

SUBSCRIPTION AGREEMENT

THIS TRANSLATION WORKSPACE™ SUBSCRIPTION AGREEMENT (“AGREEMENT”) GOVERNS YOUR USE OF GEOWORKZ’S TRANSLATION WORKSPACE.

BY ACCEPTING THIS AGREEMENT, WHICH OCCURS WHEN YOU PAY YOUR SUBSCRIPTION FEE OR YOUR AGREEMENT TO THE TERMS FOR A FREE TRIAL, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS SUBSCRIPTION AGREEMENT, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS WHOLLY OWNED SUBSIDIARIES. YOU FURTHER REPRESENT THAT YOU HAVE OR WILL HAVE AGREEMENTS IN PLACE WITH ALL USERS SUFFICIENT TO ASSURE EACH USER’S COMPLIANCE WITH THE TERMS OF THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

YOU MAY NOT ACCESS THE SERVICE FOR PURPOSES OF MONITORING THE SERVICE’S AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES. YOU MAY NOT SUBSCRIBE TO, OR USE THE SERVICE, IF YOU ARE BARRED FROM ACCESSING OR USING SERVICES PURSUANT TO THE OFAC (U.S. OFFICE OF FOREIGN ASSETS CONTROL) REGULATIONS OR THE LAWS OF ANY COUNTRY.

TRANSLATION WORKSPACE™ SUBSCRIPTION AGREEMENT

This Agreement is effective between You and Us as of the date of Your accepting this Agreement, which occurs concurrent with Your payment of the Subscription Fee or the date You subscribe to the Free Trial (the “Effective Date”). Defined terms used in this Agreement are set forth in Schedule A.

I. USE OF THE SERVICE

1. Your Use of the Service

1.1. In exchange for Your agreement to be bound by the terms of this Agreement, and only for so long as You actually comply with these terms, We grant You a license to access and use the Service, including the Translation Tools and Software, during the Term via the Internet under and subject to the terms of this Agreement. We will host the Service. We reserve the right to make changes and updates to the functionality and/or documentation of the Service from time to time. Your license to this Service is personal, non-exclusive, non-transferable and revocable.

1.2. You are licensed during the Term to use, store, print, and display Our Content only in connection with use of the Service in accordance with the terms of this Agreement. No other use of Our Content is permitted. You agree that use, resale or exploitation of the Service and/or Our Content, except as expressly permitted in this Agreement, is prohibited.

1.3. In connection with Your use of the Service in accordance with this Agreement, We grant You the right to use the Software and the Translation Tools in connection with performing translations for Yourself or any third party, subject to Your compliance with the terms of this Agreement.

1.4. In connection with Your use of the Service in accordance with this Agreement, We grant You a limited, personal, non-transferable, revocable, non-exclusive license to install and to use the Software during the Term subject to Your compliance with the terms of this Agreement.

1.5. You acknowledge that We have set no fixed upper limit on the amount of storage space used in connection with the Service; however, We retain the right, at our sole discretion, to create limits at any time with thirty (30) day’s prior notice.

2. Users

2.1. You are authorized to permit use by the number of Users listed in Your Service Plan. You, by Your Representative, may upgrade to a different Service Plan at any time by following the instructions in the “My Account” Section of the Service. The Service Plan You select will identify the number of Users.

2.2. You are responsible for all activities that occur under Your User accounts and Your use of the Service. You are responsible for maintaining the security and confidentiality of all User usernames and passwords. You agree to notify Us immediately of any unauthorized use of any Service username or password or account or any other known or suspected breach of security.

2.3. You acknowledge that You and none of Your Users are identified by OFAC (the U.S. Department of Treasury Office of Foreign Assets Control) as a “specially designated national” or blocked person, and that neither You nor any of Your Users are a resident of a “blocked country” as identified by OFAC. If at any time Your status or the status of any of Your Users changes, such that You or Your Users become a “specially designated national”, a blocked person, or resident of a “blocked country” by OFAC, You will immediately inform Us and cease using the Service. You expressly acknowledge that no Users authorized by You, who access the Service, are so identified.

2.4. You understand and agree that Your agents, contractors, consultants or other third parties, other than Customer Users, may not be Users under this Agreement and must secure its or their own subscription to the Service. Unauthorized use and unauthorized Users constitute copyright infringement. Use of the Service will be monitored in order to confirm authorized use.

2.5. You may designate a Customer User as an authorized User under this Agreement, subject to the Customer User’s agreement to be bound to the terms and conditions of this Agreement, and subject to Your bearing full responsibility for their use of the Service.

2.6. You acknowledge that You are fully responsible for Your use of the Service, including responsibility for compliance with all laws and regulations that are applicable to You or the Content You use in connection with the Service. In particular, You acknowledge that You are fully responsible for compliance with all laws and regulations that may apply based on the Content You use in connection with the Service, including all laws and regulations that apply to the protection and movement of personal data that may be contained in any Content. You acknowledge that We are “data processors” as that term is used in the Data Protection Directive (95/46/EC) and that You are the “data controller” as that term is used in the Data Protection Directive (95/46/EC) with respect to any Content You choose to use in connection with the Service.

3. Subscription Limitations

3.1. As a condition of Your license and subscription to the Service, You agree to abide by the restrictions outlined in this Section 3.

3.2. We may, at our option, adopt rules for permitted and appropriate use and may update them from time to time on Our Site; You will be bound by any such rules. We reserve the right to remove any of Your Content that constitutes Objectionable Matter or violates any of Our rules regarding appropriate use, but are not obligated to do so. You and Your Users will comply with all applicable laws regarding Your Content, use of the Service and Our Content, including laws involving private data and any applicable export controls.

3.3. We reserve the right to suspend or terminate for cause immediately any User account or activity that is disrupting or causing harm to Our computers, systems or infrastructure or to other parties, or is in violation of state or federal laws regarding “spam,” including, without limitation, the CAN-SPAM Act of 2003. Any such spamming activity by You is considered a material breach of this Agreement.

3.4. It is our policy to respond to notices of alleged infringement that comply with the United States’ Digital Millennium Copyright Act as outlined in our Privacy Statement (<http://www.GeoWorkz.com/Privacy.aspx>) or other applicable law and to terminate the accounts of repeat infringers.

3.5. As a condition of Your license and use of the Service, You agree not to:

3.5.1. Use the Site or Service in any unlawful manner or in any other manner that could damage, disable, interfere with, or overburden the Site.

3.5.2. Access the Site or Service for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes.

3.5.3. Reverse engineer the Service.

3.5.4. Use or access the Service to: (i) build or test a competitive product or service; (ii) make or have made a product using similar ideas, features, functions or graphics of the Service; or (iii) copy, modify, alter or change the Service or Our Content.

3.5.5. (i) Make the Service or any portion thereof available for use, access, display, searching or retrieval by, any third party; (ii) make the Service available in any “public” or “free” area, or other area accessible on the World Wide Web; or (iii) configure or use the Service to gather information in violation of applicable laws and regulations governing privacy and/or personally identifiable information.

3.5.6. Disrupt the normal flow of communication within Our network through the use of automated login or automated scripting programs or otherwise attempt to infiltrate, damage, destroy, delay, interrupt, gain unlawful access or engage in unlawful usage of the Service.

3.5.7. Submit, email, transmit, upload, post, or otherwise make available (collectively, “Submit”) any material or content that contains viruses, bots, worms, or any other computer code, files or programs that are designed to or do interrupt, destroy, or impair in any way the functionality of any computer software, hardware, or telecommunications equipment, or modify, bypass, or circumvent security software or other security measures.

3.5.8. Register for a User Account on behalf of an individual other than Yourself or Your business, or disclose Your password to any third party. (However, it is acceptable to have one profile for yourself and another for Your registered business).

3.5.9. Impersonate any person or entity, make false statements, or misrepresent Yourself, Your age or affiliation with any person or entity, or use or attempt to use another’s account.

3.5.10. Except for paid advertisements that may be made available on designated areas of the Site, post any advertisements, promotional materials, junk mail, “spam,” or solicitations of any kind.

3.5.11. Harvest, solicit, or collect email addresses or other contact or personal information of other Users by electronic or other means for the purposes of sending unsolicited emails, engaging in unsolicited communications, or for any unauthorized commercial purposes or unlawful purposes.

3.5.12. Use the Site or Service, or any information gathered through the Site, for criminal, tortious, unlawful, or infringing activity of any kind, or to harass, abuse, or harm another person or entity or attempt to do so.

3.5.13. Submit any of Your Content or any content or links to other content which, in Company's sole determination, is "Objectionable Matter," meaning any content that:

- Is defamatory, disparaging, harmful, threatening, abusive, insulting, harassing, hateful, or discriminatory.
- Infringes or violates another party's privacy, publicity, confidentiality, or intellectual property rights, including without limitation, patent, copyright, trade secret, trademark, or moral rights.
- Includes any offensive vulgar, obscene, immoral, indecent, pornographic, or similar content.
- Is illegal, or promotes, advocates, or gives instructions regarding illegal activities or violence.
- Contains any personal information about another person, including without limitation, name, address, telephone number, email address, place of employment, educational background.

3.6. The maximum number of terms per language that You may upload into Translation Workspace at any one time is 1 million. The maximum number of words in a word glossary that You may upload to Translation Workspace at any one time is 20,000. Once the maximum number of terms and/or words in a word glossary has been uploaded, You may continue to add additional terms or words to the word glossary without limit. There is no limit to the number of Translation memories or glossaries that you can upload. From time to time, these limits may be changed with notice to You by Us.

4. Free Trial Subscription

4.1. We will make the Service available to You on a trial basis free of charge ("Free Trial") until the earlier of (a) the thirtieth day after Your acceptance of this Agreement or (b) the start date of any subscription You elect to purchase. Your use of the Service during the Free Trial period is limited to the Free Word Limit; and You are responsible for fees associated with any use in excess of the Free Word Limit, which will be assessed based on the overage rate applicable to the Free Trial. All of the terms and conditions of this Agreement apply to the Free Trial except as expressly noted.

4.2. At the end of the Free Trial period, Your subscription will automatically convert to a paid monthly subscription unless You cancel Your subscription through the "My Accounts" section **on or before** the expiration of Free Trial period.

4.3. ANY DATA YOU ENTER INTO THE SERVICES DURING YOUR 30-DAY FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SERVICE OR EXPORT SUCH DATA, BEFORE THE END OF THE 30-DAY FREE TRIAL PERIOD.

4.4. NOTWITHSTANDING SECTIONS 12, 14, 15 and 16 (WARRANTIES AND DISCLAIMERS), DURING THE FREE TRIAL PERIOD THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY.

5. **Right to Select Changes to Subscription; Adding Extended Support or Additional Users**

5.1. You may change Your subscription to a higher or lower level by selecting that level through the “My Accounts” Section of the Service. You agree that You are responsible for any and all additional fees associated with the subscription level You have selected. You agree that either Your credit card will be charged the fees associated with the new level of Service or such fees will be remitted via Your PayPal account.

5.2. Changes to Your subscription (with the exception of adding Extended Support or Supplemental Users) are effective on the first day of Your next Subscription Month. You may not change your subscription within a Subscription Month, other than to add Extended Support or Supplemental Users. Changes to Your subscription to add Extended Support or Supplemental Users are effective on the date added and You will be charged the applicable monthly fee, pro-rated based on the number of days in the Subscription Month You receive Extended Support or Supplemental Users.

5.3. If You have subscribed to a pre-paid twelve month subscription:

5.3.1. You may add Additional Users through the “My Accounts” Section of the Service. Fees for any Additional Users will be assessed on a monthly basis.

5.3.2. You will be charged on a monthly basis if Your usage exceeds the monthly word volume specified in Your Annual Plan.

5.3.3. You may add Extended Support at any time during the term of Your subscription and the fees associated with Extended Support will be pro-rated for the remainder of the term of your twelve-month subscription.

5.4. YOU AGREE THAT YOU ARE RESPONSIBLE FOR ANY AND ALL FEES ASSOCIATED WITH ANY ADDITIONAL USERS, USAGE IN EXCESS OF THE AGREED MONTHLY WORD VOLUME AND EXTENDED SUPPORT, AND UNDERSTAND THAT IF YOU FAIL TO PAY THE ASSOCIATED FEES, WE MAY SUSPEND YOUR ENTIRE SUBSCRIPTION TO THE SERVICE, IN ADDITION TO SUSPENDING ACCESS TO THE ADDITIONAL USERS AND EXTENDED SUPPORT, UNTIL ANY PAST DUE AMOUNTS ARE PAID IN FULL.

6. **Basic and Extended Support**

6.1. We will provide You and Your Authorized Users with **Basic Support** at no additional charge and at Your election, with **Extended Support**. Both Basic Support and Extended Support are described in the Support & Training section at GeoWorkz.com (the “Guidelines”).

6.2. You may elect to purchase Extended Support by selecting that option under “My Accounts” at any time during Your subscription and by paying the applicable Extended Support fees. If You elect to purchase Extended Support within Your Subscription Month, Your first month of Extended Support will be pro-rated for that portion of the Subscription Month You receive Extended Support, and will be charged in full month increments thereafter. Extended Support is available on a month-to-month basis. You may not terminate Extended Support prior to the end of Your Subscription Month and under no circumstances will You receive a refund if You discontinue or terminate Extended Support prior to the end of Your Subscription Month.

6.3. Extended Support is charged on a monthly basis and will automatically renew each month for an additional one month period unless You elect to discontinue Your continued subscription to Extended Support **prior to the start of the next Subscription Month**, by selecting that option under “My Accounts”. Your election to discontinue Extended Support is effective on the first day of the next Subscription Month.

6.4. In providing either Basic or Extended Support, We will use commercially reasonable efforts to provide availability during the times identified in the Guidelines, except in the event of planned downtime (of which We shall give prior notice), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays. We will also use commercially reasonable efforts to respond to Your properly submitted queries, work towards the identification and resolution of the problems submitted. We do not represent, warrant or guarantee that (i) We will always be able to resolve a query fully, (ii) You will no longer experience a problem, or (iii) We will provide a bug fix, patch or other workaround in connection with the identified problem.

7. Job Posting Service

7.1. You and Your Users may access the Job postings on the Site to Bid on Jobs, provided that your subscription is a paid plan. The Jobs will be posted by Users of the Site.

7.2. If You or any of Your Users Bid on any Job posted, then You represent that the information You provide is accurate and truthful and that You and/or Your Users are qualified to perform the applicable Job requirements. You agree that You and Your Users shall not manipulate the price of any Job or interfere with any other subscriber's Bid. We have the right to terminate Your ability to Bid with or without cause at any time and effective immediately. We shall not be liable to You or any third party for termination of the ability to Bid.

7.3. If the Site allows the option for You to post Jobs, then You and Your Users may post Jobs, provided that your subscription is a paid plan. If You or Your Users post Jobs on the Site, then other subscribers may Bid on the posted Jobs.

7.4. The Site is solely a venue to facilitate the Job posting and Bid process. You and any subscriber are solely responsible for any transaction You enter into, including without limitation as to pricing, payment, intellectual property, confidentiality, privacy and security. You acknowledge that We have no involvement in any transaction between You and/or Your Users with any other subscriber and have no responsibility in any manner in the transaction. You acknowledge that We have no control over, and no liability for, the quality or results of the services or the qualifications or ability of any subscriber to perform the Job, the truth or accuracy of any information, content or representations provided by You or Your Users or any other subscriber on the Site or otherwise, or any party's compliance with laws or its contractual obligations to the other. We do not independently investigate or evaluate the skills, education, experience, background, or financial circumstances of any subscriber. We do not authenticate the identity of any subscribers and do not confirm that any subscriber is who they say they are. As a party to a potential transaction, You are solely responsible to obtain information from the other party and to conduct any further independent investigation or evaluation as necessary for You to determine whether or not to enter into a transaction with such party. We are not and will not be deemed to be involved in any way in any communications, contracts, or transactions between You and any other subscriber as a party, agent, representative, or otherwise. Neither You nor any of Your Users may refer to Us, Our affiliates, employees, contractors or agents in any such communications or contracts relating to transactions without Our prior written consent.

7.5. If You or any of Your Users have any dispute with any other subscriber, You will handle such dispute, and You acknowledge and agree that You shall not involve Us in any such dispute or assert any claims against Us, Our affiliates, employees, contractors, or agents with respect to any such disputes, communications or transactions. You will defend and indemnify Us (and our officers, directors, employees and agents) from and against any and all costs (including reasonable attorneys' fees) and damages arising out of or in connection with a claim, suit, action, or proceeding by any subscriber or other third party arising out of any Job posting or Bid.

II. FEES, PAYMENT, RENEWALS AND TERM

8. Fees and Payment; Termination; Early Termination Charge

8.1. You agree to pay by credit card or via Your PayPal account all fees applicable to the Service Plan (including Extended Support, if You have elected to receive Extended Support) You have selected when You registered for the Service. You agree that Your credit card or PayPal account will be charged the monthly fee applicable to the Service Plan You have selected. **YOU AGREE THAT YOUR CREDIT CARD OR PAYPAL ACCOUNT WILL BE CHARGED THE MONTHLY FEE IN ADVANCE OF THE APPLICABLE SUBSCRIPTION MONTH UNLESS YOU HAVE TERMINATED YOUR SUBSCRIPTION OR SERVICE PLAN PRIOR TO THE FIRST DAY OF THE NEXT SUBSCRIPTION MONTH.**

8.2. Your subscription shall automatically renew for additional one month periods unless You terminate Your subscription or Service Plan prior to the first day of the next Subscription Month. The fees associated for the renewal term shall be the fees applicable for Your then existing Service Plan as of the date of renewal unless You have selected a different Service Plan through the "My Accounts" section prior to the first day of the applicable Subscription Month.

8.3. In the event Your usage exceeds the word volume specified in Your Service Plan or Free Trial, You will be charged for the additional usage at the overage rates set forth in the Service Plan. If You have elected a pre-paid 12-month subscription, You will be charged on a **monthly** basis if Your usage exceeds the monthly word volume specified in Your Annual Plan and Your failure to pay these amounts may result in suspension of Your subscription as provided in Section 17.2. **WORD VOLUME MUST BE UTILIZED IN THE SUBSCRIPTION MONTH IT IS PAID FOR AND UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO USE, “CARRYOVER” OR “ROLLOVER” UNUTILIZED MONTHLY WORD VOLUME IN ANOTHER SUBSCRIPTION MONTH.**

8.4. IF YOU TERMINATE OR FAIL TO RENEW YOUR MONTHLY SUBSCRIPTION OR SERVICE PLAN YOU WILL BE CHARGED AN EARLY TERMINATION FEE EQUAL TO THREE (3) TIMES YOUR THEN CURRENT MONTHLY SUBSCRIPTION FEE. YOU AGREE THAT THIS CHARGE MAY BE PAID BY CHARGING YOUR CREDIT CARD OR PAYPAL ACCOUNT. NO EARLY TERMINATION FEE WILL BE ASSESSED IF YOU TERMINATE OR FAIL TO RENEW AN ANNUAL SUBSCRIPTION, HOWEVER YOU WILL REMAIN RESPONSIBLE FOR ALL FEES DUE FOR THE FULL ANNUAL TERM OF YOUR SUBSCRIPTION.

8.5. If You believe that any specific amount charged under this Agreement is incorrect You must contact Us in writing within 30 days of the Effective Date setting forth the nature and amount of the requested correction; otherwise amounts charged are final.

8.6. Stated fees due do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to, value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “**Taxes**”). You are responsible for paying all Taxes associated with Your purchases or subscription hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to You and paid by You to Us, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. In any event, You will remain responsible to Us for any amounts paid by Us for Taxes associated with Your purchases or subscription. For clarity, We are solely responsible for taxes assessed against Us based on Our income, property and employees.

8.7. Fees are non-refundable and You will not, except as provided in Section 12 and 16.1, be entitled to a refund, credit or return of any fees paid even in the event of termination prior to the end of the term of the Agreement.

III. CONTENT AND INTELLECTUAL PROPERTY

9. Your Content

9.1. All Your Content Submitted by You to Us, whether posted by You or by Users, will remain Your sole property (or the property of the party that lawfully licensed it to You) or the property of such Users (or the property of the party that lawfully licensed it to such Users) to the full extent provided by law.

9.2. You have **sole responsibility** for the accuracy, quality, integrity, legality, privacy consents, reliability, appropriateness of and copyright permissions for all Your Content. You represent and warrant that You have obtained all necessary rights, licenses, consents or permissions to Submit Your Content to the Service.

9.3. We will not use Your Content for any purpose other than to provide the Service to You and for statistical reporting, analysis and productivity purposes, which may include analysis of Your use of the Service. You grant to Us a perpetual, non-exclusive, worldwide, irrevocable, royalty-free, unrestricted license to use such data derived from Your use of the Service in an aggregated and anonymous manner, and You promise that You will not assert any claim that would prevent a third party from using or developing such data.

9.4. While We will periodically back up the Service, You are solely responsible for creating backup copies of any of Your Content that You Submit on the Site and any work or information held in Your Tenancy at Your sole cost and expense.

9.5. Subject to the terms and conditions of this Agreement, You grant to Us a non-exclusive license to use, copy, store, transmit and display Your Content to the extent reasonably necessary to provide and maintain the Service.

9.6. You represent that You have a valid, binding written agreement with any Customer User obligating and binding each Customer User to the terms and conditions of this Agreement.

9.7. You represent that no Customer User is identified by OFAC as a “specially designated national” or blocked person, and that no Customer User is a resident of a “blocked country” as identified by OFAC.

10. Intellectual Property

10.1. Notwithstanding any other provision of this Agreement, We own and retain all rights in the Service, Translation Workspace, the Software, the Translation Tools and Our Content, including all content, designs, text, graphics, and the “look and feel” and design elements thereof, the Service, Translation Workspace, and Translation Tools, and all underlying software, code, technology, rules, algorithms, databases, ideas, concepts, know-how, processes, methodologies, architecture, sequences, techniques, all derivatives of any of the foregoing, and all patent, copyright, trade secret, trademarks, and other intellectual property rights in any of the foregoing. You acknowledge that the foregoing are Our valuable property and understand that Your rights to use them are limited as set forth in this Agreement.

10.2. The “Translation Workspace,” “Live Assets” “Lionbridge,” and “GeoWorkz” names, the Lionbridge and GeoWorkz logo, and the product names associated with the Service (including, but not limited to, Logoport) are Our trademarks, and they may not be used without Our prior written consent.

10.3. We do not claim ownership of any intellectual property right in Your Content posted by You or in any translations that You perform using the Translation Tools.

10.4. To the extent that You provide any suggestions, enhancement requests, recommendations or other feedback to Us relating to the Service or its operation, You hereby grant to Us a perpetual, non-exclusive, irrevocable, royalty-free, unrestricted, worldwide, transferable, sub-licensable license under such intellectual property rights to use, disclose, modify, reproduce, license, distribute, commercialize and otherwise freely exploit all such feedback to improve the Service for the benefit of all subscribers.

11. Privacy

We respect the privacy of our Users. Our privacy statement can be accessed at <http://www.GeoWorkz.com/Privacy.aspx> and is incorporated by reference in this Agreement. We reserve the right to modify Our privacy policies from time to time in Our business judgment and as We deem required for compliance with applicable law. By using this Service, You are consenting to have Your personal data transferred to and processed in the United States.

IV. WARRANTIES AND REMEDIES

12. Warranty Regarding the Service

During the term of the Agreement, We warrant to You that the Service purchased pursuant to this Agreement will substantially function in all material respects to the specifications as described in applicable online user documentation available via Our Site, provided that the Service is used by You in the manner intended and as authorized by this Agreement. For any breach of this warranty, Your exclusive remedy shall be, at Our option, to make the Service operate as warranted, or if We are unable to do so, to terminate Your subscription and refund to You a pro rata portion of Your unused, pre-paid fees.

This warranty does not extend to Availability of the Service, which is addressed exclusively in Schedule B.

13. Service Level Warranty

Our warranty on Availability of the Service, and Your remedies if this warranty is not met, is addressed exclusively in the Service Level Targets set forth in Schedule B. We will use commercially reasonable efforts to provide the Service in accordance with the Service Levels described in Schedule B. If We do not achieve these Service Levels in accordance with the requirements of Schedule B, Your sole and exclusive remedy is the Credit described in Schedule B.

14. Your Warranties

14.1. You agree to provide Us with accurate, current and complete information during the registration process and to update it as necessary to keep it accurate current and complete. At a minimum, You will provide billing and contact information as We may reasonably require, including Your legal name, street address, email address, and name, User name and telephone number of Your Representative. You agree to update this information promptly through the “My Accounts” Section of the Service, and in any case within 15 days, if there is any change.

14.2. You represent and warrant that You have the legal power and authority to enter into this Agreement and bind Yourself (including all of Your authorized Users). You represent and warrant to Us that You own or have sufficient rights and licenses to Your Content such that Your use of the Service and Your performance of Your obligations hereunder will in no event result in the infringement of intellectual property rights held by any third party.

14.3. You represent that You are authorized to accept the terms of this Agreement on behalf of Your wholly owned Subsidiaries.

14.4. You represent and warrant that, if You are an individual, You are at least eighteen (18) years of age and if You are an entity, You are capable of forming legally binding contracts.

14.5. You represent and warrant that You have not falsely identified yourself or provided any false information to gain access to the Service and that Your billing information is correct.

15. Indemnification

15.1. We will defend You (and Your officers, directors, employees and agents) from and against any third party claim alleging that the Service or Our Content (other than Your Content), when used in accordance with the terms of this Agreement, infringes any United States patent, copyright, United States trademark, or misappropriation of a trade secret, and We will indemnify You from any costs (including reasonable attorneys' fees) and/or damages finally awarded against You in any such infringement claim or settlement thereof (collectively, "Losses"); provided that: (i) We are promptly notified in writing of such claim; (ii) You grants Us sole control of the defense and any related settlement negotiations; and (iii) You cooperate with Us in defense of such claim. In case of such a claim, We may, in Our discretion, procure a license that will protect You against such claim without cost to You, replace the Service with a non-infringing Service, or if We deem such remedies not practicable, We may terminate the Service and this Agreement without fault, provided that in case of such a termination, You will receive a pro-rata refund of the fees prepaid for use of the Service not yet furnished as of the termination date. Notwithstanding the foregoing, We shall have no liability to You if the infringement results from: use of the Service or Our Content in combination with software not provided by Us. **THIS SECTION STATES YOUR SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT.**

15.2. You will defend and indemnify Us (and our officers, directors, employees and agents) from and against all Losses arising out of or in connection with a claim, suit, action, or proceeding by a third party alleging that the Your Content or other data or information supplied by You infringes the intellectual property rights or other rights of a third party or has caused harm to a third party; or arising out of or related to (i) Your use of the Site or Service; (ii) any of Your Content posted by You on the Site; (iii) any breach of this Agreement, including without limitation, Your warranties under Section 14; (iv) any infringement by You of any third party intellectual property, privacy or other rights; (v) any communications or transactions between You and any third party; (vi) You or any User authorized by You is an employee of Us, or (vi) any non-compliance with applicable laws.

15.3. You will indemnify and hold Us (and Our officers, directors, employees and agents) harmless from any expense or cost arising from any third party subpoena or compulsory legal order or process that seeks Your Content and/or other information or data related to You, including, without limitation, prompt payment to Us of all costs (including attorneys' fees) incurred by Us as a result. In the event of such subpoena or compulsory legal order or process, You also agree to pay Us for Our staff time in responding to such third party subpoena or compulsory legal order or process at Our then applicable hourly rates.

16. Disclaimers and Limitations

16.1. THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY US. THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, EXCEPT AS STATED IN SECTIONS 4.4, 12, 13 AND 14 ABOVE, THE SERVICE, THE SOFTWARE AND OUR CONTENT ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR YOUR PURPOSES. WE DO NOT WARRANT THAT USE OF THE SYSTEM OR SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. WE ARE NOT RESPONSIBLE FOR SOFTWARE INSTALLED OR USED BY YOU OR USERS OR FOR THE OPERATION OR PERFORMANCE OF THE INTERNET.

16.2. IN NO EVENT SHALL WE, OUR AFFILIATED COMPANIES, OR OUR OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, CONTRACTORS, OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF USE, PROFITS, DATA OR BUSINESS, ARISING IN ANY WAY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, OR WITH THE SITE OR SERVICE, AND REGARDLESS OF THE FORM OF ACTION, EVEN IF WE OR SUCH OTHER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.3. IN NO EVENT SHALL WE, OUR AFFILIATED COMPANIES, OR OUR OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, CONTRACTORS OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, LOSSES OR LIABILITIES ARISING IN ANY WAY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, OR WITH THE SITE OR SERVICE, REGARDLESS OF THE FORM OF ACTION, IN AN AMOUNT WHICH IS GREATER THAN THE AMOUNT PAID BY YOU TO US FOR THE SITE OR SERVICE DURING THE TWO (2) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

16.4. The Service may include gateways, links or other functionality that allow You and/or Users to access third party services ("Third Party Service") and/or third party content and materials ("Third Party Materials"). We do not supply and are not responsible for any Third Party Service or Third Party Materials, which may be subject to their own licenses, end-user agreements, privacy and security policies, and/or terms of use. WE MAKE NO WARRANTY AS TO THIRD PARTY SERVICES OR THIRD PARTY MATERIALS.

16.5. There is no employment, contractor, agency, partnership, joint venture, representative or fiduciary relationship between Us and You of any kind and We shall have no liability or responsibility of any kind for Your and/or Users' acts, errors or omissions, including without limitation, fraud, negligence, breach of contract, quality of services, non-compliance with applicable laws, infringements, or criminal or tortious acts or omissions, whether same take place on the Site or offline. Although We provide rules for Your Content and Your conduct, We do not control User behavior or Your Content, and have no liability for the posting, removal, or failure to post or remove Your Content on or from the Site or for the discontinuation or failure to discontinue access of any User to the Site. Although We prohibit certain activities in this Agreement, We do not control and We take no responsibility or liability for any of Your Content or the content of any other User, or for any loss or damage thereto. Your use of the Site is at Your own risk.

16.6. We assume no responsibility for the selection of the Site or Service to achieve any intended purpose, or for the results of the Service or of any transactions between Users of the Site or between Users and third parties offering or selling products or services through links on the Site. We do not make any warranties as to the accuracy, completeness or reliability of any content on the Site, whether provided by Us, other Users, or any third parties, or that such content is up to date. We do not make any representations as to the identity or reliability of any party, including any other User.

16.7. The Site or Service may be unavailable from time to time for maintenance or other reasons. We do not warrant that the Site or Service will be uninterrupted, error free, secure, or free of viruses or other harmful code, files, or mechanisms. We disclaim all liability or responsibility for any damage, loss of data, errors, delays, malfunctions, or failures of any computers, devices, equipment, property, or services resulting directly or indirectly from access to the Site or Service.

16.8. We endeavor to use reasonable security measures to protect against unauthorized access to Your account. We cannot, however, guarantee absolute security of Your account, Your Tenancy or Your Content, and We cannot promise that Our security measures will prevent unauthorized or illegal access to the Service, the Site or its contents.

16.9. We are not and will not be deemed to be involved in any way in any communications, contracts, or transactions between You and Your customers or any third party, as a party, agent, representative, or otherwise. You acknowledge that We have no control over, and no liability for, the quality or results of the services You or others provide through use of the Service. We do not independently investigate or evaluate the skills, education, experience, background, or financial circumstances of any User.

16.10. You agree (i) that You are responsible for Your performance of any obligations You may have to Your customers and that We have no obligation to Your customers; and (ii) that Your customers are not third party beneficiaries under this Agreement.

16.11. Unauthorized Use may constitute infringement of Our intellectual property rights. In the event that You or any User authorized by You violate Our intellectual property rights, You acknowledge and agree You are liable for actual damages, statutory damages, reasonable attorney fees, lost profits, diminution of value of the software, lost license fees, any or all of the aforementioned, including, but not limited to all other costs and expenses incurred by Us for the loss according to law. You acknowledge and agree that in the event of a breach of this Agreement by unauthorized Use of the Service, that You will pay us as liquidated damages and not as a penalty, an amount equal to the per word rate of One (\$1.00) Dollar for each word entered into the Service, an amount You agree is reasonable under the circumstances existing at the time You subscribe.

16.12. We reserve the right to change the name You select for your Tenancy, delete Your credentials, or terminate Your subscription if We determine You have violated Section 3.5.9 of this Agreement.

V. TERMINATION AND RETURN OF YOUR CONTENT

17. Termination

17.1. Term. The Term commences on the Effective Date.

17.2. Termination or Suspension by Us. We, in Our sole discretion, may suspend or terminate Your username and password, account, or use of the Service and/or terminate this Agreement if You materially breach this Agreement and such breach has not been cured within 10 days of notice of such breach. In no event shall any termination relieve You of the obligation to pay any fees payable to Us.

17.3. Termination for Convenience. You may terminate this Agreement at any time for any reason, subject to Your payment of the Early Termination Fee described in Section 8.4; however, You will remain obligated for the full amount of any fees due for the entire term of Your Subscription and will not, under any circumstances, be entitled to a refund, credit or return of any fees paid.

17.4. Return of Your Content.

(a) It is Your responsibility to download Your Content before any termination or expiration of Your Service subscription.

(b) After expiration of the 10 day cure period described in Section 17.2 above, You will not be able to download a copy of Your Content directly as Your Account will be suspended and will need to contact Us for assistance. It is strongly recommended that You directly download Your Content before expiration of the 10 day cure period.

(c) Upon request by You made within 30 days after the effective date of termination or expiration of a Service subscription other than a Free Trial, We will make available to You for download a file of Your Content as such was stored in Your Tenancy, in standard format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Content and shall thereafter, unless legally prohibited, delete all of Your Content in Our systems or otherwise in Our possession or under Our control.

17.5. Deletion of Software. Upon termination or expiration of this Agreement, You agree to delete or uninstall all versions of the Software You possess and certify to Us upon Our Request that You have so deleted or uninstalled the Software.

17.6. Survival. The following provisions will survive termination: all definitions, Your accrued financial obligations, the license to Your Data to the extent reasonable for Our discharge of Our post-termination obligations, and the following Sections and paragraphs: Schedule A (Definitions), 9 (Your Content), 10 (Intellectual Property), 15 (Indemnification), 16 (Disclaimers and Limitations), 17.6 (Survival of Provisions), 18 (Notice), and 20 (Miscellaneous).

VI. GENERAL

18. Notice

18.1. Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where You are domiciled:

If You are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
A Country in Africa, North, South or Central America or the Caribbean, Asia, Australia or New Zealand, or any country that is not listed in the row below.	GeoWorkz, Inc.	1050 Winter Street, Suite 2300 Waltham MA 02451 U.S.A. Attention: Chief Operating Officer with a copy to General Counsel	Massachusetts and controlling United States federal law	Boston, Massachusetts U.S.A.
A Country in the European Union, Andorra, French Guiana, French Polynesia, French Southern Territories, Guadeloupe, Holy See (Vatican City), Iceland, Japan, Liechtenstein, Martinique, Mayotte, Monaco, New Caledonia, Norway, Réunion, Saint Pierre and Miquelon, San Marino, Switzerland.	GeoWorkz Limited	3 West Pier Business Campus Dun Laoghaire Co. Dublin Ireland	Ireland	Ireland

18.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to Your Representative.

18.3. Injunctive Relief. You acknowledge and agree that money damages would not be a sufficient remedy for any breach of this Agreement, including without limitation, Sections 1, 2 and 3, and that We shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach, in addition to all other remedies available to Us at law or equity.

18.4. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

19. Assignment

This Agreement may not be assigned by You without prior written notice to Us but may be assigned by Us to (i) a parent or subsidiary, (ii) an acquirer of all or substantially all of Our assets involved in the operations relevant to this Agreement, or (iii) a successor by merger or other combination. Any purported assignment in violation of this Section will be void. This Agreement may be enforced by and is binding on permitted successors and assigns.

20. Miscellaneous

20.1 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

20.2 No Waiver. A failure to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by Us in writing.

20.3. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

20.4. Force Majeure. Except for Your payment obligation, if the performance of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of such party, that party will be excused from such to the extent that it is prevented, hindered or delayed by such causes.

20.5. Entire Agreement. This Agreement, together with any applicable Schedule(s), comprises the entire agreement between You and Us and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

SCHEDULE A - DEFINITIONS.

1. Definitions. The following definitions (and additional definitions provided below) will apply:

1.1. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2. "Bid" means a specific offer to perform the requirements of a Job at a specified price.

1.3. "Customer User" means any of Your customers whom You designate or authorize as a User under this Agreement, subject to such Customer User agreeing with You, in writing, to be bound to the terms and conditions of this Agreement.

1.4. "Free Trial" means Your subscription to use the Service and Software for a 30-day trial period, at no charge, subject to Your compliance with the terms of this Agreement and the applicable terms relating to Free Trial, and subject to the Free Trial Word Limit.

1.5. "Free Trial Word Limit" means the word volume limit identified in the Service Plan associated with the Free Trial.

