

Translatus Multilingual Solutions Services Agreement

Terms and Conditions

1. This is the Translatus Multilingual Solutions Services Agreement (hereinafter referred to as Translatus Services Agreement, or Agreement) which defines the terms and conditions of providing Translatus Multilingual Solutions Services (hereinafter referred to as Translatus Services).
2. This Agreement is a contract between the Buyer of Translatus Services (hereinafter “Buyer”) and the Seller of Translatus Services (hereinafter “Seller” or “Translatus”). The Buyer, by completing the “Translatus Customer Account Registration Form”, either online, or via a Translatus Sales and Customer Service Representative, is entering into a binding frame contract with the Seller, the terms and conditions of which are described herein.
3. There is no fee to the Buyer for merely entering into this frame contract. By entering into this Agreement, the Buyer is under no obligation to use the Translatus Services of the Seller. This Agreement is a frame contract which defines the agreed terms and conditions between Buyer and Seller whenever the Buyer decides to use the Translatus Services of the Seller.
4. The Seller maintains legal presence in USA and Europe.

Translatus Inc.
3971 Mainsail Court
Duluth, Georgia, 30096 USA

Translatus Service Center.
Landora s.r.o.
Belgicka 13
120 00, Prague 2
Czech Republic
VAT number: CZ48041149

5. Translatus telephone contact numbers and email addresses are:
USA: 1 678 793 7858 (accounting office)
Europe: 420 222 517 153 (European Sales and Operations office)
Email: info@translatus.com
Please see the Translatus web-site at: www.translatus.com for additional contact information.

6. The Buyer of Translatus Services has provided its identity information via the on-line Translatus Customer Account Registration Form (hereinafter Customer Account Registration Form), or has provided such identity information to a Translatus Sales and Customer Service Representative. Such identity information is an integral part of this Agreement. The Customer Account Registration Form includes the following information and agreed conditions:

- Name of the Customer Company
- Address of Customer
- Additional Contact Information (person responsible for the account)
- Translatus Services Price Rate Card for the Particular Customer
- Payment Terms
- Invoicing Address if different from prime company address
- Contact Information for Invoice Payment if different from above
- Signature or Electronic Approval, of the Buyer's Authorized Representative (Performed by the buyer by clicking the “Start Project Now” or “Order Now” Buttons on Translation Direct Access, or when the buyer confirms a purchase by email or fax).

7. The information provided by the Buyer on the Customer Account Registration Form is part and parcel to this Agreement. It is the responsibility of the Buyer to provide updated contact information to the Seller if there shall be any change in such information.

8. If the Buyer is a European entity, and/or serviced by the European legal entity of the Seller, then the invoicing entity shall be Landora s.r.o. (see company details above), and the applicable law of this contract shall be Czech Republic. If the Buyer is serviced by the USA legal entity of the Seller, then the invoicing entity shall be Translatus Inc. (see company details above), and the applicable law of this contract shall be Delaware, USA. In either case, all other conditions of this contract remain the same. Any portion of this contract which may be found to be not valid by a local law shall not negate this entire contract, and its remaining portions shall remain in force.

9. The maximum liability of the Seller is limited to the amount of the fee that the Buyer has contracted with the Seller with respect to the specific project in question.

10. The Translatus web site, www.translatus.com contains important and helpful information about the use of Translatus Services. A convenient way of using Translatus Services for many Buyers is via the Seller's secure proprietary web based interface called “Translatus Direct Access” and/or “Translation Direct Access”. This proprietary web based online interface is hereinafter referred to in this agreement as “Translation Direct Access”. The web site contains a log-in feature, which requires a unique Customer ID and Password to be able to access Translation Direct Access.

11. Upon the Seller's approval of the Buyer's Customer Account Registration Form, the Buyer is assigned its own account with a unique Customer ID and Password. Through the internet, the Buyer is able to manage the account and perform job quote requests, review job quotes, purchase Translatus Services, maintaining translation memory, create additional ID's and Passwords for Buyer's additional staff, and other functions. Guarding the ID and Password are the responsibility of the Buyer. The Seller has a strict security policy, and never shares any of Buyer's private information.

12. Translation Direct Access allows the Buyer to request and receive project quotes free of charge online. Quote requests do not create an obligation to buy Translatus Services from the Seller. A project quote will contain all relevant information about the project, including work specified, time to project delivery, prices, and special contingency conditions (if any),

and any other necessary information. Quotes are exclusive of any form of VAT or Sales Tax.

13. After receiving a quote from the Seller, if the Buyer would like to buy the quoted Translatus Services, the Buyer may purchase the quoted Translatus Services online by pressing the online button which clearly indicates to order work to be done. Pressing the order button creates a binding obligation for the Buyer to pay the Seller for the Translatus Services when rendered as specified in the relevant quote. Pressing the order button shall have the legal significance of entering into a binding Agreement to order work by the individual signed on behalf of the Buyer here below.

