

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF LANGUAGE SERVICES

Unless otherwise expressly mentioned in the Work Specification, these “General Terms and Conditions for the Purchase of Language Services”, hereinafter referred to as “Terms and Conditions”, apply to all language services carried out for Xplanation Language Services NV, with registered office at Interleuvenlaan 86, 3001 Leuven, Belgium, and its subsidiaries, local branches and affiliated companies.

ARTICLE 1 DEFINITIONS

In these Terms and Conditions, the following terms and expressions shall have the following meaning:

Partner	The translator, translation agency, DTP specialist or other specialist, who, as a subcontractor to Xplanation, shall carry out Translation, Revision, Reviewing, Editing, DTP and/or other language services in accordance with the Terms and Conditions and the specific project instructions and deadlines as described for each task in a Work Specification.
Xplanation	Xplanation Language Services NV, its subsidiaries, local branches and affiliated companies.
Party/Parties	Xplanation and the Partner are hereafter collectively referred to as “the Parties” and individually as “a Party”.
Tstream® Editor	Tstream® Editor is a tool made available by Xplanation to the Partner for Translation, Revision, Reviewing and Editing work.
Translation	Conversion by a qualified translator of the meaning in the source language into the target language (their native language) in order to produce a text that is in accordance with the rules of the linguistic system of the target language and that meets the instructions specified in the Work Specification. Where available and applicable, the translation will be based on data from the translation memories, the machine translation, the terminology lists and/or style guides. A translation job always includes Checking.
Checking	On completion of the initial Translation, Revision, Reviewing or Editing, the Partner shall always check their own work for errors (a thorough spell-check and consistency check are always required) and make sure that the instructions specified in the Work Specification have been followed. For Translation, this shall include checking punctuation, that the meaning has been conveyed, the applicable terminology is used, that there are no omissions, that the translation abides to the grammatical and general linguistic rules of the target language and that it is fluently written, so that “translationese” is avoided. The Partner shall make any necessary amendments.

Revision	Examining the translation for its suitability for its purpose, including the comparison of the source and target texts for terminology, consistency, correct meaning and interpretation, style and correction of all errors of grammar, syntax, punctuation and spelling (a thorough spell-check and consistency check are always required). The reviser shall make any necessary amendments and shall always be a person other than the translator, having the appropriate competences in the source and target languages.
Reviewing	A monolingual review to assess the suitability of the translation for the agreed purpose and respect for the conventions of the domain to which it belongs, including the recommendation of corrective measures.
Editing	Assessment of a text written by the author in the target language, with particular attention paid to linguistic aspects such as terminology, grammar and style.
Work	One or more tasks (such as Translation, Revision, Reviewing, Editing and DTP) as described in a task description or Work Specification.
Work Specification	A hard copy or electronic document completed by Xplanation and accepted by the Partner describing the elements of the Work, including instructions, word counts (including the different match categories), cost price, delivery deadline and language combination, and referring to the Terms and Conditions between the Parties (see Article 11.05 for an example of a Work Specification).
100% match	A source segment that has an identical match in the translation memory and therefore requires only revision.
Context match	One of a set of at least three source segments (which appeared in the same document previously) that has an identical match in the translation memory and therefore requires only revision.
Repetition	A source segment that is identical to a segment occurring earlier in the same source text.
Fuzzy match (95-99%)	A source segment for which a translated equivalent with a 95-99% matching degree is found in the translation memory.
Fuzzy match (85-94%)	A source segment for which a translated equivalent with a 85-94% matching degree is found in the translation memory.
Fuzzy match (75-84%)	A source segment for which a translated equivalent with a 75-84% matching degree is found in the translation memory.
Sub-segment fuzzy match (>=75%)	A source text segment for which no 100% match or fuzzy match is available. In this case, a statistical algorithm uses the

same customer-specific translation memory, to combine existing fuzzy matches to construct a match greater than, or equal to, 75%.

MT proposal ($\geq 75\%$) A source segment for which no 100% match or fuzzy match is available, but for which a rule-based machine translation proposal with a sufficient quality level can be generated.

No match A source segment for which no translation memory equivalent, repetition or MT proposal of an acceptable quality level is available.

