STANDARD & POOR'S

NETADVANTAGE
ORDER FORM AND LICENSE AGREEMENT

55 Water Street
New York, NY 10041

Access method (check one): ☐ S&P Proprietary Website ☒ IP Address (Subscriber to provide.) ☐ Other: ______

SUBSCRIBER	ACCOUNT #:
Company/Institution Name Fort Bend County Library	Attention Myra Ponville
Division/Dept	Telephone 281-341-2622
Street Address 1001 Golfview Drive	Fax 281-341-2689
City/State/Zip Code Richmond, TX 77469	e-mail mponville@fortbend.lib.tx.us
BILLING INFORMATION (if different from above)	**ACCOUNT #:**
Company/Institution Name SAME	Attention
Division/Dept	Telephone
Street Address	Fax
City/State/Zip Code	e-mail

☒ **SYSTEM/TECHNOLOGY ADMINISTRATION** (Check and complete below, if applicable)

System/Technology Administrator Name and Dept Myra Ponville, Adult Services	Telephone 281-341-2622
Street Address 1001 Golfview Drive	Fax 281-341-2689
City/State/Zip Code Richmond, TX 77469	e-mail mponville@fortbend.lib.tx.us

Product Information	Service Code	Number of Users (POP, FTE, or Employee Count**)	Number of Copies (Print Product only)	Price Per Copy (Print Product only)	Annual Subscription Fees
S&P NetAdvantage	NA1PL6	1**	n/a	n/a	$16,431.30
S&P NetAdvantage	NA-GS, NAGRL2, NAACW	1**	n/a	n/a	$ 8,250.00
Discounted S&P Print Product		n/a			
Discounted S&P Print Product		n/a			
				TOTAL FEES*:	$24,681.30

This Order Form and License Agreement is (check one): ☒ a new order, or ☐ replacing/changing an existing order. Includes Attachment(s): ☒ Yes ☐ No

SPECIAL INSTRUCTIONS: **NA1PL6 = Business Intelligence Package containing complete standard data suite. NA-GS = Global Industry Surveys. NAGRL2 = Global Company Reports. NAACW = CreditWeek.**
**** Usage based on full population served by library, unrestricted simulataneous usage. Remote access is unrestricted for ALL databases for all properly authenticated patrons.**
One-Year service agreement. 10% Discount for NA1PL6 in consideration of having selected all available options.
15 Months at the 12 month rate for the first year of service. Service effective dates: 11/7/2008 through 2/6/2010.
Cancel print services listed on Attachment A and issue a pro-rated credit for the unused portion of each subscription. Re-instate at discounted rate, (Attachment B).
Remote patron authentication method: Library Card, card range: 23219... (14 digits)
IP Address: 66.163.80-95.*

***Plus postage, handling, and sales tax, if applicable.**

"POP", an abbreviation for Population, means the number of individuals in the geographic area for which a public library has been established to offer services, as specified under Special Instructions.
"FTE", an abbreviation for Full Time Equivalent, means the total enrollment of a college or university, as specified under Special Instructions.
"Employee Count" means the number of employees in a company, as specified under Special Instructions.

SUBSCRIBER HAS CAUSED THIS ORDER FORM AND LICENSE AGREEMENT (THE "AGREEMENT") TO BE EXECUTED AS OF THE DATE SET FORTH BELOW. BY ITS EXECUTION HEREOF, SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS READ THE TERMS AND CONDITIONS ATTACHED HERETO AND AGREES TO BE BOUND THEREBY, AND THAT SUBSCRIBER HAS MADE NO MODIFICATIONS TO SUCH TERMS AND CONDITIONS. SUBSCRIBER MAY EXECUTE THIS AGREEMENT AND RETURN IT TO S&P VIA FACSIMILE TRANSMISSION, PROVIDED, HOWEVER, THAT SUBSCRIBER ALSO RETURNS THE EXECUTED HARD COPY ORIGINAL OF THE AGREEMENT TO S&P BY FIRST-CLASS MAIL, OVERNIGHT DELIVERY SERVICE, OR MESSENGER.

AGREED TO AND ACCEPTED:

SIGNATURE: ______ TITLE: Purchasing Agent
NAME: Gilbert Jalomo DATE: 10/21/08

FOR S&P USE ONLY. DO NOT WRITE BELOW THIS LINE.

