Homerunner Platform Terms of Service

2023.10.10

HOMERUNNER®

1. Applicability

1.1. These Terms of Service ("Terms of Service") governs the use of any application, platform, API, software and/or online services of Homerunner hereunder the container and the logistics and parcel IT-platforms (the "Homerunner Platform") (all together the "Services" or "Products") , by Homerunner ApS, reg. no. 36721146, Stigsborgvej 60, 9400 Noerresundby, Denmark (referred to as "Homerunner") and shall be seen as an integrated part of any transaction under which Homerunner shall provide Services to a third party (the "Customer").

2. Project Information and Material

2.1. Homerunner's performance under the Agreement will require the Customer to provide certain information and perform certain actions. The Customer shall perform such in a timely and complete manner in order to provide for Homerunner to deliver its Services.

3. Reselling and sub-licensing

3.1. The Customer may not resell or sub-license the Services to third parties unless agreed in writing with Homerunner.

4. Intellectual Property Rights

4.1. Homerunner shall own and retain all intellectual property rights, title and interest in and to the Products and all and any thereto related Software, API's, inventions, technology and all improvements, enhancements or modifications thereto, developed by Homerunner, and/or its representatives solely or jointly with the Customer in connection with implementation and use of the Products, support or any other services provided by, or on behalf of Homerunner.

4.2. The Customer is not allowed in any way to compile, decompile, recompile or disassemble the Products or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Products, modify, reproduce, translate, amend or upgrade the underlying code or subject the Products to reverse engineering or create derivative works based on the Products or remove any proprietary notices or labels.

5. Third Party Rights

5.1. Homerunner shall hold the Customer harmless from direct costs and losses due to liability to third parties resulting from infringements by the Services of patents, copyrights or other intellectual property rights, as determined in a final judgment from a court with competent jurisdiction over the Customer, provided Homerunner is promptly notified of any and all threats, claims and proceedings related to such infringement. Homerunner will not be responsible for any settlement it does not approve in writing.

5.2. The foregoing obligations in clause 5.1 do not apply with respect to portions or components of the Services (i) not supplied by Homerunner, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by the Customer, (iv) combined with other products, processes or applications where the alleged infringement relates to such combination, (v) where the Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where the Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Homerunner to be infringing, Homerunner may, at its option and expense (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for the Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and the Customer's rights hereunder and provide the Customer a refund of any prepaid, unused fees for the Service.

6. Availability and Disclaimer

6.1. Homerunner shall use commercially reasonable efforts consistent with good industry standards to make the Services available and maintain the Services in a manner which minimizes errors and interruptions. Services may be temporarily unavailable for maintenance of the Platform or of third party applications which the Platform rely upon, or for other reasons. Homerunner shall make commercially reasonable efforts to notify the Customer in advance of scheduled service disruptions of the Platform.

6.2. The Customer acknowledges that computer systems, software and applications are not error-free. As such Homerunner does not warrant that the services will be uninterrupted and error-free, nor free from viruses or other malicious software.

7. Limitations of Liability

7.1. Notwithstanding anything else agreed to the contrary, in no event shall Homerunner be liable to the Customer or to any third Party for (a) any loss of use, loss of revenue or profit, or loss of data or for any consequential or indirect damages, including but not limited to any damages for business interruption, loss of production, anticipated savings, loss of goodwill or loss of business opportunities or (b) any loss due to use of the Services, information or data provided via the Services including for errors or omissions therein.

7.2. Notwithstanding anything else agreed to the contrary, in no event shall Homerunner's aggregate liability to the Customer exceed the fees for the Customers use of the Services giving rise to the event, in the 3 months preceding the event.

7.3. Homerunner shall not be liable for any failure to perform its obligations due to events or circumstances outside its reasonable control, including but not limited to non-performance by systems provided by third parties, whether sub-

contractors to Homerunner or not, such as but not limited to IT-systems of transport and logistics providers, or apps, software and other solutions which the Services rely upon or the Platform is built upon or interact with; pandemics hereunder COVID-19; cyber-attack; computer virus; fire; explosion; flood; lightning; Acts of God; acts of terrorism; war; rebellion; riot or other civil disorder; orders or requests by any authority; strikes; lockouts or other labor disputes.

8. Confidentiality

8.1. Each Party (the "Disclosing Party"), may disclose or make available to the other Party (the "Receiving Party"), information about its business affairs, including, but not limited to products and services, data, specifications, documents, files and software, trade secrets, third-party confidential information and other sensitive or proprietary information (collectively, "Confidential Information").

8.2. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information for any purposes other than to exercise its rights or perform its obligations according to agreements between the Parties; and (C) not disclose any such Confidential Information to any third party except on a need to know basis in order for the Receiving Party to exercise its rights and perform its obligations towards the Disclosing Party.

8.3. At the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy/delete all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed/deleted with the exception of duties to maintain such according to law.

8.4. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party or (e) is required to be disclosed by law or orders from competent authorities.

9. Termination

9.1. Unless otherwise agreed in a frame work agreement between the Parties, either Party may terminate the agreement of Homerunner´s provision of the Services to the Customer with 60 days written notice to the end of a calendar month. Either Party may terminate the agreement of Homerunner´s provision of the Services to the Customer with 7 days' notice in the event of the other party being in material breach of these Terms of Service and such breach is not remedied within the notice period.

10. Governing Law and Jurisdiction

10.1. Any transaction or dealings between the Customer and Homerunner and all matters arising out of such shall be governed by and construed in accordance with the laws of Denmark without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of Denmark.

10.2. Any dispute, controversy or claim arising out of or relating to any transaction or dealings between the Customer and Homerunner related to the Services which is not settled amicably, shall be submitted to the Court of Aalborg as first instance.

11. Changes

11.1. Any amendments to these terms may be made unilaterally by Homerunner in its sole discretion at any time, but in the event of material changes, the Customer shall be given 30 days' notice before such enter into force. If the Customer is unable to accept a material change the Customer shall notify Homerunner hereof in writing within 15 days from receiving notice of the material change. In case of the latter Homerunner may in its sole discretion decide to continue the subscription based on unchanged terms.

12. Miscellaneous

12.1. Any agreement between the Parties is not assignable, transferable or sublicensable by Customer except with Homerunner's prior written consent. Homerunner may transfer and assign any of its rights and obligations under this Agreement in connection with a demerger, merger, transfer of business or business unit or the like without consent by giving notice after such transfer.

12.2. The Parties may send any notices under these GTC-Sale by email to the email address provided by the other Party, and any such email notice shall be deemed given on the day sent.