



Building brains through early talk

LAUNCH FUNDS ACKNOWLEDGEMENT

LENA Foundation dba LENA ("LENA") is in receipt of a restricted grant from an anonymous donor to support the launch of new LENA Start Sites. This grant will be disbursed to cover some LENA- related costs to eligible sites based on LENA's assessment of need, availability of funds, the site's commitment to the LENA Start Program, and other criteria as defined by LENA.

El Dorado County Library ("Site") is eligible for a one-time \$23,455.00 grant and LENA will apply these restricted funds to offset some of the LENA Start Program Agreement costs associated with the first two years of implementation by meeting the following criteria:

1. Site must raise matching funds or in-kind donations equal to or greater than the \$23,455.00 from other public or private sources, designated for LENA Start.
2. Site executes a LENA Start Program Agreement no later than July 15, 2020
3. Site agrees to the following baseline expectations:
 - a. Site will launch one or more LENA Start parent groups no later than October 1, 2020.
 - b. Site will serve a minimum of 50 families in the first 12 months of LENA Start implementation and 125 families total in the first 24 months. Site will complete a Group Planning sheet and revise on a quarterly basis to demonstrate tracking towards this target.
 - c. Site will participate in regular communication and implementation check-ins with the LENA team. Nominal frequency of phone calls is weekly through launch (Session 1 of first group), biweekly through graduation of first group(s), and monthly thereafter. Actual schedule will be discussed and finalized during implementation training.
 - d. Organizational Leadership at Site will participate in quarterly Growth meetings and semi-annual Data Reviews.
 - e. Site agrees to all expectations set forth in the LENA Start Guidelines document

If at any point during the initial term of the LENA Start Program Agreement, the Site is not on track to reasonably meet the expectations above, Site will establish a corrective action plan and review it with LENA. Site's failure to execute the agreed-to corrective actions in a reasonably timely fashion will result in a request from LENA to return some or all of the grant funding. In addition, LENA may also consider suspension or termination of the LENA Start Program Agreement in accordance with its Section 11.

Site will forward payment of the balance due reflected in Exhibit A (initial order) of the LENA Start Program Agreement within 30 days of invoice.

Acknowledged and Authorized by:

Signature

Date

Printed Name

Title

El Dorado County Library
Organization



Building brains through early talk

VOQAL LAUNCH FUNDS ACKNOWLEDGEMENT

LENA Foundation dba LENA ("LENA") is in receipt of a restricted grant from VOQAL to support the purchase of technology and equipment for new LENA Grow Sites. This grant will be disbursed to eligible sites based on LENA’s assessment of need, availability of funds, the site’s commitment to the LENA Grow Program, and other criteria as defined by LENA.

El Dorado County Library ("Site") is eligible for a one-time \$2,179.00 grant and LENA will apply these restricted funds to offset costs associated with the purchase of LENA devices and vests for the implementation of the LENA Grow program. Site must agree to the following conditions to utilize this funding:

1. Site executes a LENA Grow Program Agreement by July 15, 2020
2. Site will initiate LENA Grow coaching no later than October 1, 2020.
3. Site will participate in regular communication and implementation check-ins with the LENA team.
4. Site agrees to meet all expectations set forth in the LENA Grow Guidelines document

If at any point during the initial term of the LENA Grow Program Agreement, the Site is not on track to reasonably meet the expectations above, Site will establish a corrective action plan and review it with LENA. Site’s failure to execute the agreed-to corrective actions in a reasonably timely fashion will result in a request from LENA to return some or all of the grant funding and/or equipment. In addition, LENA may also consider suspension or termination of the Program Agreement.

Site will forward payment of the balance due reflected in Exhibit A (initial order) of the LENA Grow Program Agreement within 30 days of invoice.

Acknowledged and Authorized by:

Signature

Date

Printed Name

Title

El Dorado County Library
Organization

**LENA
PROGRAM AGREEMENT**

This **LENA PROGRAM AGREEMENT** (the "**Agreement**") is entered into as of the Effective Date set forth below, by and between LENA Foundation ("**LENA**"), and the party identified below ("**Client**").

Effective Date:	July 1 _____, 2020
Initial Term:	24 months _____
Client Information:	Organization Name: <u>El Dorado County Library</u> Address: <u>345 Fair Lane, Placerville, CA 95667</u> EIN: _____
Client Primary Contact:	Contact: <u>Christina Roseli</u> Phone: <u>530-621-5547</u> Fax: <u>530-303-8080</u> E-mail: <u>christina.roseli@edcgov.us</u>

LENA has developed the *LENA System™* for use in measuring and improving children's natural language environment, and it is an integral part of either a LENA-developed and Client-implemented program (specifically, *LENA Start®*, *LENA Home™*, or *LENA Grow™*) or a Client-designed study, intervention, initiative or program, (in either case, the "**Program**"). Client will offer one or more Programs to either families and children or organizations employing caregivers and teachers caring for children (in either case, "**Participants**"), and LENA is willing to provide Client with certain services and resources relating to the Program (as further defined below, "**Services**" and "**Resources**," respectively). The Program will be provided by Client in accordance with the terms of this Agreement and any then-current LENA-developed guidelines and documentation that may be applicable to the Program ("**Guidelines**").

The initial Services and Resources to be provided by LENA are set forth in the initial order attached to this Agreement as **Exhibit A**. Additional Services and Resources will be as set forth in additional written orders placed by Client and agreed to by LENA under this Agreement (the initial order and any additional order, each an "**Order**"). All Services and Resources provided by LENA to Client will be governed by the terms of this Agreement and the Orders applicable to those Services and Resources. All Orders will include a reference to this Program Agreement. Any pre-printed terms included on any Order or other purchase document will not have any force or effect on LENA and will not alter or amend the terms of this Agreement, unless such terms are expressly agreed upon by LENA in an amendment to this Agreement.

This Agreement consists of: (1) this cover page, (2) the attached Terms and Conditions, and (3) all Orders entered into under this Agreement (all of which are incorporated in and made a part of this Agreement). The provisions of the Terms and Conditions will control with respect to the rights and obligations of the parties under any Order in the event of a conflict between the Terms and Conditions and any Order. If there is a conflict between these Terms and Conditions and any other agreement between the parties, these Terms and Conditions will control.

This Agreement is the entire agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties. This Agreement may be executed in one or more counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any copy of this page delivered by fax machine or in PDF via e-mail will be binding to the same extent as an original copy of this page.

CLIENT HAS READ AND AGREES TO BE BOUND BY THIS AGREEMENT, INCLUDING ALL TERMS CONTAINED ON THE FOLLOWING PAGES HEREOF, AS OF THE EFFECTIVE DATE NOTED ABOVE.

FOR LENA: LENA Foundation Signed: _____ Name: <u>Stephen Hannon</u> Title: <u>President</u>	FOR CLIENT: <u>El Dorado County Library</u> Signed: _____ Name: <u>Carolyn Brooks</u> Title: <u>Director</u>
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Terms and Conditions

