

Megan McFarland
Speech-Language Pathologist
Megan.McFarland@k12.sd.us

To Whom It May Concern,

I am writing to formally resign from my position as Speech Language Pathologist at McKinley Learning Center, effective at the end of this school year.

This decision was not made lightly, as my time at McKinley Learning Center has been wonderful. I have greatly enjoyed working with our students and collaborating with the staff to support their communication needs.

Thank you for the opportunities for professional growth and the support I have received during my time here. I look forward to staying in touch and wish the McKinley Learning Center continued success in the future.

Sincerely,

 5/9/2025
Megan McFarland

Ann Fenske
39748 207th St
Huron, SD 57350

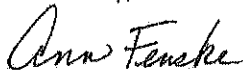
May 12, 2025

Dr. Kraig Steinhoff, Superintendent
Kathie Bostrom, Director of Transportation

After speaking with the South Dakota Retirement, it would be in my best interest to move my retirement date from July 15th to June 19th.

Once again, thank you for the opportunities that I have had with the Huron School District.

Sincerely,

A handwritten signature in cursive script that reads "Ann Fenske".

Ann Fenske

BIG LANGUAGE SOLUTIONS, LLC

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (the "**Agreement**") is made as of the 4th day of May, 2025 (the "**Effective Date**") by and between **BIG Language Solutions, LLC**, a Delaware limited liability company maintaining offices at 3424 Peachtree Road NE, Suite 2060, Atlanta, GA 30326 ("**BIG Language**") and, **Huron School NA** corporation with its principal office and place of business at **PO Box 947 Huron, SD** ("**Customer**") (each of **BIG Language** and **Customer**, a "**Party**"). The Parties agree as follows:

1. PROFESSIONAL SERVICES.

1.1 Professional Services. The Parties anticipate that **Customer** may desire to engage **Provider** to perform certain services which may include by way of example patent translation services. For purposes of this Agreement, "**Provider**" means **BIG Language**, an Affiliate of **BIG Language**, or any combination of the foregoing, as designated by **BIG Language** on a case-by-case basis for purposes of this Agreement, depending on the nature of the services requested by **Customer** and on other relevant criteria. **BIG Language** will ensure that each **Provider** performs its obligations under this Agreement. Subject to the terms and conditions set forth in this Agreement, **Provider** will perform the services as set forth in Projects (as defined below) separately executed by the Parties (the "**Professional Services**"). "**Affiliate**" of a party means any company or entity that directly or indirectly controls, is controlled by, or is under common control with that party. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of power to direct or affect the direction of the management and policies of such party.

1.2 Projects. The Parties may enter into Projects from time to time. A "**Project**" means any work order, statement of work, quotation, or similar arrangement entered into by **Customer** and a **Provider**, or any other written instructions provided by **Customer** to a **Provider** for a project that are accepted by the **Provider** (email provision and acceptance are permitted). Each Project will describe the **Professional Services** to be provided by **Provider** to **Customer**, and the fees, costs and expenses to be paid by the **Customer** to **Provider**, and will become effective upon execution by authorized representatives of both Parties. Projects may only be modified with the written approval of both Parties.

2. RESPONSIBILITIES.

2.1 Suitability. **Provider**, through means of its project management system, will assign employees and subcontractors with qualifications suitable for the work described in the relevant Project. **Provider** may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors. **Provider** will exercise reasonable skill, care and diligence in carrying out the **Professional Services**.

2.2 Performance. **Provider** will use commercially reasonable efforts to provide the **Professional Services** within time frames estimated in writing by **Provider** in the Project, or if no such written estimate is given by **Provider**, **Provider** will perform in accordance with its usual parameters for "standard turnaround", subject to mitigating circumstances existing from time to time. **Customer** acknowledges that **Provider** will not be liable for any failure or delay by **Customer** to provide any **Source Materials** (as defined below), or any errors or omissions in the **Source Materials**.

2.3 Customer Responsibilities for Source Materials. **Customer** will make available in a timely manner, at no charge to **Provider**, all the documentation, reference material, and other information requested by **Customer** for translation, as identified in an applicable Project, or as otherwise required in connection with the **Professional Services** (collectively, the "**Source Materials**"). **Customer** will be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such **Source Materials**. **Customer** will ensure that all **Source Materials**:

(a) are of a sufficient quality and integrity to enable **Provider** to provide the **Professional Services**;

(b) do not infringe any third party's copyright or other intellectual property rights;

(c) are not defamatory or otherwise libelous; and

(d) do not violate any applicable laws or regulations.

