

**SERIAL 05189 RFP ELECTRONIC DATA BASE PRODUCTS AND SERVICES
(MARICOPA COUNTY LIBRARY DISTRICT BRANCHES ONLY)
Auralog Inc. Contract**

DATE OF LAST REVISION: September 04, 2008

CONTRACT END DATE: May 31, 2016

CONTRACT PERIOD THROUGH MAY 31, 2016

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC DATA BASE PRODUCTS AND SERVICES
(MARICOPA COUNTY LIBRARY DISTRICT BRANCHES ONLY)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 17, 2006 (Eff. 07/01/07)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DL/mm
Attach

Copy to: Materials Management
Cindy Kolaczynski, Library District



CONTRACT PURSUANT TO RFP

This Contract is entered into this 4th day of September, 2008 by and between Maricopa County Library District ("District"), a political subdivision of the State of Arizona, and Auralog, Inc. ("Contractor") for the purchase of Electronic Data Base Products and Services.

1.0 TERM:

- 1.1 The term of this Contract shall remain in full force and effect through the 31st day of May, 2016, so long as Contractor continues to offer the products with substantially the same format and content.
- 1.2 The District may, at its option and with the agreement of the Contractor, extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT:

- 2.1 As consideration for performance of the duties described herein, District shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made after the District's receipt of a properly completed invoice. Invoices shall follow the billing instructions contained in the account set-up. The District will establish the account set-up in concert with the Contractor.

3.0 DUTIES:

The Contractor shall perform all duties stated in Exhibit "B."

4.0 TERMS & CONDITIONS:

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District, its agents, representatives, officers, directors, officials, and employees from and against all third-party claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless District, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of District.

4.2 WARRANTY AND INDEMNIFICATION – COPYRIGHT:

Contractor warrants and represents that it has the full right, power and authority to enter into this Contract and to grant the rights granted herein; that it has not previously exclusively licensed the interactive multimedia rights to the Material to any third party; and that District's inclusion and use of the Material as permitted in the Contract and Contractor's Licensing/Use Agreement (as negotiated) will not violate any rights of any kind or nature whatsoever of any third party. Contractor shall indemnify and hold harmless District, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fee), arising out of or in any way connected with any breach of any representation or warranty made by Contractor herein.

4.3 WARRANTY AND INDEMNIFICATION – USE OF INTERNET:

Contractor shall indemnify and hold District harmless from and against any third-party claims, liabilities, damages and expenses, including, without limitation, reasonable attorney's fees relating to or arising out of Contractor's breach of any of its material obligations under this Contract. Contractor shall not be liable for any third party claims based upon or arising from District's negligent operation of the System or for any indirect, incidental or consequential damages arising from the use of or inability to use the System attributable to District's negligence, provided that Contractor is not also negligent.

4.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of District to pay via purchase order or through use of a MasterCard Procurement Card as best meets the needs of the Library District.

4.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For District:

Maricopa County
Materials Management Department
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003

For Contractor:

Auralog, Inc.
Attn: Michelle Woodlee
3710 East University Drive, Suite 1
Phoenix, Arizona 85034
Telephone: 888.388.3535, Ext. 641
Facsimile: 602.470.0311
Email: michelle.woodlee@auralog.com

4.6 REQUIREMENTS CONTRACT:

4.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when District identifies a need and issues a purchase order or a written notice to proceed.

4.6.2 District reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the District agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The District will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

4.6.3 Contractor agrees to accept oral cancellation of purchase orders. Contractor shall reserve the right to confirm any such cancellation with written acknowledgement back to District.

4.7 PRICE ADJUSTMENTS:

Requests for reasonable price adjustments, if any, must be submitted sixty (60) days prior to the Contract anniversary date, beginning after Year Two of the Contract. Requests for adjustment in cost of service-related labor, copyright, licensing and/or materials must be supported by appropriate documentation. If District agrees to the adjusted price terms, District shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

4.8 TERMINATION FOR CONVENIENCE:

The District reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the District without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.9 TERMINATION FOR DEFAULT:

4.9.1 In addition to the rights reserved in the Contract, the District may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

4.9.2 Upon termination, the Contractor shall refund, to District, any fees paid Contractor up to the point of termination.

