these General Terms and Conditions, LanguageWire may immediately and without notice cancel or terminate the Agreement with immediate effect on the grounds of material breach and is entitled to damages according to Danish law.



3 USER RIGHTS

- 3.1 The right to use the Solutions is granted pursuant to the user rights metrics specified in the Agreement, including the restrictions specified therein.
- 3.2 Customer must at all time, ensure to have the appropriate number of user rights needed for Customer's actual use regardless of any organisational ties, including in terms of employment and affiliation.

4 TIME SCHEDULE AND DELIVERY

- 4.1 Delivery of the Solutions is deemed to have taken place once the Solutions are made available to Customer through the browser or the LanguageWire Content Platform.
- 4.2 Customer acknowledges that continued provision of the Solutions is conditional on Customer's timely periodic payment of renewal or subscription charges set out in the Agreement.

5 CHANGES

- 5.1 Changes to the Agreement must be made in writing (e.g. digitally or via e-mail.) and are subject to agreement by the Parties.
- 5.2 The Solutions may at the sole discretion of LanguageWire be subject to changes from time to time, including by addition or removal of features, provided that such replacement does not have a material adverse effect on the Solutions as a whole. The changes may occur without notice. However, LanguageWire will use reasonable efforts to notify Customer in advance.

6 USE OF SUB-SUPPLIERS

- 6.1 LanguageWire may use sub-suppliers in the performance of the Solutions.
- 6.2 LanguageWire is directly responsible for the Services performed by a sub-supplier as if the Services were provided by LanguageWire itself.

7 THIRD PARTY SERVICES

- 7.1 The Solutions may include Third Party Services.
- 7.2 Third Party Services are subject to the third party's applicable service terms/licence terms provided to Customer. Thus, such applicable service terms/licence terms, including use rights and limitations of liability, take precedence over the Agreement, and are deemed accepted by Customer.
- 7.3 Notwithstanding anything to the contrary, LanguageWire assumes no liability of any kind for any Third Party Services, including concerning availability, functionality, updates, modifications or defects; Third Party Services are delivered strictly "as is". LanguageWire's sole responsibility is to forward any defect report received by Customer to the Third Party or distributor hereof.
- 7.4 LanguageWire may at any time replace supplier of Third Party Services, provided that such replacement does not have a material adverse effect on the Solutions as a whole.
- 7.5 This section 7 shall apply to any Third Party service, whether integrated in the Solutions or made available to Customer as a standalone Solutions, etc.

8 PRICES AND PAYMENT

- 8.1 The Customer's use of the Solutions is subject to payment of the fee as set out in the Agreement.



- 8.2 LanguageWire may invoice Customer monthly in advance.
- 8.3 The terms of payment are 15 days from the date of the invoice.
- 8.4 All prices are stated and will be charged in the currency / currencies mentioned in the Agreement exclusive of VAT and other taxes/duties.
- 8.5 Each Party is responsible for its own compliance with applicable law and regulations concerning VAT and other taxes/duties.
- 8.6 Interest on overdue payments accrue in accordance with applicable law.
- 8.7 LanguageWire may adjust the agreed fee annually.
- 8.8 The adjustment cannot exceed the highest of the annual increase in the Eurostat Harmonized index of consumer prices (HICP / tec00027) per 1 January.
- 8.9 Changes due to external circumstances, including in relation to currency rates, charges for insurance and carriage, change in prices for Third Party Services etc. permits LanguageWire to further adjust its charges by the net impact of the changes without prior notice.
- 8.10 Set-off against any payments invoiced by LanguageWire is not permitted.

9 BREACH AND REMEDIES

9.1 General

- 9.1.1 Unless otherwise set out in the Agreement, Danish law shall apply with regard to breach of the Agreement.
- 9.1.2 LanguageWire's liability for breach, including for defects and delay, expires 12 months after delivery of the relevant Solutions.
- 9.1.3 Notice of breach does not exempt Customer from its obligation to pay invoiced amounts when due.

9.2 Delay

- 9.2.1 LanguageWire may withhold or suspend any Solutions if payment covering the Solution(s) is delayed, but only if LanguageWire has given at least 30 days prior written notice and the delayed payment has not been received in full at the expiry of the notice period.

