

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

RENEWAL TO AUDIOBOOK SOFTWARE LICENSE AGREEMENT

THIS RENEWAL ("Renewal") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Recorded Books, LLC, ("Recorded Books"), a company authorized to conduct business in the State of Texas.

WHEREAS, the Parties previously executed and accepted the Addendum to License Agreement For Recording Of Audio Books With Recorded Books L.L.C. Agreement ("Agreement") attached "Exhibit A" and incorporated by reference; and

WHEREAS, County would like to renew the Agreement at an amount of \$10,000.00 as provided in the Subscription Form ("Exhibit B").

NOW, THEREFORE, in consideration of the foregoing, the Agreement between the County and Recorded Books is hereby renewed as follows:

1. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
2. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
3. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
4. **Confidential Information.** Recorded Books expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Recorded Books shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Recorded Books for any reason are hereby deleted.
6. **Software Assurance.** Recorded Books represents and warrants that its software and any related systems and/or services related to its software (collectively, the "Services") furnished by Recorded Books to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Recorded Books will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a

claim that the use of the Recorded Books' Services infringe an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and the Recorded Books' liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.

7. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Recorded Books in any way associated with the Agreement.
8. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
9. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
10. **Conflict.** In the event of a conflict between the terms of this Renewal and the Agreement, the terms of this Renewal shall prevail.

Except as modified herein, the terms of the Agreement remain in full force and effect. If there is a conflict between this Renewal and the Agreement, the provisions of this Renewal shall prevail. This Renewal shall be effective upon execution by the County.

FORT BEND COUNTY

Robert Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

RECORDED BOOKS, LLC



Authorized Agent – Signature

James A. Schmidt

Authorized Agent- Printed Name

SVP Library Sales

Title

1-11-17

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 10,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A



FORT BEND COUNTY, TEXAS PURCHASE ORDER

P.O.NUMBER: 130797

PAGE #: Page 1 of 1

P.O.DATE: 10/8/2015

DELIVERY BY: 10/8/2015

BUYER: Christina M. Hacker

VENDOR: 10276

RECORDED BOOKS, LLC
270 SKIPJACK ROAD
PRINCE FREDER MD 20678
SUSAN KEITH

SHIP TO: LIBRARY-GEORGE MEMORIAL BRANCH
1001 GOLFVIEW DRIVE
RICHMOND TX 77469

BILL TO: COUNTY AUDITOR
301 JACKSON
RICHMOND, TX 77469

DESCRIPTION	QUANTITY	UNIT COST	EXTEND COST
1 6657 ONLINE SERVICES-LIBRARY ONLY	10,000	EA \$1.00	\$10,000.00

Transparent Language Online Database renewal. 2/1/2016 through 1/31/2017. FY2015 PO #121861.
Database for learning foreign languages.

GRAND TOTAL: \$10,000.00

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ADDENDUM TO LICENSE AGREEMENT FOR LIBRARY FOR RECORDING OF AUDIO BOOKS WITH
RECORDED BOOKS L.L.C. AGREEMENT**

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Recorded Books Limited L.L.C., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain License Agreement for Library for Recording of Audio Books with Recorded Books L.L.C. Agreement, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
2. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
3. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
4. **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to

indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Contractor for any reason are hereby deleted.

6. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
7. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
8. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.


FORT BEND COUNTY


Robert E. Hebert, County Judge

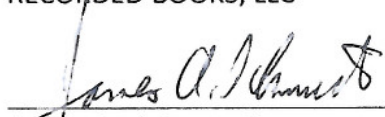
1-6-2015

Date

ATTEST:


Dianne Wilson, County Clerk
LAURA RICHARD

RECORDED BOOKS, LLC


Authorized Agent- Signature

James A. Schmidt
Authorized Agent- Printed Name

SVP Sales + Marketing
Title

12-1-14
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$10,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

EXHIBIT A

RX # 106152



Transparent Language® Online

Recorded Books LLC • 270 Skipjack Road • Prince Frederick, MD 20678 • Toll Free 877-828-2833 •
Fax 208-474-4525 • bykl@recordedbooks.com • www.recordedbooks.com

