NORTH AMERICAN MASTER SERVICES AGREEMENT WITH

WARREN COUNTY SCHOOL DISTRICT

Language Line Services, Inc. (the "Company") and you, the Customer ("Customer" or "you"), agree that the terms and conditions shown below and in all attachments and addenda hereto will apply to the services provided by the Company to you under this Agreement.

TERMS OF SERVICE

1.	TERM OF AGREEMENT. This Agreement is a Master Services Agreement for all of the services currently offered by the Company (the "Services"). The terms and conditions for each of the Services are set out in the respective attachments to
	this Agreement as identified below in subsections 1.a. through 1.f. (the "Services Attachments"). Please indicate with your initials in the boxes provided those Services you currently are interested in receiving. Additional Services can be added in the future by incorporating an amendment to this Agreement.
	a. for Over-the-Phone (OPI) Services, Attachment A1 Interpreter Services Usage Charges & Schedule of Fees,
	b. for OnSite Services, Attachment A2, OnSite Interpreter Services Usage Charges & Schedule of Fees,
	c. for Translation and Localization Services, Attachment A3, Translation and Localization Customer Charges
	d. for Language Tests, Attachment A5a, LanguageLine Academy®, LLA Testing Fees, and
	e. for Testing of Interpreters, Attachment A5b, LanguageLine Academy®, LLA Testing Fees.
	f. for Training of Interpreters, Attachment A5c, LanguageLine Academy®, LLA Training Fees.
	g. for In-Language Services, Attachment A6 LanguageLine® Direct Response® Client Charges
	h. for Video Interpreting Services, Attachment A7, LanguageLine®InSight Video Interpreting Charges

This Agreement, and the Services you have selected, will become effective upon the signing by both parties of this Agreement and will continue in effect for the Initial Term (the "Initial Term") identified on the respective Services Attachments for each of the Services, unless earlier terminated as set forth in this Agreement. Upon the expiration of the Initial Term, this Agreement will be automatically renewed for successive one-year periods unless either party provides written cancellation notice to the other at least one hundred twenty (120) days prior to the expiration of the then-current Term. As used in this Agreement, each term after the Initial Term is a "Renewal Term" and the Initial Term and the total Renewal Terms are the "Term." Upon receipt of a timely cancellation notice by either party, this Agreement will terminate at the end of the then-current Term.

- 2. PAYMENT TERMS. Usage charges and fees for the respective Services are set out in the respective Services Attachments. Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Any disputed charges in an invoice must be identified to the Company within thirty (30) days of invoice issue date or will be waived by Customer. Customer shall not have the right to set-off any disputed amounts. Amounts subject to dispute once resolved either will be credited to Customer on the next invoice (if resolved in favor of Customer) or added to the next invoice (if resolved in favor of the Company) or as otherwise mutually agreed upon. Invoices will be sent to the Customer billing address shown in Attachment B, or to such other address as Customer may specify by giving written notice to the Company to the attention of Contracts Administration.
- 3. <u>USE OF SERVICES</u>. Customer warrants that (i) the Services will not be re-sold and (ii) Customer will not use the Services in any manner that may violate any applicable law, rule or regulation. Customer agrees to safeguard its Client Identification Number ("CIN") against use by unauthorized persons. Customer shall be solely and fully responsible for charges resulting from use of its CIN, whether or not such use is authorized by Customer.

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10/24/17

- 4. CONFIDENTIALITY. (a) the Company will not disclose any information provided by Customer or Customer's customers/clients, using the Services, including but not limited to personally identifiable information protected under federal and state laws to any person who is not the Company personnel, and will use such information only for purposes specifically contemplated in this Agreement. These obligations do not apply to information which is expressly identified by Customer as not being confidential or is in the public domain. (b) the Company and Customer will not disclose to any person who is not the Company personnel or Customer the terms and conditions of this Agreement or any of the information provided in any invoices or other documents or oral communications between the parties relating to Services. (c) If either party has been requested or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such then that party so compelled may disclose such information without liability after giving reasonable notice to the other party promptly to assert whatever objections the other party desires to prevent such disclosure within such deadlines are required by the governing statutes, rules or regulations.
- 5. <u>RELATIONSHIP OF PARTIES</u>. The parties are independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, any employee benefits (if applicable) and other similar taxes, benefits or charges.
- LIMITED WARRANTIES AND LIABILITY. THE COMPANY WILL PERFORM ALL SERVICES COVERED BY THIS AGREEMENT TO CUSTOMER IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. THE COMPANY MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 7 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO THE COMPANY WITHIN THE PREVIOUS 12 MONTHS AND EXCEPT AS IS PROHIBITED BY LAW OR SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. LIABILITY FOR DAMAGES SHALL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
- 7. INDEMNIFICATION. The parties each agree to hold harmless and indemnify the other party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one party asserted against the other party, or (c) the fraudulent or intentionally wrongful act of any kind by the employee or agent of one party resulting in damages to the other party. The Company maintains extensive insurance coverage for its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.
- 8. CUSTOMER AFFILIATES. This Agreement will apply to the named Customer. It will not apply to Customer Affiliates" (as defined below), unless such Affiliates are identified by name and location in Attachment B. If Customer will be paying for Affiliates' use, the Affiliates will use the Customer Identification Number assigned to Customer and all of the invoices for all Affiliate use of the Services will be sent to and paid for by Customer. If each Affiliate is responsible for paying its own use of Services, the Customer and each authorized Affiliate will be provided separate Client Identification Numbers and each Affiliate will be invoiced separately and will be responsible for payment of its use of the Services. All uses by an Affiliate shall be deemed to be subject to all of the terms and conditions of this Agreement and the word "Customer" shall be deemed to also

refer to each Affiliate. The parties agree that the term "Affiliate" means (1) a company, whether incorporated or not, which owns, directly or indirectly, a majority interest in Customer or (2) a company, subsidiary, or joint venture, whether or not incorporated, in which a 50% or greater interest is owned, either directly or indirectly, by Customer or its parent company.

- 9. <u>PUBLICITY.</u> Customer agrees that the Company may use Customer's name and/or corporate logo on the Company's website and marketing materials and upon the Company's reasonable request will provide a testimonial regarding the Company's services for use in the Company's marketing of its Services.
- 10. ASSIGNMENT. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except that the Company may assign its right to payment to an affiliated company and, either party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety.
- 11. TERMINATION. A party claiming the other party to be in breach of this Agreement may terminate this Agreement on thirty (30) days' written notice if the party claimed to be in breach does not cure the alleged breach, unless such breach is not curable in thirty (30) days in which case the party claimed to be in breach shall have a commercially reasonable time to cure the breach. Upon termination of this Agreement for any reason, Customer shall pay, within thirty (30) days of invoice, charges for all Services rendered prior to the effective date of termination. Any disputed charges shall be resolved by Customer and the Company within that thirty (30) day period and any adjustment paid or credited within thirty (30) days thereafter.
- 12. ACQUISITION OR MERGER OF CUSTOMER. If Customer is acquired by or merged into another Company customer, or acquires another Company customer, the terms and conditions of this Agreement, including pricing as set out in the applicable Services Attachments, shall remain unaffected.
- 13. ADDITIONAL TERMS. (a) WAIVER OR DELAY. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. (b) SURVIVAL OF OBLIGATIONS. The obligations of the parties under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration. (c) NO THIRD PARTY BENEFICIARIES. Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of the Company to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Services are provided, and does not provide any third party with any right, privilege, remedy, claim or cause of action against the Company, its affiliates or their respective successors. (d) CHOICE OF LAW. Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. (e) BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction. (f) CONSTRUCTION. This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed against either party based on the attribution of drafting by either party. (g) COUNTERPARTS; HEADINGS. This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all parties. The Headings have no substantive effect and are used merely for convenience. (h) FORCE MAJEURE. A party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments then owing when due. (i) NOTICES. All notices to be given under this Agreement must be in writing and addressed as follows: to the Company at the address shown below and to Customer at the most current address provided to the Company, and sent by first class mail, postage prepaid or by facsimile or by overnight courier, and is effective upon deposit with the post office or the overnight courier (such as FedEx, DHL, etc.) or if sent by facsimile, by the receipt of the facsimile, except that any notice of termination under Paragraph 11 or any notice of cancellation under Section 1 or notice of different or changed address must be sent by overnight courier or by facsimile.
- 14. ENTIRE AGREEMENT. This Agreement and all of its Attachments is the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

The person signing this Agreement on behalf of Customer certifies that such person has read and understands all of its terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree that the delivery of the signed service agreement by facsimile or e-mail, or use of a facsimile signature or other similar electronic reproduction of a signature or electronic signature shall have the same force and effect of execution and delivery as an original signature, and in the absence of an original signature, shall constitute the original signature.