Confidential Information Any and all information and materials, in whatever form, whether tangible or intangible, including, without limitation, information regarding Xplanation's processes and services, technology, business and development plans and customer information, and whether disclosed before or after this Agreement.

ISO 9001, ISO 17100 **ISO 9001:2015** is the international standard that promotes the adoption of a process approach when developing, implementing and improving the effectiveness of a quality management system, to enhance customer satisfaction by meeting customer requirements.

ISO 17100:2015 is the international standard that specifies requirements for all aspects of the translation process directly affecting the quality and delivery of translation services. It includes provisions for translation service providers concerning the management of core processes, minimum qualification requirements, the availability and management of resources, and other actions necessary for the delivery of a quality translation service.

Xplanation obtained ISO 9001:2015 and ISO 17100:2015 certification on 11 December 2015.

ARTICLE 2 PRODUCTION PROCESS

2.01 The Partner undertakes to comply with the applicable parts of the following production process:

- (Electronic) Transmission by Xplanation to the Partner of the Work and the relevant Work Specification to be carried out.
- Acceptance (or rejection) of the Work Specification should be done as soon as possible. The Partner has accepted a Work as described in a Work Specification when the Partner has clicked on 'Accept' in Tstream® Portal, or by confirming acceptance by e-mail to the Xplanation project manager.
- Execution of the Work.
- Quality assurance of the Work carried out by the Partner.
- (Electronic) Transmission to Xplanation of the Work carried out by the Partner.

- 2.02 Unless otherwise specified in the Work Specification, the Partner shall perform Translation, Checking, Revision, Reviewing and Editing in Xplanation's translation tool, Tstream® Editor.

ARTICLE 3 QUALITY

- 3.01 The quality of the Work must be such as to require no further correction by Xplanation.
- 3.02 The Partner shall have the professional competences as defined in the ISO 17100 standard and guarantees that the Work will be performed in a professional manner and in accordance with the Terms and Conditions, as well as the specific project instructions and deadlines as described for each Work in a Work Specification.
- 3.03 Translators shall have at least the following competences, defined in detail in the ISO 17100:2015 standard:

- translation competence;
- linguistic and textual competence in the source and target languages;
- research competence, information acquisition and processing;
- cultural competence;
- technical competence;
- domain competence.

The Partner shall ensure that the professional competences are maintained and updated.

The above competences should be acquired through one or more of the following:

- a recognized graduate qualification in translation from an institution of higher education;
- a recognized graduate qualification in any other field from an institution of higher education plus two years of full-time professional experience in translating;
- at least five years of full-time professional experience in translating.

The Partner will inform Xplanation before accepting the Work if he does not meet the education, qualification or experience requirement.

- 3.04 For every Work, the Partner shall always use the terminology made available to them in Tstream® Editor, Tstream® Term Manager, TM Concordance and/or by the Xplanation project manager.
If doubts arise concerning what terminology to use in a specific Work, the Partner shall contact the Xplanation project manager mentioned in the Work Specification or their replacement as quickly as possible.
- 3.05 If the agreed delivery deadline cannot be kept, the Partner shall contact the Xplanation project manager mentioned in the Work Specification or their replacement as quickly as possible.
- 3.06 The Partner undertakes to inform the Xplanation project manager mentioned in the Work Specification or their replacement of any problems or potential problems relating to a Work as quickly as possible.

