

# General Terms & Conditions

Schedule 2

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# Section I – General Terms

## 1. Introduction and Structure

- 1.1. Section I - General Terms shall be generally applicable to all Services provided by LanguageWire, and Section II - Professional Services (Service Terms) and Section III - Solutions (Service Terms) contain the terms and conditions additionally applicable and taking precedence over Section I regarding the specific types of Services.

## 2. Definitions

- 2.1. The definitions set out below shall have the same meaning in any Agreement, schedules, and Orders entered into by the Parties, unless otherwise is explicitly agreed upon between the Parties.

Definition	Description
Agreement	An agreement between LanguageWire and Customer containing additional terms and conditions applicable to the business cooperation, including any related schedules and Orders.
Customer	The legal entity acquiring Services from LanguageWire.
Confidential Information	Information disclosed, whether in writing, orally, visually, or in any other manner between the Parties including, without limitation, any information pertaining to financial, technical, operational, administrative, business, corporate, or commercial aspects of the Party/Parties, as well as any other type of information and data and know-how which relates to the business cooperation, Services, or products.
Customer Material	Any material, text, pictures, documents, or documentation whatsoever made available by Customer to LanguageWire for use as part of or in relation to LanguageWire's performance of the agreed Services.
Customer Validation	The validation process that Customer must carry out as stated in the Agreement or as specifically agreed upon in an individual Order.
Data Processing Agreement	The data processing agreement governing LanguageWire's processing of personal data on behalf of Customer set out in Schedule 3.
General Terms & Conditions	LanguageWire's General Terms & Conditions including any deviations specified in an Agreement, or per default as made available on LanguageWire's website from time to time.

LanguageWire	The LanguageWire legal entity providing the Services to Customer.
LanguageWire TMS	LanguageWire's proprietary, cloud-based Translation Management System (TMS) that manages the ordering and workflows of the different services made available by LanguageWire.
Order	An agreement entered into by the Parties specifying Services to be delivered, time of delivery (if any), prices, and/or special terms (if any) applicable to the delivery of the Services, e.g. an order of a project made via the LanguageWire TMS.
Party / Parties	LanguageWire and Customer either individually or collectively.
Pricing & Service Description	The Pricing & Service Description describing the offered services and agreed prices between the Parties, set out either in a schedule to an Agreement or made available via the LanguageWire TMS from time to time.
Professional Services	Consultancy services performed by LanguageWire including, but not limited to, translation services, training, integration, applications development, project management, implementation, scripting, data transfer, and documentation, as well as the results and deliveries provided as a part thereof.
Services	A combined term for the Solutions, Professional Services, products, and deliverables made available and/or delivered by LanguageWire as agreed upon from time to time in an Order.
Solutions	LanguageWire's technology solutions that are made available to Customer as part of the Services.
Subscription	An Order for the continuous provision, enablement or availability of a Service subject to a one-time charge or recurring fee.
Sub-suppliers	Third parties appointed by LanguageWire or Customer to either wholly or partially perform the Services on LanguageWire's or Customer's behalf, e.g., independent translators not employed by LanguageWire.
Third-Party Services	Services or software provided by a third party that may be necessary for LanguageWire to provide the agreed Services, e.g., content management solutions, APIs, or other types of software provided by a third party to either LanguageWire or Customer.
Work Result	The outcome and/or result delivered to Customer, e.g. translations of Customer Material, in the performance of the Services carried out by LanguageWire.

### **3. The Services**

- 3.1. The Services are specified in the applicable and relevant Agreement, Order, and Pricing & Service Description, which contain 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 or in an Order.
- 3.3. The Services must be provided in accordance with recognised and generally accepted good practice within LanguageWire's industry.
- 3.4. Unless otherwise specified in an Order, LanguageWire may decide on how to structure and provide the Services, including the choice of methods, design, and functionality with due respect to any applicable Agreement between the Parties.
- 3.5. Delivery is deemed to have taken place for each part of the Services once either Customer Validation has been performed or the Service or Work Result is made available to Customer for use, unless otherwise has been specified explicitly in an Order.
- 3.6. The risk of the Work Result passes to Customer at the time of delivery, and LanguageWire is not obligated to maintain backups of delivered Work Results.
- 3.7. Work Results may be delivered in written format using fonts selected at either LanguageWire's or Customer's discretion. Unless otherwise specifically agreed in the relevant Order, Customer shall solely be responsible for securing all necessary licenses or permissions for Customer's intended use of fonts included in the Work Results following LanguageWire's delivery.
- 3.8. If LanguageWire discontinues any Services that are continuously provided in accordance with an Order during the term of the Agreement, LanguageWire must provide Customer with a written notice as soon as reasonably 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. Use of Sub-Suppliers**

#### **LanguageWire's Sub-suppliers**

- 4.1. LanguageWire may use Sub-suppliers for the performance of Services.
- 4.2. LanguageWire is directly responsible for Services performed by a Sub-supplier as if the Services were performed by LanguageWire itself.

#### **Customer's personnel or Sub-suppliers**

- 4.3. Subject to LanguageWire's prior written approval, Customer may allow its own personnel or Sub-suppliers, i.e., Customer's consultants or contractors, to access LanguageWire's Solutions for the purpose of providing Services to or on behalf of Customer.
- 4.4. Customer is directly responsible and liable for its personnel and any Sub-suppliers to whom it grants access. Customer shall ensure that all its personnel or Sub-suppliers comply with the terms of all relevant Agreements in effect between LanguageWire and Customer, including but not limited to confidentiality, data protection, and acceptable use obligations.
- 4.5. Notwithstanding anything to the contrary, nothing shall be construed to create any employment, agency, or partner relationship between LanguageWire and any personnel or third party granted access by Customer. LanguageWire shall have no responsibility or liability for any tax, social security, employee benefits, or other obligations arising from Customer's relationship with such personnel or third parties.
- 4.6. LanguageWire reserves the right to suspend or revoke access to the Services for any of Customer's personnel or Sub-suppliers at any time, without liability, if Customer is found to be in breach of LanguageWire's General Terms & Conditions or any applicable laws or regulations.

## **5. Orders**

- 5.1. Each Order constitutes an individual agreement separate from other Orders, incorporating the terms and conditions as set out in the Agreement and this schedule.
- 5.2. Orders may be entered into via e-mail, the LanguageWire TMS, or by any other means in writing whereby a binding agreement on the provision of Services is entered into by the Parties.
- 5.3. The Parties shall not at any time be obliged to enter into an Order.
- 5.4. No cross effects shall apply between any Orders, or between types of Services, respectively Professional Services or Solutions, delivered in accordance with the same Order. Accordingly, breaches, defects, delay, or termination for any reason relevant to one type of Service delivered or made available under an Order does not affect the other types of Services delivered under the same Order or any other Order.
- 5.5. Termination (for any reason) of an Agreement does not affect an Order. In the event of termination of an Agreement, LanguageWire shall continue to provide the Services according to an already agreed Order.

## **6. Changes**

- 6.1. Changes to the Agreement or an Order must be made in writing (e.g. digitally or via e-mail.) and are subject to agreement by the Parties.
- 6.2. In case any change in applicable laws, regulations, or Customer policies has a material impact on the performance of the Services, this is handled as a change suggested by Customer.

## **7. The Parties' Cooperation**

- 7.1. The Parties must in good faith contribute to the performance of the Agreement in a flexible and cooperative manner as necessary for the timely delivery of the Services.
- 7.2. The Parties' written communication can take place without any formal requirements including via e-mail or via a digital platform or other communication tool provided by LanguageWire.
- 7.3. Customer must participate as specified in the Agreement, as requested from time to time by LanguageWire or as can reasonably be expected, including in relation to decision-making and the provision of resources as may be necessary for LanguageWire's performance of the Services.
- 7.4. To the extent necessary for LanguageWire's delivery of the Services, Customer is responsible for obtaining the necessary approvals, licences, authorisations, consents, and/or permits to enable LanguageWire to: (a) access Customer sites, infrastructure, or personnel, and (b) use, access, maintain, and modify software, hardware, and other materials provided or made available by Customer.
- 7.5. Customer must minimise the risk of loss or damage to Customer's IT systems, including by performing sufficient backup of data and ensuring that LanguageWire is made aware in writing of any safety regulations or other guidelines that may apply to Customer's IT systems and infrastructure before LanguageWire is given access hereto.
- 7.6. If information provided by Customer is inaccurate or incomplete and this causes LanguageWire's failure to perform its obligations, the Parties agree to negotiate the necessary and reasonable changes to the affected part(s) of the Services and/or Agreement in good faith.

## **8. Third-Party Services**

- 8.1. Certain Services provided by LanguageWire may be dependent on the availability, functionality, or integration of Third-Party Services.
- 8.2. Unless Third-Party Services are explicitly included in the Order, Customer is responsible for acquiring and maintaining the rights of use to all such Third-Party Services as necessary for LanguageWire to provide the agreed Services.
- 8.3. Third-Party Services may be subject to the third party's applicable service terms/licence terms, and such service terms/licence terms, including use rights and limitations of liability are deemed accepted by Customer and take precedence over the Agreement regarding the Third-Party Services.
- 8.4. Third-Party Services delivered by LanguageWire are delivered strictly "as is," and LanguageWire's sole responsibility regarding Third-Party Services is to forward any defect report received by Customer to the third party or distributor hereof.
- 8.5. Notwithstanding anything to the contrary, LanguageWire assumes no liability of any kind for any Third-Party Services that are not delivered by LanguageWire,

including, but not limited to, service interruptions, availability, changes in functionality, updates, modifications, or defects.

## **9. Prices**

- 9.1. All prices are stated exclusive of VAT and other taxes/duties and will be invoiced in the currency specified in the Agreement, the specific Order or LanguageWire's price list in force from time to time.
- 9.2. Services will be delivered against Customer's effective payment. Services for which a price is not set out in the Agreement or in an Order will be provided against payment calculated 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 either a Pricing & Service Description agreed between the Parties or LanguageWire's price list in force at the time of the Order.
- 9.3. LanguageWire is entitled to adjust the prices in the Pricing & Service Description annually in accordance with the aggregated percentage-based change for the EU in the Eurostat Harmonised Index of Consumer Prices (HICP / tec00027) since the last adjustment following a prior written notice.
- 9.4. Changes to LanguageWire's costs due to external circumstances, including in relation to currency rates, charges for insurance and carriage, changes in prices for Third-Party Services etc., permits LanguageWire to further adjust the prices in the Pricing & Service Description by the net impact of the changes following a prior written notice.
- 9.5. Price adjustments in accordance with Clause 9.3 and Clause 9.4 shall be applicable to active Subscriptions and all future Orders.

## **10. Invoicing and Payment Terms**

- 10.1. LanguageWire may invoice Customer in advance for Subscriptions as well as Services subject to a fixed fee. All other Services will be invoiced monthly in arrears.
- 10.2. Each Party is responsible for its own compliance with applicable law and regulations concerning VAT and other taxes/duties.
- 10.3. The terms of payment are 14 days from the date of the invoice.
- 10.4. Interest on overdue payments accrues in accordance with applicable law.
- 10.5. Setoff against any payments invoiced by LanguageWire is not permitted.
- 10.6. 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 payment for the Services as a condition for the (continued) delivery hereof.

## **11. Breach and Remedy**

### **Breach**

- 11.1. Customer must examine the Services without undue delay after delivery has taken place.
- 11.2. Each Party must provide the other Party with a written notice of any actual or anticipated breach and must loyally attempt to limit the adverse effects of such breach.
- 11.3. A Service is defective if it does not correspond to what has been agreed upon between the Parties in the relevant Order, or as can reasonably be expected by Customer from a comparable professional within LanguageWire's industry.
- 11.4. A Service is delayed if the time of delivery occurs later than the mutually agreed delivery date for that Service as specified in the relevant Order.
- 11.5. 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.
- 11.6. If a delay is caused mainly by circumstances attributable to Customer, affected payments are invoiced in accordance with the Agreement, regardless of whether payment is conditioned upon the performance of certain Services, milestones, tests, etc. that may be delayed.
- 11.7. Notice of breach does not exempt Customer from its obligation to pay invoiced amounts when due.
- 11.8. Customer's failure to pay any outstanding amount (except for outstanding amounts disputed in good faith) is deemed a material breach.
- 11.9. LanguageWire may withhold or suspend any Service if payment covering the Service is delayed, but only if LanguageWire has given a prior written notice and the delayed payment has not been received in full at the expiry of the communicated notice period.

### **Remedy**

- 11.10. Customer's right to claim LanguageWire's remedy of a breach, including defects and delays, shall be forfeit if Customer does not provide LanguageWire with a written notice specifying the breach promptly after it was discovered or ought to have been discovered by Customer.
- 11.11. When a Party becomes aware or is notified of its breach, the Party is entitled and obligated to remedy the breach without undue delay.
- 11.12. Remedy includes payment of any outstanding amounts and the undertaking of all necessary corrective measures to remedy a defect or delay and ensuring the restoration of the Services.
- 11.13. Defects may at the sole discretion of LanguageWire be remedied by remediation or replacement.
- 11.14. 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.

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

## **12. Limitations of Liability**

- 12.1. Notwithstanding anything to the contrary, LanguageWire's liability for breaches, including for defects and delay, shall expire 12 months after delivery of the Services unless Customer has provided LanguageWire with a written notice specifying the breach.
- 12.2. Neither Party shall be liable for any indirect or consequential losses or damages, including 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). The remuneration for an agreed Order is deemed a direct loss.
- 12.3. Each Party's aggregate liability in respect of all matters arising out of or in connection with an Order during any 12-month period, whether based on contract, indemnity, statute, equity, or otherwise, shall be limited to an amount corresponding to 100% of the payments paid or payable by Customer to LanguageWire under the Order during the same period.
- 12.4. LanguageWire is under no circumstances liable for losses or damages attributable to Customer's lack of training, use of the Services except as set out in provided documentation, or the implementation of amendments to, or interference with, the Services by Customer or any third party.
- 12.5. LanguageWire is not liable for any breach attributable to Customer or Customer's employees, agents, or suppliers, including LanguageWire's reasonable reliance on instructions, authorisations, approvals, or information provided by Customer.
- 12.6. The limitation of liability in Clause 12.3 shall not limit a Party's liability in relation to:
- a. losses that may not be excluded or limited according to applicable law which cannot be waived;
  - b. Product liability in relation to death or bodily harm;
  - c. Claims due to infringement of third party's intellectual property rights;
  - d. Claims from data subjects made in accordance with Article 82 of the General Data Protection Regulation;
  - e. Breach of the confidentiality undertakings set out in the Agreement; and
  - f. Gross negligence, willful misconduct, or fraud.
- 12.7. Notwithstanding anything to the contrary, LanguageWire shall not be liable for matters arising out of, or in connection with, Work Results generated by AI-based Solutions, which LanguageWire has not explicitly agreed to validate with regards to non-infringement and suitability for the agreed purpose.

### **13. Intellectual Property Rights**

- 13.1. LanguageWire acknowledges that Customer is the owner of the Customer Material.
- 13.2. Customer acknowledges that LanguageWire (or any third party that has delivered parts of the Solutions), has all rights to the Solutions including, but not limited to, ownership and intellectual property rights.
- 13.3. Customer warrants and represents that Customer holds any and all intellectual property rights or rights of use in and to the Customer Material as necessary for LanguageWire to perform the Services.
- 13.4. During the term of the Agreement and for as long as LanguageWire performs the Services, Customer grants LanguageWire a non-exclusive and non-transferable right of use to the Customer Material as necessary for LanguageWire to perform the Services.
- 13.5. Subject to the effective payment for the Services, LanguageWire transfers to Customer the intellectual property rights in and to the Work Result of the delivered Services. For the avoidance of doubt, no rights are transferred to Customer regarding any tools, methods, know-how, or software, including the Solutions or products applied by LanguageWire in the performance of the Services.
- 13.6. Customer grants LanguageWire a perpetual, non-exclusive, and non-transferable right to use the general learnings of the Work Result and the know-how generated by LanguageWire during the performance of the Services in order for LanguageWire to improve and develop its Services, provided that LanguageWire continues to adhere to the confidentiality obligations in respect to the Customer Material and Customer's intellectual property rights.
- 13.7. Notwithstanding anything to the contrary, to the extent that specific license terms of a third party apply to the Solutions, products, or Services, those specific license terms shall govern the license granted to Customer in lieu of the beforementioned clauses.

### **14. Infringement of Third-Party Rights**

- 14.1. A Party (the defending Party) must defend, indemnify, and hold harmless the other Party (the affected Party) for any claims submitted, and finally awarded to, a third party that due to the Service infringing the third party's intellectual property rights.
- 14.2. 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.

- 14.3. The defending Party may, at its sole discretion, obtain a valid license 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.
- 14.4. 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;
  - c. Use of the Services etc. for purposes other than as intended and/or contrary to any instructions on use; or
  - d. Work Results generated by AI-based Solutions for which LanguageWire has not explicitly agreed to validate with regards to non-infringement and suitability for the agreed purpose.
- 14.5. 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.

## **15. Termination**

- 15.1. Termination must be made in writing (e.g. digitally or via e-mail).
- 15.2. An Agreement or Subscription may be terminated for convenience by either Party following a prior written notice of 6 months to the end of a calendar month.
- 15.3. Professional Services that are to be delivered in accordance with an Order cannot be terminated for convenience, unless expressly specified in the relevant Order.
- 15.4. 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 during 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.
- 15.5. Either Party may terminate the Agreement or an individual Order immediately for cause:
- a. If the other Party commits a material breach, and the material breach has not been remedied 30 days after the Party's 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.

- 15.6. Termination for any reason has effect for the future only (ex nunc).
- 15.7. Termination for any reason does not result in the repayment of any payments made.

## **16. Force Majeure and Hardship**

- 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 or hardship event.
- 16.2. Force majeure events include acts of God, war, mobilisation, health and safety restrictions, and recommendations issued by public authorities, pandemics, epidemics, natural disaster, strikes, lock-out, fire, damages to a production plant, import and export regulations, and other unforeseeable circumstances beyond the control of the Party concerned.
- 16.3. Hardship events include situations where a Party is prevented from performing their obligations due to unforeseen circumstances beyond the control of the Party concerned, such as breakdown of external cloud-hosting services, telecommunication services, Customer's infrastructure that is not provided by LanguageWire, external security events (e.g. hacker attacks, attack by computer viruses, or other third-party destructive behaviour) and similar conditions (granted that the event is not the result of LanguageWire's breach, including noncompliance with agreed security requirements under the Agreement or other reasonable, market standards for security requirements).
- 16.4. In case of hardship event, the Parties shall use commercially reasonable efforts to mitigate or overcome the event as soon as reasonably practicable. If LanguageWire is prevented from providing the Services for a prolonged period beyond what may be reasonably mitigated, the Parties agree to negotiate a change to the affected Order in good faith.

## **17. Data and Security**

- 17.1. Customer is responsible for ensuring proper backup of Customer's data. LanguageWire shall under no circumstance be liable for loss of Customer Material or Work Results that have already been delivered, with the sole exception being data for which LanguageWire has specifically agreed to a backup responsibility in accordance with an Agreement or an Order.
- 17.2. Customer is responsible for the accuracy and integrity of data provided by Customer that is processed by LanguageWire when utilising the Services; and for Customer's transfer, migration and/or conversion of Customer's data to or from the Services.

- 17.3. LanguageWire shall implement and maintain a level of information security that is consistent with current industry standards.

## **18. Customer's Personal Data**

- 18.1. Customer is responsible for obtaining the necessary legal basis for LanguageWire's lawful processing of personal data on behalf of Customer before providing such personal data to LanguageWire.
- 18.2. If LanguageWire (as a data processor) undertakes to process personal data on behalf of Customer (as a data controller), the Parties must first enter a separate data processing agreement based on LanguageWire's standard template. The provisions of the data processing agreement prevail in the event of conflict with the provisions of the Agreement or these General Terms & Conditions.

## **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 Services. The Parties shall keep and treat confidential information with the same degree of care as it accords to its own confidential information, but not less than reasonable care.
- 19.2. The confidentiality obligations do not cover information:
- a. Known or which becomes known to the receiving Party without obligation of confidentiality;
  - b. Which is independently developed by the receiving Party; and
  - c. Which is known to the general public.
- 19.3. Each Party may only disclose confidential information to third parties, including sub-suppliers, legal advisors, consultants, etc. if such disclosure is necessary in relation to the Agreement or the Services and the third party has entered into binding confidentiality obligations at least as protective as the obligations set forth herein prior to any disclosure.
- 19.4. The Parties may 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.
- 19.5. Each Party shall immediately notify the other Party in the event of any unauthorised access, use, or disclosure of the other Party's confidential information.
- 19.6. The confidentiality obligations shall continue to apply for a period of 5 years after the termination of LanguageWire and Customer's business relationship for any reason.

## **20. References**

- 20.1. Either 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. Notwithstanding anything to the contrary, LanguageWire may, at its sole discretion, assign, novate, or transfer the Agreement and the rights and obligations contained herein 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. 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 authorisations.
- 22.2. The Parties must comply with all 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 and shall not be liable for such suspension of the Services.

