



TELELINGUA USA, LLC
2 Madison Avenue
Suite 200
Larchmont, NY 10538
Tel : +1 914 833 3305
info@telelingua.us

CONTRACT POINTS

The following is clarification of certain contract elements that may be at issue in any contract negotiation.

§ 1 Changes to Cost and Schedule

Changes to this estimated cost and schedule could result from such issues as changes to the amount of text for translation, revisions in text content, Web site functionality, and lead-time requirements or interdependencies between CLIENT and TELELINGUA USA.

§ 2 Other Expenses

TELELINGUA USA will, in addition to the cost of the estimate given above, bill CLIENT for the actual cost of other required project materials and expenses. TELELINGUA USA will get CLIENT's approval prior to the purchase of any item exceeding a determined spending limit. Such expenses are assumed to be minimal, but might include such items as communication carrier costs, long-distance telephone costs associated with CLIENT customers, suppliers and employees, travel and specific hardware or software required by the project.

§ 3 Confidentiality

TELELINGUA USA will sign a non-disclosure agreement with CLIENT as required to ensure the confidentiality of CLIENT's documents and technology. TELELINGUA USA may ask that CLIENT execute similar agreements.

GENERAL TERMS AND CONDITIONS OF SALE

§ 1 Charges

Charges for the Services shall be as specified by TELELINGUA USA to the CLIENT in writing in the Estimate form. Estimate forms are based upon specifications and information originally submitted by the CLIENT, and any change therein, including delivery requirements,

automatically voids the quotation. For example, if the Estimate form is based on a sample page or document used as a model or an incomplete version of the source file or any file other than the actual one the CLIENT wants localized, the amount of the estimate and the deadline may be adjusted accordingly. Adjustments to the Estimate form may also be necessary if specifications are changed or added or if work not covered in the original quotation is required or if the CLIENT failed to provide complete, written specifications for the assignment. Estimate forms are only valid for thirty days or as otherwise specified in writing.

§ 2 Glossaries

Unless the CLIENT provides terminological reference material, such as glossaries or terminology lists, TELELINGUA USA will use its best judgment in the selection of terms pertinent to a given field. The CLIENT will be charged for changes to such terms.

§ 3 Deliveries and Changes

CLIENT has 30 days to request any changes made to all deliverables. Said changes are free of charge to the CLIENT for a first request on a course, and for each language for that course. Additional requests for same course/language are billable on a time & material basis of \$75.00 per hour. All errors, claims, or requests for adjustment must be presented within thirty days after the date of delivery, or such work will be deemed to have been accepted.

§ 4 Formatting, typesetting, page layout, or artwork

TELELINGUA USA will seek the closest match practicable between the appearance of the original and that of the finished product or will retain the layout as specified by the CLIENT. Unless the Estimate form specifies otherwise, TELELINGUA USA does not guarantee that the format, fonts, typefaces, point sizes, text density, artwork, colors, paper, and other elements of printed documents it chooses and those of the original will be identical. Translated documents are sometimes longer or shorter than the original, and technical or other considerations may result in elements of appearance being different from the original.

§ 5 Payments

CLIENT agrees to make payments to TELELINGUA on a net 45 basis. Interest at the rate of 1.75% per month will be charged on all past due balances. All errors, claims, or requests for adjustment must be presented within thirty days after the date of delivery, or such work will be deemed to have been accepted.

The CLIENT agrees to make payments to TELELINGUA USA on a net 30 basis, or, upon receipt of any TELELINGUA USA invoice. Interest at the rate of 1.75% per month will be charged on all past due balances. Subcontracting: The CLIENT understands and agrees that for all purposes related to this agreement, TELELINGUA USA is deemed to be an

independent contractor while performing labor or services for remuneration. TELELINGUA USA has full authority to transfer or subcontract any part of the work to any person, and the CLIENT shall incur no liability to these subcontractors, nor does this agreement intend to make the sub-contractors third-party beneficiaries. TELELINGUA USA declares itself exempt from any requirement to provide workers compensation coverage for the labor of language translators and interpreters to be performed under this contract.

§ 6 Solicitation

The CLIENT agrees to not solicit TELELINGUA USA employees or contractors directly or indirectly.

§ 7 Limitation of Liability

TELELINGUA USA charges for the services provided under this agreement are unrelated to the value of the CLIENT's business or other pursuits or to the potential for indirect, incidental, consequential, reliance, special, or other damages in excess of those allowed by this agreement. When the CLIENT uses the Service, the CLIENT agrees to accept charges calculated on that basis and agrees that this allocation of risk of liability is fair, reasonable, and not unconscionable. The CLIENT retains the rights to purchase insurance to cover any additional loss or liability. Accordingly, the entire liability of TELELINGUA USA to the CLIENT is limited as set forth hereafter.

- a) Except when due to intentional or willful misconduct by TELELINGUA USA, the total liability of TELELINGUA USA and TELELINGUA USA affiliates for loss or damage caused by defect or failure of the Services or arising from the performance or nonperformance of any work under this agreement, including (but not limited to) untimely delivery, shall be limited to a credit or refund to the CLIENT for services which are not provided or performed in accordance with this agreement. For purposes of this agreement, "TELELINGUA USA affiliates" shall include TELELINGUA USA officers, employees, agents, subcontractors, and suppliers. This limitation shall apply regardless of the form of action, whether in contract or tort, including negligence, strict liability, or otherwise. Separately, TELELINGUA USA has signed the CLIENT's Confidentiality Agreement.

- b) Neither TELELINGUA USA nor TELELINGUA USA affiliates shall be liable in any event for any indirect, incidental, special, or consequential damages arising directly or indirectly from any action or failure to act by TELELINGUA USA or any TELELINGUA USA affiliates, whether or not it had any knowledge, actual or constructive, that such damages might be incurred. This provision specifically includes, but is not limited to, damages resulting in loss of profits or income. TELELINGUA USA and TELELINGUA USA affiliates shall not be responsible for damages due to causes beyond the reasonable control of TELELINGUA USA or attributable to any service, products, or actions of any person other

than TELELINGUA USA, its employees, subcontractors, and agents. This limitation of liability shall apply regardless of the form of action, whether in contract or tort, including negligence, strict liability, or otherwise.

§ 8 If any provision of this agreement shall be invalid or unenforceable in any way for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this agreement shall not be in any way impaired.

§ 9 Customer property

The CLIENT's property delivered to TELELINGUA USA for use in the production of services is received, used, stored, and returned to the CLIENT upon completion of the work by TELELINGUA USA without any liability for loss or damage.

§ 10 Choice of Law

This contract is governed by the laws of the State of New York. Venue shall be in the courts of Westchester County, New York.

§ 11 Attorney Fees

Each party shall bear its own expenses in connection with this agreement and the transactions contemplated by this agreement.