- 3.07 In case the Partner is a translation agency or freelance network, it shall, to the extent possible, always use the same translators, revisers, reviewers and editors for a particular Xplanation customer to guarantee consistency and coherence.
- 3.08 The Partner expressly warrants that they will always check their translated, revised, reviewed or edited text before delivering the Work to Xplanation. This includes a spell-check, consistency check and checking of fuzzy matches, sub-segment fuzzy matches, 100% matches, repetitions and machine translation proposals, in order to find and correct all translation errors and all errors of terminological inconsistency, grammar, syntax and punctuation in accordance with a) Xplanation's general and project-specific guidelines and terminology glossaries for the target language, and b) general dictionaries and language guidelines for the target language. All documents suitable for printing should be checked on hard copy.
- 3.09 In case the Partner is a translation agency or freelance network, a person other than the translator and having the appropriate competences in the source and target languages, shall always revise the translation.
- 3.10 The Partner undertakes, unless explicitly mentioned otherwise in the applicable Work Specification, to supply the Work in the same layout as the source version.
- 3.11 The Partner undertakes to check all files for viruses before sending them to Xplanation.
- 3.12 If, within two months following the delivery of the Work, Xplanation or Xplanation's customer finds that the Work does not fully meet the quality standards described above, Xplanation must communicate (via e-mail, fax, letter or phone) and notify the Partner of these quality issues.
- 3.13 If Xplanation finds that the Work delivered by the Partner clearly does not meet the quality standards described above, Xplanation may have the Work corrected or carried out by someone other than the Partner and deduct the costs incurred from the Partner's invoice for the Work, which may even result in non-payment of the Work, depending on the amount and/or the severity of the mistakes. Xplanation will provide the Partner with the necessary feedback, including a feedback report.

ARTICLE 4 DEADLINE FOR DELIVERY

- 4.01 The deadline for delivery shall be defined for each Work in the Work Specification. Should the Partner fail to meet the deadline that was set by the Project Manager and accepted by the Partner for reasons other than agreed upon or caused by Xplanation, Xplanation may also deduct the costs incurred from the Partner's invoice of the Work.
- 4.02 All prices include Checking.
For Translation, all prices also include expansion to the target languages. In case the Partner is a translation agency or freelance network, the Translation price also includes Revision by a person other than the translator.
- 4.03 All prices exclude VAT.

ARTICLE 5 INVOICES - PAYMENT

- 5.01 The Partner can opt for invoicing Xplanation either on a monthly or on a fortnightly basis. This means the Partner can submit to Xplanation a maximum of two invoices per month.

- 5.02 Invoices must be uploaded via Tstream® Portal/My Invoices, where the Partner will be able to select his invoiceable jobs per Xplanation entity.
- 5.03 Payment will be made to the Partner within 30 days of receipt of the correct invoice.

ARTICLE 6 CONFIDENTIALITY

- 6.01 In view of the fact that the Partner, as a subcontractor to Xplanation, shall carry out Translation, Revision, Reviewing, Editing, DTP and/or other language-related work in accordance with the Terms and Conditions and the specific project instructions and deadlines as described for each Work in a Work Specification, the Partner agrees:
- to hold the Confidential Information in confidence, not only for the duration of the cooperation with Xplanation but also thereafter;
 - to use the Confidential Information wholly and exclusively in relation to the services Xplanation requires from the Partner and not to use any part of said Confidential Information for any other purpose (including but not limited to competitive or commercial) whatsoever;
 - to disclose the Confidential Information to its employees or any third party on a need-to-know basis only;
 - to ensure that each person to whom disclosure of Confidential Information is made, is fully aware in advance of the Partner's obligations under the Terms and Conditions;
 - to destroy all originals, copies, reproductions and summaries of the Confidential Information upon request of Xplanation.
- 6.02 The confidentiality obligation does not include information which:
- is already known to the Partner, unless this information was disclosed with obligation to secrecy;
 - is obtained lawfully by the Partner, independently from Xplanation or Xplanation's customers;
 - is obtained lawfully by the Partner without obligation to secrecy from third parties;
 - has already been published for the general public by the lawful owner.
- The Partner shall take reasonable security precautions, at least as great as the precautions they take to protect their own confidential information, to safeguard the Confidential Information.
- 6.03 The Parties acknowledge the strictly confidential nature of the contents of the Work Specification. The Parties shall not disclose the contents of the Work Specification or any other information on their cooperation to third parties without prior written consent of the other Party.
- 6.04 The Partner agrees not to mention the name of Xplanation or any of its customers on their documentation, marketing material or website.
- 6.05 Each Party's confidentiality obligations set forth herein shall survive any termination or expiration of the cooperation between the Parties.

ARTICLE 7 ASSIGNMENT OF COPYRIGHTS

The Partner assigns and transfers to Xplanation and its customers all rights, titles, and interests throughout the world in and to the Work, and all portions and copies thereof in any form, including, without limitation, each of the following rights, to the full extent permitted under applicable law.