Customer Name: Warren County School District	Language Line Services, Inc.	
Accepted by (signature):	Accepted by (signature):	
Name (type or print):	Name (type or print):	
Title (type or print):	Title (type or print):	
Date: >\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Date	
Prenared by: Alisa V. Smith	Phone Number: 831-648-7174	Date: 10/18/17

Interpretation Attachment A1

CUSTOMER NAME: (Parent Company): Commonwealth of Penn Various Accts CLIENT (affiliate) Warren County School District

CUSTOMER #17815 INITIAL TERM: 1 Year(s)

ENROLLMENT & SETUP PACKAGES:

PER MINUTE USAGE CHARGES/RATES:

TIERS	LANGUAGES	PEAK*	NON-PEAK*
1	Spanish	\$1.85	\$1.85
2	Chinese (Mandarin and Cantonese), French, Japanese, Polish, Russian, Vietnamese	\$2.00	\$2.00
3	Armenian, Cambodian, German, Haitian Creole, Italian, Korean, Portuguese	\$2.00	\$2.00
4	Farsi, Tagalog, Thai, Urdu and all other languages	\$2.00	\$2.00

- There is no charge for standard toll-free access to Language Line Services.
- · Per minute rates do not include international calls.
- · Price is based on one minute rounding.

VOLUME SURGE: Language Line Services reserves the right to assess 15% surcharge for months in which defined surges in volume occur unless the customer has notified Language Line Services two weeks in advance of the anticipated increase. A volume surge is defined as a 10% increase in minutes of use from the previous day and the amount of increase is over 5,000 minutes per day.

Minimum ChargeLLS will bill a monthly minimum charge per client identification number (\$400 waived) \$0
Platform access(\$.25 per call Waived) \$0

FCC SURCHARGE AND FEES: Fees to third party telecommunications service providers that LLS has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC).

FINANCE CHARGE: Applied to any past due balances. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law.

PLEASE NOTE: This document is the sole document that reflects pricing for your account. This document must be signed by an authorized representative from your company. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes will be made on next full monthly billing cycle.





LanguageLine Solutions™

Interpretation Attachment A1

Available Options (Select one or more options below by checking the "o")

BILLING OPTIONS:	
o Electronic Bill	
Hierarchical Bill / Month	
Custom billing fee (per invoice, per month)	
Historical Invoices over 90 days (per monthly invoice reques	
o Paper Bill	\$10.00
CUSTOM REPORTING OPTIONS:	#050 #
Custom Report Setup (per hour)	
Custom report maintenance	
SERVICE OPTIONS:	
Custom 800 line maintenance	
o Custom 800 line setup	\$150
Custom greeting maintenance	
o Custom Greetings setup	\$50
o Custom recording for redirection of old/abandoned number	
 Custom recording for redirection of old/abandoned number. 	\$10/month
 Long distance dial out charge: Applied per dial out (in addition 	
OPTIONAL TRAINING ASSISTANCE AND MATERIALS:	
O Buddy Tags (50 tags per set)	\$50
Customized Reference and Support Materials Development	(per hour) \$179
O Desk Top Displays (each)	
o In language marketing tools and "hold please" training kits	\$20
Language ID Cards (each set of 50)	\$4Q
O Posters (each)	
Quick Reference Guides and Wallet Cards (0-50)	
O Quick Reference Guides and Wallet Cards (0-30)	
o Training / Awareness assistance (telephone/per session)	
OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME	
o Applied per appointment	\$100
Cancollation per appointment	
Client Name: Warren County School District Lang	uage Line Services, Inc.
Accepted by (signature): Accepted	ted by (signature):
Name (type or print): Amy 1. Stewart Name	: Michael F. Schmidt
	Chief Financial Officer
Date: LOIZ4117 Date:	

Prepared: A Smith Phone: 831-648-7174

LanguageLine Solutions

Attachment B Client Contact Information

V-9 and if com or via fax:
dministrat
3571
anabb
571
45

4233
1.00
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LanguageLine Solutions

Attachment B Client Contact Information

ne interpreter service (estimated):				
Fax Exempt: ☐ No Yes. If yes, please include a copy of tax exempt letter or certificate with application.				
rder and/or provide PO #:				
Agreement (if applicable) will ensure a speedy activation of your account				
person has read and acknowledged all terms and conditions, that he or additions, and is fully authorized to execute this Agreement on behalf of Both parties agree the delivery of the signed service agreement by at of execution and delivery as the original signature.				
Language Line Services, Inc.				
Accepted by (signature):				
Name:				
Name:				
Date:				

REV-1220 AS + (9-08)(I)



BUREAU OF BUSINESS TRUST FUND TAXES PO BOX 280901 HARRISBURG, PA 17128-0901

PENNSYLVANIA EXEMPTION **CERTIFICATE**

CHECK ONE:

STATE OR LOCAL SALES AND USE TAX

☐ STATE OR LOCAL HOTEL OCCUPANCY TAX

☐ PUBLIC TRANSPORTATION ASSISTANCE TAXES AND FEES (PTA)

VEHICLE RENTAL TAX (VRT)

(Please Print or Type)

This form cannot be used to obtain a Sales Tax License Number, PTA License Number or Exempt Status.

> Read Instructions On Reverse Carefully

	411	IS	FORM MAY BE PHOTOCOPIED - VOID	UNLESS COMPLET	E INFORMATION IS	SUPPLIED		
СНЕ	CHECK ONE: PENNSYLVANIA TAX UNIT EXEMPTION CERTIFICATE (USE FOR ONE TRANSACTION) PENNSYLVANIA TAX BLANKET EXEMPTION CERTIFICATE (USE FOR MULTIPLE TRANSACTIONS)							
Nam	Street Language Line Com State ZIP Code							
Stree	t			City	State	ZIP Code		
NOT or tra	NOTE: Do not use this form for claiming an exemption on the registration of a vehicle. To claim an exemption from tax for a motor vehicle, trailer, semi-trailer or tractor with the PA Department of Transportation, Bureau of Motor Vehicles, use one of the following forms:							
		FC	DRM MV-1 Application for Certificate of Title (first time regist	rations)				
		FC	ORM MV-4ST Vehicle Sales and Use Tax Return/Application	for Registration (other regist	rations)			
Prop chec	k the d	nd s	ervices purchased or leased using this certificate are exemesponding block below and insert information requested.)	pt from tax because: (Select	t the appropriate paragraph fr			
			Property or services will be used directly and predominately					
		2.	Purchaser is a/an:					
		-	Property will be resold under License Number (If purchaser does not have a PA Sales Tax License Number, include a statement under Number 7 explaining why a number is not required.)					
	X	4.	Purchaser is a/an: Non-Profit Educational Institution holding Exemption Number 76-62830-7					
ř		5.	Property or services will be used directly and predominately by purchaser performing a public utility service. PA Public Utility Commission PUC Number and/or US Department of Transportation MC/MX					
		6.	Exempt wrapping supplies, License Numberinclude a statement under Number 7 explaining why a num	(If purc	haser does not have a PA Sa	les Tax License Number,		
		7.	Other					
			(Explain in detail. Additional space on reverse side.)	e				
I am authorized to execute this Certificate and claim this exemption. Misuse of this Certificate by seller, lessor, buyer, lessee, or their representative is								
	punishable by fine and imprisonment. Name of Purchaser or Lessee Signature EIN Date			Date				
WARREN COUNTY SCHOOL DISTRICT 25-1157816 25-1157816				10/24/17				
Street				City	State	ZIP Code		
6820 MARKET ST			T ST	RUSSELL	PA	16345		

1. ACCEPTANCE AND VALIDITY:

For this certificate to be valid, the seller/lessor shall exercise good faith in accepting this certificate, which includes: (1) the certificate shall be completed properly; (2) the certificate shall be in the seller/lessor's possession within 60 days from the date of sale/lease; (3) the certificate does not contain information which is knowingly false; and (4) the property or service is consistent with the exemption to which the customer is entitled. For more information, refer to Exemption Certificates, Title 61 PA Code §32.2. An invalid certificate may subject the seller/lessor to the tax.

2. REPRODUCTION OF FORM:

This form may be reproduced but shall contain the same information as appears on this form.

3. RETENTION:

The seller or lessor must retain this certificate for at least four years from the date of the exempt sale to which the certificate applies. DO NOT RETURN THIS FORM TO THE PA DÉPARTMENT OF REVENUE.

4. EXEMPT ORGANIZATIONS:

This form may be used in conjunction with form REV-1715, Exempt Organization Declaration of Sales Tax Exemption, when a purchase of \$200 or more is made by an organization which is registered with the PA Department of Revenue as an exempt organization. These organizations are assigned an exemption number, beginning with the two digits 75 (example: 75-00000-0).