4.9.3 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the District may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the District may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District from any other party to the contract arising as the result of the Contract.

4.11 OFFSET FOR DAMAGES:

In addition to all other remedies at law or equity, the District may offset from any money due to the Contractor any amounts Contractor owes to the District for damages resulting from breach or deficiencies in performance under this contract.

4.12 ADDITIONS/DELETIONS OF SERVICE:

The District reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the District.

4.13 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the District, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Contract Serial Number and identify the job project.

4.14 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The District, Federal or State auditors and any other persons duly authorized by the Department shall upon reasonable written notice, have full access to, and the right to examine, copy and make use of, any and all said materials.

4.16 AUDIT DISALLOWANCES:

If at any time, District determines that a cost for which payment has been made is a disallowed cost, such as overpayment, District shall notify the Contractor in writing of the disallowance. District shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.17 ALTERNATIVE DISPUTE RESOLUTION:

4.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.17.1.1 Render a decision;

4.17.1.2 Notify the parties that the exhibits are available for retrieval; and

4.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.17.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.17.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.18 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.19 RIGHTS IN DATA:

The District shall have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder. Upon expiration or termination of this Contract, District will not retain any rights to the database(s) included in this Contract.

4.20 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.21 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

4.22 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, the terms of this Contract shall prevail.

4.23 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract.

4.23.1 Exhibit A, Pricing.

4.23.2 Exhibit B, Scope of Work

4.23.3 Exhibit C, *TELL ME MORE* e-Learning Solutions Licensing/Use Agreement.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

DIRECTOR, MATERIALS MANAGEMENT

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE

**EXHIBIT A
PRICING**

SERIAL 05189-RFP

PRICING SHEET: NIGP CODE 95635

CONTRACTOR'S NAME:

AURALOG, INC.

COUNTY VENDOR NUMBER :

W000008501

ADDRESS:

3710 EAST UNIVERSITY DRIVE,
SUITE 1

PHOENIX, ARIZONA 85034

P.O. ADDRESS:

N/A

TELEPHONE NUMBER:

888.388.3535, EXT. 641

FACSIMILE NUMBER:

602.470.0311

WEB SITE:

www.tellmemore.com

CONTACT (REPRESENTATIVE):

MICHELLE WOODLEE

REPRESENTATIVE'S E-MAIL ADDRESS:

michelle.woodlee@auralog.com

THERE WILL NOT BE ANY M/WBE PARTICIPATION.

CONTRACTOR WILL ACCEPT PROCUREMENT CARD, BUT NO REBATE FOR USE.

CONTRACTOR HAS INTERNET CAPABILITY.

OTHER GOVERNMENT ENTITIES DO NOT HAVE ACCESS TO THIS CONTRACT.

CONTRACTOR'S PROMPT PAYMENT TERMS ARE NET 30 DAYS.

1.0 MARICOPA COUNTY ONLY

<u>ITEM DESCRIPTION</u>	<u>PRICES BASED ON POPULATION</u>		<u>% OFF LIST</u>
	<u>List Price</u>	<u>Cost</u>	
1.1 Tell Me More	\$132,092.00	\$128,129.00	3%

2.0 STATEWIDE (INCLUDING MARICOPA COUNTYT)

<u>ITEM DESCRIPTION</u>	<u>PRICES BASED ON POPULATION</u>		<u>% OFF LIST</u>
	<u>List Price</u>	<u>Cost</u>	
2.1 Tell Me More	\$295,327.00	\$280,560.00	5%

3.0 MARICOPA COUNTY LIBRARY DISTRICT BRANCHES ONLY

<u>ITEM DESCRIPTION</u>	<u>PRICES BASED ON POPULATION</u>		<u>% OFF LIST</u>
	<u>List Price</u>	<u>Cost</u>	
3.1 Tell Me More	\$16,500.00	\$16,005.00	3%

EXHIBIT B
SCOPE OF WORK

1.0 INTENT:

- 1.1 This Contract is for electronic products and services. Products and services provided under this Contract are intended for use by Maricopa County Library District (District) Library Branches. Contractor's products and services shall allow for unlimited, simultaneous access by users of District Library Branches:
- 1.2 New contractors may be added to this Contract for these services during the term of the Contract as appropriate in order to meet the continuing needs of the District.

2.0 SCOPE OF SERVICES:

- 2.1 Contractor shall provide access to electronic solutions via the internet. Access shall be unlimited usage and unlimited viewing, printing and downloading of citations and articles from inside the libraries and, if applicable, via remote customer access. Additional Core Subject Areas may be added to this Contract as funding becomes available.

2.2 TAX:

- 2.2.1 The District is exempt from any out-of-state tax on the purchase of books, electronic information and audio/visual materials. Tax Exempt numbers are not issued by the County. A copy of the Arizona Law providing this exemption will be provided at the time of account set-up if requested by Contractor.
- 2.2.2 An in-state contractor may only charge the city sales tax for the city within which the Contractor is located. The exception to this is where the Arizona city has also exempted these taxes.
- 2.2.3 No tax on labor services:

2.3 SERVICE DELIVERY:

It shall be the Contractor's responsibility to ensure service is satisfactory, continuous and uninterrupted at all times during the Contract term. Failure to meet this requirement may result in the Contract being terminated in accordance with Contract Terms and Conditions.

**EXHIBIT C
LICENSE & AGREEMENT**



Respondent's Licensing / Use Agreement(s)

License:

The installation and use of the TELL ME MORE® e-Learning Solutions program by *CLIENT* indicates the acceptance of the terms and conditions of this license agreement.

Grant of license: For the TELL ME MORE® e-Learning Solutions program purchased licenses, *AURALOG S.A.* hereby grants *CLIENT* the right to use the student software present in TELL ME MORE® e-Learning Solutions.

This right is granted for a period of one year per user and applies to the languages and levels for which a license has been purchased. It is understood that the property of the programs and multimedia data (audios, texts, videos, images, graphics, etc.) remains with *AURALOG S.A.* and its suppliers.

The number of authorized users corresponds to the maximum number of learning programs that can be administered using TELL ME MORE® e-Learning Solutions. A learning program corresponds to one language program for one patron for a maximum duration of one year for a given language. The patron can thus change levels within the same language. Using the software to learn a different language by the same patron, constitutes, unless otherwise stipulated by *AURALOG S.A.*, a separate learning program.

Patrons can access the lessons from the Internet. You may not copy, modify, adapt, decompile, disassemble or create derivatives from TELL ME MORE® e-Learning Solutions software.

Intellectual property rights: *AURALOG S.A.* and its suppliers retain ownership of all intellectual property rights related to software and documentation. This includes but is not limited to the software, the speech recognition components contained therein, the data, the audio recordings, the texts, the images, the graphics and videos, as well as all documentation related to the software, which are protected by intellectual property rights and copyright laws (including patents and trademarks) and the international provisions in force related to intellectual property.

The pedagogical contents of the patron software can be printed out with or without the solutions, for use as a complement to the patron's work. Any other partial or total representation or reproduction of these contents carried out without *AURALOG S.A.*'s agreement is illicit and constitutes counterfeit and shall be treated as such.

Warranty: In the event that the installation of the program is carried out by *AURALOG S.A.*, *AURALOG S.A.* guarantees the proper functioning.

If *CLIENT* proceeds to install the software himself, he unconditionally accepts full responsibility for the installation and use of the programs. Second Level technical assistance will be provided granted that *CLIENT* will have undergone the technical training required and that the software is used under normal conditions.

It is understood that speech recognition is a statistical process, and that recognition errors inherent to this process may occur.

CLIENT is responsible for making the choice of programs in order to fulfil a particular purpose. Any program or material provided in accordance with this license



agreement is provided on an "as is" basis. AURALOG S.A. disclaims all warranties, whether explicit or implicit, written or oral, with respect to the programs, data and any documentation, including warranties for the commercialization of any related product or of usage for a particular purpose.

AURALOG S.A.'s liability for damages, whichever the cause, and regardless of the form of a claim or action, shall not exceed the total license fee paid by CLIENT

AURALOG

Phone: 602-470-0300 Fax: 602-470-0311 - www.auralog.com
3710 E. University Dr, Suite1 - Phoenix, AZ 85034 - USA

TERMS AND CONDITIONS

Article 1: Object

These Terms and Conditions apply by law to all orders placed by:

[Insert Client Name and Address]

(henceforth referred to as "the Client"), which benefit the persons designated by the Client (henceforth referred to as "the Patrons"), for TELL ME MORE® Online language training services.

All orders on the part of the Client imply the Client's express and unreserved acceptance of these Terms and Conditions, which the Client has read and understood before ordering the product.

Article 2: Orders

To be taken into account, all orders should be placed using the order form supplied by AURALOG, and then sent by mail or fax, or delivered in person to a representative of AURALOG.

Article 3: Services Supplied by AURALOG

AURALOG will supply one (1) year of online remote access to TELL ME MORE® for language instruction of: American English, Dutch, French, German, Italian, and Spanish (both European and Latin American) as identified The Library Order Form, attached.

AURALOG will be responsible for the second-level technical support: AURALOG's technicians will be responsible for testing the configuration of the Client's workstations and will answer the Library's technical questions directly, in English or French, by phone, mail, fax, or email, during Technical Support's business hours.

Article 4: Access

Access to the TELL ME MORE® Online services will be provided as follows:

On Site: Patrons who are physically present at the Client's site(s) are allowed access from designated terminals.

Remote: Patrons who are not physically present at the Client's site(s) must access the service only through user authentication programs supplied by the Client.



Article 5: Prices, Payment Schedules, Payment

Prices of products and services are listed excluding taxes. AURALOG reserves the right to change rates without notice; the applicable rates are those which are in use on the day of the order.

Unless otherwise agreed to by AURALOG, payment is to be made upon receipt of the invoice from AURALOG.

All payments must be made by transfer, credit card, or check, payable to the order of AURALOG. All unpaid invoices at the due date will be subject to interest, at an annual rate of 1.0 percent per month, without prejudice to the cancellation of sale and/or all damages. The interest will become, if need be, the object of an invoice addressed to the Client. The Client will then be obliged, in these terms, to repay it immediately.

Failing the settlement of payment by the indicated due date, AURALOG reserves the right to revoke the sale, eight (8) days after a formal notice has gone unanswered, without prejudice to any damages susceptible to request by AURALOG.

The dispute of all or part of a credit or invoice must take place no later than fifteen (15) days following the issue of said document. The dispute of part of an invoice can under no circumstances defer the payment of the uncontested amount. Failing a dispute in the aforementioned time period, the credit or invoice will be considered to have been accepted by the Client.

All payment that is made to AURALOG is deducted from the sums due without regard to any specific invoice, beginning with the sums for which the due date is the oldest.

The Client must pay all import duties, debits, or taxes as well as any tax corresponding to sales, use, value-added tax, or any other tax (excluding taxes on AURALOG's revenue), based on or relating to any sum due to AURALOG in accordance with these terms. If the Client is legally required to deduct or withhold tax on the sum due to AURALOG, then the specified sum should be augmented in such a way that after the deduction or withholding of tax, AURALOG receives the amount it would have received had there been no deduction or withholding of tax.

AURALOG reserves the right to cancel any order placed by a Client with whom there exists a dispute regarding the payment of a previous order.

Article 6: Obligations of the Client

The Client agrees to adhere to the stipulations set forth in these Terms and Conditions.

Article 7: Liability

After familiarizing him- or herself with the potentialities, finality, functionalities, and operative mode of the TELL ME MORE® Online services proposed by AURALOG, the Client will have assessed the adequacy of the service or services that he or she has chosen with his or her own needs and under no circumstances will AURALOG incur



liability for loss of data or for costs covering the acquisition of products or replacement services.

Without prejudice for the preceding, the liability of AURALOG cannot exceed the sum it has received up to the date that the liability was generated.

Article 8: Personal Data

AURALOG agrees that any personal data collected is confidential and to be used strictly for the business of the Client. AURALOG may only contact Patrons with regard to their progress or to assist with the service the Patron is using.

Article 9: Intellectual Property Rights

AURALOG and its suppliers remain the sole owners of all rights concerning the intellectual property of the software and documentation. This includes, but is not limited to, the program and the speech recognition components, the data, the audio recordings, the texts, the images, the graphics, and the videos, as well as all documentation linked to the programs that are protected by intellectual property rights and copyright laws (including patent and trademark rights) and current international legal measures with respect to protection of intellectual property.

The CD-ROMs (or possibly DVD-ROMs) supplied if relevant are intended to be installed and used on only one computer at a time. It is forbidden to copy, modify, adapt, decompile, disassemble, or create by-products using TELL ME MORE® programs or CD-ROMs.

Article 10: Maintenance

AURALOG will use the necessary means to save any data it has gathered while carrying out its obligations. The parties agree that this obligation is a due diligence according to case law.

In addition, AURALOG agrees to use the necessary means to create optimal conditions for the functioning of the TELL ME MORE® program and the related services. AURALOG shall not be held liable for the consequences of events external to TELL ME MORE®, such as electrical failure, temporary email system failures, etc.

For maintenance reasons, AURALOG may momentarily disrupt access to the TELL ME MORE® program and its related services. AURALOG will endeavor to give the Client reasonable notice and will do its best to prevent causing the Client any inconvenience.

Article 11: Viruses

Each party shall take all actions necessary in order to obtain appropriate protection against viruses which could potentially infect other computers.

Article 12: Authorization

Each party will ask for the preliminary written authorization of the other party before mentioning the other's name. Notwithstanding the preceding, each party can cite the other on a list of sales references that can be distributed to prospective customers and clients.



Article 13: Force Majeure

Excepting the obligation to pay, neither party can be held liable for a delay or breach in the execution of its obligations when this delay or breach is the result of force majeure.

Article 14: Duration

These Terms and Conditions apply as long as the training of one or more Patrons has not yet ended.

AURALOG reserves the right to interrupt, temporarily or otherwise, the services it supplies in the case of a breach of these terms by the Client or one or more Patrons.

AURALOG also reserves the option to modify these Terms and Conditions. It will inform the Client who will be considered as having accepted the new version of these terms in the absence of notifying AURALOG of the contrary within ten (10) days beginning with the mailing date of the new version by AURALOG.

The Client agrees to notify Patrons of all relevant modifications to these Terms and Conditions.

Article 15: Severability

If any portion of any provision of this agreement is invalid or unenforceable, then that provision shall be given no effect and shall be deemed not to be included within the terms of this agreement, without invalidating any of the remaining terms of this agreement.

Article 16: Applicable Law & Dispute Resolutions

The present contract is subject to laws of the state of Arizona and all disputes relating to or arising from it, or from the parties' relationship, shall be settled exclusively by the state and federal courts sitting in the county of Maricopa. Each party consents to the jurisdiction of these courts for this purpose.

AURALOG, INC., 3710 E. UNIVERSITY DRIVE SUITE #1, PHOENIX, AZ 85034

PRICING SHEET: NIGP 9155102

Terms:	NET 30
Vendor Number:	W0000008501 X
Telephone Number:	602/470-0300
Fax Number:	602/470-0311
Contact Person:	Michelle Woodlee
E-mail Address:	michelle.woodlee@auralog.com
Company Web Site:	www.tellmemore.com
Contract Period:	To cover the period ending May 31, 2016.