

TERMS & CONDITIONS OF SERVICE CONTRACT

1. Definitions

- 1.1. "Content" shall mean data, information, files, software, scripts, images, graphics, audio, video, text, and any other object or information, whether in written or audio form (e.g., voice messages), transmitted to or from the INTERPRETERS-ON-CALL Service by Customer or its customers or its or their end users through use of the Service.
- 1.2. "Launch Date" shall mean the date that Customer first makes an Application available to run live traffic on INTERPRETERS-ON-CALL's production systems. The Launch Date shall be deemed to have occurred ninety (90) days after the Effective Date if Customer has not made an Application available to run live traffic on INTERPRETERS-ON-CALL's production network by that time.
- 1.3. "Subscriber Services" shall mean the services provided by INTERPRETERS-ON-CALL to Customer and its customers as specified in Section 2 of this Agreement.
- 1.4. "Term" shall mean the period from the Effective Date until any expiration or termination of this Agreement in accordance with Section 9.
- 1.5. "Value-Added Services" shall mean those services offered by Interpreters-on-Call to its customers in connection with the Subscriber Services.
- 1.6. "Service Infrastructure" shall mean INTERPRETERS-ON-CALL's servers and infrastructure that are made generally available by INTERPRETERS-ON-CALL to Customer and its customers for the provision of the Subscriber Services.

2. Subscriber Services

- 2.1. The Interpreters-on-Call Service provides a platform for enabling Customer and its customers to operate Interactive Voice Response applications which automatically connect Customer's users with an appropriately qualified Interpreter whose details are recorded on the Service's database.
- 2.2. Interpreters-on-Call Service includes interfaces and associated software that support a variety of Internet, speech, and telephone capabilities.
- 2.3. INTERPRETERS-ON-CALL shall provide the Interpreters-on-Call Services to Customer during the Term, subject to the terms and conditions set forth herein. INTERPRETERS-ON-CALL shall not be liable for any delays or failure to perform resulting from Customer or its customer's failure to timely provide any information, content or other deliverables necessary to provide the Subscriber Services to Customer or its customers.
- 2.4. If Customer requests any professional services from INTERPRETERS-ON-CALL in order to deploy Customer's applications, including but not limited to, application customization and development and enhanced support services, INTERPRETERS-ON-CALL will provide any such additional professional services at its standard rates therefore.
- 2.5. Subject to the terms and conditions of this Agreement, INTERPRETERS-ON-CALL will grant to Customer and its customers access to INTERPRETERS-ON-CALL's network which comprise the Interpreters-on-Call Service in accordance with the service configuration set forth herein, as may be amended from time to time by mutual written agreement.
- 2.6. INTERPRETERS-ON-CALL shall use commercially reasonable efforts to monitor and protect against unauthorized access to Content while on or within the INTERPRETERS-ON-CALL Service. Customer acknowledges, however, that the portion of the INTERPRETERS-ON-CALL Service through which Content will pass and the servers on which Content will be stored will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.

3. Customer Responsibilities

- 3.1. Subject to the terms and conditions of this Agreement, and for the Term of this Agreement, Customer may use the Interpreters-on-Call Services internally or may sell the Services under the label of Interpreters-on-Call or any other label Customer may choose. Customer acknowledges that its rights to use the Interpreters-on-Call Services are non-exclusive. Customer shall make no representations or warranties on behalf of INTERPRETERS-ON-CALL regarding the Interpreters-on-Call Services.

- 3.2. Customer shall be solely responsible for, and INTERPRETERS-ON-CALL is not liable for Customer's failure in, (a) properly configuring, developing, programming, hosting and operating its hardware, software, web sites, Content and all Applications, and their respective telephone and Internet connections, to allow access to and use of the Interpreters-on-Call Services in accordance with the documentation provided by INTERPRETERS-ON-CALL; (b) thoroughly testing the Interpreters-on-Call Services and related web sites prior to use by Customer's customers
- 3.3. INTERPRETERS-ON-CALL shall have no liability or obligation with respect to the creation, editorial content, control, and or other aspects of Content.
- 3.4. Customer agrees that it will use the Interpreters-on-Call Services only for lawful purposes and in accordance with this Agreement. Customer shall comply with all applicable laws and regulations when using the Interpreters-on-Call Services or accessing the INTERPRETERS-ON-CALL Service, including without limitation, compliance with applicable international export and privacy laws, privacy policies of Customer and third parties and other laws regarding the transfer and/or transmission of data. Customer represents that it will not use the system in contravention of Section 131 of the Communications Act 2003 and will at all times abide by the terms of the Ofcom Statement of Policy of the Persistent Misuse of an Electronic Communications Network or Electronic Communications Service (the "Persistent Misuse Statement"), as may be amended from time to time.
- 3.5. Customer acknowledges and agrees that the Interpreters-on-Call Services and the INTERPRETERS-ON-CALL Service are not designed, intended, authorized or warranted to be suitable for hosting life-support applications or other critical applications where the failure or potential failure of the Interpreters-on-Call Services or the INTERPRETERS-ON-CALL Service can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support systems, and delays in getting medical care or other emergency services. Customer acknowledges and agrees that it will not use the INTERPRETERS-ON-CALL Service and/or the Interpreters-on-Call Services to support such applications and that Customer assumes any and all risk arising out of use in contravention of this section 3.5.
- 3.6. Customer represents and warrants to INTERPRETERS-ON-CALL that no Content shall be knowingly transmitted by Customer through the Service Infrastructure containing any program, routine or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any 'time bomb', virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door (collectively, "Harmful Code").

