

LANGUAGE SERVICE COMPANY – CLOUD SERVICES AGREEMENT

IMPORTANT – READ CAREFULLY

THIS CLOUD SERVICES AGREEMENT (THIS “AGREEMENT”) IS A LEGAL AND BINDING CONTRACT BETWEEN YOU (“CHANNEL PARTNER” or “YOU” or “LSC”) AND TOTAL LANGUAGE, INC (“TOTAL LANGUAGE”). THE AGREEMENT GOVERNS CHANNEL PARTNER’S ACCESS TO AND USE OF THE TOTAL LANGUAGE SOFTWARE FOR INTERNAL BUSINESS PURPOSES AND THE DELIVERY OF SERVICES TO YOUR CUSTOMERS (EACH, A “CLIENT”) (AS FURTHER DEFINED BELOW, THE “SOFTWARE”).

PLEASE READ THIS AGREEMENT CAREFULLY. BY INSTALLING AND USING OR ACCESSING THE SOFTWARE, AND BY CLICKING “I ACCEPT” BELOW, CHANNEL PARTNER INDICATES ITS ACCEPTANCE OF THE TERMS, CONDITIONS AND LIMITATIONS OF THIS AGREEMENT. IF CHANNEL PARTNER DOES NOT AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND LIMITATIONS OF THIS AGREEMENT, TOTAL LANGUAGE WILL IMMEDIATELY DISABLE CHANNEL PARTNER’S ACCESS TO THE SOFTWARE AND DEACTIVE CHANNEL PARTNER’S ACCOUNT.

THIS AGREEMENT APPLIES TO THE SOFTWARE THAT CHANNEL PARTNER HAS LICENSED. THE SOFTWARE IS LICENSED, NOT SOLD. CHANNEL PARTNER MAY USE ONLY THE SOFTWARE THAT CHANNEL PARTNER HAS LICENSED AND HAS PAID FOR, AND CHANNEL PARTNER MUST USE IT STRICTLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. CHANNEL PARTNER IS RESPONSIBLE FOR ENSURING THAT ALL EMPLOYEES, CONTRACTORS, CLIENTS AND OTHER USERS (“AUTHORIZED USERS”) WITHIN ITS ORGANIZATION OR ENTITY ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

TOTAL LANGUAGE RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY THE TERMS AND CONDITIONS OF THIS AGREEMENT, AT ANY TIME, AND SUCH MODIFIED TERMS AND CONDITIONS SHALL HAVE IMMEDIATE EFFECT ONCE THEY ARE MADE AVAILABLE THROUGH SOFTWARE UPDATES OR OTHERWISE THROUGH CHANNEL PARTNER’S USE OF THE SOFTWARE AT ANY TIME AFTER SUCH MODIFICATIONS ARE MADE.

1. DEFINITIONS.

1.1 “Services” shall mean the interpretation services that Channel Partner is providing to its Clients using the Software (including the Client Software).

1.2 “Client” shall mean Channel Partner’s end user clients, i.e., the entity or individual for which The LSC is providing the Services.

1.3 “Client Software” shall mean the client interface components of the Software, the mobile applications and all Software installed on Client computers.

1.4 “Order Form” shall mean the document or other method (including, but not limited to, online or email order form) by which Channel Partner licenses use of the Software from Total Language.

1.5 “Software” shall mean all the software provided by Total Language collectively (including without limitation the Client Software), and each separate component of the foregoing, and any updates, upgrades or enhancements to the Software or any Software component provided to You by Total Language, including, without limitation, any support software provided to You by Total Language via the Internet, email or by any other means.

1.6 “VRI” shall mean video remote interpreting.

1.7 “OPI” shall mean over-the-phone interpreting.

1.8 “LSC” shall mean a language service provider (including you) and a customer of Total Language. Language service providers are companies that use the Total Language platform to manage their interpretation services business. LSC’s can also use the Total Language platform to deliver onsite, OPI and VRI interpreting services to their clients.

1.9 “TLPIN Interpreters” shall mean interpreters that are part of the Total Language Professional Interpreter Network (TLPIN) (described below) that are (a) not paid directly by the LSC, and (b) part of a labor pool that is contracted by a separate company other than the LSC. TLPIN Interpreters are qualified professionals held to an obligation of confidentiality. If any LSC selects the “Enable the Crowd” feature in the Total Language platform, the LSC will have the ability to use a TLPIN Interpreter by using the “TLPIN Crowd” feature when their LSC interpreters are not available to take VRI or OPI calls. It is not the LSC’s responsibility to pay TLPIN Interpreters for their services.

1.10 “LSC Interpreters” shall mean interpreters that are directly contracting with the LSC. These interpreters are paid for their services directly by the LSC. LSC Interpreters field calls directly from LSC customers and Total Language is not responsible for paying such interpreters for their services in these cases. The LSC is responsible for paying the interpreter for all “LSC Interpreter” calls.

2. LICENSE GRANT.

(A) **CLIENT SOFTWARE LICENSE.** Channel Partner is purchasing the number of Client Software licenses specified in the applicable Order Form. The Order Form specifies the number of organizations or entities for which Channel Partner may use the Client Software to provide Services. Channel Partner may install the Client Software on computers within the organizations or entities specified in the applicable Order Form. The Order Form also specifies how many users and computers are permitted within each Client organization or entity. Channel Partner may only install the Client Software on the number of user computers within the each Client organization or entity as specified in the applicable Order Form.

(B) **LICENSE RESTRICTIONS.** Notwithstanding anything to the contrary herein, the license grants of Section 2 are subject to the following restrictions:

(i) **Representations.** Channel Partner shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access or otherwise use the Software, including, without limitation, modems, hardware, software, and long distance or local telephone service. Channel Partner shall be responsible for ensuring that such equipment or ancillary services are compatible with the Software.

(ii) **Derivative Works.** Channel Partner may not modify or make derivative works of the Software, the documentation thereof, or any other component that may be included in the Software or provided with the Software, nor rent, lease or otherwise distribute the Software or the documentation thereof, except as expressly permitted in Section 2 of this Agreement.

(iii) Transfer of Rights. Except as expressly set forth in Section 2, Channel Partner shall not assign, sublicense, rent or otherwise transfer Channel Partner's access and use rights under this Agreement to the Software without the prior written approval of Total Language.

(iv) Reverse Engineering and Software Development. Channel Partner may not reverse engineer, decompile, or disassemble the Software, directly or indirectly, in whole or in part. The Software shall only be used in accordance with the accompanying documentation and shall not be used for software development or any other purposes.

(v) Ownership. All worldwide ownership of and all rights, title and interest in and to the Software, and all copies and portions thereof, including without limitation, all copyrights, patent rights, trademark rights, trade secret rights, inventions and other proprietary rights therein and thereto, are and shall remain exclusively in Total Language. The only rights Channel Partner acquires under this Agreement are the Software license rights set forth in this Agreement.

(vi) Other Restrictions. Channel Partner may not use the Software to:

(a) defame, abuse, harass, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

(b) conduct or forward illegal contests, pyramid schemes, chain letters, unsolicited or unauthorized advertising, promotional materials, unsolicited e-mail or multi-level marketing campaigns;

(c) publish, post, distribute, disseminate or link to any: (i) defamatory, infringing, or unlawful topic, name, material or information; (ii) software or other material protected by intellectual property laws, copyright, rights of privacy or publicity, or other proprietary rights, unless You own or control such rights or have received all necessary consents for Your use of such software and other materials;

(d) harvest, collect or aggregate user names or email addresses for any purpose;

(e) restrict or inhibit any other user from using and enjoying its rights with respect to Total Language or its website, interfering with or disrupting the Total Language website, the Total Language service servers or network connected to Total Language; or

(f) violate any applicable government laws, rules or regulations.

3. The Total Language Professional Interpreter Network (TLPIN). The TLPIN services constitute a technology platform ("Total Language Platform") that enables clients to use Total Language's mobile applications, landline phones or Total Language's website portal provided as part of the Services (each, an "Application") to get on-demand interpretation services with third party providers of such services, including independent third party interpretation service providers under agreement with Total Language or certain of Total Language's affiliates ("Backstop Providers"). Channel Partner acknowledges that Total Language does not provide interpretation services as an interpretation service provider. Third party Backstop Providers reserve the right to decline interpretation services to a Total Language customer contacted through the Total Language Platform. The Channel Partner acknowledges that Total Language does not contract with, employ, hire, vet, qualify, manage or provide interpreters and is not responsible or liable for the conduct of interpreters that are answering calls or providing interpretation services via the Total Language Platform. Total Language works with Backstop Providers in the TLPIN to ensure that they meet Total Language's minimum quality standards. TLPIN Crowd Languages are generally supported for on-demand services, but Total Language makes no guarantee, representation or warranty that any on-demand OPI or VRI call placed via the TLPIN for a supported language will be answered. Total Language reserves the right to

change and update the list of supported languages for both OPI and VRI services at any time. In addition, Total Language customers are able to route calls to their own interpreter pool (known as “Internal Calls”) and are not required to use a Backstop Provider.

4. FEES. Channel Partner must pay the fees specified in the applicable Total Language Order Form. Such fees may include ongoing monthly or other periodic fees. Failure to pay such fees on time will result in shut down of Channel Partner’s and its Clients’ accounts and use of the Software as specified in the Termination section of this Agreement.

Usage Fee Invoices and Payments: Payment for all usage fees are due by bank wire transfer, ACH bank transfer or credit card within 15 (fifteen) calendar days of Total Language’s usage invoice. Checks are not accepted as a form of payment. All usage fees are invoiced monthly based on the LSC usage activity for each calendar month. If the monthly usage invoice amount is greater than \$5,000 (five thousand dollars), the LSC will be required to enroll in Total Language ACH autopay. With ACH autopay, Total Language will automatically withdraw funds from the LSC’s pre-approved bank account 2 business days after the invoice date. Interest at the lesser of 1.5% per month or the maximum amount permitted by law will be assessed upon all balances that are not paid by the payment due date.

LSC Payment Guarantee: LSC agrees to the payment terms in its Order Form without regard to the payments and terms negotiated between LSC and LSC’s Client(s).

Base subscription fee: LSC base subscription fees are paid separately from LSC usage fees. Base subscription fees are paid automatically by credit card on the date outlined in the LSC’s Order Form.

Service Shut Down: Total Language reserves the right to temporarily or permanently shut down LSC’s access to the Software if LSC has unpaid invoices that are past due.

5. USE OF THE SOFTWARE AND TOTAL LANGUAGE WEBSITE AND SERVICES. Total Language has no special relationship with or fiduciary duty to Channel Partner. Channel Partner acknowledges that Total Language has no control over, and no duty to take any action regarding: what Channel Partner accesses via Total Language or its website; what effects the content Channel Partner accesses may have on Channel Partner; how Channel Partner may interpret or use the content; or what actions Channel Partner may take as a result of having been exposed to the content. Channel Partner is solely responsible for Channel Partner’s activities in using the Total Language website, Software and other services, including the activities of your employees, contractors, Clients and all parties that Channel Partner allows to have access to the Total Language website and/or Software. Channel Partner is solely responsible for the contents, modification, management and/or deletion of any and all files and data used by Channel Partner in conjunction with the Software. Further, Channel Partner is responsible to ensure that such files and data are not used in conjunction with the Software in violation of any law, rule or regulation, or copyright, trademark or other proprietary right or any

other right of any third party. Total Language may access Channel Partner's account, including its data, to respond to service and/or technical problems or as stated in this Agreement. Channel Partner, not Total Language, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all data stored in Channel Partner's account. Furthermore, Total Language shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any data.

6. THIRD PARTY SOFTWARE. The Software may utilize or include third party software that is subject to open source and third party license terms ("Third Party Software"). Channel Partner acknowledges and agrees that its right to use such Third Party Software as part of the Software is subject to and governed by the terms and conditions of the open source or third party license(s) applicable to such Third Party Software, including without limitation any applicable acknowledgements, license terms and disclaimers contained therein. In the event of a conflict between the terms of this Agreement and the terms of such open source or third party licenses, the terms of the open source or third party licenses shall control only with regard to Channel Partner's use of such Third Party Software. In no event shall the Software or components thereof be deemed to be "open source" or "publicly available" software.

7. FEEDBACK MECHANISM; SHUTDOWN MECHANISM. The Software is equipped with a feedback mechanism that allows Total Language to review Channel Partner's and its Clients' use of the Software and communicates activity involving use of the Software back to Total Language. Total Language reserves the right to use such data to evaluate the Software usage and for any purposes which Total Language deems useful or appropriate. Channel Partner agrees that Total Language may collect and use technical data and related information, including but not limited to technical information about Your system, application software and peripherals, that is gathered periodically to facilitate the provision of Software updates, product support and other services (if any) related to the Software. The Software is also equipped with a shut-down mechanism by which Total Language may shut down Channel Partner's and its Clients' use of the Software. Total Language reserves the right to use this shut-down mechanism at any time if Channel Partner or any of its Clients breach this Agreement, Channel Partner or its Clients use the Software in ways not permitted by this Agreement, and/or if Channel Partner fails to pay the applicable periodic Software fees as specified in the applicable Order Form.

8. ACCESS RESTRICTION. Total Language reserves the right to deny to Channel Partner, any Client or any user, in its sole discretion, access to the Software or any portion thereof without notice. Channel Partner is responsible for safeguarding the confidentiality of password(s) and user name(s) created by Channel Partner and/or any of its Clients for use with the Software, and for any use or misuse of the Channel Partner's Total Language account resulting from any third party using a password or user name created by Channel Partner or any of its Clients. Channel Partner shall be solely responsible for securing access to its and its Clients' data. Total Language shall in no event be liable for any unauthorized access to any data stored using the Software or Total Language website.

9. WARRANTY DISCLAIMER. THE SOFTWARE, THE TOTAL LANGUAGE WEBSITE AND ALL OF THE CONTENTS THEREOF ARE PROVIDED "AS IS" WITHOUT WARRANTY OF

ANY KIND, WHETHER EXPRESSED, IMPLIED OR STATUTORY, AND TOTAL LANGUAGE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS, WITH RESPECT TO THE SOFTWARE, THE TOTAL LANGUAGE WEBSITE AND ALL CONTENTS THEREOF, THE ACCOMPANYING DOCUMENTATION, AND ANY ACCOMPANYING SUPPORTING MATERIALS OR OTHER MATERIALS RECEIVED FROM OR ON BEHALF OF TOTAL LANGUAGE AND/OR ANY AFFILIATE, AGENT, RESELLER, DEALER, DISTRIBUTOR, EMPLOYEE, CONTRACTOR OR REPRESENTATIVE OF TOTAL LANGUAGE. CHANNEL PARTNER EXPRESSLY ACKNOWLEDGES THAT THE WEBSITE AND/OR THE SOFTWARE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. NO AFFILIATE, CONTRACTOR, EMPLOYEE, AGENT, RESELLER, DEALER OR DISTRIBUTOR OR REPRESENTATIVE OF TOTAL LANGUAGE IS AUTHORIZED TO MODIFY THIS LIMITED WARRANTY OR TO MAKE ANY ADDITIONAL WARRANTIES. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

10. **LIABILITY DISCLAIMER.** TOTAL LANGUAGE SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL DAMAGES. CHANNEL PARTNER IS SOLELY RESPONSIBLE FOR CHANNEL PARTNER'S AND ITS CLIENTS' USE OF THE SOFTWARE AND/OR TOTAL LANGUAGE WEBSITE, INPUTS INTO THE SOFTWARE AND/OR TOTAL LANGUAGE WEBSITE, VERIFYING THE RESULTS OF THE USE OF THE SOFTWARE AND/OR TOTAL LANGUAGE WEBSITE AND HOW THE OUTPUT FROM THE SOFTWARE AND/OR TOTAL LANGUAGE WEBSITE IS USED BY CHANNEL PARTNER AND ITS CLIENTS. IN NO EVENT SHALL TOTAL LANGUAGE BE RESPONSIBLE OR LIABLE TO CHANNEL PARTNER, ITS CLIENTS OR ANY THIRD PARTY FOR ANY LIABILITY ARISING OUT OF INSTALLATION OR USE OF THE SOFTWARE OR TOTAL LANGUAGE WEBSITE, WHETHER BY CHANNEL PARTNER, CLIENTS, USERS WITHIN CHANNEL PARTNER'S OR CLIENTS' ORGANIZATIONS, OR OTHER AUTHORIZED USERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TOTAL LANGUAGE BE LIABLE OR OBLIGATED TO CHANNEL PARTNER OR ITS CLIENTS IN ANY MANNER FOR ANY SPECIAL, NON-COMPENSATORY, CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST DATA OR PROGRAMS, PRIVACY OF DATA OR PROGRAMS, UNAUTHORIZED ACCESS TO DATA OR PROGRAMS, BUSINESS INTERRUPTIONS, LOST PROFITS AND LOST REVENUE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF TOTAL LANGUAGE IS AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, TOTAL LANGUAGE SHALL NOT BE LIABLE TO CHANNEL PARTNER OR ITS CLIENTS IN AN AGGREGATE AMOUNT GREATER THAN \$15,000 OR THE AMOUNT THAT CHANNEL PARTNER HAS PAID TOTAL LANGUAGE TO DATE, WHICHEVER AMOUNT IS LESS. THE LIMITATIONS SET FORTH ABOVE SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES SET FORTH IN THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE FULLY CONSIDERED THE

FOREGOING ALLOCATION OF RISK AND FIND IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

11. **INDEMNIFICATION.** Channel Partner agrees to defend, indemnify and hold harmless Total Language, and its employees, officers, contractors, investors, directors, agents, representatives, licensors, licensees and affiliates from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from (a) installation or use of the Software or Total Language website by Channel Partner and/or any Client and/or any users authorized by either of the foregoing ("Authorized Users and Organizations"), including without limitation claims relating to loss or confidentiality of data or programs (b) any violation by Authorized Users and Organizations of any warranty, representation or covenant under this Agreement, (c) Authorized Users and Organizations' violation of any third party rights, including, without limitation, infringement of any copyright, trademark or patent right, violation of any other proprietary right and invasion of any privacy or publicity rights, and/or the use or misuse of Channel Partner's Total Language account by Channel Partner or any third party using Channel Partner's password(s) and/or user name(s). These obligations will survive any termination of this Agreement or Channel Partner's relationship with Total Language.

12. **US GOVERNMENT RESTRICTED RIGHTS.** If Channel Partner is the United States Government or is acquiring the right to access and use the Software on behalf of the United States Government, then the United States Government agrees that: (a) if the right to access and use the Software is acquired by or supplied to the Department of Defense ("DOD"), the Software shall be classified as "Commercial Computer Software" and the government is acquiring only "restricted rights" in the Software and its documentation, as defined in Clause 252.227-7013(c)(1) of the DFARS; (b) for any part of the United States Government other than DOD, the government's rights in the Software or Total Language website and its documentation will be as defined in Clause 52.227-19(c)(2) of the FAR or, for NASA, in Clause 18-52.227-86(d) of the NASA Supplement to the FAR.

13. **TERMINATION.** The license granted herein is effective until this Agreement is terminated. This Agreement shall terminate immediately, without notice, in the event Channel Partner (i) fails to comply with any of the terms and conditions set forth in this Agreement, (ii) ceases doing business, (iii) does not make any payments due within 45 days of the applicable due date, or (iv) ceases using the Software and notifies Total Language thereof. Total Language reserves the right to refuse service or deny Software access to anyone at its sole discretion and to terminate this Agreement upon 30 days' written notice. Total Language will not and is not obligated to refund any part of the payment made by Channel Partner. Upon termination of this Agreement, Channel Partner must immediately (i) destroy all copies of the Software and the Total Language website documentation in Channel Partner's possession, or (ii) return the Software and documentation according to the instructions of Total Language.

14. **TRADEMARKS.** All trademarks, services marks, designs and logos used by Total Language in connection with the Software, Total Language's services and/or Total Language website are the trademarks or registered trademarks of Total Language. All other trademarks and/or service marks are the property of their respective owners.

15. **COPYRIGHT MATTERS.** Total Language respects the intellectual property of others, and we ask Channel Partner to do the same. We reserve the right to disable the accounts of Channel Partner, Clients and users who we believe to be infringing or otherwise violating the intellectual property, proprietary or other rights of third parties and to remove any such infringing materials. If You believe that Your copyrighted work has been copied and is accessible on the Total Language website in a way that constitutes copyright infringement, please notify Total Language's copyright agent by email at admin@TotalLanguage.com, by regular mail at 8 The Green, Ste R Dover, DE 19901 and provide the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work; (c) identification of the URL or other specific location on the Total Language website where the material that You claim is infringing is located; (d) Your address, telephone number, and email address; (e) a statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf. You hereby agree that You shall not assert any claim against Total Language or its officers or directors or employees with respect to such content unless and until: (1) You have fully completed the process set forth above; and (2) Total Language has failed to remove the offending content within thirty (30) days after such notification without a reasonable explanation for its failure to do so. It is Total Language's policy to (1) block access to or remove content that it believes in good faith to be copyrighted material that has been illegally copied, displayed or distributed by any of Total Language's advertisers, affiliates, content providers, members or users; and (2) remove and discontinue services to repeat offenders.

16. **GENERAL.** This Agreement constitutes the full, complete understanding of the parties as to the subject matter hereof, and may not be altered or modified, except by written amendment or collateral agreement which expressly refers to this Agreement and which is duly executed by Total Language and Your duly authorized representative. All prior representations, understandings and agreements between the parties regarding the subject matter hereof, whether written or oral, expressed or implied, are superseded and shall be of no effect. In the event of conflicting provisions between this Agreement and a duly executed collateral agreement or an Order Form, the duly executed collateral agreement or Order Form shall control. This Agreement shall be construed and governed in accordance with the laws of the state of Delaware, without regard to conflict of law provisions. Any action related to this Agreement or the Software shall be brought exclusively in the state or federal courts located in the County of Kent, State of Delaware United States of America.

Each party hereby agrees to submit to the jurisdiction of such courts. Channel Partner acknowledges that a breach of this Agreement will cause irreparable and continuing damage to Total Language for which money damages are insufficient, and Total Language shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate). In the event of litigation between Channel Partner and Total Language concerning the Software or any other item which is subject to this Agreement, the prevailing party in the litigation will be entitled to recover its attorneys' fees and expenses from the other party. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. If any part of this Agreement is found void or unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. Channel Partner agrees that the Software will not be

shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export law, restrictions or regulations. No waiver by Total Language of any breach or default by Channel Partner of any of the covenants or agreements herein set forth shall be deemed a waiver as to any subsequent and/or similar breach or default.

The Software and related documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. All rights reserved under the copyright laws of the United States.

BY ACCESSING AND USING THE TOTAL LANGUAGE WEBSITE AND BY INSTALLING, ACCESSING AND USING THE TOTAL LANGUAGE PLATFORM AND SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE UNCONDITIONALLY THAT CHANNEL PARTNER AND CLIENTS SHALL BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO EXECUTE THIS BINDING AGREEMENT ON BEHALF OF CHANNEL PARTNER.

PRIVACY POLICY

1.INTRODUCTION

Total Language, LLC, the Total Language platform or “we” or “us” and the associated Total Language websites were formed to create the world’s first truly unified interpretation management system and interpretation communication and delivery platform. The privacy of all of our partners, end-users and stakeholders – your privacy – is something we take extremely seriously. This policy details how we treat the personal information that we collect, what settings we provide for you to control how your information is used on Total Language, and how you can contact us with any questions or concerns. This policy is not a contract between Total Language and its users but is merely a recitation of Total Language policies.

This policy describes the types of information we may collect from you or that you may provide when you visit the websites Total Language.com or any of their affiliated websites (our “Website”) and our practices for collecting, using, maintaining, protecting, and disclosing that information. It also applies to information we collect: (a) in email, text, and other electronic messages between you and this Website; (b) through mobile and desktop applications you download from this Website, which provide dedicated non-browser-based interaction between you and this Website; (c) when you interact with our advertising and applications on third-party websites and services, if those

applications or advertising include links to this policy; and (d) through any other sources associated with the Website.

The policy does not apply to information collected by: (a) us offline; or (b) any third party, including through any application or content (including advertising) that may link to or be accessible from or on the Website.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. By accessing or using the Website, you expressly agree to this policy. This policy may change from time to time. Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

2.GENERAL OVERVIEW

PERSONAL DATA COLLECTED FOR THE FOLLOWING PURPOSES AND USING THE FOLLOWING SERVICES:

Advertising

Facebook Ads, LinkedIn Ads, Google Adwords, AdSense, and Bing Ads

Personal Data: Cookies and Usage Data

Analytics

Clicky Analytics, Google Analytics, Google Tag Manager, Facebook Ads conversion tracking, Hotjar Form Analysis & Conversion Funnels, Google Analytics with anonymized IP, Display Advertising extension for Google Analytics, HubSpot Analytics and WordPress Stats

Personal Data: Cookies and Usage Data

Contacting the User

Contact form

Personal Data: company name, country, email address, first name, last name, number of employees, phone number, state, various types of Data, website and ZIP/Postal code

Phone contact

Personal Data: phone number

Handling payments

Stripe

Personal Data: various types of Data as specified in the privacy policy of the service

Heat mapping and session recording

Hotjar Heat Maps & Recordings

Personal Data: Cookies, Usage Data and various types of Data as specified in the privacy policy of the service

Hosting and backend infrastructure

Amazon Web Services (AWS)

Personal Data: various types of Data as specified in the privacy policy of the service

Infrastructure monitoring

New Relic

Personal Data: various types of Data as specified in the privacy policy of the service

Interaction with external social networks and platforms

Twitter Tweet button and social widgets, LinkedIn button and social widgets, Google+ +1 button and social widgets and Facebook Like button and social widgets

Personal Data: Cookies and Usage Data

Remarketing and behavioral targeting

Google RLSA, Facebook Remarketing, LinkedIn Remarketing

Personal Data: Cookies and Usage Data

Facebook Custom Audience

Personal Data: Cookies and email address

3.CHILDREN UNDER THE AGE OF 18

Total Language's Terms of Use require all account owners to be at least 18 years of age (or have the permission and supervision of a responsible parent or legal guardian). Accordingly, this policy does not discuss use of our Website or services by minors.

4.INFORMATION WE COLLECT ABOUT YOU

We collect several types of information from and about users of our Website, including information: (a) by which you may be personally identified, such as name, postal address, e-mail address, telephone number, or any other information the Website collects that is defined as personal or personally identifiable information under an applicable law or any other identifier by which you may be contacted online or offline. Depending on which services you choose to use, Total Language may require additional information, such as a company name, billing information (including billing address, phone number, and credit card information), a mobile telephone number, a physical mailing address, and/or payment information. In addition, Total Language may require information such as your tax ID, bank account information and/or credit card information in order to verify your identity and provide this service to you (collectively "personal information"); (b) that is about you but individually does not identify you, such as username or alias; and/or (c) about your internet connection, the equipment you use to access our Website and usage details.

We collect this information: (a) directly from you when you provide it to us; or (b) automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies.

5. INFORMATION YOU PROVIDE TO US

We may also collect information from you through our Website which may include: (a) information that you provide by filling in forms; (b) information provided at the time of registering to use our Website; (c) information when you enter a promotion sponsored by us; (d) information when you report a problem with our Website; (e) records and copies of your correspondence (including email addresses), if you contact us; (f) your responses to surveys that we might ask you to complete for research purposes; (g) details of transactions you carry out through our Website and of the fulfillment of your orders; (h) financial information before placing an order through our Website; (i) your search queries on the Website; and (j) visit or participation in our online community.

You also may provide information to be published or displayed (hereinafter, "posted") on public areas of the community or transmitted to other users of the community or third parties (collectively, "User Contributions"). Your User Contributions are posted on and transmitted to others at your own risk. Although we limit access to certain pages and you may set certain privacy settings for such information by logging into your account profile, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Website with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

6. INFORMATION WE COLLECT THROUGH AUTOMATIC DATA COLLECTION TECHNOLOGIES

As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including: (a) details of your visits to our Website, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website; and (b) information about your computer and internet connection, including your IP address, operating system, and browser type.

The information we collect automatically is statistical data and does not include personal information, but we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to: (a) estimate our audience size and usage patterns; (b) store information about your preferences, allowing us to customize our Website according to your individual interests; (c) speed up your searches; or (d) recognize you when you return to our Website.

The technologies we use for this automatic data collection may include: (a) Cookies (or browser cookies). A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website; (b) Flash Cookies. Certain features of our Website may use local stored

objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Website. Flash cookies are not managed by the same browser settings as are used for browser cookies; (c) Web Beacons. Pages of our the Website may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit Total Language, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity); (d) Google Analytics, a web analytics service provided by Google Inc. ("Google"). Google uses Cookies to help analyze the use of the Website. The information generated by the Cookie about your use of the Site is sent to a Google server in the United States and stored there. Please note, that your IP address will be truncated by our systems before sending the data to a Google server. Thereby you will remain anonymous as an individual user. Google will use this information to evaluate your use of the Site, compile reports on Site activity and provide other Site activity and internet related services. In addition, Google may also transfer this information to third parties if required by law or if third parties process the information on Google's behalf. By using this Site, you consent to the processing of data about you by Google in the manner described and for the aforementioned purpose. More information about Google Analytics can be found here. See more about automatic data collection, cookies and opt-ing out in our [Cookies Policy](#).

