

Terms and Conditions

AURALOG, Inc.

Phone: 602-470-0300 Fax: 602-470-0311 - www.auralog.com

3710 E. University Dr, Suite1 – Phoenix, AZ 85034 – USA

Article 1: Object

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

Institution Name:

Street Address

City, State, zip

(Hence forth 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® 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.

Acceptance

Please sign, and fax to: 602 - 470 - 0311

_____ date

_____ Signature of purchasing agent