4. Performance Standards

- 4.1. INTERPRETERS-ON-CALL guarantees that the Uptime of the Service Infrastructure will be 99% in a given calendar month, excluding scheduled maintenance.
(Uptime includes the proper functioning of all services provided by and managed by INTERPRETERS-ON-CALL, but does not include the proper functioning of telephone circuits, internet services or VoIP transport services outside of INTERPRETERS-ON-CALL's facilities, nor servers or services provided by or managed by you or your vendors. Network Downtime includes the time from notification to resolution of any failure of services provided by and managed by INTERPRETERS-ON-CALL and its vendors, but does not include minor or intermittent quality of service issues.)

5. Support for the Interpreters-on-Call Services

- 5.1. INTERPRETERS-ON-CALL shall be responsible for providing support to Customer with regard to the Interpreters-on-Call Services. Customer shall be responsible for providing support to its end users with regard to the Interpreters-on-Call Services. Customer shall appoint in writing an employee or agent of such party to act as the "Designated Contact" for all communication between the parties related to the Interpreters-on-Call Services. Either party may change its Designated Contact upon written notice to the other party.

6. Intellectual Property

- 6.1. All right, title, and interest, including all intellectual property rights in the Interpreters-on-Call Services and any associated hardware and software of INTERPRETERS-ON-CALL or its licensors, and any updates, upgrades or modifications thereof, or in any ideas, know-how, and programs developed by INTERPRETERS-ON-CALL or its licensors during the course of performance of this Agreement shall remain the property of INTERPRETERS-ON-CALL or its licensors. All right, title, and interest in any Content communicated via INTERPRETERS-ON-CALL's infrastructure through use of the Interpreters-on-Call Services and any Applications shall remain the sole property of Customer and/or its customers

- 6.2. Customer shall not: (i) disassemble, reverse engineer, decompile, or otherwise attempt to derive source code from the software or documentation, modify, adapt, create derivative works based upon, or translate any software or documentation owned and/or provided by INTERPRETERS-ON-CALL (“INTERPRETERS-ON-CALL Software and Documentation”); or (ii) copy, install or use INTERPRETERS-ON-CALL Software or Documentation on any of its computer systems, servers, or networks without INTERPRETERS-ON-CALL’s prior written consent.

7. Confidential Information

- 7.1. “Confidential Information” means any information disclosed by either party to the other party under this Agreement, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, software, facilities, equipment and operating plans). Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already rightfully in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law, regulation, a revenue authority or regulatory agency to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.
- 7.2. Each party agrees not to use any Confidential Information of the other party except as expressly permitted in this Agreement or as expressly authorized. Each party agrees not to disclose any Confidential Information of the other party, to third parties or to such party's employees, except as provided in Section 7.3 and 7.4 below.
- 7.3. Each party agrees that the terms and conditions of this Agreement will be treated as the other parties Confidential Information and that no reference to the terms and conditions of this Agreement may be made in any form of press release or public statement without first consulting with the other party; provided, however, that each party may disclose the terms and conditions of this Agreement: (i) as may be required by law, if such party notifies the other party of such requirement prior to such disclosure in sufficient time to enable the other party to seek a protective order covering such disclosure; (ii) to legal counsel of the parties in connection with the enforcement of this Agreement or rights under this Agreement, provided such counsel is informed of his/her obligation to keep such disclosure in confidence with the same degree of care as the party's other Confidential Information; (iii) in connection with the requirements of an initial public offering or securities filing provided such party seeks confidential treatment of the terms and conditions of this Agreement as appropriate; (iv) to accountants, banks and financing sources and their advisors; and (v) in connection with a merger or acquisition or proposed merger or acquisition or the like.
- 7.4. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information but in no circumstances less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its officers, employees, consultants and legal advisors who need access to such Confidential Information in order to effect the intent of this Agreement and who have entered into written confidentiality agreements with it consistent with this Section 7.4, prior to any disclosure of Confidential Information to such officers, employees, consultants and legal advisors. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.
- 7.5. Each party acknowledges that a breach of this Section 7 would cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, the parties agree that, in addition to any other remedies to which the non-breaching party may be legally entitled, the non-breaching party shall have the right to obtain immediate injunctive relief from a court of competent jurisdiction in the event of a breach of this Section 7.5 by the other party or any of its officers, employees, consultants or other agents. The parties further agree that no bond or other security shall be required in obtaining such equitable relief and the parties hereby consent to the issuance of any such injunctive relief.

