

General Terms and Conditions

UPDATED JANUARY 1, 2006

Definitions

"Company" means Indy Translations, LLC or any other company wholly owned by Indy Translations, LLC.
"Client" means any company, firm, entity or person to whom the company shall supply or contract to supply work.

Agreement

These terms and conditions, and the Client's Order for services confirmed in writing by Indy Translations represent the entire agreement ("Agreement") made by and between Indy Translations and the client. These terms and conditions may not be supplemented, modified or amended except by written agreement signed by both the Client and Indy Translations. Any terms and conditions of the Client's purchase order or other forms of communications in addition to or different from those in this Agreement shall not be binding on Indy Translations unless specifically agreed to in writing by Indy Translations.

Orders

All orders for services to be provided by Indy Translations ("Orders") must be placed in writing by the Client. No Orders, offers or terms and conditions shall be binding on Indy Translations unless and until, and except to the extent they are confirmed in writing by Indy Translations. There shall be no binding contract and no obligation of any kind on Indy Translations until issuance of written confirmation thereof by Indy Translations.

Estimates and Quotations

The amount of compensation to be paid by the Client to Indy Translations for the work to be performed pursuant to this Agreement (the "Contract Price") shall be that quoted for such work by Indy Translations in writing to the Client, after review of the actual documents, written work or other visual or audio material to be translated, and stated by Indy Translations in the confirmation of Order, subject to any changes which may be agreed by the parties in writing during the performance of the Contract due to changes in the scope or specifications of the work to be performed.

The Contract Price quoted generally shall be based upon Indy Translations' prevailing rate sheet in effect as of the date of the Agreement (the "Rate Sheet"), subject to adjustments as may be determined necessary by Indy Translations taking into account the special circumstances, specifications, requirements and nature of the work to be performed. Rates for translation vary in accordance with the language combination, the degree of difficulty of the subject matter(s), legibility, special project

conditions and deadlines. Rates for written translations may be based on the word count of the foreign language(s) or English and/or hourly rates or our published minimum fees depending on the nature and subject matter of the material, its layout, electronic preparation, legibility, client review procedures, proofreading and certification requirements prior to typesetting, publication or A/V post-production as is applicable. Certain texts, such as advertising copy or slogans, necessitate special fee structures and higher minimum fees than simple texts as indicated on the Rate Sheet.

Editing, proofreading and consulting services are based on hourly rates. Interpreter rates are billed in whole hour increments, with 2-hour minimums. Simultaneous interpretation is billed in whole-day increments and requires two interpreters per language. Voice-over talent and production monitors are billed in half-hour increments.

If, as agreed to by Indy Translations, a discounted rate has been granted to the Client, Client must make payment in full within 30 days from the date of the invoice issued by Indy Translations. If payment is not made within this time period, then the discounts shall become null and void, and Client shall pay Indy Translations the standard rate for the project.

Indy Translations shall receive payment directly from the Client for services rendered. Client shall not be permitted to delegate payment of the invoice issued by Indy Translations to any third parties which may have been directly or indirectly involved in the project. No payment by third parties for services rendered by Indy Translations to Client shall be accepted without Indy Translations' prior written agreement.

Oral estimates shall not be deemed binding until approved in writing by an authorized employee or agent of Indy Translations. "Sight unseen" materials are only quoted as an estimate only. Such estimates shall not be binding and are offered only for the customer's convenience. Written quotations are valid for 60 days from the date of issue thereof. The Rate Sheet and all rates are subject to change from time to time, without notice. All estimates are exclusive of shipping, long-distance phone calls made on the Client's behalf and taxes where applicable, as well as any other similar expenses, which shall be separately due and payable by the Client.

Reimbursable Expenses for Delivery and Shipping

In addition to the quoted Contract Price to be paid to Indy Translations as compensation for its work, the Client shall reimburse Indy Translations for its reasonable out-of-pocket expenses and disbursements ('Disbursements') incurred in connection with performance of the work for the Client, including, without limitation, delivery and shipping costs for third party service providers such as courier services and any insurance fees deemed necessary or appropriate by Indy Translations, as well as long-distance telephone or fax charges incurred on the Client's behalf, taxes, and any other fees or expenses incurred to third party service providers in connection with the performance of the work. All such Disbursements shall be invoiced by Indy Translations to the Client at cost plus handling charges at Indy Translations' normal rates. Indy Translations shall incur no liability for lateness, negligence, direct or indirect damages due to delays or failure to deliver by third party service providers.

Payment Terms

Unless otherwise agreed to in writing, all invoices rendered by Indy Translations shall be due and payable in full upon within 30 days of receipt by the Client. Any invoice outstanding and unpaid for more than 30 days (or 60 - 90 days depending on previously stipulated client terms) shall be considered delinquent, and interest shall accrue on all balances outstanding for more than said period at the lower of 1.5% per month (18% per year). Client agrees that any and all fees, costs, expenses, including without limitation reasonable attorney's fees and disbursements ("Collection Costs") incurred by Indy Translations in connection with collection attempts shall be paid by the Client. Any such Collection Costs shall be due and payable to Indy Translations upon Client's receipt of Indy Translations' invoice.

Client Proofs, Client Approval and Revisions

Upon request or when appropriate, Clients have the opportunity to review work for approval before its final release or further processing. Proofs are understood to be work in progress that is not complete until client approval and any client-requested revisions have been communicated in writing. Proofs can be reproductions of translations, whether printed or in electronic form, graphics, galleys, audio or video tapes, etc.

Client agrees to promptly review Indy Translations' work upon receipt thereof and to notify Indy Translations within 30 days of any desired revisions. Indy Translations agrees to rectify true errors or omissions without charge during this 30 day period. Failure to raise an objection within this 30 day period shall be considered as approval of the work as delivered. All changes suggested by the Client other than non-subjective errors or omissions may be subject to additional charges. If a Client waives their right to select, screen, audition or otherwise choose a voice talent for an A/V recording, then the Client thereby expressly authorizes Indy Translations to select and hire such voice talent, and Indy Translations shall under no circumstances be held responsible for any subsequent Client approval or disapproval for its selection. Indy Translations shall not be responsible for alterations to Indy Translations' work made by any other person acting on behalf of the Client.

Employees & Subcontractors: Non-Circumvention of Indy Translations

Client agrees not to solicit or retain, either directly or indirectly, any employee, translator, interpreter, voice-over talent, production supervisor or other personnel contracted or supplied by Indy Translations (collectively referred to as "Indy Translations' Agents and Independent Contractors") to provide services for Client other than by submitting the desired work to Indy Translations. In the event of any breach of this provision by the Client, without limiting any other remedy which may be available to Indy Translations, Client shall owe to Indy Translations as a referral fee, 100% of any and all amounts paid by Client to any of Indy Translations' Agents and Independent Contractors with respect to any services performed for Client by any of Indy Translations' Agents and Independent Contractors, other than by or through Indy Translations, at any time within two years after the date of Client's most recent Order with Indy Translations.

Copyrights

Final release of copyrights for translations in printed or electronic form, any audio or video recordings, computer files or graphics, shall only be issued after payment in full of all outstanding balance of the Contract Price, fees and Disbursements due to Indy Translations, including interest and any possible Collection Costs. In the absence of any agreement to the contrary, Indy Translations reserves the right to retain file copies of all work submitted and executed.

Cancellation Policy

All cancellations of Orders by the Client require written notice to Indy Translations. Any cancellation of work already begun will incur a cancellation fee to be determined by the scope of work already performed, in the amount of that portion of the total Contract Price allocable to the work already performed (but in no event less than the minimum fee published in Indy Translations' Rate Sheet for the work contracted), plus all costs and Disbursements, of any kind, incurred in connection with the Order or the performance of work thereunder. For translations and transcriptions, this may include billing for work performed up to the time of cancellation, additional administrative or research time, rush fees, and project-specific expenses, including but not limited to the booking of audio or video recording and editing studios, casting services, talent bookings, travel expenses, simultaneous interpreting equipment, glossary development and other expenses.

Without exception, Orders for consecutive interpreters, voice-over talent, production monitors and any associated or necessary audio or video recording facility shall be subject to a cancellation notice period of at least 24 hours (excluding weekend hours) prior to the earliest time and date set for such work. In the event of such a cancellation, without giving the required notice, the cancellation fee shall not be less than 100% of the minimum fee for the service contracted as published in the Rate Sheet, plus all costs, expenses and Disbursements incurred in connection with the Order. In the event of any cancellation, Client shall be responsible for and shall pay all expenses incurred in connection with the Order or as a consequence of such cancellation, including, without limitation any and all Disbursements, additional fees, or additional charges incurred to any audio or video recording facility booked by Indy Translations for that specific project, whether as a consequence of such facility's cancellation or booking policies otherwise. All simultaneous conference interpreting assignments require prior confirmation and deposits and are subject to the special terms and conditions set forth in our Simultaneous Interpreting Agreement.

Limitation of Liability

In performing its services, Indy Translations strives to produce accurate, idiomatic and professional translations of the highest quality. This notwithstanding, since translation is as much an art as it is a science, Client understands and accepts that a translation may read differently from the original source language text upon which it is based due to the nature and constraints of different languages and that no liability can be assumed by Indy Translations as a result of any alleged lack of nuance or impact, in particular, and without limitation, as these may relate to expressiveness of a text and its suitability for use by the Client in advertising and marketing activities.

Indy Translations makes no warranties of any kind, expressed or implied, including, without limitation any warranties of merchantability, fitness for a particular purpose, or otherwise, except only for such written certification, if any, as Indy Translations may deliver to Client at the time of delivery of the work. Indy Translations shall be under no obligation to give any such certification unless, and except only to the extent, as specifically agreed in the written confirmation of Order delivered by Indy Translations to the Client.

Client shall indicate the purpose for which the work supplied by Indy Translations will be used. If the client uses such work for purposes other than it was intended and indicated, and the work commissioned was not approved by Indy Translations in writing for this new and redefined use, then Client shall indemnify and hold Indy Translations harmless from and against any claims, losses, causes of action or damages of any kind, whether direct or indirect, incidental, or consequential, arising or alleged to arise from this work or such use of the work.

Indy Translations shall under no circumstances be liable for any losses, claims, causes of action, expenses, judgments, or damages of any nature or kind, including without limitation special, direct, indirect, incidental or consequential damages (collectively the "Claims"), exceeding the lesser of the Contract Price or the replacement value of the work performed by Indy Translations, whether such alleged Claims may be due to dispute, inadequate guidelines, faulty specifications, failure to respond to inquiries, negligence, scheduling, third party service provider failure, wars, riots, acts of God or nature, or any other cause.

Translations performed on a rush basis may preclude editing and proofreading that would otherwise be considered prudent. Under such circumstances, Client agrees to indemnify and hold Indy Translations harmless against the full amount of any and all Claims arising out of or in connection with such rush services.

Client represents and warrants that all (i) Client owns or has obtained all necessary rights, title and interest, in and to the material to be translated or otherwise worked on by Indy Translations, including and without limitation all applicable copyrights, trademarks or service marks, or licenses thereunder, with respect to written materials or designs; the rights and titles for film and audio productions; and any necessary patent rights or license thereunder with respect to technical materials, and that (ii) neither the translation, interpreting nor other service to be performed by Indy Translations with respect to such materials, or any copying in connection therewith, will infringe or otherwise violate the rights of any third parties. Client shall indemnify and hold Indy Translations harmless from and against (a) any Claims of any person or entity arising in connection with any challenge to Client's rights to, or use of, the materials, any allegation or infringement or violation of a third party's rights, or any other circumstances calling into question the accuracy and truth of Client's representations and warranties above, whether or not such challenge or allegations are ultimately successful in legal proceedings, and (b) any and all costs, expenses, attorney's fees and disbursements, losses and damages of any kind incurred by Indy Translations as a consequence of or in connection with such Claim, whether or not Indy Translations was named as a party to any action or proceeding in connection therewith.

Client shall indemnify and hold Indy Translations harmless from and against any and all Claims arising in connection with any illegal or libelous matter translated, printed, recorded or otherwise processed by Indy Translations on behalf of the Client, and/or any infringement or alleged infringement or violation of third party rights, including without limitation with respect to any trademarks, service marks, copyrights, patents, designs, trade secrets, or materials or information alleged to be of a confidential or proprietary nature.

Confidentiality

Indy Translations strives to take reasonable measures to protect the confidentiality of Client's proprietary information, including any materials such as trade secrets, financial information, information relating to business, products, patent applications, litigation, client lists, to the extent that such materials are designated by the Client as "Proprietary and Confidential." Nevertheless, it is understood and agreed that (i) in the course of its engagement by the Client, Indy Translations will be entitled to provide copies of any such Confidential or Proprietary materials to any and all of Indy Translations' employees, agents, independent contractors, or other third party service providers, to the extent required, in Indy Translations' judgment, to complete the work contracted for by the Client, and (ii) Indy Translations shall have no responsibility for information that becomes available to the general public through no act or negligence on the part of Indy Translations.

Right to Refuse Work

The Company shall not be required to translate any matter which in its opinion is or may be of an illegal or libelous nature. Where copyright exists in texts to be translated by Indy Translation, the Client warrants that it has obtained all consents necessary for such translation to be made.

The Company shall be indemnified by the Client in respect of any claims, proceedings, costs and expenses arising out of any libelous matter printed for the Client, or any infringement of copyright, patent or design or third party right.

Jurisdiction

This agreement shall be governed by the laws of the State of Indiana.