

LANGUAGE SERVICES AGREEMENT

1. Parties to Agreement

This Language Services Agreement (“Agreement”) is made to be effective August 20, 2025 (“Effective Date”) and is by and between Affordable Language Services, Ltd., a wholly-owned subsidiary of **Lango Holdings Inc.** (“LANGO”), and Beechwood Independent Schools (“CUSTOMER”), each hereinafter referred to individually or collectively as “Party” and “Parties,” respectively. The term of this agreement shall be one (1) year from the Effective Date, and shall auto-renew annually. The Parties agree that the terms and conditions of this Agreement shall apply to the professional language services provided by LANGO for CUSTOMER as defined in **Exhibit A – Price List**, attached hereto and incorporated herein by reference. All notices and correspondence pertaining to this Agreement shall be mailed by USPS or emailed to the following addresses:

Affordable Language Services, Ltd.

Affordable Language Services, Ltd.
249 W Thornhill Drive
Fort Worth, Texas 76115
info@lango.co

Beechwood Independent Schools

Beechwood Independent Schools
54 Beechwood Road,
Fort Mitchell, KY 41017

2. Payment for Services

LANGO shall perform services on a non-exclusive basis for CUSTOMER as may be requested and authorized by CUSTOMER from time to time pursuant to the terms and conditions of this Agreement. CUSTOMER agrees to pay LANGO for services performed hereunder as follows:

- a. CUSTOMER will pay LANGO the unit prices set out in Exhibit A attached hereto.
- b. All unit and/or hourly rates are subject to annual cost of living adjustment, not to exceed 3% per year, with the exception of government announced hyperinflation coefficients.
- c. CUSTOMER agrees to pay all invoiced charges for services performed by LANGO within thirty (30) calendar days after receipt of invoice(s) submitted by LANGO.
- d. A 1.8% monthly interest fee will be charged by LANGO for any and all amounts owed by CUSTOMER to LANGO not paid within the timeframe set out in 2.c. above.
- e. If during the performance of services LANGO determines that additional time and/or resources are required to complete the work, LANGO shall so notify CUSTOMER immediately and CUSTOMER may authorize such additional work and/or charges.
- f. In addition to the fees to be paid to LANGO in accordance with Exhibit A, LANGO shall be reimbursed for reasonable and necessary business travel subsistence, and related

expenses when traveling at the direction of CUSTOMER. Any and all such additional reimbursable business expenses shall be discussed with and pre-approved by CUSTOMER before such expenses are incurred.

- g. If services are performed at CUSTOMER'S offices/facility and require certain technical and/or backup support, such as engineering, drafting, reproduction, computer, secretarial, stenographic, clerical, and other similar services, LANGO shall have access to such services in CUSTOMER'S office/facility at no cost to LANGO.

3. Termination

This Agreement may be terminated upon thirty (30) days written notice by either Party to the other Party. No cause shall be required for termination of the Agreement. In the event this Agreement is terminated, it is agreed that LANGO shall be paid for all services performed under this Agreement up to and including the date of termination. CUSTOMER shall make full and final payment to LANGO within thirty (30) days of the receipt by CUSTOMER of a final itemized statement.

4. Certified Interpreters and Criminal Background Check

LANGO follows the highest standards prescribed by national and international language bodies in recruiting and contracting interpreters. LANGO interpreters have produced documentation of professional interpreter training, certification, or license, and/or completed LANGO'S comprehensive testing and training program. A criminal background check is done on each interpreter when onboarded.

5. Confidentiality

Parties acknowledge that during the performance of services under this Agreement, Parties may share or exchange information that may constitute confidential information protected under HIPAA regulations and other privacy policies, as well as trade secrets, commercial secrets, know-how or other restricted information ("Confidential Information"). Each Party therefore acknowledges and agrees:

- a. To hold in confidence any and all Confidential Information disclosed by the other Party.
- b. Not to disclose Confidential Information to any other person or third party or use Confidential Information, except for the furtherance of the terms of this Agreement, or for internal discussion and evaluation purposes permitted pursuant to this Agreement or with written permission from the disclosing Party.
- c. To treat such Confidential Information with the same degree of care as it would its own confidential information.

Such Confidential Information shall mean all information and tangible things provided by disclosing Party to receiving Party during the performance of Services under the Agreement, including, but not limited to, all special proprietary software, reports, cost data, PHI, or other information and tangible things identified, indicated, named, or marked by disclosing Party as confidential or assumed confidential under applicable regulations. No such Confidential Information shall be released by receiving Party to anyone other than authorized representatives of disclosing Party except as provided for by the law. If receiving Party, its agents or employees, have been requested, or are otherwise required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any such Confidential Information or else stand liable for contempt or suffer other legal censure or penalty, then receiving Party, its agents or employees so compelled may disclose such information pursuant to that request or requirement without liability hereunder, in which case receiving Party shall inform disclosing Party and shall cooperate with disclosing Party to minimize the extent of the disclosure.

Each Party shall exercise the same standard of care that it uses to protect its own confidential information. In the event of inadvertent disclosure or use, the Party responsible for the inadvertent disclosure shall immediately upon discovery of such disclosure or use notify the other Party and shall endeavor to prevent any further unauthorized disclosure or use. Such inadvertent disclosure will not relieve either Party from continued adherence to the terms and conditions of this Agreement.

Nothing in this Agreement shall be interpreted as placing any obligation of confidentiality and nonuse on receiving Party with respect to any of the Confidential Information that:

- a. Can be demonstrated to have been in the public domain as of the effective date of this Agreement or comes into the public domain during the term of this Agreement through no fault of receiving Party;
- b. Can be demonstrated to have been known to receiving Party prior to execution of this Agreement and was not acquired, directly or indirectly, from disclosing Party or from a third party under a continuing obligation of confidentiality or limited use;
- c. Can be demonstrated to have been rightfully received by receiving Party after disclosure under this Agreement from a third party who did not require receiving Party to hold it in confidence or limit its use, and who did not acquire it, directly or indirectly, from disclosing Party under a continuing obligation of confidentiality;
- d. Can be demonstrated to have been independently developed by personnel of receiving Party who had no substantive knowledge of the disclosing Party's information; or
- e. Is required to be disclosed pursuant to law or court order.

All LANGO documents and materials will contain this notice: *"This document contains confidential and proprietary information of Lango Inc. and is not intended to be disclosed or otherwise made public to any party for any purpose without the express written consent of LANGO INC."*

Specifically, this document is not subject to disclosure on the basis that it may reveal LANGO INC's approach to its processes, pricing methodology, other pricing information that may be used in future solicitation or bid documents and may be give an advantage to a competitor."

6. Indemnification

LANGO and CUSTOMER agree to hold harmless and indemnify, to the extent permitted by New York Law, the other from and against any claims, causes of action, or any other form of damage or expense relating to a third party claim, including, but not limited to, attorney's fees and expenses, for an intellectual property violation, a HIPAA violation, a claim by an employee, vendor, or agent of one party asserted against the other party, or fraudulently or intentionally wrongful act of any kind by an employee or agent of one party resulting in damages to the other party, and from all liability resulting from deaths or injuries any of their employees, or from damages to their property and the property of their employees.

Each Party waives and releases the other party from any and all punitive, exemplary, and consequential damages and from any and all loss of profits and loss of revenues, as a result of a default by the other Party.

7. Reassignment or Transfer of Obligations

LANGO may not assign, transfer, or subcontract this Agreement without the approval of Customer. If LANGO shall cause any part of work hereunder to be performed by a subcontractor, LANGO shall remain liable for all of its obligations hereunder, and in addition shall require its subcontracts, with respect to the work to be performed, that the subcontractor agrees to extend to Customer all rights and privileges which are given by LANGO to Customer in this Agreement. Under no circumstances shall subcontractor, or its agents, servants, or employees be considered employees of Customer.

8. Unauthorized Use of Services

If applicable, and for certain services (including, but not limited to Over the Phone Interpreter Services, Video Remote Interpreter Services) Customer may be issued a unique Customer identification number ("CID"). Customer agrees to safeguard its CID against use by unauthorized persons. Customer shall be solely and fully responsible for charges resulting from the use of its CID, whether or not such use is authorized.

9. Limited Warranties

LANGO will deliver Services consistent with industry standards of practice and in a professional manner. LANGO makes no representation, warranty or guarantee, express or implied, about its Services. LANGO will make a best effort to provide technical and professional resources when

needed in the language needed, but does not warrant the availability of any specific individual employee, agent, subcontractor or representative or any specific solution or method in favor of other equitable solutions for all languages at all times.

For the purpose of quality assurance, LANGO may record or monitor calls, perform random and/or scheduled spot checks, and perform other quality assurance and quality control procedures.

The details of the method and manner of performance of Services by LANGO shall be under its own control. Customer being interested only in the results thereof, LANGO is for all purposes hereunder an independent contractor and in no event will LANGO be considered an agent or employee of Customer, or any of its subsidiaries or affiliates for any purpose. It is further agreed and understood that Customer shall not have any obligations as an employer to LANGO or LANGO'S employees, principals or subcontractors regarding, but not limited to, federal income taxes, F.I.C.A. taxes, Worker's Compensation, medical and insurance benefits, retirement and savings plan, vacation pay, or other employee benefits.

10. Compliance

LANGO agrees to conduct its services hereunder in accordance with all applicable laws. shall LANGO indemnify and hold Customer harmless from any and all fines, penalties, costs, or liability arising from LANGO'S failure to comply with all applicable laws during the performance of services under this Agreement.

11. Force Majeure

Each Party shall be excused without liability for failures and delays in performance caused by war, civil riots or insurrections, strikes, floods, fires, explosions, or other occurrences or disturbances or disturbances beyond control and without the fault of such Party. Any Party claiming any such excuse for delay or non-performance shall give notice thereof and proof thereof to the other Party within ten (10) calendar days of such occurrence. Inclement weather that results in the closure of government facilities may be deemed a force majeure.

12. Representations

Neither Party of this Agreement shall have, nor shall it represent itself as having any authority to commit another Party by negotiation or otherwise to any contract, agreement, or other legal commitments in the name of or binding on another Party or to pledge or extend credit in the name of another Party.

13. Professional Liability Insurance

LANGO shall maintain professional liability and general liability insurance, to include errors and omissions coverage for all services rendered by LANGO pursuant to this Agreement in the minimum amount of \$1 Million per occurrence and \$3 Million annual aggregate. Provider further agrees to maintain such insurance during the term of this Agreement and shall provide the Customer with Certificates of Insurance evidencing such coverage upon request. LANGO shall provide Customer with not less than thirty (30) days written notice prior to the cancellation or expiration of such insurance.

14. Entire Agreement

This Agreement and all exhibits and addenda attached hereto, signed and/or initialed by the Parties hereto, constitute the entire agreement between the Parties. This Agreement shall be governed by the laws of the State of New York, USA, and shall not be amended, changed or extended except by written instrument signed (written or electronically) by both Parties hereto. Paragraph captions are for convenience only and neither limit nor amplify the provisions of this document. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

This Agreement may be executed in any number of counterparts, including facsimile counterparts or electronic counterparts, with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

[signatures next page]



The following Parties execute this Agreement on the date indicated with their signature.

LANGO INC.

By: Meti Dibra
(signature)

Meti Dibra
Printed Name:

COO
Title:

08/20/2025
Date:

By: _____
(signature)

Printed Name:

Title:

Date:

EXHIBIT A - PRICE LIST

INTERPRETATION SERVICES IN-PERSON CONSECUTIVE

Language	Rate per Hour	Minimum Appt Time (MAT)	After MAT 15-Min Increments	Rate Per Mile	Rate After Hours Appt	Emergency Rate (less than 24-Hr notice)/Holiday
Spanish	\$50.00	1 Hours	\$14.75	Per standard IRS rate	\$60.00	\$75.00
All Other Spoken Languages	\$55.00	2 Hours	\$19.75	Per standard IRS rate	\$65.00	\$80.00
American Sign Language (ASL)	\$75.00	2 Hours	\$21.25	Starting at 1-Hr	\$85.00	\$95.00
ASL Tactile	\$135.00	2 Hours	\$33.75	Starting at 1-Hr	\$155.00	\$155.00
Remote CART	\$149.00	1 hour	\$37.25	1-Hr Set-up	\$169.00	\$189.00

- Business hours are 8:00am – 5:00pm Local Time, Monday-Friday.

- An appointment outside these hours or on major holidays (New Year's Day, Martin Luther King Day, Memorial Day, Independence Day/July 4th, Labor Day, Thanksgiving Day, and Christmas Day) will be considered an *After-Hours* appointment.
- Any appointment cancelled less than 24 hours for foreign languages and 48 hours for ASL before the start time will be charged the two-hour minimum.
- Any appointment scheduled over 2 hours and cancelled less than 24 hours for foreign languages and 48 hours for ASL before the start time will be charged the amount of time requested for the appointment plus travel time, regardless of the cause. *(For example, inclement weather conditions, natural disasters, closings, internal emergencies.)*
- All ASL appointments over 1 hour require a team of interpreters.
- Travel time and additional travel expenditures will be added to appointments taking place outside of Lango's normal geographic operating areas.
- Requester will be made aware of additional charges before the appointment is confirmed.
- Rare languages and special dialects will be quoted on a case-by-case basis.
- Rates are valid for the state of Kentucky. Other states are available and can be quoted upon request.

**SCHEDULED VIDEO REMOTE
INTERPRETATION (VRI)
& OVER-THE- PHONE
INTERPRETATION (OPI)**

Language	Per Minute Rate	Minimum Appointment Time (MAT)	After MAT Per Minute Rate
Spanish	\$1.10	1 Hour	\$1.19
All Other Spoken Languages	\$1.40	1 Hour	\$1.79
American Sign Language (ASL)	\$2.20	1 Hour	\$2.99
Direct Dial Spanish to English Phone Line	\$10.00/Month		

- All appointments are subject to a one-hour minimum charge, or the amount of time requested for the appointment.
- Any appointment cancelled less than 24 hours for foreign languages and 48 hours for ASL before the start time will be charged for the minimum one hour or the amount of time requested for the appointment.
- Computer, laptop, iPad, or tablet required.
- Rare languages and special dialects will be quoted on a case-by-case basis.

ON DEMAND VIDEO REMOTE INTERPRETATION (VRI)

Language	Rate per minute
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Spanish	\$1.10
Other Spoken Languages	\$1.30
American Sign Language (ASL)	\$2.50

- Rates are negotiable based on volume and language.
- No rounding to the nearest full minute.
- Computer, laptop, iPad, or Tablet required.

24/7 ON DEMAND OVER THE PHONE INTERPRETATION (OPI)

Language	Rate per minute
Spanish	\$0.85
Other Spoken Languages	\$1.10

- Rates are negotiable based on volume and language.
- No additional fees for 3-way calling.
- No rounding to the nearest full minute.
- No special equipment is required.

COURT CERTIFIED/CONFERENCE/SIMULTANEOUS INTERPRETERS

- Lango accommodates court certified/conference/simultaneous interpreters and upon request for same will provide a quote based on customer needs
- Conference equipment, streaming and transcription services will be included in the quote
- Business hours are 8:00am – 5:00pm Central Time, Monday-Friday.
- An appointment outside these hours or on major holidays (New Year's Day, Martin Luther King Day, Memorial Day, Independence Day/July 4th, Labor Day, Thanksgiving Day, and Christmas Day) will be considered an *After-Hours* appointment.
- Any appointment cancelled less than 24 hours for foreign languages and 48 hours for ASL before the start time will be charged the two-hour minimum.
- Any appointment scheduled over 2 hours and cancelled less than 24 hours for foreign languages and 48 hours for ASL before the start time will be charged the amount of time requested for the appointment plus travel time, regardless of the cause. (*For example, inclement weather conditions, natural disasters, closings, internal emergencies.*)
- All simultaneous appointments over 1 hour require a team of interpreters.
- Travel time and additional travel expenditures may be added to appointments taking place outside of Lango's normal geographic operating areas.
- Requester will be made aware of additional charges before the appointment is confirmed.

DOCUMENT TRANSLATION AND RELATED SERVICES

Languages	Price (includes proofreading)
English to Spanish	\$0.13/word
Spanish to English	\$0.14/word
All other languages (except very rare)	From \$0.15 to \$0.25/word
Very rare languages (i.e., tribal languages)	\$0.28/word and up
DTP-Formatting (applies to certain types of projects)	\$35-\$55/hour
Volume Discounts	Applied when word count exceeds 10,000
Minimum Fees (for projects shorter than one page/250 words)	Spanish - \$75 Other languages - \$95
Rush fee (less than 24-hour turnaround on short projects or shortened turnaround on long projects)	30% - 35% of total price
Notarization of certified translation	\$10 per document
Certified translation, hard copy	TBD depending on carrier costs
Transcription Only <ul style="list-style-type: none"> Rush - 24 hours or less. Standard: 3-day turnaround time Editing included 	TBD based on the audio quality

Captioning File Creation (example: .SRT, SCC, XML) (Transcript included) Rush - 24 hours or less. Standard: 3-day turnaround time	TBD quoted based on the project
Encoded Captioned Video (Open Captions burned into Video (e.g., YouTube, QuickTime etc....)) (Transcript included) Rush: 24 hours or less Standard: 3-day turnaround time	TBD quoted based on the project
Braille transcription (price does not include printed/bound copies or shipping)	TBD quoted based on the project
Voice-over & Subtitles	TBD quoted based on the project
Notes: Contact us for information on available language pairs. Translation rates may vary by volume discounts, use of technical/specialized terminology, or special formatting needs.	

- Request a list of all available languages.
- Translation rates may vary by volume discounts, use of technical/specialized terminology, or special formatting needs.

AI MACHINE TRANSLATION AND RELATED SERVICES

Pricing Overview

PAY-PER-USAGE	Use at will. Invoiced monthly based on usage during period.
BULK-BASED PRICING	Words sold in bulk allotments. Pricing tiered with volume.
SUBSCRIPTION	Monthly subscription with predetermined words per month at lower price.

PAY-PER-USAGE	BULK-BASED PRICING	SUBSCRIPTION	SUBSCRIPTION
<u>Flat-Rate</u> \$0.02 per word	<u>1-Million Words</u> \$1,600 <u>3-Million Words</u> \$4,500 <u>10-Million Words</u> \$13,500 <u>25-Million Words*</u> \$30,000	<u>250,000 Words</u> \$700 <u>500,000 Words</u> \$1,000 <u>CUSTOM</u> \$Custom	<u>1-Million Words</u> \$1,400 <u>3-Million Words</u> \$4,000 <u>10-Million Words</u> \$12,000 <u>CUSTOM</u> \$Custom

On-demand access to Lango's secure MT portal is free of charge. Fees are charged based on words translated at the rate outlined above. Credit card payment required unless contract negotiated with organization. With contract, monthly invoice processed at end of each calendar month.	Tiered word packages purchased upfront and invoiced within 30 days of purchase for clients with contracts. Otherwise, upfront credit card payment is required. Words remain available for up to 3 months. *50% of unused words at end of the 3-month term will roll over and remain available for one additional month.	Annual subscriptions paid upfront receive an additional half-months' worth of words, as well as access to entire year's allotment upfront. Subscriptions paid monthly receive monthly allotment upon payment. Words remaining at the end of the year are available for usage for an additional 3 months. Full subscription details available.	Annual subscriptions paid upfront receive an additional half-months' worth of words, as well as access to entire year's allotment upfront. Subscriptions paid monthly receive monthly allotment upon payment. Words remaining at the end of the year are available for usage for an additional 3 months. Full subscription details available.
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AI MACHINE TRANSLATION AND RELATED SERVICES

Subscription Pricing Details

SUBSCRIPTION LEVEL	BASIC	PREMIUM	ENTERPRISE
MONTHLY RATE	\$700	\$1,400	CUSTOM
Monthly Machine Translation Included (Words)	250,000	1 million	Custom
Machine Translation Overage (Words)	\$1,000 per 500k	\$1,500 per 1 million	Custom
Additional Human Translation Savings	5%	7%	Custom
Human Translation Project Minimum	\$75	\$75	Custom
Additional Pro Bono Discounts*	5%	7%	Custom

Unlimited Users	✓	✓	✓
Instant Quoting	✓	✓	✓
Live Chat with Language Experts	✓	✓	✓
24/7/365 Customer Support	✓	✓	✓
Expert Language Strategy Consulting	✓	✓	✓
Centralized Translation Memory	\$	✓	✓
API Integration	\$	\$	✓
Jurisdictional Restrictions	\$	\$	✓
Real-Time Data Analytics	\$	\$	✓
24/7/365 Technical Support	\$	\$	✓

*Where applicable & upon review by Lango

TRAINING AND PROFESSIONAL DEVELOPMENT

The trainings and professional certificate program established by Lango ensures our customers the highest level of language services, meeting standards that exceed those prescribed by the American Translation Association (ATA), the International Medical Interpreters Association (IMIA), the National Council on Interpreters in Healthcare (NCIHC), and the National Association of Judiciary Interpreters and Translators (NAJIT). Training classes are also accredited by the Continuing Education Accreditation Program (CEAP). All classes are offered on site or via the web. For a list of all available training sessions, visit www.tintranslation.com.

Language Proficiency Test

Community Interpreting, 40 hours

Medical Interpreting, 60 hours

Medical Interpreting, 16 hours

Mental Health Interpreting, 16 hours

The Art of Translation, 16 hours

ARD Terminology Training for Interpreters & Translators, 1.5 hours

Ethics for Interpreters and Translators, 2 hours

Legal Terminology for Court Interpreters, 1.5 hours

Professionalism for Interpreters and Translators, 2 hours

Accent Modification for the Workplace, 2.5 hours – Negotiated based on Project

Key Notes in Cross-Cultural Communication, 2.5 hours – Negotiated based on Project

Discounted Trainings

Discounts for trainings are available. Email us to request more information.

Onsite Classes

These trainings are taught by one of our instructors at your location. These classes encourage group discussion, provide opportunities for practice and critique, and enable the instructor to provide live demonstrations. Printed materials vary and are not included in the flat rate.

Self-Study Webinars

These trainings are recorded and accessible to participants on their own schedule.

Courses over 2 hours are broken into modules that can be accessed individually, allowing the participants to complete the course at their own pace. Each module has a post-test to record effort and understanding. Webinar subscriptions are available and customizable.

Live Delivery Webinars

These trainings are taught live by one of our instructors in a web-delivery format. This encourages discussion, participation, and retention of material. Each webinar has a post test, evaluation, and certificate of participation.

Training can also be tailored to meet all your training needs based on staff availability and agency budget.

Training Cancellation Policy

Notice of a training candidate's intent to cancel a registration training must be made in writing to Lango. Lango will only accept cancellation requests received in writing at least 5 business days prior to the start date of the training.

Lango Family of Companies

Lango comprises several legacy companies, which are now integrated under the Lango brand. This agreement applies to all of these companies, including: Translation & Interpretation Network (TIN), Affordable Language Services, Language Partners, Fisher Interpreting, Catholic Community Services of Southern Arizona (CCS), Community Outreach Program for the Deaf (COPD-NM), Equal Access Interpreters (EAI).

