



AFFORDABLE  
**Language**  
SERVICES

The Right Words Mean Everything

*Service Agreement Prepared Exclusively For*



# COVINGTON INDEPENDENT PUBLIC SCHOOLS - SPECIAL EDUCATION

**On-Site Interpreting**  
**Over the Phone Interpreting**  
**Video Remote Interpreting**  
**Telehealth Support/Video Conferencing Support**  
**Translation & Localization Services**

**September 27, 2024**

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Affordable Language Services is dedicated to our mission of building partnerships, connecting the right people, and making a difference. We have a vision to become the Region's 1<sup>st</sup> Choice Language Service Partner. Long-term client partnerships, excellent service combined with skilled Interpreters and Linguists are critical to achieving the mission and vision of our organization.

Our **core values** reflect our approach to service and underscore important aspects of our business approach.

**CARE DEEPLY**

*About your experience  
Operational excellence  
Each other*

**DEMONSTRATE INTEGRITY**

*Do what we say we will do  
Respect & compassion  
Absolute honesty*

**TAKE INITIATIVE**

*Leave no stone unturned!  
Be proactive  
Go above and beyond!*

Our desire is to provide a dynamic solution that is acutely tuned to the needs and growth plans of COVINGTON INDEPENDENT PUBLIC SCHOOLS - SPECIAL EDUCATION. We are focused on providing a centralized, holistic system of service that maximizes efficiency, proactively adapts to your needs, and consistently improves your experience.

**SCOPE OF SERVICE (Specific to this Agreement)**

- Over the Phone Interpreting (OPI) - On Demand & Scheduled
- Video Remote Interpreting (VRI) - On Demand & Scheduled
- On-Site Interpreting
- Video Conferencing

**OTHER SERVICES AVAILABLE:**

- Translation & Localization Services

This agreement is valid for execution through October 11, 2024.

Our proposed Service Agreement, based on current conversations, will be in effect through November 30, 2025. This period is defined as the Initial Term.

## INTERPRETING SERVICES

Affordable Language Services will provide COVINGTON INDEPENDENT PUBLIC SCHOOLS - SPECIAL EDUCATION with access to Interpreting Services for communication needs. You need to make sure your COVINGTON INDEPENDENT PUBLIC SCHOOLS - SPECIAL EDUCATION Staff can communicate effectively with consumers, patients, families and each other.

### *We make this process simple with customized secure platform*

- **On-Site Interpreter**
  - ✓ Affordable Language Services will meet with Key Stakeholders to gain needs' insights and strategically build an Interpreter Program with a service combination of:
    - "Hub" Interpreters
    - Traditional prescheduled (individual) appointments
    - "On-Call" Interpreter program
    - Project Based Interpreters
    - Conference Team Interpreting/Simultaneous Interpreters
  - ✓ Interpreters are vetted to meet defined standards of performance
  - ✓ You will have access to schedule interpreting appointments through:
    - a dedicated Scheduling Team at Affordable Language Services
    - Secure Scheduling Portal (scheduling and monitoring appointments)
    - Dashboard and Scheduling Portal allowing for real time reporting and Appointment Visibility
    - Invoice availability inside the Customer Portal
- **Telephonic Interpreting (Over-the Phone/On Demand)**
  - ✓ **ALS will customize for your facility for ease of use and billing accuracy**
  - ✓ Password Bypass/Persistent Login/Single Sign On
  - ✓ Dashboard with REAL TIME information
  - ✓ Multi-party video or audio 4-way conferencing
  - ✓ Fully integrated with ZOOM
  - ✓ On Demand access for approximately 195 languages
  - ✓ Availability 7 days/week – 24 hours/day – 365 days/year
  - ✓ Remote Interpreters are accessible to COVINGTON INDEPENDENT PUBLIC SCHOOLS - SPECIAL EDUCATION facilities via telephone, via computer web browser, or interface on a mobile device through an app for Android or iOS
  - ✓ Capabilities of routing to US Based Interpreters only (price adjusted accordingly)
- **"Direct Connect"**
  - ✓ Clients can be given a dedicated phone # that directly connects with an Interpreter of a specific language
  - ✓ Facilitates communication in the callers' native language from the beginning of a call (Consumer/Associate or Patient)
  - ✓ Interpreter answers call and will dial directly to company internal # that need to be added

