

## GENERAL TERMS AND CONDITIONS OF SUPPLY FOR AAC GLOBAL OY'S ("AAC") SERVICES (1 SEPTEMBER 2007)

### 1 Scope of application

The general terms and conditions for AAC's services apply to all services supplied by AAC to customers (hereinafter referred to as "Customers") unless otherwise agreed between the parties in writing.

AAC's services refer to those services produced by AAC that have their service descriptions appended to the framework agreement between the parties or to a separate service offer by AAC to the Customer (hereinafter referred to as "Services").

### 2 Definitions

#### 2.1 "AAC Material"

refers to AAC's work protected by copyright (such as AAC's Learning Materials), AAC's glossary/term bank, and any other material that was not created specifically and exclusively for the Customer and that AAC or another company in the same Group or its partner has created or obtained. All the above material will remain in the exclusive ownership of AAC.

#### 2.2 "Translation"

refers to a translation created on the basis of a Service provided by AAC.

#### 2.3 "Reference material"

refers to material that is supplied by the Customer to AAC and used in performing the Service.

#### 2.4 "Parties"

refers to the Customer and AAC collectively.

#### 2.5 "Service Output"

refers to material or other output created on the basis of each Service performed by AAC.

#### 2.6 "Portal"

refers to an electronic language and communication service that is owned by AAC and tailored to each customer's requirements.

#### 2.7 "Source material"

refers to material that is supplied by the Customer to AAC and used in producing the Translation. The Customer holds title and copyright to it.

#### 2.8 "Order Confirmation"

refers to a notice sent by the Customer to AAC where the Customer accepts AAC's offer for the assignment regarding the contents, cost estimate and delivery schedule of the Service.

#### 2.9 "Assignment"

refers to a Service supplied to the Customer on the basis of the Customer's order and AAC's offer accepted by an Order Confirmation.

### 3 Supply of Services

#### 3.1 Prerequisites of supply

The Customer must provide AAC, at the agreed time or, if no specific time has been agreed, early enough, with the information required for supplying the Service. The Customer must inform AAC in case there are changes regarding the information provided. The Customer is responsible towards AAC for ensuring that the information provided by the Customer is correct, up to date, accurate and sufficient.

#### 3.2 Ordering and performing Services

The contents of the Service to be supplied to the Customer are specified in the relevant service description. The Customer orders the Service by submitting an offer request to AAC for the Services to be supplied. On the basis of the offer request, AAC submits an offer to the Customer for the supply of Services, including, as a minimum, details of the contents of Service, cost estimate and delivery schedule. The Customer accepts the offer by submitting an Order Confirmation to AAC. This transforms the offer into an Assignment.

The Customer must submit the offer request for the Assignment and the Order Confirmation to AAC by e-mail or in some other separately agreed manner. The Assignment will be supplied to the Customer in the manner to be agreed upon separately.

Unless otherwise agreed between the Parties, the offer request for a Service may be submitted by any of the Customer's employees. The Customer's and AAC's contact persons may jointly and in writing agree on amendments to the Service contents, but they are not entitled to amend or supplement the terms and conditions of the framework agreement or AAC's general terms and conditions of supply. Any amendments or further specifications made contrary to the above shall have no effect.

When required, the Customer must provide AAC access to its premises and provide the equipment requested by AAC for supplying the Services unless otherwise agreed between the Parties. When required, the Customer will supply written safety/security instructions for moving about in its premises, and AAC undertakes to abide by them unless they cause an unreasonable obstacle to supplying the Services. The supply of Services by AAC may include advice and recommendations. The Customer is solely responsible for all its decisions it takes on the basis of the above advice and recommendations.

#### 3.3 Delivery time

The Customer accepts the delivery time for the Service by submitting the relevant Order Confirmation to AAC. AAC is obliged to deliver the Service to the Customer within a reasonable time from receiving the Order Confirmation, unless otherwise agreed in writing between the Parties. AAC will not assume responsibility towards the Customer for not being able to start or complete the supply of Service due to reasons that are not attributable to AAC.