Customer grants to **BIG Language** a non-exclusive, royalty-free, worldwide, fully-paid right and license during the Term (as defined below), with the right to sublicense to the other **Providers**, to use, copy, modify, display, create derivative works of, and distribute the **Source Materials** for purposes of providing the **Professional Services** to **Customer**. **Customer** agrees to indemnify **BIG Language** against any loss, liability, damage, cost and expense (including reasonable attorney's fees) incurred by **BIG Language** and/or any **Provider** in connection with claims made or brought against any **Provider** by a third party alleging that the **Source Materials**, or the use thereof by **Provider** (i) infringe the copyright or other intellectual property rights of any person; or (ii) are defamatory or otherwise libelous.

2.4 Nonsolicitation. **Customer** acknowledges and agrees that the employees and consultants of any **Provider** who perform the **Professional Services** are a valuable asset to **Provider** and are difficult to replace. Accordingly, **Customer** agrees that during the Term of this Agreement, for a period of one (1) year after the termination or expiration of this Agreement, it will not offer employment or engagement (whether as an employee, independent contractor or consultant) to any **Provider** employee or consultant who performs any of the **Professional Services**.

3. FEES.

3.1 Fees Payable. In consideration for the performance of the applicable **Provider's** obligations under this Agreement, **Customer** will pay to **BIG Language** or to another **Provider** designated by **BIG Language**, without offset or deduction all fees, expenses and other amounts specified in each Project ("**Fees**"). Invoices will be issued to the **Customer** by **BIG Language** or by another **Provider**. Unless otherwise provided in such Project all such **Fees** will be due and payable within thirty (30) calendar days after an invoice is issued to **Customer** with respect thereto.

3.2 Disputed Charges. **Customer** must notify **BIG Language** in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of invoice. Absent such notice, **Customer** will be deemed to have agreed to the charges as invoiced after the expiration of such time period.

3.3 Late Charges. **BIG Language** reserves the right to charge, and **Customer** agrees to pay, a late charge equal to five percent (5%) per year on any amount that is not the subject of a good faith dispute that is unpaid on the due date, and on any other outstanding balance. **Customer** will reimburse **BIG Language** for any costs and fees incurred by **BIG Language** to collect unpaid **Fees**.

3.4 Taxes. All amounts payable under this Agreement will exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. **Customer** will be responsible for payment of all such taxes (other than taxes based on **BIG Language's** income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of services. **Customer** will make all payments required hereunder free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on any payments made by **Customer** hereunder will be **Customer's** sole responsibility, and **Customer** will, upon **BIG Language's** request, provide **BIG Language** with official receipts issued by the appropriate taxing authority, or such other evidence as **BIG Language** may reasonably request, to establish that such taxes have been paid.

3.5 Annual Rate Increase: Commencing on the first month after the first anniversary of the **Effective Date**, the services rate(s) initially agreed upon may increase a maximum of 3% to compensate for cost increases. **BIG Language** shall inform the **CLIENT** of the applicable price increase at least thirty (30) days before the effective date of the increase.

4. CONFIDENTIALITY.

4.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. For purposes of this Agreement "Confidential Information" means any material or information relating to a Party's research, development, products, product plans, services, Customers, Customer lists, markets, software, developments, inventions, processes, formulas, technologies, designs, drawings, marketing, finances, or other business information or trade secrets that such disclosing Party treats as proprietary or confidential. Without limiting the foregoing, the software and any databases (including any data models, structures, and non-Customer specific data contained therein) of each Provider will constitute Confidential Information of that Provider. Customer will own all information included in Customer's documents and other materials submitted to any Provider under this Agreement, including any personal data and other regulated that may be included in such documents and materials (such information is collectively the "Customer Data"). Customer will comply with all applicable laws and regulations in the course of collecting, storing, using and making available to any Provider the Customer Data. Customer grants to BIG Language a nonexclusive license, with the right to sublicense to the other Providers and to other BIG Language affiliates, to (a) use the Customer Data in connection with each Provider's business, including to provide to Customer the Professional Services, and (b) to process the Customer Data to generate aggregated and anonymized data (including statistical data) that does not uniquely identify individuals or entities ("Anonymized Data"), and to use the Anonymized Data in the course of each Provider's business. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

4.2 Mutual Confidentiality Obligations. Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

4.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 4.1 and 4.2 will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

