

Corporate

1095 Pingree Road, Suite 112
Crystal Lake, IL 60014
T: 815.479.1600
F: 866.816.0578

Sales

161 North Clark Street, 16th Floor
Chicago, IL 60601
T: 312.372.1600
F: 312.254.2121



Proposal Date: 7/19/2019
Proposal valid until: 8/29/2019
Account manager: Jennifer Alvarez-Marquardt
Email: Events@AtlasLS.com
Tel: (815) 479-1600
Version: 2

The following service subscription agreement (hereinafter referred to as the "Agreement") shall apply for companies' and other organizations' (hereinafter referred to as the "Customer") use of Atlas Language Services, Inc. (hereinafter referred to as "Atlas Language Services, Inc.") "Platform" (hereinafter referred to as the "Platform"). The order form, which contains details of the Customer's order (hereinafter referred to as the "Order Form").

Once the agreement is signed and returned, your account will be created within two (2) business days and one of my colleague will contact you directly.

You will also receive an e-mail containing log-in details for your unique partner profile where you will find all the tools and instructions for setting up the platform. If you require any help with the setup you can contact our Technical Support team during normal business hours the following ways:

Tel.:
US: +1 (815) 479-1600
Email: Events@AtlasLS.com
Hours: 8:30am – 5pm CST

Please check the order form details below carefully and insert any missing information:

Subscription and Payment

Contract Start Date	30th of August, 2019
Contract End Date	30th of June, 2020
Number of months	10 months
MID Plan Package	<p>\$11,500.00 USD flat rate for up to 4,000 yearly listeners hosting up to 100 events: Listening over Wi-Fi, Data, and/or Call-In included*</p> <p>Currently supporting two (2) dedicated call in numbers for Estancia & CMHS which is included in the original package.</p> <p>Optional fee - \$2,030.00 (\$7.00 per Call-in number per month) for up to 29 distinct dedicated call-in numbers.</p> <p>*If all 4,000 listener licenses are utilized, then we will bill \$2.87 per listener per day for each one over the 4,000 quota and if we exceed 100 events, the fee will be \$150.00 per event.</p>
Total contract value	\$11,500.00 USD
Billing frequency	Yearly

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Date of Invoicing	pending
Payment terms	10 days
Effective date	pending
Comment	Any additional onsite support will be an additional charge of \$500/per person per day, plus travel expenses.

Subscriber info:

Company name	Newport Mesa Unified School District
Billing address	2985 Bear Street, Costa Mesa, CA 92626
Billing email	Rhedegard@nmusd.us
Contact person(s)	Rose Hedegard
Contact telephone(s)	714.424.5000
Contact email(s)	Rhedegard@nmusd.us
Comment	

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LICENSE DETAILS

License Type: MID

License description: Designed for multiple audio streaming needs. Package includes live sound streaming via mobile data, call-in, online streaming (this allows participants to listen in from anywhere in the world) and statistics.

License range:

- ✓ Annual number of events with streaming needs: Up to 100
- ✓ Annual number of listeners: Up to 4,000
- ✓ Number of channels/languages: Up to 2
 - Note: Channels are used to stream audio from original languages or from interpreters (i.e. English & Spanish)
- ✓ Number of sessions happening at the same time: Up to 5
- ✓ Number of distinct call-in numbers: 2 provided, up to 29 available at an additional charge of \$7/per number per month per school.

Terms and Conditions:

By confirming this agreement you accept our standard terms and conditions, which is contained in this agreement.

July 22, 2019
Atlas Language Services, Inc.

Kevin J. McQuire
President & CEO

Date:
Newport Mesa Unified School District

By:

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Features category	Features list and description	Included
Listener Platform	Web browser *Only supports Chrome, Firefox, Opera	✓
	iOS mobile App	✓
	Android mobile App	✓
	Integrated App (coming soon) – integrate our mobile streaming feature with your existing web or mobile application. *the mobile app only supports Android; the internet version only supports Chrome	x
	Custom event agenda with multiple audio channels	✓
Interpreter platform, A/V friendly	Mac OS	✓
	Windows	✓
Audio for listener	Local Wi-Fi streaming – Stream interpretation from the interpreter's or original audio feed to the listener's phone via a Wi-Fi connection. Perfect for: - Avoiding roaming fees during international events - If the venue has limited data connection access	✓
	Online streaming – Stream the audio to the listener's phone via mobile data or other internet connection. - Listeners can access the interpretation or audio of the original language from anywhere in the world. - Ideal for presenting poster sessions.	✓
	Call-in – Allows listeners to access the original language of an event or a professional interpretation of it simply by using their phone.	✓

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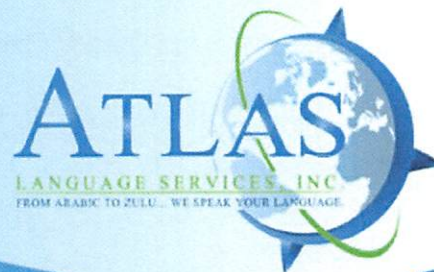
Audio for Interpreter	Online streaming for remote interpreters is like having a professional interpreter in your pocket! It allows you to participate in any event in the world. The audio is streamed to the interpreter who then streams the interpretation back to the listener's phone.	✓
	Onsite interpretation - this allows you to stream audio from onsite interpreters via laptop and microphone.	✓
Onboarding	Custom onboarding guide to installing our solution. <ul style="list-style-type: none">- Communication package- Best practices- Personal assistance - one-to-one training	✓
	Technical onboarding - Our team will test your network and ensure it is running smoothly before your event.	✓
	Communication material in all languages: intro slides for the beginning of the event, fliers, QR code to install the App, templates foremail.	✓
Support	Online FAQ	✓
	Online Support – Atlas support staff are readily available and easily reachable via chat, email and/or phone.	✓
	Onsite Support – Atlas team members or partners will be onsite at your event for immediate technical support and oversight.	✓

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SERVICE SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

1. TERMS & TERMINATION

- 1.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then current term.
- 1.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon ten (10) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Client will pay in full for the Services up to and including the last day on which the Services are provided.
- 1.3. Any Party may terminate this Agreement unilaterally upon thirty (30) days' notice.
- 1.4. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

2. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

3. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; (D) FOR ANY COPYRIGHT AND RELATED RIGHTS' INFRINGEMENTS IF THE CLIENT DID NOT OBTAIN ANY CONSENTS, PERMISSIONS AND/OR LICENSES NEEDED; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CLIENT TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY. IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub licensable by Client except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of law's provisions. [The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Client otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

5. SERVICES AND SUPPORT

- 5.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Client the Services. As part of the registration process, Client will identify an administrative user name and password for Client's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.
- 5.2. Subject to the terms hereof, Company will provide Client with reasonable technical support services in accordance with Company's standard practice.

6. RESTRICTIONS AND RESPONSIBILITIES

- 6.1. Client will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly in advance and in writing permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third (except cases expressly defined in this Clause); or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Client for use on Client premises or devices, Company hereby grants Client a non-exclusive license to use such Software during the Term only in connection with the Services. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

During the Term the Client shall be entitled to sell Services as a part of Client's own service to third parties. All terms and conditions of this Agreement and its annexes shall bedirectly applied to such Services and both Company and Client shall perform their obligations under this Agreement respectively. To other extent the license granted to the Client is non-transferable and non-sub licensable.

The Company may unilaterally immediately revoke Client's right to sell Services as a part of Client's own service to third parties by giving notice via email or registered mail in case of breach of this Agreement made by the Client.

- 6.2. Client represents, covenants, and warrants that Client will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable

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laws and regulations. [Client hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Client's use of Services. Although Company has no obligation to monitor Client's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

6.3. Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Client shall also be responsible for maintaining the security of the Equipment, Client account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Client account or the Equipment with or without Client's knowledge or consent.

7. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 7.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Client includes non-public data provided by Client to Company to enable the provision of the Services ("Client Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
- 7.2. Client shall own all right, title and interest in and to the Client Data, [as well as any data that is based on or derived from the Client Data and provided to Client as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
- 7.3. [Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom, recordings of the streamed translations), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.
- 7.4. Company shall have a right to record streamed translations without any separate consents, permissions and/or licenses automatically and such recordings shall be used solely for technical analysis by digital means and further developments of the Services. The Client is obliged to inform any speakers and other possible copyright holders about such automatic recordings and to obtain all necessary consents, permissions and/or licenses from them (including, but not limited, for streaming, translation and recording), if needed.

8. PAYMENT OF FEES

- 8.1. Client will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Client's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Client shall be billed for such usage and Client agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Client (which may be sent by email). If Client believes that Company has billed Client incorrectly, Client must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's Accounting Department.
- 8.2. Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Client shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

9. TERM & TERMINATION

- 9.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then current term.
- 9.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon ten (10) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Client will pay in full for the Services up to and including the last day on which the Services are provided.
- 9.3. Any Party may terminate this Agreement unilaterally upon thirty (30) days' notice.
- 9.4. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

10. WARRANTY & DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY DIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; (D) FOR ANY COPYRIGHT AND RELATED RIGHTS' INFRINGEMENTS IF THE CLIENT DID NOT OBTAIN ANY CONSENTS, PERMISSIONS AND/OR LICENSES NEEDED; OR (E) FOR ANY AMOUNTS THAT,

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www.EventInterpreting.com

www.AtlasLS.com

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TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CLIENT TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub licensable by Client except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Illinois, County of McHenry, without regard to its conflict of law's provisions. [The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Client otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

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Deposit Options:

- 1) Please charge the amount of \$_____ to my credit card. Please note that there will be an additional 4% surcharge added to the total cost if paying by credit card.

Visa

MasterCard

American Express

Discover

Card Number: _____

Name on the Card: _____

Expiration Date: _____

Security Code: _____

Signature: _____

Billing Address: _____

City, State, Zip _____

NOTE: Credit Card payments will incur a surcharge of 3% per credit card transaction.

Check

We will pay for the deposit by check/wire transfer.

_____ Check enclosed

_____ Photocopy of the check to be mailed is attached.

_____ We will pay by wire transfer within the next 24-hours.

Please forward payment to:

Atlas Language Services, Inc.
1095 Pingree Road, Suite 112
Crystal Lake, IL 60014

Wire Transfers:

Company Name:	Atlas Language Services, Inc.
Account Number:	1115001675899
Domestic Wire/Routing:	021000021
International Wire/Swift Code:	CHASUS33
ACH Payments:	071000013

Bank: JPMorgan Chase Bank, N.A.
Chicago, IL 60670

Signature: _____

Billing Address: _____

City, State, Zip _____