

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

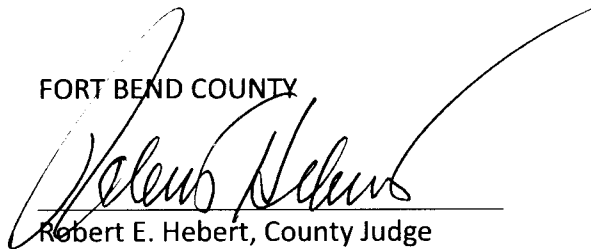
WHEREAS, the following changes are incorporated as if a part of the Agreement:

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

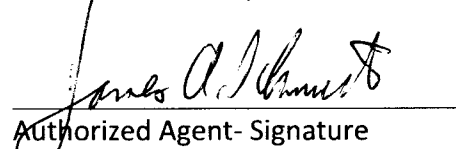
1-6-2015

Date

ATTEST:

  
~~Dianne Wilson~~, County Clerk  
LAURA RICHARD

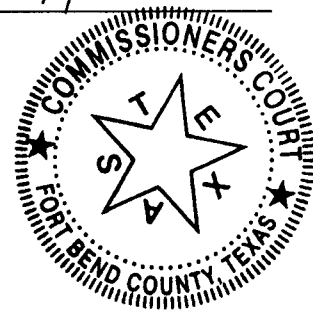
RECORDED BOOKS, LLC

  
Authorized Agent- Signature

James A. Schmidt  
Authorized Agent- Printed Name

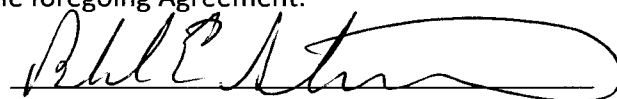
SVP Sales + Marketing  
Title

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

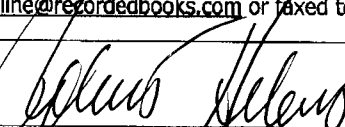
# EXHIBIT A

RX # 106152



# Transparent Language® Online

Recorded Books LLC • 270 Skipjack Road • Prince Frederick, MD 20678 • Toll Free 877-828-2833 •  
 Fax 208-474-4525 • [byki@recordedbooks.com](mailto:byki@recordedbooks.com) • [www.recordedbooks.com](http://www.recordedbooks.com)

<b>RB SALES REPRESENTATIVE:</b> CLAYTON STRICKLAND			<b>DATE:</b> SEPTEMBER 22, 2014		
<b>NEW</b> <input type="checkbox"/> <b>RENEWAL</b> <input checked="" type="checkbox"/>			<b>WEBSITE URL:</b>		
<b>Customer Name:</b> Fort Bend County Library					
<b>Billing Address:</b> Fort Bend County Library 1001 Golfview Dr. Richmond TX 77469					
<b>City:</b> Richmond		<b>State:</b> TX		<b>ZIP Code:</b> 77469	
<b>Phone:</b> 281-633-4746		<b>Fax:</b>		<b># of Branches</b>	
<b>CONTACT INFORMATION</b>					
<b>PRIMARY CONTACT NAME:</b> TERESA THIIM			<b>EMAIL:</b> TTHIIM@FORTBEND.LIB.TX.US		
<b>MARC CONTACT NAME:</b>			<b>EMAIL:</b>		
<b>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):</b>			<b>PURCHASE ORDER:</b>		
<b>Transparent Language Online Subscription</b> <input type="checkbox"/>				<b>\$ 10,000.00</b>	
<b>TERM ONE YEAR UNLESS OTHERWISE NOTED</b>				<b>TOTAL DUE:</b>	
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<b>Name:</b> Robert Herbert		<b>Title:</b> County Judge		<b>Date:</b> 1-6-2015	
<b>Signature:</b>					

<b>FOR RB OFFICE USE ONLY</b>		
<b>Product # :</b> _____	<b>Sub Dates:</b> _____	<b>to</b> _____



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.

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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").

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#### **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.

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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.

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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