9.3 Corrective measures

- 9.3.1 When a Party is notified of its breach, or itself becomes aware of its breach, the Party is entitled and obligated to remedy the breach without undue delay. Specific service levels may be agreed in the Agreement.
- 9.3.2 Remedy includes taking all necessary corrective measures to remedy a defect or delay and ensuring the restoration of the Solutions or payment of any outstanding amounts.
- 9.3.3 Defects may at the sole discretion of LanguageWire be remedied by remediation or replacement.
- 9.3.4 If the breach cannot be remedied without undue delay, the Parties must in good faith discuss a remedial plan for the breach and any reasonable workaround.

9.4 Compensation

- 9.4.1 To the extent a Party fails to remedy a breach, the non-breaching party may claim damages in accordance with the Agreement.
- 9.4.2 If Customer reports a non-existing or non-reproducible defect, LanguageWire may claim payment for the time and materials spent in relation hereto.



9.4.3 For matters for which LanguageWire is liable to pay service credits, liquidated damages etc., other compensation may only be claimed for losses suffered exceeding such service credits, liquidated damages etc.

9.5 **Limitation of liability**

9.5.1 LanguageWire is not liable for any indirect, or consequential damages, including Customer's lost profits or revenues, anticipated revenues, operating loss, loss of goodwill, business interruption, diminished business value or loss of data (except for direct recovery costs for data for which the liable Party has a backup responsibility). LanguageWire's lost profits or revenues under the Agreement, increased resource spend by LanguageWire or payment for surplus resources which cannot be reallocated, are deemed a direct loss.

9.5.2 LanguageWire's aggregate liability in respect of all matters arising out of or in connection with the Agreement during any 12 months period, whether based on contract, indemnity, statute, equity, art. 82 of the General Data Protection Regulation or otherwise, is limited to an amount corresponding to 100 % of the payments received by LanguageWire under the Agreement for the same period.

9.5.3 The Parties are each responsible and liable for claims from data subjects in accordance with Article 82 of the General Data Protection Regulation and section 26 of the Danish Liability for Damages Act (in Danish "erstatningsansvarsloven"). The limitations of liability in these General Terms and Conditions and in the Agreement apply to claims between Customer and LanguageWire as a result of claims from data subjects. Customer's claims against LanguageWire may not exceed the amount maximization as specified in section 9.5.2, and Customer must indemnify LanguageWire for any claims from data subjects against LanguageWire exceeding that limitation.

9.5.4 The limitations of liability do not limit a Party's liability in relation to:

- a. payment of any due invoices;
- b. losses that may not be excluded or limited according to applicable law which cannot be waived;
- c. product liability in relation to death or bodily harm;
- d. Third party claims due to infringement of third party's intellectual property rights;
- e. breach of confidentiality undertakings set out in the Agreement; and
- f. gross negligence, wilful misconduct or fraud.

9.5.5 LanguageWire is not liable for loss or damages due to Customer's lack of training, use of the Solutions except as set out in the provided documentation or due to implementation of, amendments to, or interference with the Solutions by Customer or any third party.

9.5.6 LanguageWire is not liable for any breach caused by Customer, its employees, agents or LanguageWires, including reasonable reliance on Customer's instructions, authorizations, approvals or information.

10 **INTELLECTUAL PROPERTY RIGHTS**

10.1 Customer acknowledges that LanguageWire (or its licensors) owns all copyright and intellectual property rights or industrial property rights in and to the Solutions, including, but not limited to, the Solutions' code. This also applies to any amendments, adjustments, upgrades etc. of the Solutions. Customer must respect such intellectual rights, and Customer is liable for any breach of such rights, including a third party's unauthorised access to the Solutions.

10.2 Notwithstanding anything to the contrary, to the extent specific licence terms and conditions apply to specific Solutions, the specific licence terms and conditions will govern the licence granted to Customer in lieu of the beforementioned clauses.

10.3 LanguageWire recognises that Customer is the owner of the Customer Material.



- 10.4 Customer warrants and represents that Customer holds any and all intellectual property rights in and to the Customer Material.
- 10.5 During the term of the Agreement and for as long as LanguageWire performs the Solutions, Customer grants LanguageWire a non-exclusive and non-transferable license to the Customer Material enabling LanguageWire to perform the Solutions.
- 10.6 LanguageWire does not assume any copyrights to the outcome of using the Solutions (i.e. the translations carried out by Customer when using the Solutions). However, Customer grants LanguageWire a perpetual, non-exclusive and non-transferable right to use the outcome in order for LanguageWire to improve and develop its Solutions.

11 WARRANTIES

- 11.1 The Solutions are provided "as is" meaning that the Solutions are provided in whatever condition they presently exist.
- 11.2 The Solutions are IT services and accordingly it is understood and accepted that they will never be completely free from errors, defects or interruptions.
- 11.3 LanguageWire however warrants that the Solutions in all material aspects will work in accordance with provided specifications and any original documentation provided by LanguageWire, and that all material functions work, provided that the Solutions are used for the intended purpose, in accordance with the specifications and on the computer hardware and with the operating system for which the Solutions have been developed.
- 11.4 The above represents the only warranties, and LanguageWire provides no additional warranties of any kind, neither explicit nor implicit. LanguageWire explicitly waives any warranties regarding marketability and suitability for a specific purpose.

12 AUDIT AND INFORMATION

- 12.1 LanguageWire is at any time and without prior notice entitled to verify Customer's compliance with the Agreement. Such verification may be in the form of electronic access to the Solutions and any records therein. Customer must provide reasonable assistance to LanguageWire with these verification tasks.
- 12.2 Without prejudice to any other remedies for breach which LanguageWire may have at its disposal, and in case Customer has not obtained the correct user rights, LanguageWire is entitled to claim payment of the additional user fees for the period when Customer has not obtained the correct user rights.
- 12.3 Neither of the parties are liable for the other party's costs related to this clause **Error! Reference source not found.** Regardless of the above, Customer is liable for any costs paid by LanguageWire if an audit reveals any non-compliance with the General Terms and Conditions on the part of Customer.

13 SYSTEM REQUIREMENTS

- 13.1 Customer is aware and recognizes that the Solutions may require and be comprised by specific system requirements and/or a software subscription. Such requirements may be subject to changes from time to time. However, LanguageWire will use reasonable efforts to notify Customer in advance. Customer is responsible for complying with any such system requirements and for paying any related costs and fees. LanguageWire does not guarantee that the Solutions are compatible with any future or past versions of third party software.

14 INFRINGEMENT OF THIRD PARTY'S RIGHTS



- 14.1 Notwithstanding generally applicable limitations of liability, LanguageWire must defend, indemnify and hold harmless Customer pursuant to this clause **Error! Reference source not found.** for any claims submitted, and finally awarded to, a third party that the Solutions infringe the third party's intellectual property rights.
- 14.2 Indemnification is conditional upon the Customer:
- a. promptly notifying the defending party of the claim, giving the defending Party the option of taking over the defence hereof;
 - b. giving the defending Party any reasonably requested information and cooperation and sole authority to defend and settle the claim; and
 - c. not making any statement which may prejudicially affect the chances of settlement or defence of the claim.
- 14.3 LanguageWire may at its sole discretion obtain a valid licence to the infringed intellectual property rights or bring an end to the infringement by modifying or replacing the Solutions with a solution with materially the same functionality as the one infringing the third party's intellectual property rights.
- 14.4 Alternatively, LanguageWire may terminate the Agreement (or the part related to the infringing Solutions) with immediate effect against repayment of all payments received by LanguageWire within the most recent 12 months period for the terminated part of the Agreement, without the obligation to indemnify further loss or costs.
- 14.5 LanguageWire's obligations do not apply if the claim or adverse final judgment is based on:
- a. Customer's non-compliance with the Agreement;
 - b. Customer's integration of the Solutions etc. with a third-party product, data or business process including third-party add-ons or software; or
 - c. use of the Solutions etc. for purposes other than as intended and/or contrary to any instructions on use.
- 14.6 The clauses regarding Infringement of third party's rights are the Customer's sole and exclusive remedy in relation to infringement of third-party intellectual property rights.

15 TERMINATION

15.1 Termination for Convenience

- 15.1.1 The Agreement may be terminated for convenience by either Party with three months prior written notice to the end of a month.

15.2 Termination for cause

- 15.2.1 Each Party may terminate the Agreement immediately for cause:
- a. If the other Party commits a material breach of the Agreement, and the material breach has not been remedied 30 days of receipt of a written notice from the non-breaching Party to do so;
 - b. If the other Party is responsible for a material breach of the Agreement which is not capable of remedy; or
 - c. In the event of bankruptcy of the other Party, subject to the right of the bankruptcy estate to enter the Agreement of the extent permitted under the Danish Insolvency Act or similar applicable law.
- 15.2.2 Customer's failure to pay any outstanding amount (except for outstanding amounts disputed in good faith) is deemed a material breach.



15.3 **Effects of termination**

- 15.3.1 Termination for any reason has effect for the future only (ex nunc).
- 15.3.2 Termination for any reason does not result in the repayment of any payments made.
- 15.3.3 Upon termination of the Agreement, regardless of the reason, Customer must immediately refrain from any use of and delete all copies of the Solutions and remove them from Customer's systems.

