



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

NOTICE OF RENEWAL

TO: CREATIVE EMPIRE LLC, d/b/a MANGO LANGUAGES 30445 NORTHWESTERN HWY FARMINGTON, MICHIGAN 48334	ORIGINAL DATE ISSUED: 10/9/2020 CONTRACT NO: 20-725-EP CONTRACT TITLE: MANGO LANGUAGES SERVICES
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THIS IS A NOTICE OF RENEWAL AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No.20-725-EP including any attachments or amendments thereto.

EFFECTIVE DATE: 7/1/2022

EXPIRES: 6/30/23

RENEWALS: TWO (2) ONE (1) YEAR RENEWALS REMAINING.

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Steve Perakis **VENDOR TEL. NO.:** (248) 2547450

EMAIL ADDRESS: steve.perakis@mangolanguages.com

COUNTY CONTACT: JUSTIN MARTIN (LIB) **COUNTY TEL. NO.:** (703) 228-6332

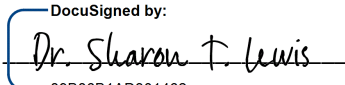
COUNTY CONTACT EMAIL:
 JBMARTIN@ARLINGTONVA.US

CONTRACT AUTHORIZATION

THE COUNTY BOARD OF ARLINGTON
 COUNTY, VIRGINIA

MANGO LANGUAGES

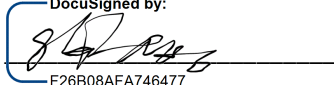
PRINT: Dr. Sharon T. Lewis

SIGNATURE: 
DocuSigned by:
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TITLE: Purchasing Agent

DATE: 5/9/2022

PRINT: Steve Perakis

SIGNATURE: 
DocuSigned by:
F26B08AFA746477...

TITLE: CFO

DATE: 5/9/2022

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

CONTRACT AWARD COVERPAGE

TO: CREATIVE EMPIRE LLC, d/b/a MANGO LANGUAGES	DATE ISSUED:	10/9/2020
30445 NORTHWESTERN HWY	CONTRACT NO:	20-725-EP
FARMINGTON, MICHIGAN 48334	CONTRACT TITLE:	MANGO LANGUAGES SERVICES

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.

The contract documents consist of the terms and conditions of AGREEMENT No. 20-725-EP including any attachments or amendments thereto.

EFFECTIVE DATE: 10/9/2020

EXPIRES: 6/30/2021

RENEWALS: FOUR (4) ONE (1) YEAR RENEWALS REMAINING

COMMODITY CODE(S): 99818

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 20-725-EP

EXHIBIT A – TERMS OF SERVICE

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: MALIKA ABDUL-MALIK

VENDOR TEL. NO.:

(248) 2547450 x 834

EMAIL ADDRESS: MALIKA.ABDULMALIK@MANGOLANGUAGES.COM

COUNTY CONTACT: JUSTIN MARTIN (LIB)

COUNTY TEL. NO.:

(703) 228-6332

COUNTY CONTACT EMAIL: JBMARTIN@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Lucas Alexander

Title PROCUREMENT OFFICER

Date 10/9/2020

Exhibit A Terms of Service

1. SERVICES; TERM

Subject to the satisfaction of the terms and conditions of the parties' Agreement and solely during the Contract Term, Mango shall provide the County access to certain services identified as Library Edition. Library Edition shall include the current version of Mango Conversations courses included in the Library Edition and all included supplemental content, activities, and exercises included in the Mango Conversations courses that are part of the Library Edition for all language offerings as of the date of execution, and shall also include any new languages, courses or updates made to Library Edition from time to time (collectively, "Services"). The County is purchasing Services on behalf of and for the benefit of Arlington Public Library ("Library").

2. FEES

The County shall pay Mango \$14,035.83 for the Services during the Initial Contract Term (the "Initial Payment Amount"). Prior to the commencement of each Successor Term(s), County and Mango shall agree upon the amount County shall pay Mango for the upcoming Subsequent Contract Term (the "Successor Payment Amount").

While Mango attempts to insure that its Website is normally available 24 hours a day, Mango shall not be liable if for any reason its Website is unavailable at any time or for any period; provided however, that Mango shall use its best efforts to provide adequate capacity and bandwidth to support the Library's needs and provide service on a 24 hour basis except for routine maintenance (for which the Library is pre-notified). In the event that Mango fails to provide such service for five days within a 30-day period, Mango shall provide a pro rata refund for the 30 day period in question;

3. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SERVICES AND SERVICES PURCHASED BY LIBRARY FROM MANGO ARE PROVIDED "AS IS". MANGO DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. To the maximum extent permitted by applicable law, neither Mango nor its licensors or distributors shall be liable to the Library for any lost profits, cost of substitute goods or services, or any form of indirect, special, incidental, consequential or punitive damages from any causes of action arising with respect to the Services that Library purchases from Mango, whether arising in tort (including negligence), contract, strict liability or otherwise, whether or not such party has been advised of the possibility of such damage. In no event shall Mango's aggregate liability under this Agreement exceed the amount actually paid by Library for the applicable Services. THE LIMITATIONS OF THIS SECTION DO NOT APPLY TO CLAIMS OF PERSONAL INJURY, DEATH OR INTELLECTUAL PROPERTY INDEMNIFICATION.

4. WEB-SITE/SOFTWARE ACCESS

To the extent that any Services are accessed through Mango's website ("Website") or software programs (collectively "Website"), Mango hereby grants the Library's Authorized Users a limited license to access and make use of such Services. "Authorized Users" means users who are registered borrowers of the Library, those that are walk-ins, and those who are remote users accessing the Services through the Library's website. Library will make reasonable efforts to protect Mango's proprietary information (including but not

limited to Mango's intellectual property and other similar Content (as defined below) and will promptly notify Mango if Library discovers there is unauthorized use of Mango's Services and will cooperate reasonably with Mango to mediate the situation.

5. WEB-SITE LICENSE AND CONDITIONS

As a condition of the Website license granted in paragraph 3 above, Library agrees:

- a. not to download or modify any part of the Website, except with the express and prior written consent of Mango;
- b. not to download or copy any account information for the benefit of another merchant;
- c. not to resell or make any commercial use of the Website or its Content;
- d. not to reproduce, duplicate, copy, sell, resell or otherwise exploit the Website for any commercial purpose without the express written consent of Mango;
- e. not to make any derivative use of the Website or its Content;
- f. not to frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Mango except for the purposes of this Agreement and for promoting the Services;
- g. not to use any meta tags or any other "hidden text" utilizing the Mango name or trademarks without the express written consent of Mango;
- h. Access to Mango's Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Mango's control;
- i. Certain Content, including without limitation Mango Premiere Library Edition, may be owned by Mango and/or its licensors. Library therefore acknowledges and agrees that such Content may be added, removed or unavailable from time to time (the "Unavailability"), and such Unavailability shall not be deemed breach of this agreement by Mango;
- j. Neither the Library nor any of its Authorized Users shall show any Content, including without limitation any video clips or movies which are included in the Contents, to any public group or other third parties who are not Authorized Users, and Library and its Authorized Users shall abide by all Movie Regulations listed at <https://mangolanguages.com/legal/movie-regulations.cfm>.

6. SUPPORT

Mango shall support the Library by responding to emails and phone calls from the Library. Mango shall make reasonable efforts to respond to all customer support issues during normal business days between the hours of 9 a.m. and 7p.m. Eastern Time, Monday through Thursday, and 9 a.m. and 5 p.m. Eastern Time on Fridays.

7. UPDATES

Mango shall from time to time update Library Edition at Mango's sole and absolute discretion. The Library shall only receive updates to the Library Edition, and any changes or enhancements to Mango's consumer edition and/or other editions will not necessarily be made to the Library Edition.

8. ACCESS

Mango intends to provide Authorized Users unlimited access to the Mango Library Edition. In the event that the Library's Authorized Users exceed what Mango deems reasonable usage during the term of this Agreement (i.e., Mango determines that usage of the Website and Services is being excessively abused by a particular user id and password), Mango shall assume that either the number of cardholders in the Library was grossly underestimated or there is piracy of Mango's Service from outside sources. Under such circumstances, Mango reserves the right to restrict or limit access to the Services and/or the Website. In

the event of such circumstances, Mango shall make every effort to provide notice to and cooperate with Library prior to Mango's restriction or limitation of access to its Website and Services.

9. INTELLECTUAL PROPERTY

All materials on the Mango Website or Services, including without limitation, text, images, logo, software, audio content and video clips, databases, e-mails, and posted comments and reviews (collectively, the "Content") are owned or controlled by Mango and/or its licensors, who retain all right, title, and interest in and to the Content. The Website and Content are protected by the copyright and trademark laws of the United States and other countries, international conventions, and other applicable laws. Library shall use all reasonable efforts to ensure that all Authorized Users are appropriately notified of the importance of respecting Mango's intellectual property rights.

10. LICENSE OF LIBRARY'S TRADEMARKS

Library agrees to grant Mango a non-exclusive, non-transferable, royalty-free, right and license, solely during the Initial or any Successor Terms of the Agreement, to reproduce, display, and otherwise use the trademarks, service marks, logos, and trade names of Library solely in connection with the advertising and promotion of Mango's language learning business