



## GATEHOUSE GENERAL TERMS AND CONDITIONS OF SALE

### These general terms and conditions shall apply to purchases of software deliveries and associated services from GateHouse

#### 1. SCOPE

1.1 Any software and/or associated service delivery from the member of the GateHouse group of companies identified in the quote ("GateHouse") is subject to these General Terms and Conditions ("General Conditions"), being binding on all Deliveries between GateHouse and the Customer.

1.2 When these General Conditions apply to an agreement, modifications of or deviations from them must be agreed in writing, i.e. signed by the parties, or by letter, fax or electronic mail.

1.3 The object(s) to be supplied under these General Conditions is (are) hereinafter referred to as the Deliveries.

#### 2. DEFINITION

2.1 "Agreement" means the written agreement/signed quotation or PO made and entered into between GateHouse and the Customer as to GateHouse's delivery of GateHouse Software to the Customer, including these General Conditions.

2.2 "Customer" means the natural or legal person being a party to the Agreement with GateHouse as to GateHouse's delivery of supplies and services ("Deliveries") to that party based on these General Conditions.

2.3 "Deliveries" may comprise – but is not limited to:

- Delivery of GateHouse Software and/or standard software,
- Customizing, installation and adaptation of GateHouse Software,
- Consulting services,
- Software maintenance and support,
- Development of individual software, and
- Other deliverables included in the Agreement.

2.4 "GateHouse Software" means the software developed by GateHouse, forming the basis for GateHouse's delivery to the Customer.

2.5 "GateHouse Service" means the associated services defined in the Agreement or in the appendices to the Agreement, to be delivered by GateHouse to the Customer.

2.6 "Price" means the price for the Deliveries agreed under the Agreement and payable by the Customer to GateHouse.

#### 3. SUBJECT-MATTER

3.1 On the execution of the Agreement, the Customer gains access to the Deliveries as described in the Agreement and/or an appendix to the Agreement.

3.2 GateHouse reserves the right by giving notice to the Customer at any time before delivery, to increase the price of the Deliveries to reflect any increase in the cost to GateHouse which is due to any factor beyond the control of GateHouse (such as, without limitation, any significant increase in the cost of materials, labour, data or other costs of manufacture), any change in delivery dates, quantities or specifications of the Deliveries which is requested by the Customer, or any delay caused by instructions of the Customer or failure of the Customer to give GateHouse accurate information or instructions.

3.3 A quotation is valid for a period of 30 days from the date of the quotation.

#### 4. PRICES

4.1 The price stated in the Agreement shall constitute full payment for the Deliveries.

4.2 GateHouse's prices and sums payable are net amounts exclusive of, and the Customer is responsible for the payment of, any type of withholding tax, value-added tax, national or local tax and duties (other than GateHouse's taxes on income in Denmark). All prices are exclusive of any bank fees or other types of cost related to the transfer of payment from the Customer to GateHouse.

4.3 The Customer shall defend, indemnify and hold GateHouse harmless from any and all claims and tax liabilities associated with any requirement to collect or pay any such taxes and duties based on the Deliveries or any other services granted, including reasonable out-of-pocket expenses in defending any such claim.

#### 5. TERMS OF PAYMENT

5.1 Payment is to be made by net 30 calendar days at the latest from the date of invoice, unless otherwise explicitly stated in the Agreement.

5.2 Any delay in payment will carry an addition of interest of 2.0 % for each month entered into as from the due date (such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month) until payment is made. In the event of non-payment, GateHouse is entitled to claim GateHouse's collection charges to a legal counsel fully covered, and thus not only the maximum charges under the Danish Interest Act.

5.3 In case of late payment GateHouse may, after having notified the Customer thereof in writing, suspend the Deliveries and performance of the Agreement.

5.4 Whatever the means of payment used, payment shall not be deemed to have been effected before GateHouse's account has been fully and irrevocably credited.

5.5 The de facto payment of GateHouse's charges and fees is a prerequisite for the Customer's right to use the Deliveries, cf. Clauses 6.1.1 and 10.1.

#### 6. INTELLECTUAL PROPERTY RIGHTS

##### 6.1 Rights Granted

6.1.1 GateHouse holds the title of all intellectual property rights in the GateHouse Software. Subject to the terms and conditions of the Agreement, GateHouse grants to the Customer a limited, non-exclusive, non-transferable, right to use the GateHouse Software solely for the Customer's own internal business purposes according to the Agreement.

6.1.2 Notwithstanding the use of the term "purchase" in the Agreement, these General Conditions or elsewhere, GateHouse retains all title, copyrights, trade secrets, patents, trademarks and other proprietary rights in the GateHouse Software and/or the associated GateHouse Service and all modifications, enhancements, and other works deriving from the GateHouse Software and/or the GateHouse Service even when such software has been produced specifically for the Customer.

6.1.3 The Customer is unauthorised to copy the GateHouse Software. The Customer may not, either directly or through any third party, transfer or sublicense the GateHouse Software or use the GateHouse Software in any manner in business operations for the creation of competitive software or services or for providing third party training, commercial time-sharing, for rental or subscription purposes or in the interests of any service bureau or other similar revenue-generating services to third parties, and the Customer shall ensure that the same restricted use applies to any other parties.

##### 6.2 Third Party Infringement

6.2.1 GateHouse shall hold the Customer harmless against any claim from a third party, which is based on infringement of copyright or other intellectual property rights existing at the time of delivery.

6.2.2 GateHouse shall not, however, be liable for any claim in respect of infringement which is based on:

- Use of the Deliveries by the Customer in a manner or place which has not been agreed and which GateHouse should not reasonably have foreseen, or
- Combination of the Deliveries with products or services not provided by GateHouse, or
- Changes to or modifications of the Deliveries undertaken by the Customer.

6.2.3 Defence against claims of infringement referred to in Clause 6.2.1 shall be for GateHouse's account. GateHouse shall indemnify the Customer against such amounts as the latter is obliged to pay under a settlement approved by GateHouse or a final award. GateHouse shall only be liable, however, if the Customer without undue delay notifies GateHouse in writing of any claim which he receives and lets GateHouse decide how the claim shall be dealt with in litigation and out of court negotiations.

6.2.4 If an infringement of intellectual property rights occurs and the conditions under Clause 6.2.3, second paragraph, are fulfilled, GateHouse shall, within a reasonable time, at his option:

- Provide for the Customer the right to continue to use the Deliveries,
- Change the Deliveries so that the infringement ceases, or
- Replace the Deliveries with other software with an equivalent function, the use of which does not result in an infringement.

6.2.5 Except as specified in Clauses 6.2.1-6.2.4, GateHouse shall have no liability towards the Customer for any infringement of third parties' rights caused by the Customer's use of the Deliveries. This limitation of GateHouse's liability shall, however, not apply if he has been guilty of gross negligence.

6.2.6 GateHouse's liability for infringement shall be limited to a maximum amount of DKK 5,000,000 (five million Danish kroner) per claim and in the aggregate per year.

6.2.7 The Customer shall indemnify and keep GateHouse indemnified against all costs, expenses, damages and demands incurred by GateHouse in respect of:

- Any alleged infringement of the patents, trade marks, copyright, design or other industrial property rights used by GateHouse at the request of the Customer;



- b. Any alleged breach or infringement of any statute or regulation concerning the preparation, marketing and distribution of the Deliveries;
- c. Specifications where GateHouse relies or has relied upon information relating thereto provided by the Customer, and the breach does not arise from the negligence or default of GateHouse;
- d. Any claims arising by reason of or in connection with a defect in the Deliveries or in the end product manufactured and/or supplied by the Customer in which the Deliveries are comprised, which defect is attributable either to the compliance by GateHouse with the instructions given by the Customer or to the Customer's design of the end product.

## 7. PRODUCT INFORMATION

7.1 GateHouse Software information and data provided in manuals, data sheets, brochures etc. issued by GateHouse for technological guidance, use and general information is given in its best judgement, and GateHouse reserves the right to implement changes to such information and to the specification of GateHouse Software and/or GateHouse Service without notice.

## 8. DELIVERY

8.1 Unless otherwise agreed, the terms of delivery are ex works (EXW) Nørresundby, Denmark, in accordance with last INCOTERMS.

## 9. CREDIT INSURANCE

9.1 Sale of the Deliveries to the Customer is subject to GateHouse being able to obtain credit insurance of the Customer or achieve other alternative security for payment.

## 10. RETENTION OF TITLE

10.1 The Deliveries shall remain the property of GateHouse until paid for in full.

10.2 The retention of title shall not affect the passing of risk under Clause 8.

## 11. WARRANTY - DEFECTS AND CLAIMS

11.1 GateHouse shall remedy any defect resulting from faulty design, materials or workmanship.

11.2 GateHouse's liability is limited to defects which appear within a period from one (1) year from delivery.

11.3 The Customer shall without undue delay and within 7 days after discovery of a defect or failure notify GateHouse in writing. Such notice shall under no circumstance be given later than two weeks after the expiry of the period given in Clause 11.2. The notice shall contain a description of the defect or failure.

11.4 If the Customer fails to notify GateHouse in writing of a defect within the time limits set forth in Clause 11.3, he loses his right to have the defect remedied.

11.5 Where the defect is such that it may cause damage, the Customer shall immediately inform GateHouse in writing. The Customer shall bear the risk of damage resulting from his failure so to notify.

11.6 On receipt of the notice under Clause 11.3 GateHouse shall remedy the defect without undue delay and at his own cost.

11.7 The above warranty is given by GateHouse subject to the following conditions:

- a. Repair of defective Deliveries shall be carried out at GateHouse's premises in Denmark.
- b. GateHouse is not liable for defects arising out of specifications provided for the software, or a design stipulated or specified by the Customer.
- c. GateHouse is liable only for defects which appear under the conditions of operation provided for in the Agreement and under proper use of the Deliveries.
- d. GateHouse's liability does not cover defects which are caused by faulty maintenance, incorrect or faulty repair/correction by the Customer, willful damage, negligence, failure to follow GateHouse's instructions, misuse, configuration or by alterations or repair of the Deliveries carried out without GateHouse's consent in writing.
- e. GateHouse shall be under no liability to under the above warranty (or any other warranty, condition or guarantee) if the total price for the Deliveries has not been paid by the due date for payment; and
- f. The above warranty does not extend to software, parts, materials, equipment or other not manufactured by GateHouse, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to GateHouse.

11.8 Save as stipulated in Clauses 11.1-11.7, GateHouse shall not be liable for defects. This applies to any loss the defect may cause, including loss of production, data and/or use, loss of profit/contract and/or other indirect, consequential, incidental or punitive loss, damage or expense

whatsoever. This limitation of GateHouse's liability shall not apply if he has been guilty of gross negligence or intent.

## 12. LIABILITY - DAMAGE

12.1 GateHouse's liability follows the general rules of Danish law.

12.2 GateHouse is only liable for personal injury and damage to property caused by the Deliveries, provided any such damage or injury is directly caused by a fault/defect in the Deliveries supplied by GateHouse or gross neglect by GateHouse, and provided the Deliveries are proved to be defective, and the damage is caused by such defect, and there is a causal link between the damage and the defect.

12.3 All claims in relation to indirect and consequential losses and damages against GateHouse, including – but not limited to - claims for compensation for loss of profits, loss of production, data and use, etc., shall be ruled out. In no event shall GateHouse be liable for consequential losses, lost profit or other indirect losses or damages, hereunder claims of this kind raised against Customer by third parties.

12.4 The foregoing limitations shall apply only if the loss or damage is not attributable to gross negligence or intent of GateHouse.

12.5 GateHouse shall not be liable for any damage to products manufactured and sold by the Customer, or to products of which the Customer's products form a part.

12.6 GateHouse's liability for damage to property cannot exceed DKK 5,000,000 (five million Danish kroner) per claim and in the aggregate per year.

12.7 Any action by the Customer must be brought immediately after the cause of action arose.

## 13. DISCLAIMER

13.1 GateHouse expressly disclaims any and all representations, warranties, guarantees, conditions and undertakings with respect to Deliveries, and its performance, including - without limitation - all implied warranties of merchantability or fitness for a particular purpose. Subject as expressly provided in these General Conditions all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

13.2 GateHouse accepts no responsibility for, and makes no representations as to, the accuracy or reliability of any communication and/or data encoded or decoded using the GateHouse Software.

13.3 GateHouse assumes no liability for the Customer's use of the Deliveries or the Customer's designs or any applications assistance provided by GateHouse.

13.4 The Customer acknowledges that use of the Deliveries in combination with other functionality, software or protocols may require licenses from third parties and the Customer accepts sole responsibility for obtaining such licenses.

13.5 Critical Applications. The GateHouse Software and/or associated GateHouse Services is/are not designed or intended to be fail-safe, or for use in connection with any application requiring fail-safe performance, such as in life-support or safety devices or systems, Class III medical devices, safety applications, nuclear facilities, or any other applications associated to death, personal injury or severe property or environmental damage (individually or collectively, "Critical Applications").

13.6 Further, the GateHouse Software and/or associated GateHouse Services is/are not designed or intended for use in connection with any applications that affect navigation or control of a vehicle or aircraft.

13.7 Prior to any use or distribution of any systems developed by use of GateHouse Software and/or GateHouse Services or incorporating any portion of GateHouse Software, the Customer agrees to thoroughly test the same for safety purposes. To the maximum extent permitted by applicable law, the Customer assumes the sole risk and liability of any Critical Applications and systems developed by using or incorporating GateHouse's Software and/or associated GateHouse Services.

## 14. TERMINATION

### 14.1 Termination for Cause

14.1.1 Either party may terminate this Agreement immediately for cause and seek any other legal remedies upon:

- a. material breach of this Agreement by the other party provided, however, that the aggrieved party has provided written notice of such alleged breach to the offending party and the offending party has failed to remedy the breach within thirty (30) working days of receipt of such notice; or
- b. there occurs the making or filing of an application to wind up either party (other than for the purpose of reconstruction or amalgamation) under any law or government regulation relating to bankruptcy or insolvency. If the Customer is being subject to insolvency or bankruptcy proceedings, the Customer shall notify GateHouse and shall cooperate to protect GateHouse's interests in the Deliveries and shall further execute any document reasonably required for the protection of GateHouse's interests.



## 15. GENERAL TERMS

### 15.1 Documentation

15.1.1 GateHouse shall not be obliged to provide the source code for GateHouse Software and/or associated GateHouse Services unless specifically agreed hereto in the Agreement.

### 15.2 Updating the Software

15.2.1 Unless otherwise agreed in accordance with a Support & Maintenance Agreement, GateHouse shall not be obliged to provide the Customer with updated versions of software Deliveries.

### 15.3 Force Majeure

15.3.1 GateHouse shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of GateHouse's obligations in relation to the Deliveries, if the delay or failure was due to any cause beyond GateHouse's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond GateHouse's reasonable control: Act of God, explosion, flood, tempest, fire or accident or other extreme environmental conditions; strikes, lockouts or other industrial actions or trade disputes (whether involving employees of GateHouse or third parties); War or threat of war, sabotage, insurrection, civil disturbance or requisition; Import or export regulations or embargoes; Difficulties in obtaining labour, material or machinery; Power failure, Internet breakdown or breakdown in machinery.

15.3.2 In such a situation, GateHouse is entitled to postpone the delivery time correspondingly or to terminate the Agreement. As soon as any such hindrance has been removed, each party will be bound by the Agreement, unless the Agreement has previously been terminated by a Party. A hindrance lasting more than 3 months will entitle both parties to terminate the Agreement.

