



## Order Form

This **Order Form** for Services shall be governed by a written and mutually signed agreement between Client and Propio, or if there is no written and mutually signed agreement, the terms and conditions located at [propio.com/legal](http://propio.com/legal) (the “**Terms**”). Client’s use of any software in the Propio Suite is separately subject to the Terms unless superseded by a written agreement signed by the parties. This Order Form describes all of Propio’s standard offerings, but Propio is only required to deliver, and Client is only obligated to pay for, the Services and/or subscription fees for the Propio Suite’s software-as-a-service offering that are specified in the attached Rate Sheet.

### **1. Definitions**

**Client** means, including affiliates, **Nova Classical Academy**

**Effective Date** means the following the date of the second signature below.

**Term** means an initial term of three years commencing on the Effective Date. After the initial term, this Agreement will automatically renew for consecutive one-year periods. Client agrees that continued use of Services is acceptance of a renewal subject to the terms of this Order Form.

**Propio** shall mean Propio LS, LLC doing business as Propio Language Services and its affiliates.

**Cancellation Fees** means the minimum change for Interpretation not cancelled 24 hours in advance of the scheduled start time.

**Expedited Work** means on-site or scheduled Interpretation requests placed less than 24 hours in advance of the start time and on-site or scheduled American sign language requests placed less than 48 hours in advance of the requested start time.

**Interpretation** means live communication that explains the meaning of live communication either made orally in a specific language to another specific language, or using sign language that expresses verbal communication.

**Language** means the source languages that Propio can interpret into English and vice-versa. Propio’s list of available Languages is available upon request.

**Off Hours** means 5:00 p.m. to 8:00 a.m. in Client’s local time Monday through Friday and including Saturdays, Sundays, and bank holidays.

**Propio Suite** means one of Propio’s proprietary software-as-a-service platforms accessed via a web browser or supported mobile application, and includes Propio ONE, and Vu.

**Services** means professional services delivered by Propio providing either Interpretation, Translation, or both, including any ancillary services related to establishing and maintaining supporting systems and processes.

**Translation** shall mean a written description of the meaning of communication fixed in media such as written text or audio recordings in a specific language to another specific language.

**2. Interpretation Services.** Client may request Propio to provide Interpretation Services, which may be accessed using any method described in this section, and shall be billed at the rates described in the attached Rate Sheet.

A. On-demand Over-the-Phone Interpretation. Propio shall provide Client Interpretation on demand either over-the-phone or using Propio ONE’s audio-only functions in a Language. Fees begin accruing once the interpreter accepts the call and there is no charge for time spent dialing or waiting to connect. Propio connects users with a first in queue process. Connect times may vary depending on the Language and the availability of interpreters at the time of call.

B. Scheduled Over-the-Phone Interpretation. Client may schedule over-the-phone Interpretation in a specific Language. Scheduling requests may not be fulfilled if not placed a minimum of 24 hours in advance. Fees will be billed for the greater of either the requested duration, or actual time worked, and there is a 30 minute minimum.

C. On-demand Video Interpretation. Client may access Interpretation Services on-demand any time with Propio ONE. Fees begin accruing once the interpreter accepts the call and there is no charge for time spent dialing or waiting to connect. Propio connects users with a first in queue process. Connect times may vary significantly depending on the Language and the availability of interpreters at the time of call.

D. Scheduled Over-the-Phone Interpretation. Client may schedule Interpretation using remote video interpretation in a specific Language. Scheduling requests may not be fulfilled if not placed a minimum of 24 hours in advance. Fees will be billed for the greater of either the requested duration, or actual time worked, and there is a 60 minute minimum.

E. On-site and In-person Interpretation. Client may request in-person Interpretation at an agreed location, and subject to availability. If no Fees are listed in the Rate Sheet, fees shall be quoted per job at the time of the request. Scheduling requests may not be fulfilled if not placed a minimum of 24 hours in advance. Billing is in 15 minute increments with a 2 hour minimum or as otherwise agreed in writing. Time worked during Off Hours is subject to additional fees. Expedited Work is subject to additional fees and Cancellation Fees apply. Mileage is billed at the current IRS rate and parking is reimbursed at cost, if applicable, and Client is not responsible for any other Service expenses except as agreed in writing. On-site Interpretation is not available in all locations.

Not all Languages are available in-person. Core spoken languages are Arabic, Cantonese, French, Haitian Creole, Japanese, Korean, Mandarin, Polish, Portuguese, Russian, Spanish, Tagalog, and Vietnamese, and other common spoken languages and Bengali, Burmese, Dari, Farsi, Gujarati, Hebrew, Hindi, Italian, Kinyarwanda, Nepali, Punjabi, Ukrainian, Urdu, Somali, Swahili, and Turkish. Propio can provide a custom quote for Interpretation of limited diffusion languages or rare/endangered languages, and fees for such languages shall be subject to a separate written agreement.

F. AI Interpretation Using Propio Agent. Client may use Propio's proprietary artificial intelligence Services to provide on-demand Interpretation of a specific Language by selecting the appropriate option in the Propio Suite. Client or its customers may transfer an in-progress session to a human interpreter at any point during an Interpretation session with Propio Agent. Fees begin accruing once the call connects.

G. Third-Party Platform Virtual Interpretation. Client may schedule requests with most commercially available third-party live communication platforms (i.e., Teams, Zoom, etc.). Fees shall be quoted per job at the time of the request or as otherwise agreed by the parties in writing. Billing is in 15 minute increments with a 2 hour minimum or as otherwise agreed in writing. Time worked during Off Hours is subject to additional fees. Expedited Work subject to additional fees and Cancellation Fees apply. Client is responsible for Propio's right to use any third-party platform. Client must provide links, passwords, and any necessary platform access information for the virtual encounter when scheduling Services, and an interpreter's inability to access the platform using such information shall not reduce the fees incurred, Cancellation Fees, or other fees.

H. Optional Calling Features. Optionally, Client may allow Limited English Proficiency ("LEP") individuals to initiate an on-demand Interpretation session, or Client's users may use a third party telephony carrier to dial out to an LEP. Any such sessions are subject to the surcharges listed in the Rate Sheet if Client enables either or both of these features.

**3. Written Translation Services.** Client may access Translation Services using Propio's Vu platform. Vu allows Client to upload source/native documents, receive and approve quotes, review and accept completed Translation projects, and communicate with Propio. Once Client submits source documents, a project manager will provide a custom quote based on the prices in the Rate Sheet, and the estimated delivery date for each project. Certain projects may require unique terms and conditions such as milestone payments and/or a down payment as stated in the quote, which shall control and supersede any contradictory terms in any other written agreement. Propio will provide Client training on an ad hoc basis as agreed by the Parties. Rush processing fees require Client's prior written approval. Client can cancel a project at any time prior to completion by contacting the project manager using Vu or via email and will be effective upon the first to occur of either the project manager's written confirmation or four business hours after the cancellation notice is sent. Client shall be responsible for fees incurred prior to cancellation. In rare cases, Client may be responsible for additional fees if Propio's documented expenses incurred prior to cancellation exceed fees paid prior to cancellation.

Client accepts the Translation if Client does not notify Propio of any defects or errors and omissions within 30 days of Propio's delivery of an approval version to Client. Client's sole remedy for defect or error correction shall be reperformance of Translation Services at no additional cost. Translation Services involve preferential choices where more than one word or phrase can have the same material meaning (e.g., "large" and "big"). Changes to preferential choices requested by Client may incur additional fees, subject to Client's prior written approval. If Client approves

preferential changes, Propio may issue an invoice for the initial Translation Services and a separate invoice for the preferential changes upon Client’s acceptance of those changes.

Discounted rates for machine translation (“MT”) and translation memory for exact matches, repetitions, and fuzzy matches (collectively “TM”) apply to qualifying documents submitted in editable source format and in compatible languages as described in the Rate Sheet.

Propio can provide custom configuration of Vu on a time and materials basis for Client’s ease of use, for example to recognize common and repeated words and phrases used by Client.

**4. Third Party Platform Integrations.** Propio can integrate certain Interpretation Services into electronic health record and/or telehealth platforms and Propio will provide Client a custom quote for any such integrations.

**5. Binding Services Order.** Each person signing below represents and warrants that they are duly authorized on behalf of their respective parties to bind that party to this Order Form, and intending to be bound, each party signs below to acknowledge their respective assents to the terms and conditions of this Order Form, including the incorporated Rate Sheet.

Propio LS, LLC	Nova Classical Academy
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Address for notice purposes: 10801 Mastin Street, Suite 580 Overland Park KS 66210 legal@propio.com Attn: Legal Dept	Address for notice purposes: _____



## Rate Sheet

### 1. Remote Interpretation Fees

Over-the-Phone Interpretation to English	
Spanish	\$0.65/minute
Non-Spanish	\$0.85/minute
On-Demand Video Interpretation to English	
Spanish	\$0.85/minute
Non-Spanish	\$0.85/minute
American Sign Language (ASL)	\$1.89/minute
AI-based Interpretation with Propio Agent*	
Spanish	\$.40/minute
Non-Spanish	\$.40/minute
*Subject to the end user agreement located at <a href="https://propio.com/legal">propio.com/legal</a>	
Optional Calling Features	
LEP Direct Dial	+0.10¢/minute to above rates
Third Party Dial Out	\$0.99/each dial out

### 2. Translation Rates

Written Document Translation from English					
Target Language	Per Word	84%-75% TM matches	94%-85% TM matches	99%-95% TM matches	Exact match & repetition
Spanish	\$0.13	\$0.09	\$0.07	\$0.05	\$0.04
Arabic	\$0.15	\$0.11	\$0.08	\$0.06	\$0.05
German	\$0.25	\$0.18	\$0.13	\$0.10	\$0.08
Persian (Iran)	\$0.19	\$0.13	\$0.10	\$0.08	\$0.06
French (Canada)	\$0.26	\$0.18	\$0.13	\$0.10	\$0.08
French (France)	\$0.25	\$0.18	\$0.13	\$0.10	\$0.08
Hindi	\$0.15	\$0.11	\$0.08	\$0.06	\$0.05
Hmong	\$0.22	\$0.15	\$0.11	\$0.09	\$0.07
Haitian (Creole)	\$0.27	\$0.19	\$0.14	\$0.11	\$0.08
Italian	\$0.20	\$0.14	\$0.10	\$0.08	\$0.06
Japanese	\$0.26	\$0.18	\$0.13	\$0.10	\$0.08
Karen	\$0.27	\$0.19	\$0.14	\$0.11	\$0.08
Korean	\$0.19	\$0.13	\$0.10	\$0.08	\$0.06
Nepali	\$0.21	\$0.15	\$0.11	\$0.08	\$0.06
Polish	\$0.18	\$0.13	\$0.09	\$0.07	\$0.05
Portuguese (Brazil)	\$0.15	\$0.11	\$0.08	\$0.06	\$0.05
Portuguese (Portugal)	\$0.17	\$0.12	\$0.09	\$0.07	\$0.05
Russian	\$0.16	\$0.11	\$0.08	\$0.06	\$0.05
Somali	\$0.22	\$0.15	\$0.11	\$0.09	\$0.07
Swahili	\$0.21	\$0.15	\$0.11	\$0.08	\$0.06
Tagalog	\$0.24	\$0.17	\$0.12	\$0.10	\$0.07
Ukrainian	\$0.17	\$0.12	\$0.09	\$0.07	\$0.05
Vietnamese	\$0.15	\$0.11	\$0.08	\$0.06	\$0.05
Chinese (Simplified, PRC)	\$0.16	\$0.11	\$0.08	\$0.06	\$0.05
Chinese (Traditional, Taiwan)	\$0.18	\$0.13	\$0.09	\$0.07	\$0.05
Braille	\$6.00	n/a	n/a	n/a	n/a

Additional Translation Fees	
Minimum project fee	\$75 per language per project
MT	\$0.015 per word
MT with human review	\$0.015 plus 65% of applicable standard per word charge
Translation into English	15% increase to per word rate
508 PDF remediation	\$3.75 per page
Rush processing	15% increase to the total invoice
Desktop publishing & formatting	\$55 per hour (if applicable)
Custom Vu configuration	\$250 per hour (if applicable)

### 3. On-Site and Third-Party Platform Virtual Interpretation Fees

Fees for on-site Interpretation and third-party platform virtual interpretation vary by market and, if applicable, are set forth in the attached addendum.

### 4. Additional Terms.

Payments may be made via ACH, wire transfer or credit card. If permitted by applicable law, credit card payments will be charged a processing fee equal to the transactional fee charged by the credit card issuer.

On the first anniversary of the Effective Date and each year thereafter, Propio reserves the right to increase Client's rates for Interpretation Services by the lesser of either (1) the percentage amount equal to the year-over-year percentage increase in the Healthcare Consumer Price Index published by the Bureau of Labor Statistics ending the month before the renewal date, or (2) \$0.01, provided that Propio notifies Client in writing of the adjusted prices at least 30 days prior to the renewal.