ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201
NOTICE OF AWARD OF CONTRACT

TO: Lynda.com
6410 Via Real
Carpinteria, California 93013

DATE ISSUED: February 25, 2015
CURRENT REFERENCE NO: 575-15

CONTRACT TITLE: Online Learning Database

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective immediately and expires on February 22, 2016. After the initial contract term, this contract may be renewed for two (2) additional twelve month periods, from February 23, 2016 through February 22, 2017 and February 23, 2017 through February 22, 2018.

The contract documents consist of the terms, conditions, and specifications of agreement 565-15 and the terms and conditions incorporated herein by reference.

ATTACHMENTS:
AGREEMENT NO. 575-15.

CONTRACT PRICING:
REFER TO ATTACHED AGREEMENT

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

CONTACT: Charles Wilcox
VENDOR PAYMENT TERMS: NET 30 DAYS
CONTACT EMAIL: cwilcox@lynda.com
COUNTY CONTACT: Christine Hansen

TELEPHONE NO.: 805-755-1441

TELEPHONE NO.: 703-228-5997

CONTRACT AUTHORIZATION

Guinevere Bruner, CPPB
PROCUREMENT OFFICER

DATE: 2/25/15
BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA  22201

AGREEMENT NO. 575-15

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the date of execution by the County ("Effective Date"), between lynda.com Inc., 6410 Via Real, Carpinteria, CA 93013 ("Contractor"), a Delaware Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
The contract documents consist of this Agreement and Exhibit A (Scope of Services, Pricing, and Contractor’s General Terms and Conditions (collectively "Contract Documents").

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other, and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement that is not contained in the Contract Documents. The Contract Documents may be referred to herein as the "Contract" or the "Agreement".

2. CONTRACT TERM
The Contractor’s provision of services ("Work") for the County will commence on February 23, 2015, and the Work shall be completed no later than February 22, 2016 ("Initial Contract Term"), subject to any written modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may, through issuance of a Notice of Award, authorize continued operations of the Contractor under then-current prices for not more than two (2) additional twelve (12) month periods from February 23, 2016 to February 22, 2017 and February 23, 2017 to February 22, 2018 (Each such period shall be referred to as a "Subsequent Contract Term").

3. CONTRACT PRICING
Unless otherwise provided in the Contract Documents, the Contractor shall provide the services set forth in the Contract Documents at the prices provided in Exhibit A.

4. PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting
the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

5. **PAYMENT TERMS**
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work that is reasonable and allocable to the Contract. Payments will be made by the County for services subject to applicable payment terms. The number of the County Purchase Order pursuant to which services were performed shall appear on all invoices. Invoices shall be submitted in duplicate.

6. [Reserved]

7. **NON-APPROPRIATION**
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. **COUNTY PURCHASE ORDER REQUIREMENT**
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and sole expense.

9. [Reserved]

10. [Reserved]

11. [Reserved]

12. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**
During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or
applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.

e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000.00, so that these provisions will apply to each subcontractor or vendor.

13. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

14. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

15. [Reserved]

3

575-15
16. **TERMINATION**

16.1 Termination for Cause. At any time, either Party may terminate this Agreement immediately upon written notice to the other Party (i) if the other Party breaches any of its material obligations under this Agreement, including County’s obligation to pay for Services, and such breach is not cured within thirty (30) days of receipt of written notice (which may include email notice) from the non-breaching Party; or (ii) if the other Party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business; (iii) in the event of a breach by the other Party of Section 13 of Exhibit A’s General Terms and Conditions; or (iv) in the event of a breach by County of Exhibit A’s General Terms and Conditions Sections 5.2, 5.3, 5.4 or 5.5 of Exhibit A.

16.2 Effect of Termination of Services. Upon termination or expiration of Services authorized in Exhibit A or any renewal thereof, County will immediately discontinue all access and use of the Services. Neither Party shall be liable for any damages resulting from a termination of this Agreement in accordance with this Section 16. In the event County terminates the Agreement for a material and uncured breach by Contractor, Contractor shall refund to County any prepaid, but unused, Subscription Fees calculated on a straight-line prorated basis for the remainder of the then current Term. County’s obligation to pay outstanding undisputed Subscription Fees shall survive any termination of this Agreement.

