



PROPIO LANGUAGE SERVICES AGREEMENT

Propio LS, LLC, ("Propio") and "Client", identified below, agree that the terms and conditions shown below will apply to services provided by Propio.

Client:	City of Minot
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TERMS OF SERVICE

1. TERM OF AGREEMENT.

Initial Term Length	3 years
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This Agreement will become effective upon the Initial Term Effective Date and will continue in effect for the duration of the initial term, outlined above. Upon the expiration of the initial term, this Agreement will automatically renew for one-year periods unless either party provides written cancellation notice to the other at least sixty (60) days prior to the expiration of the current contract. Upon receipt of a timely cancellation notice by either party, this agreement will terminate sixty (60) days from the date of notice.

2.FEES. During the Term of this Agreement, usage charges for Interpreter, Translator, or Language Services will be billed monthly at the rates set forth in Attachment B, Rate Sheet, incorporated herein by this reference. Document and website translation services and other content/language related services such as subtitling, closed captioning, voiceover, transcription, localization engineering, documents 508 Compliance, software development, and braille translation and/or printing; along with interpreting services such as simultaneous conference/event interpretation, CART, tactile or gesture sign language, or Certified Deaf Interpreter services will be scoped and bid upon request.

3.PAYMENT TERMS. Client agrees to pay all properly invoiced charges for Interpreting, Translation, or other Language Services within 30 days of the invoice date. 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. On occasion, not all End User Data associated with a call may be collected for multiple reasons, including the refusal or inability of the caller to provide the requested information. Missing End User Data will not be reason to deny payment of service to Propio for services that have been rendered. Invoices will be sent to the Client billing address shown in Attachment A, or to such other address as Client may specify by giving written notice to Propio. Client agrees to report any invoice disputes within 30 days of the invoiced date. Propio shall not be considered liable for any dispute reported after 30 days from invoiced date.

4.USE OF SERVICE. Client represents that Client will not use the Interpreter, Translator, or Language Services in any manner that may violate any applicable statute or government regulation. Client will indemnify, defend and hold Propio, 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.

Client agrees that all translation orders approved by its staff are considered billable. Client shall be solely and fully responsible for charges resulting from approved translation orders either approved in Propio's online platforms or by email, whether or not such use is authorized. The Client agrees not to disclose translation platform access to other parties unless prior written approval from Propio is received.

5.UNAUTHORIZED USE OF SERVICE. Client agrees that all interpreting calls directed from its staff to Propio are authorized to receive billable interpreting services. Client shall be solely and fully responsible for charges resulting from interpreting calls directed to Propio from its staff, whether or not such use is authorized. The Client agrees not to disclose the phone number to other parties unless prior written approval from Propio is received.

6.REIMBURSEMENT: Client may on occasion request Propio staff to travel. Client and Propio must agree and approve the expenses to be reimbursed in full, prior to travel arrangements being made.

7.LIMITED WARRANTIES.

A. Propio will perform Interpreter, Translator, or Language Services in a professional manner. Except as otherwise set forth above, Propio makes no representation, warranty, or guarantee, express or implied, about Interpreter, Translator, or Language Services. Propio does not warrant the availability of interpreters or translators at all times, and Propio specifically disclaims any warranty or condition of merchantability or fitness for a particular purpose. Client recognizes that over-the-phone consecutive interpretations may not be entirely accurate in all cases. Propio may monitor or record calls for quality assurance.

8.LIMITATION OF LIABILITY.

A. For purposes of the exclusive remedy and limitations of liability set forth in this section, "Propio" shall be deemed to include Propio, its affiliates, and their respective successors, directors, officers, employees, agents, representatives, suppliers, interpreters, and translators (whether employees or independent contractors), and "damages" will refer collectively to all injury, damage, loss or expense incurred.

B. Except for obligations under section 3 (Payment Terms), and to the extent not prohibited by applicable law:



10. CONFIDENTIALITY. Propio will not disclose any information derived from Client'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 Propio. If Propio, its agents or employees have been requested or are required (by oral questions, interrogatories, requests for information or documents, subpoena, 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 Propio, its agents or employees so compelled may disclose such information pursuant to that request or requirement without liability hereunder.

11. NON-SOLICITATION. Client agrees that for one year after termination, whether voluntary or involuntary, not to directly or indirectly, on its own or behalf of another individual or entity, a) solicit the employees of Propio or any of its subsidiaries or affiliates or other interfere with the employment relationship between Propio and its employees. b) Client also agrees not to solicit, induce or entice any agent, consultant, contractor, or interpreter/translator of Propio's, with whom the Client has access to during the course of this Agreement, to terminate or alter their relationship with Propio.

12. RECORDING POLICY. As an electronic communications service provider, Propio LS, LLC, under 18 US Code § 2511 (2)(c)(d), records calls for quality monitoring purposes only. Recording access is controlled by a role-based security system and is granted only to authorized Propio personnel. Recordings are protected both while in-motion and at-rest using symmetrical AES256 encryption. Recordings are destroyed within 60 days of service.

Propio is required to maintain strict compliance with various state and federal laws including but not limited to Telephone Recordings Laws and HIPAA regulations, as such, strict privacy, security, and confidentiality policies govern the management, access and destruction of this data. Consequently, Propio does not provide call recordings to clients or any outside third party unless legally compelled to do so and is provided a court or administrative order, such as a subpoena.

13. NOTICES. All notices required or permitted to be given under this Agreement must be in writing and delivered in person or by means evidenced by a delivery receipt to the other party at the address shown in Attachment A and will be effective upon receipt.

14. ASSIGNMENT. Client may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Propio.

15. TERMINATION.

A. If (i) Client fails to pay any charge when due and the failure continues for seven (7) days after receipt by Client of written notice of the failure from Propio or (ii) Client fails to perform or observe any other material term or condition of this Agreement and the failure continues for thirty (30) days after receipt by Client of written notice of the failure from Propio, then in either case Client shall be in default and Propio may terminate this Agreement and exercise any available rights or remedies.

B. If Propio fails to perform or observe any material term or condition of this Agreement and the failure continues for thirty (30) days after receipt of written notice of the failure from Client, Propio shall be in default, and Client may terminate this Agreement and exercise any available rights or remedies.

16. ENTIRE AGREEMENT. This Agreement is 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.

17. SURVIVAL OF OBLIGATIONS. The obligations of the parties under this Agreement by which their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.

18. 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 Propio to any third parties, including, without limitation, any persons participating in or the subject of conversations for

Signatures on page to follow



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City of Minot

Accepted by:

Signature

Type or Print Name

Title

Date

Propio LS, LLC

Accepted by:

Signature

Type or Print Name

Title

Date

Attachment A

RATE SHEET

Interpreting Services:

On-Demand Phone Interpretation		
Language	Price	Unit
Spanish	0.55	Per minute
Non-Spanish*	0.75	Per minute
LEP Direct Dial (Elective Options by Account)		
Spoken Languages		Per minute (in addition to stated standard rate)
On-Demand Video Interpretation		
Spanish	0.85	Per minute
Non-Spanish*	0.85	Per minute
American Sign Language (ASL)	1.69	Per minute

1.ON-DEMAND OVER-THE-PHONE INTERPRETATION

a. Propio provides remote on-demand interpreting services in hundreds of languages as outlined on the Language Availability List*.

b. Connect time is considered to begin from the instant the language and client account number is identified and ends at the time an interpreter accepts the call effectively beginning the service request. Propio connects participants with a first in queue process.

c. Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.

d. Each call placed internationally will incur an additional charge.

2.SCHEDULED OVER-THE-PHONE INTERPRETATION

a. Clients may schedule phone appointments with interpreters in specific languages. The designated minimum for scheduled phone services are 30 minutes, requested duration, or physical worked time--whichever is greater. Billing is based on the established minimum, requested duration or physical time worked whichever greater.

b. Service requests should be placed a minimum of 24 hours in advance.

c. Services not cancelled 24 hours in advance of the scheduled start time, will result in the designed minimum being charged.

3.ON-DEMAND VIDEO INTERPRETATION

a. On-demand video interpretation is performed on the Propio One platform.

b. Connect time is considered to begin from the instant the language and client account number is identified to the time an interpreter accepts the call to begin the service request. Propio connects participants on a first in queue process.

c. Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.

4.ONSITE/IN-PERSON CONSECUTIVE SERVICES

a. Onsite/In-Person services are billed on a monthly basis. Billing for spoken language services are based on the designated minimum (2 hours) or time worked, whichever is greater. The designated minimum for American Sign Language is the requested duration, established minimums (2 hours) or time worked, whichever is greater. Services performed in excess of the defined minimum will be billed in 15-minute increments thereafter.

b. Scheduled business hours are 8:00 a.m. – 5:00 p.m. CST, Monday through Friday. Premiums are charged, in addition to the standard rate, for requests that are outside scheduled business hours, on federal holidays or for spoken language requests placed less than 24 hours in advance and ASL requests not placed 48 hours in advance of the requested start time.

c. Services for spoken languages not cancelled with 24 hours' minimum cancellation notice will result in the designed minimum being charged. For American Sign Language (ASL), a minimum cancellation notice of 48 hours is required.



Written Document Translation Services:

Written Document Translation			
English (United States)	Spanish	\$0.13	Per word
English (United States)	Arabic	\$0.15	Per word
English (United States)	German	\$0.25	Per word
English (United States)	Persian (Iran)	\$0.19	Per word
English (United States)	French (Canada)	\$0.26	Per word
English (United States)	French (France)	\$0.25	Per word
English (United States)	Hindi	\$0.15	Per word
English (United States)	Hmong	\$0.22	Per word
English (United States)	Haitian (Creole)	\$0.27	Per word
English (United States)	Italian	\$0.20	Per word
English (United States)	Japanese	\$0.26	Per word
English (United States)	Karen	\$0.27	Per word
English (United States)	Korean	\$0.19	Per word
English (United States)	Nepali	\$0.21	Per word
English (United States)	Polish	\$0.18	Per word
English (United States)	Portuguese (Brazil)	\$0.15	Per word
English (United States)	Portuguese (Portugal)	\$0.17	Per word
English (United States)	Russian	\$0.16	Per word
English (United States)	Somali	\$0.22	Per word
English (United States)	Swahili	\$0.21	Per word
English (United States)	Tagalog	\$0.24	Per word
English (United States)	Ukrainian	\$0.17	Per word
English (United States)	Vietnamese	\$0.15	Per word
English (United States)	Chinese (Simplified, PRC)	\$0.16	Per word
English (United States)	Chinese (Traditional, Taiwan)	\$0.18	Per word
English (United States)	All Other Languages	Quoted by Project	Per word
Minimum Project Fee	\$75.00	Per language per project	
Desktop Publishing/Formatting	\$55.00	Per hour (if applicable)	
Rush Processing	15%	% Of increase to the total invoice	
Translation Into English	15%	% Of increase to per word rate	
508 PDF Remediation	\$3.75	Per Page	
Translation Memory Discounts (TTM)			
Exact Match & Repetitions	70%	Discount	
Fuzzy Match Discounts	60% 50% 30%	Discount with 99-95% matches Discount with 94-85% matches Discount with 84-75% matches	

6. WRITTEN TRANSLATION SERVICES

Client agrees standard turnaround time for translation projects with fewer than 6,000 words is three (3) to five (5) business days from project approval, based on the size and complexity of the project. A dedicated Project Manager will communicate the expected delivery date for each project as part of the cost estimate or quote. Rush processing fees require written approval in advance.

Client shall have a thirty (30) day inspection period following the delivery of completed work to report any issues or concerns. Client acknowledges that translation sometimes involves preferential choices where more than one word or phrase might be used to say the same thing (e.g., "large" and "big"). Propio will correct errors or omissions reported during the inspection period at no cost to Client and will make preferential changes at Client's expense and Propio's discretion. A separate invoice will be issued for any preferential changes upon the completion of those changes. Changes requested after the inspection period shall be considered a new project and are subject to a new project quote.

Client agrees to use Propio's secure online portal, Vu, for receiving Translation Services—including, but not limited to, uploading source/native documents, receiving and approving quotes, communication regarding projects, and receiving completed projects.

Propio agrees to provide training regarding the use of Vu and will assign a dedicated translation Project Manager to Client to manage Client's translation projects and to assist clients, as needed.



7. DOCUMENT TRANSLATION BILLING

Translation Services are invoiced upon delivery of the completed work to the Client. Invoices are delivered via email in .pdf format and contain the following information: invoice date, invoice number, "bill to" address, person/department who ordered the service, PO number (if applicable), description of services rendered, quantity, rate, and total amount due. For translation of documents, the "quantity" is set to "1" for each document translated and the "rate" displays the total amount due for that document, based on the approved price quotation. Detailed information regarding per word fees and translation memory discounts applied is available within the project quotation. For hourly services, such as desktop publishing or layout work, the "quantity" will be the number of hours billed and the "rate" will display the hourly rate. For per item fees, such as translation certifications, the quantity will be set based on the number of items received. Terms are Net 30 from invoice date.

- a. For projects quoted at \$30,000.00 USD or more, Propio requires a 50% down payment prior to the commencement of work. The remaining balance shall be invoiced upon delivery of the completed work to the client.
- b. Advance payments, periodic payments, and/or other unique terms and conditions may be included for some projects, based on size of project, length of project, and other factors. Such requirements, if any, will be stated in the project quote. Acceptance of the project quote shall be deemed acceptance of those terms and conditions as a supplement to the terms and conditions of this Agreement.
- c. Client reserves the right to cancel a project at any time prior to completion. To cancel a project, Client must contact the Propio Project Manager assigned to the project using the Vu messaging system or email. Cancellation shall be considered received upon written confirmation by the Project Manager or four (4) business hours after the cancellation notice is sent, whichever occurs first. When a project is cancelled prior to completion, Client shall be responsible to pay for work completed prior to cancellation. In the unusual circumstance where Propio was required to incur expenses applicable to the entire project prior to cancellation and cannot recover unused funds from the vendor at issue, Client shall be responsible for the entire expense paid.
- d. The client agrees that performing an internal review does not affect the invoicing process. The project is considered delivered once Propio makes translated documents available in Vu and notifies the requester.
- e. Past due invoice(s) may result in Client's account being placed on credit hold and services discontinued until the account is brought back to current status.

Other services can be scoped and bid upon request.

Signatures on page to follow



City of Minot

Accepted by:

Signature

Type or Print Name

Title

Date

Proprio LS, LLC

Accepted by:

Signature

Type or Print Name

Title

Date