

LanguageLine® PhoneSM and InSight Video Interpreting®

Enter correct full legal name of Customer:	Customer number if applicable:
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This Statement of Work is subject to the Master Service Agreement between you, the Customer ("Customer" or "you") and Language Line Services, Inc. ("Company"). This document is the sole document that reflects pricing for these services, and must be signed by an authorized representative from you, the Customer. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes, if any, will be made on next full monthly billing cycle.

The following apply to **both** LanguageLine® PhoneSM Interpreting and LanguageLine InSight Video Interpreting® (InSight®)

1. **PRICE PER MINUTE.** Price per minute is based on the language requested. Price per minute does not include international call fees.
2. **PAPER INVOICE CHARGE.** Electronic invoices are provided free of charge. If paper invoices are preferred, fees apply. . \$1.75
3. **FINANCE CHARGE.** Finance charges are 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.
4. **OPTIONAL CUSTOMIZED REPORT CONFIGURATION**
 - Report setup (per hour) WAIVED
 - Report maintenance (monthly) WAIVED
5. **OPTIONAL TRAINING ASSISTANCE AND MATERIALS**
 - Customized reference and support materials development (per hour)..... WAIVED
 - Training/awareness assistance (on site per day/per trainer) WAIVED

LanguageLine® PhoneSM Interpreting

The following fees apply solely to LanguageLine® PhoneSM Interpreting

1. **ENROLLMENT AND SETUP PACKAGES**
 - One time setup charge per Customer WAIVED
 - Fee for each subsequent Client Identification Number with corresponding statement WAIVED
2. **CLIENT IDENTIFICATION NUMBER.** Monthly minimum charge per Client Identification Number WAIVED
3. **PLATFORM ACCESS CHARGE.** Platform access per call WAIVED
4. **LONG DISTANCE DIAL OUT.** Long distance dial out charge applied per dial out (in addition to per minute charges) . WAIVED
5. **FCC SURCHARGE AND FEES.** Fees that Language Line Services has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC).
6. **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME**
 - Applied per appointment \$100.00
 - Cancellation per appointment will be charge \$200 for any missed appointment \$200.00

Per Minute Usage Fees for LanguageLine Phone Interpreting and InSight® Audio Interpreting

Tiers	Languages	Per Minute Charge
1	Spanish	\$1.05
2	Chinese (Mandarin and Cantonese), French, Japanese, Polish, Russian, and Vietnamese	\$1.05
3	Armenian, Cambodian, German, Haitian Creole, Italian, Korean, and Portuguese	\$1.05
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$1.05

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LanguageLine® PhoneSM and InSight Video Interpreting®

InSight Video Interpreting®

The following fees apply solely to LanguageLine InSight Video Interpreting®.

Per Minute Usage Fees for LanguageLine InSight Video Interpreting®

Tiers	Languages	Per Minute Charge
1	American Sign Language	\$2.50
2	Spanish	\$1.65
3	All other languages	\$1.75

1. **ACTIVATION.** Please check the appropriate box below to indicate your choice for monthly service fees or a one-time activation fee.
- Monthly Service Fees (applied monthly per Client Identification Number based on the total number of activated devices):
 - Up to 10 Activated Devices (WAIVED) \$30.00/month
 - Up to 100 Activated Devices (WAIVED) \$75.00/month
 - 101+ Activated Devices (WAIVED) \$200.00/month
 - OR**
 - One-time Activation Fee for Unlimited Device Activations (applied per Customer) ... (WAIVED) \$2,500.00/one-time fee

2. **EQUIPMENT.** Equipment Purchase (Customer-Owned) and Lease (Language Line-Owned) options are available. All equipment requests must be submitted in writing over the term of the contract, and the appropriate fees will apply.
- Customer-Supplied: Purchased by the Customer from a supplier other than Language Line Services.
 - Customer-Owned: Purchased by the Customer from Language Line Services.
 - Language Line-Owned: Leased by the Customer from Language Line Services.

3. **EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the equipment remains the property of Language Line Services:
- iPad and Interpreter on Wheels® Stand \$75.00/month
 - iPad and Table Top Stand \$45.00/month

OR
EQUIPMENT PURCHASES. The following Equipment is available for purchase from Language Line. Standard rates at the time of purchase will apply. Upon depletion of current equipment models and release of new equipment models, updated pricing (if applicable) will automatically apply. Details will be available from your Account Executive.