Account Representative: Dan Sovocool	Terr. No.: E32	Subscription Term: One-Year

STANDARD & POOR'S NETADVANTAGE LICENSE AGREEMENT

WHEREAS, Standard & Poor's ("S&P"), a division of The McGraw-Hill Companies, Inc., and its Third-party Licensors, as defined below, own and retain all proprietary rights (including, but not limited to, trademarks and copyrights) to and interests in certain information product(s) (the "Products"); and

WHEREAS, the Products may be incorporated into the Service, as defined below, that is made available by S&P as an information service via the Internet; and

WHEREAS, Subscriber, as defined below, desires a license to subscribe to, access and use the Service, in accordance with designations made by Subscriber on the order form (the "Order Form") that accompanies this Agreement, and in accordance with the terms and conditions of this Agreement;

IT IS AGREED AS FOLLOWS:

1. **Definitions.** As used herein, the following terms are defined as follows:
A. "Service" - The information service known as "S&P NetAdvantage" subscribed to by Subscriber pursuant to this Agreement and comprised of those product(s) designated in the Order Form.
B. "Subscriber" - The entity or entities identified on the Order Form.
C. "Third-party Licensor" - A third party that has licensed to S&P or any of its affiliates any data, information, or software incorporated in the Service.
D. "User" - If Subscriber is an academic institution, User means full-time students, faculty and staff of Subscriber who can access the Service subscribed to, as listed on the Order Form, for their non-commercial, academic research, via a password/user ID issued by S&P or by Subscriber, if Subscriber has been granted System Administration responsibilities. If Subscriber is any other type of entity, User means an employee of Subscriber who can access the Service subscribed to, as listed on the Order Form, for their internal use via a password/user ID issued by S&P or by Subscriber, if Subscriber has been granted System Administration responsibilities.

2. **License(s); Restrictions on Use.**
A. Subject to the terms of this Agreement, S&P hereby grants Subscriber a nonexclusive, nontransferable, limited license to permit Users to access and use, within its own organization, the Service via S&P's Internet Website for its internal business or academic research purposes as set forth in this Agreement, that Product/Service specifically designated on the Order Form as being subscribed to, in accordance with the terms and conditions of this Agreement.
B. Subscriber shall not: (i) sell, reproduce, assign, publish, distribute, or otherwise disseminate or (ii) allow or provide access to the Service or any portion thereof, or any derivation, revision or combination thereof, to any third party. Subscriber shall not communicate, distribute, transfer, sell or otherwise furnish or permit to be furnished the Service or any portion thereof to any other site, subsidiary, affiliate, branch office, campus or other place of business, other than those identified on the Order Form, without the express prior written consent of S&P, and any such attempt shall be a material breach of this Agreement.
C. Subscriber shall not: (i) attempt to modify, reverse engineer, disassemble, decompile or decrypt the Service or any portion thereof, (ii) create, generate or compile the source code of the software or the data records of the Service or any portion thereof, or (iii) create archival or derivative works based on the Service or any portion thereof, nor (iv) aid or permit others to do so.
D. Without limiting any other provision of this Agreement, Subscriber shall not upload, download or otherwise disseminate the Service or any portion thereof to its Internet web site or the Internet web site of any third party.
E. Subscriber shall not use or permit use of the Service or any data included therein in connection with the creation, structuring, development, managing, trading, marketing and/or promotion of any financial instrument or other investment product that is based on, or seeks to match the performance of, all or any portion of the Service or such data, such as, without limitation, a security whose capital and/or income value is calculated based on changes in value of an S&P index. Subscriber agrees and understands that any such use requires that Subscriber first enter into a separate license agreement with S&P.
F. Subscriber may, as part of and in the ordinary course of its internal operations, provide and distribute (orally, in writing, electronically or otherwise), on an infrequent, occasional and incidental basis, to its own clients only and on a no-charge basis only, information, reports, presentations and other publications that utilize and display limited excerpts of data/information from the Service subscribed to without prior written consent from and without payment of additional fees to S&P; provided, however, that nothing in the foregoing or in Section 2G, below, shall permit Subscriber to provide or distribute data or information from the Service or portions thereof in any manner, including commercial resale, that competes with any distribution by S&P of the Service in any form or format, or of any derivative works based thereon. If Subscriber distributes limited excerpts as permitted hereunder, Subscriber will give appropriate credit to S&P as the source of such information.
G. Subject to the provisions of Section 2F, above, if as part of its subscription hereunder Subscriber subscribes to a Service comprised of or including the S&P Stock Reports Product and/or the S&P Mutual Fund Reports Product (collectively, the "Reports"), Subscriber may make hard copy print-outs of the Reports available directly to end-users who are customers or potential customers of Subscriber (such permitted end-users being referred to collectively herein as "Customers") on an infrequent, occasional and incidental basis, subject to the following: (i) print-outs of the Reports shall be distributed to Customers on a no-charge basis only; (ii) the basic two-page Stock Report (first two (2) pages of the S&P Stock Reports) and the S&P Mutual Fund Report (i.e. full content of text plus glossary of terms) must be distributed in their entirety; and (iii) no Report print-out may be distributed later than sixty (60) days following the date of such Stock Report.
H. Users shall be issued a password/user ID by S&P unless (i) Subscriber is authorized to act as System Administrator pursuant to the conditions set forth herein, or (ii) S&P and Subscriber specifically agree to allow access based on recognition by S&P's web server of one or more IP (Internet Protocol) addresses. If Subscriber is granted System Administration responsibilities, Subscriber shall entitle Users to access the Service subscribed to.
I. Access to the Service or any portion thereof shall be limited to the number of Users set forth on the Order Form. The Users may subsequently be modified, increased or decreased from time to time upon the mutual agreement of the parties, provided that Subscriber shall at all times maintain at least the minimum number of Users set forth on the Order Form. The maximum number of Users having access to the Service shall not exceed in the aggregate (i.e., whether simultaneously or otherwise) the number of Users specified on the Order Form. If Subscriber desires to increase the number of Users, it shall complete a new Order Form, which will supersede the existing Order Form, and forward the same to S&P for acceptance. In the event of such acceptance, Subscriber will acknowledge such replacement on the Order Form. Such additional entitlements will result in the upward adjustment of fees payable by Subscriber on a pro-rata, prospective basis as determined by S&P in its discretion and as may be in effect from time to time. Subscriber may reduce the maximum number of Users upon forty-five (45) days written notice to S&P. Such reduction shall take effect prospectively as of the next renewal date of the term of this Agreement, and fees may be adjusted accordingly by S&P.
J. S&P shall not be responsible for the procurement, installation or maintenance of any equipment on which the Service is accessed by Subscriber, nor for any communications
connection by which the Service is transmitted, nor shall S&P have any liability for communication delays or interruptions of the Service, nor shall S&P be liable for any fees payable by Subscriber for any communications lines to any other person, firm or entity.

3. **Proprietary Rights.**
A. All proprietary rights (including, but not limited to, copyrights, trade secrets, database rights and trademark rights) in the Service, including all Products, information, data, software, products and documentation contained or included therein, are and shall remain the sole and exclusive property of S&P, its affiliates, and its Third-party Licensors. Subscriber expressly acknowledges that the Service is compiled, prepared, revised, selected and arranged by S&P and its Third-party Licensors through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money, and constitute valuable intellectual property and trade secrets of S&P and/or its Third-party Licensors. Subscriber shall take reasonable precautions to avoid unauthorized access to or distribution of the Service. Subscriber agrees to protect the copyright(s), trademarks, trade secrets, and other proprietary rights of S&P, The McGraw-Hill Companies, Inc., and their Third-party Licensors in the Service, including, but not limited to, any contractual, statutory, and common law rights, during and after the term of this Agreement, and to limit the use of and access to the Service to those Users which are expressly permitted hereunder, and Subscriber shall honor and comply with reasonable requests made by S&P (including terminating or suspending any Customer's access to the Service) to protect the rights of S&P and its Third-party Licensors in the Service.
B. Subscriber agrees and acknowledges that unauthorized copying, use, access to or distribution of the Service or any of the Products contained therein may cause S&P and/or its Third-party Licensors irreparable injury that cannot be adequately compensated for by means of monetary damages. Subscriber therefore agrees that any breach hereof by Subscriber may be enforced by S&P or its Third-party Licensors by means of equitable relief (including, but not limited to, injunctive relief) in addition to any other rights and remedies that may be available. Subscriber further agrees to indemnify and hold harmless S&P, its affiliates and Third-party Licensors from and against any costs, claims, damages or liabilities (including reasonable attorneys' fees) arising from any breach hereof.
C. Subscriber agrees and acknowledges that certain data, information or applications contained in the S&P Service are, or may in the future be, licensed to S&P for redistribution by third parties, and that the availability of such data, information or applications to Subscriber shall cease automatically, without liability on the part of S&P, upon the discontinuation or termination of the provision thereof to S&P. Subscriber agrees and acknowledges that, in the event the Service contains data from a Third-party Licensor, such Third-party Licensor may require Subscriber to enter into separate license agreements directly with such Third-party Licensor as a condition to accessing and using the data such Third-party Licensor provides.

D. Subscriber shall not: (i) distribute the Service or any portion thereof through any service with a third party (e.g. joint or co-branded services); or (ii) authorize any third party to link, bookmark or point from a third-party service to the Service or a portion thereof.
E. Subscriber agrees that any Third-party Licensor of any portion of the Products may enforce its rights against Subscriber as an intended third-party beneficiary of this Agreement, even though such Third-party Licensor is not a party to this Agreement.

4. **Delivery/Access/Updates and Enhancements/Upgrades**
A. Subscriber understands and acknowledges that S&P and/or The McGraw Hill Companies, Inc., may at any time, without liability to Subscriber, change the method of delivery currently being used, upon reasonable notice to Subscriber. S&P shall provide Subscriber with prompt written notice, as much in advance as is practicable, of any change in delivery method.
B. So long as Subscriber is not then in default or breach hereunder, S&P will make available to Subscriber during the term of this Agreement updates to the Service designated on the Order Form, provided that such updates are generally made available by S&P at no additional charge to other Subscribers. Updates may include, without limitation, any or all of the following: (i) a more current version of the Service or portions thereof or (ii) a more current version of documentation.
C. In addition, S&P in its sole discretion may make available enhancements, upgrades, and other improvements to the Service for additional fees. Subscriber may choose to receive same, at Subscriber's option and upon payment of the applicable fees, in which event such improvements shall be deemed to be licensed to Subscriber hereunder, unless a separate agreement has been entered into between S&P and Subscriber in respect of such enhancements, upgrades, or other improvements.
D. S&P reserves the right to alter or modify the Service or any portion or configuration thereof from time to time. Such alterations and/or modifications may include, without limitation, addition or withdrawal of features, data or changes in instructions and/or documentation. S&P may also eliminate or cancel the Service or any portion thereof, at any time, whereupon S&P may grant Subscriber a pro-rata credit or refund for the unused portion of the subscription fees attributable to the discontinued Service, or may replace such Service with a superseding Service, at S&P's discretion.
E. Subscriber may, at any time, upgrade its subscription to the Service at S&P's then-prevailing rates by completing a new Order Form, which will supersede the existing Order Form, and forwarding it to S&P for acceptance. In the event of S&P's acceptance, the provisions of Section 5B, below, shall take effect and Subscriber will acknowledge such replacement on the section set forth in the Order Form.
F. Subscriber may cancel its subscription to Service effective as of any anniversary of the term of this Agreement by providing S&P with written notice at least thirty (30) days prior to the end of the then-current term of this Agreement.

5. **Term and Termination.**
A. This Agreement shall be in effect for an initial term as set forth on the Order Form, commencing on the date Subscriber signs the Order Form, and shall be automatically renewed for like terms of one (1) year each at S&P's then-prevailing fees, unless either party furnishes the other party with written notice of termination at least thirty (30) days prior to the end of the initial term or any subsequent renewal term. Subscriber's right to receive and use those portions of the Service provided by S&P pursuant to licenses granted by Third-party Licensors is subject to automatic termination without liability on the part of S&P in the event such third-party licenses are terminated. If S&P determines for any reason to discontinue offering or providing the Service or any Product included therein, S&P may terminate this Agreement or any Service that relates to such discontinued material; and in such event S&P shall have no liability other than to make a pro-rata refund to Subscriber of any unearned subscription fees that have been prepaid.
B. Notwithstanding anything to the contrary herein, if Subscriber upgrades its subscription pursuant to Section 4D, above, effective on a date other than an anniversary date of this Agreement, a new one (1) year term shall be deemed to have commenced as of the effective date of such upgrade and at a new pricing level as determined by S&P in its discretion and as may be in effect from time to time. In calculating any applicable subscription fees with respect to any previously subscribed-to Product(s), Subscriber shall be credited on a pro-rata basis for any subscription fees paid prior to the new commencement date.
C. In the event of any breach of any material term or provision by either party of this Agreement, the other party may terminate the Agreement by giving thirty (30) days' prior written notice thereof; provided however, that such termination shall not take effect if the party in breach cures or corrects the breach within such notice period.
D. If Subscriber breaches any provision of this Agreement, in addition to any other available rights or remedies, S&P may terminate this Agreement and all licenses granted hereunder by giving ten (10) days prior written notice, such notice to take effect unless Subscriber cures or corrects such breach to S&P's satisfaction within such notice period. In addition, S&P may terminate this Agreement by giving written notice if Subscriber is adjudicated as bankrupt or if a petition in bankruptcy is filed by or against Subscriber or if Subscriber makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy act or insolvency laws.
E. Either party may terminate this Agreement upon written notice to the other if the other party is adjudicated as bankrupt or if a petition in bankruptcy is filed by or against the other party or if the other party makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy act or insolvency laws.
F. Upon the cancellation, termination or expiration of this Agreement by either party and for any reason whatsoever, Subscriber shall cease all use of the Service and any portion thereof and Subscriber shall expunge the Service and any portion thereof from its data storage facilities. At S&P's request, Subscriber will certify in writing that Subscriber has fully complied with this requirement.

6. **Fees and Charges.**
A. Fees and charges to be paid by Subscriber to S&P shall be as set forth in the Order Form accompanying this Agreement and shall be payable by Subscriber within thirty (30) days after receipt of invoice. Subscriber shall be responsible for any federal, state, or local sales, use, property or similar taxes that are or may be imposed on transactions hereunder between S&P and Subscriber. These fees and charges shall be due and payable by Subscriber to S&P regardless of whether Subscriber exercises the license granted under this Agreement. S&P may increase its fees and charges for any Service after the initial term by providing advance written notice to Subscriber, but (except as provided in Section 2 above) S&P shall not increase its fees and charges for any Service subscribed to hereunder more than once during any twelve (12) month period. Subscriber will have thirty (30) days from receipt of such notice in which to provide S&P with written notice of its intent to terminate (a "Termination Notice"). Subscriber's failure to provide S&P with a timely Termination Notice shall be deemed acceptance of the price increase. If Subscriber terminates the Agreement as provided in this Section 6A, Subscriber will pay S&P a pro-rata portion of the annual fees (based on the prior years' annual rate) until the effective date of such termination. S&P may assess a late charge at an annual rate of twelve percent (12%) not exceeding the highest legal rate on all undisputed amounts payable under this Agreement that Subscriber has not paid within thirty (30) days of the date of S&P's invoice therefor. In addition to all other rights provided by this Agreement or that otherwise may be available to S&P in law or equity, S&P also may suspend delivery of updates to the Products as long as any such amount remains unpaid after such thirty (30) day period.
B. If set forth on the Order Form and Subscriber is subscribing to the Service in print format ("Print Products"), then Subscriber shall be entitled to a discount in fees on existing subscriptions to Print Products as set forth on the Order Form, provided that Subscriber maintains a subscription to S&P NetAdvantage as set forth on the Order Form. If Subscriber's subscription to S&P NetAdvantage is terminated for any reason and Subscriber's subscription(s) to the Print Products remains in effect, S&P shall invoice Subscriber the difference in fees between the discounted print rate as set forth on the Order Form and S&P's then-prevailing rates for such Print Products. Fees shall be due and owing within thirty (30) days of the S&P invoice.
C. Subscriber shall at all times during the term of this Agreement maintain full and accurate records (including applicable data in electronic format) with respect to access to and usage of the Service for the most recent thirty-six (36) months. During the term of this Agreement and for a twenty-four (24) month period thereafter, S&P shall have the right, during normal business hours and upon reasonable notice to Subscriber, to (i) audit and review relevant portions of those records; and (ii) audit the manner of access to and usage of the Service, in each case to confirm that fees and charges have been accurately determined and that restrictions on use and access have been observed. S&P's failure to conduct an audit pursuant to this Section 6 shall not relieve Subscriber from its responsibilities to comply fully with the terms and conditions of this Agreement. Subscriber agrees to permit S&P or its representatives to periodically inspect, at Subscriber's location(s) and during reasonable hours and at reasonable intervals, the authorized terminal(s) and/or any network on or by which any portion of the Service is accessed for purposes of establishing compliance with the terms of this Agreement. The costs of any such audit and/or inspection shall be borne by S&P unless such audit and/or inspection reveals an underpayment to S&P of five percent (5%) or more; in such case, Subscriber shall reimburse S&P for its costs and expenses in conducting such audit and/or inspection.