1. **TERM.** The term of this Agreement will begin on the Effective Date and will continue for the Initial Term set forth on the cover page to this Agreement. Following the Initial Term, the term of this Agreement will renew for additional successive 1 year renewal terms, unless either party provides the other party with notice of its intent not to renew this Agreement at least 60 days prior to the end of the Initial Term or any subsequent renewal term.
2. **CLIENT REPRESENTATIVE.** Client will appoint a principal representative who will be the primary contact with LENA. Client's representative will have all necessary authority to make commitments on behalf of Client under this Agreement and be available or have a backup.
3. **SERVICES AND RESOURCES.** Subject to the terms and conditions of this Agreement, LENA will use commercially reasonable efforts to provide Client with the Services and Resources included in each Order entered into under this Agreement. Services and Resources not included in Orders entered into under this Agreement are outside of the scope of this Agreement. Additional terms applicable to Services and Resources are included in **Exhibit B** and in Orders applicable to those Services and Resources.
4. **BRANDING.** During the term of this Agreement, and subject to compliance with the terms of this Agreement, Client is authorized to use the trademarks and service marks of LENA ("**LENA Marks**") solely in connection with offering and providing the Program under this Agreement. All use of the LENA Marks will be in accordance with this Agreement. LENA reserves all rights in and to the LENA Marks not expressly extended to Client in this Section. The LENA Marks and all goodwill therein, including any goodwill generated through any use of the LENA Marks by Client, will remain the sole and exclusive property of LENA.
5. **FEES AND PAYMENT.** Client will pay all fees (including any minimum fees) set forth on each such Order ("**Fees**") when due. Payment of all Fees will be subject to the terms of the Order containing those Fees. Each party will bear all expenses incurred by that party under this Agreement and any taxes or other governmental charges imposed on that party in connection with this Agreement. LENA reserves the right to adjust any Fees under this Agreement by providing notice to Client at least 90 days prior to the end of the then-current term of this Agreement, any adjustment to the Fees will be applicable upon the start of the subsequent renewal term of the Agreement.
6. **PUBLICITY AND PUBLIC ANNOUNCEMENTS.** Each party will provide the other party with a reasonable opportunity to review any publicity, press release, advertising, announcement, or public statement relating to this Agreement or, if the Program is *LENA Start*, *LENA Home*, or *LENA Grow*, the Program offered under this Agreement prior to public release. Except to the extent required by law, neither party will release any such public statement if the other party reasonably objects to the content of that statement. The parties will work together in good faith to make any reasonable changes to any such public statement prior to release necessary to address any objections of either party.
7. **WARRANTIES.**
 - 7.1 **General.** Each party represents, warrants, and covenants to the other party that: (a) it has full power and authority to enter into this Agreement; (b) this Agreement will not conflict with or result in a breach of any other agreement by which it is bound; (c) it will comply with all laws, rules, and regulations applicable to its performance under this Agreement; and (d) this Agreement is a legal and valid obligation binding upon it and enforceable in accordance with its terms.
 - 7.2 **Performance.** LENA will use reasonable efforts to provide all Services and Resources to Client under this Agreement. If LENA fails to provide any Service or Resource as required, LENA will, at its sole discretion and as Client's sole remedy, re-provide any Service or Resource or refund any Fees attributable to the failure.
 - 7.3 **Additional.** Client represents to LENA that Client will: (a) refrain from any unethical conduct or any other conduct that may damage or tarnish the reputation of LENA; (b) make no false or misleading representations or statements concerning LENA; and (c) not, without LENA's prior written approval, make any representation, warranty, or guarantee concerning LENA. Client agrees that the Program is not intended to provide medical advice, medical services, or other medical treatments. Client will not provide any medical advice, medical services, or other medical treatments through the use of the Services or Resources.
8. **DISCLAIMER.** THE WARRANTIES SET FORTH IN SECTION 7 ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY LENA UNDER THIS AGREEMENT AND LENA SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE PROGRAM, SERVICES, RESOURCES AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY. USE OF THE SERVICES OR SERVICES TO OFFER THE PROGRAM DOES NOT CREATE A PROFESSIONAL RELATIONSHIP BETWEEN CLIENT AND LENA (OR LENA AND ANY PARTICIPANT). THE PROGRAM AND THE SERVICES AND RESOURCES DO NOT PROVIDE MEDICAL OR OTHER PROFESSIONAL ADVICE AND ARE NOT INTENDED TO ENABLE CLIENT TO PROVIDE MEDICAL OR OTHER PROFESSIONAL ADVICE. THE PROGRAM AND THE SERVICES AND RESOURCES ARE NOT INTENDED TO BE A SUBSTITUTE FOR MEDICAL OR OTHER PROFESSIONAL ADVICE, DIAGNOSIS, TREATMENT, OR RECOMMENDATIONS.

9. INDEMNIFICATION. Except to the extent caused by the negligence of LENA, Client will indemnify, hold harmless and defend LENA (and its officers, directors, employees, contractors, and agents) from and against any damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) incurred in connection with or as a result of: (1) any breach by Client of the terms and conditions of this Agreement; (2) any claim or allegation made by any Participant with respect to the Program; (3) damage to property or injury to or death of any person directly or indirectly caused by Client; and (4) the gross negligence or willful misconduct of Client. LENA agrees to give Client prompt notice of any claim subject to this Section.

10. LIMITATION OF LIABILITY. LENA WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), INCLUDING, BY WAY OF EXAMPLE, LOST REVENUE, LOST PROFITS, BUSINESS INTERRUPTION, AND INJURY TO REPUTATION, EVEN IF LENA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF LENA RELATING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID TO LENA BY CLIENT UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO SUCH LIABILITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE.

11. TERMINATION AND SUSPENSION.

11.1 Termination for Breach. This Agreement may be terminated by either party if the other party materially breaches any provision of this Agreement and fails to cure the material breach within 30 days after receiving notice thereof from the non-breaching party.

11.2 Suspension. Without limiting LENA's right to terminate this Agreement, LENA may suspend Client's right to access to any Services or Resources upon any actual, threatened, or suspected breach of this Agreement or applicable law or upon any other conduct deemed by LENA to be detrimental or harmful to the Program or any Participant or third party.

11.3 Effect of Termination or Expiration. Termination or expiration of this Agreement will automatically terminate any Orders then pending under this Agreement. Termination or expiration of this Agreement will not relieve either party of any rights or obligations accruing prior to such termination or expiration. Upon any termination or expiration of this Agreement: (a) Client will wind-up the Program at the time of such termination or expiration; and (b) following winding-up of the Program, or immediately in the case of any termination by LENA under Section 11.1, (i) Client will cease using all Services and Resources, (ii) LENA may cease providing all Services and Resources, provided that LENA will permit Client a reasonable period of time not to exceed 10 business days to download all Client data from LENA Online; (iii) any Fees owed to LENA under this Agreement before such termination will be immediately due and payable; (iv) Client will promptly return to LENA or (at the request of LENA) destroy, all Resources not sold to Client and any other property and equipment of LENA in Client's possession or control, including all copies thereof; and (v) upon the request of LENA, Client will certify in writing to its compliance with this Section. Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 will survive any termination or expiration.

12. OWNERSHIP. All intellectual property rights throughout the world, including all copyrights, trademarks, trade secrets, patents and other intellectual and proprietary rights ("**Intellectual Property**") included in and relating to any Services or Resources and all modifications, enhancements, improvements or new versions are and will remain the sole property of LENA. By providing any Services or Resources to Client, LENA does not convey any license or other rights to any such Intellectual Property, including any right to copy, reproduce, make, modify, or otherwise use any Service or Resource, except as set forth in this Agreement. Client will immediately notify LENA of any infringement, misappropriation, or other violation or improper action with respect to the Services, Resources, or any such Intellectual Property of LENA that comes to the attention of Client.

13. DATA PRIVACY AND DATA SECURITY. Client acknowledges and agrees that Client will have access to certain data and information provided by the Participants taking part in the Program, including Participant Recordings ("**Participant Data**"). Client agrees to use Participant Data for purposes of providing the Program in accordance with the terms of this Agreement and subject to LENA's data privacy policy available at <https://www.lena.org/privacy-policy/> ("**Privacy Policy**"). LENA may collect, use, and share Participant Data and other information and content obtained in connection with the Program or the Services or Resources in accordance with the terms of the Privacy Policy. LENA will maintain commercially reasonable organizational, technical, and administrative measures to safeguard against unauthorized access, misuse, loss, disclosure, alteration, and destruction of Participant Data and other Client Data hosted by LENA through its Services and Resources.

14. FORCE MAJEURE. Neither party will be held responsible for failure or delay in the performance of any obligation under this Agreement if such failure or delay is due to acts of God or governmental authority, war, terrorism, strikes, boycotts, labor disputes, fire or other loss of facilities, accident or any other cause beyond its control. If the performance of any obligation under this Agreement by either party is prevented, restricted or interfered with by any such event, that party will use commercially reasonable efforts under the circumstances to give prompt notice to the other party and resume performance under this Agreement as soon as possible.

15. DISPUTE RESOLUTION. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Denver, Colorado, before either one or three arbitrator(s), with the final number of arbitrators agreed to by the parties. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

16. ADDITIONAL TERMS. This Agreement may not be modified except by the written agreement of the parties. The waiver by LENA of a breach of any provision of this Agreement by Client will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is held by any court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. The parties are independent contractors, and nothing in this Agreement will be construed as creating an employer-employee relationship, franchisee-franchisor relationship, partnership, or joint venture between the parties. Neither party is an agent of the other and neither party is authorized to make any representation, contract, or commitment on behalf of the other party. No term of this Agreement will be construed to confer any third-party beneficiary rights on any non-party. Client may not assign, delegate or transfer, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without LENA's prior written consent. Any such assignment, delegation or transfer in violation of this Section will be null and void. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address for each party first set forth above, and will be effective upon receipt or 3 business days after being deposited in the mail, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado U.S.A. without reference to its choice of law pursuant to the Dispute Resolution clause (Section 15). Each and every right and remedy hereunder is cumulative with each and every other right and remedy herein or in any other agreement between the parties or under applicable Law. The words "include," "includes" and "including" means "include," "includes," or "including," in each case, "without limitation."

[End of Terms and Conditions]



LENA Foundation
 5525 Central Ave
 Suite 100
 Boulder CO 80301
 United States

Building brains through early talk

Exhibit A

QUO00078

Quote For

Christina Roseli
 El Dorado County Library
 345 Fair Lane
 Placerville CA 95667
 United States

Quote Total

\$45,534.00

Date 4/29/2020	Terms Net 30	Expires 5/29/2020	LENA Contact Caitlyn Stafford	Shipping Method FedEx
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Quantity	Item	Rate	Amount
1	LENA Start One Time Setup Includes Program, Coordinator, and Admin training via webinar; planning and program roll out and support.	\$15000.00	\$15,000.00
50	LENA Start 1st Year Package First year's total class enrollment; 1 Participant Kit per family; LENA Online access, reporting and integrated texting; technical support.	\$169.00	\$8,450.00
75	LENA Start 2nd Year Package Second year's total class enrollment; 1 Participant Kit per family; Incremental additional clothing and devices; LENA Online access, reporting and integrated texting; technical support.	\$169.00	\$12,675.00
1	LENA Grow One Time Setup Includes webinar training, 3 Implementation Guides, and 3 Coach Kits.	\$2500.00	\$2,500.00
20	LENA Grow Refresher Room Fee	\$150.00	\$3,000.00
16	LENA Device	\$199.00	\$3,184.00
25	LENA Clothing Actual sizes and styles to be determined prior to shipping.	\$25.00	\$625.00

Authorized By:	Subtotal	\$45,434.00
Title:	Shipping	\$100.00
Date:	Tax Total	\$0.00
Payment Method: <input type="checkbox"/> Invoice <input type="checkbox"/> Credit Card <input type="checkbox"/> Purchase Order # _____	Total	\$45,534.00

By submitting this form to LENA and/or completing a payment option, the purchaser authorizes and accepts the terms and conditions at <http://LENA.org/terms> and the LENA Program Agreement if applicable.

Credit Card Payments: Enter the above quote number when processing your order at <http://shop.lena.org>.

Purchase Orders: All terms and conditions must accompany a purchase order. Orders will ship upon acceptance of the purchase order and credit approval of the purchaser.

ACH Payments:
 Routing: 102000076, Beneficiary Account (BNF/Field 4200): 1502516964
 Bank: Wells Fargo Bank, N.A., 420 Montgomery, San Francisco, CA 94104
 Beneficiary: LENA Foundation, 5525 Central Ave #100, Boulder, CO 80301



QUO00078



LENA Foundation
5525 Central Ave
Suite 100
Boulder CO 80301
United States

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Exhibit A

QUO00078

International Wire Transfers:
SWIFT/BIC code: WFBIUS6S
Bank: Wells Fargo Bank, N.A, 420 Montgomery, San Francisco, CA 94104
Beneficiary Account (BNF/Field 4200): 1502516964
Beneficiary: LENA Foundation, 5525 Central Ave # 100, Boulder, CO 80301
CHIPS Participant: 0407



QUO00078

EXHIBIT B
Services and Resources

1. SERVICES. If included on Orders entered into under this Agreement, the Services listed below will include the following:

1.1 Program Set-up. LENA will provide Client with services for the implementation of the LENA-related elements of the Program ("**Set-up**"). All Set-up services will be provided in accordance with this Agreement and any applicable Guidelines. Set-up will include configuration of LENA Online to support the Client's Program as set forth on Orders entered into under this Agreement. Client will then be responsible for providing Set-up services directly to Participants in the Program. LENA will be obligated to provide Set-up services only to Client and Client personnel. LENA will have no obligation to provide any Set-up services directly to Participants.

1.2 LENA Online. Subject to the terms of this Agreement and all applicable Guidelines, LENA will provide Client with access to the LENA online service ("**LENA Online**") as set forth on Orders entered into under this Agreement. All access to LENA Online will be solely by Participants participating in the Program offered by Client and by employees and contractors of Client and its Local Associates (defined in Section 3 below) for Client's own internal business purposes in connection with the Program. Use of LENA Online will be in accordance with the then-current LENA Online Terms of Use and any other terms and conditions provided by LENA in connection with LENA Online. LENA may from time to time update, modify, suspend or discontinue portions of LENA Online in its sole discretion. If there are any conflicts between this Agreement and the LENA Online Terms of Use, this Agreement will control.

1.3 Training. During the term of this Agreement, LENA will offer training to Client relating to the Program ("**Training**"). All Training will be offered and conducted in accordance with this Agreement and any applicable Guidelines. LENA will offer Training to Client personnel in the use of the Resources via a remote webinar or equivalent meeting held at a time and date mutually agreed to by the Client and LENA.

1.4 Support. LENA will provide Client with support for the Program ("**Support**"). All Support will be provided in accordance with this Agreement and will be via phone and e-mail during normal business hours. Support includes necessary software updates for the software described in Section 1.2 and 2.2. Support will be provided only to Client and Client staff and Client will remain responsible for providing all support required by Participants.

1.5 Additional Services. Upon Client's request and mutual agreement by Client and LENA to the terms of an Order, LENA will provide Client with additional services relating to the Program. Any additional services will be as specified in Orders entered into under this Agreement. All additional services will be offered and conducted in accordance with this Agreement. Unless otherwise specified in an applicable Order, all additional services will be charged to (and payable by) Client at LENA's then-current rates for such services.

2. Resources. If included on Orders entered into under this Agreement, the Resources listed below will include the following:

2.1 Equipment. LENA will sell Client equipment, including but not necessarily limited to LENA recorders ("**Recorders**"), for use by Client personnel in providing the Program and by Participants taking part in the Program ("**Equipment**") as set forth on Orders entered into under this Agreement. Unless otherwise set forth on Orders entered into under this Agreement, if the Program is the LENA Start Program, Recorders in quantities specified by applicable Guidelines are provided by LENA, rather than sold by LENA, to Client for Client's use solely by Participants in the LENA Start Program. All use of the equipment will be solely in accordance with the terms of this Agreement and any additional documentation, terms, and conditions accompanying the Equipment.

2.2 LENA Processing Software. Subject to the terms of this Agreement, LENA will permit Client to access and use the LENA Processing Software set forth on Orders entered into under this Agreement and as provided by LENA installed on Equipment and other Resources ("**Software**"). All Software is for use solely by employees [and contractors] of Client for Client's own internal business purposes in connection with providing the Program under this Agreement. All use of the LENA Processing Software and any other Software will also be solely in accordance with the terms of this Agreement. In addition, all use of LENA Processing Software and any other Software is also subject to agreement by Client to the applicable End User License Agreement provided by LENA in connection with the LENA Processing Software or accompanying any other Software. If there are any conflicts between this Agreement and any End User License Agreement, this Agreement shall control.

2.3 Participant Consent. Prior to permitting any Participant to participate in the Program or to access or use any Resources, Client will require that the Participant sign an appropriate consent form regarding participation by the Participant and their child in the Program (a "**Participant Consent**"). Client will retain copies of all such signed Participant Consents for a minimum of 12 months following the completion of the Program. LENA will provide Client with an example Participant Consent. Client will be responsible for preparing a form of Participant Consent for use by Client, provided that prior to use of any Participant Consent, Client will obtain LENA's approval of all terms of the Participant Consent relating to the Services and Resources, such approval not to be unreasonably withheld.

2.4 Participant Reports. LENA will perform certain analysis and provide Client with access to certain statistics and reports ("**Participant Reports**") through LENA Online relating to the audio recordings obtained from Participants through the use of the Recorders ("**Participant Recordings**") while participating in the Program. Client will generate and use the Participant Recordings and Participant Reports solely in accordance with the terms of this Agreement, including LENA's then-current Privacy Policy. In particular, Client will not modify or alter any Participant Report without the prior written consent of LENA.

2.5 Clothing. LENA will sell Client quantities of clothing for use in connection with Program ("**Clothing**") as set forth on Orders entered into under this Agreement. Unless specified in an applicable Order, all Clothing is sold to Client under the terms of this Agreement and such Orders.

2.6 Other Materials. LENA will sell Client Program guides and other content and material ("**Other Materials**") for use by: (a) Participants in the Program; and (b) Client personnel coordinating or implementing the Program, each as set forth on Orders entered into under this Agreement and / or associated Guidelines, as applicable. Client will not modify these Other Materials without the prior written consent of LENA. LENA will retain all intellectual property rights in the content and information contained in these Other Materials. All use of these Other Materials will be solely in accordance with the terms of this Agreement and any applicable and then-current Guidelines.

3. ADDITIONAL CONDITIONS. Except as provided in this Agreement, LENA will be obligated to provide the Services and Resources only to Client and any identified organizations implementing the Program on Client's behalf ("**Local Associates**"). Client will provide LENA with written notification identifying the list of such Local Associates within 30 days of the Effective Date and will update LENA of any changes to the list of Local Associates within 30 days of any subsequent change to the list of Local Associates. Services and Resources are for use solely by Client and its Local Associates for the purpose of assisting Client and its Local Associates in marketing and providing the Program to Participants as specified in this Agreement and each applicable Order. Client agrees to, and ensure that all Local Associates do: (1) not modify, adapt, alter, translate, or create derivative works from the Resources; (2) not distribute, sublicense, lease, rent, loan, or otherwise transfer or make available the Services or Resources to any third party; (3) not reverse engineer, decompile, disassemble, or otherwise attempt to derive the method of operation any Equipment or Software; and (4) not circumvent or attempt to circumvent any electronic protection measures associated with or restricting access to or use of any Equipment or Software. Except as expressly provided in this Agreement and each Order applicable to the Services or Resources, Client and its Local Associates are provided with no licenses or other rights relating to the Services and Resources and may not make any use of the Services or Resources without the written permission of LENA.