

General Terms and Conditions

(Last updated: 1 September 2011)

Section 1 - Scope of the General Terms and Conditions (GTC)

think global GmbH (hereinafter "think global") renders its translation services exclusively on the basis of these General Terms and Conditions (hereinafter "GTC"). Any deviating terms and conditions of purchase or other conditions of the customers shall hereby be excluded in express terms.

Section 2 - Creation of a contract

think global draws up an offer for the translation services to be rendered by think global. Upon receipt by think global of the legally binding offer countersigned by the customer, a contract is created. think global may, prior to entering into an agreement, demand written proof of power of attorney, a prepayment and/or a declaration of surety of a German bank.

Section 3 - Scope and quality of translation services

1. Scope

The scope of the translation services to be rendered by think global shall be subject to the offer and, if applicable, any of its appendices.

Any services beyond the contractually agreed scope of performance (hereinafter "Additional Services") may be ordered by the customer and shall be subject without exception to separate remuneration. In the absence of any provisions to the contrary, said remuneration shall be on a time and material basis in accordance with such price list of think global as is in effect from time to time.

2. Quality

think global shall render translation services that meet the following quality requirements:

- Factual and cultural accuracy and correctness
- Correct and consistent use of the terminology specified (glossaries, if applicable) and/or appropriate standard terminology as well as compliance with guidelines on style (style guide, if applicable) and/or adequate standard rules of style
- Correct use of language pursuant to valid rules of grammar and spelling.

Section 4 - Granting of rights

Unless otherwise agreed, think global grants the customer, upon full payment of the remuneration, the right to duplicate and distribute the translations produced by think global. think global, however, shall be

entitled to being named in all duplicates and publications of translation services as the translation agency, including its web address.

Until such time as full payment has been received, the customer shall be entitled to tentative use, while such tentative right to use may be revoked by think global at any time until full payment has been received.

Section 5 - Remuneration

1. Principle

Remuneration for translation services shall be based on the respective contract. In the absence of any agreement therein to the contrary, think global will invoice the customer for the translation services on a time and material basis pursuant to such price list of think global as is in effect from time to time.

2. Urgent jobs

Urgent jobs (jobs, which require extra cost and effort in terms of time and administration and need to be delivered outside the usual delivery deadlines) shall be subject to a surcharge of 30%.

3. Minimum charge

For jobs where the net order value per language is below EUR 50.00, a minimum charge of EUR 50.00 per language plus a 10% management fee shall be calculated to cover administration costs.

4. Changes to or cancellation of orders

If the customer changes orders, work, extensive planning or similar items and/or cancels the order or contract, he shall be liable to pay think global the agreed remuneration less any expenses avoided. The amount of such expenses avoided shall hereby be agreed, by think global and the customer, to be 40% of the order value, without there being a need to provide specific proof on the part of think global.

5. Terms of payment, default of payment

Payments shall be made within 30 days of receipt of invoice. The timeliness of payments shall be determined by the receipt thereof in the account of think global. In the event of large orders, think global is entitled to demand installment payments for self-contained partial services that shall become due upon delivery of the partial service. Large orders are orders whose value exceeds net EUR 10,000.00 and/or whose project period exceeds 30 days. Self-contained partial services shall be defined, in particular, as individual chapters, modules or language versions.

If the customer defaults on his payment obligations, think global will reserve the

right to withhold performance until full payment has been received. Where binding performance dates have been agreed, the performance period shall be extended by the number of days by which the customer has defaulted on his payment obligations.

In the event of default on payment, statutory late-payment interest shall be paid in the amount of eight (8) percentage points above the basic interest rate; any further statutory claims of think global shall remain intact.

Section 6 - Delivery dates

Delivery dates shall be binding only if they have been agreed in writing and in express terms.

Delivery dates may be arranged by mutual agreement at the time the contract is awarded. think global shall use its best efforts to meet such delivery dates. If an inevitable delay in delivery (e.g., due to unexpected complexity, illness, loss of data, etc.) is foreseeable, think global will inform the customer thereof immediately. think global shall not be deemed in default if the cause of the delay in delivery is beyond its control. If failure to meet a delivery deadline is due to force majeure, think global shall be entitled to request a reasonable grace period.

In the event of changes to the subject matter of the order or contract, delivery periods and remuneration shall be renegotiated.

Section 7 - Liability for defects (Mängelhaftung)

1. Deadline for checking and acceptance

The quality of translations shall meet the customary quality standards applicable to translations. The customer shall check immediately upon receipt, and at any rate prior to any reproduction and/or publication, the translations delivered by think global. If no problems are flagged up within 14 days, the translation shall be deemed accepted.