#### 3.4 Acceptance of delivery and defect in the Service

For its part, the Customer must use its best endeavours to contribute to AAC being able to supply the Services in the agreed manner. AAC delivers the Service to the Customer in accordance with the relevant service description.

The delivery of Services will be deemed accepted if the Customer does not file a complaint regarding errors or defects in supplying the Services within 14 days from the delivery of Service. If the Customer fails to complain within the above time, the Customer loses its right to plead a defect as defined below.

Unless otherwise agreed, the Service has a defect if it substantially deviates from what has been agreed on the Service properties in the framework agreement, service descriptions or other attachments (hereinafter referred to as "Defect"). The Customer shall submit a written description of the defect to AAC. AAC is entitled to rectify the Defect or, if rectifying the Service defect is not possible, AAC is entitled to perform the Service again in the manner agreed with the Customer. The rectification of Service Defects does not apply to Defects caused by the Customer's neglect, carelessness, defects or shortcomings in the

Reference Material or Source Material, or actions contrary to the instructions regarding the use of the Service.

The obligations of AAC to rectify the Defect specified in this clause constitute the entire liability of AAC regarding Service Defects.

### 3.5 Producing the Service

AAC supplies the Service using the methods and processes of its choice, and observes good practices and current laws in all its Services-related actions. However, AAC has the right to change the method of producing the Services when required, provided that the content of Services is not significantly altered. AAC endeavours to notify the Customer of such changes as early as possible. AAC has the right to use subcontractors for producing the Service and supplying it to the Customer. AAC is responsible for its subcontractors' work as for its own. AAC uses its best endeavours to have the produced Services correspond to the purpose specified by the Customer in the order and any software included in the Service to operate without errors and interruptions.

### 3.6 Delays

Should AAC notice in the course of supplying the Service that the Service will not be completed by the agreed delivery time, AAC shall immediately inform the Customer and provide an estimate of the new delivery time.

### 3.7 Cancelling an Assignment

An Assignment issued by the Customer is binding. If the Customer cancels an Assignment when the supply is already in progress, or at such a stage that supplying the Service has already incurred costs for AAC, the Customer is liable to compensate for the incurred costs or to pay for that portion of the work that was completed before the Assignment was cancelled.

## 4 Right of use of and responsibility for the Service

### 4.1 Rights to use the Service

The Customer is granted a right to use the Service Output produced on the basis of the Service after the Customer has paid the price charged for the Service in full to AAC. If the Service Output contains AAC Material, the Customer has the right to use the Service Output in conjunction with the delivery of the Service performed by AAC, and the rights of use remain valid for the term of validity of the framework agreement or the individual Assignment, unless otherwise agreed in writing between the Parties.

AAC obtains indefinite, worldwide and non-exclusive rights regarding the Service Output created on the basis of the Customer's Reference Material to use, modify and create derivatives, products and Services of the said Reference Material for use in AAC's own business.

When using the Reference Materials, AAC will observe the confidentiality stipulations included in these general terms and conditions.

The Customer obtains title to the Translation produced on the basis of the Service after the Customer has paid the price charged for the Service in full to AAC. The title to the Translation allows the Customer to use, modify, publish and make copies of the Translations in its own business. For the part of any AAC Material possibly included in the Translation, AAC grants the Customer, after the Customer has paid the price charged for the Service in full, non-exclusive, indefinite and worldwide rights to use and transfer to others the AAC Material included in the Translation. However, the Customer may not divulge, transfer or modify any AAC Material separately from the Translation or the

Service Output for a third party without the written advance consent of AAC.

AAC or its partners hold a copyright and title to the term/word database used in the Service Output and Translations or created as a result of them.

The Customer will not obtain title or copyright to such computer software and products used in the Services that have been licensed from a third party or to which the Customer obtains rights of use from AAC's subcontractor on the basis of a separate license agreement or other arrangement.

If the Customer agrees on starting to use AAC's Portal, AAC or its partners will hold the title and copyright to the Portal and other software applications referred to in the service descriptions of the Services. The Customer obtains a right of use for the Portal and the software applications contained in it for the duration of supplying the Service. The Customer does not have the right to transfer, copy or modify the software applications used in the Service, AAC Material, passwords or any other similar material without the written consent of AAC.

### 4.2 Responsibility for the contents and use of the Service

AAC is responsible for ensuring that the AAC Material it produces for the Service complies with the law and good practices. AAC is liable to compensate the Customer for such losses that the Customer has suffered because AAC Material infringes a third party copyright or patent, business secret, trademark or service trademark valid at the time of signing the framework agreement (hereinafter referred to as "Incorporeal Rights"). The above liability of AAC to pay compensation requires that the Customer: (a) informs AAC immediately of the claim of said third party, (b) provides AAC with an opportunity to respond to and control the actions related to settling the dispute, (c) assists AAC in the actions related to settling the dispute, (d) stops using the AAC Material when requested to do so by AAC.

However, the above conditions will not apply to infringements that are caused by: (a) using AAC Material or Service Output contrary to instructions, or the Customer's using them in a context different to the one they were produced for the Customer, or (b) having made such amendments or further specifications to the AAC Material or Service Output that AAC had not approved in writing and in advance; (c) the Customer transferring the AAC Material separate from the Service Output for use by a third party; (d) or the Source or Reference Material or any other similar information, material or definitions supplied by the Customer to AAC.

If there are valid grounds and a fair probability for assuming that AAC Material or part of it might be considered to infringe the Incorporeal Rights held by a third party, AAC may, within a reasonable time and at its discretion, either: (a) replace, at its own cost, the AAC Material or part of it with other material that does not infringe the Incorporeal Rights held by a third party; or (b) make such amendments to the AAC Material that it no longer infringes the Incorporeal Rights held by a third party. If AAC is incapable of carrying out the action set out in (a) or (b) above, the Customer must return to AAC the AAC Material infringing the Incorporeal Rights held by a third party. AAC's maximum liability towards the Customer as a result of such an infringement is limited to the fee for any Service that the Customer pays to AAC and for which the AAC Material has been used.

The conditions set out in this clause 4.2 define the entire liability of AAC, and they also determine the Customer's exclusive and sole grounds for demanding compensation from AAC for any infringement or alleged infringement.

### 4.3 The Customer's liability for the material it has supplied

The Customer is responsible towards AAC for ensuring that the Source Material, Reference Material or other material it has

supplied to AAC for the purpose of producing the Services do not infringe the rights held by a third party. If the Customer gives its above material (for example software and documentary material) to AAC for the purpose of producing the Services, the Customer undertakes to hold AAC harmless against any third party claims and losses incurred by AAC or demanded by a third party in case the liabilities and losses are caused by an infringement of the Incorporeal Rights held by a third party.

## 5 Fees and payment terms

Unless otherwise agreed in writing between the Parties, the Customer is obliged to pay AAC for the Service the charges and/or fees specified in a separate price attachment.

If producing the Service requires the procurement of specific items from third parties, such as software licenses or equipment, the expenses thus incurred will be invoiced once AAC has received the Customer's Order Confirmation.

The term of payment is 30 days net from the date of Service invoice. If the Customer's payment is delayed, AAC is entitled to charge the Customer, in addition to the delayed payments and/or collection and handling charges, interest for late payment in accordance with the current Interest Act, however not less than 13 per cent. AAC is entitled to discontinue its performance under the framework agreement if the Customer fails to pay its invoice in time.

Unless otherwise agreed, the charges and/or fees quoted to the Customer do not include value-added tax or any other tax or public levy. These will be added to the payments at the prevailing rates.

The Parties shall review the applicable charges each calendar year and amend them as agreed. However, AAC is entitled to change the prices chargeable for the Service in case such change is caused by a change in legislature, decision of public authorities or some other reason beyond the control of AAC. In the above case, AAC is entitled to adjust the prices charged for the Service with the amount corresponding to such change without the Customer having the right to terminate the agreement.

