

WORDEXPRESS

Multilingual Solutions Worldwide

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Yearly Discount Contract for Services

Please note: This is a Generic Contract (Template). Contracts with specific clients may vary as mutually agreed on.

A. GENERAL TERMS

1. This *Contract for Services (Contract)* is entered into between _____ (*Client*) and WordExpress Corporation (WordExpress). *Client* will hire *WordExpress* for the services, rates, discounts and terms indicated below.

2. *Client* is a _____ company with offices in _____ and other locations, in need of multilingual services.

3. *WordExpress* is a full-service language company offering multilingual services, such as written translations, oral interpretations, multilingual desktop publishing, transcriptions, editing and proofreading to domestic and international markets. *WordExpress* is a corporate member of the American Translators Association (ATA) and adheres to the Code of Ethics of the ATA. *WordExpress* is also in compliance with the latest ISO standards, ISO 9001. Additionally, *WordExpress* has established a quality control system that in most areas exceeds, but at least meets, the commonly accepted professional quality standards of the translation industry in the US. *WordExpress* offers a

TRIPLE GUARANTEE on all language services:

a) Guaranteed Quality – b) Guaranteed Price Competitiveness – c) Guaranteed on-time Delivery

B. SERVICES

4. *WordExpress* has been providing and will provide multilingual services in line with above-listed quality standards. Within above listed standards, the quality level to be applied for *Client's* written translations will be, if not agreed on and specified otherwise:

Quality Level AA -- Extra professional translation with extensive editing and proofreading by additional language experts.

5. *Client*, for all its departments, offices or branches, will hire *WordExpress* exclusively for all projects entailing language services, as described under # 3 of this *Contract*.

C. RATES AND DISCOUNTS

6. *WordExpress* will grant certain discounts as listed below, which reflect a substantial price reduction from the standard rates, as established in the applicable Schedules of Rates and Terms (*Schedules*), which are guaranteed for one year. The current *Schedules* are attached to this *Contract* and become part of it. As common in the translation industry, the rates are based on the expected word count of the target language, using the word count tool in *MS WORD*. If the target language features non-Roman characters, the word count is based on the source language.

7. The following discounts apply:

Applicable Discount	Total Yearly Volume
10 %	25.000 to 50.000 words
14 %	50.000 - 100.000 words
18 %	100.000 - 200.000 words
22 %	200.000 - 300.000 words
26 %	300.000 - 400.000 words
30 %	400.000 - 500.000 words
34 %	more than 500.000 words

Initials: _____

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8. Upon request by *Client*, *WordExpress* will provide an *Estimate* before work on any particular project begins. These estimates will represent a fixed amount (flat fee) that will not change except if the word count of the original document changes. Each project will be invoiced separately upon completion. Invoices are due and payable in full within 30 days.

9. The total yearly word count will be calculated as the total of all word counts invoiced to *Client*. *WordExpress* will keep a running tally of the accumulative word count and provide print-outs upon request. The word counts of all translations into any languages will be credited accumulatively towards the total word count. Also, the word counts of all translations from any of *Client's* departments, offices or branches will be credited accumulatively towards the total word count.

10. The yearly discounts provided in this *Contract* may not be combined with any Volume Discount or Seasonal Discount offered by *WordExpress*. They also do not apply to minimum charges, as the minimum charges are already discounted. They are currently \$ 65.00 (reduced from the standard minimum charge of \$ 85.00) for languages with Roman characters, and \$ 90.00 (reduced from the standard minimum charge of \$ 110.00) for languages with non-Roman characters. However, the full word count of the minimum-charge projects will be included when calculating the total yearly word count for selecting the discount.

11. Any desktop publishing (layout), rush processing, or any other additional services will be charged additionally in line with the current *Schedules*.

D. MISCELLANEOUS

12. Upon entering into this contract an expected yearly volume will be selected from above *Table of Discounts* and the prices will then be calculated according to the discount for that volume. If, after the end of a year, the total word count exceeds the one for the selected volume, a higher discount will become applicable retroactively and thus a credit memo for the difference will be issued. If, after the end of a year, the total word count does not reach the one for the selected volume, a lower discount will become applicable retroactively and thus an invoice for the difference will be issued.

13. This *Contract* is executed on the _____ day of _____, 2009 and will be effective for one year. After each one-year period it will renew automatically for an additional one-year period if not canceled by either *Client* or *WordExpress* in writing. *WordExpress* reserves the right to amend this *Contract* by updating the current *Schedules*. However, this only can be done at the end of any one-year period. In this case *Client* will be notified in writing before the end of the particular one-year period.

14. All disputes arising out of this *Contract* shall be resolved between the parties by arbitration. The parties shall pay all fees, charges and costs assessed by the arbitrator equally.

Emanuela Giangregorio
Client Care Manager
WordExpress Corporation

(Name:)
(Title:)
(Client:)