

Language Line Limited, a company registered in England and Wales, trading as LanguageLine Solutions ("LanguageLine Solutions") and

the "Customer", agree that the terms and conditions shown below will apply to telephone and on-demand video interpretation services ("Interpreter Services") provided by LanguageLine Solutions to the Customer.

- 1. TERM OF AGREEMENT.** This Agreement will become effective upon signing by both parties and will continue in effect for the initial term set forth in Attachment A, unless earlier terminated as set forth in Section 11 of this Agreement. Upon the expiration of the initial one-year period, this Agreement will be automatically renewed for further one-year periods unless either party provides written cancellation notice to the other at least ninety (90) days prior to the expiration of the then-current one-year period. Upon receipt of a timely cancellation notice by either party, this Agreement will terminate at the end of the then-current one-year period. Interpreter Services will not be available until Customer is assigned a unique authorisation code ("Unique Authorisation Code") and Client Identification Number for Telephone Interpreting Services.
- 2. PAYMENT TERMS.** During the Term of this Agreement, usage charges for Interpreter Services will be billed monthly at the rates set forth in Attachment A ("Fees"). Each video/telephone call using the Interpreter Service is charged according to the duration from client connection to an interpreter until this connection is complete. Customer agrees to pay all properly invoiced charges for Interpreter Services within thirty (30) days of the invoice date. Failure to do so will result in the immediate suspension of the Interpreter Service and the right for LanguageLine Solutions to charge interest, at the rate of 4% per annum from that date until payment. Invoices will be sent to the Customer billing address shown in Attachment B, or to such other address as Customer may specify by giving written notice to LanguageLine Solutions. If the Customer organisation requires a Purchase Order Number as part of the invoicing and payment process, please ensure this is provided within Attachment B. The Interpreter Services cannot commence without this. The monetary value and time period of any Purchase Order must remain valid in order to ensure that the Interpreter Services are maintained. A contact must be provided for any future changes to the Purchase Order Number and the contact must be kept up to date by the Customer. Any break in Purchase Order cover may result in suspension of the Interpreter Services. International connection, data, roaming and any associated charges are not included in LanguageLine Solutions charges for the Interpreter Services. If the Customer's Unique Authorisation Code or Client Identification Number is used by an unauthorised person the Customer is liable for any charges incurred as a result. LanguageLine Solutions reserves the right to vary the Fees by giving the Customer not less than 30 days notice in writing. The Fees quoted in Attachment A do not include Value Added Tax, which will be charged at the prevailing rate. Customer agrees that any restrictive endorsements, releases or other statements on or accompanying cheques or other payments accepted by LanguageLine Solutions shall have no legal effect.
- 3. USE OF SERVICE.** Customer represents that (i) Interpreter Services will be used for its own internal purposes and not for re-sale and (ii) Customer will not use the Interpreter Services in any manner that may violate any applicable statute or government regulation. Customer will indemnify, defend and hold LanguageLine Solutions, its affiliates and their respective successors harmless from any claim or action whatsoever arising from the use of Interpreter Services in any manner prohibited by this Section.
- 4. CONFIDENTIALITY.** LanguageLine Solutions will not disclose any information derived from Customer's communications, may use it only for purposes specifically contemplated in this Agreement, and will treat it with the same degree of care as it does its own confidential information, but with no less than reasonable care. These obligations do not apply to information which is or becomes generally known to the public through no act or omission of LanguageLine Solutions. If LanguageLine Solutions, its agents or employees have been requested or are required (by oral questions, interrogatories, requests for information or documents, criminal or civil investigative demand or similar process) to disclose any such communications or else stand liable for contempt or suffer other legal censure or penalty, then LanguageLine Solutions, its agents or employees so compelled may disclose such information pursuant to that request or requirement without liability hereunder.
- 5. UNAUTHORISED USE OF SERVICE.** Customer agrees to safeguard its Client Identification Number and Unique Authorisation Code against use by unauthorised persons. Customer shall be solely and fully responsible for charges resulting from use of its Authorisation Code or Client Identification Number, whether or not such use is authorised.
- 6. LIMITED WARRANTIES.** LanguageLine Solutions will perform Interpreter Services in a professional manner consistent with industry standards. LanguageLine Solutions makes no representation, warranty or guarantee, express or implied, about Interpreter Services.

