

language**wire**

# **GENERAL TERMS & CONDITIONS**

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# SECTION I – GENERAL TERMS

## 1. INTRODUCTION AND STRUCTURE

- 1.1. This is a schedule to the Framework Agreement between LanguageWire and Customer and forms an integrated part of the Agreement.
- 1.2. The General Terms and remaining schedule apply to all Services provided by LanguageWire prior to and after entering into the Agreement. Section II (Professional Services), Section III (Software as a Service) contains the service terms and conditions (Service Terms) applicable in addition to the General Terms and only to the Services as specified in each Section (e.g. the Section named Professional Services only applies to the provision of Professional Services and applies in addition to the General Terms).
- 1.3. Provisions from the Service Terms prevail over these General Terms.

## 2. AGREEMENT BY ORDERS

- 2.1. The Services must be agreed upon pursuant to an Order specifying the Services, the scope, price and/or special conditions applicable to the Services to be provided by LanguageWire.
- 2.2. Each Order constitutes an individual agreement separate from other Orders and the Agreement. When Services are provided under an Order, all references to “Agreement” in this schedule are deemed a reference to the individual Order.
- 2.3. No cross effects apply between any Orders nor in relation to the Framework Agreement or the Agreement. Accordingly, breach, defects, delay, termination for any reason relevant to Services under one Order does not affect any other Order or the Agreement. Limitations of liability applies to and are calculated for each Order as well as the Agreement separately. Termination (for any reason) of the Framework Agreement or the Agreement does not affect an Order and vice versa. In the event of termination of the Agreement, LanguageWire must thus continue to provide the Services according to an already agreed Order, unless that Order is also terminated.

## 3. THE SERVICES

- 3.1. The Services are specified in the Agreement which contains the exhaustive specification of the Services and the requirements in relation hereto, including scope, quantity, and quality as well as any specific expectations hereto.
- 3.2. The Services do not include project management, documentation, support, training, and maintenance unless expressly set out in the Agreement.
- 3.3. The Services must be provided in accordance with recognised and generally accepted good practice within the industry.
- 3.4. LanguageWire decides on how to structure and provide the Services, including choosing methods, design, and functionality with due respect to the Agreement.
- 3.5. If LanguageWire discontinues any of the Services during the term of the Agreement, LanguageWire must provide Customer with prior written notice as soon as reasonable possible but no less than 180 days prior to such discontinuation and may, in its sole discretion either:
  - a. Substitute the discontinued Services with comparable Services; or
  - b. terminate the discontinued Services.



## **4. THE PARTIES' COOPERATION**

- 4.1. The Parties must in good faith contribute to the performance of the Agreement in a flexible and cooperative manner necessary for the timely delivery of the Services. Each Party must ensure that the necessary organisational structure to do so is in place. The Parties must ensure that their representatives have the necessary authority and decision-making competence.
- 4.2. The Parties' written communication can take place without any formal requirements including digitally or via a platform or other communication tool provided by LanguageWire.
- 4.3. Customer must participate as agreed in the Agreement and provide contribution and participation reasonably expected or requested from time to time by LanguageWire, including in relation to decision making and resources.
- 4.4. To the extent necessary for LanguageWire's delivery of the Services, Customer must obtain the necessary approvals, licences, authorizations, consents and/or permits to enable LanguageWire to: (a) access Customer sites and Customer personnel, and (b) use, access, maintain and modify software, hardware and other materials provided or made available by Customer.
- 4.5. Customer must minimise the risk of loss or damage to Customer's IT systems, including by performing sufficient backup of data, and ensure that LanguageWire is made aware in writing of any safety regulations or other guidelines that apply to the access to Customer's IT systems before LanguageWire is given access hereto.
- 4.6. If information provided by a Party is inaccurate or incomplete, or a Party fails to perform its obligations, the Parties agree to negotiate in good faith reasonable changes to the affected part(s) of the Services and/or Agreement.