5. WARRANTIES AND LIMITATIONS.

5.1 Warranties. BIG Language warrants to Customer that, for a period of ninety (90) days after final delivery thereof, all Professional Services performed and deliverables provided will conform in all material respects with any written specifications set forth in the applicable Project. Upon written notice of any material non-conformity with such specifications provided to BIG Language within such ninety (90) day period, BIG Language will have a period of thirty (30) days, or such longer period as

may be reasonably necessary, to correct such non-conformity. Correction of the non-conforming Professional Services and/or deliverables will be Customer's sole and exclusive remedy, and all Providers' sole liability, for any failure of the Professional Services and/or deliverables to comply with the foregoing warranty. The foregoing warranty will be void and of no force or effect if any modification, alteration or addition has been made to the Professional Services and/or deliverables by anyone other than BIG Language.

5.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED FOR IN SECTION 5.1, THE PROFESSIONAL SERVICES AND ANY OTHER INFORMATION, DELIVERABLES, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND EACH PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO WARRANTY IS MADE BY ANY PROVIDER ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. NO PROVIDER WARRANTS THAT THE PROFESSIONAL SERVICES OR ANY OTHER INFORMATION, DELIVERABLES, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS OR BE ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IN RELATION TO PROFESSIONAL SERVICES WHICH COMPRISE TRANSLATION WORK, CUSTOMER ACKNOWLEDGES AND AGREES THAT:

(A) A TRANSLATION MAY READ DIFFERENTLY FROM GOOD ORIGINAL WRITING;

(B) NO PROVIDER WILL BE UNDER ANY OBLIGATION TO INDICATE OR CORRECT ERRORS OR OMISSIONS IN THE SOURCE MATERIAL;

(C) WHERE CUSTOMER HAS SPECIFIED A PARTICULAR USE FOR A TRANSLATION IN A PROJECT OR OTHER COMMUNICATION WITH ANY PROVIDER, THE TRANSLATION MAY NOT BE SUITABLE OR APPROPRIATE FOR A PURPOSE OTHER THAN THAT ORIGINALLY SPECIFIED;

(D) IF THE CUSTOMER PROPOSES TO USE A TRANSLATION FOR A PURPOSE OTHER THAN THAT SPECIFIED IN WORK, THEN CHANGES MAY NEED TO BE MADE TO THE TRANSLATION FOR WHICH BIG LANGUAGE MAY CHARGE ADDITIONAL FEES; AND

(E) UNLESS OTHERWISE AGREED IN WRITING, TRANSLATION WORK MAY BE DELIVERED TO THE CUSTOMER BY EMAIL AT THE CUSTOMER'S SOLE RISK.

CUSTOMER ACKNOWLEDGES THAT THE PROVIDERS' OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF CUSTOMER ONLY.

5.3 Limitations. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY PROJECT, BUSINESS ASSOCIATE AGREEMENT, THE SERVICES, OR ANY OTHER RELATED AGREEMENT OR ATTACHMENT ENTERED INTO BY THE PARTIES), UNDER ANY THEORY (INCLUDING CONTRACT, TORT, INDEMNIFICATION, OR STRICT LIABILITY), FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REPLACEMENT COSTS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF ANY PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. EXCEPT FOR A BREACH OF SECTION 4, THE CUMULATIVE LIABILITY OF ALL PROVIDERS TO CUSTOMER AND TO ALL OTHER PARTIES FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT (INCLUDING ANY PROJECT, BUSINESS ASSOCIATE AGREEMENT, THE SERVICES, OR ANY OTHER RELATED AGREEMENT OR

ATTACHMENT ENTERED INTO BY THE PARTIES), UNDER ANY THEORY (INCLUDING CONTRACT, TORT, INDEMNIFICATION, OR STRICT LIABILITY), WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES THEN-PAID TO CUSTOMER UNDER SECTION 3.1 FOR THE SPECIFIC PROFESSIONAL SERVICES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

5.4 Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

6. PROPRIETARY RIGHTS. Customer will retain ownership of all Source Materials and any deliverable that embodies its Confidential Information to the extent that it embodies Customer's Confidential Information. Each Provider will retain ownership of all software, hardware, technology, services, data, and databases (including any data models, structures, and non-Customer specific data contained therein) of such Provider.

7. TERM; TERMINATION.

7.1 Term. This Agreement will commence on the Effective Date and will remain in effect for a period of three (3) years unless terminated in accordance with this Section 7 (the "**Term**"). Unless otherwise stated in the applicable Project, or the Agreement or such Projects are terminated pursuant in accordance with this Section 7, the term of each Project will last until performance thereunder is completed.

7.2 Termination for Breach. Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such thirty (30)-day period. Without limiting the foregoing, BIG Language may immediately terminate this Agreement upon written notice in the event that Customer becomes insolvent or enters bankruptcy during the Term.

7.3 Termination of Individual Projects. Either Party may, at its sole option and for its own convenience, terminate this Agreement and/or any or all Projects in effect upon thirty (30) days prior written notice.

7.4 Effect of Termination. Upon any termination of this Agreement or an applicable Project, the Parties will inform each other of the extent to which performance has been completed through such date and collect and deliver all work in process. In the event of termination, the Parties agree to wind up their work in a commercially reasonable manner and to preserve and deliver items of value created prior to termination. BIG Language will be paid for all work performed and expenses incurred through the date of termination. Upon any termination of this Agreement, BIG Language reserves the right to destroy or otherwise dispose of any Source Materials which have been in its custody for more than one (1) month following completion of the Professional Services to which they relate.

7.5 Survival. The provisions of Sections 2.3, 2.4, 3, 4, 5, 6, 7.5, 7.6, and 8 will survive the termination of this Agreement.

8. MISCELLANEOUS

8.1 Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WILL BE CONSTRUED IN ACCORDANCE WITH, AND WILL BE GOVERNED BY, THE LAWS OF WISCONSIN, WITHOUT GIVING EFFECT TO ITS RULES REGARDING CONFLICTS OF LAWS. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY ARBITRATION IN WISCONSIN, NY BEFORE ONE ARBITRATOR. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.

8.2 Force Majeure. Each Provider will be excused from performance of its obligations under this Agreement if such a failure to perform arises from compliance with any requirement of applicable law, acts of God, fire, strike, pandemic, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of that Provider. Any delay resulting from any of such causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

8.3 Notices. All notices required by or relating to this Agreement will be in writing and will be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to Customer, as set forth on the Cover Page, or if to BIG Language, as follows:

BIG Language Solutions, LLC
3424 Peachtree Road NE, Suite 2060
Atlanta, GA 30326
Attention: Dave Perlman, CEO
Email- Contracts@biglanguage.com

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices will be effective on the date indicated in such confirmation.

8.4 Assignment; Delegation. Each Party may assign this Agreement without the need for any consent in connection with any corporate restructuring, or in connection with a sale or transfer of all or substantially all of its assets, stock or business. This Agreement will be binding upon and inure to the benefit of BIG Language and Customer and their successors and permitted assigns.

8.5 Independent Contractors. Customer and BIG Language acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.

8.6 Amendment. No amendment to this Agreement or any Agreement will be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.

8.7 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

8.8 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

8.9 Export. Each Party agrees not to export, directly or indirectly, any data acquired from the other Party or any products utilizing such data to countries outside the United States of America, which export may be in violation of the United States of America export laws or regulations or the laws and regulations of any other applicable jurisdiction.

8.10 No Third-Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

8.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

8.12 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement.

8.13 Entire Agreement. This Agreement, and any relevant Project referencing this Agreement, sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions,

inducements or representations other than as expressly provided for herein.

8.14 Order of Precedence. In the event that a conflict is deemed to arise between the provisions of this Agreement and the provisions of any Project, the provisions of this Agreement will govern.

[End of Master Services Agreement]

The Parties agree to the above terms and have executed this Agreement as of the date(s) set forth below.

CUSTOMER: Huron School District

BIG LANGUAGE SOLUTIONS, LLC

By (Signature): _____

By (Signature): _____

Name (Printed): Tim Van Berkum

Name (Printed): _____

Title: President School Board

Title: _____

Date: May 12, 2025

Date: _____

Exhibit A: Pricing

This Pricing exhibit is an integral part of the Master Services Agreement (MSA) and outlines all pricing details, including the cost of offer preparation, account servicing, and compliance with all contractual requirements. Unit pricing is calculated on a per-minute or per-word basis for all languages, including any unlisted languages that may be provided under the resultant Contract.

Item No.	Description	Unit Price	
Over-the-Phone Interpretation			
1a.	Over-the-Phone Interpretation (OPI) Services for the most requested language: Spanish	\$.57	/min
1b.	Over-the-Phone Interpretation (OPI) Services for the twelve most requested languages (other than Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$.57	/min
1c.	Over-the-Phone Interpretation (OPI) Services for Bosnian-Serbo Croatian, Bulgarian, Czech, Danish, Dutch, Finnish, Flemish, Greek, Hungarian, Norwegian, Polish, Romanian, Slovak, Slovenian, Swedish, Turkish, Ukrainian	\$.57	/min
1d.	Over-the-Phone Interpretation (OPI) Services for all other languages specified in Attachment B, as well as for all unlisted languages that may be provided through the resultant Contract.	\$.57	/min
*Each call has a one minute minimum billed in one-minute increments.			
Scheduled Telephonic Interpretation Services-			
1. Scheduled Telephonic Interpretation services will be charged at the same rate as over-the-phone interpretation services.			
2. Scheduled Telephonic Interpretation services are charged from the time the interpreter is connected until the call is disconnected rounded up to the next minute.			
3. Late Cancellations: Scheduled Telephonic appointments cancelled within 24 hours of the appointment start time will be billed a 30-minute minimum.			
4. No Show: A customer may call for their interpreter at the appointed time or up to 10 minutes after the appointed time. If the customer is more than 10 minutes late to the appointment, the interpreter will be released, and the call will be billed a 30-minute minimum			
Video Remote Interpretation			
2a.	Video Remote Interpretation (VRI) Services for the top VRI language: American Sign Language (ASL) if other than proposed for 2b.	\$ 1.99	/min.
2b.	Video Remote Interpretation (VRI) Services for the twelve most requested languages: Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$.89	/min.
2c.	Video Remote Interpretation (VRI) Services for all other languages specified in Attachment B, as well as for all unlisted languages hat may be provided through the resultant Contract.	\$.89	/min.
*Each call has a one minute minimum billed in one-minute increments.			
Scheduled Video Remote Interpretation Services-			
1. Scheduled Video Remote Interpretation services will be charged at the same rate as over-the-phone interpretation services.			
2. Scheduled Video Remote Interpretation services are charged from the time the interpreter is connected until the call is disconnected rounded up to the next minute.			
3. Late Cancellations: Scheduled Telephonic appointments cancelled within 24 hours of the appointment start time will be billed a 30-minute minimum.			
4. No Show: A customer may call for their interpreter at the appointed time or up to 10 minutes after the appointed time. If the customer is more than 10 minutes late to the appointment, the interpreter will be released, and the call will be billed a 30-minute minimum			

Document Translation Services				
3a.	Standard Document Translation Services for the most requested language: Spanish	\$	0.10	/word
3b.	Standard Document Translation Services for the twelve most requested languages: Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$	0.15	/word
3c.	Standard Document Translation Services for Bosnian-Serbo Croatian, Bulgarian, Czech, Danish, Dutch, Finnish, Flemish, Greek, Hungarian, Norwegian, Polish, Romanian, Slovak, Slovenian, Swedish, Turkish, Ukrainian	\$	0.16	/word
3d.	Standard Document Translation Services for all other languages specified in specified In Attachment B, as well as for all unlisted languages that may be provided through the resultant Contract.	\$	0.17	/word
3e.	Expedited Document Translation Services for the most requested language: Spanish	\$	0.13	/word
3f.	Expedited Document Translation Services for Bosnian-Serbo Croatian, Bulgarian, Czech, Danish, Dutch, Finnish, Flemish, Greek, Hungarian, Norwegian, Polish, Romanian, Slovak, Slovenian, Swedish, Turkish, Ukrainian	\$	0.21	/word
3g.	Expedited Document Translation Services for the twelve most requested languages: Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$	0.195	/word
3h.	Expedited Document Translation Services for all other languages specified in specified in Attachment B, as well as for all unlisted languages that may be provided through the resultant Contract.	\$	0.22	/word
3i.	Desktop Publishing (DTP)	\$	39.50	/hour
3j.	Minimum Charge	\$	75.00	

Item No.	Optional Pricing Models	Equipment Available	Cost or% Discount off MSRP
4.	Contractors should submit any associated equipment available for use under the resultant contract.		
	Dual Handset Phones (Analog & Digital versions available)	Yes	\$150
	Analog	Yes	\$150
	Digital Adapters	Yes	\$150
	Y-Cable and additional headset	Yes	\$35
Item No.	Optional Pricing Models	Equipment Available	Cost or% Discount off MSRP
	Language Link's VRI software is available for download free of charge. Client should please supply computer, microphone, headset and high-speed Internet connection.	Yes	No charge