



LINGUAONE, INC. INTERPRETING SERVICES AGREEMENT

LinguaOne, Inc. (Interpretations) and _____ and all of its affiliates (Collectively, "Customer") agree that the terms and conditions of this Agreement will apply to video, in-person, and telephone interpreting services ("Interpreting Services") provided by LinguaOne, Inc. to Customer.

Term of Agreement.

This Agreement shall become effective upon signing by both parties and will continue in effect until terminated (see Termination Clause below). During the term of the Agreement, interpretations shall make reasonable efforts to provide the Interpreting and Services to Customer at such time and date as the parties agree.

Use of Service.

1. The following uses of Interpreting Services are prohibited: the transmission of any message or other material which 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 telephones and/or computers 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.

2. Customer will defend, indemnify and hold harmless Face-to-Face, Telephonic and Video Interpretations and its directors, shareholders, employees, affiliates, agents and other representatives from and against any and all liabilities, claims, damages, costs, expenses (including reasonable attorney's fees), actions, proceedings, suits, and arbitration resulting from or arising out of any use of Interpreting Services in any manner prohibited in this Agreement.

3.

Privacy of Communication.

In providing Interpreting Services, Interpretations shall make all commercially reasonable efforts to ensure the privacy of Customers communications. Under applicable law, Interpretations may be obligated to reveal communications which evidence or constitute criminal activity.

Unauthorized Use of Service.

Customer agrees to use the services only for official interpretations.

Limited Warranty.

LinguaOne, Inc. warrants to Customer that the Interpreting Services will be provided by qualified personnel in a professional manner. The limited warranty set forth in this Agreement is in lieu of all other warranties of LinguaOne, Inc. with respect to the interpreting services, and LinguaOne, Inc. disclaims all other warranties with respect to the interpreting services, express or implied, including (without limitation) the implied warranties of merchantability and fitness for a particular purpose.

Limitation of Liability.

Customer acknowledges and agrees that LinguaOne, Inc.'s liability to Customer, whether in contract, in tort, under any warranty, in negligence or otherwise, will not exceed the amount paid by Customer to LinguaOne, Inc. for those specific interpreting services, and under no circumstances will LinguaOne, Inc. be liable to Customer for any incidental, special, indirect, punitive, or consequential damages. The price charged for the interpreting services is a consideration in limiting LinguaOne, Inc.'s liability. No action, regardless of form, arising out of this Agreement may be brought by Customer more than one year after the cause of action has occurred.

Force Majeure.

Neither LinguaOne, Inc. 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 which is beyond LinguaOne, Inc. 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 interpreters, energy shortages, acts or omissions of communication carriers (including, without limitation, local exchange companies), or any other cause beyond LinguaOne, Inc. reasonable control, whether or not similar to the foregoing.

Assignment.

Neither the Agreement nor any rights or duties hereunder may be assigned or delegated by Customer or by LinguaOne, Inc. (other than as provided below) without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Any assignment or delegation in violation of this section shall be void. Notwithstanding the foregoing, LinguaOne, Inc. reserves the right to assign this Agreement, or any rights or duties under this Agreement, to any affiliated company of LinguaOne, Inc., and also reserves the right to assign its right to payment without limitation. This agreement will be binding upon the parties and their respective heirs, personal representatives, successors and assigns and will inure to their benefit.

Termination.

(1) Either party may terminate this Agreement by giving thirty (30) days written notice. Customer shall be responsible for charges for all Interpreting Services rendered prior to the effective date of the termination.

(2) LinguaOne Inc., may terminate this Agreement if Customer fails to pay any charge when due or fails to perform or observe any other material term or condition of this Agreement and such failure continues for more than ten (10) days after receipt of written notice of such failure from LinguaOne, Inc. or if Customer becomes insolvent or generally fails to pay its debts as they mature. Upon any termination of this Agreement, Customer shall be responsible for charges for all Interpreting Services rendered prior to the effective date of the termination.

Charges, Invoices and Payments.

Customer agrees to pay all properly invoiced charges for Interpreting Services upon receipt of the invoice receipt date. Invoices will be sent to the Customer billing address shown in Attachment B, or to such other address as Customer may specify. Charges for Interpreter Services as of the effective date of this Agreement are detailed on Schedule A. LinguaOne, Inc. shall give Customer thirty (30) days advance written notice of any change in such rates.

No Third-Party Beneficiaries.

Neither this Agreement nor the provision of Interpreter Services shall be construed to create any duty or obligation on the part of LinguaOne, Inc. to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Interpreter Services are provided. This Agreement does not provide any third party with any right, privilege, remedy, claim or cause of action against Interpretations and its affiliates.

Severability.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, if such provision is an essential element of the Agreement, the parties shall promptly negotiate a replacement.

Remedies and Choice of Law.

Except as otherwise provided in this Agreement, the parties will have any and all rights and remedies available to them under the laws of the State of Minnesota. All rights and remedies will be cumulative and may be exercised singularly or concurrently. The construction, interpretation and performance of this Agreement shall be governed by the domestic laws of the State of Minnesota.