7.01 Copyright

The Partner assigns and transfers exclusively to Xplanation and its customers, their successors and assigns, the entire copyright regarding the Work throughout the world, including, without limitation, all economic rights and the exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, manufacture, market, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, and use the Work, all modified and derivative products thereof, and all portions or copies thereof in any form.

7.02 Patent, design and trademark rights

The Partner assigns and transfers exclusively to Xplanation and its customers, their successors and assigns, all rights in and to any inventions, designs, and marks embodied in the Work or developed in the course of the Partner's creation of the Work, including, without limitation, all utility and design patent rights and equivalent rights in and to such inventions and design rights, and all trade and service mark rights, throughout the world.

7.03 Rights in tangible media

The Partner assigns and transfers to Xplanation and its customers all rights, titles, and interests in and to any documents, encoded media, and other materials created by the Partner pursuant to the cooperation with Xplanation.

7.04 Other rights

The Partner assigns and transfers to Xplanation and its customers, its successors and assigns, all rights of action and all other rights of whatever nature throughout the world in and to the Work, whether now known or created in the future, to which the Partner is now or may at any time after the cooperation with Xplanation be entitled in any portion of the Work by virtue of or pursuant to applicable law. The Partner will not take any action, whether legal or otherwise, that has the purpose or effect of challenging or diminishing the rights of Xplanation and its customers or their successors or assigns in the Work as described herein.

ARTICLE 8 PARTIAL ANNULMENT

If one or more of the provisions contained in the Terms and Conditions becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

ARTICLE 9 GOVERNING LAW

9.01 The Terms and Conditions shall be deemed to be made and shall be construed in accordance with and governed in all respects by the laws of Belgium.

9.02 Any dispute with respect to the validity, interpretation or performance of the Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Leuven.

ARTICLE 10 MISCELLANEOUS

- 10.01 The Partner declares that they shall not, in the course of the cooperation, nor during a period of 12 months following its termination, approach directly or indirectly customers of Xplanation for which they have previously carried out Work, with the purpose of executing similar jobs directly for these customers.
- 10.02 The Xplanation project manager may deem it necessary for the Partner to contact a customer's agent directly. The Partner agrees to always send a report in writing on such conversations/meetings to the Xplanation project manager.
- 10.03 The Partner declares that they have no agreement with other parties which would prevent them from working as a subcontractor for Xplanation or that would require the Partner to obtain the prior consent of any other third party in order to work as a subcontractor for Xplanation.
- 10.04 No amendment or waiver of any provision of the Terms and Conditions, nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by the Parties, and then such waiver or consent shall be effective only in the specific instance or for the specific purpose given.
- 10.05 Example of a Work Specification:

Partner:	<partner name>
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Unless expressly mentioned in this Work Specification, the “General Terms and Conditions for the Purchase of Language Services” of Xplanation apply to this Work Specification. These Terms and Conditions are available on www.xplanation.com/gtacpartners.

Work Specification number	
Work title	
Work type	
Source language	
Target language	
Deadline	
Special instructions	
Project manager	
Phone number	
E-mail address	

Price per word	Number	Percentage	Price	Total
Category				
Repetition				
Context match				
100% match				
Fuzzy match (95-99%)				
Fuzzy match (85-94%)				
Fuzzy match (75-84%)				
MT proposal				
Sub-segment fuzzy match				
No match				
No text				

Total price, VAT excl.	
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Invoice to be made out to:
 Xplanation Language Services NV
 Interleuvenlaan 86
 3001 Leuven
 Belgium
 VAT: BE 0475425209

You can opt for invoicing on a monthly or fortnightly basis. This means you can submit a maximum of two invoices per month to Xplanation Language Services NV.

For invoicing payments to European bank accounts: you should include your IBAN number (International Bank Account Number) as well as your bank’s BIC code (Bank Identifier Code).

You can submit your invoices exclusively by uploading them on Tstream® Portal:
<http://tstream.xplanation.com/partner>

Paper copies or invoices sent by e-mail will not be processed.

Payment shall be made within 30 days of receipt of your correct invoice.