

reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

7. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless EBSCO for any reason are hereby deleted.
8. **Software Assurance.** EBSCO represents and warrants that its software and any related systems and/or services related to its software (collectively, the "Software") furnished by EBSCO to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. EBSCO will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of the EBSCO's Software infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and the EBSCO's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.
9. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by EBSCO in any way associated with the Agreement.
10. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
11. **Governing Law.**
 - a. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
 - b. As required by Chapter 2271, Government Code, EBSCO hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
 - c. By signature below, EBSCO represents pursuant to Section 2252.152 of the Texas Government Code, that EBSCO is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2252.153.
12. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
13. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

EBSCO PUBLISHING, INC.

KP George, County Judge



Authorized Agent – Signature

Date

Alex Saltzman

Authorized Agent- Printed Name

ATTEST:

Senior VP, Inside Sales

Title

Laura Richard, County Clerk

12/2/2020

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A



10 Estes Street
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www.ebsco.com

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Sara.Wheeler@fortbend.lib.tx.us

| Product Name | Begin Date | Expire Date | Price |
|---|------------|-------------|-------------|
| History Reference Center | 02/01/2021 | 01/31/2022 | \$23,199.00 |
| History Reference Center eBook Subscription | 02/01/2021 | 01/31/2022 | Comp |
| NoveList Plus | 02/01/2021 | 01/31/2022 | \$23,786.00 |
| NoveList Select for POLARIS (Non-Direct) | 02/01/2021 | 01/31/2022 | \$14,616.00 |

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|-------|-------------|----------|----------------------|------------------|--------------|------------------------|--------|-----------|---------------|------------|------------|
| 1 | 2001 | 02703065 | 08/01/2021-7/31/2022 | Zoobooks | 708633 | FORT BEND CO LIBRARIES | 1 | Unlimited | 1,250.00 | 628.94 | 621.06 |
| 2 | WMD | 04873736 | 08/01/2021-7/31/2022 | Warrant Day | 717028 | FORT BEND CO LIBRARIES | 1 | 300 Users | 1,095.47 | 547.94 | 547.53 |
| 3 | VOG | 04262501 | 08/01/2021-7/31/2022 | Vogue | 717028 | FORT BEND CO LIBRARIES | 1 | Unlimited | 945.83 | 174.02 | 771.81 |
| 4 | VAN | 07386869 | 08/01/2021-7/31/2022 | Vanity Fair | 717028 | FORT BEND CO LIBRARIES | 1 | 300 Users | 1,890.00 | 943.00 | 947.00 |
| 5 | TVL | 08112067 | 08/01/2021-7/31/2022 | Travel & Leisure | 708607 | FORT BEND CO LIBRARIES | 1 | 100 Users | 3,575.46 | 1,398.74 | 2,176.72 |
| 6 | TLM | 04107933 | 08/01/2021-7/31/2022 | TIME | 708607 | FORT BEND CO LIBRARIES | 1 | 100 Users | 3,735.90 | 1,467.94 | 2,267.96 |
| 7 | S.V | 00384365 | 08/01/2021-7/31/2022 | Southern Living | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 1,258.74 | 629.36 | 629.38 |
| 8 | EST | 0385791X | 08/01/2021-7/31/2022 | Estimote | 717028 | FORT BEND CO LIBRARIES | 1 | Unlimited | 554.13 | 262.06 | 292.07 |
| 9 | RAN | 07386856 | 08/01/2021-7/31/2022 | Ranger Rick | 717028 | FORT BEND CO LIBRARIES | 1 | Unlimited | 877.90 | 418.96 | 458.94 |
| 10 | RKX | 15013347 | 08/01/2021-7/31/2022 | RKX | 717028 | FORT BEND CO LIBRARIES | 1 | 300 Users | 1,049.47 | 531.74 | 517.73 |
| 11 | CEA | 15082914 | 08/01/2021-7/31/2022 | CEA | 717028 | FORT BEND CO LIBRARIES | 1 | Unlimited | 4,200.00 | 2,100.00 | 2,100.00 |
| 12 | PVN | 15093105 | 08/01/2021-7/31/2022 | PVN | 717028 | FORT BEND CO LIBRARIES | 1 | Unlimited | 314.83 | 157.42 | 157.41 |
| 13 | POP | 01617290 | 08/01/2021-7/31/2022 | POP | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 349.13 | 174.36 | 174.77 |
| 14 | POP | 00343338 | 08/01/2021-7/31/2022 | POP | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 1,049.47 | 504.74 | 544.73 |
| 15 | POP | 00343338 | 08/01/2021-7/31/2022 | POP | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 4,574.94 | 2,457.46 | 2,117.48 |
| 16 | PEO | 00387873 | 08/01/2021-7/31/2022 | PEO | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 1,215.90 | 607.46 | 608.44 |
| 17 | NYS | 15081701 | 08/01/2021-7/31/2022 | NYS | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 1,974.83 | 787.42 | 787.41 |
| 18 | NYS | 0028792X | 08/01/2021-7/31/2022 | NYS | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 839.88 | 419.80 | 419.88 |
| 19 | NKY | 0028792X | 08/01/2021-7/31/2022 | NKY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 839.88 | 419.80 | 419.88 |
| 20 | MNY | 10344366 | 08/01/2021-7/31/2022 | MNY | 717028 | FORT BEND CO LIBRARIES | 1 | 300 Users | 412.88 | 209.42 | 203.41 |
| 21 | LDY | 10311461 | 08/01/2021-7/31/2022 | LDY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 314.83 | 157.42 | 157.41 |
| 22 | HQN | 10862433 | 08/01/2021-7/31/2022 | HQN | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 6,720.00 | 3,360.00 | 3,360.00 |
| 23 | HQB | 10862433 | 08/01/2021-7/31/2022 | HQB | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 456.63 | 218.32 | 218.31 |
| 24 | HQB | 10862433 | 08/01/2021-7/31/2022 | HQB | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 1,049.47 | 504.74 | 544.73 |
| 25 | HACD | 14481570 | 08/01/2021-7/31/2022 | HACD | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 1,653.00 | 819.00 | 834.00 |
| 26 | GSH | 0017288X | 08/01/2021-7/31/2022 | GSH | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 1,049.47 | 504.74 | 544.73 |
| 27 | RBE | 00159914 | 08/01/2021-7/31/2022 | RBE | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 1,750.00 | 875.00 | 875.00 |
| 28 | RBE | 00159914 | 08/01/2021-7/31/2022 | RBE | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 1,259.58 | 629.96 | 629.62 |
| 29 | RBY | 00159914 | 08/01/2021-7/31/2022 | RBY | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 2,537.90 | 1,468.96 | 1,068.94 |
| 30 | RBY | 00159914 | 08/01/2021-7/31/2022 | RBY | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 1,554.00 | 777.00 | 777.00 |
| 31 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 2,517.90 | 1,258.96 | 1,258.94 |
| 32 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 949.48 | 174.74 | 174.74 |
| 33 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 1,049.47 | 504.74 | 544.73 |
| 34 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 417.90 | 209.96 | 207.94 |
| 35 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 1,008.00 | 504.00 | 504.00 |
| 36 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 349.83 | 174.92 | 174.91 |
| 37 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 3,770.24 | 1,885.36 | 1,884.88 |
| 38 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 454.68 | 218.48 | 218.50 |
| 39 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 1,549.74 | 774.87 | 774.87 |
| 40 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 607.00 | 303.50 | 303.50 |
| 41 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 509.00 | 152.00 | 152.00 |
| 42 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 1,464.47 | 732.24 | 732.23 |
| 43 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 1,495.67 | 747.84 | 747.83 |
| 44 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 875.90 | 437.95 | 437.95 |
| 45 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 885.74 | 442.87 | 442.87 |
| 46 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 428.75 | 214.38 | 214.37 |
| 47 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 55.48 | 28.24 | 28.24 |
| 48 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 949.81 | 174.92 | 174.91 |
| 49 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 410.00 | 205.00 | 205.00 |
| 50 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 172.46 | 78.66 | 78.66 |
| 51 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 699.83 | 349.92 | 349.91 |
| 52 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 949.81 | 474.91 | 474.90 |
| 53 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 699.83 | 349.92 | 349.91 |
| 54 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 419.13 | 209.56 | 209.57 |
| 55 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | 300 Users | 1,049.47 | 514.74 | 534.73 |
| 56 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 437.50 | 218.76 | 218.74 |
| 57 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 1,794.27 | 897.14 | 897.13 |
| 58 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 172,400.24 | 86,200.12 | 86,200.12 |
| 59 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 51,846.26 | 25,923.13 | 25,923.13 |
| 60 | ENY | 04093834 | 08/01/2021-7/31/2022 | ENY | 708606 | FORT BEND CO LIBRARIES | 1 | Unlimited | 874,497.71 | 437,248.86 | 437,248.85 |

