



General Terms and Conditions of Sales relating to business between the Customer and AMPLEXOR International S.A. and all its Subsidiaries (“AMPLEXOR”)

A. General Provisions

I. Scope of terms, entering an agreement

1. Any Customer order will be subject to the following Terms and Conditions. These Terms and Conditions shall also apply to future, supplementary and follow-up orders placed by the ordering party even if these Terms and Conditions are not declared explicitly for any such future or subsequent orders.
2. The Customer is required to check regularly on the following Terms and Conditions in order to be aware of any amendment or addition to such provisions.
3. In any case, the Terms and Conditions of the Customer and/or of Customer's third parties shall not apply even if AMPLEXOR does not explicitly dismiss such Terms and Conditions or any content containing or referring to such Terms and Conditions.
4. Quotations provided by AMPLEXOR are subject to change unless explicitly stated as binding or if they include a specific acceptance period. An agreement takes effect when AMPLEXOR confirms the order in written or electronic form or begins processing the order placed by the Customer.
5. Unless specified otherwise, quotations, invoices and purchase orders must be in written and/or electronic form.
6. Any agreement deviating from these Terms and Conditions must be in written form.

II. Prices and methods of payment

1. AMPLEXOR's prices are in the quoted currency and are subject to the prevailing legal local rates of VAT¹.
2. For orders that foreseeably require a processing period of over two months, AMPLEXOR may demand advance payment of a percentage rate of the full cost as agreed with the Customer and will issue monthly invoices for services rendered so far until payment has been received in full.
3. Unless agreed or stated in the applicable law differently, any

payment is due in full within 30 days of the invoice date.

4. If the fulfillment of a claim for payment is at risk as a result of a deterioration of the Customer's financial situation arising or becoming known after a contract has been entered into, AMPLEXOR is entitled to demand an advance payment, retain services that have not yet been delivered or cease working further. AMPLEXOR also retains such rights if the Customer is in default for payment of invoices until payment of such invoices has been received in full. In such cases, AMPLEXOR shall not be held liable for any delays nor waive its right to claim any additional damages.
5. In cases of default, a late payment interest of 8% over LIBOR shall apply, without prejudice to AMPLEXOR's right to claim any additional damages.

III. Confidentiality, non-solicitation of employees

1. All information supplied by one party to the other party which the other party knows or should reasonably know to be of a confidential nature, shall be treated as confidential for the duration of the contract and two years thereafter. Both Parties agree to use confidential information only for the purpose intended and not to disclose the confidential information obtained from the discloser unless (i) written consent is given or (ii) if it's required by law.
2. AMPLEXOR shall take all reasonable measures to ensure that all confidential information received from the Customer by it, its employees or sub-contractors are treated confidentially. AMPLEXOR shall observe all reasonable instructions from the Customer relating thereto.
3. For the duration of the working relationship and for a period of one year following termination or expiry of these Terms and Conditions, the Customer shall not hire any employees of AMPLEXOR or associated companies or partners of AMPLEXOR who are involved in the performance of the contract, or have such employees work for him, either directly or indirectly (with companies

wherein Customer has direct or indirect interests), or approach them or recommend them for employment to third parties without the explicit prior written consent of AMPLEXOR.

4. If the Customer breaches the provision as per III.3 above, the Customer shall compensate AMPLEXOR for any and all damages at large (for costs such as recruitment and appointment, training, damages incurred due to non-fulfilment of tasks intended and/or assigned to the employee involved, etc.), equal to the total cost spent for the employee concerned for a period of twelve months.

IV. Processing of personal data

1. Within the framework and for the purposes of exchanges related to their business relationship and relationship management, the Customer and AMPLEXOR shall process each other's Personal Data. In this respect, each Party is responsible for the processing of the Personal Data of the other Party. The Customer's Personal Data will be processed by AMPLEXOR in accordance with its Privacy Policy.
2. With regard to the data contained in the documents transmitted by the Customer as part of the services, the Customer undertakes to only transmit to AMPLEXOR documents that do not contain any personal data. By way of exception, if the presence of personal data in the documents transmitted by the Customer proves, in the Customer's opinion, to be indispensable for the performance of the Service, the Customer undertakes to inform AMPLEXOR of this in advance. The Parties shall then implement a data protection agreement. The Customer warrants to AMPLEXOR that it has the necessary rights and authorisations to transmit such data to AMPLEXOR and indemnifies AMPLEXOR against any recourse in this respect.
3. AMPLEXOR undertakes not to make any use of the personal data contained in a document except for the performance of the services and to implement the appropriate technical and organisational measures in order to guarantee a

¹ In Canada, prices are in CAD, GST and QST or HST excluded, and are subject to the prevailing legal local rates of GST/QST or HST.

level of security appropriate to the risk. This data is Confidential Information within the meaning of the section III of these Terms and Conditions.