## **5. DELIVERY**

- 5.1. The Services are delivered in accordance with the specification and time schedule as set out in the Agreement.
- 5.2. Unless otherwise agreed, delivery is deemed to have taken place for each part of the Services once the Service is made available to Customer for commercial use. The risk of the Services passes to Customer at the time of delivery.

## **6. CHANGES**

- 6.1. Changes to the Agreement, including the Services, must be made in writing (e.g. digitally or via e-mail.) and are subject to agreement by the Parties.
- 6.2. Reasonable time and materials spent by LanguageWire, at the request of Customer, in the preparation of changes are payable by Customer on time and material basis.
- 6.3. To the extent changes in laws, regulations and Customer policies impact the delivery of the Services, the impact on the Services is handled as a change.

## **7. USE OF SUB-SUPPLIERS**

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



## **8. THIRD PARTY SERVICES**

- 8.1. The Services may include Third Party Services.
- 8.2. 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.
- 8.3. 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.
- 8.4. LanguageWire may at any time replace supplier of Third Party Services, provided that such replacement does not have a material adverse effect on the Services as a whole.
- 8.5. This section 8 shall apply to any Third Party Service, whether integrated in the Services or made available to Customer as a standalone Service, etc.

## **9. PRICES AND PAYMENT**

- 9.1. The Services will be delivered against payment as set out in the Agreement. For any Services for which payment is not set out in the Agreement, the Services will be provided against payment on a time and material basis in accordance with the actual number of hours and materials spent in the delivery hereof or the actual number of words translated and in accordance with LanguageWire's price list in force at any time.
- 9.2. LanguageWire may invoice Customer in advance for any recurring Services as well as Services subject to a fixed fee. All other Services will be invoiced monthly in arrears.
- 9.3. The terms of payment are 15 days from the date of the invoice.
- 9.4. All prices are stated and will be charged in DKK exclusive of VAT and other taxes/duties.
- 9.5. Each Party is responsible for its own compliance with applicable law and regulations concerning VAT and other taxes/duties.
- 9.6. Interest on overdue payments accrue in accordance with applicable law.
- 9.7. Supplier may adjust the agreed charges for recurring Services and hourly rates annually.
- 9.8. The adjustment cannot exceed the highest of the annual increase in the Eurostat Harmonized index of consumer prices (HICP / tec00027) per 1 January.
- 9.9. 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.
- 9.10. Set-off against any payments invoiced by LanguageWire is not permitted.
- 9.11. LanguageWire may collect and/or require information on Customer's credit rating. Furthermore, LanguageWire may require pre-payment or adequate security in the form of a bank guarantee by a well-reputed financial institution in an amount equal to the estimated payments for the Services as a condition for the (continued) delivery hereof.



## **10. BREACH AND REMEDIES**

### **10.1. General**

- 10.1.1. Unless otherwise set out in the Agreement, Danish law shall apply with regard to breach of the Agreement.
- 10.1.2. Customer must examine the Services without undue delay after delivery has taken place.
- 10.1.3. Customer's remedies for breach, including for defects and delay, expires if notice hereof is not received by LanguageWire without undue delay after the breach was discovered or ought to have been discovered.
- 10.1.4. LanguageWire's liability for breach, including for defects and delay, expires 12 months after delivery of the relevant Services.
- 10.1.5. Notice of breach does not exempt Customer from its obligation to pay invoiced amounts when due.
- 10.1.6. Non-compliance with warranted service levels is not considered a delay, but a defect.

### **10.2. Delay**

- 10.2.1. Service is delayed if the time of delivery occurs later than the agreed delivery date for that Service.
- 10.2.2. Each Party must give written notice of any actual or anticipated delay and loyally attempt to limit the adverse effects of the delay.
- 10.2.3. If a Party is prevented from performing its obligations due to circumstances attributable to the other Party, that Party may postpone any affected deadline by the duration of the delay.
- 10.2.4. If a delay is caused mainly by circumstances attributable to Customer, affected payments are invoiced in accordance with the Agreement, regardless of whether the Services, milestones, tests, etc. triggering the payment have been delayed.
- 10.2.5. LanguageWire may withhold or suspend any Service if payment covering the Service 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.