Additional Adult Titles to be selected



Lawson Reg #
192773

October 1st, 2020

RE: Sole Source Statement

Dear Ms. Sara Wheeler

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Exhibit B

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IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice, Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Stam, EBSCO Publishing, 10 Estes Street, Ipswich, MA 01938; phone: 978-356-6500; fax: 978-356-5191; email: kstam@ebSCO.com. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

VI. GENERAL

A. Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the EBSCO License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described here.

F. EBSCO grants to the Licensee a non-transferable right to utilize any IP addresses provided by EBSCO to Licensee to be used with the Services. EBSCO does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Services, the Licensee's right to utilize such IP addresses will cease.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO LIBRARY eCONTENT AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and EBSCO Publishing, Inc., ("EBSCO"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties have previously executed and accepted that certain LIBRARY eCONTENT AGREEMENT ("Agreement" attached hereto as Exhibit "1" and incorporated by reference), for use of EBSCO's History Reference Center, NoveList Plus, Flipster, and NoveList Select for POLARIS software ("Software");

WHEREAS, EBSCO is the sole source provider for the Software; and

WHEREAS, County desires to purchase an annual subscription for the fiscal year 2019 for use of the Software at a cost of \$88,405.91 as provided by OrderID WSR361277 attached hereto as Exhibit "2" and incorporated by reference.

NOW THEREFORE, the following changes are incorporated as if a part of the Agreement:

1. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
2. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
3. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
4. **Confidential Information.** EBSCO expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T. CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by EBSCO shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless EBSCO for any reason are hereby deleted.
6. **Software Assurance.** EBSCO represents and warrants that its software and any related systems and/or services related to its software (collectively, the "Software") furnished by EBSCO to County will not infringe upon or violate any patent, copyright, trademark, trade

secret, or any other proprietary right of any third party. EBSCO will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of the EBSCO's Software infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and the EBSCO's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.

7. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by EBSCO in any way associated with the Agreement.
8. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
9. **Governing Law.**
 - a. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
 - b. As required by Chapter 2270, Government Code, EBSCO hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
 - c. By signature below, EBSCO represents pursuant to Section 2252.152 of the Texas Government Code, that EBSCO is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
10. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
11. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

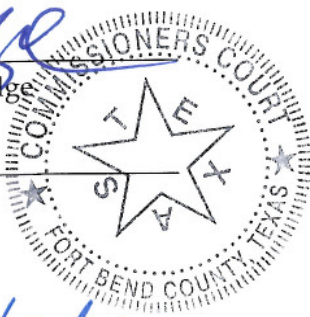
FORT BEND COUNTY

KP George
KP George, County Judge

3-26-2019
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



EBSCO PUBLISHING, INC.