- **Video Remote Interpreting (VRI/On Demand)**
  - ✓ Video Remote Interpreting can be accessed for American Sign Language as well as spoken needs
  - ✓ On Demand languages available 7 days/week – 24 hours/day – 365 days/year
  - ✓ Remote Interpreters are accessible to your facility via computer web browser or interface on a mobile device (phone or tablet) through an APP for android or iOS
  - ✓ APP allows for audio or video call
  - ✓ Dashboard with REAL TIME information
  - ✓ Multi-party video or audio 4-way conferencing
  - ✓ Screen Sharing capability
  - ✓ Fully integrated with ZOOM
  - ✓ Capabilities of routing to US Based Interpreters only
- **Over-the-Phone and Video Remote Interpreting Prescheduled**
  - ✓ For appointments that require prescheduling (i.e., rare languages, lengthy appointments requiring continuity of Interpreter) we can schedule a video or phone Interpreter in advance via internal Scheduling Team
  - ✓ Prescheduled languages available 7 days per week – 24 hours/day – 365 days/year
- **Telehealth and Video Conferencing Support**
  - ✓ Capability with most technology platforms enabling the Interpreter to visually join the meeting/appointment
  - ✓ Screen Sharing capability
  - ✓ Provides more in depth and desirable outcome for provider and client
  - ✓ On Demand & Prescheduled languages available 7 days per week – 24 hours/day – 365 days/year

### INTERPRETING SERVICES – On Site

#### Service Agreement:

SERVICE On-Site Interpreting	MINIMUM HOURS	REGULAR HOURS Rate/Hour	AFTER HOURS Rate/Hour	EMERGENT Rate/Hour
<b>Consecutive Interpreting</b> • <b>SPANISH</b> • <b>Non-Certified Medical/Other</b>	1	\$50/Hour	+\$10/Hour	+\$10/Hour
<b>Consecutive Interpreting</b> • <b>ALL OTHER LANGUAGES</b> • <b>Non-Certified Medical/Other</b>	2	\$55/Hour	+\$10/Hour	+\$10/Hour
<b>Interpreting</b> • <b>AMERICAN SIGN LANGUAGE</b> • <b>Non-Certified Medical/Other</b>	2	\$75/Hour	+\$10/Hour	+\$10/Hour
<b>Team Interpreting</b> • <b>AMERICAN SIGN LANGUAGE</b> • <b>SIMULTANEOUS (SPOKEN LANGUAGES)</b>	TBD TBD	TBD TBD	TBD TBD	TBD TBD
<b>Parking</b>	<b>Provided by Client</b>			
<b>Mileage</b>	<b>At current Federal Rate (when applicable)</b>			

- Regular Hours' billing rate will be used for all appointments taking place within Business Hours – Monday through Friday 8 AM-5PM EST
- Emergent and After Hours' billing rate will apply to all times outside of Business Hours, and will include holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day)
- Emergent Fee: If appointment is scheduled with less than 24-hour notice (dependent on business hours defined as Monday-Friday 8 AM – 5 PM EST), the Emergent Hours' Rate will apply
- Spoken Language Cancellation Fee: if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM EST), the minimum fee will be charged
- American Sign Language Cancellation Fee: if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), the minimum fee will be charged or reserved time whichever is greater
- If Links are required Links need to be provided to ALS no later than 4 days prior to the event
- If Scheduled appointments are longer than 4 hours in duration and cancelled with less than 48 hours-notice reserved time will be charged
- If the services are required longer than the minimum billable hour(s), appointment will be billed in 15-minute increments
- Invoicing for On-Site Interpreting is weekly and submitted electronically – preferred method of payment; ACH or Credit Card
- E-Signatures will be used as Verification of Service