- 32GB 6th Generation iPad (9.7-inch, Wi-Fi Only) with Screen Protector (Models: MR7G2LL/A or MR7G2CL/A) \$425.00
- 64GB iPad Pro (12.9-inch, Wi-Fi Only) with Screen Protector (Model: MTEM2LL/A) \$1,250.00
- 9.7-inch Screen Protector (Model: SP-AGF-APL-IDP9-2) \$15.00
- 12.9-inch Screen Protector (Model: ID70WS-F00) \$40.00
- Interpreter on Wheels® Stand with LanguageLine TrueSound™ (Model: 185-00630 or 185-00907) \$995.00
- Table Top Stand with Enclosure (Models: 303W75/185-00671 or 303W290SENW-KIT) \$225.00
- Table Top Stand without Enclosure (Models: 303W or 303W75) \$100.00
- TrueSound™ Audio Amplification Enclosure (Models: 185-00597, 185-00670, or 185-00671) \$195.00
- 12.9-inch iPad Enclosure (Model: 290SENW-KIT) \$125.00

Additional Terms and Conditions for InSight®

1. **TERMS REGARDING SOFTWARE APPLICATION.** The Services are provided by Language Line through a desktop and/or tablet application (the "App"). The App must be downloaded by Customer to Customer-Supplied or Customer-Owned devices to use The Services. Customer agrees (a) that it will not make any copies of the App or attempt to reverse engineer it or make any changes to it; and (b) that the following uses of the 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

LanguageLine® PhoneSM and InSight Video Interpreting®

use of telephones 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. **INTELLECTUAL PROPERTY RIGHTS.** Customer acknowledges and agrees that the App, and the LanguageLine TrueSound™, NotePad™, InSight® and Interpreter on Wheels® trademarks (collectively, the "Trademarks") are exclusively owned by Language Line, and that neither this Agreement, nor Customer's use of the Services, the App or the Equipment grants to Customer any right, title, or interest in or to the Services, the Equipment, the App, the Trademarks, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights therein (collectively, the "LanguageLine Properties"). Customer expressly agrees that it shall assert any rights in any of the LanguageLine Properties, or challenge LanguageLine's rights in or the validity of any of the LanguageLine Properties in any country, nation, or jurisdiction in the world, and Customer agrees that it shall not directly or through others copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the App, or any aspect thereof. This provision Paragraph shall survive the expiration of this Agreement and will continue to apply after the Agreement ends.
3. **ENCRYPTION.** Language Line acknowledges that encryption is built into the App and the Services platform, ensuring the security of the live video as it traverses the Internet. This encryption allows Language Line to fulfill its obligation under any Customer Business Associate Agreement ("BAA") with respect to the Services. Language Line does not record the video call and therefore has no record of the call content. With respect to the App's electronic NotePad™ function, written information relayed during the call is also encrypted. As with the live video, no recording is made of information written on the NotePad™ and therefore this information cannot be retrieved after the call's completion.
4. **TRANSMISSION RELEASE.** Customer acknowledges that the use of the Services requires that the user's voice, likeness and/or image as well as the user's personally identifiable information is or will be transmitted over the Internet. Customer hereby authorizes Language Line to transmit each user's voice, likeness, image and/or personally identifiable information over the Internet solely for the purpose of the Services, and Customer agrees to obtain such privacy consents, releases and approvals as may be required to obtain authorization from each user to transmit all of the foregoing for purposes of the Services. Customer shall indemnify and hold harmless Language Line and its affiliates and their respective employees from all costs, fees, expenses, and damages of any nature whatsoever related to any claims relating to the unauthorized use of the image, likeness, voice and/or personally identifiable information of any Customer employee, agent, contractor, patient, customer, client or other user of the Services under Customer's control. This Paragraph shall survive the expiration of this Agreement.
5. **RESPONSIBILITY FOR UNAUTHORIZED USE.** Customer will safeguard its use of the Services against use by unauthorized persons and will be responsible for charges resulting from use of its Services, whether or not such use is authorized.
6. **AVAILABILITY OF SERVICES.** The Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. All interpreters provided in conjunction with the Services may not be available at all times and interpreters will be assigned solely by Language Line.
7. **QUALITY CONTROL.** Customer acknowledges that Language Line from time to time will monitor calls made through the Service for purposes of quality control.
8. **EQUIPMENT TERMS (applies to InSight® Application with Equipment Lease/Language Line-Owned option only).** Language Line agrees to supply the iPads, stands and any other equipment mutually agreed upon by Language Line and Customer (collectively, the "Equipment") for the duration of the contract for a monthly lease fee. The parties acknowledge and agree that this Equipment remains the sole property of Language Line and will be returned to Language Line, undamaged, upon termination of the contract, unless superseded by a purchasing agreement. The parties agree that the Equipment will be used for the sole and exclusive purpose of providing Language Line remote interpreting services and may not be configured and/or altered for any other purpose without express prior written consent from Language Line. Language Line will enroll Language Line-owned iPads in Language Line's MDM (Mobile Device Management) system. Customer agrees that Equipment will be kept only at Customer address(es) listed in this Agreement. From time to time, upon twenty-four (24) hours' notice to Customer, Language Line, during a Customer's regular business hours, may enter the Customer's premises where the Equipment is located to inspect and maintain Equipment. Language Line warrants that Equipment shall be free from defects in materials and workmanship, except when (i) Equipment has been altered or modified without written approval from Language Line, or (ii) Equipment has been used by a person or entity other than the Customer or other permitted users. Customer assumes and bears all risk of loss and/or damage of Equipment, other than normal wear and tear, from the time that Equipment is delivered until returned to Language Line following the expiration of the contract. Failure to return the Equipment in normal working order will result in the billing of the Customer for the full retail cost of the Equipment, which Customer hereby agrees to pay. Customer agrees that the sole and exclusive remedy for damages or loss shall be limited to the repair or replacement of the Equipment and acknowledges that Language Line reserves all rights and remedies to re-take possession of the Equipment if Customer fails to pay any undisputed invoiced amounts owed hereunder and Customer waives any legal claims for damages in connection therewith.

