THIS LICENSE AND SERVICES AGREEMENT (this "Agreement") is made and entered into as of June 17, 2016, between Creative Empire, LLC, dba Mango Languages, a Michigan limited liability company ("Licensor"), and Texas A&M University - Corpus Christi ("Licensee"). Licensor and Licensee may be referred to herein individually as a "Party", and collectively as the "Parties".

Recitals

A. Licensor owns certain XML files with decryption key for Licensor's language learning courses, all as described on Exhibit A attached hereto and incorporated herein by reference (collectively, "Content").

B. Licensor desires to grant to Licensee, and Licensee desires to obtain from Licensor, a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free and perpetual license to use the Content, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

SECTION 1. GRANT OF LICENSE; SERVICES

1.1. License. Subject to the terms and conditions herein, Licensor grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free and perpetual license ("License") under all of Licensor's applicable intellectual property rights to use the Content in the Territory solely in connection with the Digital Delivery Service and/or the Licensee Built Digital Delivery System, as applicable (collectively, the "Purpose"), and for no other purpose whatsoever; provided, however, that Licensee shall satisfy the following additional conditions: (i) any and all use of the Content in connection with the Purpose shall be obtained by login through a Secure Access, including any use via remote access; and (ii) the License shall be subject to the Delivery (as defined below) terms and conditions set forth below. In addition to the License, Licensee may also have the opportunity from time to time, at no additional charge, to obtain access to other content owned by Licensor and/or its licensors, including Mango Premiere. Notwithstanding the foregoing, Licensee acknowledges and agrees that (1) Mango Premiere is not included in the Content or License under this Agreement, and (2) Mango Premiere may be added, removed or unavailable (the "Unavailability") from time to time at the sole discretion of Licensor and/or its licensors, and such Unavailability shall not be deemed a breach of this Agreement by Licensor.

1.2. License Fee. In consideration for the License, Licensee shall pay Licensor a fee (the "License Fee") as described on Exhibit A, which such License Fee shall be absolute and non-refundable. Licensee acknowledges and agrees that all prices for the License Fee and other amounts in this Agreement are exclusive of any applicable customs, duties, assessments, fees and taxes, including any applicable value added or any other sales taxes (collectively, "Taxes"). Licensee shall be responsible for payment of any and all applicable Taxes.

1.3. Delivery Services. In conjunction with the License, the Parties acknowledge and agree that (i) Licensee may request delivery of the Content at any time; and (ii) Licensor may elect to deliver the Content to Licensee at any time (collectively, "Delivery"). Any Delivery of Content hereunder shall be subject to the following terms: (i) If Licensor exercises its Delivery right pursuant to clause (ii) of the sentence immediately above, then Licensee shall accept Delivery within thirty (30) days' prior written notice from Licensor. By way of illustration and not limitation, if Licensor delivers the Content via download from an FTP server, then Licensee shall have thirty (30) days from the date of receipt of the Delivery notice to complete such download; (ii) Licensor shall make commercially reasonable efforts to use modern practices for any Content Delivery; and (iii) Licensor shall provide the Digital Delivery Service at no additional charge during the Digital Delivery Term. Following the Digital Delivery Term, if applicable, the Parties agree to negotiate in good faith the renewal terms and conditions relating to the Digital Delivery Service. Notwithstanding anything to the contrary herein, Licensee shall have the option at any time to build its own digital delivery system for the Content Delivery (the "Licensee Built Digital Delivery"). The Parties acknowledge and agree that Licensor shall not be obligated to provide any support whatsoever to Licensee in connection with the Licensee Built Digital Delivery. If Licensor finds it economically feasible, the Digital Delivery
Service yearly fee will be an amount equal to five percent (5%) of the one (1) year subscription to Licensor's language learning courses, provided, however, that the Digital Delivery Service yearly fee shall never be less than Two Hundred Dollars ($200 USD). The Parties further acknowledge that any Delivery of Content will only include such Content that is commercially available at the time of the Licensee's request.

1.4. Rights Reserved. All rights not expressly granted to Licensee herein are reserved to Licensor. Licensee disclaims any right to use the Content except in accordance with the License provided in Section 1.1 hereof. For the avoidance of doubt, Licensee may not sell, distribute, publicly display or in any other way exploit, commercially or otherwise, the Content (or any component thereof), except as expressly permitted by this Agreement.

1.5. Definitions. The following words and phrases, whenever capitalized herein, shall have the following respective meanings:

(i) "Digital Delivery Term" means the period commencing on the September 1, 2016 and ending on August 31, 2021.

(ii) "Digital Delivery Service" means the digital Delivery by Licensor to Licensee of the Content. "Digital Delivery Service" includes any and all necessary or required support by Licensor solely in connection with the Digital Delivery Service. "Digital Delivery Service" shall not include any support whatsoever for the Licensee Built Digital Delivery, as any such support shall be Licensee's own obligation.

(iii) "Secure Access" means a secure server and/or system of Licensee that is able to authenticate users through a login system.

(iv) Territory" collectively means (a) Licensee's currently enrolled full time and part time students; (b) remote learners registered for classes or programs with Licensee; (c) Licensee's faculty and other employees; (d) Licensee's classroom users, each of whose access to the Content is obtained by login through a Secure Access, and; (e) walk-ins.

1.6. Additional License Conditions. As a condition of the License granted in Section 1.1 above, Licensee agrees:

(i) not to download or modify any part of Licensor's website ("Website"), except with the express and prior written consent of Licensor;

(ii) not to download or copy any account information for the benefit of another merchant;

(iii) not to resell or make any commercial use of the Website or its Content;

(iv) not to reproduce, duplicate, copy, sell, resell or otherwise exploit the Website for any commercial purpose without the express written consent of Licensor;

(v) not to make any derivative use of the Website or its Content;

(vi) not to frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Licensor except for the purposes of this Agreement;

(vii) not to use any meta tags or any other "hidden text" utilizing the Licensor name or trademarks without the express written consent of Licensor; and

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

(ix) Access to Licensor’s Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Licensor’s control.

1.7. Support. Licensor shall support Licensee by responding to emails and phone calls from the Licensee’s Territory. Licensor shall make reasonable efforts to respond to all customer support issues between the hours of 9 a.m. and 5 p.m. Easter Standard Time, Monday through Friday.

1.8. Access. Subject to the terms of this Agreement, Licensor intends to provide to the Licensee within the Territory unlimited access to the Licensor’s directory of languages as defined in Exhibit A (the “Library Edition”)
In the event that the Licensor’s Authorized Users (as defined below) exceed what Licensor deems reasonable usage during the term of this Agreement (i.e., Licensor determines that usage of the Website and Library Edition is being excessively abused by a particular user id and password), Licensor shall assume that either the number of Licensee’s cardholders was grossly underestimated or there is piracy of Licensor’s service from outside sources. Under such circumstances, Licensor reserves the right to restrict or limit access to its Website. In the event of such circumstances, Licensor shall make every effort to provide notice to and cooperate with Licensee prior to Licensor’s restriction or limitation of access to its Website and the Library Edition. “Authorized Users” means users who are within the Territory. Licensee will make reasonable efforts to protect Licensor’s proprietary information (including but not limited to Licensor’s intellectual property, Confidential Information and other similar Content), and will promptly notify Licensor if Licensee discovers there is unauthorized use of the Library Edition and/or License and will cooperate with Licensor to mediate the situation.

SECTION 2. OWNERSHIP

2.1. Ownership. Licensee acknowledges and agrees that, as between the Parties, Licensor is, and shall remain at all times, the sole and exclusive owner of all right, title, and interest, including copyrights and all other intellectual property rights, in and to the Content. Licensor shall, upon the request and expenses of Licensor, take such further actions and execute such additional documents that are necessary or appropriate to establish and perfect Licensor’s rights described in this Section 2.1.

SECTION 3. REPRESENTATIONS AND WARRANTIES; LIMITATION OF LIABILITY; AND INDEMNITY

3.1. By Each Party. Each Party represents and warrants to the other Party that (i) such Party has the requisite power and authority to enter into this Agreement; (ii) such Party’s execution, delivery and performance of this Agreement has been duly authorized by all requisite action on its part; (iii) this Agreement has been duly executed and delivered by such Party and constitutes a legal, valid and binding agreement, enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors’ rights and to general equity principles; and (iv) neither the execution and delivery by such Party of this Agreement, nor compliance and performance with any of the provisions hereof results in a default (or an event that, with notice or lapse of time or both, would become a default) or gives rise to any right of termination by any third party, cancellation, amendment or acceleration of any obligation or the loss of any benefit under, any contract binding such Party.

3.2. Ownership/Infringement. Licensor represents and warrants to Licensee that (i) Licensor is the sole and exclusive owner of the Content; and (ii) Licensor has the right to grant to Licensee the License described in Section 1.1.

3.3. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTENT AND SERVICES PURCHASED BY LICENSEE FROM LICENSOR ARE PROVIDED "AS IS". LICENSOR 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 NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. To the fullest extent permitted by applicable law, neither Licensor nor its licensors or distributors shall be liable to Licensee 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 Content or services that Licensee receives from Licensor, 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. Except for Licensor’s indemnification obligations hereunder, if any, in no event shall Licensor’s aggregate liability under this Agreement exceed the amount actually paid by Licensee for the Content and related services.

3.4. Indemnity. Each Party shall defend at its expense, hold harmless and indemnify the other Party and its affiliates and subsidiaries and their respective members, managers, shareholders, directors, officers, employees, agents, attorneys and other representatives (collectively, “Representatives”) from, against and with respect to any and all third party claims, actions, demands, losses, awards, judgments, settlements, liabilities, damages, fees, costs and expenses (including, without limitation, reasonable attorneys’ and accountants’ fees and costs and expenses reasonably incurred in investigating, preparing, defending against or prosecuting any litigation or claim, action, suit, proceeding or demand) of any kind or character (collectively, the “Losses”), arising out of or in any manner incident, relating or attributable to the indemnifying Party’s breach of any representations, warranties, covenants, agreements or conditions under this Agreement.

3.5. Indemnification Procedure. In the event of any such claims for Losses, the party entitled to indemnification hereunder (“Indemnitee”) shall: (i) promptly notify the party obligated to provide indemnification (“Indemnitor”). The notice shall specify the nature of the claim in reasonable detail and amount, all to the extent known, promptly after the Indemnitee has knowledge of such claim; provided, however, the failure to promptly give notice shall not relieve the Indemnitor from any liability hereunder with respect to the subject matter of such claim except to the extent that the Indemnitor has actually been damaged by such failure to provide prompt notice, (ii) at Indemnitor’s expense, reasonably cooperate with Indemnitor in the defense thereof, and (iii) not settle any such claims for Losses without Indemnitor’s consent, which Indemnitor agrees not to unreasonably withhold, condition or delay. Indemnitor shall keep Indemnitee informed at all times of the status of Indemnitor’s efforts with respect to any claims for Losses and consult with Indemnitee (or Indemnitee’s counsel) concerning Indemnitor’s efforts in connection therewith; and, Indemnitor shall not, without Indemnitee’s prior written consent, settle any claims for Losses or otherwise compromise a claim defended by the Indemnitor which would require the Indemnitee to perform or take any action, to refrain from performing or taking any action, or to pay any money to any Person.

3.6. Effect Limited by Applicable Law. Licensee agrees to the foregoing indemnity and limitation of liability provisions in this Section 3 only to the extent permitted by the Constitution and laws of the State of Texas.

SECTION 4. CONFIDENTIALITY

4.1. Confidential Information Defined. As used herein, “Confidential Information” collectively means any and all information or materials disclosed or provided by either Party and their respective Representatives pursuant to this Agreement, whether furnished before or after the date hereof, whether oral, electronic, written, and regardless of the media or form in which it is disclosed or provided, and concerning any aspect of the business, business plan or affairs of either Party, including without limitation any confidential, proprietary, business or technical information or trade secrets, whether or not marked or designated as “Confidential” and/or “Proprietary” or the like, including electronic or optical data storage and retrieval mechanisms regardless of whether any such information is protected by applicable trade secret or similar laws. “Confidential Information” also includes any notes, analyses, compilations, studies or other material or documents prepared by the Receiving Party (as defined below) which contain, reflect or are based, in whole or in part, on the other Party’s Confidential Information.

4.2. Non-Disclosure Obligations. The Party receiving Confidential Information (the “Receiving Party”) (i) shall not, at any time, either directly or indirectly, disclose Confidential Information to any individual, entity or third party without the prior written consent of the Party disclosing or providing such Confidential Information (the “Disclosing Party”), and (ii) shall restrict dissemination of Confidential Information within its own organization to those Representatives who clearly have a “need to know” the Confidential Information for the Receiving Party to perform or enjoy the benefits of this Agreement or for the operation of the Receiving Party’s business. In addition, the Receiving Party agrees to protect Confidential Information by using the same degree of care as it would use to protect its own information of like importance, but in no case less than reasonable care.
4.3. **Exceptions.** The Receiving Party’s non-disclosure obligations described in Section 4.2 shall not apply to information which: (i) was rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, as evidenced by the Receiving Party’s records; (ii) is or becomes part of the public domain without breach of this Agreement by Receiving Party; (iii) becomes known or available to Receiving Party from a source other than the Disclosing Party with the legal right to use and disclose such information; (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is disclosed by the Receiving Party as compelled by law, pursuant to a valid order issued by a court or government agency, provided, however, that the Receiving Party provides the Disclosing Party: (a) prior written notice of such obligation; and (b) the opportunity to oppose such disclosure or obtain a protective order.

**SECTION 5. TERMINATION**

5.1. **Termination.**

(i) This Agreement may be terminated by mutual agreement of the Parties in writing.

(ii) Either party may terminate this Agreement at any time upon thirty (30) days’ prior written notice to the other party (a) if the other party breaches this Agreement and does not cure the same within fifteen (15) days of notice thereof; or (b) if the other party has a trustee or receiver appointed for a substantial part of its assets, or, to the extent enforceable under the U.S. Bankruptcy Code, has instituted against Licensee a proceeding in bankruptcy which is not dismissed within one hundred twenty (120) days or results in an adjudication of bankruptcy.

(iii) If this Agreement is terminated as the result of a breach by Licensor, Licensee shall be entitled to a pro-rata refund as follows: If the termination occurs on or before the one year anniversary of the Effective Date, Licensee shall be entitled to a refund of two-thirds of the License Fee; if the termination occurs after the one year anniversary of the Effective Date, but prior to or on the date of the two year anniversary of the Effective Date, Licensee shall be entitled to a refund of one-third of the License Fee; if the termination occurs after the two year anniversary of the Effective Date, Licensee shall not be entitled to any refund. If this Agreement is terminated for any reason other than the result of a breach by Licensor, Licensee shall not be entitled to any refund.

(iv) Upon voluntary termination of this Agreement pursuant to paragraph (i) above, or termination pursuant to paragraph (ii) due to Licensee’s uncured breach of this Agreement, Licensee agrees to (a) immediately cease all use (including any future use) of the Content in any form or manner whatsoever, and (b) promptly return to Licensor or destroy, at Licensor’s option, the Content and provide Licensor a written statement certifying that all such Content has been so returned or destroyed. Any and all terms and Sections of this Agreement that by their nature are intended to continue indefinitely, including Sections 2.1, 3.3, 3.4, 3.5, 3.6, 4.2, 5.1 and Sections 6.1 through 6.12, shall survive any termination or expiration of this Agreement.

**SECTION 6. MISCELLANEOUS**

6.1. **Notice.** All notices, requests, demands and other communications (collectively, a “notice”) which are required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and received (i) upon delivery, if personally delivered, or upon confirmed transmission, if by facsimile; (ii) on the next business day, if sent by a nationally recognized overnight courier and receipted for by the recipient or an agent of the recipient; or (iii) five (5) business days after mailing, if mailed by registered or certified United States mail, postage prepaid and return receipt requested, and addressed to the Party to whom it is directed, at such Party’s address set forth below.

If to Licensor, to:

**Creative Empire, LLC, d/b/a Mango Languages**

30446 Northwestern Hwy., Suite 300
Farmington Hills, MI 48334
Fax: 248.254.7426
Attn.: Gabe Cassel, Legal Specialist
With a copy to

Kostopoulo Rodriguez, PLLC
550 W. Merrill St, Ste. 100, Birmingham, MI 48009
Fax: 248.268.7601
Attn: K. Dino Kostopoulo

If to Licensee, to:

Texas A&M University – Corpus Christi
Attn.: Director of Contracts and Property
6300 Ocean Drive, MS 5731
Corpus Christi, Texas 78412
Email: contacts@tamucc.edu

or to such other address as a Party may have furnished to the other Party by a notice hereunder. Licensee's other relevant contact information is described on Exhibit B attached hereto and incorporated herein by reference.

6.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding subject matter hereof, supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between Parties regarding the subject matter hereof, and may be amended or modified only in writing signed by the Parties.

6.3 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns; provided, however, that neither this Agreement nor any rights or obligations hereunder may be assigned by either Party without the other's prior written consent.

6.4 Waivers. No waiver by any Party of any default with respect to any provision, condition or requirement hereof shall be deemed to be a waiver of any other provision, condition or requirement hereof; nor shall any delay or omission of any Party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it hereafter. No waiver by any Party of any term of this Agreement shall be valid or have any force or effect unless in writing and signed by the Parties.

6.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event that any provision of this Agreement shall be held to be void or unenforceable by any competent court or tribunal, the remaining provisions of this Agreement shall continue in full force and effect.

6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any conflict of laws principles.