Binding Arbitration.

In the event of dispute or any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The venue for any dispute shall be in Blue Earth County, Minnesota.

Attorney's Fees.

In the event of litigation arising out of, or in any way related to any term set forth in this Agreement, including (without limitation) any proceeding brought under the United States Bankruptcy Code, the prevailing party will be entitled to recover from the losing party, in addition to any other relief awarded, its reasonable attorney's fees, costs and expenses incurred at arbitration, at trial, on appeal and on petition for review.

Venue.

Unless otherwise agreed to by the parties in writing, any controversy or claim arising out of or relating to this Agreement, including (without limitation), the making, performance, or interpretation of this Agreement, will be litigated in courts having sites in Blue Earth County, Minnesota. Customer consents and submits to the jurisdiction of any local, state or Federal court located in Blue Earth County, Minnesota, and waives any defense Customer may have as to improper venue, or that any such court is an inconvenient forum.

Complete and Final Agreement.

This Agreement (which includes the Interpreting Services Agreement, the additional terms and conditions) sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous negotiations.

LinguaOne, Inc.

Tessa Donato, President/CEO

DATE: _____

Client Profile Information Form

BILLING CONTACT INFORMATION

Organization
Contact Name
Title
Email
Address
City, State, ZIP
TAX 1D#
Signature:
Date of Signature:



Many Languages, One Company, One Voice
Interpreting and Translating Services

2022 Rates

Addendum B

In-Person - *These are the most commonly requested languages. Pricing for other languages is available upon request.

American Sign Language	\$75.00 per hour/2-hour minimum/plus travel at the same rate
American Sign Language (Certified Deaf Interpreter)	\$75.00 per hour/2-hour minimum/plus travel at the same rate
Anuak	\$95.00 per hour/2-hour minimum
Arabic	\$75.00 per hour/1-hour minimum
Hmong	\$75.00 per hour/1-hour minimum
Mandarin	\$75.00 per hour/2-hour minimum
Nuer	\$80.00 per hour/2-hour minimum
Russian	\$75.00 per hour/1-hour minimum
Somali	\$70.00 per hour/2-hour minimum
Spanish	\$55.00 per hour/2-hour minimum
Vietnamese	\$55.00 per hour/2-hour minimum
Travel time for spoken interpreters	\$50.00 per hour for travel

TELEPHONIC ON-DEMAND

Any language on the LinguaOne list	\$2.00 per minute; no minimum
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TELEPHONIC Pre-scheduled

Any language on the LinguaOne list	\$1.65 per minute; no minimum
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TRANSLATION FOR DOCUMENTS

Business, County, Dental, Medical, Mental Health, Non-profit	\$.50 per word, no minimum
Legal (any document that requires a signature, or has a signature)	\$.35 per word, no minimum
Expedited 24-48 hour request	\$125.00 in addition to per word minimum

VRI ON-DEMAND

American Sign Language	\$3.25 per minute
Arabic	\$2.50 per minute
Hmong	\$3.20 per minute
Mandarin	\$2.50 per minute
Somali	\$2.50 per minute
Spanish	\$2.50 per minute
Vietnamese	\$2.50 per minute

VRI Pre-scheduled - *see list for additional languages. The languages below are the most commonly requested.

American Sign Language	\$3.00 per minute
Anuak	\$3.00 per minute
Arabic	\$2.25 per minute
Hmong	\$2.50 per minute
Mandarin	\$2.25 per minute
Nuer	\$3.25 per minute
Somali	\$2.25 per minute
Spanish	\$2.25 per minute
Vietnamese	\$2.25 per minute

Set up fee

New client account set up	\$50.00
First 25 users	\$0.00
25 plus users	\$3.00 per user

CANCELLATION POLICY

Language Interpreting Cancellation Policy

LinguaOne recognizes that there is a cost to a Contractor for arranging to provide a service that is then cancelled by the client with little advanced notice.

When a cancellation is necessary, the client will provide LinguaOne with varying degrees of notice, depending on the number of service hours scheduled. The chart below shows the variation between assignment length and notice given.

Chart of Cancellation Notice and Corresponding Penalties

<i>For spoken languages only</i> Assignment Length	Less than 24 hours of the scheduled appointment	Over 24 hours of the scheduled appointment
Less than 3 hours	100% of scheduled service hours	Not billable
3 or more hours in a single day	2 billable service hours	2 billable service hours

IMPORTANT – The following considerations are taken into account for cancellations:

- Billing for cancelled assignments shall be at the same hourly rate as the service category for the scheduled time.
- Billing shall apply for any *actual* travel time that the interpreter(s) incurred.
- Special conditions for cancellations may be negotiated, if necessary, at the time of each request; otherwise the chart shown above shall apply. Such special conditions must be captured in writing and agreed upon by the requesting agency and the Client.
- Exception to this cancellation policy for American Sign Language. The full scheduled services hours are billable if request is cancelled within less than 48 hours of the appointment.