SUBSCRIPTION FORM			
RB SALES REPRESENTATIVE: CLAYTON STRICKLAND		DATE: SEPTEMBER 22, 2014	
NEW <input type="checkbox"/> RENEWAL <input checked="" type="checkbox"/>		WEBSITE URL:	
Customer Name: Fort Bend County Library			
Billing Address: Fort Bend County Library 1001 Golfview Dr. Richmond TX 77469			
City: Richmond	State: TX	ZIP Code: 77469	
Phone: 281-633-4746	Fax:	# of Branches	
CONTACT INFORMATION			
PRIMARY CONTACT NAME: TERESA THIIM		EMAIL: TTHIIM@FORTBEND.LIB.TX.US	
MARC CONTACT NAME:		EMAIL:	
REQUESTED START DATE (IF NO DATE IS INDICATED, WE WILL MAKE EVERY EFFORT TO BEGIN YOUR SERVICE ON THE FIRST OF THE MONTH FOLLOWING RECEIPT OF YOUR ORDER):		PURCHASE ORDER:	
Transparent Language Online Subscription <input type="checkbox"/>		\$ 10,000.00	
TERM ONE YEAR UNLESS OTHERWISE NOTED		TOTAL DUE:	
Order cannot be processed without an <u>authorized signature</u> . By signing this form, the library agrees to put the TLOL URL on its website in a method whereby it can only be accessed by valid library cardholders. Completed forms may be emailed to byklonline@recordedbooks.com or faxed to 208-474-4525			
Name: Robert Herbert		Title: County Judge	Date: 1-6-2015
Signature:			

FOR RB OFFICE USE ONLY	
Product # : _____	Sub Dates: _____ to _____



July 14, 2014

To Whom It May Concern,

Thank you for your interest in RBdigital from Recorded Books. We are happy to provide you with the following sole source information on our products.

Recorded Books has been recording and publishing unabridged audiobooks since 1979. We currently hold over 10,000 titles, all of them copyrighted by Recorded Books, Inc. and registered with the United States Copyright Office. Each unabridged audiobook (ReadAlong Homework pack, SmartReader, SteadyReader, Spanish titles, eAudio, etc.) produced by Recorded Books is assigned a unique ISBN number by the Library of Congress. OneClickdigital is the eAudio platform for libraries and is only available through RBdigital from Recorded Books. Library edition audiobooks recorded and manufactured by Recorded Books can only be purchased directly from our company, which makes OneClickdigital the sole source for Recorded Books products.

We are also the sole source for libraries for the Modern Scholar lecture series, Evergreen Audiobooks, Pimsleur Language Programs for Libraries, and Recorded Books-produced titles on Playaway devices. RBdigital from Recorded Books is the only provider to libraries of the following online services: RB Test Prep, Atomic Training, Transparent Language Online, Signing Savvy, LawDepot for Libraries, Universal Class, Zinio for Libraries, IndieFlix, GymAmerica, Kudda, BenchPrep, Worldcrunch, and FastPencil for Libraries.

Please call us if you need additional information.

Sincerely,

Jim Schmidt
Senior Vice President
Sales & Marketing

Recorded Books Transparent Language for Libraries Platform License Agreement

Each Library Account and End User acknowledges and agrees to the terms described herein and in the applicable Signing Savvy Subscription Form and agrees to comply with the terms and conditions set forth in this License Agreement (the "License Agreement" or "Agreement").

License

Recorded Books, LLC ("Recorded Books"), Inc., grants to the institution identified in the applicable Contract Amendment Order (each a "Library Account") a nontransferable and non-exclusive license (the "License") to use (i) the Signing Savvy service including all of its content (the "Digital Content") made available through the various online sites, application platforms on behalf of Signing Savvy service to Recorded Books for resale to users through a single issue or subscription offering by Signing Savvy and (ii) the Signing Savvy made available by Recorded Books in accordance with the terms of this License Agreement and in the applicable Subscription Form entered into in connection with the Signing Savvy service. Library Accounts may not reproduce, distribute, display, modify, alter, publish, exploit, transfer or transmit, in any form, or by any means, any Digital Content or any portion of the Signing Savvy service, other than in accordance with this License Agreement, without the prior written consent of Recorded Books. All use by Library Account or any of the Library Account's current employees, representatives, faculty, students, staff, visiting scholars and patrons that the Library Account has reasonably authorized to directly or remotely access the Library Account's systems and content (each, an "End User") of any Digital Content selected by Library Account or otherwise accessed by Library Account or End Users, including but not limited to any authorized trial periods, any period for which a fee has been paid, and when updates and access to new Digital Content are provided, is subject to the terms and conditions set forth in this License. Library Account shall be responsible for ensuring that any End Users accessing applicable Recorded Books site(s) are notified of, and abide by, the terms of this License.

Ownership of Digital Content and Trademarks

Each Library Account and End User acknowledges that (i) Recorded Books has sole and exclusive ownership of all right, title and interest in and to the Digital Content owned by Recorded Books (the "Owned Content"), and (ii) Recorded Books is a licensee, lessee or otherwise has obtained the right to use the Digital Content for which Recorded Books is a licensee, lessee or otherwise has obtained the right to include such Licensed Content in the Digital Content (the "Licensed Content"). Each Library Account and End User further acknowledges and agrees that it has not acquired, and shall not acquire (whether by operation of law, by this License Agreement, by downloading any Digital Content, or otherwise), any right, title, interest or ownership in or to the Owned Content or the Licensed Content or any part thereof.

Each Library Account and End User additionally acknowledges that (a) the Signing Savvy trademark is owned by Recorded Books and that all trademarks, logos, and service marks displayed on any Signing Savvy website are owned by Recorded Books or the licensors of the Licensed Content (collectively, the "Trademarks"), (b) all Trademarks are the property of their respective owners and are used with permission, and (c) nothing in this License Agreement or contained on the Signing Savvy website may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any Trademark.

Disclaimer of Warranty, Limitation of Liability and Indemnity

RECORDED BOOKS DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. RECORDED BOOKS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR RECORDED BOOKS ANY OTHER LIABILITY IN CONNECTION WITH THE LICENSING OF THE DIGITAL CONTENT AND SIGNING SAVVY SERVICE AND THEIR USE BY ANY LIBRARY ACCOUNT AND END USER.

IN NO EVENT SHALL RECORDED BOOKS BE LIABLE TO LIBRARY ACCOUNT OR END USERS FOR ANY DAMAGES ARISING FROM OR RELATED TO FAILURE OR INTERRUPTION OF THE OCD

SERVICE, OR FOR INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF OPPORTUNITY, LOSS OF USE, OR OTHER LOSS ARISING OUT OF OR IN CONNECTION WITH THE LICENSE, TRANSFER, OR USE OF THE OCD SERVICE. IN NO EVENT SHALL RECORDED BOOKS' LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT RECEIVED BY RECORDED BOOKS FROM LIBRARY ACCOUNT UP TO OCCURRENCE OF THE ACTION GIVING RISE TO SUCH LIABILITY.

EACH LIBRARY ACCOUNT AGREES TO INDEMNIFY AND HOLD HARMLESS RECORDED BOOKS AND ITS OFFICERS, EMPLOYEES, AGENTS, BUSINESS PARTNERS, LICENSORS, AND LICENSEES FROM ANY DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ON ACCOUNT OF ANY CLAIM, SUIT, ACTION, DEMAND, OR PROCEEDING MADE OR BROUGHT AGAINST ANY SUCH PARTY, OR ON ACCOUNT OF THE INVESTIGATION, DEFENSE, OR SETTLEMENT THEREOF, ARISING IN CONNECTION THE USE OF THE OCD SERVICE BY THE END USER OF SUCH LIBRARY ACCOUNT.

Data Security

Each Library Account will implement and maintain reasonable measures to ensure that only authorized End Users have access to the Signing Savvy service and Digital Content. Each Library Account will take reasonable steps to prevent unwarranted intrusion into data managed or maintained by Recorded Books on behalf of such Library Account acquired in the course of the operation of the Signing Savvy service, including but not limited to reasonable steps to protect such Library Account's password files and access to the administrative website for management of the Signing Savvy service.

Technical Support Services

Recorded Books agrees to provide technical support services by email and phone to each Library Account, including but not limited to reasonable efforts to (a) assist such Library Account in providing Primary Support, (b) correct, fix, or circumvent errors, and (c) in the sole discretion of Recorded Books, provide updates, enhancements, and new versions of the Signing Savvy service ("Secondary Support"). Recorded Books shall provide such Secondary Support by email and phone during its normal business hours of Monday- Friday 7:30-6:30p Eastern Standard Time. Each Library Account and End User acknowledges that errors in the Signing Savvy service shall not be a breach of this License Agreement.

Confidentiality

Each Library Account agrees that, without the prior consent of Recorded Books, such Library Account will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of Recorded Books that such Library Account has obtained. Such confidential information shall include, but is not limited to, Signing Savvy service or Digital Content pricing, service terms, technical specifications and service level agreements. This obligation will survive indefinitely upon termination of this License Agreement.

Privacy Policy and Terms of Use

Recorded Books respects the privacy of visitors to its sites. The Signing Savvy privacy policy of Recorded Books governing its operation of the Signing Savvy service, as in effect from time to time and available at <http://library.transparent.com/skipjacklibrary/game/modern/login> is expressly incorporated herein by reference and made a part of this License Agreement.

The terms and conditions set forth by Recorded Books governing the use of and access to the Signing Savvy service and the Digital Content, as in effect from time to time and available <http://library.transparent.com/skipjacklibrary/game/modern/login> are expressly incorporated herein by reference and made a part of this License Agreement.

Term and Termination

The term for each Library Account's access to the Signing Savvy service shall be for a period of twelve (12) months, unless otherwise agreed by Recorded Books and such Library Account. Such Library Account obtains certain rights and access to use the Digital Content and Signing Savvy service for the term of its agreement with Recorded Books. The License granted to such Library Account shall be terminated at the end of such term, unless renewed or extended by the mutual agreement of Recorded Books and such Library Account, along with such Library Account's access to the Signing Savvy service and any and all Digital Content, and such Library Account and/or its End Users shall make no further use of all or any part of the Digital Content and the Signing Savvy service.

In the event of a breach of any of its obligations, including but not limited to non-payment or late payment for services, each Library Account shall have thirty (30) days from the receipt of written notice of such breach from Recorded Books to cure such breach. If the Library Account fails to remedy such breach within such 30-day period, Recorded Books may, at its option and in its sole discretion, terminate its agreement with such Library Account upon written notice to such Library Account and/or temporarily or permanently suspend such Library Account's access to the Signing Savvy service.

General Provisions

This License Agreement shall be governed and interpreted in accordance with the substantive laws of the State of New York without regard to conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this License Agreement. Any legal action brought concerning this License Agreement or any dispute hereunder, including but not limited to an action to enforce or challenge an arbitration award, shall be brought only in the courts of the State of New York in the City of New York, or in the federal courts located in such state (and county), and each of Recorded Books, the Library Accounts and the End Users irrevocably consents to the exclusive jurisdiction of those courts. To the extent permitted by law, each of Recorded Books, the Library Accounts and the End Users hereby waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this License Agreement. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Recorded Books as a party, Library Account agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise take any and all reasonable actions to achieve Recorded Books' objectives of this provision.

In the event that a court of competent jurisdiction determines that any portion of this License Agreement is unenforceable, void, invalid or inoperative, the remaining provisions of this License Agreement shall not be affected and shall continue in effect as though such invalid provisions were deleted.

Neither Recorded Books nor the licensors of the Licensed Content will be liable or deemed to be in default of this License Agreement for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facility shortages, failures of equipment, or failures of the Internet.

Recorded Books should be notified of any claims of copyright infringement regarding materials available or accessible on, through, or in connection with the Signing Savvy service or the associated websites.

This License Agreement constitutes the entire Agreement and understanding of the parties. This Agreement may be amended or modified by Recorded Books from time to time only upon notice to the Library Account and End Users on the Signing Savvy website.

This License Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors. In the event Recorded Books enters into an agreement to sell substantially all the assets of Recorded Books, this License Agreement shall be binding upon the purchaser.

Agreement covers time period from 2/1/15-1/31/16

Exhibit B



Transparent Language® Online

Recorded Books LLC • 270 Skipjack Road • Prince Frederick, MD 20678 • Toll Free 877-828-2833 •
Fax 208-474-4525 • byki@recordedbooks.com • www.recordedbooks.com

SUBSCRIPTION FORM

RB SALES REPRESENTATIVE: CLAYTON STRICKLAND		DATE: AUGUST 1, 2016
NEW <input type="checkbox"/> RENEWAL <input checked="" type="checkbox"/>		WEBSITE URL:
Customer Name: Fort Bend County Library		
Billing Address: Fort Bend County Library 1001 Golfview Dr. Richmond TX 77469		
City: Richmond	State: TX	ZIP Code: 77469
Phone: 281-633-4746	Fax:	# of Branches
CONTACT INFORMATION		
PRIMARY CONTACT NAME: TERESA THIIM		EMAIL: TTHIIM@FORTBEND.LIB.TX.US
MARC CONTACT NAME:		EMAIL:
REQUESTED START DATE 2/1/2017-1/31/2018		PURCHASE ORDER:
Transparent Language Online/Signing Savvy Subscription <input type="checkbox"/>		\$ 10,000.00
TERM ONE YEAR UNLESS OTHERWISE NOTED		TOTAL DUE:
Order cannot be processed without an <u>authorized signature</u> . By signing this form, the library agrees to put the TLOL URL on its website in a method whereby it can only be accessed by valid library cardholders. Completed forms may be emailed to bykionline@recordedbooks.com or faxed to 208-474-4525		
Name :	Title:	Date:
Signature:		

FOR RB OFFICE USE ONLY

Product # : _____ Sub Dates: _____ to _____



Recorded Books

September 22, 2016

Dear customer,

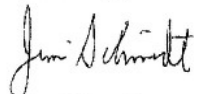
Thank you for your interest in Recorded Books and our Signing Savvy for Libraries Service. In July of 2011, Recorded Books signed an exclusive agreement with Signing Savvy to distribute Signing Savvy for Libraries continuing education service to public libraries in the United States, Canada, United Kingdom and Australia.

Signing Savvy is a sign language dictionary containing several thousand videos of American Sign Language (ASL) signs, finger-spelled words, and other common signs used within the United States and Canada.

Signing Savvy for Libraries is hosted exclusively on a secure Signing Savvy platform that allows libraries to authenticate and manage patron accounts, and creates numerous usage reports to gauge activity.

Recorded Books is the sole source supplier for this service to public libraries in these territories and they are only available from Recorded Books.

Sincerely,



Jim Schmidt

Senior Vice President of Sales and Marketing

Recorded Books Transparent Language for Libraries Platform License Agreement

Each Library Account and End User acknowledges and agrees to the terms described herein and in the applicable Signing Savvy Subscription Form and agrees to comply with the terms and conditions set forth in this License Agreement (the "License Agreement" or "Agreement").

License

Recorded Books, LLC ("Recorded Books"), Inc., grants to the institution identified in the applicable Contract Amendment Order (each a "Library Account") a nontransferable and non-exclusive license (the "License") to use (i) the Signing Savvy service including all of its content (the "Digital Content") made available through the various online sites, application platforms on behalf of Signing Savvy service to Recorded Books for resale to users through a single issue or subscription offering by Signing Savvy and (ii) the Signing Savvy made available by Recorded Books in accordance with the terms of this License Agreement and in the applicable Subscription Form entered into in connection with the Signing Savvy service. Library Accounts may not reproduce, distribute, display, modify, alter, publish, exploit, transfer or transmit, in any form, or by any means, any Digital Content or any portion of the Signing Savvy service, other than in accordance with this License Agreement, without the prior written consent of Recorded Books. All use by Library Account or any of the Library Account's current employees, representatives, faculty, students, staff, visiting scholars and patrons that the Library Account has reasonably authorized to directly or remotely access the Library Account's systems and content (each, an "End User") of any Digital Content selected by Library Account or otherwise accessed by Library Account or End Users, including but not limited to any authorized trial periods, any period for which a fee has been paid, and when updates and access to new Digital Content are provided, is subject to the terms and conditions set forth in this License. Library Account shall be responsible for ensuring that any End Users accessing applicable Recorded Books site(s) are notified of, and abide by, the terms of this License.

Ownership of Digital Content and Trademarks

Each Library Account and End User acknowledges that (i) Recorded Books has sole and exclusive ownership of all right, title and interest in and to the Digital Content owned by Recorded Books (the "Owned Content"), and (ii) Recorded Books is a licensee, lessee or otherwise has obtained the right to use the Digital Content for which Recorded Books is a licensee, lessee or otherwise has obtained the right to include such Licensed Content in the Digital Content (the "Licensed Content"). Each Library Account and End User further acknowledges and agrees that it has not acquired, and shall not acquire (whether by operation of law, by this License Agreement, by downloading any Digital Content, or otherwise), any right, title, interest or ownership in or to the Owned Content or the Licensed Content or any part thereof.

Each Library Account and End User additionally acknowledges that (a) the Signing Savvy trademark is owned by Recorded Books and that all trademarks, logos, and service marks displayed on any Signing Savvy website are owned by Recorded Books or the licensors of the Licensed Content (collectively, the "Trademarks"), (b) all Trademarks are the property of their respective owners and are used with permission, and (c) nothing in this License Agreement or contained on the Signing Savvy website may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any Trademark.

Disclaimer of Warranty, Limitation of Liability and Indemnity

RECORDED BOOKS DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. RECORDED BOOKS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR RECORDED BOOKS ANY OTHER LIABILITY IN CONNECTION WITH THE LICENSING OF THE DIGITAL CONTENT AND SIGNING SAVVY SERVICE AND THEIR USE BY ANY LIBRARY ACCOUNT AND END USER.

IN NO EVENT SHALL RECORDED BOOKS BE LIABLE TO LIBRARY ACCOUNT OR END USERS FOR ANY DAMAGES ARISING FROM OR RELATED TO FAILURE OR INTERRUPTION OF THE OCD

SERVICE, OR FOR INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF OPPORTUNITY, LOSS OF USE, OR OTHER LOSS ARISING OUT OF OR IN CONNECTION WITH THE LICENSE, TRANSFER, OR USE OF THE OCD SERVICE. IN NO EVENT SHALL RECORDED BOOKS' LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT RECEIVED BY RECORDED BOOKS FROM LIBRARY ACCOUNT UP TO OCCURRENCE OF THE ACTION GIVING RISE TO SUCH LIABILITY.

EACH LIBRARY ACCOUNT AGREES TO INDEMNIFY AND HOLD HARMLESS RECORDED BOOKS AND ITS OFFICERS, EMPLOYEES, AGENTS, BUSINESS PARTNERS, LICENSORS, AND LICENSEES FROM ANY DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ON ACCOUNT OF ANY CLAIM, SUIT, ACTION, DEMAND, OR PROCEEDING MADE OR BROUGHT AGAINST ANY SUCH PARTY, OR ON ACCOUNT OF THE INVESTIGATION, DEFENSE, OR SETTLEMENT THEREOF, ARISING IN CONNECTION THE USE OF THE OCD SERVICE BY THE END USER OF SUCH LIBRARY ACCOUNT.

Data Security

Each Library Account will implement and maintain reasonable measures to ensure that only authorized End Users have access to the Signing Savvy service and Digital Content. Each Library Account will take reasonable steps to prevent unwarranted intrusion into data managed or maintained by Recorded Books on behalf of such Library Account acquired in the course of the operation of the Signing Savvy service, including but not limited to reasonable steps to protect such Library Account's password files and access to the administrative website for management of the Signing Savvy service.

Technical Support Services

Recorded Books agrees to provide technical support services by email and phone to each Library Account, including but not limited to reasonable efforts to (a) assist such Library Account in providing Primary Support, (b) correct, fix, or circumvent errors, and (c) in the sole discretion of Recorded Books, provide updates, enhancements, and new versions of the Signing Savvy service ("Secondary Support"). Recorded Books shall provide such Secondary Support by email and phone during its normal business hours of Monday- Friday 7:30-6:30p Eastern Standard Time. Each Library Account and End User acknowledges that errors in the Signing Savvy service shall not be a breach of this License Agreement.

Confidentiality

Each Library Account agrees that, without the prior consent of Recorded Books, such Library Account will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of Recorded Books that such Library Account has obtained. Such confidential information shall include, but is not limited to, Signing Savvy service or Digital Content pricing, service terms, technical specifications and service level agreements. This obligation will survive indefinitely upon termination of this License Agreement.

Privacy Policy and Terms of Use

Recorded Books respects the privacy of visitors to its sites. The Signing Savvy privacy policy of Recorded Books governing its operation of the Signing Savvy service, as in effect from time to time and available at <http://library.transparent.com/skipjacklibrary/game/modern/login> is expressly incorporated herein by reference and made a part of this License Agreement.

The terms and conditions set forth by Recorded Books governing the use of and access to the Signing Savvy service and the Digital Content, as in effect from time to time and available <http://library.transparent.com/skipjacklibrary/game/modern/login> are expressly incorporated herein by reference and made a part of this License Agreement.

Term and Termination

The term for each Library Account's access to the Signing Savvy service shall be for a period of twelve (12) months, unless otherwise agreed by Recorded Books and such Library Account. Such Library Account obtains certain rights and access to use the Digital Content and Signing Savvy service for the term of its agreement with Recorded Books. The License granted to such Library Account shall be terminated at the end of such term, unless renewed or extended by the mutual agreement of Recorded Books and such Library Account, along with such Library Account's access to the Signing Savvy service and any and all Digital Content, and such Library Account and/or its End Users shall make no further use of all or any part of the Digital Content and the Signing Savvy service.

In the event of a breach of any of its obligations, including but not limited to non-payment or late payment for services, each Library Account shall have thirty (30) days from the receipt of written notice of such breach from Recorded Books to cure such breach. If the Library Account fails to remedy such breach within such 30-day period, Recorded Books may, at its option and in its sole discretion, terminate its agreement with such Library Account upon written notice to such Library Account and/or temporarily or permanently suspend such Library Account's access to the Signing Savvy service.

General Provisions

This License Agreement shall be governed and interpreted in accordance with the substantive laws of the State of New York without regard to conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this License Agreement. Any legal action brought concerning this License Agreement or any dispute hereunder, including but not limited to an action to enforce or challenge an arbitration award, shall be brought only in the courts of the State of New York in the City of New York, or in the federal courts located in such state (and county), and each of Recorded Books, the Library Accounts and the End Users irrevocably consents to the exclusive jurisdiction of those courts. To the extent permitted by law, each of Recorded Books, the Library Accounts and the End Users hereby waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this License Agreement. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Recorded Books as a party, Library Account agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise take any and all reasonable actions to achieve Recorded Books' objectives of this provision.

In the event that a court of competent jurisdiction determines that any portion of this License Agreement is unenforceable, void, invalid or inoperative, the remaining provisions of this License Agreement shall not be affected and shall continue in effect as though such invalid provisions were deleted.

Neither Recorded Books nor the licensors of the Licensed Content will be liable or deemed to be in default of this License Agreement for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facility shortages, failures of equipment, or failures of the Internet.

Recorded Books should be notified of any claims of copyright infringement regarding materials available or accessible on, through, or in connection with the Signing Savvy service or the associated websites.

This License Agreement constitutes the entire Agreement and understanding of the parties. This Agreement may be amended or modified by Recorded Books from time to time only upon notice to the Library Account and End Users on the Signing Savvy website.

This License Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors. In the event Recorded Books enters into an agreement to sell substantially all the assets of Recorded Books, this License Agreement shall be binding upon the purchaser.

Agreement covers time period from 2/1/17-1/31/18

LIBRARY ACCOUNT: _____

Date: _____

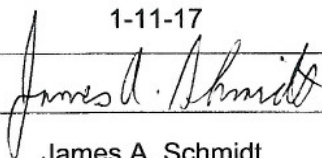
Signature: _____

Name: _____

Title: _____

RECORDED BOOKS, INC.

Date: _____ 1-11-17

Signature: _____ 

Name: _____ James A. Schmidt

Title: _____ SVP Library Sales

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Recorded Books Inc
Prince Frederick, MD United States

Certificate Number:
2017-153528

Date Filed:
01/12/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County Library

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

130797
Transparent Language Online

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Recorded Books Holdings Inc	Prince Frederick, MD United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Karen M. Penn
NOTARY PUBLIC
Calvert County, Maryland
My Commission Expires 3/27/2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said SUPLibrary Sales, this the 12th day of January, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath