

Translation Services Terms & Conditions

This Translation Services Terms and Conditions Agreement (this “**Agreement**”) is incorporated into Piedmont Global LLC (“**Company**”) translation quotes for the provision of translation services (“**Services**”) ordered by Client (“**CLIENT**”) in a Quote provided to Client.

1. SERVICES

1.1 Services. COMPANY will perform the services (the “**Services**”) set forth in the Quote provided to the customer and/or SOW (if applicable) signed by Client and referencing this Agreement in accordance with this Agreement. If the parties do not specify a schedule or milestones for the performance of certain Services, COMPANY will promptly notify CLIENT of any delay or anticipated delay in the performance of Services (including any potential inability to meet any schedule described in this Agreement, unless specifically described in the Quote or SOW). Any changes to the Services will be subject to a written amendment of the Quote or SOW agreed to by both parties.

1.3 Price for Services. The price for the Quoted Services is an estimate of the total costs for the Services to be rendered hereunder. CLIENT hereby acknowledges that such estimates do not constitute either a maximum or minimum limit on COMPANY’S costs under this Agreement. Quotes are based upon work estimated; any deviations from the quoted amount will be sent to CLIENT for written approval and billed as such.

1.3 Performance Standards. COMPANY will perform the Services in a manner consistent with the level of professional care customarily observed by language service professionals rendering similar services. COMPANY will ensure that persons performing such Services are properly qualified and experienced to perform the Services. Upon CLIENT’S reasonable request, COMPANY, in its sole discretion will remove from the Services any person that it determines to be necessary for replacement.

1.4 Reports. COMPANY will prepare and furnish to CLIENT standard reports available to its clients, upon reasonable request or as otherwise required by this Agreement.

2. PAYMENT; TAXES

2.1 Fees. For timely and professional delivery of the services CLIENT agrees to pay COMPANY the fees described in the Quote.

(a) **FEE SCHEDULE** (the “**Fees**”). Fees outlined in the Quote: Any discounts applied during the Initial Term do not apply to any subsequent Quotes.

2.2 Invoices; Manner of Payment. CLIENT shall pay all invoices within thirty (30) days from the invoice date. CLIENT will raise any dispute with an invoice within such ten (10) day period. In the event that CLIENT disputes any invoice, the parties will negotiate in good faith a resolution of such dispute within ten (10) days of CLIENT providing notice of such dispute. In the event that the parties cannot resolve the dispute within such ten (10) day period, the parties shall refer such dispute to a regionally-recognized independent accounting firm reasonably acceptable to both parties, whose resolution of such dispute shall be binding upon the parties. If any invoice is disputed, the disputed amount will be due and

payable within ten (10) days after resolution of the dispute. All amounts payable under this Agreement will be denominated in U.S. dollars, and CLIENT will pay all amounts in U.S. dollars.

2.3 Taxes. COMPANY shall charge, and CLIENT shall pay, any applicable national, state or local sales or use taxes or value added taxes that COMPANY is legally obligated to charge for Services (“**Taxes**”). CLIENT may provide COMPANY with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, COMPANY will not charge and/or collect the Taxes covered by a valid certificate.

3. CONFIDENTIALITY AND PROPRIETARY RIGHTS

3.1 Confidentiality. The parties shall keep confidential information disclosed where there is a reasonable expectation of confidentiality. The parties will use reasonable efforts to protect confidential information.

3.2 Press Releases; Publicity. Neither party shall issue any press releases, or otherwise make any public statements or communications regarding this Agreement, its terms, or the relationship of the parties without the other party’s prior written consent, which will not be unreasonably withheld. Neither party shall use the CLIENT name and other CLIENT trademarks in connection with the performance of Services under this Agreement.

3.3 Intellectual Property and Deliverables. Except as may be set forth in an applicable SOW, CLIENT will retain all right, title and interest in and to any deliverables, reports and documents delivered to CLIENT by COMPANY in connection with the Services.