16 **FORCE MAJEURE**

- 16.1 No Party is in breach of any obligation to the extent and for the duration prevented from performing the obligation due to a force majeure event.
- 16.2 Force majeure events include acts of God, war, mobilization, breakdown of telecommunication/Customer's infrastructure that are not provided by LanguageWire, external security events (e.g. hacker attacks, attack by computer viruses or other third-party destructive behaviour) and similar conditions (if the event is not the result of LanguageWire's breach, including non-compliance with agreed security requirements under the Agreement), health and safety restrictions and recommendations issued by public authorities, pandemics, epidemics, natural disaster, strikes, lock-out, fire, damages to production plant, import and export regulations and other unforeseeable circumstances beyond the control of the Party concerned.

17 **DATA AND SECURITY**

- 17.1 Unless otherwise specified in the Agreement, Customer is responsible for ensuring proper backup of Customer's data.
- 17.2 Customer is responsible for the accuracy and integrity of any data processed by LanguageWire when utilising the Solutions; and Customer's transfer, migration and/or conversion of Customer's data to or from the Solutions.
- 17.3 The Solutions provide platforms for Customer's use and or integration with own systems, i.e. a set of functionalities. No content or data is provided. The configuration and use of the Solutions are thus entirely performed by Customer.

18 **CUSTOMER'S PERSONAL DATA**

- 18.1 If LanguageWire undertakes to process personal data on behalf of Customer (as a data processor), the Parties must enter into a separate data processor agreement based on LanguageWire's standard. The provisions of the data processor agreement prevail in the event of conflict with the provisions of the Agreement, or the General Terms and Conditions for Technology.
- 18.2 Before providing personal data to LanguageWire, Customer confirms that it has obtained the necessary legal basis for LanguageWire's lawful processing of personal data on behalf of Customer.
- 18.3 LanguageWire may anonymise and use for its own purposes any data received, generated, or processed as part of the Solutions. LanguageWire holds any and all rights to the anonymised data, including intellectual property rights.

19 **CONFIDENTIALITY**

- 19.1 Each Party must observe complete confidentiality regarding any information and documentation etc. about the other Party in every respect as obtained in relation to the Agreement and the Solutions. This clause applies regardless of termination of the Agreement for any reason.



19.2 Each Party may disclose confidential information to its representatives, including legal advisors, consultants etc. if the disclosure is necessary for legal advisors, consultants etc. to perform their roles or professional functionality in relation to the Agreement or the Solutions. A Party may further disclose confidential information to the extent that it is required to do so by mandatory law or regulation, or by an enforceable order of a court or public authority acting within the scope of its powers.

19.3 The confidentiality obligations do not cover:

- a. information known or which becomes known to the receiving Party without obligation of confidentiality;
- b. information which is independently developed by the receiving Party;
- c. information which is known to the general public.

19.4 Personal information subject to privacy laws is not per se confidential information.

20 REFERENCES

20.1 Each Party is entitled to use the other Party's name, trademarks, service marks or by reference in any media release, public announcement, or public disclosure relating to the Agreement or its subject-matter. Notwithstanding the foregoing, any such use must be in a positive and loyal manner and in accordance with any design instructions, including placement of trademarks and co-branding, etc.

21 ASSIGNMENT

21.1 The Parties may only assign rights and obligations pursuant to the Agreement to a third party with the other Party's prior written approval which must not be unreasonably withheld or delayed.

21.2 Notwithstanding anything to the contrary, LanguageWire may at its sole discretion, assign, novate or transfer the Agreement, in whole or in part, to (a) an affiliate of LanguageWire or (b) to any third party if done so as part of a divestment of one or more of its entities, business units etc.

22 GLOBAL TRADE COMPLIANCE AND ANTI-CORRUPTION

22.1 The Solutions are provided for Customer's internal use and not for commercialisation. If Customer exports, imports, or otherwise transfers any Solutions, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations.

22.2 Both Parties must comply with applicable laws and regulations relating to anti-bribery and anti-corruption. LanguageWire may suspend its performance under the Agreement to the extent required by applicable law.

23 GOVERNING LAW AND DISPUTES

23.1 The Agreement is governed by and construed in accordance with Danish law, except for (a) any rules leading to the application of other legislation than Danish and (b) the United Nations Convention on Contracts for the International Sale of Goods (CISG).

23.2 Any dispute and claim arising from or in relation to the Agreement, including any disputes regarding its existence, validity or termination, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration, at LanguageWire's venue.





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