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 Transparent Language 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 Transparent Language for Libraries service including all of its content (the "Digital Content") made available through the various online sites, application platforms on behalf of Transparent Language for Libraries service to Recorded Books for resale to users through a single issue or subscription offering by Transparent Language and (ii) the Transparent Language 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 Transparent Language for Libraries 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 Transparent Language for Libraries 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 Transparent Language trademark is owned by Recorded Books and that all trademarks, logos, and service marks displayed on any Transparent Language 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 Transparent Language 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 TRANSPARENT LANGUAGE FOR LIBRARIES 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 Transparent Language for Libraries 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 Transparent Language for Libraries 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 Transparent Language for Libraries 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 Transparent Language for Libraries 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 Transparent Language for Libraries 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, Transparent Language for Libraries 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 Transparent Language privacy policy of Recorded Books governing its operation of the Transparent Language for Libraries 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 Transparent Language for Libraries 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 Transparent Language for Libraries 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 Transparent Language for Libraries 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 Transparent Language for Libraries 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 Transparent Language for Libraries 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 Transparent Language for Libraries 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 Transparent Language for Libraries 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 Transparent Language 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 2/1/14-1/31/15

LIBRARY ACCOUNT: Fort Bend County
Date: Mex 6, 2014
Name: Robert E. Hebert
Title: County Judge
RECORDED BOOKS, INC. $A 4-30-14$
Signature: Junes W. Schmidt
Name: James A. Schmilt Title: SVP Sales + Marketing
Title: SVP Sales 4 1 har Me 1 mg

.