

Service Terms and Conditions

1. **Scope of Services.** During the Term (as defined below) of this AGREEMENT, LTI shall provide the following services for CLIENT. Language Interpreting. LTI agrees to act as an interpreter for CLIENT wishing to translate verbal conversations into English or other languages, as applicable, as set forth in detail on Exhibit "A" hereto. CLIENT hereby understands and acknowledges that LTI may use its own employees, consultants, or subcontractors to render the Services set forth herein.

2. **Term.** This AGREEMENT shall be for a "Term" of either (a) or (b) [check as applicable]: the Term of this AGREEMENT shall be such period of time as is reasonably necessary to complete the one-time Services detailed on "Interpreter Request Form" posted in the official website of LTI.

4. **Relationship between Parties.** LTI's relationship to CLIENT under this AGREEMENT is that of independent contractor. Neither LTI or LTI's employees, consultants, subcontractors or agents, shall be or shall be deemed to be an employee or servant of CLIENT. None of the benefits provided by CLIENT to its employees, including without limitation workers' compensation and unemployment insurance, shall be available to LTI or LTI's employees, consultants, subcontractors or agents, as a result of this AGREEMENT. LTI shall assume full responsibility for, and indemnify and hold CLIENT harmless from, the payment of all local, state and federal taxes and other contributions imposed or required under unemployment, social security, and income tax laws arising out of LTI's engagement by CLIENT under this AGREEMENT.

5. **Cancellation Policy.** CLIENT will notify LTI, in writing (email/fax/mail), of any cancellation of any interpreting assignment agreed upon, at least 24 hours prior to the interpreting assignment time, otherwise, LTI will charge CLIENT for full payment up to the minimum hours per service request mentioned above. CLIENT will cancel the translation request before LTI accepts and receives the written material.

6. **Non-Solicitation.** CLIENT hereby understands and acknowledges that LTI has expended extensive time and resources in finding, hiring, retaining and/or training its employees, consultants, subcontractors or agents. Accordingly, CLIENT hereby agrees that during the Term of this AGREEMENT and for a period of one (1) year after termination of this AGREEMENT, CLIENT shall not directly or indirectly, whether individually or as an owner, officer, director, employee, consultant or agent of any company or other entity, in any manner whatsoever, hire or attempt to hire, retain, engage or solicit, in any manner, any employee, consultant, subcontractor or agent of LTI to perform any language interpreting or translation services.

7. **Confidentiality.** Both CLIENT and LTI shall act up to the professional ethics, and shall adhere to confidentiality fundamentals and hold in strict confidence, and not to divulge any Confidential Information in whole or in part, whether verbal or written, to any third party, nor to make any use of any of the said Confidential Information including but not limited to all the information, incidents, rates and fees agreed upon in this contract.

8. **Limitation of Liability.** It is understood that Interpretation and Translation Services are subject to the vagrancies of dialect, regional differences, and colloquial variances, as well as unique uses, interpretation and jargon, particularly technical terminology or terms idiomatic to certain specialized activities (e.g., the practice of law in the U.S. or other countries, etc.) or groups. Thus, although LTI will render its Services in a professional manner, it cannot and will not represent that its Interpretation or Translation Services will accurately reflect the context or nuances of all given assignments. Accordingly, CLIENT agrees that it shall not seek indemnity by this AGREEMENT or the Services rendered hereunder from LTI against any damages or losses associated therewith. CLIENT agrees that LTI shall not be liable for any of CLIENT's losses or damages, associated with the Services rendered under this AGREEMENT, whether directly or indirectly caused by performance or non-performance of obligations imposed by this AGREEMENT or by the negligent acts or omissions of LTI or LTI's employees, consultants, servants, subcontractors, or agents. CLIENT does hereby waive and release any rights of recovery against LTI that it may have hereunder. It is further agreed that if LTI should ever be found liable for any losses or damages attributable to the Services rendered, in any respect, LTI's liability shall not exceed the total amount of Fees

actually paid by CLIENT to LTI under this AGREEMENT in the proceeding twelve (12) month period, and CLIENT's sole remedy at law or in equity shall be the right to recover a sum within such limit. CLIENT may obtain a greater limitation of liability, if desired, by payment of increased Fees, which increased Fees would be negotiated between CLIENT and LTI upon the request of CLIENT in writing.

9. Assignment. This AGREEMENT is freely assignable by either party provided that the assigning party shall remain primarily liable for any unpaid obligations arising prior to the date of Assignment.

10. Disputes. Governing Law; Relief. Any legal proceeding of any nature brought by any of the parties to this AGREEMENT to enforce any right or obligation, shall be brought only in the state or federal court located in and for Lehigh County, Pennsylvania. Both parties acknowledge and agree that certain breaches of this AGREEMENT may not provide the non-breaching party with an adequate remedy in damages; and, therefore, both parties agree that the non-breaching party shall have the option to pursue injunctive relief without the necessity of posting security or bond which is hereby specifically waived. Both parties agree that the construction and interpretation of this AGREEMENT shall at all times and in all respects be governed by the internal laws of the State of Pennsylvania.

11. Entire Agreement. This AGREEMENT contains the full and complete understanding and agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings and agreements, whether oral or written, concerning the subject matter hereof.

12. Waiver. Modification; Cancellation. Any waiver, alteration, or modification of any of the terms of this AGREEMENT, or cancellation or replacement of this AGREEMENT, shall not be valid unless in writing and signed by both parties. In the event any provision of this AGREEMENT is determined to be unenforceable, the remaining provisions hereof shall not be affected.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the time, day, and year stated in the electronic format when the request has been submitted by CLIENT.

**Language Trends, IncSM,
12/25/2006**