## **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.

## **24. Non-Waiver, Severability, and Survival of Terms**

- 24.1. Failure of LanguageWire to exercise or enforce any contractual right shall not be deemed to be a waiver of any such right thereafter, nor shall it preclude LanguageWire from any other or further exercise of the contractual rights.
- 24.2. If any provision in an Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of the Agreement, which will otherwise remain in full force and effect. The Parties will then use their best efforts to negotiate a valid and enforceable provision that is as similar as possible in substance to the severed provision.
- 24.3. Any terms and conditions of this Agreement which by their nature extend beyond the termination or expiry of this Agreement including, but not limited to, confidentiality, intellectual property, and indemnification clauses, shall continue to be binding and enforceable for the period necessary to give them full effect.

## Section II – Professional Services (Service Terms)

### 1. Introduction

- 1.1. These Service Terms apply to LanguageWire's delivery of Professional Services.

### 2. The Professional Services

- 2.1. 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").

### 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 the Agreement or relevant Order. Any time schedule 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 or relevant Order, the time of delivery will occur continuously as LanguageWire performs the work effort constituting the Professional Services. Delivery shall in any event be deemed to have taken place when Customer starts using the Work Result or puts the Services or Work Result into commercial use.
- 3.3. If a specific acceptance, testing, or 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 puts the Services or Work Result 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 or specific Order, or with other resources of an equivalent quality. A Party must notify the other Party if a named resource is no longer available.
- 4.3. The Parties must seek not to replace key resources designated as such in the Agreement or Order, unless required due to matters outside of the Party's reasonable control, personal matters such as termination of employment, illness, etc., or due to general organisational changes.

## 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 in a timely manner, or at all, 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 the 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 Service/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
  - a. 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
  - a. Professional Services delivered on a time and material basis are invoiced based on the actual number of hours and materials spent.
  - b. LanguageWire must provide a non-binding price estimate if requested by Customer. 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.
  - c. 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
  - a. Professional Services delivered in accordance with a fixed fee are invoiced according to the agreed fixed fee regardless of time and material spent.
- 6.4. Other expenses
  - a. LanguageWire delivers the Professional Services within normal business hours, i.e., 09:00 to 17:00 on Monday to Friday, excluding public holidays in the country of the LanguageWire legal entity providing the Services.
  - b. 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.

- c. 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.
- d. 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 – Solutions (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 as requested by LanguageWire. The additional terms may be included in the Agreement or provided by any third party that may be part of the delivery of the Solutions.

### 2. The Services

- 2.1. The Solutions, including any data included in the Solutions, are considered standard products, and shall not be considered Customer-specific developments.
- 2.2. 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.
- 2.3. Only Customer is entitled to use the Solutions. Customer can only use the Solutions for its own purposes.
- 2.4. 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 the 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;
  - k. Abuse, misuse or exploit the Solutions; or
  - l. Use the Solutions for harmful, abusive, illegal or unethical purposes.
- 2.5. 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.
- 2.6. The source code of the Solutions is to be considered and treated as Confidential Information.
- 2.7. 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 are provided for client-side installation.
- 2.8. 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 to the full extent permitted by law.

### **3. User Rights**

- 3.1. The right of use to the Solutions is granted pursuant to the user rights metrics specified in the Agreement or relevant Order, including the restrictions specified therein.
- 3.2. Customer must at all times ensure having 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 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 via Customer's access.

### **5. Warranties**

- 5.1. The Solutions are provided "as-is" meaning that the Solutions are provided in whatever condition they presently exist.
- 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 will use commercially reasonable efforts to correct any nonmaterial errors and incidents but expressly disclaims any legal obligations to do so.
- 5.4. LanguageWire does not warrant specific service levels for the performance of the Solutions, nor that the Solutions will be completely error-free or that the Solutions will be without interruptions.
- 5.5. 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.
- 5.6. 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 entitled to verify Customer's compliance with the terms and conditions applicable to the Solutions, such as the permitted number of user rights. 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 Party is 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 recognises 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 agreed Services as a whole. LanguageWire will use reasonable efforts to notify Customer in advance if the changes affect the agreed Services. The changes may occur without notice if LanguageWire, in its sole opinion, deems that the changes do not have any relevance to Customer.
- 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. Upon termination of the Agreement, regardless of the reason, Customer must immediately refrain from any use of the Solutions.
- 10.2. 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 a reasonable request from Customer.
- 10.3. 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 the confidentiality obligations in effect between LanguageWire and Customer.
- 10.4. The provision of termination assistance may be requested to be provided from the date of notice of termination (for any reason) and up to 3 months following the effective date of the termination.
- 10.5. 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 price list in effect from time to time.

**W** LanguageWire