Alex Saltzman
Authorized Agent - Signature

Alex Saltzman
Authorized Agent- Printed Name

Senior Vice President of Inside Sales
Title

March 12, 2019
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 88,405.91 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit 1

Rx: 165426

October 2nd, 2018

RE: Sole Source Statement

Dear Ms. Teresa Thiim,

Please accept this letter as formal notice that EBSCO Information Services is the sole source provider of Novelist Plus, Novelist Select, Flipster and History Reference Center via the EBSCOhost[®] proprietary search platform.

Should you have any questions or require further assistance, please do not hesitate to contact me at your convenience.

Sincerely,
Ariele Pappalimberis

Ariele Pappalimberis
Account Executive
EBSCO Information Services
arpappalimberis@ebSCO.com

LIBRARY ECONTENT AGREEMENT

This **Library eContent Agreement** (this "Agreement") is by and between Library ("Library") and EBSCO Publishing, Inc., an Alabama corporation ("EBSCO").

Whereas, EBSCO has acquired certain rights to convert various electronic books, audiobooks and other works to electronic format and to market and distribute the works as converted as eContent, and EBSCO operates an electronic library service for hosting and managing eContent and other materials over the Internet.

Whereas, Library desires to purchase licenses, subscriptions, or both, to certain eContent, subject to the terms and conditions described in this Agreement.

In consideration of the mutual covenants and obligations set forth below, the parties agree as follows.

A. Definitions.

Terms defined within this Agreement have the respective meanings attributed to them throughout this Agreement or in this Section A. Any defined term may be used in the singular and in the plural, as appropriate in the context.

1. An "Affiliate" in the case of a company, is any company that is an affiliate, a subsidiary or a division of the company in which the company controls 50% or more of the voting stock or equity interest.
2. "Audiobooks(s)" mean EBSCO's electronic versions of certain audiobooks and other works to which EBSCO has acquired certain rights.
3. "eBook(s)" mean EBSCO's electronic versions of certain electronic books and other works to which EBSCO has acquired certain rights.
4. "EBSCOhost" means the website operated by EBSCO and open to the general public in order to provide information about EBSCO's products and services.
5. "eContent" means Audiobooks, eBooks, or both, as applicable, depending on the context and the Library's purchases.
6. "eContent Collection(s)" means a collection of eContent that EBSCO has grouped together for purchase or Subscription sales.
7. The "eContent License" means a license to use the relevant eContent.
8. "Library's EBSCOhost" means the website operated by EBSCO and open to Library and Patrons in order to access and use eContent Licensed to Library.
9. A "MARC Record" means an electronic record containing metadata and other relevant information about the corresponding eContent.
10. "Patrons" mean Library's registered faculty, members, patrons, students, and other authorized users, including both onsite users and remote users. Except in the case of a company, Patrons are individuals and may not be corporations or other entities. In the case of a company, Patrons means Library's employees, independent contractors and other authorized users or Affiliates. For purposes of this Agreement, if the Library is a company, then Library will be responsible for the acts and omissions of its Patrons, its Affiliates and its Affiliates' Patrons as if such were employees of Library or Library itself.
11. "Platform Services" mean EBSCO's services related to Library's ongoing access to and use of purchased eContent or eContent Collections, or both, via the Internet and Library's EBSCOhost.
12. A "Subscription" means a license for access to the eContent Collection for a specified time period on the

basis described in Exhibit A. A Subscription may include a lease of eContent.

13. "Subscription Price" means the price established for the license for access to the eContent Collection for the specified time period.

B. Library and Patron Usage.

1. Copyrighted Works.

a. Library acknowledges and agrees that the copyright to the eContent is owned by or licensed to EBSCO and the respective publisher thereof. All Rights Reserved. By purchasing a license to eContent, Library obtains certain rights to access and use a copy of the eContent under this Agreement, but Library does not obtain or own any rights in the copyrights or any other intellectual property rights that may be associated with the eContent. Library agrees that any use of eContent by Library and its Patrons is governed by and will comply with applicable laws, including without limit U.S. copyright laws. Library acknowledges that it and its Patrons have no right to make copies of any eContent, or any portions thereof, except to the extent permitted by applicable copyright laws. Library may print or download limited portions of eContent, where such functionality is available, for the purposes of fulfilling interlibrary loan requests as long as those actions comply with Section 108 of the U.S. Copyright Act of 1976, as amended.

b. Library acknowledges and agrees that repeated violations by Library or Patrons of copyright or other intellectual property right of EBSCO or any third party will give EBSCO the right to terminate this Agreement for cause.

2. Limiting Access Measures.

Library will be solely responsible for determining which Patrons will have access to Library's EBSCOhost under this Agreement. Library agrees to implement appropriate measures to limit the use of eContent through access by Patrons ("Limiting Access Measures") within a reasonable time frame. Limiting Access Measures may change from time to time and include, but are not limited to, remote patron authentication applications, authentication through protected IP addresses, a patterned identification check and privileged user accounts. EBSCO, in its sole discretion, may discontinue Library's access to Library's EBSCOhost if Library fails to implement Limiting Access Measures within a reasonable timeframe. Except for standard fees charged by Library to Patrons, Library will not charge any Patron for use of Library's EBSCOhost.

