

RENEWAL TO LICENSE AGREEMENT

Effective Date of Agreement ("Effective Date"): February 15, 2012

Effective Date of Renewal ("Renewal Effective Date"): February 15, 2013

	"Client"	"Infogroup"
Full Company Name	Fort Bend County Library	Infogroup Inc. and its affiliates
Principal Place of Business (address/city/state/zip)	1001 Golfview Dr Richmond, TX 77469	1020 East 1 st Street Papillion, NE 68046
Main Business (billing) Telephone Number	281-342-4455	402-593-4500
Main Contact Name	Monique Franklin	Kam Draper
Main Contact Phone Number	281-342-4455	800-808-1113 ext 61348
Main Contact Email Address	mfranklin@fortbend.lib.tx.us	kam.draper@infogroup.com
Technical Contact Name		Same as Main Contact
Technical Contact Email Address		Same as Main Contact
Contact for Notice		Corporate Counsel
Address for Notice (address/city/state/zip)		1020 East 1 st Street Papillion, NE 68046
Fax Number for Notice		402-836-7640

This "Renewal" is entered into as of Renewal Effective Date and between the parties listed above in accordance with the terms of the License Agreement dated as of the Effective Date listed above (the "Agreement").

The parties agree to renew the Agreement, as follows:

1. Unless otherwise set forth herein, all defined terms shall have the meanings ascribed to them in the Agreement.

2. **Renewal Term:** The term of this Renewal is for one (1) year beginning on the Renewal Effective Date ("Renewal Term"). Thereafter this Agreement shall automatically extend for additional periods of one (1) year each (a "Renewal Term") pursuant to the Agreement unless terminated prior to such extension. If either party does not want the Agreement to automatically extend at the conclusion of a term, then such party shall give the other party written notice to that effect not less than thirty (30) days before the expiration of the existing term.

3. **Fees:** Client agrees to purchase the Products selected below during the Renewal Term. In consideration for the Products Client shall pay Infogroup an annual Fee of \$42,900 within thirty (30) days of the Effective Date. For any Renewal Term, Client shall pay the Fees to Infogroup within thirty (30) days of the anniversary of the Effective Date of each Renewal Term. The Fees due for Renewal Terms are subject to change. If the Fees for a Renewal Term will change from the Initial Term or a previous Renewal Term (if applicable) Infogroup will provide Client with notice of such change.

Purchase Order Number (where applicable): .

4. Authorized Use: Subject to the terms and conditions of the Agreement, Client's subscription includes access to the following Products:

Products	Stand Alone, Network to Workstations Within the Main Location, Network to Additional Sites, and/or Remote Access?
ReferenceUSA™ - US Businesses	Network to Workstations Within the Main Location, Network to Additional Sites, Remote Access
ReferenceUSA™ - US Standard White Pages	Network to Workstations Within the Main Location, Network to Additional Sites, Remote Access
ReferenceUSA™ - US Health Care Providers	Network to Workstations Within the Main Location, Network to Additional Sites, Remote Access
ReferenceUSA™ - Canadian Businesses	Network to Workstations Within the Main Location, Network to Additional Sites, Remote Access
ReferenceUSA™ - Canadian White Pages	Network to Workstations Within the Main Location, Network to Additional Sites, Remote Access
ReferenceUSA™ - New Businesses	Network to Workstations Within the Main Location, Network to Additional Sites, Remote Access
ReferenceUSA™ - New Movers/ New Homeowners	Network to Workstations Within the Main Location, Network to Additional Sites, Remote Access
ReferenceUSA™ - US Consumers/Lifestyles	Network to Workstations Within the Main Location, Network to Additional Sites, Remote Access
Government PowerFinder™	
Number of Prints/Downloads for Internal Access	250
Number of Prints/Downloads for Remote Access	50
Number of Authorized Users	

Technical support and staff training (on-site or via conference call) are included in Client's subscription and are available upon Client's request.

*Remote Access for public libraries is for patrons' personal non-commercial use only.

Account Access Description & Special Terms (if applicable):

5. Except as set forth in this Renewal, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS HEREOF, the parties' duly authorized representatives have executed this Agreement on the Effective Date.

Fort Bend County Library, CLIENT

Signature: _____

Name: _____

Infogroup Inc.

Signature: _____

Name: _____

STEVE LAIRD
PRESIDENT

1.2.2013



ReferenceUSA Division
Phone: 800-808-1113
Fax: 866-511-4691

LICENSE AGREEMENT

"Effective Date": 2/1/12

This License Agreement (the "Agreement") is entered into on the Effective Date between the following parties:

	CLIENT	Infogroup
Full Company Name	Fort Bend County Libraries	Infogroup Inc. and its affiliates ("Infogroup")
Principal Place of Business (address/city/state/zip)	1001 Golfview County Libraries Richmond, TX 77469	5711 South 86 th Circle Omaha, NE 68127
Main Business (billing) Telephone Number	281.342.4455	402-593-4500
Main Contact Name	Monique Franklin	Mitch Eberle
Main Contact Phone Number	281.341.2640	800 808 1113
Main Contact Email Address	mfranklin@fortbend.lib.tx.us	Mitch.Eberle@infogroup.com
Technical Contact Name		Same as Main Contact
Technical Contact Email Address		Same as Main Contact
Contact for Notice		Corporate Counsel
Address for Notice (address/city/state/zip)		5711 South 86 th Circle Omaha, NE 68127

Infogroup provides access to its database(s) through its reference website and research products. The data accessed via the reference website and research products shall be considered "Licensed Data" hereunder. The Licensed Data, reference website and research products are collectively the "Products". Client desires that Infogroup provide Client with access to the Products as set forth herein, on the terms and conditions described in this Agreement. Infogroup and Client agree as follows:

- Term:** The term of this Agreement shall begin on the Effective Date and shall extend for one (1) year (the "Initial Term"), unless extended or earlier terminated in accordance with the Agreement. This Agreement shall automatically extend for additional periods of one (1) year each (a "Renewal Term") following the conclusion of the Initial Term and each Renewal Term, if any, thereafter, unless terminated prior to such extension. If either party does not want the Agreement to automatically extend at the conclusion of a term, then such party shall give the other party written notice to that effect not less than thirty (30) days before the expiration of the existing term.
- License and Use of the Products:** Infogroup grants Client a limited, non-exclusive, non-transferable license to use the Products for research and reference purposes in accordance with all applicable federal, state and local laws, statutes, rules, regulations and ordinances ("Laws"). Client and any users who are authorized under the terms of this Agreement ("Users") are expressly prohibited from (i) sublicensing or reselling the Products; (ii) using or allowing third parties to use the Products for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; (iii) using the Products in any manner not specifically authorized in this Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying or otherwise altering the Products or any part thereof; or (v) printing, downloading, reproducing, copying or scraping data from the Products, except as permitted by the printing or downloading commands of the Products as specified on Schedule A. Client acknowledges that the Products may be accessed through linkage to the Infogroup's reference web site, and that all Users accessing the reference website do so subject to the terms and conditions stated therein. Infogroup reserves the right to modify the terms and conditions located on the reference website at any time.
- Networking, Multiple and/or Simultaneous Use:** The Products cannot be loaded onto a server that reaches outside the walls of the immediate room or research facility of Client. If networking, multiple or simultaneous use is authorized on Schedule A, Client will pay additional Fees for each additional User. If additional Users are added, Client will provide written notice to Infogroup and will pay Infogroup additional fees within thirty (30) days based on the number of additional Users.
- Fees.** Client shall pay Infogroup the non-refundable annual subscription fees ("Fees") listed in Schedule A attached hereto. For any Renewal Term, Client shall pay the Fees listed in Schedule A to Infogroup within thirty (30) days of the anniversary of the Effective Date of each Renewal Term. The Fees due for Renewal Terms are subject to change.
- Termination:** Either party may terminate the Agreement if the other party materially breaches any term or condition of the Agreement and fails to remedy such breach within thirty (30) days after written notice of such breach; or becomes subject to any receivership, insolvency, bankruptcy, moratorium or similar proceeding for more than thirty (30) days. Infogroup may immediately terminate this Agreement if Licensee causes or facilitates any unauthorized use or distribution of the Infogroup Data. Upon termination of this Agreement for any reason Licensee shall cease any and all use of the Products and ensure that all copies of the Products and any related data and information is deleted from its computers and, if applicable, returned to Infogroup no later than five (5) days after termination of this Agreement.
- Client Responsibilities:** Client agrees and warrants that it will use the Products in strict compliance with all applicable Laws and further acknowledges that it is Client's sole responsibility to determine the applicability of such Laws. Client shall indemnify, defend, and hold harmless Infogroup from and against any and all claims by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in investigation or defense, regardless of the theory of liability or the nature of the legal proceeding.