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LanguageLine Solutions does not warrant the availability of interpreters for all language pairs at all times, and LanguageLine Solutions specifically disclaims any warranty or condition of merchantability or fitness for a particular purpose. Customer recognises that video/telephone interpretations may not be entirely accurate in all cases. LanguageLine Solutions may monitor calls for quality assurance. No calls are recorded as part of the quality assurance process.

7. LIMITATION OF LIABILITY.

- A. For purposes of the exclusive remedy and limitations of liability set forth in this section, “LanguageLine Solutions” shall be deemed to include LanguageLine Solutions its affiliates, and their respective successors, directors, officers, employees, agents, representatives, suppliers and interpreters (whether employees or independent contractors), and “Damages” will refer collectively to all injury, damage, loss or expense incurred.
- B. Except for obligations under Section 2 (Payment Terms), and to the extent not prohibited by applicable law: (A) LanguageLine Solutions aggregate liability for claims relating to this Agreement, whether for breach of contract or in tort or otherwise and including but not limited to negligence, shall be limited to £2,000,000. (B) LanguageLine Solutions is not 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, anticipated savings or other economic advantage), however it arises, whether for breach of contract or in tort or otherwise, 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. Each provision of this paragraph limiting or excluding liability operates separately in itself and shall survive independently of the others.
8. **FORCE MAJEURE.** A party is not liable under this Agreement for non-performance caused by outside suppliers, force majeure, Acts of God or conditions beyond that party’s control, if the party makes reasonable efforts to perform. This provision does not relieve either party of its obligation to make payments then owing.

9. **DATA PROCESSING.** Both LanguageLine Solutions and the Customer warrant and undertake that they are in full compliance with all applicable requirements of the data protection laws including, without limitation, the Data Protection Act 2018 and any successor legislation or regulation and the General Data Protection Regulation ((EU) 2016/679) including the retained version EU law version of the General Data Protection Regulation ((EU) 2016/679) (UKGDPR), and acknowledge that for the purpose of such laws and regulations LanguageLine Solutions is the data processor and the Customer is the data controller (as such terms are defined in those data protection laws).

By entering into a contract with LanguageLine Solutions, the Customer expressly instructs LanguageLine Solutions to process only such Personal Data as is necessary to enable LanguageLine Solutions to perform its obligations under the contract. Such Personal Data will include the name and contact details (business address, business telephone number and business email address) of key Customer staff representatives and contact/administration points for billing purposes, to respond to account queries, make general communication or discuss payments. Within the processing of calls, LanguageLine Solutions will, as standard and as hereby instructed and consented to by the Customer, collect the name of the member of Customer staff using the service. The signing of this contract signifies your consent to the processing of such Personal and business data as described at <https://www.languageLine.com/uk/gdpr-summary>.

10. **NOTICES.** All notices required or permitted, documents or other communications to be given hereunder must be in writing and delivered by first class post or email to the party being served at the address shown in Attachment B.

Any notice shall be deemed to have been received:

- A. if sent by first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- B. if sent by email: (i) at the time of transmission; or (ii) if this time falls outside business hours in the place of receipt, when business hours resume; unless the sender receives an automated message that the email has not been delivered.
11. **SUBCONTRACTING.** LanguageLine Solutions may subcontract any or all of the work to be performed by it under this Agreement, but subject to the exclusions and limitations of liability provided under this Agreement, shall retain the responsibility for the work that is subcontracted.

12. TERMINATION.

- A. If (i) Customer fails to pay any charge when due and the failure continues for seven (7) days after receipt by Customer of written notice of the failure from LanguageLine Solutions or (ii) Customer fails to perform or observe any other material term or condition of this Agreement, then in either case Customer shall be in default and LanguageLine Solutions may terminate, with immediate effect, this Agreement and exercise any available rights or remedies. A reconnection fee of \$100 will be charged if

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- the service is subsequently reinstated.
- B. Upon termination of this Agreement for any reason, Customer shall pay, within thirty (30) days of invoice, charges for all services rendered prior to the effective date of termination.
13. **ENTIRE AGREEMENT.** This Agreement constitutes 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 authorised 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.
14. **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.
15. **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.
16. **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 LanguageLine Solutions 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 LanguageLine Solutions, its affiliates or their respective successors.
17. **CHOICE OF LAW.** Any action related to this Agreement will be governed by the domestic laws of England and Wales and subject to the exclusive jurisdiction of the English Courts. No choice of law rules of any jurisdiction will apply.
18. **INCORPORATION OF ATTACHMENTS.** Attachments A (Customer Charges and Additional Terms) and B (Customer Contact Information) are incorporated herein.
19. **CUSTOMER AFFILIATES.** This Agreement will serve to cover Customer, Customer’s Affiliates (as defined below), and remote locations. Customer and its Affiliates will be provided separate IDs under this Agreement. An Affiliate may request Interpreter Services from LanguageLine Solutions. Any such request, and the performance of Interpreter Services for any such Affiliate, shall be deemed to incorporate the terms and conditions of this Agreement, and the term Customer shall be deemed to refer to the Affiliate. LanguageLine Solutions will bill the Affiliate under separate IDs for Interpreter Services performed by LanguageLine Solutions for the Affiliate; provided, however, that Customer shall indemnify LanguageLine Solutions, and shall otherwise be ultimately responsible, for any acts or omissions of an Affiliate, including but not limited to any failure to pay all properly invoiced charges for Interpreter Services rendered to the Affiliate. The parties agree that the term Affiliate includes (1) a company, whether incorporated or not, which owns, directly or indirectly, a majority interest in Customer (the parent company), and (2) a company, or affiliate, or subsidiary, or joint venture whether incorporated or not, in which a 50% or greater interest is owned, either directly or indirectly, by Customer or its parent company. Initialing here is acknowledgement that Affiliates can sign up under this Agreement .
20. **TAXES.** VAT or other such taxes payable by the Customer will be determined by the domestic laws of England.

Your signature below acknowledges that you have read, understand and agree to the terms and conditions above and those on Attachment A.

Customer:	LanguageLine Solutions
Accepted by signature:	Accepted by signature:
Type or print name and title:	Type or print name and title:
Date:	Date:



TERM:

Contract will commence on _____ for an Initial Term of _____ and continue in line with the terms outlined within Clause 1 of the Terms and Conditions.

PER MINUTE USAGE RATES - Usage is billed in one-minute increments.

On Demand Video Interpreting - Spoken Languages..... £0.99 per minute
 On Demand Video Interpreting - BSL..... £2.50 per minute
 Telephone Interpreting £0.50 per minute

FEES

Set-up Fee£500.00
 DDI Set-up Fee £000.00
 Annual Charge £000.00
 License Fees No Charge

Please check the appropriate box(es) below to indicate your choice:

Monthly Service Fee

1-10 Activated Devices.....£00.00
 11-100 Activated Devices.....£00.00
 101+ Activated Devices.....£000.00
 One-Time Video Service Activation Fee (Unlimited Device Activations).....£000.00

EQUIPMENT OWNERSHIP (please tick appropriate option)

☐	Customer-Supplied	Purchased by the Customer from a supplier other than LanguageLine Solutions.
☐	Customer-Owned	Purchased by the Customer from LanguageLine Solutions.
☐	LanguageLine-Owned	Leased by the Customer from LanguageLine Solutions.

If additional equipment is ordered over the term of the contract and a different equipment ownership type than is selected above is requested either verbally or in writing, the associated fees outlined in this document will apply.

CUSTOMER-OWNED EQUIPMENT PURCHASE RATES –		Number Required
The following equipment is available for purchase, while supplies last:		
32GB iPad (9.7-inch).....	£425.00 each	0
Table Top Stand with TrueSound™.....	£225.00 each	0
Interpreter on Wheels™ with TrueSound™.....	£995.00 each	0

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LANGUAGELINE-OWNED EQUIPMENT LEASE RATES –		Number
The following equipment is available to lease for a monthly fee:		Required
iPad and Interpreter on Wheels™ Stand with TrueSound™	£75.00 per month per unit	0
iPad and Table Top Stand with TrueSound™	£45.00 per month per unit	0

Delivery charges..... N/A

All above charges are exclusive of VAT, which will be charged at the prevailing rate throughout the contract term.

ADDITIONAL TERMS FOR ON-DEMAND VIDEO INTERPRETING

- 1. TERMS REGARDING SOFTWARE APPLICATION.** The Spoken Language Video Services (the “Services”) are provided by LanguageLine Solutions (“LanguageLine”) through a desktop and/or tablet application (the “App”). The App must be downloaded by Customer 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 unauthorised disclosure of a trade secret; the transfer of information or technology abroad in violation of any applicable laws, regulations or directives or other prohibitions regarding the 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, regulation or directive including, without limitation, the Communications Act 2003, the Regulation of Investigatory Powers Act 2000, the Wireless Telegraphy Act 2006, the Competition Act 1998, the Data Protection Act 1998 and the General Data Protection Directive.
- 2. INTELLECTUAL PROPERTY RIGHTS.** Customer acknowledges and agrees that the LanguageLine App®, TrueSound™ and Interpreter on Wheels™ trademarks are exclusively owned by LanguageLine, and that neither this Agreement, nor Customer’s use of the Services, the App or the Equipment provides Customer with any right, title, or interest in or to the Services, the App or the Equipment, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights. Customer expressly agrees that it shall not seek or obtain registrations of, or assert, and is expressly prohibited from asserting or filing, registrations and/or applications for any claims of ownership rights or intellectual property rights in the LanguageLine App® service mark, the Equipment or the Services in any country, nation, or jurisdiction throughout the world, and is prohibited from copying, decompiling, reverse engineering, disassembling, modifying, or creating derivative works of the App, the Services, or any aspect thereof, and Customer agrees that it shall not do so. This provision shall survive the expiration of this Agreement and will continue to apply after the Agreement ends.
- 3. ENCRYPTION.** LanguageLine acknowledges that encryption is built into the App and the Services platform, ensuring the security of the live video as it traverses the Internet. LanguageLine 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 LanguageLine 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 LanguageLine and its affiliates and their respective employees from all costs, fees, expenses, liabilities and damages of any nature whatsoever related to any claims relating to the unauthorised 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. This provision shall survive the expiration of this Agreement.
- 5. AVAILABILITY OF SERVICES.** For up to date availability schedule for spoken languages, please select the ‘Interpreter Availability’ function within the Help and Settings section. All interpreters provided in conjunction with the Services may not be available at all times and interpreters will be assigned solely by or on behalf of LanguageLine. The Services may not be available at all times

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due to interruptions, technical problems, and/or system upgrades and maintenance.

- 6. EQUIPMENT TERMS - LanguageLine-owned Equipment option only.** LanguageLine agrees to supply the iPads, stands and any other equipment requested by 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 LanguageLine 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 LanguageLine remote interpreting services and may not be configured and/or altered for any other purpose without express prior written consent from LanguageLine. LanguageLine will enroll LanguageLine-owned iPads in LanguageLine’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, LanguageLine, during a Customer’s regular business hours, may enter the Customer’s premises where the Equipment is located to inspect and maintain Equipment. LanguageLine 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 LanguageLine, or (ii) Equipment has been used by a person or entity other than the Customer or other permitted users. The Customer will use the Equipment in accordance with all applicable laws, regulations, and LanguageLine guidelines. The Customer will not modify the Equipment (software or hardware) without first obtaining LanguageLine’s written approval. 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 LanguageLine following the expiration of the contract. Failure to return the Equipment, and/or its component parts, 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 LanguageLine 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.

7. EQUIPMENT TERMS - Customer-owned Equipment option only (supplied by LanguageLine).

7A. Stand and Enclosure Limited Warranty

Hardware products (“Products”) provided by LanguageLine are warranted to be free from defects in material and workmanship. The warranty shall begin on the date of purchase by the Customer and continues for the period of one (1) year.

The warranty expressed herein does not apply to the following:

- Normal wear and tear of parts.
- Products used in applications beyond their normal intended use, application, or rated specifications.
- Products damaged by force majeure, accident, abuse, improper voltage, faulty installations, mechanical failure, vandalism, negligent handling, weather or natural elements, fire, flood, lightning, civil unrest, or any act of God.
- Warranty services rendered by any party other than LanguageLine unless so authorised by LanguageLine (with the exception of iPads which are warrantied through Apple – see separate warranty section below).
- Replacement parts and equipment that have been discontinued or are otherwise unavailable.
- Unauthorised product modifications made by Customer.
- Any product that has been tampered with or misused.

Subject to the limitations stated herein, and at LanguageLine’s sole discretion, LanguageLine will replace or repair defective Products or components thereof at no charge to Customer so long as Customer’s account with LanguageLine is current and Customer has returned the Product(s) or component(s) thereof pursuant to a properly issued Return Material Authorisation. THIS IS THE SOLE REMEDY PROVIDED BY LANGUAGELINE TO CUSTOMER FOR A BREACH OF THE FOREGOING WARRANTY.

Replacement of any Product or any component thereof by LanguageLine under this warranty provision shall not extend, in any way, the length of the original applicable warranty period otherwise provided for herein.

LanguageLine reserves the right to replace a defective Product or component thereof with a refurbished Product or component.

LanguageLine’s warranty herein is non-transferable and shall extend only to the end user Customer.

THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND LANGUAGELINE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND REMEDIES.

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Please contact your LanguageLine Account Manager for warranty replacement/repair instructions.

7B. Apple Limited Warranty

The Apple Limited Warranty covers iPad and Apple-branded accessories against manufacturing defects for one (1) year from the date the Customer bought the product. The Apple Limited Warranty is in addition to rights provided by consumer law.

If the Customer's iPad issue is covered under Apple's warranty or consumer law, the Customer won't pay a fee.

The Customer will pay out-of-warranty fees when:

- The iPad is over one year old.
- The iPad screen gets broken accidentally.
- The iPad has other accidental damage or issues caused by unauthorised modifications.
- The iPad has been lost or stolen.

For LanguageLine-Owned devices, please contact your LanguageLine Account Manager for warranty replacement/repair instructions. For Customer-Owned or Customer-Supplied devices, please contact Apple directly.

**Attachment B**
Customer Contact Information

Please complete this Attachment B via docusign. Your prompt return of this form, the signed Service Agreement and Attachment A (if applicable) will ensure the speedy activation of your account - Thank you.

If you have questions about this form please email: **interpretingsales@languageline.co.uk** or phone: **0800 169 2879**

PARENT COMPANY:**ORGANISATION NAME/LOCATION FOR THIS ACCOUNT:**

(If different from the parent company for example ABC Bank, Coventry Branch)

MAIN CONTACT

Name:	Position:
Telephone:	Email:
Address:	
	City:
County:	Postal Code:

BILLING/INVOICING CONTACT

Name: As Above []	Position:
Telephone:	Email:
Address: As Above []	
	City:
County:	Postal Code:

Automatic Electronic invoice Set-Up (E-Bill) please specify: PDF EXCEL

VAT (Sales Tax Registration Number – please include Country Code):

Does your Organisation require a Purchase Order (PO) Number? Yes No Please provide:

If yes, please provide the contact information for the Purchase Order Number Creator/Approver

Name:	Position:
Telephone:	Email:

Please note: If your Organisation requires a Purchase Order Number as part of the invoicing and payment process, please ensure this is provided within the Attachment B. The service cannot commence without this. The monetary value and time period of any Purchase Order must remain valid in order to ensure that the service is maintained. A contact must be provided for any future changes to the Purchase Order Number and the contact must be kept up to date by your Organisation. Any break in Purchase Order cover may result in suspension of the service.