Memorandum of Understanding

Between Lessius Antwerpen and SDL plc.

This Memorandum of Understanding (MOU) sets forth the mutual intent of SDL plc, with offices at Globe House, Clivemont Road, Maidenhead, Berkshire, SL6 7DY, United Kingdom ("SDL") and Lessius Antwerpen, KU Leuven Subfaculty of Language & Communication, with offices at Sint-Andriesstraat 2, B-2000 Antwerpen ("Partner") regarding an arrangement between SDL and Partner to enrol Partner as an SDL TRADOS Approved Training Center (ATC).

Partner and SDL agree to the following partnership terms:

Within 3 weeks of signing the MOU:
1. SDL will promote Partner as an SDL Trados ATC on the Training section of the www sdlcom, www translationzone com and www ljspzone com websites, displaying a logo that has been provided by Partner.
2. Partner will promote itself as an SDL Trados ATC on their website, displaying the SDL Trados ATC logo.
3. Partner will provide SDL with training course date schedules three months in advance.
4. Partner will provide SDL with details of their marketing programs for the next 6 months.
5. SDL will promote Partner course dates on the SDL TRACOS Training calendar on the Training section of the www sdlcom, www translationzone com, and www ljspzone com websites.

Ongoing (for the duration of the partnership):

The Partner:

1. May deliver 1Public and 2Private Training to any organization as an ATC.
2. May not deliver Online Public or Private Training to any individual or organization as an ATC.
3. Will pay SDL an agreed ATC fee of €75 per course attendee. Payments made on a monthly basis.
4. May use SDL Trados training course materials and sample files to customize training courses as per the clients requirements.
5. Will maintain its SDL Approved Training Center status, by using an SDL Approved Trainer to deliver all SDL courses that they offer.
6. Is required to submit a monthly report to SDL on the number of attendees on each SDL course delivered.
7. Shall use all reasonable efforts to ensure that all SDL course attendees complete the SDL Trados online post course satisfaction survey.
8. Is required that on a monthly basis, no more than 10% of your customer satisfaction scores as reported via the online survey tool may be in the dissatisfied range (0-2 on a 6 point scale). The ATC status will be rescinded if the dissatisfied scores exceed 10% in each of two consecutive months.
9. Will provide SDL Trados with a rolling 3 month schedule of course dates.
10. Will maintain software maintenance contracts for any additional SDL TRADOS licences you may have over and above the one licence provided as part of this agreement.

SDL:

1. Will provide, at a fee of €500 per trainer access to the SDL Train the Trainer program. If delivered at ATC site, trainer travel, hotel and subsistence costs to be paid by ATC.
2. Will consider the ATC Trainer(s) when scheduling Private courses sold by SDL. SDL will pay €550 per day to the ATC Trainer when contracting an ATC Trainer to deliver such.
3. SDL will pay Partner a fee of €200 per course place sold by SDL and delivered to the customer via attendance on the Partner’s scheduled training courses.
4. Will, for the agreed fee:
   a. Provide the ATC Trainer(s) with one Professional Licence for the latest software version and a Level 2 Premium Support and Maintenance Agreement (PSMA) to cover that licence for the duration of the agreement.
   b. Provide the ATC with course manuals, sample files, trainer scripts for their own personal use.
   c. Provide the relevant SDL Trados Certification exam for all attendees attending an SDL Trados Approved Training Course.
   d. Provide for the duration of any SDL course delivered, time-limited, product licenses per course attendee, per course.

1Public Training means open enrolment classroom based courses that a company offers and delivers to the general public. These classes can include trainees from one to many organizations and include individuals not affiliated with a company or organization.
2Private Training means private instructor-led classroom based courses that a company offers and delivers to trainees employed by or contracted to a single organization.

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SDL Trados Approved Training Center

Version: Lessius University May 2012

Page 1 of 2
SDL Trados courses that are part of the Lessius Antwerpen, KU Leuven Subfaculty of Language & Communication Masters and Post graduate program are not included in this agreement. No fee is payable to SDL for courses delivered as a component of these programs.

This agreement:

1. Will start on the date on which it is signed by the partner and shall last for 12 months.
2. Overrides any previous signed SDL Trados Approved Training Center Memorandum of Understanding.

Any Partner found to be in breach of the MOU will be issued with a written warning. If, following the written warning, the Partner continues to breach the MOU, SDL have the right to terminate the rights of the ATC with immediate effect.

Either company can opt to withdraw from the partnership with 30 days written and acknowledged notice to the other company.

If the above adequately sets forth our current intent and understanding of our discussions, please so indicate by signing below and returning one signed copy of this MOU.

Accepted and agreed to:

Partner

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ___________ 2012

SDL plc

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Lessius

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