

Table of Contents

Introduction and Definitions	3
Introduction	3
Definitions	3
Scope of Services	4
Specific Inclusions	4
Exclusions	4
Fees and Payment Terms	4
Pricing	5
Invoicing and Payment Schedule	5
Late Payments	5
Confidentiality and Data Protection	5
Data Security	5
Quality and Performance Standards	5
Translation Accuracy	6
Review and Revision Process	6
Acceptance Procedures	6
Delivery and Deadlines	6
Project Deadlines	6
Delivery Methods and Formats	6
Consequences of Missed Deadlines	7
Intellectual Property Rights	7
Ownership of Translated Content	7
License Grant	7
Protection of Source Materials	7
Liability and Indemnification	7
Indemnification	8
Disclaimer of Warranties	8
Termination and Suspension	8
Termination Events	8
Obligations Upon Termination	8
Dispute Resolution and Governing Law	9
Dispute Resolution	9
Governing Law	9



Introduction and Definitions

Introduction

This Translation Services Agreement ("Agreement") is made as of August 9, 2025, by and between DocuPal Demo, LLC, a company located at 23 Main St, Anytown, CA 90210, USA ("DocuPal") and Acme, Inc ("ACME-1"), a business located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA. This Agreement sets forth the terms and conditions under which DocuPal will provide translation services to ACME-1. To ensure mutual understanding, certain terms used throughout this document require specific definition.

Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- **Acceptance:** The formal acknowledgment by ACME-1 that the Translated Content meets the agreed-upon quality standards and specifications, as detailed in this Agreement.
- **Confidential Information:** Any proprietary information, technical data, trade secrets, or know-how disclosed by one party to the other, either directly or indirectly, in writing, orally, or by inspection of tangible objects.
- **Effective Date:** August 9, 2025, the date on which this Agreement becomes binding.
- **Source Materials:** The original content provided by ACME-1 to DocuPal for translation, including but not limited to documents, text, images, and multimedia files.
- **Translated Content:** The translated version of the Source Materials, produced by DocuPal, in the target language(s) specified by ACME-1.



Scope of Services

DocuPal Demo, LLC will provide translation services to ACME-1 as detailed below. This agreement covers translation between English and Spanish. The materials for translation include marketing materials, technical documents, and website content. We will deliver translated documents, localized website content, and subtitled video scripts.

Specific Inclusions

Our services specifically include:

- **Marketing Materials:** Translation of brochures, advertisements, and promotional content.
- **Technical Documents:** Translation of user manuals, technical specifications, and training materials.
- **Website Content:** Localization of website text, including articles, blog posts, and product descriptions.
- **Video Subtitles:** Translation and subtitling of video scripts for marketing and training purposes.

Exclusions

This agreement does not cover legal or medical translations. If ACME-1 requires these services, a separate agreement will need to be established.

Fees and Payment Terms

DocuPal Demo, LLC will provide translation services to ACME-1 based on the following fee structure. This outlines the costs for translation, review, and editing. It also details invoicing procedures and payment schedules.

Pricing

The pricing structure is as follows:

- **Translation:** \$0.15 per word
- **Review and Editing:** \$60.00 per hour



Invoicing and Payment Schedule

DocuPal Demo, LLC will submit invoices to ACME-1 upon completion of specific project milestones or at the end of each month, as mutually agreed upon. ACME-1 will remit payment within thirty (30) days of the invoice date. Payments should be made in United States Dollars (USD).

Late Payments

Late payments will incur a penalty. A late fee of 1.5% per month will be applied to any outstanding balance not paid within the 30-day payment term. This penalty will be calculated from the original invoice date.

Confidentiality and Data Protection

Docupal Demo, LLC acknowledges that during the course of providing translation services to ACME-1, it may gain access to confidential information. This information includes business, technical, financial, and customer data belonging to ACME-1. Docupal Demo, LLC agrees to protect all such Confidential Information from unauthorized disclosure.

Data Security

Docupal Demo, LLC will ensure the security of ACME-1's data through encryption and strict access controls. Data handling will comply with the General Data Protection Regulation (GDPR). Docupal Demo, LLC will maintain compliance with ISO 17100 quality standards for all translation services provided.

Quality and Performance Standards

Docupal Demo, LLC is committed to providing high-quality translation services that meet ACME-1's expectations. Our quality standards ensure accuracy and consistency across all translated materials.



Translation Accuracy

Translated content must accurately reflect the original meaning, context, and tone of the source material. We target a minimum accuracy rate of 98% for all translations. This ensures the translated content is both linguistically correct and culturally appropriate for the target audience.

Review and Revision Process

We include a review and revision process to address any concerns or required adjustments. ACME-1 is entitled to two rounds of revisions based on their feedback. This collaborative approach ensures the final translated content aligns with ACME-1's specific requirements and preferences.

Acceptance Procedures

ACME-1's acceptance of the translated materials is required. Upon delivery of the translated content, ACME-1 has 10 business days to provide written confirmation of acceptance. If no feedback is received within this timeframe, the translated materials will be considered accepted.

Delivery and Deadlines

Project Deadlines

Initial project deadlines will be agreed upon by Docupal Demo, LLC and ACME-1. These deadlines will be clearly stated in individual project addenda.

Delivery Methods and Formats

Docupal Demo, LLC will deliver translated materials via email, secure FTP, or cloud storage. Acceptable file formats include .docx, .pdf, .xls, and .xml. These methods and formats ensure efficient and secure transfer of completed translations.



Consequences of Missed Deadlines

Failure to meet agreed-upon deadlines may result in a reduction of fees. The specific reduction will be negotiated on a case-by-case basis, considering the impact of the delay.

Intellectual Property Rights

Ownership of Translated Content

Upon ACME-1's full and timely payment of all fees due to Docupal Demo, LLC, all rights, title, and interest in and to the Translated Content will vest in ACME-1. Docupal Demo, LLC makes no claim to ownership of the final Translated Content once payment is received in full.

License Grant

Docupal Demo, LLC grants to ACME-1 a perpetual, irrevocable, worldwide, non-exclusive license to use, reproduce, modify, distribute, and display the Translated Content. This license becomes effective upon ACME-1's full payment for the translation services.

Protection of Source Materials

Docupal Demo, LLC agrees that all Source Materials provided by ACME-1 are the exclusive property of ACME-1. Docupal Demo, LLC will not disclose, reproduce, or use the Source Materials for any purpose other than providing the translation services outlined in this Agreement. Docupal Demo, LLC will take all reasonable steps to protect the confidentiality and integrity of the Source Materials.

Liability and Indemnification

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



Indemnification

ACME-1 agrees to indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim concerning the content of the Source Materials provided by ACME-1.

Disclaimer of Warranties

DocuPal Demo, LLC disclaims all warranties, express or implied, regarding the Translated Content, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. DocuPal Demo, LLC does not warrant that the Translated Content will meet ACME-1's specific requirements or that the use of the Translated Content will be uninterrupted or error-free.

Termination and Suspension

This agreement may be terminated by either party upon thirty (30) days written notice to the other party.

Termination Events

DocuPal Demo, LLC may terminate this agreement if ACME-1 materially breaches this agreement, becomes insolvent, or fails to make payments as required. ACME-1 may terminate if DocuPal Demo, LLC materially breaches this agreement.

Obligations Upon Termination

Upon termination, ACME-1 will pay DocuPal Demo, LLC for all translation services performed and expenses incurred up to the termination date. All delivered translations remain subject to the agreed usage licenses.



Dispute Resolution and Governing Law

Dispute Resolution

DocuPal Demo, LLC and ACME-1 agree to first attempt to resolve any disputes arising from this Agreement through good-faith negotiations. If negotiations are unsuccessful, both parties agree to submit to mediation. The parties will select a mutually agreeable mediator in Delaware. If mediation fails to resolve the dispute, the parties agree to binding arbitration. Arbitration will occur in Delaware. The decision of the arbitrator will be final and binding on both parties. Each party will bear its own costs associated with mediation and arbitration. The parties will equally split the fees and expenses of the mediator and arbitrator.

Governing Law

The laws of the State of Delaware govern the interpretation and enforcement of this Agreement. This includes its construction and validity, without regard to its conflict of laws principles. The exclusive venue for any legal action arising from this Agreement will be in the state or federal courts located in Delaware. Both DocuPal Demo, LLC and ACME-1 consent to the jurisdiction of those courts.