Any notices concerning the invoices must be delivered to AAC within 20 days from the date of invoice. Any notices issued after the said deadline will be ignored. Any adjustments regarding invoicing will be taken into account in the following invoice and, if that is not possible, AAC will send the Customer a new invoice.

Daily allowances and other similar expenses will be separately charged to the Customer according to the current official travelling code.

## 6 Changes requested by the Customer regarding individual Assignments

The contents, schedule and price of the Service provided to the Customer on the basis of an individual Assignment are based on the contents of the agreed Assignment. If changes take place in the information, material or other circumstances forming the basis of the Assignment and they are not attributable to AAC or within its scope of responsibility (such as the Customer's errors and delays, time schedule alterations made by the Customer, or changes in the Reference or Source Material or delays caused by third parties), they will be deemed alterations to the Assignment that entitle changing the contents, schedule and price of the Assignment correspondingly.

## 7 Changes requested by the Customer regarding the Service

The changes to the Service proposed by the Customer shall be negotiated between the Parties. If AAC takes the view that the suggested change affects the price charged from the Customer for the Service or its schedule or contents, AAC is obliged to inform the Customer about this, and AAC is entitled to levy an additional charge corresponding to the change in accordance with the price list, or to amend the schedule accordingly.

## 8 Confidential information

"Confidential information" refers to all information and material that the Customer and AAC give each other in the course of supplying the Service and in relation to the Service, and: (a) that bears markings denoting confidentiality or the other Party's ownership; (b) that must be treated as confidential due to its properties and nature. However, confidential information does not include such results of work or information developed in conjunction with supplying the Service that: (i) was already known to the other Party at the time it was divulged; (ii) is or will be in the public domain without any wrongful or careless action by the other Party; (iii) was developed independently without using the other Party's confidential information; or (iv) was received from a third party not bound by confidentiality and that therefore does not violate this obligation.

Neither Party must use or divulge to third parties the other Party's confidential information without the written advance consent of the other Party, with the exception of its employees, representatives and subcontractors who, for the purpose of the framework agreement or production of the Services, need to obtain confidential information.

Both Parties undertake to protect the other Party's confidential information and keep it in a safe manner. Unless otherwise agreed, the Parties shall return to the other Party all that Party's confidential information obtained when the framework agreement expires. In case returning it is not possible, any confidential information belonging to the other Party must be destroyed. The restrictions and obligations associated with confidentiality will expire two (2) years after the expiry of the framework agreement. However, AAC has the right to keep the Customer's confidential information on its back-up tapes. If the Customer requires the confidential information contained on the back-up tapes to be destroyed, the Customer must bear the costs incurred by AAC for destroying the above information.

## 9 Reference right

AAC may identify the Customer as AAC's customer and describe, in general terms, the nature of the Services in marketing material published by AAC and in similar contexts.

## 10 Restriction on recruitment

Unless otherwise agreed between the Parties in writing, the Parties must not employ a person in the other Party's employment or use such subcontractor of the Customer, or the subcontractor's employee, that is carrying out tasks related to the Service before six (6) months have elapsed from the expiry of the framework agreement.

If the other Party nevertheless recruits such a person or uses such a subcontractor, that Party is liable to pay the other Party compensation amounting to the person's six (6) months' taxable gross salary or, in case of a subcontractor, the sum of EUR 20,000 as contractual penalties. Payment of the contractual penalty shall not prevent AAC from obtaining compensation for damages exceeding the amount of contractual penalties.

## 11 Personal data

The Customer accepts that in order to perform the Services, AAC may obtain from the Customer personal data relating to its employees, directors, customers or other third parties that the Customer has business dealings with (hereinafter referred to as "the Customer's Personal Data") and that it may be necessary for AAC to process such Customer's Personal Data and/or transfer it to companies within the same Group outside Finland, however not outside the EU/EEC.

The Customer has obtained all necessary consents that AAC needs in order to process the Customer's Personal Data and allows AAC to process the Customer's Personal Data in compliance with the laws governing the protection of privacy and personal data to the extent necessary for performing the Services. The Customer will continue to keep the register of the Customer's Personal Data.

The Customer accepts that AAC and the companies within the same Group have the right to process such personal data of the Customer's employees that AAC deems necessary for performing the Service.

## 12 Force Majeure

The Customer or AAC will not be responsible towards the other Party for delays caused by circumstances beyond their reasonable control. Such circumstances include, but are not limited to, the following: fire or other accident, strike or labour action, interruptions in telecommunications or electricity supply, war or some other act of violence, accident or any act, decree, regulation or decision issued by a public body or authority (hereinafter referred to as "Grounds for Release"). Force Majeure conditions faced by AAC's subcontractors will also be deemed as Grounds for Release regarding AAC. Each Party must immediately inform the other Party for the onset and end of Force Majeure conditions. If the Force Majeure conditions prevail for more than two (2) months, the other Party is entitled to rescind the Assignment regarding the supply of a Service.

## 13 Limitation of liability

Neither Party will be liable towards the other Party for consequential or indirect damages, expenses or losses (including lost profits and replacement purchases). In all cases, the Parties' liability for damages is limited to the amount paid by the Customer to AAC for the Assignment causing the damages attributable to AAC.

AAC will neither be liable to pay the Customer compensation for damages caused by reasons attributable to the Customer or third parties. AAC is under no obligation to compensate for damages caused by reasons beyond AAC's control (such as telecommunications problems, natural phenomena or similar). AAC is neither liable to pay compensation for any compensation for damages, refunds, nor other types of compensation possibly paid by the Customer to third parties.

Compensation must be claimed from the other Party within one (1) month from the date on which the Party detected, or should have detected, the neglect, action or Defect entitling to compensation.

This clause exhaustively stipulates the amount and extent of the Parties' liability to pay compensation.

## 14 Transfer of Service Assignments

The Parties are not entitled to transfer the Frame Agreement or Assignment to a third party without the written permission of the other Party. This does not prevent AAC from using a subcontractor as specified in clause 3.5. However, AAC is entitled

to transfer the Assignment to a third party by notifying the Customer in case AAC's business, or a part of its business relevant to the Services, is transferred to a third party. AAC is also entitled to transfer its receivables based on the Services to a third party, after which all payments are payable to the transferee only.

## 15 Validity of and amendments to the general terms and conditions

These general terms and conditions become effective on 1 September 2007 and remain valid until further notice. AAC has the right to amend the general terms and conditions. The amended terms and conditions become binding to the Customer within one month from the date on which the Customer was sent a written notification with the new general terms and conditions. If the Customer does not accept the new general terms and conditions, the Customer must inform AAC of this within two (2) weeks from the notice sent by AAC. In this case, the new terms and conditions become effective two (2) months after the Customer announced its refusal.

## 16 Order of precedence

In case of a discrepancy between the framework agreement signed between the Parties and its attachments, the framework agreement will take precedence over the attachments which also have a stated order of preference between them.

## 17 Validity

The supply based on an Assignment that is not based on a framework agreement between the Parties is deemed complete when the Service has been delivered to the Customer. When the delivery of the Service is completed, the Customer must pay to AAC all the charges and expenses based on the supply of the Services.

For Services that are only partially completed or performed and for which the payment was not yet due at the time of expiry of the agreement covering the Assignment, the Customer shall pay AAC a portion corresponding to the part of the Service that AAC has completed.

## 18 Settlement of disputes and applicable law

Any disputes between the Parties arising from and caused by the supply of Services shall be primarily settled through negotiations between the Parties. If the Parties fail to reach a consensus in their negotiations, the disputes shall be finally settled by arbitration for which the Central Chamber of Commerce shall appoint one arbitrator. The rules of the Arbitration Board of the Central Chamber of Commerce shall govern the arbitration proceedings. The place of jurisdiction shall be Helsinki, and the law of Finland shall be applied to the framework agreement and supply of Services. The United Nations Convention on Contracts for the International Sale of Goods will not be applied to the framework agreement or to supplying the Services.