



BLAINE COUNTY HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date: Staff Member:

Agenda Item:

Recommended Motion:

"I move to approve LanguageLine services for BCHA communications."

Reasons for Recommendation:

- The BCHA fields calls and provides information to non-English speakers, having LanguageLine services would allow information to be more accurately provided, reducing inaccuracies, delays and frustration.
- Serving our diverse community is challenging without bilingual staff. Once bilingual staff are a part of BCHA staff, the LanguageLine services would be used when they are unavailable.

Policy Analysis and Background (non-consent items only):

Currently there are no bilingual staff members that provide communications for the BCHA. Blaine County is comprised of 26% non-White ethnic groups and while many of these individuals may speak English, LanguageLine services would help any that do not, ensuring BCHA provide an equal opportunity to non-English speakers.

Attachments:

1. Resolution 2023-09
2. Statement of Work: LanguageLine Phone Interpreting
3. Statement of Work: LanguageLine Translation and Localization
4. Language List
5. Master Service Agreement

RESOLUTION No. 2023-09

BEFORE THE BOARD OF COMMISSIONERS
OF THE BLAINE COUNTY HOUSING AUTHORITY
BLAINE COUNTY, IDAHO

A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS TO CONTRACT
WITH LANGUAGE LINE FOR INTERPRETATION SERVICES

- A. Whereas, contractor City of Ketchum has limited Spanish-speaking and alternative language capabilities; and
- B. Whereas, there will be times when the bilingual Program Administrator is unavailable due to helping other applicants, tenants, homeowners, being in meetings, and taking vacation or sick leave; and
- C. Whereas, LanguageLine provides real time interpretation services and comes recommended by Blaine County Housing Authority’s partners who regularly interact with diverse community members; now,
- D. Therefore, be it resolved by the Board of Commissioners of the Blaine County Housing Authority, Blaine County, Idaho, as follows:

Section 1. The Blaine County Housing Authority Board of Commissioners approves and authorizes the service agreement with LanguageLine on September 20, 2023, set forth in Attachment 2, attached and incorporated herein, and directs the Executive Director to proceed with assisting in implementing the scope of work.

Section 2. The Blaine County Housing Authority Board authorizes execution of the service agreement and implementation by the Executive Director.

DATED this ____ day of _____, 2023

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS

Executive Director

Chair

Client Name ("Customer"): Blaine County Housing Authority	Client # (if applicable):
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This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

- (a) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts Waived
- (b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CID Waived
- (c) **MONTHLY MINIMUM** per CID Waived
- (d) **PLATFORM ACCESS FEE** per call..... Waived
- (e) **THIRD PARTY DIAL OUT FEE** per call Waived
- (f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996 Waived
- (g) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment..... \$200.00
- (h) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$0.98
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$0.98
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$0.98
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$0.98

1.3. PHONE INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.
 - 1Solution™ Analog Dual Handset Phone..... \$4.50
 - 1Solution Dual Handset IP Phone \$12.50

- Panasonic® Cordless Phone with Dual Handsets \$10.50
- (c) **PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer \$175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.
- (d) **PHONE INTERPRETING EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and Activations@languageline.com. Details will be available from your Account Executive.
- 1Solution Analog Dual Handset Phone \$60.00
 - 1Solution Dual Handset IP Phone \$150.00
 - Panasonic Cordless Phone with Dual Handsets \$85.00
 - Panasonic Headset \$25.00
 - Handsets \$10.00
 - Handset Splitters (price per unit) \$6.00
 - Wall Splitters (price per unit) \$6.00

2. OTHER FEES

- 2.1. FINANCE FEE.** Finance fee is applied to any past due balance. 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 permitted by applicable law.
- 2.2. OPTIONAL PAPER INVOICE.** Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer \$1.75
- 2.3. OPTIONAL CUSTOMIZATIONS**
- (a) Report configuration per hour \$250.00
 - (b) Report maintenance per month \$30.00
 - (c) Training assistance on site per day per training \$500.00
 - (d) Training materials development per hour \$179.00

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

Customer	LanguageLine
Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

Client Name ("Customer"): **Blaine County Housing Authority**

Client # (if applicable): tba

This Statement of Work ("SOW") is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine").

1. SCOPE OF WORK

1.1. DESCRIPTION OF SERVICES. ISO-certified workflows are used to convert Customer's written content between two or more languages with attention to accuracy, tone, style, and regional language and cultural sensitivities.

1.2. DELIVERABLES will be agreed upon at the beginning of project(s).

2. TERMS OF SERVICE

2.1. PRICING. Prices for the Services shall be as specified by LanguageLine to Customer either in Exhibit A to this SOW or in an Estimate (Quote) sent in response to each Customer request for a translation or localization project. Estimates are based upon (i) the actual wordcounts contained in the documents or files provided by Customer, (ii) specifications and information originally submitted by Customer, and (iii) the delivery requirements requested by Customer. Estimates that are not based on actual wordcounts at the time the Estimate is prepared, will be adjusted to reflect actual wordcounts upon completion of the project. Adjustments to the Estimate may be necessary if specifications are changed or added, or if work not covered in the original quotation is requested by Customer. Estimates are only valid for thirty days or as otherwise specified in writing.

2.2. ORDERS. Orders authorized by Customer may only be canceled by Customer if Customer pays for all of the work performed by LanguageLine, including all fees, costs and expenses incurred by LanguageLine in connection with the order prior to cancellation. If Customer changes the original text, alters specifications, or adds new specifications after Customer has authorized LanguageLine to begin work, the changes, alterations, or additions may result in additional charges and adjustments of deadlines.

2.3. TERMINOLOGY. Unless Customer provides terminological reference material like glossaries or terminology lists, LanguageLine will use its best judgment in the selection of terms pertinent to a given field. Customer will be charged for and will pay for all changes to such terms.

2.4. APPEARANCE. When the Services include formatting, typesetting, page layout, or artwork, LanguageLine will seek the closest match practicable between the appearance of the original and that of the finished product or will layout as Customer specifies. Unless the Estimate states otherwise, LanguageLine does not guarantee that the format, fonts, typefaces, point sizes, text density, artwork, colors, paper, and other elements of printed documents it chooses and those of the original will be identical. Translated documents are sometimes longer or shorter than the original, and technical or other considerations may result in elements of appearance different from the original.

2.5. EDITING. Any editing or alteration of the delivered product required by Customer in cases where the style or other matter had been left to the judgment of LanguageLine, including stylistic or preferential linguistic changes, may result in additional charges to Customer. Translation errors will be corrected at no extra charge.

2.6. CHANGE ORDERS. Change order requests from Customer will be analyzed by LanguageLine for cost and schedule impact. If, in LanguageLine's reasonable judgment, the requested changes can be implemented without requiring additional time or resources and without affecting LanguageLine's ability to maintain the project schedule, LanguageLine will implement the change at no additional cost to Customer. Otherwise, prior to proceeding with any changes, LanguageLine will provide Customer with a written change order quote for the additional work that includes (1) price change and (2) impact on schedule. Customer may, at its discretion, accept or reject LanguageLine's change order proposal. Change orders shall be considered effective upon written approval. Each party shall use its best efforts to respond as expeditiously as possible to such change requests and change order proposals.

- 2.7. PAYMENT.** (a) Unless otherwise stated in an Estimate, invoices will be issued at the end of the month in which the project is delivered. (b) All errors, claims, or requests for adjustment must be presented within thirty (30) days after the date of delivery or such work will be deemed to have been accepted. (c) Charges due and unpaid thirty (30) days after invoice shall bear interest from the date payment is due at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum).
- 2.8. CUSTOMER PROPERTY.** At Customer's request, Customer property delivered to LanguageLine for use in the providing of the Services will be returned to Customer upon completion of the work by LanguageLine without any liability for loss or damage.
- 2.9. ADDITIONAL LIMITED WARRANTY.** In addition to the Limited Warranty in the Master Services Agreement between the parties, LanguageLine's sole obligation for Services is the re-performance, at no additional charge to Customer, of that portion of those Services that LanguageLine and Customer agree to be defective. Defects include translation errors, but do not include subjective elements of style. LanguageLine shall correct any agreed upon defect within thirty (30) days of notice from Customer.