4. V. Termination of the contractual relationship, changes to the scope of services

1. Operational disruptions as a result of force majeure – both in the operations of AMPLEXOR and/or its sub-contractors, particularly as a result of strikes, lockouts or other instances – do not permit the contractual relationship to be terminated by the Customer and do not result in a contractual breach on AMPLEXOR's part. AMPLEXOR shall not be liable for any damages caused by such events and claimed by the Customer.
2. If the order is terminated on the initiative of the Customer, AMPLEXOR will charge for all work and services provided up to that time, without prejudice to any additional damages that may be claimed.
3. If, after the Customer has placed an order, the Customer changes the agreed scope of services to be provided without explicit conclusion of a change request agreement to adjust compensation, AMPLEXOR reserves the right to calculate a just and equitable fee for the additional services.

VI. Usage rights and rights of retention

1. Full rights to delivered work shall only be granted upon full payment of all outstanding and existing claims of AMPLEXOR against the Customer. However, the Customer retains all rights due in the proper course of business.
2. AMPLEXOR has a retention right on all delivered documents or any other items or services until full settlement of all due and outstanding claims under the business relationship.

VII. Customer co-operation and indemnity

1. The Customer shall always provide AMPLEXOR with any data or information that is required or useful for proper fulfilment of the Terms and Conditions and shall provide support and co-operation in any other way.
2. The Customer shall be responsible for the lawful and proper use and application of the products and services provided by AMPLEXOR, as well as for validation and security

procedures and for adequate system management.

3. In the event that the data necessary for the performance of the contract are not provided to AMPLEXOR in due time or in accordance with the contract between the parties, or in the event that the Customer fails to meet its obligations in any other way, AMPLEXOR shall be entitled to suspend provision of the services until the Customer performs its obligations and to charge the just and equitable expenses thereby incurred. AMPLEXOR has the right to set a final deadline for the Customer to perform its obligations and to terminate the contractual relationship if this final deadline is not met.
4. For services to be rendered at the Customer's site or any site selected by the Customer, the Customer shall provide AMPLEXOR's employees or sub-contractors access to the premises and to the Customer's systems and programs concerned by the provision of services. The Customer shall also make the facilities reasonably required by such personnel or sub-contractors available, such as a workroom with telecommunication facilities, etc. at no charge. The Customer shall nominate to AMPLEXOR the name of a contact person with decision-making authority for all questions relating to the fulfilment of the agreement.
5. The Customer shall be responsible for ensuring that the place of use for all work ordered and to be installed by AMPLEXOR is adequate and fully functional. AMPLEXOR shall not be liable for defects in the delivered work if the cause of the defect arises from the place of use or the technical infrastructure thereof.
6. AMPLEXOR's personnel sent to the Customer for work to be carried out on the Customer's site or any site chosen by the Customer, shall remain subject to the supervision and managerial authority of AMPLEXOR. The AMPLEXOR contact person assigned to the Customer shall be responsible for handling any questions, requests, and requirements.
7. The Customer shall procure all licenses and rights necessary for hardware, software or products to be implemented by AMPLEXOR prior to implementation.
8. The Customer shall defend, indemnify and hold AMPLEXOR harmless against all claims by third parties, including employees or sub-contractors of AMPLEXOR, who in connection with fulfilment of the contract suffer any damages caused

by any action or failure to act by the Customer or by unsafe working conditions on the Customer's or any other provided premises.

9. If the Customer does not inform AMPLEXOR in writing of a particular purpose intended for the products, work or services provided by AMPLEXOR, the Customer may not claim damages arising from the particular purpose intended.

VIII. Third party products

1. Unless explicitly stated that AMPLEXOR is entitled to act as a reseller, AMPLEXOR shall only act as intermediary as regards software of third parties. License agreements for the use of such products shall be concluded between the Customer and the third party.
2. Insofar that AMPLEXOR has agreed to provide services requiring the availability of such products, the Customer shall be responsible for procuring all required licenses to third party rights for the use of such products and undertakes to ensure that AMPLEXOR is entitled to use the products for the purpose of performing its contractual obligations.
3. In the event that AMPLEXOR expressly agrees to procure or make available such products, any cost incurred for this purpose shall be invoiced to the Customer. Any training in third party products or products developed by AMPLEXOR provided to the Customer by AMPLEXOR shall be subject to charge.
4. Unless agreed otherwise in advance, any hardware, software and networking products ordered by the Customer shall be configured according to factory defaults. All integration products ordered by the Customer shall be configured and tested to provide basic functionalities.

IX. Third party property rights and copyright

1. The Customer warrants that the contract and execution thereof do not violate any rights, in particular commercial property rights and copyrights of any third party.
2. The Customer shall be solely liable if the rights, in particular commercial property rights and copyrights, of any third party are infringed by the Terms and Conditions or performance thereof. The Customer shall indemnify AMPLEXOR (including its employees or sub-contractors) upon first demand against any claims for compensation from third parties as a result of an infringement of such

rights (including claims for damages, losses, penalties and reasonable legal costs).

- AMPLEXOR and/or any third party retains property rights on all proprietary tools, systems, software and products developed by them prior to, during or after the provision of services.

X. Complaints, defects

- Complaints must be made in written and/or electronic form with a precise description of the defect.
- In the case of justified complaints, AMPLEXOR is entitled to choose between amendment or replacement. AMPLEXOR can reject amendment or replacement if the costs incurred thereby are disproportionately high. In the event that any amendment or replacement is unreasonably delayed, the Customer can demand a price reduction or terminate the order.
- In the event that a defect is due to negligence on the part of AMPLEXOR or its sub-contractors, the Customer is entitled to file a claim for damages under the conditions of section XI below.
- Defects in a part of a delivered work exclude entitlement to an overall complaint for the entire work unless the remaining partial work or service that is not subject to complaint is of no use to the Customer.
- In the case of unjustified complaints, AMPLEXOR is entitled to charge the Customer for extra costs incurred by processing such a complaint.

XI. Liability for damages

- AMPLEXOR's liability for damages, regardless of legal ground, particularly in the case of impossibility, delay, defect or flawed delivery, breach of the Terms and Conditions, infringement of duty during negotiations and tortious liability is, insofar as any of the above are at fault, restricted in accordance with the provisions of section XI herein.
- AMPLEXOR shall not be liable for slight negligence on the part of its organs, legal representatives, employees, or any vicarious agents unless contractually essential obligations pertained to language services have been breached.
- Insofar as AMPLEXOR shall be liable for damages as stated in section XI.2., liability shall be limited to damages that AMPLEXOR should have foreseen as a possible consequence of breach of contract upon conclusion of the contract or that AMPLEXOR should have foreseen upon application of

due care. In no event will AMPLEXOR be liable for any indirect damages (including without limitation, loss of profit, production and economic losses, etc.) arising out of and/or in connection with the conclusion, performance or termination of the contractual relationship.

- AMPLEXOR's aggregate liability, if any, shall be limited to actual money damages not exceeding the total amount actually paid by client to AMPLEXOR under this customer order with a maximum of 50,000 EUR (fifty thousand Euros). Under no circumstances shall AMPLEXOR be liable for special, incidental, consequential, exemplary, or punitive damages, or for re-procurement costs or lost profits.
- The restrictions of section XI herein do not apply to AMPLEXOR's liability in the event of willful misconduct or gross negligence, injury to life, body or health or pursuant to product liability law.
- AMPLEXOR shall indemnify the Customer upon first demand against any claims by third parties for consequential damages arising from a defect.

XII. Reference

- The Customer hereby authorizes AMPLEXOR to make public reference to the Customer's selection of AMPLEXOR service line(s) and the nature of the services provided.
- Subject to the Customer's prior written consent, AMPLEXOR may publicly refer to the products, services and solutions AMPLEXOR has implemented or shall implement and may write and publish a detailed report describing the reasons for the Customer's choice of the AMPLEXOR solution and the benefits gained by Customer.

XIII. Jurisdiction, applicable law, severability

- The contractual relationship, execution thereof shall be subject to the laws of the country or state of the AMPLEXOR's subsidiary issuing the quotation, sales order or any other written agreement, with the exclusion of the United Nations Convention on Contracts for the international Sale of Goods of 11.04.1980 ("CISG").
- Courts competent for any disputes arising from this contractual relationship are the courts located in the district of the registered office of the AMPLEXOR's subsidiary as mentioned in Section XIII.1 herein.
- If one or more provisions are or become ineffective in any way, the remaining provisions remain

unaffected thereby. The parties hereby undertake to negotiate in good faith in order to replace ineffective provisions with legally valid provisions as close as possible in content, purpose and economic outcome to the ineffective provisions.