14. It is the Buyer's responsibility to guard the Buyer's account password, and to give out passwords only to Buyer's authorized personnel. The Seller warrants and indemnifies the Buyer that no fees will be charged to the Buyer for work that is ordered by any person other than the Buyer or to whom the Buyer has given the password. The Buyer is responsible for all charges for work that was ordered by individuals to whom Buyer gave the password for the account. The Buyer may change the password at any time.

15. The Seller reserves the right not to accept a request for a quote from the Buyer. The Seller shall, as a courtesy, quickly inform the Buyer by email or other written form within 3 business days if it chooses not to create a quote.

16. There may arise some "uncommon instances" when information provided by the Buyer to the Seller to produce the quote may be incorrect, may contain corrupted data, or later found to be missing important data, or may have been invisible during the quote process. In such uncommon cases the Seller reserves the right to stop working on the project, and immediately inform the Buyer of the unusual problem. The project will remain stopped until a new renegotiated price is agreed between the Buyer and Seller.

17. The Seller has provided the Buyer with the Buyer's own custom Translatus Services Price Rate Card (the Price Rate Card) which describes the majority of the offered Translatus Services. The Price Rate Card is specific to each particular Buyer, and is an integral part of this Agreement. The Buyer's Price Rate Card is available at all times when the Buyer is logged into Translation Direct Access. If the Seller has not negotiated any prices with the Buyer, then a standard Price Rate Card is applicable to the Buyer, and available at all times when logged into Translation Direct Access. The Price Rate Card is updated by email to the Buyer from time to time, and the newest Price Rate Card shall be known as the "current" Price Rate Card. Quoted prices for Translatus Services are based upon the Buyer's own Price Rate Card. The Seller may change the price at any time, and prices may be individually determined for any particular job. Project Quotes for a particular job override prices on the Buyer's Price Rate Card, but the Price Rate Card is valid for all subsequent jobs, unless permanent change of the Price Rate Card is expressly agreed between the Buyer and Seller.

18. All offers by Seller for prices which are different from the standard Price Rate Card must be in the form of written documentation in order to be binding. Written documentation for these purposes means a pricing offer on original paper document, or sent by fax, or sent by an email. The price offer must be signed by a duly authorized

representative of the Seller. For these purposes, email signature means the sender has typed their name and business title as the sender of the email. In case a price offer on written documentation is different from the customer's online Price Rate Card, then the price offer on the written documentation shall supercede the online Price Rate Card.

19. Project quotes supplied by the Seller to the Buyer describe pricing for the particular project being quoted and any special contract conditions particular to the project being quoted. Project quotes delivered from the Seller to the Buyer are valid offers for a period of 30 days unless otherwise stated in writing by the Seller. Once work on a project has begun, the project's prices and contract conditions cannot be renegotiated except under "uncommon instances" described herein above. Translatius Services also allows an option for the Buyer to decide not to wait to receive a quote, but to order the Seller to begin work immediately. The Translation Direct Access online system has a button for this option, or this may be accomplished by email or by any other written method of placing an order. In such case, the Buyer is making a binding offer to the Seller at the Buyer's "normal price" which is calculated by the Seller using the Buyer's current Price Rate Card. The Buyer's should include in its project description any special or unusual conditions, if there are any. If the Seller begins to work on the project within 3 business days, the Seller shall have automatically accepted the project offer, and the Seller is obligated to deliver the project at the Buyer's "normal price". Also, to validate the Seller's automatic acceptance of the Buyer's offer, within 3 business days of receiving the Buyer's offer, the Seller must send to the Buyer by email or fax a notice which states an estimated project delivery date. If the Seller does not send the above mentioned estimated project delivery date notice to the Buyer within 3 business days of receiving the Buyer's offer, then the Buyer is no longer bound by its offer. Unless the Seller has sent the estimated project delivery date notice within 3 business days of receiving the Buyer's offer, the Seller is not obliged to accept the Buyer's offer. If the Seller wishes to charge a different price for such project, or use an extended delivery date, or use other special contract conditions, then the Seller must come to a renegotiated Agreement with the Buyer before starting the project. Any extension of the time periods specified in this Agreement must be agreed by both the Buyer and the Seller.

20. Translation Direct Access is an online system which is the most automated method to buy Translatius Services. However, the Buyer and the Seller may also use at any time other commonly accepted written means of entering into business agreements, such as fax, email, or courier. All of the business conditions and business interactions described within this Agreement are valid when entered into by any common means of written business documentation. This Translatius Service Agreement remains binding in all such cases.

21. The payment term for the Buyer is specified in the Customer Account Registration Form, and is subject to change by the Seller based on the Seller's requirements and/or the Seller's experience with the Buyer. The Payment term begins from the date of delivery of the specified Translatius Services to the Buyer. Unless otherwise specified by the Seller, the Buyer must make full payment no later than 30 days from the date of delivery of the project to the Buyer.