### 15.4 Non-Disclosure

15.4.1 The parties agree to observe confidentiality with respect to each other's Confidential Information during the term of the Agreement and for a period of five (5) years after termination thereof. Subsequently, the parties' obligations will survive and continue in respect of any Confidential Information that is a trade secret under applicable law. Unless, if required by law, the parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any other purpose than for the performance of the Agreement. Either party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of the Agreement.

15.4.2 Either party's Confidential Information will not include any information, which (a) is or becomes part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party, either directly or indirectly, from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is proved to be independently developed by the other party; or (e) is disclosed to comply with the requirements of a governmental agency or operation of law; however, if disclosure is required by law, each party shall, to the extent permitted by law, delay any such disclosure sufficiently to permit the other party to consider the merits of the legal requirement of disclosure, and to give the other party an opportunity, if it so elects, to oppose disclosure.

15.4.3 The inclusion of a copyright notice of the GateHouse Software will not cause, or be construed to cause, it to be a published work. If the Customer publishes or uses screenshots showing Deliveries, a visible reference to GateHouse, either by way of a copyright notice or a visible statement of GateHouse's name and logo, must be included.

### 15.5 Non-Exclusivity

15.5.1 Nothing in these General Conditions will restrict GateHouse's right to contract with any third party to provide or perform, on its own behalf, Services, Deliveries and related software products similar or identical to the Services, Deliveries and related software products provided by GateHouse pursuant to these General Conditions, a Statement of Work or PO.

### 15.6 Export / Import Licenses

15.6.1 If export or import licenses are necessary for the purchased Deliveries, the Customer shall at his own expense and risk arrange for all required documentation and licenses.

### 15.7 Export Control

15.7.1 Notwithstanding any other restrictions in these General Conditions, the Customer shall comply with all applicable laws, rules and regulations governing the export, import or re-export or re-import of the Deliveries or any work deriving from the use of the Deliveries ("Export Controls") and will obtain all necessary licences, permits or similar.

15.7.2 In case the Deliveries may be subject to Export Controls, the delivery thereof is subject to the granting of the export authorization, if required. GateHouse rejects all claims in relation hereto.

15.7.3 The Customer will, if reasonably requested by GateHouse, provide all necessary or appropriate assistance and information to GateHouse at all relevant times to allow GateHouse to comply with all Export Controls, including information regarding the end user and the end use of the Deliveries.

### 15.8 Customer References

15.8.1 The Customer acknowledges that GateHouse may wish to use its name in press releases and product brochures with a view to indicate that the Customer is a Customer of GateHouse, and the Customer agrees that GateHouse may use its name in such a manner.

### 15.9 Severability

15.9.1 In the event of any provision of these General Conditions being deemed invalid or unenforceable, the remaining provisions of these General Conditions will remain in full force.

### 15.10 Waiver

15.10.1 Any waiver by either party of any default or breach of these General Conditions will not constitute a waiver of any other or subsequent default or breach.

## 16. GOVERNING LAW AND DISPUTE SETTLEMENT

16.1 The Agreement of which these General Conditions are made part, and the performance thereof, together with any other documentation referred to in such Agreement, shall be governed by, subject to, and exclusively construed in accordance with, the substantive laws of the Kingdom of Denmark, not taking into account its provisions that may lead to the application of any other substantial law than Danish law.

16.2 Any dispute, controversy or difference which may arise between the parties, out of or relating to the Agreement of which these General Conditions are made part, or breach, termination or invalidity thereof or the Deliveries, which cannot be settled by the parties themselves, shall be settled by the ordinary Danish courts. The language of any dispute resolution proceedings, of any kind, arising out of or in connection with the Agreement will be English, to the exclusion of any other language(s).

16.3 The parties hereby irrevocably submits to the City Court of Aalborg, Denmark, as the agreed venue in the first instance.

16.4 For the sake of convenience only, the Agreement may be translated into other languages than English. In the event of any conflict arising out of the interpretation and/or performance of the Agreement, the version in the English language takes precedence and prevails over any other version in other languages.