B. Specific Provisions for Language Services and Global Content

I. Translation and Global Content

- For language services, AMPLEXOR provides services using computer-aided translation tools (CAT-tools) in accordance with industry standards and practices, and the latest available terminologies, references, and dictionaries. Translations are either carried out by employees of AMPLEXOR or associated partners and/or selected, professional external translators, whose skills and qualifications have been tested and validated by AMPLEXOR, and who translate into their native language and/or into the languages in which they have been recognized as highly qualified by AMPLEXOR.
- For global content, AMPLEXOR provides services using design templates and employees whose skills on industrial experience, technical abilities and qualifications as writers have been tested and validated by AMPLEXOR.
- AMPLEXOR is committed to delivering high quality translations, global content solutions and customer satisfaction. We will correct any inaccuracies and/or errors in accordance with section A X above without delay. However, AMPLEXOR reserves the right to charge for significant effort involved in the implementation of subjective stylistic preferences at an hourly rate.
- In the event that the Customer wishes to publish a translation provided by AMPLEXOR, the Customer shall send a proofread version of the text in the form in which it is to be published to AMPLEXOR prior to publication. AMPLEXOR will give its approval within a reasonable period. The effort involved in re-working changes to a delivered text may be charged by AMPLEXOR at a reasonable rate according to the current AMPLEXOR pricelist. Any text published by the Customer without AMPLEXOR's approval will be entirely at the Customer's risk. Liability on the part of AMPLEXOR is excluded in such cases. This applies in particular to compensation for damages arising from a repeated publication or advertisement.

II. Acceptance, warranty

1. The Customer shall accept the work delivered (including partial deliveries) within 20 business days following delivery. Acceptance shall be deemed to have been given by the Customer upon expiration of the period prescribed above or if the Customer puts the product to use (e.g. prints).
2. Warranty for hidden defects is valid for one year as of the acceptance date.

III. Prices

1. Unless agreed differently by the parties, AMPLEXOR generally calculates the price of translation based on the number of words in the source document. For global content, AMPLEXOR calculates the price on an hourly basis. Quotations may indicate the number of hours spent on the work and/or, if that's the case, words to be translated at a word rate for the requested language combination and text type.
2. Additional services, such as terminology management or internationalization follow up for example, will be calculated according to the effort required on an hourly basis. Estimated effort in quotations will be updated to reflect the actual

effort on invoices. Should it become apparent during processing that the actual effort significantly exceeds the estimated effort, the Customer will be informed without delay.

3. Unless stipulated otherwise in a quotation, sales order or any other written agreement, AMPLEXOR reserves the right to apply minimum charges of 120 EUR (one hundred and twenty euro) per order or translation request which requires individual processing. Furthermore AMPLEXOR reserves the right to apply additional Project Management charges in 1 hour increments, in case the Project Management effort exceeds 10% of the total order volume.

C. Specific Provisions for System Integration and Consulting

I. Acceptance, warranty

1. The Customer is obligated to test and validate the work delivered (including partial deliveries) within 20 business days following delivery (validation period). Acceptance shall be deemed to have been given by the Customer upon expiration of the period described above if this was explicitly instructed upon delivery. Acceptance shall also be deemed to be effected if the work is put to operational use in a

live environment prior to expiration of the validation period.

2. Warranty for hidden defects in validated work is valid for three months.

II. Prices

1. Unless a fixed rate is agreed upon, AMPLEXOR shall calculate the cost of services rendered according to the effort and materials used. Rates shall be stated and agreed in advance or based on the current AMPLEXOR pricelist.
2. Services shall be calculated and ordered at an hourly and/or daily rate unless otherwise agreed in writing between the Customer and AMPLEXOR. One working day shall comprise eight working hours.
3. Unless services are offered at a flat rate, the travel time of AMPLEXOR personnel shall be calculated as work time at 50% of the applicable rates stated on the AMPLEXOR pricelist. Compensation for travel costs and expenses of AMPLEXOR's personnel shall be covered by the Customer upon submission of the relevant receipts and invoices by AMPLEXOR.
4. Invoices shall be issued on a monthly basis or per invoicing milestones agreed in the Proposal.