

Pricing				
Language	Service	Unit	Rate	Total
French	Project Preparation (hours)	3.5	€ 55.00	€ 192.50
	MT CAT 1 (Post Editing)	88	€ 55.00	€ 4,840.00
	File Conversion & QA	16	€ 55.00	€ 880.00
	Project Management	12	€ 55.00	€ 660.00
Total Cost				€ 6,572.50

Turn-Around	
Total	Business Days 17

Assumptions:
We have not budgeted for the implementation of extensive preferential client review comments; these will be charged extra at an hourly rate.
We have assumed the following throughput for postediting. This is a ballpark after scanning the test and doing a quick evaluation with MS Translator. We suggest to commit to a throughput after submitting a sample to the client made under real-working conditions. (1,000 words/hour)
It is assumed that glossary translation is not required and has not been included in this estimate. I.e. we will not add a glossary of keyterms to Wordfast in order to control specific terminology.

Signature	
I, the undersigned, agree to all conditions, pricing and turn-around time detailed in this estimate.	Total Cost € 6,572.50
Requestor Name (Print)	PO Number
Billing contact Name (Print)*	
Signed	Date

Conditions

- Translations.com will provide the client with the localized content via email transmission or FTP transfer. Any shipping and handling fees associated with this project will be billed in addition to the total project fee.
- Turn-around estimate excludes time and costs required for client review.
- The client will specify encoding type for the localized files prior to the project start, as well as provide any other special instructions (including, but not limited to, any escaping requirements). If these details are not provided at project start, deadlines and budgets may be affected. Further, if no such instructions are provided at the commencement of the localization process, Translations.com will deliver standard files with UTF-8 encoding.
- Costs for Post-Localization Testing have been excluded from this cost estimate. Please note, it is necessary to confirm the accuracy of the translation in the context on the online user-interface. Any translation cannot be considered final until this verification has taken place. Further, any changes made after Translations.com has delivered the translated content to the client must be incorporated into the Translation Memory to ensure future leveragability. Please note additional fees associated with updating the translation memory based on changes made to the translation post-delivery may apply. Upon receipt of finalized source files, this cost estimate will be revised to reflect actual costs.
- Since translation is a subjective process through which different individuals may express the same meaning using different word choices, Translations.com will not be liable for such variations. Additionally, there may be "personal preferences" in word selection that may be stylistic or based on a person's familiarity with company- or industry-specific terminology. Any such subjective preferences should be communicated to Translations.com prior to commencement of the translation phase of the project to avoid potential delays and additional charges.
- If the client intends to coordinate a third party review of the final translation prior to publication/launch, it is recommended that a glossary of preferred terminology, style guide and other reference materials are established and approved by the third party prior to commencement of the translation phase of the project. Doing so will avoid potential delays and additional charges. This cost estimate does not include budget or turn-around associated with client review.
- The parties must specifically agree to rush projects in writing. When undertaking rush projects, Translations.com shall use reasonable efforts to ensure the quality and accuracy of such rush projects. However, Translations.com cannot warrant that any rush project will be of the same quality or accuracy in comparison of a non-rush based project. By signing this agreement, the client acknowledges and agrees that undertaking jobs on a rush basis may result in objective and subjective errors and inconsistencies (stylistic, grammatical, word usage, etc.). Translations.com shall not be held responsible for any costs or liabilities that may result from such errors and inconsistencies. The client acknowledges that they understand and are fully aware of these risks and agree to undertake such rush projects with the understanding that it may be impossible to maintain the same level of quality that would be achieved on a non-rush basis.
- The client agrees to provide Translations.com with credit card details for payment of this project.
- The client must notify Translations.com of any concerns with Translations.com's performance within ten (10) business days of receipt of deliverables via certified letter/return receipt or via electronic mail to a Translations.com representative. If Translations.com is not so notified, the client waives all rights and claims arising out of such performance.
- Should the client cancel a translation, the client will be obligated hereunder to pay Translations.com for all work completed prior to Translations.com having reasonably received notification of cancellation.
- By approving this estimate, the client is ultimately responsible for paying any and all invoices from Translations.com pertaining to this project within 30 days. In the event that the duration of this project extends beyond 30 days, the client will be invoiced according to the billing schedule.

Confidentiality & Terms

- The material contained in this proposal represents proprietary and confidential information pertaining to Translations.com's solutions, Proprietary Information, data, source code, object code, flow charts, software in any stage of development, know-how, processes, designs, plans, drawings, specifications, documentation, reports, manuals, proposals, pricing, market research or development plans, services, methods, and pricing. By accepting this proposal, the client hereby agrees that the information in this proposal shall not be disclosed outside of the client and shall not be duplicated, used, or disclosed for any purpose other than to evaluate this proposal.
- Translations.com shall not be liable under any theory at law, in equity or otherwise for any special, exemplary, punitive, incidental, indirect, or consequential damages (even if Translations.com has been advised of same), including without limitation lost profits or revenues. The entire liability of Translations.com for any claim, loss or damages under any theory at law, in equity or otherwise, including without limitation contract, tort, negligence and strict liability, arising out of this agreement or the engagement of Translations.com in connection with the project in question, the performance or breach hereof, or the subject matter hereof shall not in any event exceed the sum of the payments actually made by the Client to Translations.com pursuant to this agreement. Any action against Translations.com must be brought within one (1) year after the claim arose.
- During the period in which services are being performed, and for a period of one (1) year thereafter, Client shall not solicit the employment of, employ, or contract with, any personnel of Translations.com with whom Client had contact under this agreement, either directly or indirectly. Client shall promptly notify Translations.com of any communications with the personnel of Translations.com regarding employment. If Client breaches this non solicitation provision, the Client shall pay as liquidated damages, and not as a penalty, the sum of \$75,000 per individual.
- Amounts not paid when due shall bear interest at the lesser of (i) 1.5% per month (18% per annum) or (ii) the maximum rate of interest permitted by applicable law on all past due balances hereunder. If Translations.com must resort to collection by an agency or through legal action, the client agrees to pay collection fees and reasonable attorney fees in an amount not less than 33 1/3% of the unpaid principal and interest owed to Translations.com hereunder. If the above fees exceed the amounts allowed under the applicable law(s), then the maximum amount allowed shall be paid to Translations.com by the client.
- This agreement may not be orally modified. Only a modification in writing, agreed to by both parties, will be enforceable. Authorization via electronic mail shall constitute written agreement.
- If any term, clause, or provision hereof is held invalid or unenforceable by a court or competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be severed from the agreement.

File List