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

Customer	LanguageLine
Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

LanguageLine LanguageList

Languages Available for Audio Interpreting

Acholi	Cebuano	Fukienese	Ibanag	Koho	Mizo	Quechua	Tajik
Afar	Chaldean	Fulani	Icelandic	Korean*	Mnong	Quichua	Tamil
Afrikaans	Chamorro	Fuzhou	Igbo	Krahn	Mongolian	Q'eqchi'	Telugu
Akan	Chaochow	Ga	Ilocano	Krio	Montenegrin	Rade	Tetun
Akateko	Chin Falam	Gaddang	Indonesian	Kunama	Moroccan Arabic	Rakhine	Thai*
Albanian*	Chin Hakha	Gaelic-Irish	Inuktitut	Kurmanji	Mortlockese	Rohingya	Tibetan
Amharic*	Chin Mara	Gaelic-Scottish	Italian*	Kyrgyz	Napoletano	Romanian*	Tigré
Anuak	Chin Matu	Garifuna	Jakartanese	Laotian*	Navajo	Rundi	Tigrigna*
Apache	Chin Senthang	Garre	Jamaican Patois	Latvian	Nepali*	Russian*	Toishanese
Arabic*	Chin Tedim	Gen	Japanese*	Liberian Pidgin English	Ngambay	Samoan	Tongan
Armenian*	Chipewyan	Georgian	Jarai	Lingala	Nigerian Pidgin	Sango	Tooro
Assyrian	Chuukese	German*	Javanese	Lithuanian*	Norwegian	Seraiki	Trique
Azerbaijani	Cree	German Penn. Dutch	Jingpho	Luba-Kasai	Nuer	Serbian	Turkish*
Bahasa	Croatian	Gheg	Jinyu	Luganda	Nupe	Shanghaihese	Turkmen
Bahdini	Czech	Gokana	Juba Arabic	Luo	Nyanja	Shona	Tzotzil
Bahnar	Danish	Greek*	Jula	Maay	Nyoro	Sichuan Yi	Ukrainian*
Bajuni	Dari	Guarani	Kaba	Macedonian	Ojibway	Sicilian	Urdu
Bambara	Dewoin	Gujarati	Kam Muang	Malay*	Oromo	Sinhala	Uyghur
Bantu	Dinka	Gulay	Kamba	Malayalam	Pampangan	Slovak	Uzbek
Barese	Duala	Gurani	Kanjobal	Maltese	Papiamento	Slovene	Vietnamese*
Basque	Dutch	Haitian Creole*	Kannada	Mam	Pashto*	Soga	Visayan
Bassa	Dzongkha	Hakka China	Karen*	Mandarin*	Plautdietsch	Somali*	Welsh
Belarusian	Edo	Hakka Taiwan	Kashmiri	Mandinka	Pohnpeian	Soninke	Wenzhounese
Bemba	Ekegusii	Hassaniyya	Kayah	Maninka	Polish*	Sorani	Wodaabe
Benaadir	Estonian	Hausa	Kazakh	Manobo	Portuguese*	Spanish*	Wolof
Bengali*	Ewe	Hawaiian	Kham	Marathi	Portuguese Brazilian*	Sudanese Arabic	Yemeni Arabic
Berber	Farsi*	Hebrew*	Khana	Marka	Portuguese Cape Verdean*	Sunda	Yiddish
Bosnian*	Fijian	Hiligaynon	Khmer*	Marshallese	Pugliese	Susu	Yoruba
Bravanese	Fijian Hindi	Hindi*	K'iche'	Masalit	Pulaar	Swahili*	Yunnanese
Bulgarian	Finnish	Hindko	Kikuyu	Mbay	Punjabi*	Swedish	Zapoteco
Burmese*	Flemish	Hmong*	Kimiru	Mien	Putian	Sylhetti	Zarma
Cantonese*	French*	Hunanese	Kinyarwanda	Mirpuri		Tagalog*	Zo
Catalan	French Canadian*	Hungarian	Kissi, Northern	Mixteco		Taiwanese	Zyphe

* Audio interpreting languages are available for LanguageLine® DirectResponseSM, our end-to-end language solution for inbound calls.

Languages of lesser diffusion may require additional interpreter connect time. Lists are subject to change with interpreter availability. If you have a question regarding language availability, please contact your Account Executive or Customer Care.

LanguageLine
Solutions®

Languages Available for Video Interpreting

Albanian	Burmese	Hmong	Nepali	Tagalog
American Sign Language*	Cantonese*	Italian	Pashto	Thai
Amharic	Dari	Japanese	Polish*	Tigrigna
Arabic*	Farsi	Karen	Portuguese*	Turkish
Armenian	French*	Khmer	Punjabi	Ukrainian
Bengali**	German	Korean*	Romanian	Urdu
Bosnian	Greek	Laotian	Russian*	Vietnamese*
British Sign Language	Haitian Creole	Lithuanian	Somali**	* Available 24/7
	Hebrew	Malay	Spanish*	** Extended weekend hours
	Hindi	Mandarin*	Swahili	

For information on audio and video interpretation: **1-800-752-6096**

Translation and Localization Top Requested Languages

More than 298 unique languages and 480 language pairs are available.

