

Requisition

Req # 00161933

*Consent
17372
9/15/09*

PO #

Date: 09/04/09

Bill To: x
x

Vendor: 335134
ELEMENT K CORPORATION
500 CANAL VIEW BLVD
ROCHESTER NY 14623
FAX (585)214-5442

Ship To: Hidalgo County District Attorney
100 North Closser 5th Floor
Edinburg Tx 78539

Contact: ROXANA SEGOVIA
956-318-2300

Contract No:

Special Instructions:
PLEASE REFERNCE PO 607707

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	RENEWAL ELEMENT K ONLINE LEARNING SERVICE ACCESSED THROUGH COMPUTER	644.00	644.00
		Account No _____	Encumbrance	
		9-1222-412-00-080-006-0-336	644.00	
			Freight	.00
			Total	644.00

Authorized By: _____

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ADDENDUM # 2

CUSTOMER: County of Hidalgo
Address: 100 North Closner
5th Floor
Edinburg, TX 78539

Effective Date: 8/18/2009

This is to extend the Element K Master Agreement dated 8/19/2007 (together with this Addendum, including any Exhibits hereto, the "Agreement"), for an additional term of 1 year from the service start date.

CONTENT SERVICES:

elementk.com: elementk.com is a web delivered, online learning service accessed through standard web-browsing programs. You will receive password protected access to the specific libraries and/or features noted under the "# of User IDs, Libraries and Other Services" section below. You will also receive password-protected access to the Element K Training Administration web site with functionality to administer training to Authorized End Users.

User IDs, Libraries and Other Services:

Name	Unit Price	Qty.	Line Item Price
Computer Professional - Add-On/Renewal - CP Gold	USD 644.00	1	USD 644.00

Term of Agreement: This Addendum extends the Agreement for an additional term of 1 year from the service start date.

Fees: USD 644.00 for the additional Content Service/Professional Services identified herein.

Purchase Order Requirements: Does CUSTOMER require a Purchase Order? ___ no yes (PO# _____)
(If yes, a physical copy of the Purchase Order must be attached to this Agreement.)

Credit Card Purchase: Is CUSTOMER paying by credit card? ___ no ___ yes
(If yes, credit card number and authorization must be provided.)

PAYMENT: CUSTOMER is responsible for all service fees, plus all sales, value-added or other transaction taxes, shipping and duties, payable in US Dollars (USD) to Element K at the address specified under "Payment Remittance" below. The transaction(s) between EK and Customer hereunder are taking place, and all payments shall be made, in the United States. Payment in full is due within 30 days of invoice. Invoices will be sent by Element K upon execution hereof, on any renewal date, as may be agreed in any applicable Statement of Work, or as may be set forth herein.

PAYMENT REMITTANCE: Payments should be remitted to Element K Corporation, Dept AT 952879, Atlanta, GA 31192-2878.

BY SIGNING IN THE SPACE PROVIDED BELOW, CUSTOMER HEREBY AGREES TO THE SPECIFIC TERMS SET FORTH ABOVE AS WELL AS THE TERMS AND CONDITIONS SET FORTH IN ALL EXHIBITS APPLICABLE HERETO. THIS AGREEMENT SHALL BE EFFECTIVE UPON THE EFFECTIVE DATE STATED ABOVE, PROVIDED ORIGINALS OR FACSIMILES IN COUNTERPARTS OR OTHERWISE ARE EXECUTED BY THE PARTIES.

EXHIBIT A GENERAL TERMS AND CONDITIONS

1. DEFINITION OF AGREEMENT. The first page of this agreement (the "Specific Terms"), these General Terms and Conditions, and all other Exhibits applicable hereto, and any statements of work for Professional Services ("SOW") which may be entered into hereunder (together, this "Agreement") constitute the entire agreement between CUSTOMER and Element K Corporation (together with its commonly controlled affiliates, "Element K" or "EK") regarding the Content Services and/or Professional Services identified in the Specific Terms (each, individually, a "Service" and, collectively, the "Services"). The term of Agreement and fees associated with any Service governed by this Agreement shall be as set forth in the Specific Terms. This Agreement supersedes all prior communications, agreements and understandings, oral or written, between CUSTOMER and EK regarding the subject matter of this Agreement, and may only be amended in a writing signed by both parties. No provision in addition to or in conflict with this Agreement contained in any CUSTOMER purchase order or other document shall be binding on EK.
2. TERM. This Agreement shall commence upon the Effective Date set forth in the Specific Terms, and continue in effect as long as any Service covered by this Agreement has an effective term. The following sections of these General Terms & Conditions shall survive termination of this Agreement for any reason: Copyright, Export, Governing Law, Notices, Independent Contractor, No Waiver, Severability.
3. COPYRIGHT. Nothing in this Agreement constitutes a waiver of the rights of EK or any of its third party suppliers under the U.S. Copyright Act or any other Federal or State law or international treaty.
4. EXPORT. CUSTOMER shall comply with all applicable international and national laws that apply to any content or other products provided under this Agreement, including the U.S. Export Administration Regulations, as well as end-user, end-use and country destination restrictions issued by U.S. and other governments.
5. NO ASSIGNMENT. CUSTOMER may not assign this Agreement without the prior written consent of EK and its third party licensors, if applicable, except to a purchaser of all or substantially all of CUSTOMER's assets (including by means of a merger or similar transaction).
6. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York, without regard to conflicts of law.
7. NOTICES. Notices and other communications hereunder shall be deemed given only when in writing, signed by or on behalf of the person giving the same, and either (i) personally delivered (with receipt acknowledged), (ii) sent by registered or certified mail, return receipt requested, postage prepaid, or (iii) sent by overnight next business day courier, as follows: if to EK, to 500 Canal View Boulevard, Rochester, New York 14623, Attention: Legal Department; if to CUSTOMER, to the address set forth on the Specific Terms; or to either party at such other address as such party has specified by notice to the other party hereto. All such notices and communications shall be effective (i) when received or receipt refused if delivered by personal delivery or overnight courier, or (ii) upon three days following deposit in the mail if given by certified or registered mail, when delivered to the above address.
8. INDEPENDENT CONTRACTOR. The relationship of CUSTOMER and EK established by this Agreement is that of independent contractors, and this Agreement does not give either party the power to direct or control the day to day activities of the other, constitute the parties as partners, joint venturers, co-owners, principal-agent, franchisor-franchisee, or otherwise participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.
9. NO WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing signed by the waiving party to be effective. Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.
10. SEVERABILITY. If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.