

Terms and Conditions for AMN Healthcare Language Services, Inc.

AGREEMENT TO PROVIDE SERVICES

- A. AMN Language Services is in the business of providing on-demand video remote interpreting (VRI) for American Sign Language (ASL) and selected spoken languages, as well as over-the-phone interpreting (OPI) for selected languages with live language interpreters. The VRI services and OPI services (collectively, the “Services”) are provided by AMN Language Services through the use of AMN Language Services’ on-demand interpreter software;
- B. Customer desires to use the Services, on the terms and conditions; and
- C. AMN Language Services agrees to provide to Customer the Services on the terms and conditions as set forth below:

TERMS AND TERMINATION

The term of Service shall be for two (2) years, with automatic one (1) year renewals unless either party elects to terminate the Agreement by providing written notice of such termination to the other party no later than thirty (30) days prior to the expiration of the Term (or renewal period). Upon termination of the Agreement, Customer will immediately stop using the Services and will remove the AMN Language Services software from all devices of Customer. Additionally, Customer hereby authorizes AMN Language Services to disable all accounts, AMN Language Services software, and access to the Services. In such event, AMN Language Services will not be liable to Customer for damages of any kind (whether actual, incidental, indirect, or consequential, including lost profits and lost revenues) arising out of or related to the loss of use of the Services or the AMN Language Services software.

PAYMENT

AMN Language Services shall provide the Services to Customer in consideration of Customer’s payment of the fees (the “Fees”), further described in the Pricing, at the rates set forth in the Order Form or in the Agreement. Fees for the Services will be billed monthly. All invoices will be due and payable within thirty (30) days of the invoice date. Credit card payments shall not be permitted without AMN’s written consent, which may be withheld in its sole discretion. AMN may impose a finance charge of 18% per annum (or the maximum charge permitted by law, if less) to all outstanding past due amounts.

AVAILABILITY

Customer acknowledges that the Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. The Services are not for and should not be used for emergency calls and is not a substitute for “911” or other

emergency services. All interpreters provided in conjunction with The Services may not be available at all times and interpreters will be assigned solely by AMN Language Services.

NO OWNERSHIP RIGHTS

This Agreement and Customer's use of the Services does not provide Customer with any right, title, or ownership interest in or to the Services, the software used in providing the Services, or any of the other technology, systems, processes, or other aspect of the Services, including but not limited to any intellectual property rights. This provision will survive the termination of this Agreement. Customer acknowledges that AMN Language Services is a trademark of AMN Language Services and may not be used without AMN Language Services' prior consent. During the term of the agreement, the Customer is provided with a Right to Use License for the AMN Language Services Software. The Customer agrees that AMN Language Services software will be the only Video Remote Interpreting software installed on the equipment and no other video remote interpreting applications will be installed or other video or audio interpreting usages shall be permitted unless direct written consent is given by AMN Language Services during the term of service.

LIMITED WARRANTY

AMN Language Services warrants that it will perform the Services in a professional manner consistent with industry standards. AMN Language Services makes no other representation, warranty, or guarantee, express or implied, of any kind, and AMN Language Services specifically disclaims any warranty or condition of merchantability or fitness for a particular purpose.

PURCHASED EQUIPMENT WARRANTY

The equipment has been installed upon Customer's independent determination that it is appropriate for Customer's intended application. For a one (1) year period from date of Acceptance ("the Warranty Period"), AMN Language Services warrants the Equipment is guaranteed to operate in accordance as a video remote interpreting service operated under normal usage and conditions and with proper care and supervision. Company warrants that service repairs shall be free from defects in materials and workmanship for the balance of the Warranty Period. Responsibility for the installed items remains with the Customer at time of possession. The Customer shall maintain the installed equipment in good repair and operating condition, allowing for reasonable wear and tear. If Customer needs service repairs within the Warranty Period, AMN Language Services will be responsible for such repairs. After the warranty period, Customer will be responsible for all service repairs or may receive service repairs from AMN Language Services for additional fees. The warranties made herein shall be in lieu of any other warranty, expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. Such implied warranties or fitness for a particular purpose are expressly excluded.

LIMITATION OF LIABILITY

Customer acknowledges that interpretations may not be entirely accurate in all cases and that events outside of the control of AMN Language Services may result in incomplete or interrupted service. Except as specifically stated otherwise, each party's aggregate liability to the other for claims arising out of this Agreement, whether for breach or in tort and including but not limited to negligence, shall be limited to the amount paid by Customer to AMN Language Services within the previous 12 months. Further, neither party will be liable for any indirect, punitive, special, incidental, or consequential damage in connection with nor arising out of this Agreement (including loss of business, revenue, profits, use, data, or other economic advantages), however, it arises, whether for breach or in tort, 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.

INDEMNIFICATION AND HOLD HARMLESS

Customer acknowledges that it, and not AMN Language Services, is a professional health care provider. Customer hereby indemnifies and holds AMN Language Services harmless from any claims, including claims of third parties, based on medical malpractice or negligence of Customer (or its physicians, employees, independent contractors, etc.).

INSURANCE

Each party will maintain, during the term of this Agreement, in support of its contractual liabilities hereunder from an insurance company having an A.M. Best rating of at least A- and authorized to do business in the state(s) where work is to be performed. Should any of the required insurance be provided under a claims-made form, each party shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. On either party's written request, the other party shall furnish a certificate evidencing the foregoing insurance, and naming the requesting party as an additional insured with respect to negligent acts, errors, or omissions to the extent of the furnishing party's obligations under this Agreement. Cancellation of an Insurance policy or a reduction in insurance limits doesn't eliminate the respective party's obligation to financially meet the minimum coverage limits required per this agreement.

CONFIDENTIALITY

AMN Language Services will not disclose any confidential information provided by Customer to any third-party and will use such confidential information only for purposes specifically contemplated in this Agreement. Further, AMN Language Services and Customer will not disclose to any third party the terms and conditions of this Agreement or any of the information provided in any invoices or other documents or oral communications between

the parties. If a party is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such confidential information then the party so compelled may disclose such information without liability after giving reasonable notice to the other party to promptly assert whatever objections the other party has to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations.

ADDITIONAL TERMS

(a) 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. (b) 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. (c) Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by Texas law relating to contracts made in the State of Texas and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. (d) This Agreement shall be binding upon the parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction. (e) This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed against either party based on the attribution of drafting by either party. (f) This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all parties. The Headings have no substantive effect and are used merely for convenience. (g) A party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments then owing when due. (h) All notices to be given under this Agreement must be in writing. (i) This Agreement and all of its Attachments are 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. (j) No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party. (k) 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 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. (l) This Agreement may not be otherwise assigned by either party without the written consent of the other party, which will not be unreasonably withheld, delayed, or conditioned. (m) The customer represents that they have full power, authority, and legal right to execute and carry out their respective obligations under this Agreement.