17. **RESERVED**

18. **INDEMNIFICATION**

18.1 Defense or Settlement of Claims. Subject to Sections 18.2 and 18.3 below, Contractor shall hold harmless, indemnify and defend County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the “County” for purposes of this section) from and against any Indemnifiable Claim (as that term is defined in Exhibit A’s General Terms and Conditions Section 1.4) brought against County, provided County promptly notifies Contractor in writing of an Indemnifiable Claim such that Contractor is not prejudiced by any delay of such notification. Contractor shall pay reasonable attorney’s fees, court costs, and damages finally awarded with respect to such Indemnifiable Claim and the reasonable costs associated with any settlement of any Indemnifiable Claim by Contractor. Contractor will have sole control over the defense and any settlement of any Indemnifiable Claim, and County will provide reasonable information in the defense of same, subject to the privileges and immunities accorded to County by law. Contractor will reimburse County for reasonable expenses incurred in providing such assistance. Contractor shall not enter into any settlement that imposes any obligation on County without County’s prior written consent. Subject to the privileges and immunities accorded to County by law, County may participate in the defense or settlement of an Indemnifiable Claim with counsel of its own choice and at its own expense; however, County shall not enter into any settlement of such Indemnifiable Claim without the express prior written consent or request of Contractor. If, after notice by County, Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including reasonable attorneys’ fees incurred and any settlements or payments made. Contractor

575-15
shall pay such expenses upon demand by County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

18.2 Cures. Following notice of an Indemnifiable Claim, and in the event an injunction is sought or obtained against use of the Services subscribed to hereunder or in the opinion of Contractor is likely to be sought or obtained, Contractor shall, at its option and expense, either (i) procure for County the right to continue to use the Services as contemplated herein; or (ii) replace or modify the Services to make the use non-infringing while being capable of performing the same function without degradation of performance. In the event the options set forth in subsections (i) and (ii) herein above are not reasonably available, Contractor may in its sole discretion, upon written notice to County, cancel access to the Services and refund to County any prepaid, but unused, Subscription Fee(s).

18.3 Limitation. Contractor assumes no liability, and shall have no liability, for any Indemnifiable Claim based on (i) County's access to and/or use of the Services after notice that County should cease use of such Services due to an Indemnifiable Claim; (ii) any unauthorized modification of the Services by County or at its direction; (iii) County's unauthorized combination of the Services with third party programs, data, hardware, or other materials; or (iv) any trademark or copyright infringement involving any marking or branding not applied by Contractor or involving any marking or branding applied at County's request.

18.4 EXCLUSIVE REMEDY. THE FOREGOING STATES THE EXCLUSIVE REMEDY WITH RESPECT TO ANY INDEMNIFIABLE CLAIM AS DEFINED IN EXHIBIT A.

19. [Reserved]

21. CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public information and/or materials provided by a Party under this Agreement to the other Party and reasonably understood to be confidential. Unless expressly authorized in writing by the other Party, neither Party shall disclose to any third party Confidential Information of the other Party, nor use such Confidential Information in any manner other than to perform its obligations under this Agreement. The foregoing restrictions do not apply to any information that (i) is publicly disclosed through no fault of the receiving Party; (ii) is already lawfully in the receiving Party’s possession and not subject to a confidentiality obligation to the disclosing Party; (iii) becomes known to the receiving Party from a third party having an apparent bona fide right to disclose the information; or (iv) is confidential information that the receiving Party is required to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, provided receiving Party supplies disclosing Party with timely notice of such court order or subpoena. Either Party may, at its sole discretion, elect at any time, by written notice to the other Party, to terminate that Party’s further use of Confidential Information for any purpose. Upon receipt of notice, such Party will promptly cease all further use of the Confidential Information, return to the other Party all physical materials containing Confidential Information, whether the materials were originally provided by the disclosing Party or copied or otherwise prepared by the receiving Party, and erase or otherwise destroy any Confidential Information kept by either Party in electronic or other non-physical form. The Parties
acknowledge that the receiving Party shall not be required to return to disclosing Party or destroy those copies of Confidential Information that reside on receiving Party's backup or disaster recovery systems or that must be maintained for regulatory or policy purposes. Such termination regarding Confidential Information by either Party will not affect each Party's continuing obligations under this Section 21. Furthermore, County will keep in confidence all passwords and/or other access information related to the Services, The Contractor, and its employees, agents, and subcontractors. hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical Information about a person, Information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

22. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

23. COUNTY EMPLOYEES
No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

24. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract to the extent such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract to the extent such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.
25. **AUTHORITY TO TRANSACT BUSINESS**

The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

26. **RELATION TO THE COUNTY**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

27. **Reserved.**

28. **AUDIT**

The Contractor agrees to retain all books, records and other documents related to this Contract for at least one (1) year after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of such records within one (1) year after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

29. **ASSIGNMENT**

The Contractor and County shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County except Contractor may assign this Agreement in its entirety without consent as part of a corporate reorganization, consolidation, merger, change of control or sale of all or substantially all of its assets.

33. **AMENDMENTS**

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

31. **ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

32. **DISPUTE RESOLUTION**

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or
time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope.

In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days.

Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

33. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

34. ARBITRATION
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

35. MONEXCLUSIVITY OF REMEDIES
Except as expressly stated herein, all remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

36. NO WAIVER
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

37. SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

38. NO WAIVER OF SOVEREIGN IMMUNITY
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this
provision to be read as broadly as possible.

39. **SURVIVAL OF TERMS**
In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; AUDIT; AND CONFIDENTIAL INFORMATION.

40. **HEADINGS**
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

41. **AMBIGUITIES**
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

42. **NOTICES**
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing or electronically and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**
Lynda.com
Attn: General Counsel
6110 Via Real
Carpinteria, CA 93013

**TO THE COUNTY:**
Christine Hansen, Project Officer
1015 N. Quincy Street
Arlington VA, 22201

**AND**
Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

43. **NON-DISCRIMINATION NOTICE**
Arlington County does not discriminate against faith-based organizations.

44. **ACCESSIBILITY OF WEB SITE**
If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or the County’s presence on other party’s websites, the Contractor shall perform such work in compliance with the
requirements set forth in the U.S. Department of Justice document entitled “Accessibility of State and Local Government Websites to People with Disabilities.” That document is located at: http://www.ada.gov/websites2.htm

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME AND RICHARD D. WARREY, JR.
TITLE: PURCHASING AGENT
DATE: 2/25/15

lynda.com, Inc.
TAXPAYER ID: 77-0532808

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: Laura Hansen, Legal Operations Specialist
DATE: February 23, 2015
### County Information:

<table>
<thead>
<tr>
<th>County Name:</th>
<th>Arlington Public Library</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Address:</td>
<td>1015 N. Quincy Street</td>
</tr>
<tr>
<td>Phone:</td>
<td>Arlington, VA 22201</td>
</tr>
</tbody>
</table>

### Primary Contact:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Rachel Wood</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Materials Division Chief</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:rjwood@arlingtonva.us">rjwood@arlingtonva.us</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>703-228-6339</td>
</tr>
</tbody>
</table>

### Billing Contact:

<table>
<thead>
<tr>
<th>Name of Billing Contact:</th>
<th>Rachel Wood</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Materials Division Chief</td>
</tr>
<tr>
<td>Address:</td>
<td>1015 N. Quincy Street, Arlington, VA 22201</td>
</tr>
<tr>
<td>Phone:</td>
<td>703-228-6339</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:rjwood@arlingtonva.us">rjwood@arlingtonva.us</a></td>
</tr>
<tr>
<td>Purchase Order #:</td>
<td>TBD</td>
</tr>
</tbody>
</table>

### Purchasing Contact:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Rachel Wood</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Materials Division Chief</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:rjwood@arlingtonva.us">rjwood@arlingtonva.us</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>703-228-6339</td>
</tr>
</tbody>
</table>

---

1. **Name of Master Administrator:** Sally Dewey

2. **Authorized Users:** Determined by Customer

3. **Online Training Library Description:**
   - Customer's Authorized Users have 24x7 access to lynda.com library of online video tutorials and training materials from Internet connected devices such as desktops, laptops and mobile devices using the Patron API (Innovative - Millennium/Stem)

4. **Product/Library:** English Language Library

5. **Maximum Number of Concurrent Users (The number of Authorized Users who may access the Service simultaneously):** 75

6. **Subscription Term Dates:**
   - Subscription Start Date: 01/06/2016
   - Subscription Expiration Date: 01/05/2016

7. **Subscription Fees & Payment Terms:**
   - **Fees:** $48,000.00
   - **Payment Terms:** Net 30 from Date of Invoice
   - X Annual Payments $16,000 per year $48,000 Total
   - Other (specify here) Net 30 terms on annual basis

8. **Implementation Fee:** Waived

9. **Is a Purchase Order Required for Invoicing:**
   - X Yes
   - No
   - If Yes, please include the Purchasing Contact information above.

10. **Designated Access:**
   - 1. Customer Integrated Library System (ILS) to designate access of Library Patrons
   - 2. Customer ILS supports Patron API (standard used to authenticate patrons into library resources) Patrons authenticate with library username and password.

11. **General Terms and Conditions:**
    - Contractor General Terms and Conditions

---

**575-15**
A. Purpose of this Exhibit A. Contractor provides online training solutions by way of the Contractor Site (defined below). County desires to enter into this Exhibit A with Contractor for the Services as further described herein upon the terms and conditions of this Exhibit A.

1. Definitions.

1.1 "Authorized User" means the County-designated individuals who may access and use the Services in accordance with the terms and conditions of this Exhibit A. Each Authorized User must have a unique identifier comprised of the County email address for such Authorized User. The Authorized User identifier may not be of a generic nature (e.g. john.doe@company.com is a unique identifier; whereas support@company.com, user1@university.edu, trainer@company.org, etc., are examples of generic user identifiers).

1.2 "County" means the contracting entity identified in the opening paragraph of the Main Agreement and its designated Authorized Users.

1.3 "Designated Access" means the authentication method as stated in this Exhibit A line item 10 above.

1.4 "Indemnifiable Claim" means any claim, suit or proceeding brought against County based on an allegation that the Site or the Services, or any part thereof, as used by County in accordance with this Exhibit A, infringes upon any patent, copyright, or trademark or violates any trade secret rights of any third party.

1.5 "Master Administrator" means the administrator designated by County, and specified in this Exhibit A, who has reporting access and Authorized User management tools as determined by the Designated Access.

1.6 "Main Agreement" is the Agreement executed between the Parties with agreement NO. 575-15.

1.7 "Online Training Library" or "OTL" means the subscription-based database of content that is available to County on the Site.

1.8 "Exhibit A" means this document(s) which contains County's specific subscription information pertaining to the Services ordered hereunder.

1.9 "Services" means the OTL offering specified in this Exhibit A as subscribed to by County.


1.11 "Subscription Fee" means the agreed upon subscription fee for the Services as stated in this Exhibit A.

2. Subscription Rights. Contractor hereby grants to County a limited-time, world-wide subscription and right to use the Services in accordance with this Exhibit A. County hereby acknowledges and agrees that it may only access the Services through the Designated Access identified herein. Only Authorized Users may use the Services. If County's subscription terminates, County's Authorized Users shall no longer have access to the Services. County has the sole discretion to determine its Authorized Users.

3. Fees and Payment, Taxes. County shall pay the Subscription Fees stated in this Exhibit A. All Subscription Fees are non-refundable other than as expressly provided in the Main Agreement. County shall be responsible for all applicable taxes (withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST) etc.) and/or duties imposed by any government entity or collecting agency based on the Services EXCEPT those taxes based on the net income of Contractor or to the extent that County is tax exempt. In the event County fails to satisfy its tax and/or duty obligations herein through payment to the appropriate tax entity or proving County's tax exempt status, County agrees to reimburse Contractor upon demand for any taxes and/or duties paid on behalf of County.


4.1 The Parties acknowledge and agree that no Proprietary Rights or any other work product will
be created or delivered to County by Contractor in the performance of the Services. Contractor shall retain all worldwide rights in the intellectual property in and on the Site, the "look and feel" of the Site, its color combinations, layout, and all other graphical elements, and the copyrights in and to its original content. The Site is copyrighted, trademarked, or otherwise protected, and owned or licensed by Contractor. Except as expressly stated in or on the Site, and/or this Exhibit A, nothing contained on or within the Site may be copied, reproduced, modified, distributed, transmitted, republished, displayed or performed without the prior written consent of Contractor. Nothing in this Exhibit A grants County or any Authorized User an express or implied right to use any Contractor intellectual property except as set forth in Section 2, above.

4.2 Contractor may, in its sole discretion, change, modify, upgrade or discontinue any aspect or feature of the Site in whole or in part, including, without limitation, the content. Such changes, upgrades, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes to the Site. Notwithstanding the foregoing, in the event Contractor modifies or discontinues any content or feature of the Site with the result of reduced functionality or degradation in the content or Site, Contractor shall provide comparable functionality and/or content.

4.3 Contractor reserves the right to oversee the use of the Site and reserves the right to revoke or deny access to the Services to County or to any of County's Authorized User(s) whom Contractor reasonably suspects is in violation of Sections 5.2 - 5.5, "County's and Authorized Users Obligations and Restrictions". Access to the Services beyond that of normal patterns of use or that suggests abuse of the Services may result in revocation or denial of access to the Services in the sole discretion of Contractor following notice to County.

5. County's and Authorized Users' Obligations and Restrictions.

5.1 County and its Authorized Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and Internet service necessary for use of the Site and Services.

5.2 Neither County nor its Authorized Users may copy, modify, reverse engineer, disassemble, redistribute, republish, alter, create derivative works from, assign, license, transfer or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on the Site. Notwithstanding the above, County may make a copy of the foregoing as may be reasonably necessary in the ordinary course of business operations for back-up, testing and archival purposes.

5.3 Neither County nor its Authorized Users shall intentionally access and/or engage in any use of the Services (i) in a manner that abuses, materially disrupts or otherwise interferes with the networks, security systems, subscriber access, OTL and/or website(s) of Contractor, and/or (ii) to communicate any message or material that is deemed harassing, threatening, indecent, obscene, slanderous, or otherwise unlawful.

5.4 Illegal Purposes. The Services and Site shall not be used or accessed by County or Authorized User for fraudulent or illegal purposes.

5.5 No Resale or Unauthorized Access. Neither County nor Authorized User shall market, offer to sell, sell and/or otherwise resell the Services to any third party or provide any commercial hosting service with access to the Site. Furthermore, Authorized Users shall not permit or provide unauthorized users access to the OTL using any County authentication code, user name, password, or any other authentication method.

6. Reserved.

7. Privacy and Data Protection.

7.1 Privacy. Contractor respects and pledges to protect County's privacy consistent with the Contractor Privacy Policy, set out at http://www.Contractor/aboutus/otl-privacy.aspx, as updated from time to time by Contractor.

7.2 Data Protection. County represents and warrants to Contractor that County shall provide to
Contractor only the minimum amount of personally identifiable information necessary to set up and make use of an account for each such Authorized User. County also represents and warrants to Contractor that it is entitled to transfer relevant personal data to Contractor so that Contractor can lawfully use, process and transfer the personal data on County's behalf in order for Contractor to perform the Services. County acknowledges that Contractor is reliant on County for direction as to the extent to which Contractor is entitled to use and process the personal data. Consequently, Contractor will not be liable for any claim brought by an Authorized User arising from any action or omission by Contractor, to the extent that such action or omission resulted from County's instructions. Contractor reserves the right to oversee County's compliance with Confidentiality and Data Protection obligations detailed herein when County is accessing the OTL, on an as needed basis. This right is limited to automatic monitoring of County's use of the OTL and Contractor does not have the right to access County premises or servers.

7.3 Usage History. County agrees that if an Authorized User has a pre-existing course history with Contractor, upon request by an Authorized User, said history may be transferred from a pre-existing individual user account to an account for that individual set up under this Exhibit A. Further, the Parties agree that at the termination of this Exhibit A, any individual Authorized User may choose to have their individual course history archived for their future use.

8. Warranties.

8.1 Warranty. Each Party hereby warrants to the other Party that it has all necessary authority to enter into and perform its obligations under this Exhibit A. Contractor WARRANTS THAT (i) ANY SERVICES PROVIDED HEREUNDER WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; (ii) THE SERVICES WILL BE PERFORMED SUBSTANTIALLY IN ACCORDANCE WITH ANY APPLICABLE Contractor DOCUMENTATION UNDER NORMAL USE AND CIRCUMSTANCES; and, (iii) THE FUNCTIONALITY AND/OR CONTENT OF THE SERVICES WILL NOT BE MATERIALLY DECREASED DURING THE TERM. COUNTY'S EXCLUSIVE REMEDY FOR ANY BREACH OF THESE WARRANTIES SHALL BE TO TERMINATE THE AGREEMENT TO WHICH THIS EXHIBIT A IS ATTACHED IN ACCORDANCE WITH THE TERMINATION PROVISIONS THEREIN STATED.

8.2 Contractor Disclaimer of Warranties. Contractor does not pre-screen links to third-party websites, materials on sites external to Contractor and the OTL, or third-party material posted on the Contractor Site ("External Material"). External Material may also include, but is not limited to, offline and online content in blogs, forums, social media sites/sharing features, print and instructor references found in the OTL to third-party links or references. Contractor does not assume any responsibility for any External Material, is not liable for any claims related to External Material and provides External Material solely for reference and supplemental purposes for the convenience of County and its Authorized Users. Contractor does not endorse or otherwise recommend any External Material, such third-party websites, references, or the products, services, or information therein offered. Contractor reserves the right to disable any hyperlink to the Site. Contractor MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, OF THE ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THE INFORMATION PROVIDED BY THIRD PARTIES IN EXTERNAL MATERIAL. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY INFORMATION FOUND ON A LINK LOCATED ON THIS SITE THAT Allows USERS TO ACCESS INFORMATION FOUND ON ANOTHER SITE. ADDITIONALLY, CONTRACTOR DOES NOT WARRANT THE EXISTENCE OR FUNCTIONALITY OF ANY WEBSITE WHICH CAN BE ACCESSED THROUGH A LINK LOCATED ON THIS SITE. EXCEPT THOSE EXPRESS WARRANTIES PROVIDED IN THIS EXHIBIT A, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NOTWITHSTANDING THE FOREGOING, CONTRACTOR DOES PROVIDE INDEMNIFICATION AS EXPRESSLY PROVIDED IN THE AGREEMENT TO WHICH THIS EXHIBIT A IS ATTACHED.

9. Reserved.

14
575-15
10. Limitation of Liability.

10.1 LIABILITY CAP. EXCEPT FOR (i) A PARTY’S INDEMNIFICATION OBLIGATION AS SPECIFIED HEREIN AND IN THE MAIN AGREEMENT TO WHICH THIS EXHIBIT A IS ATTACHED; OR (ii) A BREACH BY COUNTY OF SECTIONS 5.2 – 5.5 OF THIS EXHIBIT A, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY, THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS EXHIBIT A AND/OR THE TERMINATION THEREOF SHALL BE LIMITED TO THE SUM OF THE AMOUNTS PAID DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING SHALL NOT LIMIT COUNTY’S OBLIGATIONS TO PAY ANY FEES AND/OR OTHER SUMS DUE UNDER THIS EXHIBIT A.

10.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR DAMAGES, WHETHER DIRECT OR INDIRECT FOR: (i) LOSS OF DATA; (ii) LOSS OF INCOME; (iii) LOSS OF OPPORTUNITY; (iv) LOST PROFITS; AND (v) COSTS OF RECOVERY OR ANY OTHER INDIRECT DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), VIOLATION OF STATUTE, OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

11. Reserved

12. Reserved.

13. Compliance with Laws. Both Parties agree to comply with all applicable laws.

14. No Third-Party Beneficiaries. No person or entity not a Party to this Exhibit A will be deemed to be a third-party beneficiary of this Exhibit A or any provision hereof.

15. Order of Precedence. To the extent County or an Authorized User may be required by Lynda.com to agree to or accept additional terms and conditions by way of an electronic authentication process (i.e., accept a "click through" subscription agreement), notwithstanding anything that may be contained in such click through subscription agreement, neither County nor its Authorized Users shall be held to any terms or conditions that are more restrictive or burdensome than the terms and/or conditions contained in the Main Agreement or in this Exhibit A. In the event of any conflict between any such click through agreement and the terms of the Main Agreement or this Exhibit A, the terms of the Main Agreement and this Exhibit A shall prevail.