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Please confirm your tax exempt status by checking one of the boxes below, and providing the necessary supporting documentation.

Tax Exempt Status	
<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes - If yes, please include a copy of your tax-exempt determination letter or certificate.

The person signing this agreement certifies that such person has read, and acknowledged all terms and conditions, that he or she has read 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 service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

Customer	Language Line Services, Inc.
Accepted and agreed to date: 9/16/2019	Accepted and agreed to date:
Signature:	Signature:
Print Name: Deanna D. Ashby	Bonaventura A. Cavaliere
Title: Superintendent, Hopkins Co. Schools	CFO

Master Service Agreement

Master Service Agreement with

Enter correct full legal name of Customer: Hopkins County Schools

Language Line Services, Inc. (the "Company") and you, the Customer ("Customer" or "you") (together, the "Parties" and each a "Party"), agree that the terms and conditions 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 Company (the "Services"). This Agreement and each of the Services you choose to receive from Company will become effective upon the signing by both parties of this Agreement and will continue in effect until terminated under Section 12 ("Termination"). If you continue to request and receive Services after this Agreement has been terminated for any reason, this Agreement will continue in full force and effect.
- 2. PAYMENT TERMS.** Fees and any additional terms and conditions for each of the Services are identified in the respective Services Statements of Work, each of which is made a part of this Agreement. 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 the invoice issue date or right to dispute will be waived by Customer. Customer shall not have the right to set-off any disputed amounts. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer), (ii) added to the next invoice (if resolved in favor of Company) or (iii) as otherwise mutually agreed upon. Invoices will be sent to Customer's billing address shown in **Schedule A** hereto, or to such other address as Customer may specify by giving written notice to Company to CustomerCare@languageline.com. If Customer will not be paying for any specific affiliates, those affiliate(s) must be identified on **Schedule A** and must enter into a separate Master Service Agreement with Company. If Customer wants Company to identify any such excluded affiliate(s) by specific name in documentation, please provide a list of the affiliate(s) by name to the Company sales representative assigned to Customer.
- 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 and/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 products and 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.** If the Parties have not signed a Non-Disclosure Agreement, the Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information nor any of the other's customers/clients Confidential Information to any third party and will use 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**" means (a) information identified by a Party as being Confidential Information, (b) personally identifiable personal or health information protected under a law or regulation, including HIPAA, Graham-Leach-Bliley, and the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), (c) the terms and conditions of this Agreement, and (d) Company pricing for its Services, and all of the information provided in any invoices or other documents or in oral communications between the parties relating to the Services. Customer is obligated to inform Company if providing any of the Services would be governed by the GDPR.
- 5. COMPANY PERSONNEL.** Customer understands and acknowledges that in providing the Services, the Company does not subcontract any of its Services and its linguist workforce consists of its own employees, individual independent contractor interpreters and individual interpreters provided through professional interpretation employment companies (collectively, "LLS Personnel"). All LLS Personnel are subject to the same quality control standards and certification criteria and are supervised by Company, which is solely responsible for ensuring that that the terms and conditions of its customer agreements are met. No LLS Personnel are assigned to any specific customer and LLS Personnel availability is based on the language for which interpretation is sought and the real-time availability of LLS Personnel. Customer hereby approves the use of all of LLS Personnel.

