

**Participating Addendum
for
Remote Interpreting and Translation Services
subject to
NASPO ValuePoint Master Agreement Number 40-00000-24-00076AK
Between the State of New Mexico and Propio LS, LLC**

This Participating Addendum is entered into by the participating entity identified below and Propio LS, LLC (“**Contractor**”) (each a “**Party**” and collectively the “**Parties**”) for the purpose of participating in NASPO ValuePoint Master Agreement Number 40-00000-24-00076AK, executed by Contractor and the State of New Mexico (“**Lead State**”) for Remote Interpreting and Translating Services (“**Master Agreement**”):

“**Participating Entity**” shall mean: **[client name]**

1. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Lisa Stokesbury
Director, Strategic Partnerships
lstokesbury@propio.com
937-401-1471

Contractor’s contact for notice purposes is:

Propio LS, LLC
Attn: legal dept.
10801 Mastin St.
Overland Park, KS 66210

Participating Entity’s contact for this Participating Addendum is:

[Contact name]
[Contact title]
[Contact email address]
[Contact phone number]

Participating Entity’s contact for notice purposes is:

[Contact name]
[Contact title]
[Contact street address]
[Contact city state and zip]
[Contact alternative contact method]

2. TERM. This Participating Addendum is effective as of _____, or if left blank, the date of the last signature below, and will terminate upon termination of the Master Agreement, as amended. Either party may terminate this Participating Addendum on 90 days’ written notice for any reason or no reason.

3. PARTICIPATION AND USAGE. This Participating Addendum may be used only by the Participating Entity. If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

4. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities. All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor’s NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor’s subcontractors, dealers,

distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum. Participating Entity is responsible for all necessary rights to use any source materials provided to Contractor to perform translation services.

- 5. AMENDMENTS TO THE MASTER AGREEMENT.** Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within 10 calendar days of the amendment's effective date and is documented thereafter via written amendment hereto. Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.
- 6. PARTICIPATING ENTITY SPECIFIC TERMS.** Any terms attached hereto as Attachment 1 shall be deemed incorporated into this Participating Addendum, including without limitation modifications, exclusions, or additions to the Master Agreement, and special pricing for Participating Entity, and shall control and supersede over any conflicting terms in the Master Agreement. Such terms apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.
- 7. ORDERS.** Contractor shall provide Participating Entity with unique credentials to access the services, which may be a toll-free phone number, or credentials to access a free app available in the Apple Store and Google Play, or via the Internet. Software is subject to the terms and conditions located at propio.com/end-user-agreement to the extent such terms do not conflict with applicable law. All services attributable to Participating Entity's access credentials shall be billed to Participating Entity. Services used by Participating Entity are subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- 8. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- 9. LIMITATION OF LIABILITY.** Except for Participating Entity's payment obligations, third party intellectual property claims, and otherwise to the extent not prohibited by applicable law, each Party's aggregate liability to the other for damages arising from or relating to this Agreement shall be limited to the greater of the amount spent by Participating Entity in the 12 months immediately preceding the last event that gave rise to a claim, or \$10,000 USD. This limitation shall apply regardless of whether the claim arises from contract, tort including but not limited to negligence, strict liability or in equity, and regardless of whether a party was advised of the possibility of such damages. Further, neither Party will be liable for any indirect, punitive, special, incidental, or consequential damage in connection with, arising out of or relating to 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 Participating Agreement fails of its essential purpose.

10. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Delaware law.

11. NOTICE. Any notice required herein shall be sent via mail to the address specified in the first paragraph.

12. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovalupoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

13. BINDING AGREEMENT. Each person signing below represents and warrants that they are duly authorized on behalf of their respective parties to bind that party to this Participating Addendum, and intending to be bound, each party signs below to acknowledge their respective assents to its terms and conditions.

CONTRACTOR

Signed: _____
Name: _____
Title: _____
Date: _____

PARTICIPATING ENTITY

Signed: _____
Name: _____
Title: _____
Date: _____