### **10.3. Corrective measures**

- 10.3.1. 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.
- 10.3.2. Remedy includes taking all necessary corrective measures to remedy a defect or delay and ensuring the restoration of the Services or payment of any outstanding amounts.
- 10.3.3. Defects may at the sole discretion of LanguageWire be remedied by remediation or replacement.
- 10.3.4. 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.

### **10.4. Compensation**

- 10.4.1. To the extent a Party fails to remedy a breach, the non-breaching party may claim damages in accordance with the Agreement.



10.4.2. If Customer reports a non-existing or non-reproducible defect, LanguageWire may claim payment for the time and materials spent in relation hereto.

10.4.3. 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.

## **10.5. Limitation of liability**

10.5.1. 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.

10.5.2. LanguageWire's aggregate liability in respect of all matters arising out of or in connection with an Order 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 Order for the same period.

10.5.3. 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 Terms 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 10.5.2, and Customer must indemnify LanguageWire for any claims from data subjects against LanguageWire exceeding that limitation.

10.5.4. 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.

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

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

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1. LanguageWire recognises that Customer is the owner of the Customer Material.
- 11.2. Customer warrants and represents that Customer holds any and all intellectual property rights in and to the Customer Material.
- 11.3. During the term of the Framework Agreement and for as long as LanguageWire performs the Services, the latter grants LanguageWire a non-exclusive and non-transferable license to the Customer Material enabling LanguageWire to perform the Services.
- 11.4. LanguageWire is the owner of any and all intellectual property rights in and to the Solutions, products and Services. See however clause 11.5 regarding transfer of rights to the Work Result. s
- 11.5. Subject to effective payment for the Services, LanguageWire transfers to Customer the intellectual property rights in and to the Work Result of the Services provided to Customer. For the avoidance of doubt, no rights are transferred to Customer with regard to any tools, methods, know-how or software, including the Solutions, products or Services applied by LanguageWire in that respect.
- 11.6. Customer grants LanguageWire a perpetual, non-exclusive and non-transferable right to use the Work Result and the know-how generated by LanguageWire when performing the Services to Customer in order for LanguageWire to improve and develop its services.
- 11.7. Notwithstanding anything to the contrary, to the extent specific licence terms and conditions apply to specific Services, the specific licence terms and conditions will govern the licence granted to Customer in lieu of the beforementioned clauses.

## **12. INFRINGEMENT OF THIRD PARTY'S RIGHTS**

- 12.1. Notwithstanding generally applicable limitations of liability, a Party (the defending Party) must defend, indemnify and hold harmless the other Party (the effected Party) pursuant to this clause 12 for any claims submitted, and finally awarded to, a third party that the Service infringes the third party's intellectual property rights.
- 12.2. Indemnification is conditional upon the affected Party:
  - 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.
- 12.3. The defending Party 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 Services with a solution with materially the same functionality as the one infringing the third party's intellectual property rights.
- 12.4. The defending Party's obligations do not apply if the claim or adverse final judgment is based on:
  - a. the affected Party's non-compliance with the Agreement;
  - b. the affected Party's integration of the Services etc. with a third-party product, data or business process including third-party add-ons or software; or
  - c. use of the Services etc. for purposes other than as intended and/or contrary to any instructions on use.



- 12.5. The clauses regarding Infringement of third party's rights are the affected Party's sole and exclusive remedy in relation to infringement of third-party intellectual property rights.

## **13. TERMINATION**

### **13.1. General**

- 13.1.1. Termination must be made in writing (e.g. Digitally or via e-mail).

### **13.2. Termination for Convenience**

- 13.2.1. The term of the Agreement (and any licences and/or services granted hereunder) is set out in the Agreement.

- 13.2.2. In the event of Customer's termination for convenience, Customer must pay:

- a. the charges accrued until the date when termination for convenience is made;
- b. for Services delivered in the termination period;
- c. idle time for resources allocated which reasonably cannot be reallocated until expiration of the termination notice, and
- d. other reasonable and unavoidable costs incurred.

- 13.2.3. Any costs must be reasonably mitigated by LanguageWire.

### **13.3. Termination for cause**

- 13.3.1. 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 to the extent permitted under the Danish Insolvency Act or similar applicable law.

- 13.3.2. Customer's failure to pay any outstanding amount (except for outstanding amounts disputed in good faith) is deemed a material breach.

### **13.4. Effects of termination**

- 13.4.1. Termination for any reason has effect for the future only (ex nunc).

- 13.4.2. Termination for any reason does not result in the repayment of any payments made.



## **14. FORCE MAJEURE**

- 14.1. 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.
- 14.2. 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.

## **15. DATA AND SECURITY**

- 15.1. Unless otherwise specified in the Agreement, Customer is responsible for ensuring proper backup of Customer's data.
- 15.2. Customer is responsible for the accuracy and integrity of any data processed by LanguageWire when utilising the Services; and Customer's transfer, migration and/or conversion of Customer's data to or from the Services.

## **16. CUSTOMER'S PERSONAL DATA**

- 16.1. 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, the General Terms, or the Service Terms.
- 16.2. 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.
- 16.3. LanguageWire may anonymise and use for its own purposes any data received, generated, or processed as part of the Services. LanguageWire holds any and all rights to the anonymised data, including intellectual property rights.

## **17. CONFIDENTIALITY**

- 17.1. 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 Services. This clause applies regardless of termination of the Agreement for any reason.
- 17.2. 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 Services. 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.
- 17.3. 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.



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

## **18. REFERENCES**

18.1. 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.

## **19. ASSIGNMENT**

19.1. 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.

## **20. GLOBAL TRADE COMPLIANCE AND ANTI-CORRUPTION**

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

20.2. 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.

## **21. GOVERNING LAW AND DISPUTES**

21.1. 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).

21.2. 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.



## **SECTION II – LANGUAGEWIRE SERVICES**

### **1. INTRODUCTION**

- 1.1. These Service Terms constitute an integral part of the Agreement and apply to LanguageWire's delivery of Professional Services.

### **2. THE PROFESSIONAL SERVICES**

- 2.1. Unless expressly set out in the Agreement, all Professional Services are provided as professional performance services meaning that LanguageWire provides a work effort but does not warrant a specific functionality or result (in Danish: "Indsatsforpligtelse").
- 2.2. LanguageWire may fulfil any specification through the provision of standard functionality.

### **3. TIME SCHEDULE AND DELIVERY**

- 3.1. LanguageWire will use commercially reasonable efforts to perform the Professional Services in accordance with any agreed delivery time or time schedule as set out in in the Agreement. Any time schedule in the Agreement is intended for planning and estimating purposes only and is not intended as a "time of the essence" provision.
- 3.2. Unless a specific acceptance testing-, or delivery process is set out in the Agreement, time of delivery will occur continuously as LanguageWire performs the work effort constituting the Professional Services. In any event shall delivery be deemed to have taken place when Customer starts using the Professional Services or puts the Professional Services into commercial use.
- 3.3. If a specific acceptance testing- or a delivery process is set out in the Agreement, the time of delivery will occur at the earliest of either a) when the validation, testing or delivery process has been approved/completed or b) when Customer starts using the Services or the results thereof or puts the Services or the results thereof into commercial use.

### **4. PERSONNEL**

- 4.1. LanguageWire must use qualified resources for the performance of the Professional Services.
- 4.2. The Parties must seek to ensure continuity in the resources used. However, if necessary, the Parties may replace resources, including named resources allocated to the Agreement, with other corresponding resources.
- 4.3. The Parties may not replace key resources designated as such in the Agreement, unless required due to personal matters such as termination of employment, illness, etc. or due to general organisational changes.
- 4.4. A Party must notify the other Party if a named resource is no longer available. In such case, the Party must provide a replacement resource of equivalent capability.

### **5. CUSTOMER VALIDATION**

- 5.1. To the extent set out in the Agreement or the Order, Customer must carry out Customer Validation of the Work Result or parts hereof timely and as specified in the Agreement and/or Order.
- 5.2. If Customer does not carry out the agreed Customer Validation timely or does not carry out the validation at all, then the Customer Validation and approval of such Services contemplated by the Customer Validation and delivery of the Service and/or Work result shall be deemed to have taken place. Accordingly, such Work Result or parts hereof shall form basis for LanguageWire's continued Service as if appropriate Customer Validation has taken place.



- 5.3. Once Customer Validation is completed (or deemed to have taken place as set out above) or the relevant Work Result is taken into commercial use by Customer, LanguageWire shall be entitled to invoice Customer for the Professional Services.

## **6. PRICE AND TERMS OF PAYMENT**

### **6.1. Unit pricing**

- 6.1.1. Professional Services delivered based on unit price are invoiced based on the actual number of units processed, e.g., translated, as part of delivering the Professional Services. The applicable unit set out in the Order and the price per unit is used in the calculation.

### **6.2. Time and material**

- 6.2.1. Professional Services delivered under the price model time and material are invoiced based on the actual number of hours and materials spent. To the extent hourly rates are set out in the Agreement, they are used in the calculation.
- 6.2.2. LanguageWire must provide a non-binding price estimate if requested by Customer. If there is a risk that an estimate will be exceeded, LanguageWire will notify Customer without undue delay. If an estimate is exceeded, LanguageWire may still continue to provide the Professional Services against payment of the charges exceeding the fee estimate unless a change has been agreed.
- 6.2.3. LanguageWire must keep account of the time spent, specifying in each instance the relevant resource and the extent and nature of the work performed.

### **6.3. Fixed fee**

- 6.3.1. Professional Services delivered under the price model fixed fee are invoiced according to the agreed fixed fee regardless of time and material spent.

### **6.4. Other expenses**

- 6.4.1. LanguageWire delivers the Professional Services within normal business hours, i.e., on Monday to Friday, excluding public holidays in LanguageWire's jurisdiction. I
- 6.4.2. If Customer specifically instructs LanguageWire to deliver the Professional Services outside of normal business hours, LanguageWire may charge Customer an overtime premium per hours of 50 % regardless of the price model.
- 6.4.3. Costs, expenses, and outlays (e.g., food and accommodation expenses) may be invoiced in addition to the charges for the Professional Services regardless of the price model. Extraordinary expenses must be approved by Customer in advance.
- 6.4.4. Mileage may be invoiced in addition to the charges for the Professional Services regardless of the price model and is calculated in accordance with the prevailing official tax mileage reimbursement rate per kilometre driven (in Danish: 'Statens takster for kilometergodtgørelse'). Mileage does not include bridge toll or tickets to public transportation which are invoiced separately as expenses. LanguageWire must reasonably reduce transport costs.

## SECTION III – SOFTWARE AS A SERVICE (SERVICE TERMS)

### 1. INTRODUCTION

- 1.1. These Service Terms constitute an integral part of the Agreement and apply to LanguageWire's provision of the Solutions.
- 1.2. 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 SERVICES

- 2.1. LanguageWire will use commercially reasonable efforts to correct any incidents, but expressly disclaims any legal obligations to do so.
- 2.2. 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.
- 2.3. The Solutions, including data included in the Solutions, are standard products.
- 2.4. 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.
- 2.5. Only Customer is entitled to use the Solutions. Customer can only use the Solutions for its own purposes.
- 2.6. The Solutions may be used only as expressly permitted unless otherwise permitted by mandatory legislation in force. It is expressly not permitted to:
  - a. Break or circumvent any technical limitations;
  - b. Reverse engineer, decompile or disassemble the Solutions or use any other methods to gain access to source code of the Solutions or any trade secrets embodied in the Solutions;
  - c. Modify or change the Solutions or the object code;
  - d. Allow a third party to perform changes or maintenance to the Solutions on behalf of Customer;
  - e. Make the Solutions or the functionality of the Solutions available to any third party through any means (e.g. through a network or hosting service);
  - f. Publish or enable others to copy or access the Solutions;
  - g. Sell, rent, lease or lend the Solutions;
  - h. Use the Solutions for commercial software hosting services;
  - i. Use the Solutions to support the business of a third party or to operate a bureau service;
  - j. Amend or remove any labels and/or notices regarding copyright, trademarks or other rights, or any references thereto, included in the Solutions or the medium on which the Solutions has been delivered.
- 2.7. Subject to LanguageWire's prior specific written consent, Customer is notwithstanding the forgoing entitled to make the Solutions available to a third party operating the Solutions on behalf of or for the benefit of Customer (e.g. a hosting service provider or outsourcing service provider). LanguageWire may require such third party to enter a separate declaration concerning the rights to the Solutions.



- 2.8. The source code of the Solutions is to be considered and treated as confidential information.
- 2.9. Customer has no right to receive a copy of the source code to the Solutions. Customer only has a right to receive a copy of the object code to the extent the Solutions is provided for client-side installation.
- 2.10. If Customer uses the Solutions in violation of these Service Terms, 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. INTELLECTUAL PROPERTY RIGHTS**

- 4.1. 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.

### **5. WARRANTIES**

- 5.1. The Solutions are provided "as-is" meaning that the Solutions are provided in whatever condition they presently exists.
- 5.2. The Solutions are IT services and accordingly it is understood and accepted that they will never be completely free from errors, defects or interruptions.
- 5.3. 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.
- 5.4. 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.

### **6. AUDIT AND INFORMATION**

- 6.1. 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.
- 6.2. 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.



- 6.3. Neither of the parties are liable for the other party's costs related to this clause 6. Regardless of the above, Customer is liable for any costs paid by LanguageWire if an audit reveals any non-compliance with the Service Terms on the part of Customer.

## **7. SYSTEM REQUIREMENTS**

- 7.1. 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.

## **8. TIME SCHEDULE AND DELIVERY**

- 8.1. The Solutions will be delivered from the agreed time of delivery.
- 8.2. The Solutions are provided as recurring services for the term (including any renewal term) set out in the Agreement. If the Solutions are provided on a renewal or subscription basis, 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.

## **9. CHANGES**

- 9.1. 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 Services as a whole. The changes may occur without notice. However, LanguageWire will use reasonable efforts to notify Customer in advance.
- 9.2. If the Solutions are delivered using LanguageWire's software or hardware, LanguageWire may replace or upgrade the software or hardware without Customer's prior consent.

## **10. TERMINATION**

### **10.1. Effect of termination**

- 10.1.1. 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.

### **10.2. Termination assistance**

- 10.2.1. LanguageWire must contribute to the transition of data from the Solutions to Customer or a third party designated by Customer, in a loyal and responsible manner pursuant to reasonable request from Customer.
- 10.2.2. The provision of termination assistance in relation to any third party is subject to the third party entering into a confidentiality agreement with LanguageWire on terms and conditions no less strict than those set out in the Agreement.
- 10.2.3. The provision of termination assistance may be requested to be provided from the date of notice of termination (for any reason) and up to three months following the effective date of the termination.
- 10.2.4. Termination assistance is delivered against payment on a time and material basis in accordance with the actual number of hours and materials spent in delivering the termination assistance and calculated in accordance with LanguageWire's generally applicable price list from time to time.





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