7. **Disclaimer of Warranties and Limitation of Liabilities.**
A. S&P, ITS AFFILIATES AND ALL OF THEIR THIRD-PARTY LICENSORS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO THE SERVICE, INCLUDING THE INFORMATION, DATA, SOFTWARE OR PRODUCTS CONTAINED THEREIN, OR THE RESULTS OBTAINED BY THEIR USE OR AS TO THE PERFORMANCE THEREOF. A reference to a particular investment or security, a credit rating or any observation concerning a security or investment provided in the Service is not a recommendation to buy, sell, or hold such investment or security or make any other investment decisions. NEITHER S&P, ITS AFFILIATES NOR THEIR THIRD-PARTY LICENSORS GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE SERVICE OR ANY COMPONENT THEREOF OR ANY COMMUNICATIONS, INCLUDING BUT NOT LIMITED TO ORAL OR WRITTEN COMMUNICATIONS (INCLUDING ELECTRONIC COMMUNICATIONS) WITH

RESPECT THERETO. Accordingly, any user of the information contained in the Service should not rely on any credit rating or other opinion contained therein in making any investment decision. S&P, ITS AFFILIATES AND THEIR THIRD-PARTY LICENSORS SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS OR DELAYS IN THE SERVICE. THE SERVICE AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND SUBSCRIBER'S USE OF THE SERVICE IS AT SUBSCRIBER'S OWN RISK.
NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER SHALL S&P, ITS AFFILIATES OR THEIR THIRD-PARTY LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, TRADING LOSSES, OR LOST TIME OR GOOD WILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. S&P, ITS AFFILIATES AND THEIR THIRD-PARTY LICENSORS SHALL NOT BE LIABLE (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8, BELOW) FOR ANY CLAIMS AGAINST SUBSCRIBER BY THIRD PARTIES. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF S&P, ITS AFFILIATES, AND THEIR THIRD-PARTY LICENSORS IN CONNECTION WITH THE SERVICE AND/OR THIS AGREEMENT, REGARDLESS OF THE FORM(S) OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE FEES PAID BY SUBSCRIBER TO S&P FOR THE SERVICE IN QUESTION IN THE MONTH SUCH LIABILITY IS ALLEGED TO HAVE ARISEN.
NOTHING IN THIS AGREEMENT SEEKS TO LIMIT OR RESTRICT LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.
NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE SERVICE MAY BE BROUGHT BY SUBSCRIBER MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.
B. Subscriber's receipt of the Service via the Internet may be subject to delays and interruptions that are beyond the control of S&P and for which S&P and its affiliates shall have no liability. Subscriber may have the ability, through hypertext or other computerized "links", to gain access to other sites on the Internet that are not part of the Service; S&P and its affiliates assume no responsibility for any materials on such other sites that may be accessed through any such "link".

8. **Proprietary Rights Indemnification.** If a third-party claim or litigation is made or brought against Subscriber alleging that the content of any Service as provided to Subscriber by S&P infringes upon a copyright, database right, trademark, or U.S. patent, S&P shall indemnify and hold harmless Subscriber against those damages, liabilities, and costs (including reasonable attorneys' fees) that are directly incurred by Subscriber as the result of such third-party claim or litigation; provided, however, that Subscriber's use of the Service is in compliance with the terms of this Agreement. This indemnification obligation shall be subject to Subscriber promptly notifying S&P of the claim or the commencement of litigation against it covered by such indemnification and permitting S&P, at its sole election, to defend or settle such claim or litigation and providing such cooperation as S&P may reasonably require. In the event of a claim of infringement, S&P reserves the right to use reasonable efforts to modify the affected portion of the Service so that it is non-infringing, or to obtain permission at S&P's expense for Subscriber to continue to use such portion, or to terminate this Agreement in exchange for a refund of subscription fees paid by Subscriber for the then-current term as liquidated settlement of any liability other than the foregoing obligation of indemnification.

9. **Committee on Uniform Security Identification Procedures of the American Bankers Association ("CUSIP")**. Subscriber agrees and acknowledges that the CUSIP database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, Standard & Poor's CUSIP Service Bureau ("CSB") and the American Bankers Association ("ABA"), and that no proprietary rights are being transferred to Subscriber in such materials or in any of the information contained therein. Subscriber agrees that misappropriation or misuse of such materials will cause serious damage to CSB and ABA and that in such event money damages may not constitute sufficient compensation to CSB and ABA; consequently, Subscriber agrees that in the event of any misappropriation or misuse, CSB and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CSB and ABA may be entitled. Subscriber agrees that Subscriber shall not publish or distribute in any medium the CUSIP database or any information contained therein or summaries or subsets thereof to any person or entity. Subscriber's only use of the CUSIP numbers and descriptions shall be in connection with the internal trading and settlement of security transactions. Subscriber further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third- party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, ELECTRONIC and/or CD-ROM Services. All use by Subscriber of the CUSIP database and the information contained therein is expressly subject to the disclaimers and limitations set forth in Section 7 above. In the event Subscriber has a direct agreement with CSB, such agreement shall control Subscriber's use of the CUSIP database or any information contained therein.

10. **Injunctive Relief.** In the event of a breach or threatened breach of any of the provisions of this Agreement by Subscriber or any employee or representative of Subscriber, S&P and/or its Third-party Licensors shall be entitled to preliminary and permanent injunctive relief to enforce the provisions hereof, but nothing herein shall preclude S&P and/or its Third-party Licensors from pursuing any action or other remedy for any breach or threatened breach of this Agreement, all of which shall be cumulative. In the event that S&P and/or its Third-party Licensors prevail in any such action, S&P and/or its Third-party Licensors shall be entitled to recover from Subscriber reasonable attorneys' fees incurred in connection therewith.

11. **Disclosure on Receipt of Compensation for Ratings Services.** S&P's Ratings Services ("Ratings Services") receives compensation for its ratings. Such compensation is normally paid either by the issuers of such securities or third parties participating in marketing the securities. While S&P reserves the right to disseminate the ratings, it receives no payment for doing so, except for subscriptions to its publications. Additional information about S&P's ratings fees is available at http://www.standardandpoors.com/usratingsfees.

12. **Disclosure on Firewalls.** S&P's analytic services provided by Ratings Services are the result of separate activities designed to preserve the independence and objectivity of ratings opinions. Ratings are based on information received by Ratings Services. Other divisions of S&P may have information that is not available to Ratings Services. S&P has established policies and procedures to maintain the confidentiality of non-public information received during the ratings process.

13. **Other Matters.**
A. Subscriber shall not assign or otherwise transfer this Agreement, including any assignment by operation of law, without S&P's prior written consent. In addition to and notwithstanding the foregoing, if the ownership of Subscriber at any time shall pass out of the majority control of its then-current owners by sale of stock or assets, merger or otherwise, Subscriber shall give S&P written notice not fewer than thirty (30) days prior to the effective date of any change of control. S&P shall have the right to terminate this Agreement by providing written notice to Subscriber within thirty (30) days following receipt of such notice of change of control. If S&P does not elect to terminate the Agreement, the new owners of Subscriber shall assume all of Subscriber's obligations under this Agreement and shall be responsible for adhering to all of the terms thereof.
B. This Agreement, together with the accompanying Order Form, is the complete and exclusive agreement between the parties and supersedes any oral or written communications or representations relating hereto. The provisions and terms of any other purchase order or other agreement shall be of no effect and shall not in any way extend or amend the terms and conditions set forth in this Agreement unless expressly accepted in writing by an officer of S&P. In the event of any conflict between the terms of this Agreement and the provisions of the Order Form, the terms of this Agreement shall prevail. No changes, modifications or waivers regarding this Agreement shall be binding unless in writing and signed by the parties hereto.
C. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and shall be subject to the jurisdiction of the courts of that State.
D. S&P shall have no responsibility or liability for any delays in or interruptions or failures of its performance under this Agreement beyond its reasonable control, including, but not limited to, acts of god, acts of governmental authority, fire, act of war, terrorism, flood, strikes, severe or adverse weather conditions, power failures or communications line or network failures..
E. The provisions of Sections 2, 3, 7, 9, 13B, 13C, 13D, 13E, 13F, and 13G hereof shall survive any termination of this Agreement.
F. If any term or condition hereto is found by a court or administrative agency to be unenforceable, the remaining terms and conditions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law.
G. Notices to either party under this Agreement shall be in writing and sent by messenger or via fax with acknowledgment by the receiving party, if to S&P, at Standard & Poor's, 55 Water Street, New York, NY 10041, Attention: Sales Administration, Fax: 212-438-3424, and if to Subscriber, at the address designated on the Order Form.

Standard & Poor's
55 Water Street
New York, NY 10041

Attachment A
Print Subscriptions to be Cancelled
Fort Bend County Library, Richmond, TX

Account Number	Service	Code	Price	Location
046000002	The Outlook	CJ	$298.00	Missouri City Br., Missouri City 77489
046000006	The Outlook	CJ	$298.00	First Colony Br., Sugarland 77479
7709960000	The Outlook	CJ	$298.00	Fort Bend Lib., Richmond 77469
9300075342	The Outlook	CJ	$298.00	Fort Bend Lib., Sugarland 77478
9900294326	The Outlook	CJ	$223.30	Cinco Ranch Lib., Katy 77494
			$1,415.30	

Cancel five (5) print copies of The Outlook and issue pro-rated credits for the unused portion of each subscription. Note, all services are billed through account 0486000000, Richmond, TX 77469.

Re-instate all subscriptions at a 50% discount to the standard annual rate per Attachment B.

SIGNATURE:	
PRINT NAME:	Gilbert Jalomo
TITLE:	Purchasing Agent
LIBRARY NAME:	Fort Bend County
DATE:	10/21/08

Standard & Poor's
55 Water Street
New York, NY 10041

Attachment B
Print Subscriptions To Be Cancelled And Reinstated At Discount
Fort Bend County Library, Richmond, TX

Account Number	Service	Code	Current Price	Discounted Price	Location
046000002	The Outlook	CJ	$298.00	$149.00	Missouri City Br., 77489
046000006	The Outlook	CJ	$298.00	$149.00	First Colony Br., S'land 77479
7709960000	The Outlook	CJ	$298.00	$149.00	Ft Bend Lib., Richmond 77469
9300075342	The Outlook	CJ	$298.00	$149.00	Ft Bend Lib., Sugarland 77478
9900294326	The Outlook	CJ	$223.30	$149.00	Cinco Ranch Lib., Katy 77494
			$1,415.30	$745.00	

Re-instate print subscriptions to The Outlook at a 50% discount to the standard annual rate of $298.00
There is no shipping & handling associated with these subscriptions.
Note, all subscriptions are billed through account 0486000000, Richmond, TX 77469.

SIGNATURE: [signature]
PRINT NAME: Gilbert Jalomo
TITLE: Purchasing Agent
LIBRARY NAME: FORT BEND COUNTY
DATE: 10/21/08

The McGraw·Hill Companies

STANDARD
&POOR'S

Investment Services
7400 South Alton Court
Centennial, CO 80112-2394
Tel 303 721 4458
Fax 303 721 4677
Andy_Halula@standardandpoors.com

Andrew J. Halula
Vice President
Government and University Division

SOLE SOURCE STATEMENT

RE: Standard & Poor's NetAdvantage – SOLE SOURCE STATUS

Dear Sir or Madam:

Standard & Poor's NetAdvantage (www.netadvantage.standardandpoors.com) is a comprehensive source of business and finance information offering subscribers on-line access to Standard & Poor's proprietary research products such as *Industry Surveys; Stock Reports; Corporation Records; The Register of Corporations, Directors and Executives; Bond Reports; Mutual Fund Reports; Credit Week; The Outlook* among others.

Standard & Poor's is the exclusive licensor of Standard & Poor's NetAdvantage. Subscribers must execute an agreement with Standard & Poor's in order to gain access to the service. Subscriptions to Standard & Poor's NetAdvantage are offered exclusively by Standard & Poor's.

Please contact me if you have any further questions concerning Standard & Poor's status as the "sole source" provider of Standard & Poor's NetAdvantage.

Regards,

Andy Halula

Andy Halula
Vice President
Government and University Division

Date: October 7, 2008

Cheryl Krejci - Re: Manual IT approval request for Library and County Attorney Review of agreement.

From: Charles Cook
To: Krejci, Cheryl; Reveles, Mary
Date: 10/21/2008 11:04 AM
Subject: Re: Manual IT approval request for Library and County Attorney Review of agreement.
CC: Johnson, Laura

Please consider this email as my approval.
Charles

>>> Cheryl Krejci 10/17/2008 13:17 >>>
Standard and Poors agreement attached.

Cheryl Krejci, Senior Buyer
Fort Bend County Purchasing Dept.
281-341-3759 (office)
281-341-8642 (fax)

Cheryl Krejci - Re: Manual IT approval request for Library and County Attorney Review of agreement.

From: Mary Reveles
To: Charles Cook; Cheryl Krejci
Date: 10/20/2008 11:34 AM
Subject: Re: Manual IT approval request for Library and County Attorney Review of agreement.
CC: Laura Johnson

Cheryl,

This agreement is approved as to legal form, subject to IT's approval.

Please note that this agreement is a 15 month agreement and expires on 2/6/2010. If the Library wants to terminate, they must do so in writing 30 days before expiration; otherwise we renew for another 12 months at the current rates.

Thanks!
-Mary

>>> Cheryl Krejci 10/17/2008 1:17 PM >>>
Standard and Poors agreement attached.

Cheryl Krejci, Senior Buyer
Fort Bend County Purchasing Dept.
281-341-3759 (office)
281-341-8642 (fax)