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Introduction and Parties

Introduction

This Translation Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a limited liability company organized and existing under the laws of the United States, and Acme, Inc, a corporation organized and existing under the laws of the United States.

Parties

DocuPal Demo, LLC

DocuPal Demo, LLC, with its principal place of business at 23 Main St, Anytown, CA 90210, is a professional translation service provider. In this Agreement, DocuPal Demo, LLC will be referred to as "Translator".

Acme, Inc

Acme, Inc, also known as ACME-1, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, is a business seeking translation services. In this Agreement, Acme, Inc will be referred to as "Client".

This Agreement sets forth the terms and conditions under which Translator will provide professional translation services to Client. These services include the translation of marketing brochures, technical manuals, and website content from English to Spanish.

Scope of Work

Docupal Demo, LLC ("Docupal") will provide translation services to Acme, Inc ("ACME-1") as described below. Docupal will translate documents from English into Spanish. The materials for translation include ACME-1's marketing brochures, technical manuals, and website content.



Translation Services

The core service is the accurate translation of the provided materials. This includes ensuring the translated content maintains the original meaning, context, and tone. Docupal will also provide localized website content, adapting it for the Spanish-speaking audience.

Deliverables

ACME-1 will receive translated documents that are ready for publication or internal use. The website content will be provided in a format suitable for direct upload and integration into ACME-1's existing website. Docupal will ensure all deliverables are free of grammatical errors and maintain consistent terminology.

Delivery Terms and Deadlines

DocuPal Demo, LLC will deliver the completed translations according to the following schedule:

- Marketing brochures: July 26, 2024
- Technical manuals: August 9, 2024
- Website content: August 23, 2024

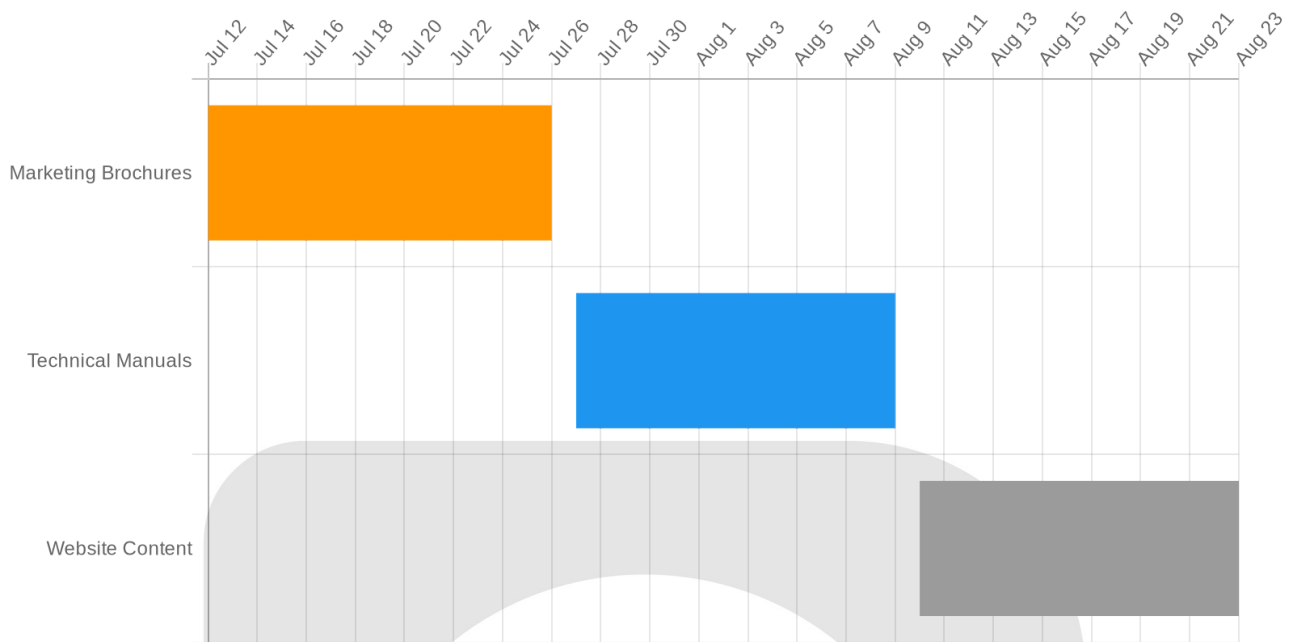
Review and Approval Milestones

ACME-1 will have the opportunity to review and approve the initial translations before final delivery. This review period is incorporated into the overall timeline to ensure accuracy and satisfaction.

Late Submission Penalties

If DocuPal Demo, LLC fails to meet the agreed-upon deadlines, a penalty of 5% of the total translation fees will be applied for each week of delay. The total penalty will not exceed 20% of the translation fees.





Payment Terms

Payment Schedule

ACME-1 will pay Docupal Demo, LLC for the translation services as follows: 50% of the total project cost is due upfront, and the remaining 50% is due upon ACME-1's final approval of the completed translations.

Pricing

The pricing for translation services is based on a rate of \$0.15 per word. The total cost will depend on the final word count of the translated materials.

Payment Method

All payments must be made via wire transfer to Docupal Demo, LLC's designated bank account. Bank account details will be provided on the invoice.

Currency

All payments must be made in United States Dollars (USD).

Late Payment

Any overdue amounts will accrue interest at a rate of 1.5% per month until paid in full. Docupal Demo, LLC reserves the right to suspend translation services if payments are not received according to the agreed-upon schedule.

Confidentiality and Non-Disclosure

DocuPal Demo, LLC and ACME-1 acknowledge that during the term of this Translation Agreement, each party may have access to confidential information belonging to the other party. Confidential information includes, but is not limited to, business strategies, customer lists, and financial data.

Obligations

Both parties agree to hold all confidential information in strict confidence. They will not disclose such information to any third party without prior written consent. Each party will protect the confidentiality of the information with the same degree of care it uses to protect its own confidential information, but no less than reasonable care.

Exceptions

The obligations of confidentiality do not apply to information that is or becomes publicly available through no fault of the receiving party.

Duration

The confidentiality obligations outlined in this section will continue for a period of five (5) years following the termination of this Translation Agreement.

Intellectual Property Rights

Ownership of Translation

Acme, Inc. shall own all right, title, and interest in and to the completed translations. This includes all associated copyrights.



Use of Source Material

Acme, Inc. warrants that it owns or has sufficient rights to the source materials. This includes the right to translate them. DocuPal Demo, LLC relies on this warranty. DocuPal Demo, LLC is not responsible for verifying ownership.

Portfolio Use

DocuPal Demo, LLC retains a limited right. DocuPal Demo, LLC may use the completed translations in its portfolio. This use is solely for the purpose of demonstrating its work.

Liability and Indemnification

Limitation of Liability

DocuPal Demo, LLC will not be liable for any indirect, incidental, special, consequential, or punitive damages. This includes, but is not limited to, loss of profits, data, or use, arising from this agreement or the translation services provided.

Indemnification

ACME-1 agrees to indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, agents, and affiliates, from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging infringement of copyright or other intellectual property rights based on the source material provided by ACME-1.

Disclaimer of Warranty

DocuPal Demo, LLC makes no warranties, express or implied, regarding the use of the translation for any purpose other than that for which it was intended. DocuPal Demo, LLC disclaims any responsibility for issues arising from uses outside of the translation's intended scope.



Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Mediation

If a dispute arises related to this Agreement, the parties agree to first attempt to resolve the dispute through mediation. The parties will jointly select a mediator in New York City. Both parties will share the costs of mediation equally.

Arbitration

If mediation does not resolve the dispute within thirty (30) days, either party may initiate binding arbitration. Arbitration will take place in New York City, New York. It will be administered by the American Arbitration Association (AAA). The decision of the arbitrator will be final and binding. It can be entered as a judgment in any court of competent jurisdiction.

Termination Clause

Termination

Grounds for Termination

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of a material breach of this Agreement by the other party. This Agreement may also be terminated immediately by either party if the other party becomes insolvent, enters into bankruptcy, or is subject to any similar proceeding.

Effect of Termination

Upon termination of this Agreement for any reason, all rights granted to DocuPal Demo, LLC under this Agreement shall immediately revert to ACME-1. All translated materials, completed or in progress, shall become the property of ACME-1. ACME-1



shall pay DocuPal Demo, LLC for all services performed and expenses incurred up to the effective date of termination. Any outstanding payments will become immediately due and payable.

Miscellaneous Provisions

Amendments

This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Docupal Demo, LLC and ACME-1. Any such amendment will become effective on the date specified in the written instrument.

Assignment

Neither party may assign its rights or delegate its obligations under this Agreement to any third party without the prior written consent of the other party. Any attempt to do so will be void.

Force Majeure

Neither party will be liable for any failure to perform its obligations under this Agreement if such failure is caused by any cause beyond its reasonable control. This includes acts of God, war, fire, flood, strikes, or other labor disputes, or governmental regulations.

Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1. It supersedes all prior or contemporaneous communications and proposals, whether oral or written, relating to the subject matter of this Agreement.