4. WARRANTIES AND REPRESENTATIONS

4.1 COMPANY. COMPANY represents and warrants to CLIENT that:

(a) COMPANY has all necessary right, power and authority to execute the Quote and acknowledges the terms and conditions contained in this Agreement and grant the rights herein;

(b) the execution of this Agreement and performance of the Services by COMPANY will not violate any agreement to which COMPANY or its employees is a party or by which COMPANY or its employees may be bound;

(c) COMPANY and COMPANY’S employees will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements (including any requirements imposed upon CLIENT with respect to the Services); and

(d) all Services will be performed in a manner consistent with the level of care customarily observed by language services professionals rendering similar services and in accordance with the terms of this Agreement, the Quote, or SOW (if applicable).

4.2 CLIENT. CLIENT represents and warrants to COMPANY that:

(a) Client has all necessary rights, title and interest to the works which are the subject of the Quote and CLIENT has all necessary right, power and authority to execute this Agreement and grant the rights herein;

(b) the execution of this Agreement will not violate any agreement to which CLIENT is a party or by which CLIENT may be bound;

(c) CLIENT shall, within sixty (60) calendar days of receipt of any finished deliverable, notify COMPANY in writing of any suspected defects or errors, which shall be corrected at no additional cost above the agreed amount. In the absence of such notification, CLIENT shall be deemed to have accepted the deliverable of the Services. CLIENT shall not withhold acceptance because of any discrepancy which does not significantly compromise the accuracy of any deliverable; and

(d) CLIENT will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements.

5. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR AN AMOUNT GREATER THAN THE AGGREGATE AMOUNTS PAID BY CLIENT HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, THE LIMITS OF LIABILITY IN THE CASE OF COMPANY SHALL NOT APPLY TO: (A) A BREACH OF THE COMPANY'S OBLIGATION UNDER SECTION 1; AND (B) ANY INDEMNIFICATION CLAIM PURSUANT TO SECTION 6.

6. INDEMNIFICATION

6.1 COMPANY. COMPANY agrees to defend, hold harmless, and indemnify CLIENT, its affiliates and their respective partners, officers, employees, and agents from and against all claims, damages, losses, suits, actions, demands, proceedings, expenses and liabilities of any kind (including reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification)(collectively, "**Claims**") arising out of or related to any act or omission of COMPANY or its employees or contractors for a breach under Section 1 and Section 4.1. under this Agreement. CLIENT will provide COMPANY reasonably prompt written notice of any Claim and provide COMPANY with reasonable information and assistance, at COMPANY's expense, to help COMPANY to defend the Claim. COMPANY will not consent to the entry of any judgment or settle a Claim, without CLIENT's written consent, which will not be unreasonably withheld.

6.2 CLIENT. CLIENT agrees to defend, hold harmless, and indemnify COMPANY, its affiliates and their respective partners, officers, employees, and agents from and against all claims, damages, losses, suits, actions, demands, proceedings, expenses and liabilities of any kind (including reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) arising out

of CLIENT's negligence or willful misconduct under this Agreement.

7. RESERVED

8. TERM AND TERMINATION

8.1 Term. The Agreement applies to each Quote ordered by a Client for Services. The term of the Agreement shall begin with the date of approved Quote(s) through the delivery of services as provided in the Quote. Either party may provide written notice of cancellation to the other party as stated in section 8.2.

8.2 Termination for Convenience. CLIENT may terminate the Quoted Services at any time prior to delivery by written notice to the COMPANY. Following the effective date of such termination, (a) COMPANY will not be obligated to continue performing any such terminated Services, (b) CLIENT will pay COMPANY for all Services performed in accordance with the requirements of this Agreement and all non-refundable expenses reasonably incurred prior to notice of such termination, (c) CLIENT will not be obligated to pay COMPANY for any terminated Services performed or expenses incurred after the effective date of the termination, and (d) neither party will have any obligation or liability to the other (e.g. for anticipated revenues or profits based upon this Agreement or for any costs or expenses incurred in reliance upon this Agreement) on account of any termination of the Services.

