



LANGUAGE LINE SERVICES, INC. AGREEMENT FOR LANGUAGE LINE® TRAINING AND TESTING SERVICES WITH

Language Line Services, Inc., a Delaware corporation ("Language Line Services"), and you, the Customer, agree that the terms and conditions shown below and on the reverse side of this Agreement will apply to the following **Language Line®** Training and Testing Services provided to you: (i) language proficiency or interpreting skills and certification testing ("Testing Services") and (ii) interpreter training ("Training Services"), or either of them. The Testing Services and Training Services are collectively referenced in this Agreement as the "Language Services."

Note: Language Line University tests are scheduled Tuesday through Friday, between 8:00 a.m. and 5:00 p.m. Pacific Time. Language Line University needs to receive a test registration form at least two weeks before the requested test date and test results can be expected within 3 to 5 business days after testing is completed. Tests for hiring situations are expedited when possible. No-shows and cancellations with less than 72 hours notice will be charged a fee of 50% of the cost of the test.

TERMS OF SERVICE

- 1. CONFIDENTIALITY.** Customer shall hold in strict confidence and trust all Confidential Information (defined below) and agrees not to disclose or otherwise provide or transfer, directly or indirectly, any Confidential Information or anything related to the Confidential Information to third parties, including, without limitation, Customer's affiliates, subsidiaries and business partners, without the prior written consent of Language Line Services. Customer shall require any of its employees or agents who obtain Confidential Information to comply with this Agreement and shall also be responsible for any breach of this Agreement by them.

As used in this Agreement, the term "Confidential Information" means any information Language Line Services discloses to Customer, its employees or agents, including, without limitation, Language Line Services information and methods relating to training or testing of interpreters and bilingual individuals, the reports of the results of any tests; trade secrets; techniques; processes; operations; know-how; discoveries; analyses; concepts; ideas; names, addresses, and any other characteristics, identifying information, or aspects of Language Line Services' business, employees, vendors or suppliers; or any information derived, summarized or extracted from any of the foregoing.

If Customer fails to comply with this Agreement, Language Line Services may suffer irreparable harm, which may not be adequately compensated for by monetary damages alone. Therefore, in the event of a breach or threatened breach of this Agreement, Language Line Services will be entitled to injunctive and/or other preliminary or equitable relief in addition to any other remedies available at law.

- 2. LIMITED WARRANTIES.** LANGUAGE SERVICES ARE, BY THEIR NATURE, SUBJECTIVE AND RESULTS MAY VARY. LANGUAGE LINE SERVICES MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, ABOUT THE LANGUAGE SERVICES OR CERTIFICATION BASED ON TRAINING OR TESTING RESULTS OR DOCUMENTS OR CERTIFICATIONS ISSUED AS A RESULT OF AN INDIVIDUAL'S PARTICIPATION IN THE LANGUAGE SERVICES. LANGUAGE LINE SERVICES SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 3. LIMITATION OF LIABILITY.**
 - A. FOR PURPOSES OF THE EXCLUSIVE REMEDY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION, THE TERM "LANGUAGE LINE SERVICES" SHALL INCLUDE LANGUAGE LINE SERVICES 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 TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW: (A) LANGUAGE LINE SERVICES' AGGREGATE LIABILITY TO CUSTOMER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER WITHIN THE PREVIOUS 12 MONTHS FOR THE LANGUAGE SERVICES AND (B) LANGUAGE LINE SERVICES WILL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF LANGUAGE LINE SERVICES 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.**
- 4. RESTRICTION ON SOLICITATION.** During the term of this Agreement and for a period of two (2) years following the termination of this Agreement, Customer shall not, directly or indirectly, hire any person employed or otherwise retained as an employee, independent contractor or agent of Language Line Services.
- 5. FORCE MAJEURE.** A party is not liable under this Agreement for non-performance caused by events 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.
- 6. 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 B and will be effective upon receipt.
- 7. ASSIGNMENT.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except that Language Line Services may assign its right to payment and may assign this Agreement to an affiliated or successor company.
- 8. 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.

- 9. **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.
- 10. **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.
- 11. **NO THIRD PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Language Services shall be construed to create any duty or obligation on the part of Language Line Services to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Language Services are provided. This Agreement does not provide any third party with any right, privilege, remedy, claim or cause of action against Language Line Services, its affiliates or their respective successors.
- 12. **CHOICE OF LAW.** Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

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

Customer Name:	Language Line Services, Inc.
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Accepted by (signature):	Accepted by (signature):
.....	
Type or Print Name:	Type or Print Name:
.....	
Type or Print Title:	Type or Print Title:
.....	
Date:	Date:
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