- Afrikaans
- Albanian
- Amharic
- Arabic
- Bahasa
- Bengali
- Bosnian
- Bulgarian
- Burmese
- Cape Verdean Creole
- Catalan
- Chinese (Simplified)
- Chinese (Trad–HK)
- Chinese (Traditional)
- Chuukese
- Croatian
- Czech
- Danish
- Dutch
- Estonian
- Farsi
- Finnish
- French (Canadian)
- French (Euro)
- Georgian
- German
- Greek
- Gujarati
- Haitian Creole
- Hebrew
- Hindi
- Hmong
- Hungarian
- Icelandic
- Indonesian
- Italian
- Japanese
- Karen
- Kazakh
- Khmer
- Korean
- Laotian
- Latvian
- Lithuanian
- Macedonian
- Malay
- Malayalam
- Mandinka
- Marathi
- Navajo
- Norwegian
- Oromo
- Polish
- Portuguese (Brazil)
- Portuguese (Euro)
- Punjabi
- Romanian
- Russian
- Serbian
- Sinhalese
- Slovak
- Slovenian
- Somali
- Spanish (Iberian)
- Spanish (Latin)
- Swedish
- Tagalog
- Tamil
- Telegu
- Thai
- Turkish
- Ukrainian
- Urdu
- Vietnamese
- Yiddish
- Zulu

Additional languages and dialects may be available. If you have a question regarding language availability, please call 1-800-878-8523 or contact us at translation@languageline.com.

Learn more about the LanguageLine Solutions® difference at:
www.LanguageLine.com

LanguageLine
Solutions®

Master Service Agreement

Client Name ("Customer"): Blaine County Housing Authority	Client # (if applicable):
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Language Line Services, Inc. ("LanguageLine") and Customer (together, the "Parties" and each a "Party") agree that the terms and conditions below apply to the Services selected by Customer under this Agreement.

TERMS OF SERVICE

- 1. TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by LanguageLine as individually identified below (the "Services"). This Master Services Agreement will apply to Services requested now or in the future by Customer. For each Service requested now or in the future by Customer, the fees and additional terms and conditions for the Service are set out in the applicable Statement of Work for the Service, which, when fully executed, is made a part of this Agreement. If Customer continues to request and receive Services after this Agreement has expired or has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect until terminated as provided in Section 12 of this Agreement.

Available LanguageLine Services:

On-demand interpretation 240+ languages 24/7/365, in seconds Via phone, video and mobile Click for On Demand Interpreting Services	LanguageLine InSight Video Interpreting® LanguageLine Phone SM Interpreting LanguageLine Mobile SM LanguageLine Direct Response Telehealth and Virtual Meetings
Face-to-face interpretation 130+ languages via onsite or video Click for Onsite Interpreting Services	Onsite Interpreting Virtual Onsite Interpreting
Translation and Localization 380+ languages Via human, machine translation, automation and other technologies Click for Translation Services	Translation Localization Transcription Clarity®
Testing and Training 57 languages Click for Testing & Training	Testing Training

Please note that by signing this Agreement, Customer is not agreeing to receive all of the above Service(s), but is only agreeing to receive the specific Service(s) that have been requested from its LanguageLine account executive and made a part of this Agreement in an applicable Statement of Work.

- 2. PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Payment can be made by check, ACH, wire, debit card or credit card. Any fees charged by a credit card provider for use of the card will be paid for by Customer. Any disputed charges in an invoice must be identified to LanguageLine within thirty (30) days of the invoice issue date or the right to dispute will be waived by Customer. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer) or added to the next invoice (if resolved in favor of LanguageLine) or (ii) as otherwise mutually agreed upon. Invoices will be sent to the most current address or e-mail provided by Customer to LanguageLine, which may be updated by Customer upon written request to CustomerCare@languageinc.com.
- 3. USE OF SERVICES.** Customer warrants that it will **not** (i) resell the Services to any third Parties; however, Customer may charge its own customers, clients or patients for the Services; or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each

affiliate will be assigned a Client Identification Number (“CID”) for use in ordering Services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.