## INTERPRETING SERVICES (Over the Phone and Video Remote)

### Service Agreement:

<b>OVER THE PHONE INTERPRETING (OPI) – ON DEMAND Pricing - Non-Certified Medical/Other</b>	
<b>Language</b>	<b>Rate/Minute</b>
Spanish	\$.95
All Other Spoken	\$1.10
<b>VIDEO REMOTE INTERPRETING (VRI) – ON DEMAND Pricing - Non-Certified Medical/Other</b>	
<b>Language</b>	<b>Rate/Minute</b>
Spanish	\$1.10
All Other Spoken	\$1.30
American Sign Language	\$1.75
American Sign Language (After Hours)	\$2.40
<b>OVER THE PHONE &amp; VIDEO REMOTE INTERPRETING – SCHEDULED Pricing - Non-Certified Medical/Other</b>	
<b>Language</b>	<b>Rate/Minute</b>
Spanish	\$1.10
All other Languages	\$1.65
American Sign Language	\$2.20
<b>DIRECT CONNECT</b>	
	<b>NA/Month/Line</b>
<b>OVER THE PHONE &amp; VIDEO REMOTE INTERPRETING Conference &amp; Telehealth Pricing - Non-Certified Medical/Other</b>	
<b>TBD</b>	<b>Rate/Minute</b>
<b>Set-up Fee</b>	<b>PAID</b>

- **All “On Demand” Appointments** are billed by actual minutes utilized per call
- **All “Scheduled” Appointments** for Spoken Languages will be billed for a minimum of 30 Minutes
- **All “Scheduled” Appointments** for American Sign Language will be billed for a minimum of 60 Minutes
- 24 Hour Cancellation is required for Scheduled Appointments - if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), Time Reserved will be charged
- It is possible to maintain call recordings for a limited time. Customer needs to agree to saving calls and the duration. Associated costs are added to the monthly invoice
- OPI/VRI is invoiced monthly, submitted electronically or available via the Customer Portal
- Any scheduled OPI or Video calls requiring blocks of time and extended duration will have a cancellation policy specific to the project and scope of work
- Invoicing for phone and video Interpreting is monthly and submitted electronically or available via the portal – preferred method of payment; ACH or Credit Card

## **INTERPRETING SERVICES**

### **Qualifications & Requirements**

It is important that we pre-determine the qualifications and requirements relative to assigned On-Site Interpreters.

The criteria selected will be required for an Interpreter to accept appointments with your facility.

- **BACKGROUND CHECK**

**Affordable Language Services requires a background check for all On-Site interpreters**

No Additional Requirement

- **DRUG SCREENING**

**Affordable Language Services requires a drug screen for all On-Site interpreters**

No Additional Requirement

- **MEDICAL**

MMR Vaccine (one-time vaccine)

TB Test

Flu Shot (required annually)

COVID Vaccination Required

Badge Required

Other: \_\_\_\_\_

No Requirement

- **EDUCATION**

State Testing Training Required

Other: \_\_\_\_\_

No Requirement

- **LEGAL**

Legal Certification Required

- This will require interpreters to be formally certified by the state

Legally Qualified

- This is for interpreters who have had legal training, but have not completed the formal certification

No Requirement

- **CALL RECORDING**

Call Recording Duration and Associated Cost: \_\_\_\_\_

### **Parking on Location: (select all that may apply)**

Free/open to park anywhere

Interpreter must pay

Interpreter must park in certain lot/area (please provide instruction on where)

Need Parking Sticker/Badge

### **Document Translation & Localization**

Our goal is to ensure that your carefully chosen words are translated as you intended. We will provide innovative solutions that make it easy, with an approach consisting of a professional Linguist, Machine Translation or a Combination:

- Secure Client Portal (Ability to transfer documents/retrieve documents/manage reporting)
- Integrated Translation Management System (memoQ/Plunet)
- Quality Management System for Internal Processes and Linguist Management & Quality Results
- Efficiency and Cost Effectiveness with Future Projects Through Utilization of Translation Memory
- In-Country and International Linguist Teams
- Strategic Partnership to Support Overall Corporate Translation Plan
- Dedicated Translation Team Providing a Consultative Approach for all Projects

### **Affordable Language Services - Translation Scope**

- Translation Client “Needs Analysis” and Strategic Overview
- Translation
  - Document Translation
  - Website Translation
  - Subtitling
- Linguist Translator + Linguist Reviewer
- MT (Machine Translation)
- MTPE (Machine Translation Post-Editing)
  - ✓ Light Post Editing
  - ✓ Full Post Editing
- Transcreation
- Website Localization
- DTP (Desktop Publishing)
- Transcription
- Proofing
- Voice-Over and/or Dubbing (Service is quoted per Project)
- Style Guide Creation
- Customizable Content Management

Translation Memory will compound pricing discounts as projects accumulate.

***Translation Memory is accessible and buildable by language and across ALL departments within your organization.***

Each translation project is unique and will generate its’ own individual Quote.



### ADDITIONAL SERVICES (related to translation and localization)

ADDITIONAL SERVICES	ASSOCIATED COST
Website Translation	Price quoted by SOW by project by language
Transcreation	Price quoted by SOW by project by language
Localization	Price quoted by SOW by project by language
Subtitling	Price quoted by SOW by project by language
Voice-Over	Price quoted by SOW by project by language
Transcription	Price quoted by SOW by project by language
Machine Translation (MT)	Price quoted by SOW by project by language
Machine Translation Post-Editing (MTPE) <ul style="list-style-type: none"> <li>✓ Light Post Editing</li> <li>✓ Full Post Editing</li> </ul>	Price quoted by SOW by project by language
Proofing	Price quoted by SOW by project by language
Style Guide Creation	Price quoted by SOW by project by language
Glossary Creation	Price quoted by SOW by project by language

### TRANSLATION PROJECTS

#### Standard Delivery:

- Delivery in 3-5 business days for up to 4000 words
- Add 1 business day for each additional 1500 words

#### Expedited Delivery:

- Delivery in 24-48 hours is possible for translation of certain documents, but revision by a second Linguist may not be possible due to time constraints
- Expedited delivery will result in a 40% rush fee & may also apply to documents in PDF format if recreation is necessary)
- Expedited projects will be discussed in order to have optimal results required

#### Notarized Certificate of Accuracy:

- \$25.00 per Certificate
- Verifies the translation is complete and correct and the translation was performed to the best of the translator's ability
- Certificates typically must accompany documents utilized for a legal or official purpose

#### Invoicing:

- All Translation Projects are invoiced when completed and delivered unless otherwise negotiated
- Invoices are submitted electronically and are password protected
- Invoice Payment via ACH or Credit Card

**INVOICING INFORMATION**

We want to make sure we provide accurate Invoicing for your organization! Please review the fields below and we will discuss your specific requirements, ensuring your information goes to the right contact with the necessary information all the time!

<b>COVINGTON INDEPENDENT PUBLIC SCHOOLS - SPECIAL EDUCATION INFORMATION</b>	
Company Name: <b>COVINGTON INDEPENDENT PUBLIC SCHOOLS - SPECIAL EDUCATION</b>	Billing Address – please list if different than address on left
Address:	Billing Address:
City:                                  State:                                  Zip	City:                                  State:                                  Zip:
Client Contact for Services:	Client Contact for Billing:
Phone #:	Phone #:
Email Address:	Email Address:
Fax #:	Fax #:
Preferred Method of Payment:    ACH	
IF Check Payment has been negotiated send checks to: AFFORDABLE LANGUAGE SERVICES PO BOX 195 MARIETTA, OH 45750-0195	
Credit Card Payments will incur an additional charge on invoice	
Current Terms & Conditions: <a href="https://www.affordablelanguageservices.com/company-terms-conditions/">https://www.affordablelanguageservices.com/company-terms-conditions/</a>	
<b>INVOICE FIELDS – Please select if these fields are required to be shown on invoices</b>	
PO Required?	Other (please specify):
Cost Center Code(s) Required?	Other (please specify):
Case Number Required?	Other (please specify):
Suite/Department Required?	Other (please specify):

**ONLINE ACCESS**

Please list below any staff that will need online access to our software. There is Basic Access, which will allow job viewing or entry only, or Admin Access, which will allow job viewing and entry, as well as financial and reporting access. ALS will provide training on the software to assist your team. Additional Team members will be added as needed.

NAME	PHONE	EMAIL	PLATFORM

## Company Terms & Conditions

Customer agrees that by placing any orders, customer is bound by the terms and conditions outlined below.

### 1. DEFINITIONS

“Company” means AFFORDABLE LANGUAGE SERVICES, LTD., including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

“Client” means the party hiring Company including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

### 2. PAYMENT, END USER DATA AND PRICING

#### PAYMENT

New customers may require prepayment of 50-100% of initial order. Payment is due within 15 days from invoice date. Interest will accrue at one and one-half percent (1.5%) per month on any outstanding balances over 15 days past invoice date.

Invoices neglected for longer than 30 days may result in service restriction.

Payments are accepted via ACH or Credit Card.

#### CREDIT CARD PAYMENT

Credit Card payments will incur an additional charge on invoice

#### CHECK PAYMENT

Check payment is not a preferred method, if check payment is required and negotiated payments need to be mailed to:

**AFFORDABLE LANGUAGE SERVICES**

**PO BOX 195**

**MARIETTA, OHIO 45750-0195**

#### END USER DATA

On occasion, not all end user data associated with an OPI/VRI Session may be collected for multiple reasons, including the inability of the caller to provide accurate requested information. Incorrect end user data will not be reason to deny payment for OPI/VRI services rendered.

#### PRICING

Company can modify pricing associated with its services as dictated by business conditions.

Such pricing changes must be provided to Client with at least 30 days' notice.

### 3. NONSOLICITATION

Client shall not at any time and for a period of one year after termination of this contract, directly or indirectly, induce or attempt to influence, contract with, or hire away, any employee or contractor of Company for duties that include interpreting.

Client may avoid this restriction upon payment of a one-time fee of \$5,000.00. If the client wishes to pursue hiring any contractor/employee of company (for duties that include interpreting) they must contact Affordable Language Services in advance.

#### 4. CONFIDENTIAL INFORMATION

Company shall take reasonable measures to ensure that all communications which are the subject of any work by Company remain confidential. All employees and contractors used by Company are required to sign a confidentiality agreement and are aware that Client communications are confidential. If either Company or Client receives a court subpoena, request for production of documents, court order or requirement of a government agency to disclose any Confidential Information, the recipient shall give prompt written notice to the other party so that the request can be challenged or limited in scope by Company or Client, as appropriate.

Client shall not disclose or permit disclosure to any third party of any information concerning either the means or methods of Company's services nor the fees charged for such services, subject to requirement to release records under Ohio Public Records Law.

#### 5. CLIENT REVIEW

Client agrees to the Company's Client Review Policies and Process as defined:

##### **CLIENT REVIEW POLICIES AND PROCESSES**

Client/in-country review is a vital part of the translation process. Not only does it reassure our clients of the quality of Affordable Language Services' work, but it also serves as a feedback mechanism so that Affordable Language Services can continually improve both translation and process quality. For client review to be effective and efficient, reviewers must adhere to the following definition of scope:

- Review is not an **editorial function**; it is a quality control function.
- Since the goal of review is inspection, Affordable Language Services suggests that in the interest of time and cost effectiveness, the client **reviewer should perform a spot check of materials**. We recommend that the reviewer inspect a **representative sample of 5-10% for larger projects**. However, the scope of the review is at the full discretion of the client.
- The client reviewer's linguistic qualifications and subject matter expertise are the sole responsibility of the client.
- **The reviewer's job is to confirm that Affordable Language Services has conformed to terminological and translation standards agreed upon by the client and Affordable Language Services and report on any/all errors. Affordable Language Services defines errors as follows: (1) overt mistranslations, (2) the use of incorrect terminology, (3) failure to adhere to terminology included in client approved glossaries and/or translation memories, (4) failure to adhere to established style guidelines, which were discussed and approved by the client prior the project start (5) missing or incomplete translation, (6) defects in orthography, typography and formatting (if the review is done prior to formatting, formatting issues are not to be considered an error). Preference-based changes (such as stylistic changes that were not specified in the style guide and are mainly a matter of personal preference) do not constitute errors and are not covered under this client review policy. If these changes are to apply to future work, they must be reported in the reviewer's logs for incorporation into glossaries, translation memories and style guides, but not in the current project. No changes to approved terminology will be accepted during the review phase. Any preferential changes can be made to the translation as a part of an update and will be charged separately.**

- Affordable Language Services defers to the reviewer regarding all changes that s/he makes to deliverables and disclaims any responsibility for changes made by the reviewer.
  - Affordable Language Services requires that corrective action mandated by the reviewer be reported to Affordable Language Services in a change log. Furthermore, such issues must be actionable by Affordable Language Services, i.e., the requested change must be clearly defined and the context of the change precisely reported so that Affordable Language Services can resolve the issue. Updates to glossaries, translation memories, style guides and deliverables will be confined to the corrective actions noted in the change log.
  - **All changes inserted into files using change tracking will be accepted as is. Documents and files that rely on returned files will be updated accordingly. Regression testing of client-reviewed files is not included in base costs for translation/localization projects. Any costs arising from remediation of errors introduced by the client's reviewer will entail additional costs to the client above and beyond the original contract.**
  - **It is Affordable Language Services' standard policy to correct all errors (as defined in point "4" above) and implement all changes mandated by the client reviewer within five business days or less.**
  - Scheduling of client review must be agreed upon by Affordable Language Services and the client prior to the start of any project.
6. LIMITATION REGARDING RESPONSIBILITY TO CHANGE TRANSLATION WORK
- In the case of a translation or transcription, Client agrees to promptly review the work product of Company upon receipt thereof and to notify Company of any errors or omissions in such work product within either seven business days OR one-half the duration of the project (measured from receipt of all source files, approval, and applicable prepayment or purchase order to date of delivery). Failure to raise an objection within this period shall be considered as approval of the work as delivered. Upon timely objection, Company agrees to rectify the following without charge within a reasonable period: outright mistranslation, omission, typo, grammatical mistake, or non-adherence to any pre-approved glossary. All changes requested by the Client (stylistic, preferential, and/or terminological) will be subject to additional charges.
7. CHANGES IN TRANSLATION PROJECT SCOPE OR REQUIREMENTS
- Following the start of a translation order, any changes requested by the client that impact the project scope (amount of work, level of service, or time to delivery) may warrant a change in charges. Any change in project costs will be reported to the Client prior to any work starting or continuing. The Company requires approval in writing to carry out such changes.
8. RETENTION OF SOURCE MATERIALS AND WORK PRODUCT
- Unless otherwise agreed in writing, Company shall have no obligation to retain file copies of any source materials provided by Client or work product produced by Company but specifically reserves the right to do so at its sole and exclusive option. Retrieval of archived documents (those older than 60-days after final delivery of a Client's order) will incur a \$25 archive retrieval fee.
9. OWNERSHIP OF LANGUAGE ASSETS

The Company retains ownership of all language assets (translation memories; terminology lists, databases, and glossaries; style guides; query databases, and any other reference materials compiled as part of translation work initiated by the Company on behalf of the Client) unless such assets are deemed as deliverables for which a fee shall be negotiated between the Client and the Company. Once a language asset has been designated as deliverable and relevant fees negotiated and paid, ownership of said assets will transfer to the Client. All costs accrued for maintaining, improving, or modifying such assets will be borne by the Client.

## 10. CLIENT'S DUTIES AND OBLIGATIONS

### Purpose and Use of Work

Client shall clearly and specifically indicate the purpose and intended use of any work requested from Company as well as any other specifications regarding the services to be delivered by Company, all of which must be agreed to in writing by Company. Specifically, and without limitation, the Client shall indicate whether any documents submitted to Company will be used as or in bids and tenders, any legal actions, including but not limited to court documents, letters, depositions, etc., contracts of any nature, advertising, printing, or publication. Client shall cooperate with Company when additional information or collaboration is needed and shall accept liability for any delays resulting from a failure to cooperate.

### Certifications

The Client shall also make known to Company any certification requirements upon making the request and all other circumstances wherein the services to be provided have a direct relation to life and death consequences, i.e., medical technology, service and operation manuals for machinery and industrial/agricultural equipment, tools, government security clearance, etc. It is understood and agreed that the services to be provided by Company shall be suitable only for the specific use and purpose disclosed by the Client and set forth in the Specifications.

### Responsibility to Review Invoices and Limitation to Dispute Charges

The Client shall be responsible for reviewing invoices for accuracy and disputing any charges within 14 days of receipt of invoice. For any invoice that has already been paid, the Client may request an audit of billed services and necessary corrections to be made for a period of 60 days from the date the payment is received. Predetermined questions (for OPI and VRI invoicing) that have no response cannot be challenged for accuracy.

## 11. LIMITATION ON WARRANTIES AND COMPANY'S RESPONSIBILITY FOR DAMAGES

Company's sole obligation with respect to error in its work product is to correct such error at no cost to Client. No liability is assumed by Company for any actual or alleged lack of nuance or impact, in particular, and without limitation, as these may relate to expressiveness of a text and its suitability for use by the Client in any particular activities. Unless otherwise agreed to in writing by the Company, Company MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, including but not limited to the availability or timeliness of the performance of any service. No liability will be assumed by Company for changes made or requested by Client to the original and/or final deliverables of an order.

#### 12. SEVERABILITY

If any provision of the Company Terms and Conditions or Client Price Sheet or Client Estimate shall be construed to be illegal or invalid, the illegal or invalid provision shall be reformed to the extent possible to give its intended effect and/or meaning and all remaining provisions hereof shall continue in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party.

#### 13. RENEWAL

This agreement will automatically renew upon the conclusion of the Initial Term if neither party provides notification of intent to terminate more than 30 days prior to the end of the term.

#### 14. TERMINATION

Client may terminate services by providing 30 days written notice to Company. Client must pay for any services performed or expenses incurred prior to the termination date, according to the terms.

#### 15. WAIVER

No waiver of any breach of any provision of the Service Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement. Failure to enforce any term of the Agreement shall not be deemed a waiver of future enforcement of that or any other term.

#### 16. MODIFICATION

Except as to pricing terms of Section 2 and 13 above, this Agreement may not be modified or amended except by a written agreement signed by both parties.

#### 17. GOVERNING LAW

The Service Agreement shall in all respects be construed in accordance with and governed by the laws of the state of Ohio, without regard to its conflict of laws rules.

#### 18. COMPANY'S RELEASE OF INTELLECTUAL PROPERTY RIGHTS

Final release of copyrights or other intellectual property rights for work in printed or electronic form, any audio or video recordings, computer files or graphics, shall only be issued after payment in full of all outstanding balances due to Company.

#### 19. ENTIRE AGREEMENT

This agreement includes all attached exhibits, all of which are herein incorporated by reference. This agreement contains the entire understanding of the parties with respect to the matters herein contained and supersedes all previous agreements and undertakings with respect thereto. This Agreement may be modified only by terms outlined in Section 2 and 13.

**SIGNATURE**

By signing I agree to have read and agree to all pricing and Affordable Language Services' Terms and Conditions in this document.

**Affordable Language Services**

**COVINGTON INDEPENDENT PUBLIC SCHOOLS - SPECIAL EDUCATION**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_