We do not collect personal information automatically, but we may tie this information to personal information about you that we collect from other sources or you provide to us.

7.HOW WE USE YOUR INFORMATION

We use information that we collect about you or that you provide to us, including any personal information: (a) to present our Website and its contents to you; (b) to provide you with information, products, or services that you request from us; (c) to fulfill any other purpose for which you provide it; (d) to provide you with notices about your license; (e) to carry out our obligations and enforce any rights arising from any contracts entered into on the Website, including for billing and collection; (f) to notify you about changes to our Website or any products or services we offer or provide though it; (g) to allow you to participate in interactive features on our Website; (h) in any other way we may describe when you provide the information; (i) for any other purpose with your consent; (j) we may also use your information to contact you about our own and third-parties' goods and services that may be of interest to you; and (k) we may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

8.DISCLOSURE OF YOUR INFORMATION

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or you provide as described in this privacy policy: (a) to our subsidiaries and affiliates; (b) to contractors, service providers, and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them; (c) to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Total Language's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information

held by Total Language about our Website users is among the assets transferred; (d) to fulfill the purpose for which you provide it; (e) for any other purpose disclosed by us when you provide the information; and (f) with your consent.

We may also disclose your personal information: (a) to comply with any court order, law, or legal process, including to respond to any government or regulatory request; (b) to enforce or apply our [Terms of Use](#) and other agreements; or (c) if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Total Language, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

9. CHOICES ABOUT HOW WE USE AND DISCLOSE YOUR INFORMATION

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

Tracking Technologies and Advertising. You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.

Messages from Total Language:

- On occasion, Total Language will send you messages. The default required form of communication is email. However, we may choose to offer additional ways to reach you, such as through text messaging (SMS) or physical mail. By using Total Language’s site, you hereby agree that you have provided prior express written consent to receive messages, whether email or SMS, and acknowledge that you have an established business relationship (EBR) with Total Language. You may opt out of these messages by contacting Customer Service.
- Some messages from Total Language are service-related and required for customers. Examples of service-related messages include, but are not limited to: a welcome/confirmation email when you register your account, notification of an order, or correspondence with Total Language’s support team. These messages are not promotional in nature. You may opt out of these messages by contacting [Customer Service](#).
- As a customer, Total Language may also send you messages related to certain features on the site or your activity. Total Language may also send you news or updates about changes to our site or services. By default, members will receive these messages via email, but you may choose to opt-out of getting certain emails under your account settings. You may opt out of these messages by contacting [Customer Service](#).
- Total Language offers optional email newsletters. You must opt-in or subscribe to begin receiving newsletters, and subscription is available to both members and non-members. Members may subscribe or unsubscribe from optional newsletters under your account settings or by following the instructions contained in the newsletter emails. Non-members may subscribe by providing an email address, which will only be used by Total Language for these newsletters. Non-members may unsubscribe from newsletters by following the instructions contained in the newsletter emails.

10. ACCESSING AND CORRECTING YOUR INFORMATION

You can review and change your personal information by logging into the Website and visiting your account profile page.

You may also send us an email at compliance@TotalLanguage.com to request access to, correct or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

11. THIRD-PARTY USE OF COOKIES AND OTHER TRACKING TECHNOLOGIES

Some content or applications, including advertisements, on the Website are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

12. DATA SECURITY

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you provide to us is stored on our secure servers behind firewalls. Any payment transactions and other sensitive information will be encrypted using secure socket layer (SSL) technology. Total Language follows generally accepted industry standards to protect the personal information submitted to us, both during transmission and once Total Language receives it.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Website like message boards. The information you share in public areas may be viewed by any user of the Website.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

13. DATA RETENTION

Total Language will retain your information for as long as your account is active or as needed to provide you services. If you no longer want Total Language to use your information to provide you services, you may close your account. After closing your account, Total Language will solely retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

14. CHANGES TO OUR PRIVACY POLICY

It is our policy to post any changes we make to our privacy policy on this page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

15. DATA BREACH

If you suspect a data breach, please contact us at compliance@TotalLanguage.com or by contacting us by phone.

16. CONTACT INFORMATION

If you have questions or suggestions you can contact us, by sending an email to compliance@TotalLanguage.com, or at Total Language, LLC, 8 The Green, Ste R Dover, DE 19901.