22. Trademarks, Service Marks and Copyrights and Tradenames of Translatius Multilingual Solutions, Translatius Services, and Translation Direct Access, and Translatius Online belong exclusively to the Seller.

23. The Buyer may cancel this contract at any time, except for work that is in progress. Cancellation must be done in writing from the Buyer; email is acceptable for this purpose. The Seller reserves the right to modify or discontinue temporarily or permanently, Translatius Services (or any part thereof), except for work that is already in progress. The Seller does not warrant the functionality of Translation Direct Access. The Seller may cancel this contract at any time, except for work that is in progress. The Seller may change at any time the Buyer's Translatius Services Price Rate Card, except for work that is in progress. The Seller must communicate all such changes to the Buyer in writing; email is acceptable for this purpose.

24. The Buyer has filled out the Customer Account Registration Form, or has provided such identity information to a Translatius Sales and Customer Service Representative, and has sent, faxed, or electronically transmitted the completed Form to the Seller. The Translatius Services Agreement is available for viewing at the Customer Account Registration Form, and it is clearly stated on the Customer Account Registration Form that all of the Buyer's purchases will be bound by all of the terms and conditions of this Translatius Services Agreement. By making such issuance of Customer ID and Password, the Seller has accepted to be bound together with the Buyer to the terms and conditions of this Agreement for any purchases that will be made by Buyer. This Agreement is binding upon the Buyer and Seller for all transactions encompassed within this Agreement, whether or not such transactions actually make use of the Customer ID and Password. Furthermore, the Translatius online Translation Direct Access system makes the Translatius Services Agreement available throughout its website at the button "Terms and Conditions". Also, the acceptance of the Translatius Services Agreement is clearly indicated at the "Start Project Now" or "Order Now" Buttons on Translation Direct Access.

25. Privacy Policy and Non-Disclosure Policy of Translatius:

Translatius is committed to protecting of the privacy of its customers, and Translatius respects and protects the confidentiality and security of its customers' materials. Translatius follows principles in accordance with worldwide practices for customer privacy, non-disclosure of materials, and data protection.

26. Translatius will not sell or give away a customer mailing address, phone number, email address, banking information, credit card number or any other information to anyone.

27. Translatius will not sell or give away any material that a customer provides to us for bidding and/or job processing, to anyone other than Translatius employees and Translatius sub-contractors who are directly involved in working on a customer's job. All Translatius employees and sub-contractors are bound by contract to protect the security and confidentiality, and proprietary ownership of every customer's materials.

28. Translatius protects the security of our customer's materials through customer identification and password codes that are unique to every client. Translatius maintains a physical security system on our premises, and for our computer servers.

29. Ownership of all copyrighted materials provided to Translatus by a customer remain the property of the customer at all times, and shall be returned to the customer anytime the customer may so demand. All copies of such copyrighted materials made by Translatus shall be destroyed at the request of the customer.

30. No Direct Solicitation Agreement:

Translatus is in the business of translating, editing, DTP layout, proofreading, writing, localizing, programming, and all other related kinds of work involved in managing and providing multilingual services. The Buyer is in the position of the Client in this “No Direct Solicitation Agreement”.

31. In the course of providing its normal business services, and in the interest of efficiency and quality of service, Translatus may make direct personal introductions and may reveal materials pertinent to its business available to its Contractors and Clients. The purpose of making direct introductions between Contractors and Clients and/or revealing such materials to Translatus Contractors or Clients is generally to increase accuracy, speed, customer satisfaction, share relevant information and advice, create teams, and increase quality assurance.

32. Translatus has invested considerable efforts in finding and cultivating relationships with its Contractors and Clients. Translatus has a legal and financial interest in protecting its position as the exclusive entity through which business may be conducted between its Contractors and its Clients. Whenever Translatus introduces a Contractor directly to a Client, before or during a Project, or allows a Contractor to know the identity of a Client, Translatus makes such introductions and knowledge under the provisions of this “No Direct Solicitation Agreement”.

33. The Contractor and Client individually and fully understand and agree and hereby legally commit to Translatus that upon introduction by Translatus of the Contractor to the Client and/or a Client to a Contractor and/or upon any Contractor becoming aware of a Client through the review of Project related materials, and for so long as either the Contractor or the Client shall continue to do business with Translatus, and for a period of twelve (12) months after cessation of work with Translatus, neither the Contractor nor the Client shall directly or indirectly solicit business or engage in any work with each other. In situations where the Contractor works with Translatus and Client, and a signed Project does not result, then for a period of three (3) months after cessation of the sales process, neither the Contractor nor the Client shall directly or indirectly solicit business or engage in any work with each other. This “No Direct Solicitation Agreement” is automatically passed on to all individuals that the may be directly or indirectly involved in any Translatus Project or potential Project.

34. The date of the commencement of validity of this entire Translatus Multilingual Solutions Services Agreement is the date at which the Seller issues a Customer ID and Password to the Buyer.

35. This entire document, with all its parts, is the complete Translatus Multilingual Solutions Services Agreement.
