



Technical Language Service

Translations From And Into Any Language

Terms & Conditions for TLS' MT PLUS™

1. Definitions

"TLS" refers to Technical Language Services, Inc., a Nevada corporation. "Service" is defined as translation, interpreting, DTP or any other services supplied by TLS. "Deliverables" is defined as the final form of Service delivered to the Customer. "Customer" is defined as any person, firm or company to whom TLS will supply or contract to supply Service.

2. Validity

These terms shall form the basis of all Service performed by TLS. No variation of these terms shall be binding on TLS unless specifically agreed in writing by an authorized representative of TLS. These conditions shall constitute the entire contract between the parties.

3. Acceptance

3.1 Any written quote for Service will be valid for 90 days after submission unless a shorter or longer period is stated in writing.

3.2 Amendments made to the source text by the Customer after a quote has been submitted may incur additional charges.

4. Confidentiality

TLS confirms that all materials and information received from Customer will be held in strictest confidence by TLS.

5. Pricing and Payment

5.1 Additional charges will be made for all expenses incurred by TLS at the request of or by agreement with the Customer or which are reasonably necessary for carrying out the Service that were not included in the original quote for Service.

5.2 Payment for Service is due within 30 days from the date of the invoice unless otherwise specifically agreed in writing by an authorized representative of TLS. TLS also reserves the right to request full payment in advance for Service for new Customers for whom a credit rating has not yet been established.

5.3 TLS reserves the right to charge interest at the rate of 1.5% per month on all unpaid invoices. Interest will start to accrue on the date on which payment is due and will be calculated at monthly intervals.

5.4 Payment terms apply irrespective of whether or not Customer has received any associated payment from a third party.

6. Translation and DTP Services

6.1 TLS undertakes to use its best efforts to produce an accurate and idiomatic translation of the original text. By placing the order, the Customer accepts that a translation may read differently from good original writing and/or reflect poor original writing to the extent necessary to preserve the reading of the original text. No liability is accepted by TLS for any alleged lack of advertising or sales impact.

6.2 TLS shall be under no obligation to indicate or correct errors or omissions in the original material supplied by the Customer.

6.3 Whenever a Customer has specified a particular use for a translation and subsequently desires to use the translation for a purpose other than that for which it was originally supplied, the Customer should obtain confirmation from TLS that the translation is suitable for the new purpose. TLS accepts no liability where a translation is used for a purpose other than that for which it was originally supplied and reserves the right to apply a further charge for any amendments necessitated by the use of a translation for a new purpose.

7. MT PLUS™

7.1 This section applies to TLS' MT PLUS™ services only, and all other sections also apply except to the extent that they are inconsistent with any provisions of this section, when the provisions of this section shall prevail.

7.2 TLS' MT PLUS™ services consist of a machine translation (MT), **plus** some segment of the source text that is translated by human translators/editors to TLS' normal and highest standards. TLS does not and cannot vouch for the quality or accuracy of ANY part of the machine translation, and the Customer, by placing an order to this type of service, hereby acknowledges that TLS shall not be responsible for the content of any portion of the machine translation. The Customer further acknowledges that Customer fully understands the inherent limitations of machine translations and the errors that may be contained therein.

7.3 TLS vouches only for those "plus" portions of TLS' MT PLUS™ services that have been subjected to TLS' standard translation and editing procedures. This applies specifically to TLS' MT PLUS™ services denoted as "B" and "C" services. TLS warrants those portions like any other translations subject to the general TLS warranties contained in these Terms and Conditions.

7.4 In regard to TLS' "D" service (human review by phone), TLS' translators will make every effort to convey correct information to the Customer, but since this service represents a translation "on the fly" without the opportunity for standard review and editing processes, TLS' "D" service is NOT subject to the general warranties contained in these Terms and Conditions.

7.5 TLS' "E" service represents an enhancement over the quality of the raw machine translation by editing the machine translation as best as possible within the budget allocated to a particular edit, but it does NOT represent an enhancement to the standards of a human translation with standard editing and QC procedures. The Customer, by placing an order for this type of service, hereby acknowledges that Customer understands that TLS' "E" service cannot and will not match the quality standards of standard human translation and that machine-translated, enhanced translations may still contain serious errors and mistranslations. TLS' "E"

service is NOT subject to the general warranties contained in these Terms and Conditions.

8. Sub-Contractors

The Customer understands and agrees that TLS may use TLS-selected sub-contractors with relevant technical/linguistic expertise for some or all of the Service. Notwithstanding the fact that TLS may use sub-contractors for services to be performed under this agreement, TLS remains responsible for Service delivered to the Customer. All references to TLS in this Contract are automatically extended to include such sub-contractors as appropriate.

9. Completion of Service

9.1 Should completion of Service be required sooner than the agreed delivery date, the Customer will be advised of the course of action and every effort will be made to avoid any defects, but reasonable allowance must be made by the Customer in such cases. Should accelerated completion of Service necessitate overtime, weekend work, or other additional costs being incurred, a pre-agreed charge will be made to cover such costs.

9.2 TLS accepts no liability for the consequences of any delay in completion of Service caused by the Customer and, in such event, any agreed deadlines or delivery schedules will automatically be null and void and new dates must be negotiated.

9.3 Unless otherwise agreed, completed translations will be delivered to the Customer by electronic means.

10. Cancellation

If the Customer cancels a Service which he has placed, charges will be payable for all completed Service up to the cancellation or postponement date.

11. Warranty

11.1 TLS warrants that the Deliverables shall be free of known material errors and omissions from any written specifications developed by Client and approved in writing by TLS. Client shall have thirty (30) days after delivery of Deliverables to identify any errors or omissions in such Deliverables. In the event any such errors or omissions are identified by Client, TLS shall use reasonable efforts to fix or replace, at its sole cost, any such Deliverables, which are under warranty, within thirty (30) days of receipt of notice as to such warranty claim from Client. In the event no such errors or omissions are identified by Client in such Deliverables within thirty (30) days after delivery of Deliverables, such Deliverables shall be deemed fully accepted by Client.

11.2 All other warranties, expressed or implied, are hereby disclaimed, specifically including but not limited to expressed or implied warranties of merchantability or fitness for a particular purpose with regard to the Deliverables. Client shall not have the right to make or pass on any warranty or representation on behalf of TLS to any party. Under no circumstances shall TLS be liable for any damages suffered by Client, including without limitation, tort, contract, warranty, direct, indirect, incidental, special, consequential damages (including lost profits), or otherwise which in the aggregate exceed the net revenues TLS has received pursuant to this Agreement. No action regardless of form, except for nonpayment of fees, may be brought by any Party more than one (1) year after such Party knew or should have known of the occurrence of the event(s) which gave rise to the cause of action.

11.3 TLS does not warrant any enhancements, corrections, revisions, updates, upgrades or modifications of the Deliverables made by the Client.

11.4 For publication or printing, TLS will only accept liability for any errors or omissions if the proof is submitted to TLS for a final check prior to going to print. All numerals will be left for the Customer to check and TLS will not be responsible for any errors in the numerals.

11.5 The Customer shall indemnify TLS against all claims, proceedings, costs and expenses for which TLS may become liable with regard to any Service completed under the contract.

11.6 TLS has professional errors & omissions insurance.

11.7 TLS and Customer agree that any disagreements about the quality of the Service shall be referred to an arbitrator to be appointed by the American Translators Association (ATA).

12. Copyright

Where copyrights exists in texts to be translated by TLS, the Customer undertakes to obtain all permissions necessary for such Service to be carried out.

13. Force Majeure

In the event of Force Majeure as commonly defined that in any way affects TLS' ability to provide the agreed Service, TLS shall notify the Customer immediately, indicating the circumstances. Force Majeure shall entitle both TLS and the Customer to withdraw from the contract for the Service, but in any event, the Customer agrees to pay TLS for Service already completed. TLS will assist the Customer to the best of its ability to get Service completed. TLS cannot accept any liability for the consequences of any delay in completion or delivery of Service as a result of Force Majeure.

14. Jurisdiction

These Terms & Conditions shall be governed, construed and enforced in accordance with the laws of the State of Nevada. Both Parties hereto agree that the state of Nevada shall be the sole site of venue for actions relating to this Agreement, and hereby consent to jurisdiction therein.