1.6. "Job" means a project that relates to the translation of a certain number of words from one or more languages into specific other language(s) within a specific time frame.

1.7. "Our Content" means any text, audio, video, graphics, content, and other information and data we own, develop, supply or have the right to license that is made available or supplied on Our web site.

1.8. "Service" means Our online Web-based applications, including access to The Translation Workspace and platform provided by Us and known as "Translation Workspace" at www.GeoWorkz.com, and the Software licensed to You in connection with Your subscription to the Service.

1.9. "Service Plan" means the level of Service You have elected to subscribe to through this Agreement. A Service Plan indicates (a) fees, (b) number of concurrent Users for the term of the Plan, and (c) word volume for the term of the Plan, reflected as a monthly rate.

1.10. "Site" means the Web-based location of the Service.

1.11. "Software" means Our XLIFF Editor and Word Client Plug-in software that You will download as part of the Service, subject to the terms of the license in Section 1.

1.12. “Subscription Month” or “Subscription Month” means the 30 or 31 day period starting on the first day of Your subscription and ending on the day in the following month with the corresponding numerical date. For example, if Your subscription starts on February 3, Your Subscription Month will be start on February 3 and end at midnight EST March 3. If Your subscription starts on March 3, Your Subscription Month will start on March 3 and end at midnight EST April 3. If your subscription begins on a day that does not have a corresponding numerical date on the following month, it will be adjusted to the beginning of the subsequent month. For example, a Subscription starting on January 31st will have a Subscription Month starting on January 31st and ending on March 1st, because February 31st does not exist.

1.13. “Supplemental Users” means the additional number of Users You elect to add to a pre-paid twelve month subscription. Subscription Fees for Supplemental Users are determined and charged on a monthly basis in addition to the fees associated with the initial pre-paid twelve month subscription.

1.14. “Tenancy” means Your designated work area or account within the Site.

1.15. “Term” means the term of this Agreement as reflected in the subscription You have selected, which may be a one month or multiple month period from the date You subscribe.

1.16. “Translation Tools” mean those tools, utilities, and features which are accessible directly or indirectly through the Service to assist You in performing translations, and more specifically, the underlying technology, software, tools, utilities, language resources, machine translation rules, glossaries, dictionaries, and translation memories. Translation Tools, including Logoport, are owned by and remain property of Us.

1.17. “User” means one of Your employees who are authorized by You to use the Service in connection with Your business, who have been supplied User identifications and passwords by You, and with whom You have a contract in place sufficient to fulfill all of Your obligations under this Agreement. A User also includes a Customer User, provided the Customer User has agreed with You to be bound by the terms and conditions of this Agreement. A User expressly does not include any contractor, consultant, agent or other third party, even when such third party is associated with You or Your business. Such third parties are responsible for securing their own subscription to the Service.

1.18. “User Guide” means the online user guide for the Service, accessible at <http://www.GeoWorkz.com/Support/Default.aspx> as updated from time to time.

1.19. “You” or “Your” means either (i) “You” as an individual entering into this Agreement on Your own behalf, or (ii) the company or other legal entity for which You are accepting this Agreement (and any wholly owned subsidiaries of that legal entity).

1.20. “Your Content” means the data, information or material provided or Submitted by You or any User to Us in the course of utilizing the Service. Your Content includes Content owned by You or licensed to You by a third party.

1.21. “Your Representative” means the User designated by You as authorized to create User accounts, administer Your use of the Service, and otherwise represent You for the purpose of this Agreement. You represent that Your Representative is authorized to bind You and provide instructions to Us. If You are an individual subscriber, You are also Your Representative.

1.22. “We”, “Us”, or “Our” means the GeoWorkz company described in Section 18 of the Agreement.

SCHEDULE B – SERVICE LEVELS

1. **Service Level Target.** We will use commercially reasonable efforts to achieve Availability of 99.5% in each calendar month (subject to the exceptions identified in Section 4 of this Schedule B).

2. **Service Credits.** In the event We do not achieve the Service Level Target, then the Service Credits below will be awarded to You upon Your written request. Service Credits are provided on a per contract and not to individual accounts or tenancies within an Agreement. In no event shall Service Credits exceed 5% of fees (apportioned on a monthly basis) in any given calendar month, in the aggregate.

Availability	Service Credit for One Month
99.5% - 100.0%	None
99.0% - 99.49%	2% of monthly fees
98.5% - 98.99%	3% of monthly user fees
Less than 98.5%	5% of monthly user fees

3. **“Availability”** means the service is operational and is available to communicate with the Internet in Our server location (which may be at a co-location facility).

4. This Credit does not apply to the extent that the failure to achieve Availability is due to (a) circumstances that are subject to the Force Majeure clause of this Agreement; (b) scheduled maintenance and system upgrades; (c) Your misuse of the Service; (d) factors outside of our reasonable control, including Internet access or related problems; or (e) that result from any actions or inactions of You or any third party.

5. Requests for Service Credit awards must be submitted to Us in writing, with sufficient detail documenting the circumstances giving rise to the Service Credit award, within 10 business days following the end of the calendar month for which Service Credits are requested. Requests that are not submitted within 10 business days following the end of the calendar month will not be honored; in such case, any accrued Service Credits shall be forfeited. Service Credits may be applied to monthly measurements either in the month they are provided to You or in the following month.

6. Requests for Service Credit awards should be submitted via mail to:

GeoWorkz, Inc.
1050 Winter Street, Suite 2300
Waltham MA 02451
U.S.A.
Attention: Service Credit Department