2. Duty to report defects

The customer shall notify think global of any defects in writing immediately, at least within the aforementioned checking period, and shall document any defects in writing in a transparent and clear manner. If the customer fails to comply with this obligation in a timely manner, any liability for defects on the part of think global shall be excluded.

3. Rights regarding defects

The customer's rights regarding defects towards think global shall initially be limited

to a claim of subsequent performance in connection with subsequent improvement. Three attempts at subsequent improvement may be made in connection with a defect, provided that this is reasonable from the customer's point of view. The customer shall have a right of withdrawal and/or termination or reduction in price only if subsequent improvement has failed; claims for damages shall be excluded unless willful or gross negligence or damages resulting from injury to life, limb or body are involved.

4. Limitation

The customer's rights regarding defects shall expire one year after delivery.

5. Waiver of liability for defects

Defects in the translation resulting from flawed or incomplete source documents shall not be the responsibility of think global. Nor shall think global be responsible for any linguistic inaccuracies due to lack of context. In the aforementioned cases, any liability for defects on the part of think global shall be excluded.

Section 8 - Liability

think global shall be fully liable for damages caused by willful or gross negligence.

In the event of simple or minor negligence on the part of a legal agent or vicarious agent, the liability of think global shall be limited to the typically foreseeable damages in connection with the breach of substantial contractual obligations (cardinal obligations). For all other intents and purposes, think global shall not be held liable for simple or minor negligence.

The preceding paragraph notwithstanding, think global shall assume unlimited liability for damages resulting from injury to life, limb or body caused by willful or gross dereliction of duty on the part of think global.

All claims for damages - with the exception of those derived from willful negligence - shall expire after two years. The limitation period shall commence at the end of the year in which the claim arose.

Section 9 - Customer's services

1. Information and documentation

The customer shall make information and documents that are required for the provision of the translation service of think global (for example, customer glossaries, terminology, reference material, diagrams, drawings, fonts) available without a specific request to this effect. Defects and time

delays resulting from the customer's failure to comply with these obligations shall be the responsibility of the customer.

2. Third-party proprietary rights, release from claims

The customer shall guarantee that he has the necessary rights of use for the execution of the agreed translation services. Upon initial request, the customer shall comprehensively release think global from any claims brought by a third party due to an existing or alleged infringement of third-party proprietary rights.

Section 10 - Confidentiality

The parties shall keep confidential, both during and beyond the respective contract terms, information, images and documentation concerning the circumstances, business processes and technical facilities of the respective other party. Neither party shall reproduce, publish or pass on to a third party in any manner or use or exploit for purposes extraneous to this agreement such information and documentation without the prior written consent of the other party.

Information shall be deemed not confidential if, at the time the other party learns thereof, it was known to the public or, after such time, the public learns thereof without any involvement of such party or if such party has received the information from a third party that was not subject to an obligation of secrecy or if such party has discovered the information independently and without making use of confidential information of the other party.

Any party shall be released from the obligation of confidentiality if and to the extent that such party is requested by a government agency, court of law or other government authority to share information that is subject to confidentiality. Said party shall immediately inform the other party thereof as well as name the agency requesting the information and the extent thereof. The party obliged to share the information shall ensure that the extent of the information to be shared be kept to a minimum where possible and shall, if possible, obtain a guarantee that the information to be shared will be handled in confidence. The party obliged to share the information shall take all reasonable measures so as to enable the other party to defend against said request for information.

Section 11 - Subcontractors

think global may rely on third parties for the execution of translation services and will require third parties to abide by the confidentiality terms at least as protective of the Customer's confidential information as those set forth in this Agreement. Contact or direct business between the

customer and the third party thus deployed by think global shall be permitted only with the written consent of think global.

Section 12 - Jurisdiction, applicable Law

Jurisdiction for all legal disputes arising between the parties from and in connection with these GTC and the respective contracts/orders shall lie with the courts in Berlin where permitted.

The contractual relationships shall be subject to German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Section 13 - Final provisions

The GTC of the customer shall not apply. The customer can assign rights under these GTC and/or the respective contracts only with the written consent of think global.

All changes and additions must be made in writing. Cancellations and declarations of withdrawal must also be made in writing. The same shall apply to the revocation of this requirement for written form.

Should any provision of these GTC be ineffective, the validity of the remaining provisions hereof shall in no way be affected. In the event the parties shall immediately replace such ineffective provision with a relative effective provisions that comes as close as possible to the purpose of the ineffective provision.

The customer shall be permitted setoff against counterclaims only if they have been confirmed by declaratory judgment or acknowledged by think global.