3. Terms of Use.

The use of Library's EBSCOhost by Library and Patrons will be governed by the "Terms of Use" currently available at <http://support.ebsco.com/ehost/terms.html>, as they may be amended from time to time, which are incorporated in this Agreement by reference. If a Library or a Patron violates the Terms of Use, EBSCO reserves the right, in its sole discretion, to suspend Library's or the Patron's access to and use of

Library's EBSCOhost. Library acknowledges and agrees that, in the case of repeated or persistent violations, EBSCO may terminate this Agreement. As between EBSCO and Library, the terms of this Agreement will prevail over any inconsistent provision of the Terms of Use, and no change in the Terms of Use will be applied to materially adversely affect Library's rights under this Agreement. If Library uses Adobe Content Server then Library agrees to abide by the Adobe Content Server terms of use.

4. MARC Records.

EBSCO and Library agree that for MARC Records that are the property of OCLC; Library may use these OCLC MARC Records only for its own internal purposes as further described in Exhibit D.

- a. If Library makes an eContent Subscription purchase under Exhibit A, then as part of the relevant Subscription Price; EBSCO will provide Library with one copy of the MARC Record that corresponds to each piece of eContent included in the Subscription purchased by Library.
- b. If Library makes an eContent purchase under Exhibit B, EBSCO will provide Library with one copy of the MARC Record that corresponds to each eContent license purchased by Library.

C. Termination.

1. Termination Without Cause.

Either party may terminate this Agreement without cause by giving the other party at least sixty (60) days prior written notice of its intent to do so.

2. Termination for Cause.

Either party may terminate this Agreement for cause at any time by providing the other party with prior written notice of the occurrence of any of the following events:

- a. a party fails to timely pay any amounts due and payable, provided that the nonpayment is not cured within ten (10) days of the notice; or
- b. a party breaches any material provision of this Agreement provided that the breach cannot be, or is not, cured within sixty (60) days of the notice.

3. Survival.

All terms of this Agreement that are intended to survive termination for any reason of this Agreement will so survive, including without limit Section(s) B.1., B.2., D., E., F., H.4., and H.8.

D. Limited Warranty.

EBSCO warrants that EBSCO has the necessary authority to license the eContent to Library and, if applicable, to provide Platform Services to Library. EBSCO warrants that it will use its commercially reasonable efforts to provide Platform Services as described in Exhibit C. of this Agreement.

E. Warranty Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION D. ABOVE, LIBRARY'S EBSCOHOST, PLATFORM SERVICES, AND ECONTENT LICENSED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND EBSCO AND ITS CONTENT PROVIDERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMIT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER EBSCO NOR ITS CONTENT PROVIDERS WARRANTS, GUARANTEES OR MAKES ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF LIBRARY'S EBSCOHOST OR ECONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EBSCO OR ITS EMPLOYEES WILL

CREATE A REPRESENTATION OR WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF EBSCO'S OBLIGATIONS, AND LIBRARY MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

F. Limitation on Liability.

Neither party will claim special, incidental, indirect, or consequential damages, including without limit lost profits, for breach of this Agreement. This limitation will also apply to any claims brought against EBSCO's content providers. Remedies are limited to claims for amounts due, for injunctive relief only as provided, or for direct damages. A party's aggregate liability for any and all claims, losses, liabilities, and demands arising, whether for breach of contract, in tort or otherwise, are limited to the total amount of eContent License Fees paid by Library to EBSCO, during the 12-month period immediately preceding the date on which the claim first arose.

G. Payment Terms.

All fees and charges are due and payable thirty (30) days from the date of the related invoice unless otherwise specified on the Product Order Form and agreed to by EBSCO. EBSCO may deny Library and Patrons access to Library's EBSCOhost until the unpaid invoice is paid in full.

H. Other Provisions.

1. Entire Agreement.

All exhibits referred to in this Agreement are incorporated in this Agreement by reference. This Agreement sets forth the entire agreement between the parties with respect to the subject matter of the Agreement. This Agreement governs all orders for purchases of eContent, Subscriptions to eContent Collections, or both placed by Library during the Term.

2. Modification or Amendment

Any modification or amendment of this Agreement must be in writing and signed by a duly authorized representative of each party. For clarification, no term contained in a purchase order or other similar document submitted to EBSCO by Library will be binding on the parties.

3. Assignment.

Neither party may sell, assign, transfer or convey this Agreement or any rights and obligations without the prior written consent of the other party, which will not be unreasonably withheld. But, EBSCO may assign or transfer this Agreement to an affiliated company or to a third party that acquires substantially all of its assets upon written notice to the Library.

4. Governing Law. This Agreement will be governed by the laws of the Commonwealth of Massachusetts, U.S.A. without regard to any conflict of laws or provisions contained in this Agreement, except as to copyright, trademark and other intellectual property matters, which are exclusively governed by the laws of the United States and any applicable international conventions. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods, however designated, will not apply to this Agreement. EBSCO and Library agree that any action arising from or out of the negotiations, execution, interpretation or enforcement of this Agreement may be brought in the state or federal courts located in the Commonwealth of Massachusetts, U.S.A. Library hereby consents to jurisdiction and venue in the state and federal courts in Commonwealth of Massachusetts, U.S.A.

5. Severability.

If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and in lieu of any provision of this Agreement that is illegal, invalid or unenforceable, there will be added as

a part of this Agreement a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

6. Force Majeure.

Neither party will be liable for, or have the right to terminate this Agreement as a result of, any delays or failures to perform any of its obligations under the Agreement to the extent that the delays or failures are due to circumstances beyond its reasonable control, including without limit acts of God; strikes; riots; acts of war; power failures; and functions or malfunctions of the Internet, telecommunications services, firewalls, encryption systems, and security devices; or governmental regulations imposed .

7. Waiver.

The waiver by either party of any right granted under this Agreement will not be deemed a waiver of any other right granted under this Agreement, or a precedent for any subsequent waiver.

8. Notices.

Any notice, demand, request, consent, approval or other communication (collectively, "Notices") required or permitted to be given under this Agreement will be in writing and sent by hand delivery, special courier capable of confirming receipt, United States Mail (certified mail, return receipt requested), or facsimile. The parties acknowledge and agree that a Notice might not be deemed effective if receipt is not confirmed. Notices will be sent to Library at the Mailing Address specified on the Product Order Form. Notices will be sent to EBSCO at the following address:

| | |
|------------|------------------------|
| | EBSCO Publishing, Inc. |
| Address: | 10 Estes Street |
| Address: | Ipswich, MA 01938 |
| Attention: | Sales Management |
| Telephone: | (978) 356-6500 |
| Facsimile: | (978) 356-6565 |

EXHIBIT A TO LIBRARY ECONTENT AGREEMENT – ECONTENT SUBSCRIPTION PURCHASE

A. Subscriptions to eContent Collection(s).

1. Purchase of Subscriptions to eContent Collection(s).
 - a. During the Term of the Agreement, Library may select and purchase Subscriptions to eContent Collection(s) in accordance with EBSCO's then current ordering practices. Each final order of Subscriptions to eContent Collection(s), as evidenced by a Product Order Form or online order, is incorporated in this Agreement by reference.
 - b. As EBSCO adds additional eContent Collection(s) or changes the terms and/or prices for existing eContent Collection(s), the EBSCO Subscription Prices are subject to change. However, in no case will changes to the EBSCO Subscription Prices be applied retroactively to existing Subscriptions.

c. Payment of the Subscription Fee allows Library to access the eContent Collection on Library's EBSCOhost website and receive Platform Services for such eContent for the term of the subscription.

B. Additional Subscription Terms for eContent Collection(s).

1. All purchases of Subscriptions are final.
2. A library or other organization that purchases a Subscription will receive a license to access the eContent Collection. The library or other organization will not own any other rights in the eContent Collection.
3. Except as specified in the Agreement and the Product Order Form, there are no other Subscription Terms for eContent Collection(s). In the event of a conflict between the Agreement and the Product Order Form, the Product Order Form will control.

EXHIBIT B TO LIBRARY ECONTENT AGREEMENT – ECONTENT PURCHASE

A. eContent Purchases.

1. Purchase of eContent Licenses.

During the Term of the Agreement, Library may select and purchase eContent Licenses in accordance with EBSCO's then current ordering practices. EBSCO will make the eContent Licenses available to Library according to EBSCO's agreements with its content providers, and partners. Each final order of eContent Licenses, as evidenced by a Product Order Form or online order, is incorporated in this Agreement by reference. All purchases of eContent are final. A purchase of an eContent License entitles the Library to receive Platform Services for Purchased eContent.

2. **Archive Services.** EBSCO shall maintain a digital archive of all eBooks purchased by a Library. In the event that EBSCO is no longer able to provide access to the eBooks as contemplated under this Agreement, Library may be provided copies or access the eBooks via this archive.

3. Library and Patrons will access Platform Services via Library's Internet connection, which will be Library's expense and responsibility.

4. **Removing and Reinstating purchased eContent**
 a. Library may elect to have any purchased eContent removed from Library's EBSCOhost, by providing EBSCO with written notice of the election.

b. Library may elect to have any purchased eContent reinstated to Library's EBSCOhost, by providing EBSCO with written notice of the election.

5. Notwithstanding any other provision of this Agreement, if EBSCO terminates this Agreement for cause under Section C.2. of the Agreement, then EBSCO's obligation to provide eContent and Platform Services will expire.

B. Patron Access.

Library will implement and maintain Limiting Access Measures, based on EBSCO's standard systems, which will control Patrons' access to Library's EBSCOhost.

EXHIBIT C TO LIBRARY ECONTENT AGREEMENT – ADDITIONAL TERMS APPLICABLE TO LIBRARIES THAT PARTICIPATE IN CONSORTIUM
SHARED COLLECTION PURCHASES

For Libraries that participate in Consortium Shared Collection purchases, the following provisions shall apply in addition to those set forth above.

A. Definitions.

1. "Consortium" is an institution that desires to purchase and market eContent and Platform Services to and for Libraries via a Shared Collection.
2. The "Shared Collection(s)" means a collection(s) of eContent licensed to Consortium for access and use by Consortium, participating Libraries, and their Patrons under the terms and conditions of this Agreement; nothing in this Agreement is intended to grant Library any rights in the Shared Collection(s) without completion of appropriate paperwork and payment of related fees.

B. Shared Collections.

1. Shared Collection(s) Access. If a Consortium is purchasing Shared Collection(s) the following shall apply:

EBSCO will only permit access to and use of Consortium's Shared Collection(s) by a Library and the Library's Patrons if:

- a. Consortium has agreed to this Agreement,
 - b. Consortium has given EBSCO written notice that Consortium is willing to allow the Library to access a particular Shared Collection, and
 - c. the Library has agreed to be bound by this Agreement.
- Until all of these conditions have been satisfied, EBSCO will have no obligation to permit the Library to access any Shared Collection of Consortium.
2. Provision of Platform Services. In the case of a Consortium, Library and Patrons will access the Shared Collection(s) through Library's EBSCOhost.

EXHIBIT D TO LIBRARY ECONTENT AGREEMENT – GUIDELINES FOR THE USE AND TRANSFER OF OCLC-DERIVED RECORDS

Revision of June 2, 2010

The parties agree that the WorldCat Record Use and Data Licensing Policy located here shall apply to the use and transfer of OCLC-derived records: <https://www.oclc.org/en-AU/worldcat/community/record-use.html>

Library does not, as a result of its use of the OCLC-Created MARC Records or any other circumstance, obtain any ownership of or Intellectual property rights in or to the OCLC-Created MARC Records.

EBSCO LICENSE AGREEMENT

By using the services available at this site or by making the services available to Authorized Users, the Authorized Users and the Licensee agree to comply with the following terms and conditions (the "Agreement"). For purposes of this Agreement, "EBSCO" is EBSCO Publishing, Inc.; the "Licensee" is the entity or institution that makes available databases and services offered by EBSCO; the "Sites" are the Internet websites offered or operated by Licensee from which Authorized Users can obtain access to EBSCO's Databases and Services; and the "Authorized User(s)" are employees, students, registered patrons, walk-in patrons, or other persons affiliated with Licensee or otherwise permitted to use Licensee's facilities and authorized by Licensee to access Databases or Services. "Authorized User(s)" do not include alumni of the Licensee. "Services" shall mean EBSCOhost, EBSCOhost Integrated Search, EBSCO Discovery Service EBSCO eBooks, Flipster, PrepSTEP and related products to which Licensee has purchased access or a subscription. "Services" shall also include audio books and eBooks to which a Licensee has purchased access or a subscription and periodicals to which Licensee has purchased a subscription. "Databases" shall mean the products made available by EBSCO. EBSCO disclaims any liability for the accuracy, completeness or functionality of any material contained herein, referred to, or linked to. Publication of the servicing information in this content does not imply approval of the manufacturers of the products covered. EBSCO assumes no responsibility for errors or omissions nor any liability for damages from use of the information contained herein. Persons engaging in the procedures included herein do so entirely at their own risk.

I. LICENSE

A. EBSCO hereby grants to the Licensee a nontransferable and non-exclusive right to use the Databases and Services made available by EBSCO according to the terms and conditions of this Agreement. The Databases and Services made available to Authorized Users are the subject of copyright protection, and the original copyright owner (EBSCO or its licensors) retains the ownership of the Databases and Services and all portions thereof. EBSCO does not transfer any ownership, and the Licensee and Sites may not reproduce, distribute, display, modify, transfer or transmit, in any form, or by any means, any Database or Service or any portion thereof without the prior written consent of EBSCO, except as specifically authorized in this Agreement.

B. The Licensee is authorized to provide on-site access through the Sites to the Databases and Services to any Authorized User. The Licensee may not post passwords to the Databases or Services on any publicly indexed websites. The Licensee and Sites are authorized to provide remote access to the Databases and Services only to their patrons as long as security procedures are undertaken that will prevent remote access by institutions, employees at non-subscribing institutions or individuals, that are not parties to this Agreement who are not expressly and specifically granted access by EBSCO. For the avoidance of doubt, if Licensee provides remote access to individuals on a broader scale than was contemplated at the inception of this Agreement then EBSCO may hold the Licensee in breach and suspend access to the Database(s) or Services. **Remote access to the Databases or Services is permitted to patrons of subscribing institutions accessing from remote locations for personal, non-commercial use. However, remote access to the Databases or Services from non-subscribing institutions is not allowed if the purpose of the use is for commercial gain through cost reduction or avoidance for a non-subscribing institution.**

C. Licensee and Authorized Users agree to abide by the Copyright Act of 1976 as well as by any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the Databases or Services. Pursuant to these terms and conditions, the Licensee and Authorized Users may download or print limited copies of citations, abstracts, full text or portions thereof, provided the information is used solely in accordance with copyright law. Licensee and Authorized Users may not publish the information. Licensee and Authorized Users shall not use the Database or Services as a component of or the basis of any other publication prepared for sale and will neither duplicate nor alter the Databases or Services or any of the

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| History Reference Center | 02/01/2019 | 01/31/2020 | \$20,269.00 |
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|---|--------------|---------------|---|----------|--------------|----------|--------------------------|-------------------------|------------|------------------------|
| Ask | 1 | 1 | Cricket Media | 15354105 | Unlimited | 1.0 year | Family & Kids | \$283.34 | \$141.67 | \$141.67 |
| The Atlantic | 1 | 1 | Atlantic Media Inc. | 10727825 | 500 SIMUsers | 1.0 year | News & Politics | \$385.88 | \$192.94 | \$192.94 |
| Boys' Life | 1 | 1 | Boy Scouts of America | 68608 | Unlimited | 1.0 year | Family & Kids | \$755.62 | \$377.81 | \$377.81 |
| Car & Driver | 1 | 1 | Hearst Magazines, a division of Hearst | 85002 | 500 SIMUsers | 1.0 year | Automotive | \$944.53 | \$472.26 | \$472.26 |
| Coloring Book for Grown Ups: Creative Patterns for Adults | 1 | 1 | Blue Star Coloring | | Unlimited | 1.0 year | Hobbies, Interests & DIY | \$1,023.75 | \$511.88 | \$511.88 |
| Comics & Gaming Magazine | 1 | 1 | Comics & Gaming Magazine | 22904093 | Unlimited | 1.0 year | Comics | \$945.00 | \$472.50 | \$472.50 |
| Cooking Light | 1 | 1 | Time Inc. | 8864446 | 100 SIMUsers | 1.0 year | Food & Cooking | \$756.00 | \$378.00 | \$378.00 |
| Country Living | 1 | 1 | Hearst Magazines, a division of Hearst | 7322569 | 500 SIMUsers | 1.0 year | Home & Garden | \$944.53 | \$472.26 | \$472.26 |
| Discovery Girls | 1 | 1 | Discovery Girls | 13353230 | Unlimited | 1.0 year | Family & Kids | \$869.40 | \$434.70 | \$434.70 |
| Ebony | 1 | 1 | Ebony Media Operations, LLC | 129011 | Unlimited | 1.0 year | Lifestyle | \$566.62 | \$283.31 | \$283.31 |
| Entertainment Weekly | 1 | 1 | Time Inc. | 10490434 | 100 SIMUsers | 1.0 year | Entertainment | \$2,266.11 | \$1,133.06 | \$1,133.06 |
| Essence | 1 | 1 | Time Inc. | 140880 | 100 SIMUsers | 1.0 year | Women's Interest | \$831.60 | \$415.80 | \$415.80 |
| Field & Stream | 1 | 1 | Bonnier Corporation | 15548066 | Unlimited | 1.0 year | Sports | \$314.53 | \$157.26 | \$157.26 |
| Food Network Magazine | 1 | 1 | Hearst Magazines, a division of Hearst | 1944723X | 500 SIMUsers | 1.0 year | Food & Cooking | \$944.53 | \$472.26 | \$472.26 |
| Forbes | 1 | 1 | Forbes Inc. | 156914 | 500 SIMUsers | 1.0 year | Business | \$1,133.62 | \$566.81 | \$566.81 |
| Girls' Life | 1 | 1 | Girls' Life Acquisitions Corp. | 10783326 | Unlimited | 1.0 year | Teens | \$566.62 | \$283.31 | \$283.31 |
| Good Housekeeping | 1 | 1 | Hearst Magazines, a division of Hearst | 0017209X | 500 SIMUsers | 1.0 year | Home & Garden | \$944.53 | \$472.26 | \$472.26 |
| Health | 1 | 1 | Communications, Inc. | 1059938X | 100 SIMUsers | 1.0 year | Fitness & Health | \$603.67 | \$301.83 | \$301.83 |
| Hello | 1 | 1 | Highlights for Children, Inc. | 21660514 | Unlimited | 1.0 year | Family & Kids | \$629.37 | \$314.69 | \$314.69 |
| High Five | 1 | 1 | Highlights for Children, Inc. | 19431465 | Unlimited | 1.0 year | Family & Kids | \$542.43 | \$271.22 | \$271.22 |
| High Five Bilingüe | 1 | 1 | Highlights for Children, Inc. | 23784407 | Unlimited | 1.0 year | Family & Kids | \$629.37 | \$314.69 | \$314.69 |
| Highlights | 1 | 1 | Highlights for Children, Inc. | 0018165X | Unlimited | 1.0 year | Family & Kids | \$542.43 | \$271.22 | \$271.22 |
| House Beautiful | 1 | 1 | Hearst Magazines, a division of Hearst | 186422 | 500 SIMUsers | 1.0 year | Home & Garden | \$944.53 | \$472.26 | \$472.26 |
| Kiplinger's Personal Finance | 1 | 1 | Communications, Inc. | 15289729 | Unlimited | 1.0 year | Business | \$377.21 | \$188.61 | \$188.61 |
| Ladybug | 1 | 1 | Kiplinger Washington Editors Inc. | 10514961 | Unlimited | 1.0 year | Family & Kids | \$283.34 | \$141.67 | \$141.67 |
| Men's Health | 1 | 1 | Cricket Media | 10544836 | 50 SIMUsers | 1.0 year | Fitness & Health | \$377.84 | \$188.92 | \$188.92 |
| Money | 1 | 1 | Rodale Inc. | 19494953 | 100 SIMUsers | 1.0 year | Business | \$1,585.71 | \$792.86 | \$792.86 |
| Motor Trend | 1 | 1 | Time Inc. | | Unlimited | 1.0 year | Business | \$141.59 | \$70.80 | \$70.80 |
| The New Yorker | 1 | 1 | TEN: The Enthusiast Network, Inc. f/k/a Source Interlink Media, LLC | 272094 | Unlimited | 1.0 year | Automotive | \$1,417.24 | \$708.67 | \$708.67 |
| Newsweek en Español | 1 | 1 | Condé Nast Publications | 0028792X | Unlimited | 1.0 year | News & Politics | \$151.20 | \$75.60 | \$75.60 |
| Newsweek Global | 1 | 1 | News for America LLC | 10913416 | Unlimited | 1.0 year | News & Politics | \$1,575.00 | \$787.50 | \$787.50 |
| O, The Oprah Magazine | 1 | 1 | Hearst Magazines, a division of Hearst | 15313247 | 500 SIMUsers | 1.0 year | Lifestyle | \$944.53 | \$472.26 | \$472.26 |
| People | 1 | 1 | Communications, Inc. | 937673 | 100 SIMUsers | 1.0 year | Entertainment | \$4,387.45 | \$2,193.72 | \$2,193.72 |
| People en Español | 1 | 1 | Time Inc. | 10965750 | 100 SIMUsers | 1.0 year | Entertainment | \$754.87 | \$377.43 | \$377.43 |

| | | | | | | | | | | |
|------------------------|---|---|---|-----------|--------------|----------|--------------------------|------------|------------|------------|
| Popular Mechanics | 1 | 1 | Hearst Magazines, a division of Hearst Communications, Inc. | 324558 | 500 SIMUsers | 1.0 year | Science & Technology | \$944.53 | \$472.26 | \$472.26 |
| Popular Science | 2 | 1 | Bonnier Corporation | 1617370 | Unlimited | 1.0 year | Science & Technology | \$314.21 | \$157.11 | \$157.11 |
| Prevention | 1 | 1 | Roadie Inc. | 328006 | 50 SIMUsers | 1.0 year | Fitness & Health | \$378.00 | \$189.00 | \$189.00 |
| Ranger Rick | 1 | 1 | National Wildlife Federation | 7386656 | Unlimited | 1.0 year | Family & Kids | \$754.11 | \$377.06 | \$377.06 |
| Real Simple | 1 | 1 | Time Inc. | 15281701 | 100 SIMUsers | 1.0 year | Lifestyle | \$1,094.31 | \$547.16 | \$547.16 |
| Redbook | 1 | 1 | Hearst Magazines, a division of Hearst Communications, Inc. | 342106 | 500 SIMUsers | 1.0 year | Lifestyle | \$944.53 | \$472.26 | \$472.26 |
| Southern Living | 1 | 1 | Time Inc. | 384305 | 100 SIMUsers | 1.0 year | Travel & Regional | \$754.11 | \$377.06 | \$377.06 |
| Sports Illustrated | 1 | 1 | Time Inc. | 0038822X | 100 SIMUsers | 1.0 year | Sports | \$3,362.31 | \$1,681.16 | \$1,681.16 |
| Teen Vogue | 1 | 1 | Conde Nast Publications | 154022215 | Unlimited | 1.0 year | Teens | \$157.34 | \$78.67 | \$78.67 |
| This Old House | 1 | 1 | Conde Nast Publications | 10862633 | Unlimited | 1.0 year | Hobbies, Interests & DIY | \$392.96 | \$196.48 | \$196.48 |
| Time | 1 | 1 | Time Inc. | 0040781X | 100 SIMUsers | 1.0 year | News & Politics | \$2,877.71 | \$1,438.86 | \$1,438.86 |
| Vegetarian Today | 1 | 1 | Active Interest Media, Inc. | 24750093 | Unlimited | 1.0 year | Lifestyle | \$236.09 | \$118.05 | \$118.05 |
| Wacky But True | 1 | 1 | Wacky But True | 14481375 | Unlimited | 1.0 year | Family & Kids | \$1,474.20 | \$737.10 | \$737.10 |
| ZooBooks | 1 | 1 | Wildlife Education, Ltd. | 7379005 | Unlimited | 1.0 year | Family & Kids | \$1,132.11 | \$566.06 | \$566.06 |
| AARP: The Magazine | 0 | 1 | AARP | 15482014 | Unlimited | 1.0 year | Lifestyle | \$3,780.00 | \$1,890.00 | \$1,890.00 |
| American Craft | 0 | 1 | American Craft Council | 1948008 | Unlimited | 1.0 year | Hobbies, Interests & DIY | \$315.00 | \$157.50 | \$157.50 |
| Better Nutrition | 0 | 1 | Active Interest Media, Inc. | 0405668X | Unlimited | 1.0 year | Food & Cooking | \$376.11 | \$188.06 | \$188.06 |
| Bloomberg Businessweek | 0 | 1 | Bloomberg, L.P. | 77135 | Unlimited | 1.0 year | News & Politics | \$3,400.87 | \$1,700.43 | \$1,700.43 |
| Bon Appetit | 0 | 1 | Conde Nast Publications | 66990 | Unlimited | 1.0 year | Food & Cooking | \$374.84 | \$187.42 | \$187.42 |
| Craft Ideas | 0 | 1 | Arnos Media Company | 23720514 | 100 SIMUsers | 1.0 year | Food & Cooking | \$377.62 | \$188.81 | \$188.81 |
| Entrepreneur | 0 | 1 | Entrepreneur.com, Inc. | 1633341 | Unlimited | 1.0 year | Business | \$754.87 | \$377.43 | \$377.43 |
| Esquire | 0 | 1 | Hearst Magazines, a division of Hearst Communications, Inc. | 1949535 | 500 SIMUsers | 1.0 year | Men's Interest | \$944.53 | \$472.26 | \$472.26 |
| Food & Wine | 0 | 1 | Time Inc. | 7419015 | 100 SIMUsers | 1.0 year | Food & Cooking | \$1,398.60 | \$699.30 | \$699.30 |
| Fortune | 0 | 1 | Time Inc. | 158259 | 100 SIMUsers | 1.0 year | Business | \$2,644.11 | \$1,322.06 | \$1,322.06 |
| Glamour | 0 | 1 | Conde Nast Publications | 170747 | Unlimited | 1.0 year | Women's Interest | \$314.84 | \$157.42 | \$157.42 |
| National Review | 0 | 1 | National Review Inc. | 280038 | Unlimited | 1.0 year | Women's Interest | \$755.62 | \$377.81 | \$377.81 |
| Popular Photography | 0 | 1 | Bonnier Corporation | 19440510 | Unlimited | 1.0 year | Hobbies, Interests & DIY | \$378.00 | \$189.00 | \$189.00 |
| Rolling Stone | 0 | 1 | Wenner Media Inc. | 0035791X | 500 SIMUsers | 1.0 year | Entertainment | \$471.71 | \$235.86 | \$235.86 |
| Sunset | 0 | 1 | Time Inc. | 395404 | 100 SIMUsers | 1.0 year | Travel & Regional | \$907.20 | \$453.60 | \$453.60 |
| Travel & Leisure | 0 | 1 | Time Inc. | 412007 | 100 SIMUsers | 1.0 year | Travel & Regional | \$1,701.00 | \$850.50 | \$850.50 |
| Vanity Fair | 0 | 1 | Conde Nast Publications | 7338899 | Unlimited | 1.0 year | Women's Interest | \$314.84 | \$157.42 | \$157.42 |
| Vogue | 0 | 1 | Conde Nast Publications | 428000 | Unlimited | 1.0 year | Women's Interest | \$314.84 | \$157.42 | \$157.42 |
| Wired | 0 | 1 | Conde Nast Publications | 10591028 | Unlimited | 1.0 year | Science & Technology | \$314.84 | \$157.42 | \$157.42 |
| Woman's Day | 0 | 1 | Hearst Magazines, a division of Hearst Communications, Inc. | 437336 | 500 SIMUsers | 1.0 year | Women's Interest | \$944.53 | \$472.26 | \$472.26 |

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