8. Marketing and Sales Activities

- 8.1. Both parties may use the other party's name and logo in press releases, marketing materials, financial reports and prospectuses indicating that such party is a customer or supplier, as applicable, of such party upon prior approval of each such use of its name and/or logo by the other party. Such approval shall not be unreasonably withheld or delayed.

9. Termination.

- 9.1. This Agreement may be terminated as follows:
 - 9.1.1. By INTERPRETERS-ON-CALL if Customer fails to make any payment due hereunder within fifteen (15) days of payment due date or five (5) business days after receiving written notice from INTERPRETERS-ON-CALL that such payment is delinquent, INTERPRETERS-ON-CALL may terminate this Agreement on written notice to Customer at any time following the end of such fifteen (15) day period or five (5) day period, as applicable.
 - 9.1.2. If either party materially breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach, the non-breaching party may terminate this Agreement on written notice at any time following the end of such thirty (30) day period.
 - 9.1.3. This Agreement shall terminate immediately upon notice if Customer becomes insolvent or makes an assignment for the benefit of creditors.
- 9.2. The termination of this Agreement for whatever reason shall not remove the accrued rights and liabilities of the parties, including but not limited to INTERPRETERS-ON-CALL's right to be paid for amounts due herein and the rights of each party to recover damages from the other.
- 9.3. Except in cases of an uncured breach of this Agreement by Customer, INTERPRETERS-ON-CALL shall assist in requests by Customer to transfer telephone numbers associated with Customer's account to Customer or a third party designated by Customer, provided however that no amounts remain owing on such accounts and upon payment of a processing charge of one hundred and sixty pounds (£160.00) per group of ten numbers or part thereof, to be paid prior to such number transfer.
- 9.4. The following sections shall survive the termination or expiration of this Agreement for any reason: 6, 7, 9.2, 9.3, 10, 11, 12 and 13 and any payment obligations incurred prior to the expiration or termination of this Agreement.

10. Indemnification

- 10.1. Customer shall defend INTERPRETERS-ON-CALL and its directors, officers and employees from and against all claims, demands, suits or proceedings made or brought against INTERPRETERS-ON-CALL and shall pay or reimburse INTERPRETERS-ON-CALL for any and all damages, costs and expenses payable by INTERPRETERS-ON-CALL to the party bringing such action to the extent that they are awarded in a final judgment or agreed to in settlement, as a result of (a) a claim against INTERPRETERS-ON-CALL alleging that Customer's web site or any Content directly infringes a copyright, trademark or patent or other intellectual property or proprietary right of a third party, (b) a claim against INTERPRETERS-ON-CALL based upon the Content or the use or transmission thereof by INTERPRETERS-ON-CALL in connection with performing the Interpreters-on-Call Services, or the content of Customer's web site, including but not limited to claims of defamation, invasion of privacy, or the violation of any right of publicity or other rights of any person or entity, (c) a claim against INTERPRETERS-ON-CALL alleging that the storage or transmission of any Content by INTERPRETERS-ON-CALL in the course of performing the Interpreters-on-Call Services violates any law, rule, regulation or court order, (d) any use of the Interpreters-on-Call Services by Customer or its end users in violation of this Agreement, (e) any use of the Interpreters-on-Call Services or the INTERPRETERS-ON-CALL Service by the Customer or its end users for any critical application described in Section 2.6, (f) any transmission by Customer or its end users of any Harmful Code to or through the INTERPRETERS-ON-CALL Service, or (g) any use by customer in contravention of any Ofcom rule, statement or guideline; provided that INTERPRETERS-ON-CALL: (i) gives written notice of the claim promptly to Customer, (ii) gives Customer sole control of the defense and settlement of the claim, (iii) provides to Customer all available information and assistance, and (iv) has not compromised or settled such claim without Customer's prior written consent.
- 10.2. INTERPRETERS-ON-CALL shall defend Customer and its directors, officers and employees from and against all claims, demands, suits or proceedings made or brought against Customer, and shall pay or reimburse Customer for any and all damages, costs and expenses payable by Customer to the party bringing such action to the extent that they are awarded in a final judgment or agreed to in settlement, as a result of a claim against Customer alleging that the Interpreters-on-Call Services directly infringe a copyright, trademark or patent or other intellectual property or proprietary right of a third party, except for claims for which Customer is obligated to indemnify under Section 10.1, provided that Customer: (i) gives written notice of the claim promptly to

INTERPRETERS-ON-CALL, (ii) gives INTERPRETERS-ON-CALL sole control of the defense and settlement of the claim, (iii) provides to INTERPRETERS-ON-CALL all available information and assistance, and (iv) has not compromised or settled such claim without INTERPRETERS-ON-CALL's prior written consent.

11. Warranty and Disclaimer

- 11.1. INTERPRETERS-ON-CALL warrants to Customer that (a) it has the right and authority to enter into this Agreement and (b) it shall perform the Interpreters-on-Call Services and its obligations hereunder in a commercially reasonable, professional and workmanlike manner. Customer warrants to INTERPRETERS-ON-CALL that it has the right and authority to enter into this Agreement.
- 11.2. INTERPRETERS-ON-CALL does not warrant that the Interpreters-on-Call Services shall meet all of Customer's requirements, or that the use of the Interpreters-on-Call Services shall be uninterrupted or error-free.
- 11.3. EXCEPT AS SET FORTH IN SECTION 4, THE INTERPRETERS-ON-CALL SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. INTERPRETERS-ON-CALL MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATING TO THE INTERPRETERS-ON-CALL SERVICES OR ANY OTHER MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. INTERPRETERS-ON-CALL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE

12. Limitation of Liability

- 12.1. The following provisions set up INTERPRETERS-ON-CALL's liability to Customer, its officers and employees, for any claim arising under this Agreement regardless of the form of action (including but not limited to, actions for breach of contract, negligence and breach of warranty).
- 12.2. Nothing in this Agreement shall exclude or limit INTERPRETERS-ON-CALL's liability for:
 - 12.2.1. The tort of deceit;
 - 12.2.2. Death or personal injury caused by its breach of any obligation arising from the express or implied terms of the contract to take reasonable steps in the performance of any duties or its breach of any common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty);
 - 12.2.3. Any breach of the obligations implied by s.12 Sale of
 - 12.2.4. Goods Act 1979 or s.2 Supply of Goods and services Act 1982; or
 - 12.2.5. Any liability which cannot be excluded by law.
- 12.3. Subject to the limits set out in section 12.4 below, INTERPRETERS-ON-CALL shall accept liability to Customer in respect of damage to the tangible property of Customer resulting from the gross negligence of INTERPRETERS-ON-CALL or its employees, agents and sub-contractors.
- 12.4. SUBJECT TO THE PROVISIONS OF SECTION 12.2 ABOVE, IN NO EVENT SHALL INTERPRETERS-ON-CALL'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE SUM OF FEES PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE AND IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. EACH PARTY AGREES THAT THIS SECTION 12 REPRESENTS A REASONABLE ALLOCATION OF RISK.

13. General Provisions

- 13.1. Neither party may assign any of its rights or delegate any of its obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of the other party; provided, however, that either party may assign this Agreement without such consent in connection with a merger, corporate reorganization or sale of all or substantially all of its assets. Any attempted assignment in violation of this Section 13.1 shall be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.2. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy.

- 13.3. This Agreement and any dispute arising from the performance or breach hereof shall be governed by and construed and enforced in accordance with, the laws of England
- 13.4. The parties are independent contractors. Neither party shall be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.
- 13.5. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.
- 13.6. Except for Customer's obligations to pay money, neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, including but not limited to acts of God, earthquakes, strikes or shortages of materials.
- 13.7. Headings and References. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- 13.8. This Agreement may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same agreement.
- 13.9. All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered to the party to whom the notice is directed at the address of such party set forth on page 1 of this Agreement or at such other address as a party may hereafter designate in writing. Notice shall be considered delivered and effective on the earlier of actual receipt or when (a) personally delivered; (b) the day following transmission if sent by facsimile when followed by written confirmation by registered overnight carrier or certified mail; or (c) one (1) day after posting when sent by registered private overnight carrier; or (d) five (5) days after posting when sent by certified mail.
- 13.10. The Contracts (Rights of Third parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement shall have any rights under it, nor shall it be enforceable by any person other than the parties to it under that Act.
- 13.11. This Agreement, including all Exhibits, constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, proposal, warranties and representations.

Version 1.3
April 2010