8.3 Termination for Cause. Either party may terminate this Agreement upon the other party's breach of this Agreement, provided that (a) the non-breaching party sends written notice to the breaching party describing the breach in reasonable detail, (b) the breaching party does not cure the breach within thirty (30) days following its receipt of such notice (the "**Breach Notice Period**"), and (c) following the expiration of the Breach Notice Period, the non-breaching party sends a second written notice to the breaching party indicating the non-breaching party's election to terminate this Agreement. In the event of any termination for cause by COMPANY, CLIENT will have no further payment or performance obligations under this Agreement outside of charges incurred for performance done prior to termination.

8.4 Effect of Termination. Following any termination or expiration of this Agreement, (a) CLIENT will pay to COMPANY all Fees earned prior to termination (subject to the dispute provisions set forth in Section 2.2 above), (b) each party will return any Confidential Information or property of the other party within ten (10) days from the date of such termination, (c) the terms and conditions of Sections 3-10 will survive such termination or expiration of this Agreement, and (e) at CLIENT's request, COMPANY will make its staff available to assist with any transition of the Service on mutually agreeable hourly rates.

9. RECORDS

During the Term and for a period of two (2) years thereafter, COMPANY will keep all usual and proper records related to the Services and this Agreement.

10. GENERAL

10.1 Notices. Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), email with electronic confirmation or personal delivery to the other party at the address below the party's signature line below. If no address is listed for COMPANY, notice to COMPANY will be effective

if given to the last known address. Notice is effective: (a) when delivered personally; (b) three business days after sending by certified mail; (c) on the business day after sending by a nationally recognized courier service; or (d) on the business day after sending by email with electronic confirmation to the sender. A party may change its notice address by giving notice in accordance with this Section 10.1.

10.2 Relationship of Parties. This Agreement is not intended to create any relationship other than COMPANY as an independent contractor performing Services covered by this Agreement and CLIENT as the party contracting with COMPANY for those services. No party is a partner for any purpose whatsoever. COMPANY acknowledges that it is not authorized to make any contract, agreement or warranty on behalf of CLIENT. Under no circumstance will one party's employees be construed to be employees of the other party, nor will one party's employees be entitled to participate in the profit sharing, pension or other plans established for the benefit of the other party's employees.

10.3 No Exclusivity; No Minimums. The parties agree that nothing contained in this Agreement or any other subsequent document under this Agreement will be construed as creating an exclusive relationship between the parties. Nothing in this Agreement will prevent either COMPANY or CLIENT from entering into the same or similar relationship with others. Additionally, nothing herein will be construed as creating a minimum commitment for business on the part of the CLIENT to COMPANY. This Agreement does not obligate CLIENT to engage COMPANY to perform any Services, or COMPANY to perform any Services.

10.4 Governing Law. This Agreement is governed by the laws of the Commonwealth of Virginia, excluding its conflicts of law rules. The parties agree that any claims or other actions arising out of this Agreement will be litigated in Virginia, and each party consents to the exclusive jurisdiction of such courts.

10.5 Waiver. A party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.

10.6 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other

party; except, that either party may assign this Agreement without consent to (a) any entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with such party, or (b) any purchaser of all or substantially all of such party's assets or to any successor by way of merger, consolidation or similar transaction. Subject to the foregoing, this Agreement will inure to and bind all successors, assigns, receivers and trustees of the respective parties hereto.

10.7 Severability. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then the remainder of this Agreement will have full force and effect and such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision.

10.8 Counterparts. This Agreement may be executed by facsimile, electronic transmission (e.g., PDF), or electronic signature and in identical counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile, scanned, or photocopied signature (and any signature duplicated in another similar manner) identical to the original will be considered an original signature.

10.9 Entire Agreement; Conflict. Barring any existing Master Services Agreement between CLIENT and COMPANY, this Agreement, Quote, and SOW (if any) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all oral understandings, representations, prior discussions and preliminary agreements. Except as otherwise expressly stated herein, this Agreement and any schedules hereto may be amended only in writing signed by all parties. Any conflict between the terms of this Agreement and any Quote will be resolved in favor of this Agreement, unless an applicable SOW explicitly states that it is intended to modify the conflicting terms of this Agreement. CLIENT will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by COMPANY in any invoice, acceptance, confirmation, correspondence or other document, unless otherwise agreed by CLIENT and signed by its authorized representatives.