("Damages"), to the extent such Damages arise out of or relate to the following (a) the use of the Products by or through Client; (b) the negligence or willful misconduct of Client or its representatives in the performance of Client's obligations under this Agreement; and (c) any claims related to use of the Products in violation of the terms of this Agreement or applicable Laws.

7. **Warranty; Limitation of Liability.** Neither Infogroup nor any of its information or service providers assures or warrants or assumes any liability for the correctness, comprehensiveness or completeness of any Product. The Products are provided on an "AS IS" basis. INFOGROUP MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE MERCHANTABILITY, SUITABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OR RESULTS TO BE DERIVED FROM THE USE OF ANY LICENSED DATA, PRODUCTS, SOFTWARE OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT.

NEITHER INFOGROUP NOR ITS SUPPLIERS SHALL BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OR "COSTS OF COVER" (INCLUDING, WITHOUT LIMITATION, COSTS OF PROCURING SUBSTITUTE PRODUCTS) WHICH ARISE OUT OF THE PURCHASE, SALE AND/OR USE OF THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY OF SUCH DAMAGES ARISING OUT OF OR IN CONNECTION WITH MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, DEFECTS, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, WHETHER SUCH DAMAGES ARE ASSERTED IN AN ACTION BROUGHT IN CONTRACT, IN TORT OR PURSUANT TO SOME OTHER THEORY AND WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS MADE KNOWN OR WAS FORESEEABLE. Client further acknowledges that Infogroup's maximum aggregate liability to Client under any legal theory (including negligence) for damages arising directly or indirectly out of the licenses granted herein and/or use of the Products will not in any event exceed an amount equal to the Fees actually paid by Client for the affected Product for the twelve (12)-month period immediately preceding the claim.

8. **Governing Law.** The validity and effect of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to its conflict of laws rules. All legal proceedings relating to the subject matter of this Agreement shall be maintained in the state or federal courts sitting in Douglas County, Nebraska and each party agrees that jurisdiction and venue for any such legal proceedings shall lie exclusively with such courts. Notwithstanding the foregoing, Infogroup acknowledges that governmental entities are governed by the laws of the state in which they are organized. As such Infogroup waives enforcement of the portion of this Agreement which requires the use of Nebraska law and Nebraska courts, where Client is a governmental entity.

9. **Intellectual Property Rights.** Infogroup shall be the sole and exclusive owner of all right, title and interest in and to the Products. Except for the limited license granted to Client hereunder, nothing in this Agreement shall be deemed to grant license rights, ownership rights or any other intellectual property rights in any materials owned by Infogroup.

10. **Assignment and Binding Effect.** Client may not assign this Agreement without prior written consent of Infogroup. This Agreement shall be binding upon and shall benefit the parties and their respective successors and permitted assigns.

11. **Non-Solicitation.** During the term of this Agreement and for twelve (12) months thereafter Infogroup and Client shall not directly or indirectly solicit for employment any person employed then or within the preceding twelve (12) months by the other party, without the other party's consent in writing. The foregoing prohibition does not include general public solicitations for employment.

12. **Notices.** Any notices to be given hereunder, including any notice of a change of address, shall be in writing and shall be deemed validly given if (a) delivered personally; (b) sent by overnight or second day express delivery service; or (c) sent by registered or certified mail, postage prepaid, return receipt requested and addressed to such party at the address indicated for such party on the first page of this Agreement or at such other address as a party may indicate in a written notice to the other party.

13. **General.** No amendment of this Agreement shall be valid unless it is in writing and signed by both parties. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party making the waiver. Any waiver of a breach or observance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach. The provisions of Sections 3, 5, 6, 7, 8, 9 and 11 shall survive any expiration or termination of this Agreement. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall be construed as if such invalid or unenforceable provision had never been a part of this Agreement but in a manner so as to carry out as nearly as possible the parties' original intent.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements between the parties regarding such subject matter.

IN WITNESS WHEREOF, the parties' duly authorized representatives have executed this Agreement on the Effective Date.

Fort Bend County Libraries, CLIENT

Signature: _____

Name: Gilbert Jalomo

Title: Purchasing Agent

Date: 1-12-12

Infogroup Inc.

Signature: _____

Name: STEVE LAIRD

Title: PRESIDENT

Date: 1/12/12



**SCHEDULE A
AUTHORIZED USE & SPECIAL TERMS**

ACCOUNT/BILLING PHONE NUMBER: 281.342.4455

CLIENT NAME: Fort Bend County Libraries

INITIAL TERM: one (1) year beginning on 2/15/2012 and expiring on 2/15/2013.

Client agrees to purchase the Products selected below during the Initial Term of the Agreement. In consideration for the Products Client shall pay Infogroup an annual Fee of \$42,900 within thirty (30) days of the Effective Date.

The Fees due for Renewal Terms are subject to change. If the Fees for a Renewal Term will change from the Initial Term or a previous Renewal Term (if applicable) Infogroup will provide Client with notice of such change.

Purchase Order Number (where applicable):

Authorized Use: Subject to the terms and conditions of the Agreement, Client's subscription includes access to the following Products:

	Products	Stand Alone	Network to workstations within the main location	Network to additional sites	Remote Access*
<input checked="" type="checkbox"/>	ReferenceUSA™ - US Businesses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA™ - US Standard White Pages	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA™ - US Health Care Providers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - Canadian Businesses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - Canadian White Pages	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA™ - New Businesses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA™ - New Movers/ New Homeowners	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA™ - US Consumers/Lifestyles	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Government PowerFinder™	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	SecureUSA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of Prints/Downloads for Internal Access			100		
Number of Prints/Downloads for Remote Access			50		
Number of Authorized Users					

Technical support and staff training (on-site or via conference call) are included in Client's subscription and are available upon Client's request.

*Remote Access for public libraries is for patrons' personal non-commercial use only.

Account Access Description & Special Terms (if applicable):

- ☐ Infogroup does have your tax-exempt certificate on file; thus, no taxes will apply.
- ☐ If Client is tax exempt, please fax tax exempt certificate to (402) 596-7688.

ReferenceUSA®

from *infogroup*

10/24/11

To Whom It May Concern:

This letter is in response to your request for a verification statement that we are the sole source provider of the *ReferenceUSA*™ database in the package of information your library has ordered from us. *ReferenceUSA*™ is only available through our company.

ReferenceUSA™ is the sole source of business and household data self compiled by Infogroup. In addition to the 160+ business elements and 220+ household elements, what makes *ReferenceUSA*™ particularly unique is the extensive call verification process of every business in the US, making 60,000 calls a day and over 20 million calls a year. Every business is also issued a proprietary IUSA Number, and is updated on a weekly and monthly basis making the currency second to none. Infogroup also is NCOA certified and an information partner of the USPS, US Census, and Department of Labor further setting itself from the competition. The same data sets power 90% of all navigation systems and the Top 5 US internet search engines (Google, Yahoo, Bing, Ask, AOL).

I would like to take this opportunity to thank you for your support of our information publications and products. We would like very much to hear from you with any comments you would care to make about our efforts to make this product even better for your reference needs. Please don't hesitate to contact me if there is anything else we can do for you.

Sincerely,

Mitch Eberle
Account Manager

InfoGroup
direct: 402.599.4994
cell: 402.981.8210
fax: 866.511.4691
mitch.eberle@infogroup.com

www.infogroup.com



January 2, 2013

Good afternoon Tabitha:

This letter is in response to your request for a verification statement that Infogroup is the sole source provider of the *ReferenceUSA* web-based product and database.

ReferenceUSA is a subscription tool that is only available through Infogroup. The product and database is licensed exclusively to public libraries for the purpose of business research. *ReferenceUSA* sorts and displays data through a proprietary web-based application. Additionally, the data behind the product is compiled completely by Infogroup using a unique, proprietary call-verification methodology, not utilized by any other industry source.

I hope you find this sole source description adequate. If you have any additional questions please do not hesitate to contact me directly.

Sincerely,

Kam Draper
Major Account Executive
800-808-1113 ext 61348