6.7 Specific Performance. The Parties acknowledge and agree that the restrictions contained in this Agreement are reasonable and necessary to protect the legitimate interests of Licensor and that Licensor would not have entered into this Agreement in the absence of such restrictions. The Parties also acknowledge and agree that any money damages may be both incalculable and an insufficient remedy for any breach of this Agreement by Licensee, and that any such breach may cause irreparable harm to Licensor. Accordingly, the Parties acknowledge and agree that in the event of any breach or threatened breach by Licensee of this Agreement, Licensor, in addition to other remedies at law or in equity that it may have, shall be entitled to seek equitable relief, including injunctive relief and specific performance.

6.8 This Section Intentionally Removed.

6.9 Further Assurances. Each Party shall, from time to time after the execution and delivery of this Agreement, upon the other Party's reasonable request and without further consideration, execute and deliver such additional papers, instruments and documents and take such other action and give such further assurances as may be reasonably necessary, proper or convenient to carry out and effectuate the terms and purposes of this Agreement.
6.10. **Independent Contractors.** The Parties acknowledge and agree that the relationship between Licensor and Licensee is that of independent contractor, and that each Party has no right or authority to assume or create any expenses, liabilities or obligations of any kind, whether express or implied, on behalf of the other Party except as may be expressly provided in this Agreement. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency or employment relationship between the Parties. In no event shall Licensor be liable for the legal obligations, including without limitation, the tort liabilities of Licensee.

6.11. **Counterparts.** This Agreement may be executed in any number of counterparts (including counterparts executed and delivered via fax or e-mail), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

6.12 **Force Majeure.** Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations under this Agreement (other than any payment obligations) are delayed or prevented solely by supervening conditions beyond a Party’s reasonable control, including without limitation natural disasters, war, terrorism, strikes, power outages, internet connectivity outages, labor disputes, and government demands or requirements (each, a “Force Majeure”), provided that such Party gives the other party written notice thereof within fifteen (15) days, or thereafter and within a reasonable time frame as either Party has a means to communicate and convey the discovery of a Force Majeure that prevents the performance of its obligations under this Agreement (other than any payment obligations). The time for performance shall be extended for a period equal to the duration of the Force Majeure, not to exceed six (6) months.

IN WITNESS WHEREOF, the Parties have executed this Agreement as dated below

**LICENSOR:**

Creative Empire, LLC, d/b/a Mango Languages

By: [Signature]

Name: Steve Prakas

Its: CEO

Dated: 6/17/16

**LICENSEE:**

By: [Signature]

Name: John A. Casey

Director, Contracts & Property


1. **Licensee Fee.** Licensee shall pay Licensor Fifty Two Thousand Twelve Dollars ($52,012) for the License. Licensee shall pay Licensor the License Fee within 30 days of Licensee’s receipt or initial use of the License. The License Fee shall be payable by check, wire transfer, or other immediately available funds. Payment shall be made pursuant to Texas Government Code, Chapter 2251, Prompt Payment law.

2. **Content.** The current versions (as of September 1, 2016) of the Mango Conversations Language Learning Courses listed below, as well as any additional Language Learning Courses or new content added to the current Language Learning Courses, that may be offered by the Licensor from time to time during the Digital Delivery Term, and thereafter so long as the Licensee continues to pay the Digital Delivery Service yearly fee as described in paragraph 1.3 of the License:

All Languages (as of September 1, 2016):

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**Professional Courses:**

- Endangered Languages (Tuwan)
- English Loanwords (Japanese)
- For Business (Mandarin, Spanish)
- Hospitality & Tourism (Brazilian Portuguese)
- Job Seekers (ESL Spanish)
- Legal Spanish
- Medical Spanish
- Religious (Koine Greek, Biblical Hebrew)
- Spanish for Librarians
- Scholarly (Latin, Ancient Greek)

**Specialty Courses:**

- Carnival of Venice (Italian)
- Etiquette (Arabic MSA)
- Feng Shui (Mandarin Chinese)
- Fisnomenco Dancing (Castillian Spanish)
- Horser Race of Slens (Italian)
- MimeticWords (Japanese)
- Oktoberfest (German)
- Pirate
- Romantic Introductions (French, Italian, Spanish, Brazilian Portuguese)
- St. Patrick's Day (Irish)
- Shakespearean (English)
- Slang (Russian)
- Soccer (Brazilian Portuguese, Castillian Spanish)
- Superstitions (Arabic MSA, Russian)
- Texting (Spanish, ESL Spanish)
- Wine & Cheese (French)
- Zodiac (Mandarin Chinese)
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