

CONFIDENTIAL • 21 November 2012 • Jim Alcenius • Version 1.0 • 1 (2)

Nouveau Language / General terms of delivery **Source: Association of Finnish Translation Companies (SKTOL)**

1. GENERAL

These general terms of delivery will be applied by Nouveau Language (hereinafter Nouveau) and the client to agree on the translation and interpreting services as well as any additional services relating to them (hereinafter the translation service) required for the commissioned work, and which the parties may add to as needed. These terms are valid as of 1.2.2008.

2. RESPONSIBILITIES OF THE CLIENT AND NOUVEAU

Client's responsibility

The client will provide Nouveau with all necessary documents and, if needed, additional material such as previous translations, terminology lists, publications, visual images and other information in their possession as well as any expert assistance required for the commissioned work. The client will also provide, if necessary, explanations relating to ambiguities or faults in the text. The client will inform Nouveau of the text's purpose and target audience prior to the commencement of work. The client will also agree with Nouveau on the inspection procedure, method and means of delivery as well as the appearance of the text.

Nouveau's responsibility

Upon receiving the commission for the work, Nouveau will undertake to make a report on the project and ensure that it has received sufficient information from the client to complete the translation project within the scope of the contract. If sufficient information has not been received, then Nouveau will inform the client.

3. PRICES AND PRICE OFFERS

The pricing terms, price and terms of payment are to be agreed in advance. The price will be based on factors such as, e.g., the level of quality required in the contract, complexity of the text, its size and the timetable, area of specialisation, time required for layout and possible printing work. If the price cannot be accurately determined in advance, then a price offer will be submitted, which will be revised as the work progresses.

4. DELIVERY TIME

The timetable for delivery will be agreed at the time that the contract is made. Any possible alterations to the timetable will be agreed separately.

5. DATA PROTECTION AND CONFIDENTIALITY

Both the client and Nouveau will undertake to keep confidential all documents, materials and other information relating to the commissioned work, which are not available to the public, during the time of the contract and thereafter. The obligation to confidentiality does not cover those documents which Nouveau has received prior to the commissioned work, or from a third party who has not requested confidentiality and has not obtained the material, either directly or indirectly, from the client. Special data protection may be accorded, on a case-by-case basis, to material or information considered confidential by either the client or Nouveau.

Both the client and Nouveau have an individual responsibility to abide by the laws and statutes concerning data protection.

6. CORRECTIONS OR ALTERATIONS TO THE TEXT AS WELL AS INSPECTION AND APPROVAL

Any errors or faults noted in the inspection of the text must be reported to Nouveau, in writing, within 14 days. During this period Nouveau will have responsibility. Nouveau shall retain the right to make corrections to the

CONFIDENTIAL • 21 November 2012 • Jim Alcenius • Version 1.0 • 2 (2)

text within the agreed time. Should the client wish to make alterations to the text, other than those arising from faults or errors, they are to be agreed with Nouveau. Nouveau will not accept responsibility for any changes made unilaterally by the client without prior agreement.

When a translation has been returned to the client for inspection and approval, the client must provide Nouveau with their feedback within the agreed period. Nouveau will undertake to take this feedback into consideration. Nouveau reserves the right to submit all material to be printed for proofreading.

7. COPYRIGHT

Nouveau will have the copyright on the translation as determined in the Copyright Act (404/1961). Nouveau will surrender copyright on the translation within the scope and purpose of the commissioned work. Nouveau will own the copyright on all translation memories generated from the commissioned work.

8. PAYMENT

If the client does not fulfil the terms of payment as agreed with Nouveau, then Nouveau shall have the right to abort the work in progress and invoice for all completed work.

9. FORCE MAJEURE

Nouveau must inform the client immediately of any circumstances deemed to constitute force majeure. Force majeure entitles both the client and Nouveau to abort the commissioned work, although the client must pay for all work already completed. Nouveau will undertake to assist the client in every way to transfer the commissioned work to a third party for completion.

The following are deemed to constitute force majeure; strike action, lock-outs, working disputes, civil disorder, natural disasters, war, sudden illness or any other unforeseen obstacle which can be demonstrated to have prevented Nouveau from completing the commissioned work within the agreed timetable.

10. DISPUTES AND NOUVEAU'S DAMAGE LIABILITY

In the first instance, disputes between the client and Nouveau will be settled by arbitration. The parties may commission, by agreement, an independent inspection of the work carried out. Disputes which cannot be settled through arbitration will be resolved in the District Court in Turku, in accordance with Finnish law.

Nouveau's liability for damages will be limited to, at maximum, the amount received for the work carried out. Nouveau will not be held responsible for any indirect or consequential damages resulting from the translation.

11. Finnish law shall be applied in the interpretation of the general terms of delivery