

Conditions of trade

Kolding, 21.05.2008

1. In General

- 1.1 This Agreement describes the rights and obligations of the Customer and Web Word System ApS (hereinafter WWS) in connection with the services offered by WWS through this website.
- 1.2 WebWordSystem is a translation tool owned by Web Word System Holding ApS, transferred to WWS on the basis of a license.
- 1.3 When registering to WebWordSystem, the Customer agrees to the conditions of this Agreement, and the Customer confirms the Agreement every time he uses WebWordSystem.

2. Conditions that apply to the use of WebWordSystem

- 2.1 The Customer shall register to WebWordSystem, using correct name, address and other personal information.
- 2.2 Companies which buy a group license shall appoint a group administrator, who will be responsible for creating all users and allocating their respective passwords and user IDs. Likewise, only the group administrator can release terms and segments to Public Area.
- 2.3 A group license is the property of a single legal entity. Users from other legal entities may not be included in a user group. However, external translators may be included for a limited period of time.

3. Registration policy

- 3.1 WWS stores the Customer's basic information in connection with the Customer's registration with WWS. Basic information is name, address, e-mail and account number. This information shall remain on file for as long as the Customer has a business relationship with WWS.

- 3.2 Pursuant to the Danish Bookkeeping Act, WWS shall keep documentation of all purchases of goods and services for five years. The Customer shall at all times be given access to the registered information. However, WWS reserves the right to charge an administrative fee in connection with such access.
- 3.3 All information, which the Customer gives to WWS, shall be treated as confidential and shall not be passed on to a third party.

4. Breach of Agreement by the Customer

- 4.1 WWS reserves the right to suspend or terminate the Agreement, should the Customer be deemed to be in breach of the conditions of this Agreement, including having registered false information or in other ways made an unauthorised use of WebWordSystem. Persons or companies, whose accounts have been suspended due to material breach cannot register to WebWordSystem without prior consent of WWS.
- 4.2 In the event that the Customer is in material breach of the conditions of this Agreement, WWS will be entitled to discontinue the Customer's access to WebWordSystem without further notice. Among other things, the following will be deemed to constitute a material breach:

The balance of the Customer's purchase account is negative, and usage fees and other fees are not paid by the Customer on demand from WWS, or the Customer goes into liquidation, applies for a suspension of payments order or opens negotiations of a composition with creditors etc.

5. Liability

- 5.1 Any copyright, trademark and other intellectual property pertaining to WebWordSystem belong to Web Word System Holding ApS and are given in license to WWS. The Customer will not acquire any copyright to WebWordSystem and will not be entitled to use WebWordSystem for any other purpose than what is deemed necessary to carry out the activities agreed between the Parties.
- 5.2 WWS shall be liable in damages under the general Danish law of damages, with exception of the below:

1. WWS shall not be liable for any indirect losses, including loss of profits, operating losses and other losses.
 2. WWS shall not be financially liable for wrongful translations.
 3. WWS disclaims any liability relating to copyright of the terms and segments in WebWordSystem. The individual user who creates terms and segments will assume such liability.
 4. WWS' liability under this Agreement, be it caused by negligence or other matters, shall not exceed the amount paid for the assignment in question.
- 5.3 WWS reserves the right to continuously implement new versions of WebWordSystem.

6. Security

- 6.1 WWS shall be responsible for the security regarding customer information, and WWS shall implement a security procedure to protect against abuse or manipulation of information, which WWS administers. WWS is hosted at DIR in Århus. Their precautions are available at www.dir.dk.

It is still important, however, that the Customer takes steps to protect against unauthorised access to WebWordSystem by maintaining password secrecy and logging off when not using WebWordSystem.

7. Earning rights to terms and segments

- 7.1 The first person to upload a term or a segment to the Public Area shall, regardless of the creation date, be entitled to a fee whenever other users use the term or the segment.
- 7.2 Selected users in the educational sector may be granted permission to use the system free of charge, provided the use is part of their teaching activities.
- 7.3 If this Agreement is terminated, all earning rights will be forfeited.

8. Purchase and sale of terms and segments

- 8.1 WebWordSystem automatically creates two accounts when the customer registers as user. A purchase account and a sales account.
- 8.2 The user must make a payment on account in order to use WebWordSystem. After each payment, the user receives an invoice of the paid amount. The system automatically calculates the use of terms and segments according to the current price list, and the use is charged to the purchase account. If the account balance reaches zero, the system will automatically bar the access of the account owner. When a new payment has been made into the account, the system is reopened for access.
- 8.3 The sales account collects all payments made by users for using terms and segments to which the Customer has earning rights. Payments are calculated on the basis of the current price list. The balance is paid monthly to the Customer's bank account in so far as it exceeds DKK 1,000. Balances below DKK 1,000 can be paid at the Customer's request against payment of a fee of DKK 100.
- 8.4 Advance payments to the purchase account can be made by bank transfer. Any fees charged to WWS in connection with payments are charged against the purchase account.
- 8.5 In the event that a third party uses WebWordSystem via the Customer's user ID, the Customer shall be liable for the payment.
- 8.6 Should the Customer no longer wish to be a licensee of WebWordSystem, he may request that the remaining amount on the purchase account and the balance of the sales account be paid to him. WWS shall be entitled to a fee of DKK 100 to carry out the transaction.
- 8.7 Upon termination of the license, the Customer can against payment of any administrative cost demand surrender of the Customer's terms and segments in WebWordSystem.

9. Quality

- 9.1 Terms and segments transferred to Public Area shall comply with the guidelines available in terms of quality.
- 9.2 WWS reserves the right to return terms and segments that do not live up to the quality requirements.
- 9.3 If a user transfers terms and segments that do not live up to the quality requirements time and time again, WWS reserves the right to block further transfer to Public Area.

10. Information of transactions

- 10.1 All information regarding the Customer's transactions is stored in WebWordSystem for settlement purposes. Information regarding the Customer's transactions will be handed out to the Customer on request.
- 10.2 Transaction information only contains the number of words per transaction type.

11. Ownership of terms and segments

- 11.1 All terms and segments in WebWordSystem are owned by the Customer in question. Should the Customer no longer wish to be a user of WebWordSystem and should the Customer not demand surrender of the Customer's terms and segments - see Section 8.7 - ownership of said terms and segments shall pass to Web Word System ApS.

12. Support

- 12.1 Like all users, the Customer has access to Web Word Support.

13. Termination

- 13.1 The Customer may terminate the Agreement with WWS at minimum two weeks' notice before end of a period. Termination shall be in writing to WWS, upon which WWS will send a written confirmation of the termination to the Customer. On receipt of the termination, the Customer will be paid any prepaid amounts.



13.2 WWS may terminate this Agreement or parts hereof at one month's notice.

14. Force majeure

14.1 WWS shall not be liable for damages under article 5 if failure to deliver or disconnection from the system is due to circumstances beyond the influence of WWS, including, but not limited to, server crash, interruption of Internet connection, lightning, flood, fire, war and industrial disputes, including among WWS' own staff.

15. Transfer of this Agreement

15.1 WWS is entitled to transfer this Agreement or parts hereof to an affiliated company or, as part of a total transfer of WWS activities, to a third party.

15.2 The Customer will not be entitled to transfer rights or obligations under this Agreement.

16. Disputes

16.1 Disputes that may arise from this Agreement shall be settled according to Danish Law. The Court of Kolding shall be legal venue.

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Customer

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for Web Word System ApS