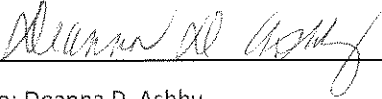
Master Service Agreement

- 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, any employee benefits (if applicable) and other similar taxes, benefits or charges.
- 7. LIMITED WARRANTIES AND LIABILITY.** THE COMPANY WILL PERFORM ALL OF THE SERVICES 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), 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 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.
- 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 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.
- 9. PUBLICITY.** Customer agrees that the Company may use Customer's name and/or corporate logo on Company's website and marketing materials and upon Company's reasonable request will provide a testimonial regarding Company's Services for use in Company's marketing of its Services.
- 10. ASSIGNMENT.** Neither party may assign 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 and provides notice of the assignment to the other party.
- 11. ACQUISITION OR MERGER OF CUSTOMER.** If Customer is acquired by or merged into an existing Company customer or acquires an existing Company customer, the terms and conditions of this Agreement, including pricing as set out in the applicable Services Attachments, shall remain unaffected unless the parties otherwise agree in a 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) on thirty (30) days' written notice if the other party has not cured the breach in 30 days, or if the breach cannot be cured in thirty (30) days, on the date agreed on by the parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from the Company within thirty (30) days of the receipt of the final invoice. Any disputed charges must be identified by Customer within the thirty (30) day period. The parties will use good faith efforts to resolve any disputed charges within the thirty (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 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 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 Company, its affiliates or their respective successors. (d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well

Master Service Agreement

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: (a) to Company 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 contractadministrationteam@languageline.com, and (b) to Customer at the address or e-mail shown on **Schedule A** for the Operations Contact, or the most current address provided by Customer to Company. 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 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. 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 Schedules and Services 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.
- 15. AUTHORIZATION.** The person signing this Agreement on behalf of Customer certifies that such person has read, understood, and acknowledged 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	Language Line Services, Inc.
Accepted and agreed to date: 9/16/2019	Accepted and agreed to date:
Signature: 	Signature:
Print Name: Deanna D. Ashby	Bonaventura A. Cavaliere
Title: Superintendent, Hopkins Co Schools	CFO

Master Service Agreement

Schedule A with

Enter correct full legal name of Customer: Hopkins County Schools

CUSTOMER CONTACT INFORMATION

Operations Contact	Billing Contact <input checked="" type="checkbox"/> Same as Operations Contact
Name: Jennifer W. Luttrell	Name:
Title: Director	Title:
Telephone: 270-825-6000	Telephone:
Fax: 270-825-6097	Fax:
E-mail: jennifer.luttrell@hopkins.kyschools.us	E-mail:
Address: 320 S. Seminary St.	Address:
City, State, Zip: Madisonville, KY 42431	City, State, Zip:

Tax Exempt Status

No

Yes - If yes, please include a copy of your tax-exempt determination letter or certificate.

Excluded Affiliates - Please identify affiliates, whose use of the Services will NOT be paid by you. Please identify any additional affiliates and attach to this document.

1ST AFFILIATE - Name:

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:

2ND AFFILIATE - Name:

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:

3RD AFFILIATE - Name:

Address, City, State, and Zip:

Contact Name, Phone, and E-mail: