



MASTER SERVICE AGREEMENT

CUSTOMER INFORMATION

| | | | |
|--|-----------------------|---|------------|
| Customer Name: | | | |
| First Name of Primary Contact: | | Last Name of Primary Contact: | |
| Email Address of Primary Contact: | | Phone Number of Primary Contact: | |
| Mailing Address of Primary Contact: | | | |
| | Address Line 1 | Suite/Apt | |
| | | | |
| | Address Line 2 | City | |
| | State | | Zip |
| Purchase Order*: | | | |
| *If applicable | | | |

COMPANY INFORMATION

Company Name: Certified Languages International, LLC
an Oregon limited liability company

Company Address: 4800 SW Macadam Avenue, Suite 400
Portland, OR 97239

Company Phone Number: (503) 484-2425

Company EIN: 93-1220817

Account Representative: Alex Carney
AlexC@CertifiedLanguages.com
(800) 362-3241, ext. 357
(503) 484-2357 fax

Support Representatives: Jeni Luu Keturah Wilder
JeniL@CertifiedLanguages.com KWilder@CertifiedLanguages.com
(800) 362-3241 ext. 356 (800) 362-3241 ext. 339



TERMS AND CONDITIONS

This Service Agreement ("Agreement") is dated _____ ("Effective Date") between Certified Languages International, LLC, an Oregon limited liability company ("CLI" or "Company") and _____ ("Customer").

Customer and Company are hereinafter referred to individually as a "Party" and collectively as "Parties." Customer desires to retain Company to provide professional services, including certain interpreting and translation services, as requested by Customer based upon the following Terms and Conditions.

1. Services

1.1 Services. Customer retains Company to provide over-the-phone interpreting services and/or video remote interpreting services and/or document translation services and/or assessment services (individually or collectively, the "Services"), as specified in Schedule B.

2. Privacy and Data Security

2.1 Processing Customer Data. In the course of delivering the Services for Customer, Company collects the data necessary for determining billing and authorization information (e.g., Company ID, date, time of call, department ID, authorization ID) and, if requested, the data associated with the Services (for example, a translation document). All such data is referred to as "Customer Data."

2.1.1 Company will at all times collect and process Customer Data only in accordance with the instructions of the Customer Contact, as set forth in Schedule A and as communicated in writing from time to time.

2.1.2 Subject to the terms of this Agreement, telephone interpreting calls may be recorded for billing and internal quality control purposes only. Recordings are encrypted and managed on a secure server with custom software, and are for CLI internal utilization only.

2.2 Disclosing Customer Data. Company will not disclose, copy, reproduce, or transfer Confidential Information, including Customer Data, to any third party, for any reason, without the prior permission in writing of Customer except where such disclosure or transfer is required by any applicable law, regulation, or governmental authority.

2.3 Technical and Organizational Measures.

2.3.1 Company will ensure that technical and organizational measures are adopted (a) to protect Customer Data against accidental, unauthorized, or unlawful destruction, loss, damage, alteration, disclosure, access, and processing; and (b) as required by any applicable data protection law.

2.3.2 Company will inform Customer Contact in writing within 24 hours of any accidental or unlawful destruction or accidental loss or damage, alteration, unauthorized disclosure, or access to the Customer Data.

3. **Compensation**

3.1 **Compensation.** In consideration for Company providing the Services hereunder, Customer shall pay Company in accordance with the fees and payment schedule set forth in Schedule A and Schedule B.

4. **Term and Termination**

4.1 **Termination.** This Agreement commences on the Effective Date and may be terminated by either Party for any reason or no reason with thirty (30) days' written notice to the other Party. Notwithstanding anything contained in this Agreement to the contrary, Customer may terminate this Agreement immediately upon notice to Company upon the happening of any of the following events: (a) continuous and repeated problems occur in connection with the performance of the Services; and/or (b) Company breaches and/or otherwise fails to perform any Company representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by Customer at Customer's sole discretion.

4.2 **Effect of Termination.** Termination of this Agreement shall not affect any rights or obligations accrued by either Party prior to termination.

5. **General Warranties**

Except for the express warranties in this Agreement, Company expressly disclaims all warranties with respect to the Services, express and implied, including but not limited to the warranty of merchantability and the warranty of fitness for a particular purpose. Subject to the immediately preceding sentence, in addition to any other Company representation, warranty, and/or covenant contained in this Agreement, Company represents, warrants, and covenants the following to Customer:

5.1 **Compliance.** Company represents and warrants that it currently complies with and covenants that it shall continue to comply with all applicable federal, state, and local laws, regulations, ordinances, and guidelines applicable to the Services, which shall include but are not limited to all privacy laws. Company has obtained and shall maintain any licenses, permits, or registrations necessary for Company to be able to perform the Services under this Agreement.

5.2 **HIPAA.** Company represents and warrants that it currently complies with and covenants that it shall continue to comply with the federal laws and regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) governing the use and/or disclosure of individually identifiable health information. Company is aware that healthcare Customers will be required to be in compliance with those regulations as promulgated under HIPAA, including but not limited to entering into a Business Associate Agreement (BAA) with Customer, if applicable.

5.3 **Privacy Shield.** To the extent applicable to the Services, Company agrees that it will fully and accurately satisfy its responsibilities, as the provider of Services covered by this Agreement, under the Privacy Shield regulations.

5.4 **Eligibility.** Company represents and warrants that it is not and covenants that it shall continue to not be disbarred or suspended, proposed for disbarment or declared ineligible for award, of contracts by any federal agency.

- 5.5 Quality of Services.** Company will perform the Services to the best of Company's ability, diligently, in good faith, in a professional manner, and consistent with the Terms and Conditions contained in this Agreement. Company shall provide personnel, agents, or contractors with the level of skill, expertise, and training consistent with industry standards to provide the Services. Company will be solely responsible for the Services. Company will make all decisions called for promptly and without unreasonable delay. All materials and documents prepared by Company will be accurate, complete, unambiguous, and prepared properly.

6. Confidential Information

- 6.1 Definition.** "Confidential Information" means any and all information provided to a Party by the other Party or other information, which a Party otherwise gains access to during the course of its performance under this Agreement, regardless of whether such information is labeled or otherwise identified as being confidential. Without limiting the generality of the foregoing, Confidential Information shall include a Party's trade secrets, techniques, processes, procedures, costs, prices, finances, marketing plans, business opportunities, Customer Data, and Customer Information. Confidential Information shall not include data or information that (a) was in the public domain at the time it was disclosed or falls within the public domain, except through the fault of the receiving Party; (b) was known to the receiving Party at the time of disclosure without an obligation of confidentiality, as evidenced by such Party's written records; (c) was disclosed after written approval of the disclosing Party; (d) becomes known to the receiving Party from a source other than the disclosing Party without an obligation of confidentiality; or (e) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information, as evidenced by such Party's written records.
- 6.2 Ownership and Disclosure.** Customer and Company each retains all rights, title, and interest in its own respective Confidential Information. During the term of this Agreement and for a period of seven (7) years thereafter, the receiving Party shall not (a) without first obtaining the consent of the disclosing Party, disclose to any third party any Confidential Information; or (b) without the consent of the disclosing Party, use the Confidential Information for any purpose not specified in this Agreement. The receiving Party shall notify the disclosing Party promptly of any unauthorized disclosure of the Confidential Information and assist the disclosing Party in remedying any such unauthorized disclosure. Each Party agrees that all persons having access to the Confidential Information of the other Party under this Agreement will abide by the confidentiality obligations set forth in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, nothing contained in this Agreement shall be construed to restrict or prohibit the Parties from disclosing Confidential Information as required by law or court order or other governmental order or request, provided in each case the Party requested to make such disclosure shall timely inform the other Party, to the extent allowed by law, and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, the disclosing Party shall permit the other Party to attempt to limit such disclosure by appropriate legal means.
- 6.3 Remedy.** The Parties acknowledge that in the event of a breach of any of the confidentiality provisions of this Agreement, the non-breaching Party shall be entitled to injunctive or other similar relief. In the event the non-breaching Party



seeks to enforce the confidentiality provisions of this Agreement by obtaining temporary or permanent injunctive relief, the breaching Party waives any requirement that bond be posted.

7. Indemnification

7.1 By Company. Company agrees to indemnify, defend, and hold Customer and its Affiliates and their respective employees, directors, officers, and agents harmless against any third-party claim, liability, damages, losses, judgment, and other expense (including but not limited to reasonable attorneys' fees and court costs, each a "Liability"), arising out of or resulting from any third-party claims made or proceedings brought against Customer to the extent such Liability arises from Company's gross negligence or willful misconduct, breach of its representations and/or obligations in this Agreement, or violation of applicable law.

7.2 Requirements. To receive the indemnities set forth in this Agreement, Customer shall (a) promptly notify the Company in writing of a claim or suit, provided, however, that the failure to provide such notice shall not affect Customer's rights hereunder except in the event and to the extent Company is prejudiced by such failure; (b) provide reasonable cooperation; and (c) permit the Company sole control of the defense and settlement of the claim. No settlement or compromise shall be binding on Company without its prior written consent, which consent shall not be unreasonably withheld.

8. Insurance

8.1 Insurance. Company shall, at its own cost and expense, obtain and thereafter maintain in full force and effect the following insurance during the term of this Agreement:

- (a) **Workers' Compensation Insurance** with statutory limits and Employer's Liability coverage with statutory limits, as required by applicable law in Company's jurisdiction.
- (b) **General Liability Insurance** with a minimum limit of one million dollars (\$1,000,000.00) per occurrence and a two million dollar (\$2,000,000.00) aggregate.
- (c) **Umbrella Liability Insurance** with a five million dollar (\$5,000,000.00) limit.
- (d) **Professional Liability Insurance** with a five million dollar (\$5,000,000.00) limit.
- (e) **Cyber Liability Insurance** with a two million dollar (\$2,000,000.00) limit.

9. Miscellaneous

9.1 Use and Non-Solicitation. Customer shall not, for any reason, use Company's interpreters for illegal or improper purposes. During the term of this Agreement and one (1) year thereafter, Customer and Company are expressly prohibited from soliciting each other's contracted interpreters, employees, officers, and agents for the purpose of terminating an existing relationship between such interpreter,



employee, officer, or agent with the other Party, without the express written consent of the other Party. The foregoing restriction shall not apply to the employment of any person who responds to any general recruitment advertisement by a Party in the normal course of business, without specifically targeting or approaching the personnel of the other Party. The Parties expressly agree that a breach of any provision of this Section 9.1 shall entitle the injured Party to injunctive relief and/or monetary damages.

- 9.2 Modification; Waiver.** This Agreement may not be modified or amended except by a written instrument signed by both Customer and Company. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the Party against whom the waiver is asserted. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited in this Agreement.
- 9.3 No Third-Party Beneficiaries.** This Agreement has been entered into for the mutual benefit of Company and Customer and in no event will any third-party benefits or obligations be created thereby.
- 9.4 Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original for purposes of this Agreement.
- 9.5 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any action or arbitration initiated to enforce a provision of this Agreement shall be made in Multnomah County, Oregon.
- 9.6 Independent Contractor — Consultant Relationship.** Company's status under this Agreement is that of an independent contractor. All Company personnel shall be employees or independent contractors of Company and shall not be deemed an employee, agent, partner, or joint venturer of Customer for any purpose whatsoever. Neither Company nor any Company personnel shall have any authority to bind or act on behalf of Customer. Customer shall have no duty or responsibility to withhold income tax or social security tax, or pay workers' compensation insurance premiums, unemployment compensation, or any fringe benefit incident to employer-employee relations to Company or to any interpreter.
- 9.7 Assignment.** Neither Party may assign this Agreement or any interest herein, or delegate any of its duties hereunder, to any third party without the prior written consent of the other, except that such consent will not be required in connection with a transfer of all or substantially all of such Party's business and assets. Any attempted assignment or delegation without such consent or outside the context of an asset sale shall be null and void.
- 9.8 Injunctive Relief.** The Parties agree that injunctive relief is appropriate in enforcing the confidentiality and non-solicitation provisions of this Agreement.
- 9.9 Attorneys' Fees.** In any dispute, proceeding, appeal, or review arising from this Agreement or an alleged or threatened breach hereof, the prevailing Party shall be entitled to recover costs and reasonable attorneys' fees. If this Agreement is placed in the hands of an attorney as a result of any breach hereof, the non-breaching



Party shall be entitled to recovery of costs and reasonable attorneys' fees including those incurred in the collection of any monies owed.

- 9.10 Force Majeure.** Neither Company nor its Affiliates shall be liable in any way for any loss, damage, delay, or failure of performance resulting directly or indirectly from any cause that is beyond that Party's reasonable control, including but not limited to: fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, product or transportation facilities, fuel or energy shortages, acts or omissions of communication carriers (including, without limitation, local exchange companies), or any other cause beyond the Party's reasonable control, whether or not similar to the foregoing, provided, however, that Company will provide immediate notice to the other Party of such force majeure event and either Party may terminate this Agreement by giving notice to Company if such force majeure event continues for fifteen (15) days.
- 9.11 Severability.** If any of the provisions of this Agreement is or becomes illegal, unenforceable, or invalid (in whole or in part for any reason), the remainder of this Agreement shall remain in full force and effect without being impaired or invalidated in any way.
- 9.12 Limitation of Liability.** Neither Party will be liable to the other Party for indirect, special, punitive, incidental, statutory, or consequential damages (including but not limited to replacement costs, lost profits, revenues, or savings) arising out of or relating to this Agreement, whether based on contract, tort (including negligence and strict liability), or any other legal or equitable theory, even if the Party has been advised of the possibility of such damages and even if a remedy set forth in this Agreement is found to have failed its essential purpose. The fees stated herein reflect the allocation of risk, and neither Party would enter into this Agreement without these limitations of liability. Neither Party's liability under this Agreement will exceed five thousand dollars (\$5,000.00). These limitations of liability will not apply to (a) breach of a Party's confidentiality and non-solicitation obligations; (b) Customer's breach of use restrictions of Sections 9.13 and/or 9.14; (c) fees due from Customer; or (d) a Party's violation of HIPAA or applicable laws, or breach of its obligations under a Business Associate Agreement.
- 9.13 Prohibited Use of Service.** The following uses of Services are prohibited: The transmission of any message or other material that constitutes an infringement of any copyright or trademark; an unauthorized disclosure of a trade secret; the transfer of information or technology abroad in violation of any applicable export law or regulation; a violation of Section 223 of the Communications Act of 1934, as amended, 47 U.S.C. Section 223, or other criminal prohibitions regarding the use of devices by which Services are accessed to transmit obscene, threatening, harassing, or other messages specified therein; a libelous or slanderous statement; or a violation of any other applicable statute or government regulation.
- 9.14 Unauthorized Use of Service.** Customer agrees to safeguard its customer account code against use by unauthorized persons. Customer shall be solely and fully responsible for charges resulting from use of its customer account code, whether or not such use is authorized.



- 9.15 Notice.** All notices required or contemplated to be sent hereunder will be deemed sufficient and delivered if in writing one (1) business day after being sent by a reputable overnight courier with package tracking capabilities, or three (3) business days after being sent by registered or certified mail. All notices should be sent to the addresses and indicated contacts as listed in Schedule C.
- 9.16 Survival.** The Terms and Conditions of this Agreement, which by their nature require performance by either Party after the termination or expiration of this Agreement, including but not limited to limitations of liability, exclusions of damages, obligations of confidentiality, and indemnities, will be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.
- 9.17 Entire Agreement.** This Agreement, including the attached Schedules, Business Associate Agreements or other compliance documents as applicable, all of which are herein incorporated by this reference, contains the entire understanding of the Parties with respect to the matters herein contained and supersedes all previous agreements and undertakings with respect thereto.



SCHEDULE A

CUSTOMIZED BILLING

Certified Languages International (CLI) provides customized billing that allows customers to track usage of interpreting services. Information gathered from callers for each interpreting session will appear with each call on your monthly invoice.

Your invoice for interpreting services will automatically include the date, time, length, total cost, and language needed for each call. In addition to the information above, CLI can collect up to **four** additional pieces of information for the call. Please enter the information you wish to be collected below.

NOTE: If you indicate "YES" (required for billing), your employee/agent will NOT be connected to an interpreter without this information. If we should connect your employee/agent regardless of them having the particular piece of information, please indicate "NO."

| Information to Be Collected | Required for Billing? | | |
|--|---------------------------------|--------------------------------|--|
| 1. | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |
| 2. | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |
| 3. | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |
| 4. | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |
| <p>If "YES" to any of the above, please provide below the name and phone number of a contact within your company who callers can be referred to should they not have the billing information required for connection.</p> | | | |
| First Name of Contact: | | Last Name of Contact: | |
| Phone Number of Contact: | | | |

SCHEDULE B

PRICING AND TERMS OF SERVICE

Certified Languages International (CLI)'s Services are priced on a per-use basis with no monthly minimums. All invoice terms are Net 30; 1.0% accrued interest on balances exceeding thirty (30) days. All fees and reimbursements are to be made in U.S. dollars and exclude sales, use, or other applicable tax. Pricing is listed below by Service type. Any dispute on an invoice needs to be made to Company no later than ninety (90) days of when the Service was rendered; otherwise Company is not obliged to issue a credit on the disputed portion of invoice.

Service 1 — Telephone Interpreting Services: Customers are connected to interpreters 24/7/365. The Services shall be performed by Company in a manner consistent with the degree of quality and skill that is standard in the language interpreting services industry. Company warrants and represents that it can provide telephone interpreting services for approximately 200 unique languages, and that the average length of time to connect to the interpreter upon Company's receipt of a call shall not exceed the industry standards. CLI provides third-party dial-out within the borders of the U.S. and Canada for \$US 0.15 per minute, in addition to the standard per-minute pricing listed below.

Phone Recordings: Telephone interpreting calls may be recorded for internal quality assurance purposes only. By checking the box below, you are requesting that your sessions *not* be recorded.

I request that my telephone interpreting sessions not be recorded.

CLI's telephone interpreting services under Service 1 include the following:

■ **On-Demand Telephone Interpreting Services:** Customers are connected to interpreters 24/7/365, on demand. Billing is conducted on a per-minute basis and commences once an interpreter is connected to the call. Billing terminates when either the interpreter or Customer ends the call, effectively terminating the telephone interpreting session.

■ **Pre-Scheduled Telephone Interpreting Services:** Customers may schedule telephone appointments with interpreters in specific languages. There is a minimum fee equal to **30 minutes** regardless of actual time spent during the interpreting session. There is also a **30-minute** cancellation fee if cancellation is not received 24 hours before the scheduled session. If an interpreter has not been assigned to a call and the call is cancelled, the minimum fee will not apply. Billing for pre-scheduled appointments is based on a per-minute basis and commences at the original scheduled time, unless provisions for a delayed start time are made 24 hours in advance. Billing terminates when either the interpreter or Customer ends the call, effectively terminating the telephone interpreting session.

Late Policies: Interpreters will wait up to 30 minutes past the original scheduled start time for a pre-scheduled appointment to start. Upon request, an interpreter will hold up to one hour past the scheduled time.

| Per-Minute Pricing for Service 1, Telephone Interpreting Services | |
|---|-----------|
| All spoken languages | \$US 1.30 |

| One-Time, Flat Implementation Fee for Service 1, Telephone Interpreting Services | |
|--|--------------------|
| Fee for call procedure set-up, payable upon completion of implementation | \$US 0.00 – Waived |