- 4. CONFIDENTIALITY AND PRIVACY.** The Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other’s Confidential Information to any third Party and each Party will use the other’s Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information 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 as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term “**Confidential Information**” includes (a) information (including data) identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, health or other personal information protected under a law or regulation, including without limitation HIPAA, Gramm-Leach-Bliley, US federal and state privacy laws, the General Data Protection Regulation (EU) 2016/679 (the “GDPR”), and the UK Data Protection Act, (c) the terms and conditions of this Agreement, (d) LanguageLine pricing for its Services, and (e) all of the information provided in any invoices or other non-public documents or in oral communications between the Parties relating to the Services. LanguageLine will not record any interpretation calls except that some calls may be monitored for training and quality assurance purposes.
- 5. LANGUAGELINE PERSONNEL.** Customer understands and acknowledges that in providing the Services, LanguageLine’s linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies, which are located within and outside of the United States unless Customer requires US domestic only personnel (collectively, “LanguageLine Personnel”). All LanguageLine Personnel are subject to LanguageLine’s stringent quality control standards, confidentiality and privacy obligations and certification criteria, and LanguageLine is solely responsible for ensuring that the terms and conditions of this Agreement are met by LanguageLine Personnel. Customer hereby consents to the use of all LanguageLine Personnel by LanguageLine.
- 6. RELATIONSHIP OF PARTIES.** 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, employee benefits (if applicable) and other similar taxes, benefits or charges.
- 7. LIMITED WARRANTIES AND LIABILITY.** (a) LANGUAGELINE WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. LANGUAGELINE MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND LANGUAGELINE 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. (b) EXCEPT FOR THE PARTIES’ OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (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 GREATER OF THE AMOUNT INVOICED TO CUSTOMER BY LANGUAGELINE WITHIN THE PREVIOUS 12 MONTHS, AND (c) EXCEPT AS IS PROHIBITED BY LAW AND SUBJECT TO A PARTY’S OBLIGATIONS UNDER SECTION 8 (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.

- 8. 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 grossly negligent, fraudulent, or intentionally wrongful act of any kind by an employee or agent of one Party resulting in damages to the other Party. LanguageLine will not be liable for intellectual property infringement arising merely from LanguageLine’s interpretation or translation of Customer communications or documents, respectively. LanguageLine maintains extensive global insurance coverage for all its Services and all of its personnel. A copy of the Certificate of Insurance will be supplied to Customer upon request.
- 9. PUBLICITY.** Customer agrees that LanguageLine may use Customer’s name and/or corporate logo on LanguageLine’s website and marketing materials and upon LanguageLine’s reasonable request will provide a testimonial regarding LanguageLine’s Services for use in LanguageLine’s marketing of its Services.
- 10. ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that LanguageLine 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 and provides notice of the assignment to the other Party, provided, however, that Customer may not assign this Agreement to any other language services company or portfolio company that owns a 5% or more interest in a language services company.
- 11. ACQUISITION OR MERGER OF CUSTOMER.** If Customer is (a) acquired by or merged into or with an existing LanguageLine customer, or (b) acquires an existing LanguageLine customer, the terms and conditions of this Agreement and that of the other LanguageLine customer, including pricing as set out in the applicable Statements of Work, shall remain unaffected unless the Parties otherwise agree in a signed, written amendment to this Agreement.
- 12. TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days’ notice for any reason, or (b)(i) on thirty (30) days’ written notice of breach if the other Party has not cured the breach in thirty (30) days from receipt of the notice of breach, or (ii) if the breach cannot be cured in thirty (30) days, on the date agreed to by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from LanguageLine within thirty (30) days of its receipt of the final invoice (the “30-day period”). Any disputed charges must be identified by Customer within the 30-day period and the Parties shall use good faith efforts to resolve any disputed charges within the 30-day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
- 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 Party 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 LanguageLine to any third parties, including, without limitation, any persons participating in or the subject of communications for which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against LanguageLine, 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 when due.
- (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows:
 - (a) to LanguageLine at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to CustomerCare@languageline.com with a copy to Contracts@languageline.com, and (b) to Customer at the most current address or e-mail provided by Customer to LanguageLine. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day.
- (j) **COMPLIANCE.** Language Line Services, Inc. is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the Parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the Parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

14. ENTIRE AGREEMENT. This Agreement, including all addenda, Schedules and Statements of Work, constitute 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, acknowledges, and understands all of the 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 the delivery of the signed Agreement by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer

LanguageLine

Master Service Agreement

Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO