

TEXT N TONE INC.

**The Talking Page™ English Linguistics Teacher's Training ELD Program Kit
Multiple user License Agreement with SONO Audio System**

This License Agreement is between the TEXT N TONE INC. a Delaware Corporation, with registered offices located at 1738 Tradewinds Lane, Newport Beach, California, 92660, hereinafter called "TNT," and the TNT recipient whose

name _____,

address _____,

_____ , and signature are recorded at the end of this document, hereinafter called "Licensee."

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Content of Licensed Materials Listed in Appendix; Grant of License

I.1. The materials that are the subject of this Agreement shall consist of **The English Linguistics Teacher's Training ELD Program by Talking Page™ Kit** published by the TNT (hereinafter referred to as the "Licensed Materials"). These materials were created at substantial cost by TNT and intended for non-commercial scholarly use by schools, universities and scholars.

I.2 Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Printed Materials as well as the physical SONO Audio System on which the materials are recorded, and any trademarks and service marks relating thereto remain with TNT. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

I. 3. In consideration of the payment to TNT by Licensee of the License fee specified in this agreement, the TNT hereby grants to Licensee a non-exclusive, non-transferable, and revocable License to make permitted use of the Licensed Materials and to provide the Licensed Materials to Authorized Users subject to the provisions of this Agreement.

I. 4. License Fee for the Term, stated in Section XVII, for **The English Linguistics Teacher's Training ELD Program by Talking Page™ Kit** ("Licensed Materials") in the Appendix is \$1,760.00 including ("Authorized Users" faculty, researchers, and staff) and 25 students.

II. Delivery/Access of Licensed Materials to Licensee

Licensors will provide the Licensed Materials to the Licensee in the following manner:

II. 1. The Licensed Materials will be stored at one or more TNT locations and delivered from such locations to authorized locations of Licensee.

III. Upgrades

III. 1 During the terms of this License and the subscription paid for by Licensee, TNT may provide upgrades, either adding materials or making other enhancements at no additional cost to the Licensee.

IV. Authorized Use of Licensed Materials

IV. 1 "Authorized Users" are: Persons Affiliated with the Licensee; full and part-time employees (including faculty, researchers, and staff) and students of Licensee and the institution of which it is part; patrons not affiliated with Licensee who are physically present at Licensee's sites and have Licensee's permission to use its resources.

IV. 2. Licensee and Authorized Users will make use of the Licensed Materials as is consistent with the Fair Use Provision of United States and International copyright laws. Licensee may provide electronic links to the Licensed Materials from Licensee's web page (s). Licensee agrees to make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by TLG.

IV. 3. Licensee may not make back-up or archival copies of the Licensed Materials. Subject to the terms of this agreement, Licensee and its Authorized Users shall have unlimited online access to the Licensed Materials through the TLG owned and operated servers.

V. Limitations on Use

V. 1. The Licensee is entitled to non-exclusive use of the Licensed Materials covered by this license subject to the following limitations, and the rights of the Licensee are only those set forth, TNT reserves to themselves all other rights of every kind:

V. 2. Licensee and Authorized Users shall not be restricted from publishing the results of scholarly investigation and analysis of student achievement. In any publication arising from the use of materials provided under the terms of this agreement, the author(s) shall acknowledge the TEXT N TONE INC as the source of the material which assisted Licensee's investigations and shall indicate that such material is copyrighted by Martin Chekel, Esquire.

VI. Specific Restrictions on Use of Licensed Materials

VI. 1 Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

VI. 2. Licensee shall not modify, manipulate, or create a derivative work of the Licensed Materials without the prior written permission of TNT.

VI. 3. Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials, or bulk reproduction or distribution of the Licensed Materials in any form.

VI. 4. All prohibitions and restrictions upon the use of Licensed Materials enunciated in this agreement apply equally to reformatted versions of the Licensed Materials whose data format has been modified to permit analysis on other data processing systems, and such restrictions and prohibitions apply to the Licensed Materials regardless.

VII. Mutual Performance Obligations

VII. 1 Licensee shall cooperate on the preparation and provision of user surveys to solicit feedback on the Licensed Materials. Licensee and TNT agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials. Information relating to the identity of specific users and/or uses shall not be provided to any third party. Licensee and TNT shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement. The parties shall maintain the confidentiality of such data to the same degree of care as the receiving party uses with its own information of like kind except to the extent the data becomes public knowledge through no fault of the recipient party and except to the extent data is disclosed under the California Public Records Act or other applicable law.

VIII. Licensor Performance Obligations

VIII. 1 Upon receipt of the agreed upon fee and authentication information, TNT shall make the Licensed Materials available to the Licensee and Authorized Users within a reasonable period of time not to exceed 45 days. TNT will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials. However, in no case shall a reasonable level of support exceed one month. TNT will make its personnel available by e-mail, phone or fax during regular business hours for feedback, problem-solving, or general questions.

IX. Licensee Performance Obligations

IX. 1 Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement, including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

IX. 2. Licensee shall make reasonable efforts to provide Authorized Users with notice of any applicable Intellectual Property or other rights applicable to Licensed Materials. Licensee shall make reasonable efforts to prevent the infringement of any Intellectual Property or other rights of the TNT in the Licensed Materials. Licensee shall promptly notify TNT of any infringement that comes to Licensee's attention, and take appropriate steps to avoid its recurrence. Licensee shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Licensed Materials by an Authorized User, TNT may terminate such Authorized User's access to the Licensed Materials or terminate access of the addresses from which such use occurred providing a seven (7) day notice to Licensee.

X. Renewal

X. 1 This agreement shall be renewable automatically at the end of the term specified on this contract unless either party gives written notice of its intention not to renew thirty (30) days before expiration of the current term. The Licensee has the right to terminate its subscription at any time by notifying the TNT in writing. In the event of early termination of the agreement by the Licensee, access to the Licensed Materials shall be terminated and returned to TNT within seven (7) working days from the date of receipt of written notice. In the event that the TNT believes that the Licensee has breached any obligations under this Agreement, the TNT shall so notify the breaching party in writing. The Licensee shall have ten (10) days to notify the TNT in writing that cure has been effected. If the breach is not cured within 10 days, the TNT shall have the right at its option to terminate the agreement and pursue to recover or receive license payment of materials.

XI. Disclaimer of Warranties

XI. 1 TNT HAS USED ITS BEST EFFORTS TO PREPARE THE MATERIALS IN A STANDARD USABLE FORMAT. LICENSEE ACCEPTS THIS LICENSE WITH THE UNDERSTANDING THAT DUE TO THE LOW COST OF THE SUBSCRIPTION VERSUS THE INITIAL COST OF PREPARING THE MATERIALS. THERE IS NO WARRANTY OF ANY KIND EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH. THE TNT MATERIAL IS BEING LICENSED AND PROVIDED TO LICENSEE "AS IS". MORE SPECIFICALLY, TNT DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED,

ORAL OR WRITTEN), WITH RESPECT TO THE TNT MATERIAL OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY,

MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT TNT KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING.

XI. 2. TNT HAS MADE ALL REASONABLE EFFORTS TO OBTAIN CONSENT AND PERMISSION, WHEN PERTINENT, FROM COPYRIGHT HOLDERS OF PRINTED TEXTS AND THUS BELIEVES THAT USE OF THE TNT MATERIALS DOES NOT CONSTITUTE AN INFRINGEMENT UPON THE COPYRIGHT OF ANY THIRD PARTY. IN THE EVENT THAT A CLAIM SHOULD BE FILED FOR COPYRIGHT INFRINGEMENT AGAINST LICENSEE, LICENSEE SHALL NOTIFY TNT.

XII. Limitation Of Liability

XII. 1 TNT shall not be liable to licensee for any incidental, consequential, indirect, special, general, punitive, or any other damages resulting or arising directly or indirectly from or in connection with the license granted under this agreement. The forgoing applies regardless of whether the claim or damages result or arise under breach of contract, tort, or any other legal theory.

XIII. Indemnities

XIII. 1. Except to the extent prohibited by law, LICENSEE agrees to indemnify, defend, and hold harmless TNT, its successors, agents, officers, and employees, either in their individual capacities or by reason of their relationship to TNT, with respect to any expense, claim, liability, loss or damages including any incidental or consequential damage either direct or indirect, whether alleged, incurred, made or suffered by LICENSEE or any third party, in connection with, or in any way arising out of the use or disposition of the TNT MATERIAL by LICENSEE, but only in proportion to and to the extent such expense, claim, liability loss or damages are caused by or result from the negligent or intentional acts or omissions of LICENSEE, its officers, agents or employees.

XIV. Assignment and Transfer

The Licensee may not assign, directly or indirectly, all or part of its rights or obligations under this Agreement to another party.

XV. Governing Law

This agreement shall be interpreted and construed according to, and governed by, the laws of California, excluding any such laws that might direct the application of the laws of another jurisdiction.

This agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter thereof, whether oral or written. The TNT objects beforehand in any additional, inconsistent, or contradictory terms or conditions in documents supplied by the Licensee subsequent to this agreement.

XVI. Notice

All notices under this agreement shall be sent to the address below the party's signature.

XVI. Term of License

Term of this agreement shall be for one year, starting ____ day of _____, 200_ and ending ____ day of _____, 200_.

TEXT N TONE INC.

Organization Name

Authorized Signature:

Authorized Signature:

Registered Offices:

1738 Tradewinds Lane,
Newport Beach, CA. 92660

Address:

Appendix; English Linguistics Teacher’s Training ELD Program by Talking Page™ Kit Contents

TEACHER’S TRAINING PACKAGE KIT INCLUDES

- 1 Teacher’s Black Book I
 - 52 Printed Lessons with 52 SONO Audio Lessons
- 1 Teacher’s White Book II
 - Section 1
 - 68 Building Spelling, Grammar, and Sentence Writing Lessons
 - Section 2
 - Reading and Comprehension Tests by Grade Level 1-5 or 6-11
- 1 Linguistics Pre and Post Test
- 1 SONO Player model 441 with Voice Playback and Box
- 1 Headphone Set w/Microphone
- 1 6 Reams of Paper with Clock
- 1 Classroom Storage Case
- 1 Teacher’s Carrying Case
- 1 Set of Flash Cards

TEXT N TONE INC.
 A Delaware Corporation
 Registered Offices:
 1738 Tradewinds Lane
 Newport Beach, CA 92660
 Phone 949-650-8101 Fax 949 650 8101

Order Form



To:
 Name
 Organization
 Address
 City, State ZIP
 Phone

Ship To:
 Name
 Organization
 Address
 City, State ZIP
 Phone

P.O. DATE	REQUISITIONER NAME	SHIPPED VIA	F.O.B. POINT
			TEXT N TONE Warehouse

QTY	PROGRAM DESCRIPTION	UNIT License PRICE	TOTAL
	America's English Language Tutoring Program by Talking Page™ Kit *Must Attach Signed Copy of License Agreement	\$1,760.00*	
SUBTOTAL			
ADD \$30.00 SHIPPING & HANDLING PER UNIT			
OTHER			
TOTAL			