Service 2 — Video Remote Interpreting (“VRI”) Services: Once implemented, Customer may access video remote interpreting services, in which Customer (or agent of Customer) is at a video device (which might include but is not limited to a video phone device, tablet device, or video-equipped computer) and is remotely connected to an interpreter for American Sign Language and/or spoken language interpreting. Video remote interpreting sessions are never recorded, for any reason. Billing is conducted on a per-minute basis and commences once an interpreter is connected to the video interpreting session. Billing terminates when either the interpreter or Customer ends the video remote interpreting session.

| Per-Minute Flat Rate Pricing for Service 2, Video Remote Interpreting Services | | | |
|--|-----------|--------------------------------------|------------------------|
| Language | Spanish | Other Spoken Languages (Non-Spanish) | American Sign Language |
| Price | \$US 2.00 | \$US 2.00 | \$US 2.50 |

Service 3 — Written Document Translation Services: Each written document translation project is priced based on word count, language, and document software platform. An authorized User will be required to send an email to CLI’s Manager of Translation Services (translations@certifiedlanguages.com) authorizing the work to be done and specifying any special requirements related to the translation, including but not limited to special confidential handling of the document. Cost estimates provided by CLI are approximate. Additional fees may be charged for special formatting and/or for expedited delivery; however, any additional fees will be quoted up front.

Service 4 —Assessment Services: Customer retains Company to provide assessment services via telephone. The Services are a tool to aid the Customer with assessing interpreting skills. The assessment will only rate the interpreting skill level of an individual and will not determine whether the individual passed or failed the test. The Customer is solely responsible for determining how to interpret and act upon the results of the testing.

| Pricing for Service 4, Assessment Services | |
|--|----------------------------|
| Interpreting Skills Assessment | \$US 200.00 per assessment |

“No-Show” Policy: CLI’s test administrator will wait up to 10 minutes past the original scheduled start time for the assessment appointment. After that, if the individual taking the assessment is not present, there will be a fee equal to half the cost of the assessment.



SCHEDULE C

ADDITIONAL CONTACT INFORMATION

| Customer Contract Contact | | | |
|---|-----------------------|--|--|
| Customer Name: | | | |
| First Name of Contract Contact: | | Last Name of Contract Contact: | |
| Email Address of Contract Contact: | | Phone Number of Contract Contact: | |
| Mailing Address: | | | |
| | Address Line 1 | Suite/Apt | |
| | | | |
| | Address Line 2 | City | |
| | | | |
| | State | Zip | |

| Company Contract Contact |
|---|
| <p>Certified Languages International, LLC 4800 SW Macadam Avenue, Suite 400 Portland, OR 97239 Attn: Contract Manager — for legal notifications and contract information Attn: Chief Compliance Officer — for HIPAA and compliance</p> |

| Customer Billing Notice and Invoices | | | |
|--|-----------------------|---|--|
| First Name of Billing Contact: | | Last Name of Billing Contact: | |
| Email Address of Billing Contact: | | Phone Number of Billing Contact: | |
| Mailing Address of Billing Contact: | | | |
| | Address Line 1 | Suite/Apt | |
| | | | |
| | Address Line 2 | City | |



| | | |
|--|--|------------|
| | | |
| | State | Zip |
| Additional Email Address for Electronic Invoices: | <hr/> <input type="checkbox"/> Check if this email address goes to an automated billing system | |
| Additional Email Address for Electronic Invoices: | <hr/> <input type="checkbox"/> Check if this email address goes to an automated billing system | |
| Additional Email Address for Electronic Invoices: | <hr/> <input type="checkbox"/> Check if this email address goes to an automated billing system | |

| Company Billing Notices | |
|---|--|
| Certified Languages International, LLC 4800 SW Macadam Avenue, Suite 400 Portland, OR 97239 Attn: Accounting payments@certifiedlanguages.com | |



SIGNATURES

Customer and Company have caused this Agreement to be duly executed as of the Effective Date.

Effective Date: _____

Customer:

Company:

Certified Languages International, LLC

Signature:

Name:

Title:

Signature:

Name:

Title:
