

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ADDENDUM TO CENGAGE LEARNING, INC.'S AGREEMENT FY 2022

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 Cengage Learning, Inc., ("Cengage Learning"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted the County's Purchase Request, Cengage Learning's Gale Product and Services Agreement and Terms & Conditions, Fort Bend County Library – Updated Standing Order Plan Profile: 2021-2022, and Thorndike Press Subscription Profile, and the Gale Proforma Order No. 75954987 (collectively the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase and use of specified literary subscriptions and hosting services (the "Services"); and

WHEREAS, County desires that Cengage Learning provide Services as will be more specifically described in this Agreement; and

WHEREAS, Cengage Learning represents that it is qualified and desires to perform such Services; and

WHEREAS, Cengage Learning is the sole source provider of the Services as indicated by the letter attached hereto as Exhibit "B" and incorporated by reference; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Term.** The term of the Agreement is effective as of October 1, 2021, and shall expire no later than September 30, 2022, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
2. **Scope of Services.** Subject to this Addendum, Cengage Learning will render Services to County as described in Exhibit A, including but not limited to providing the specified Gale Biography in Context, GVRL Hosting, Gale ebooks, and Gale Large Print products. On the Gale Proforma Order No. 75954987, included within Exhibit A, the County is only purchasing the highlighted items.
3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. If County disputes charges related to the invoice submitted by Cengage Learning, County shall notify Cengage Learning no later than twenty-one (21) days

after the date County receives the invoice. 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. 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. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.

4. **Limit of Appropriation.** Cengage Learning clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Five Thousand, Seven Hundred Fifty-Nine and 27/100 dollars (\$105,759.27), specifically allocated to fully discharge any and all liabilities County may incur. Cengage Learning does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Cengage Learning may become entitled to and the total maximum sum that County may become liable to pay to Cengage Learning shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Five Thousand, Seven Hundred Fifty-Nine and 27/100 dollars (\$105,759.27). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act.** Cengage Learning 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 Cengage Learning 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. The terms and conditions of the Agreement are not proprietary or confidential information.
6. **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 Cengage Learning or any other party for any reason are hereby deleted.
7. **Applicable Law; Arbitration; Attorney Fees.** 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. 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. County does not agree to pay any and/or all attorney fees incurred by Cengage Learning in any way associated with the Agreement.

8. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Cengage Learning hereby verifies that Cengage Learning and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Cengage Learning does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Cengage Learning does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Cengage Learning does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
10. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute. No other provisions to this Agreement apply except for the terms which appear and/or are referenced in this Addendum and the attached Exhibits.

11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CENGAGE LEARNING 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.
12. **Use of Customer Name.** Cengage Learning may use County's name without County's prior written consent only in any of Cengage Learning's customer lists, any other use must be approved in advance by County.
13. **Product Assurance.** Cengage Learning 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 Cengage Learning's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Cengage Learning's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.
14. **Performance Warranty.** Cengage Learning warrants to County that Cengage Learning has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Cengage Learning will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Cengage Learning warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibits.
15. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
16. **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.
17. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
18. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
19. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.

20. **Compliance with Laws.** Cengage Learning shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Cengage Learning shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

21. **Termination.**

21.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

21.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

(a). If Cengage Learning fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;

(b). If Cengage Learning materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

21.3. If, after termination, it is determined for any reason whatsoever that Cengage Learning was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 21.1 above.

21.4. Upon termination of this Agreement, County shall compensate Cengage Learning in accordance with § 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Cengage Learning's final invoice for said services will be presented to and paid by County in the same manner set forth in § 3 above.

21.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Cengage Learning.

21.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

22. **Independent Contractor.** In the performance of work or services hereunder, Cengage Learning shall be deemed an independent contractor, and any of its agents, employees,

officers, or volunteers performing work required hereunder shall be deemed solely as employees of Cengage Learning or, where permitted, of its subcontractors. Cengage Learning and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

23. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

24. **Notices.**

- 24.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- 24.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Libraries
Attn: Library Director
1001 Golfview
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street
Richmond, Texas 77469

Contractor: Cengage Learning, Inc.
Attn: _____
200 Pier 4 Blvd.
Boston, Massachusetts 02210

- 24.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 24.1 and 24.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

24.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

24.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

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
County Judge

Date

ATTEST:

Laura Richard, County Clerk

CENGAGE LEARNING, INC.



Authorized Agent – Signature

Brian Risse
Authorized Agent- Printed Name

VP Public and Consortia Sales
Title

1/28/2022
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: The County's Purchase Request Cengage Learning's Gale Product and Services Agreement and Terms & Conditions, Fort Bend County Library – Updated Standing Order Plan Profile: 2021-2022, and Thorndike Press Subscription Profile, and the Gale Proforma Order No. 75954987; and
Exhibit B: Sole Source Letter

Exhibit A

Revised

FORT BEND COUNTY LIBRARIES

Purchase Request

DATE		October 1, 2021	ACQ #	
REQUESTED BY		Sara Wheeler	RX 030 203976/11-15	
CHARGE TO FUND		Adult Electronic	PC 030	
QUANTITY	DESCRIPTION (Catalog #, Color, Page #, BID #, etc.)		UNIT PRICE	TOTAL AMT
Attachment #1	Gale Virtual Reference Library (GVRL) Hosting Fee 12/31/2021 - 12/30/2022		\$1,200.00	\$1,200.00
	Gale Biography In Context renewal 11/1/2021 - 10/31/2022		\$7,013.03	\$7,013.03
Attachment #2	Gale Large Print Standing Order (See Gale Large Print Standing Order Thorndike Plane Profile 2021-2022)		\$30,000.00	\$30,000.00
	Gale Large Print Regular Orders (blanket order to extra copies or replacements)		\$10,000.00	\$10,000.00
	Gale eBooks Regular Orders (blanket order to update reference eBooks not apart of Gale Literary Criticisms)		\$5,000.00	\$5,000.00
Attachment #3	Gale Literary Criticisms Standing Order (Gale Pro Forma for 2021-2022)		\$52,546.24	\$52,546.24
NOTES			SHIPPING	\$0.00
			TOTAL	\$105,759.27
TAX ID # 59-2124491			DIST. CODE	
VENDOR Cengage Learning				
CONTACT Crystal Labbe, crystal.labbe@cengage.com			C.C.#	
ADDRESS 27500 Drake Road, Farmington Hills, MI 48331				
REMIT ADD			APPROVAL	
PHONE # 800-877-4253				
FAX #				



CENGAGE GALE PRODUCT AND SERVICES AGREEMENT

Name of Licensee:

Fort Bend Public Libraries

In consideration of the Fees payable below, and subject to and in accordance with the attached Terms and Conditions, for the duration of the Term, CL shall provide the Gale Products and Services described in this Agreement to Customer:

Gale Biography in Context - \$7,013.03

Sub Date: 11/1/2021-10/31/2022

GVRL Hosting Fees - \$1,200

Sub Date: December 2021

Billing Cycle: Customer shall remit payment within thirty (30) days of receipt of CL's invoice.

All payments shall be made in United States' Dollars.

This Agreement and the attached Terms and Conditions ("T&C's") (collectively referred to as the "Agreement") is made on the date of signature below, and is by and between Cengage Learning, Inc. (CL collectively with its affiliates, subsidiaries, assigns, partners and designees, "CL") and Customer. Customer acknowledges and agrees that Authorized Users must accept (or Customer must accept on behalf of the Authorized User) the Gale Terms of Use found (<https://www.cengage.com/legal/terms-gale>) ("Terms of Use") prior to gaining access to the Products and Services.

CUSTOMER		CENGAGE LEARNING, INC.	
Signature:	Date:	Signature:	Date:

CENGAGE LEARNING, INC.
GALE PRODUCT AND SERVICES AGREEMENT
TERMS & CONDITIONS

1. Product and Services. Subject to the timely receipt of payment and conformance to the T&Cs herein and the Gale Terms of Use, CL shall deliver the Product and Services, as detailed in the Agreement Invoice (which shall be attached hereto and incorporated herein by reference). CL shall make the Product and Services available for use by Customers' Authorized Users. An "Authorized User" means only (i) for public libraries: library staff, individual residents of the library's reasonably defined geographic service area, and walk-in patrons accessing the Services on site; (ii) for schools and academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons accessing the Services on site; (iii) for other types of organizations and subscribers: employees, and independent contractors, in the capacity of their employment or engagement with the organization. Authorized Users excludes corporate affiliates of the subscriber institution, academic bookstores, and alumni unless those users are expressly included in the Invoice.

2. Terms of Service. Subject to the payment of the Fees in the Invoice, Customer may authorize its Authorized Users to access and use the applicable Product for their individual, personal, non-commercial, educational, academic, and instructional use, only. Authorized Users includes identified individuals authorized to use the Product. Customer shall ensure that the Authorized Users and any other person that uses the Product through the use of Customer's access to the Product shall comply with the Terms of Use. Customer shall take all reasonable precautions necessary to safeguard against unauthorized access and use of the Product. Individual Authorized User utilization of the Product shall be subject to CL's Gale Terms of Use and Privacy Policy then in effect. For Customers with intended users under the age of eighteen (18), Customer shall be responsible for securing acceptance to the Terms of Use by a parent or guardian. CL may with, or without notice, add, change, or remove features of the Product, at any time. CL will use reasonable commercial efforts to ensure that the Product is available on a monthly basis not less than 98.0% of the time, exclusive of scheduled outages, maintenance, and downtime that is outside of CL's reasonable control. As Customer's sole remedy for CL's failure to meet the monthly uptime requirement, at Customer's request, CL may provide a refund of the Fee pro-rated for the month where service was interrupted, in CL's sole discretion. CL may suspend Customer's and/or any Authorized User's access to the Product without liability if: (i) CL reasonably believes that the Product is being used in violation of this Agreement; (ii) Customer fails to cooperate with CL's reasonable investigation of a suspected violation of this Agreement; (iii) there is an attack on the Product or it is accessed or manipulated by a third party in violation of this Agreement; (iv) CL is required by law, or a regulatory or government body to suspend access to the Product; or (v) there is another event for which CL reasonably believes that the suspension of access to the Product is necessary to protect the Product or CL's other customers from imminent and significant operational, legal, or security risk. CL will give Customer advance notice of a suspension under this Section of at least thirty-six (36) hours unless CL determines in its reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect the Product or CL's other customers from imminent and significant operational, legal, or security risk. CL will not suspend access to the Product if the grounds on which the suspension are based are cured during the forgoing notice period.

3. Intellectual Property. CL has the proprietary rights in and to the Product and Services and CL owns all, right, title, and interest thereto, including all intellectual property rights associated therewith, throughout the world. CL reserves the right, without notice to Customer, to modify, alter, add, remove, cancel or otherwise change the materials embodying the Product, in its sole discretion. Customer shall not, by virtue of this Agreement or by virtue of its access to the Product obtain any proprietary rights in or to the Product or Services. Customer shall not use or transmit the Product or Services in any manner except as specifically authorized herein.

4. Warranties & Indemnities. Customer represents and warrants that: (i) Customer has full power and authority to enter into this Agreement and to grant the rights granted hereunder; and (ii) Customer shall not use the Product or Services in any manner except as expressly authorized in this Agreement. To the extent allowable by law, Customer shall defend, indemnify, and hold CL and its distributors and service providers, and their respective officers, directors, employees and agents harmless against all claims, demands, suits, losses, costs, damages, and expenses (including attorneys' fees and costs) that CL may sustain or incur by reason of any breach or alleged breach of the aforesaid warranties of Customer or any of Customer's other obligations under this Agreement.

5. Term and Termination. This Agreement shall commence as of the date specified in the Agreement and shall continue in full force and effect for the duration of the Term and shall automatically renew for additional Renewal Terms upon issuance of an invoice by CL. Customer may terminate this Agreement and notify CL of non-renewal with at least 90 days' written notice prior to the expiration of the then current Term or Renewal Term.



6. Payments and Fees. In consideration of the Product and Services provided by CL to Customer, Customer agrees to pay the Fee provided on the Invoice, plus any applicable shipping and handling fees, service fees, and applicable taxes. Customer shall remit payment within thirty (30) days of receipt of the Invoice. Purchases are nonrefundable and cannot be exchanged. If Customer fails to make payment, CL may, without prejudice to its other rights and remedies (1) charge interest on any unpaid amounts on a daily basis from the original due date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law (2) suspend or terminate Customer's (and Customer's Authorized Users') use and/or access to the Product or both (1) and (2). Customer shall reimburse CL for all reasonable expenses CL incurs in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable attorneys' fees, and court costs. CL may charge a fee for reinstatement of suspended or terminated service.

7. Limited Liability. Neither CL nor its suppliers, nor their respective directors, employees, officers, or representatives will be liable for any damages of any kind arising from the use of or inability to use the Product and Services, including but not limited to, any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, or any lost profits, lost data, or loss of revenue. Without limited the foregoing, CL's total liability will at all times be limited to the Fees paid by Customer for use of the Product and Services at issue during the immediately preceding twelve (12) month period.

8. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, and legal representatives and permitted successors and assigns, provided that the Customer may not assign this Agreement.

9. Confidentiality. The Customer shall not use itself or reveal to any person or business, confidential or proprietary information or material gained as a result of performing its obligations herein, including without limitation, the terms and conditions of this Agreement, except as may be required by any court of competent jurisdiction, governmental agency, law or regulation (in such event, the Customer shall notify CL before disclosing this Agreement). Notwithstanding the foregoing, the terms and conditions of this Agreement may be revealed by Customer as part of the normal reporting or review procedure to the Customer's accountants, auditors and legal counsel, provided such accountants, auditors, and legal counsel agree to keep such information confidential.

10. Miscellaneous. This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement, and supersedes all other oral or written proposals, negotiations and other communications relating thereto. In the event of a conflict between the Agreement and any Invoice, the T&Cs, or other attachment hereto, the terms and conditions of the Agreement shall prevail. No amendment of this Agreement will be effective unless it is in writing and signed by both parties. No waiver of satisfaction of a condition or noncompliance with an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or noncompliance with any other obligation. Any terms of this Agreement that contemplate compliance or otherwise by their nature should extend after the termination of this Agreement will remain in effect until fulfilled. Except for Customer's payment obligations, neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party, including but not limited to, acts of God, acts of terrorism, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes and other natural disasters. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. This Agreement will be considered signed when the signature of a party is delivered by scanned image (e.g. as a "portable document format" or "PDF" file) as an attachment to electronic mail (email), and any such scanned signature is to be treated in all respects as having the same effect as an original signature, except that either party may require the exchange of original signatures.

 THORNDIKE PRESS From Gale, a Cengage Company		Fort Bend County Library - Account #166914 Updated Standing Order Plan Profile: 2021-2022					
QTY	Plan Name	Titles/Year	Total Copies/Year	Annual Price per Plan	Total Annual Price	Discount #	
2	African American 3	36	72	\$ 864	\$ 1,728	25%	
2	Christian Fiction 4	48	96	\$ 1,173	\$ 2,345	25%	
2	Christian Romance 2	24	48	\$ 558	\$ 1,116	25%	
2	Cozy Mystery 3	36	72	\$ 729	\$ 1,457	25%	
2	Distributed Large Print-7	84	168	\$ 1,806	\$ 3,611	25%	
2	Mystery 3	36	72	\$ 909	\$ 1,817	25%	
2	Nonfiction 2	24	48	\$ 612	\$ 1,224	25%	
2	Romance 4	48	96	\$ 1,170	\$ 2,339	25%	
2	Sim Pub Club	140	280	\$ 4,274	\$ 8,548	25%	
2	Western 4	48	96	\$ 1,047	\$ 2,093	25%	
2	Wheeler Hardcover 5	60	120	\$ 1,623	\$ 3,245	25%	
Current Annual Plan total with applied discounts + free shipping:					\$ 29,524		



Thorndike Press Subscription Profile

The World's Leading Publisher of Large Print Books

A high-demand and high-circulating Large Print collection is just a subscription away! For nearly forty years the editors at Thorndike Press have helped libraries create dynamic Large Print collections using the same curation and collection development criteria that librarians use. Our editors curate using trusted resources such as: *Library Journal*, *Booklist*, *Publishers Weekly*, *Kirkus Reviews*, and the *New York Times* Book Review, Galley Chat, Goodreads, LibraryReads and Indie Next picks, to name a few.

Our goal is to find you quality titles and something for every reader. Large Print readers want to read what everyone else is reading, and we publish the most *New York Times* bestsellers available in Large Print as close as possible to the regular print publication date. Below each standing order is an example of the titles releasing July - September of 2020.

BASIC

The #1 Large Print Subscription in libraries today! This plan offers your Large Print readers access to the most popular blockbuster bestsellers, award winners, and up-and-coming authors. Most are Simultaneous Publications.

BASIC 8 (T28)

96 titles a year, monthly shipments, for about \$2,496/year.

BASIC 7 (T93)

84 titles a year, monthly shipments, for about \$2,217/year.

BASIC 6 (T55)

72 titles a year, monthly shipments, for about \$1,938/year.

BASIC 5 (T159)

60 titles a year, monthly shipments, for about \$1,650/year.

BASIC 4 (T136)

48 titles a year, monthly shipments, for about \$1,344/year.

- The biggest A-list bestsellers in top tier
- All high-demand, high-hold titles
- Mix of popular fiction genres
- Occasional bestselling narrative nonfiction
- Higher tiers offer must-have buzz books and up-and-coming authors
- Perfect for any size library

The Darkest Evening	Cleeves, Ann
Deadlock	Coulter, Catherine
His & Hers	Feeney, Alice
The Friendship List	Mallery, Susan
Afterlife	Alvarez, Julia

A Question of Betrayal	Perry, Anne
The Black Swan of Paris	Robards, Karen
Little Disasters	Vaughn, Sarah
Choppy Water	Woods, Stuart
Hieroglyphics	McCorkle, Jill

CORE

Aimed at pleasing a wide readership, this plan includes many *New York Times* bestsellers, award-winning titles, and works by highly acclaimed authors. Many are Simultaneous Publications.

CORE 8 (T10)

96 titles a year, monthly shipment for about \$2,496/year.

CORE 7 (T18)

84 titles a year, monthly shipments, for about \$2,217/year.

CORE 6 (T80)

72 titles a year, monthly shipments, for about \$1,938/year.

CORE 5 (T160)

60 titles a year, monthly shipments, for about \$1,650/year.

CORE 4 (T137)

48 titles a year, monthly shipments for about \$1,344/year.

- A-list and popular bestsellers
- High-demand, high-hold titles
- Mix of popular fiction genres
- Occasional bestselling narrative nonfiction
- Higher tiers offer must-have buzz books and up-and-coming authors
- Perfect for any size library
- Great complement to the Basic and Wheeler Hardcover Plans

Anxious People	Backman, Fredrik	How Lulu Lost Her Mind	Gibson, Rachel
Someone to Romance	Balogh, Mary	Bear Necessity	Gould-Bourn, James
All the Devils Are Here	Penny, Louise	Deadly Touch	Graham, Heather
What You Wish For	Center, Katherine	Robert B. Parker's Fool's Paradise	Lupica, Mike
Near Dark	Thor, Brad	Killing Crazy Horse	O'Reilly & Martin Dugard, Bill

WHEELER HARDCOVER

One of our most popular plans for Large Print readers seeking favorite *New York Times* bestsellers and top-circulating genre authors. Many of them are Simultaneous Publications.

WHEELER HARDCOVER 5 (W20)

60 titles a year, monthly shipments, for about \$1,623/year.

WHEELER HARDCOVER 4 (W19)

48 titles a year, monthly shipments, for about \$1,335/year.

WHEELER HARDCOVER 3 (W18)

36 titles a year, monthly shipments, for about \$1,020/year.

- Bestsellers by popular Large Print authors
- High-demand, high-hold titles
- Mix of popular fiction genres
- Occasional bestselling narrative nonfiction
- Higher tiers offer must-have buzz books and up-and-coming authors
- Perfect for any library
- Great complement to the Basic and Core Plans

A Private Cathedral	Burke, James Lee
Whirlwind	Dailey, Janet
Yes, I Do	Dailey, Janet
Truth and Justice	Michaels, Fern
The Girl from Widow Hills	Miranda, Megan

The Shadows	North, Alex
The Dilemma	Paris, B. A.
Shadows in Death	Robb, J. D.
The Nemesis Manifesto	Van Lustbader, Eric
Mother Daughter Widow Wife	Wasserman, Robin

DISTRIBUTION

As a special service to our customers, we distribute Large Print titles from other publishers through our catalog. This offers the convenience of ordering from one source.
(Distribution plans include both hardcovers and softcovers.)

DISTRIBUTION DELUXE (T17)

All Distribution titles available, shipped every month, for about \$3,081/year.

DISTRIBUTION 7 (T57)

84 titles a year, monthly shipments, for about \$1,806/year.

DISTRIBUTION 6 (T156)

72 titles a year, monthly shipments, for about \$1,585/year.

DISTRIBUTION 5 (T65)

60 titles a year, monthly shipments, for about \$1,319/year.

DISTRIBUTION 4 (T155)

48 titles a year, monthly shipments, for about \$1,060/year.

DISTRIBUTION 3 (T07)

36 titles a year, monthly shipments, for about \$807/year.

- Many A-list bestsellers
- High-demand, high-hold titles
- Mix of popular fiction genres
- Occasional narrative nonfiction
- Perfect for any size library
- Great complement to the Basic, Core and Wheeler Hardcover Plans

Thick as Thieves	Brown, Sandra
Chaos	Johansen, Iris
Cajun Justice	Patterson, Tucker Axum III, James
The Revelators	Atkins, Ace
Murder Thy Neighbor	Patterson, James
The Lost and Found Bookshop	Wiggs, Susan

The Killings at Kingfisher Hill	Hannah, Sophie
The Kingdom	Nesbo, Jo
Love and Other Crimes	Paretsky, Sara
Missing and Endangered	Jance, J. A.
The Midwife Murders	Patterson, James and Richard DiLallo
Her Last Flight	Williams, Beatriz

MYSTERY

The mystery genre remains a perennial favorite and often the most popular genre in a library. Titles in this plan are meant for a range of mystery readers who read a mix of all the mystery subgenres: classic whodunits, hard-boiled investigators, cozies, police procedurals, true crime, and adventure/suspense.

This plan includes many of the highly acclaimed and unique mystery titles that enter the market.

MYSTERY 6 (T13)

72 titles a year, monthly shipments, for about \$1,745/year.

MYSTERY 5 (T100)

60 titles a year, monthly shipments, for about \$1,467/year.

MYSTERY 4 (T166)

48 titles a year, monthly shipments, for about \$1,188/year.

MYSTERY 3 (T31)

36 titles a year, monthly shipments, for about \$909/year.

MYSTERY 2 (T101)

24 titles a year, monthly shipments, for about \$621/year.

- Many bestsellers and popular mystery authors
- A mix of high-demand, high-hold titles and strong and mid-list titles
- Selection of titles from mystery subgenres
- Perfect for any library
- A must-have for any Large Print collection

Trace of Evil	Blanchard, Alice
Murder Lo Mein	Chien, Vivien
Bitter Alpine	Daheim, Mary
When Old Midnight Comes Along	Estleman, Loren D.
Hi Five	Ide, Joe

A Bad Day for Sunshine	Jones, Darynda
Thistles and Thieves	MacRae, Molly
Deadly Anniversaries	Muller and Bill Pronzini, Marcia, edited by
Come Homicide or High Water	Swanson, Denise
The Fire Court	Taylor, Andrew

WHEELER COZY MYSTERY

Shorter books that are a quick read and lighthearted in tone involving amateur sleuths solving the crimes. They contain loveable characters and amusing dialogue without any graphic sex, violence, or profanity.

WHEELER COZY MYSTERY 4 (W15)

48 softcover titles a year, monthly shipments, for about \$972/year.

WHEELER COZY MYSTERY 3 (W17)

36 softcover titles a year, monthly shipments, for about \$729/year

- Many well-known cozy authors
- A mix of strong and mid-list titles
- Popular with a range of readers

And Then They Were Doomed	Buzzelli, Elizabeth Kane
Fatal Roots	Connolly, Sheila

Verse and Vengeance	Flower, Amanda
Read and Buried	Gates, Eva

ROMANCE

Romance at its best. With titles from every popular subgenre of romance, in styles from chaste to explicit, this subscription offers selections for every romance reader. A mix of top-selling contemporary authors.

ROMANCE 4 (W02)

48 titles a year, monthly shipments, for about \$1,170/year.

ROMANCE 3 (W21)

36 titles a year, monthly shipments, for about \$882/year.

ROMANCE 2 (W23)

24 titles a year, monthly shipments, for about \$594/year.

- Many bestsellers and popular romance authors
- A mix of high-demand, high-hold titles, strong and mid-list titles
- Selection of titles from most romance subgenres
- Perfect for any library
- A must-have for any Large Print collection

This Earl of Mine	Bateman, Kate
Scot Under the Covers	Enoch, Suzanne
Shadow Flight	Feehan, Christine

Anyone But A Duke	Krahn, Betina
An Heiress to Remember	Rodale, Maya
Breakfast at the Honey Creek Café	Thomas, Jodi

AFRICAN-AMERICAN

Captures the best works by bestselling, award winning and popular contemporary African-American writers. Includes *New York Times* bestsellers as well as other well-reviewed titles. Collection focuses on titles about relationships and experiences of African-Americans through the ages, told in a mixture of genres.

AFRICAN AMERICAN 3 (T96)

36 titles a year, monthly shipments, for about \$864/year.

AFRICAN AMERICAN 2 (T135)

24 titles a year, monthly shipments, for about \$585/year.

- A mix of bestsellers and high-demand, high-hold titles, strong and mid-list titles
- Selection of titles from a range of subgenres
- Popular with a range of readers

The Essence of Perfection	Brooks, Nita
Owner of a Broken Heart	Hodges, Cheris
Hitting a Straight Lick with a Crooked Stick	Hurston, Zora Neale

Snapshot	King, Camryn
Saving Her Shadow	Lovely, Lutishia
Across the Way	Monroe, Mary

BIOGRAPHIES AND MEMOIRS

An outstanding mix of bestselling and well-reviewed biographies and memoirs — including historical biographies, celebrity biographies and memoirs, and inspiring narrative memoirs relating fascinating and compelling experiences of intriguing people.

BIOGRAPHY 2 (T79)

24 titles a year, monthly shipments, for about \$612/year.

- Many bestsellers
- A mix of high-demand, high-hold titles, strong and mid-list titles
- Popular with a range of readers
- Perfect for any size library

Hill Women	Chambers, Cassie
Lady in Waiting	Glenconner, Anne

Washington's End	Horn, Jonathan
Uncanny Valley	Wiener, Anna

NONFICTION

Features bestselling and popular nonfiction titles that are highly engaging and have a broad appeal to many readers. Titles included in this plan cover a wide spectrum of nonfiction subgenres — including: armchair travel, popular science, pets and animals, popular culture, humor, history, current events, biographies and memoirs, and other standouts in narrative nonfiction.

NONFICTION 3 (T11)

36 titles a year, monthly shipments, for about \$900/year.

NONFICTION 2 (T74)

24 titles a year, monthly shipments, for about \$612/year.

- Many A-list bestsellers
- High-demand, high-hold titles
- Popular with a range of readers
- Perfect for any library

The Great Pretender	Cahalan, Susannah
Suffrage	DuBois, Ellen Carol

The Lincoln Conspiracy	Meltzer and Josh Mensch, Brad
When Time Stopped	Neumann, Ariana

CHRISTIAN FICTION

Christian Fiction is a very popular genre with a range of readers. These titles are engaging, well written, as well as being wholesome fiction with Christian themes and messages that appeals to all ages. Many of the top Christian bestselling authors are found in this list as well as a mix of subgenres.

CHRISTIAN FICTION 4 (T50)

48 titles a year, monthly shipments, for about \$1,173/year.

CHRISTIAN FICTION 3 (T06)

36 titles a year, monthly shipments, for about \$894/year

CHRISTIAN FICTION 2 (T60)

24 titles a year, monthly shipments, for about \$606/year.

- Many Christian Bookseller Association bestsellers
- A mix of high-demand, high-hold titles, strong and mid-list titles
- Popular with a range of readers

On a Coastal Breeze	Fisher, Suzanne Woods
The Trustworthy One	Gray, Shelley Shepard

Unveiling the Past	Sawyer, Kim Vogel
The Englisch Daughter	Woodsmall & Erin Woodsmall, Cindy

CHRISTIAN ROMANCE

A mix of engaging clean romances that are appropriate for all ages. These are well-written, compelling and entertaining romances with a Christian message that will delight readers.

CHRISTIAN ROMANCE 3 (T83)

36 titles a year, monthly shipments, for about \$828/year.

CHRISTIAN ROMANCE 2 (T94)

24 titles a year, monthly shipments, for about \$558/year.

- Many Christian Bookseller Association bestsellers
- A mix of high-demand, high-hold titles, strong and mid-list titles
- Popular with a range of readers

Out of the Embers	Cabot, Amanda
The Farm Stand	Clipston, Amy

A Long Bridge Home	Irvin, Kelly
A Family for Gracie	Lillard, Amy

EDITORS CHOICE

An economical, convenient way to automatically receive the hottest new titles in large print. Our editors search our top bestselling plans to find the new titles most likely to show up on your reserve list. Most titles are simultaneous publications.

EDITORS CHOICE 8 (T126)

96 titles a year, monthly shipments, for about \$2,906/year.

EDITORS CHOICE 7 (T125)

84 titles a year, monthly shipments, for about \$2,551/year.

EDITORS CHOICE 6 (T124)

72 titles a year, monthly shipments, for about \$2,196/year.

EDITORS CHOICE 5 (T42)

60 titles a year, monthly shipments, for about \$1,830/year.

EDITORS CHOICE 4 (T40)

48 titles a year, monthly shipments, for about \$1,503/year.

EDITORS CHOICE 3 (T118)

36 titles a year, monthly shipments, for about \$1,129/year.

EDITORS CHOICE 2 (T39)

24 titles a year, monthly shipments, for about \$800/year.

EDITORS CHOICE 1 (T38)

12 titles a year, monthly shipments, for about \$402/year.

Anxious People	Backman, Fredrik	Killing Crazy Horse	O'Reilly & Martin Dugard, Bill
A Private Cathedral	Burke, James Lee	All the Devils Are Here	Penny, Louise
Deadlock	Coulter, Catherine	A Question of Betrayal	Perry, Anne
Robert B. Parker's Fool's Paradise	Lupica, Mike	Shadows in Death	Robb, J. D.
The Friendship List	Mallery, Susan	Near Dark	Thor, Brad
Truth and Justice	Michaels, Fern	Choppy Water	Woods, Stuart

GENRE VALUE PLAN

Selected from our Mystery, Romance, and Western standing orders, one title from each genre per month.

GENRE VALUE PLAN 3 (T24)

36 hardcover titles a year, monthly shipments, for about \$950/year.

Deadly Anniversaries edited by Marcia Muller and Bill Pronzini	The First Mountain Man: Preacher's Frenzy by William W. Johnstone, with J. A. Johnstone
A Bad Day for Sunshine by Darynda Jones	Shadow Flight by Christine Feehan

- 24 hardcover titles a year, monthly shipments, for about \$648/year.
- Books of interest for a broad range of reader
- Inclusive viewpoints, needs and abilities
- Broaden horizons and empathy

Shadow Flight	Feehan, Christine	A Bad Day for Sunshine	Jones, Darynda
The Backstabbers	Johnstone and J. A. Johnstone, William W.	Deadly Anniversaries	Muller and Bill Pronzini, Marcia, edited by
Shot to Hell	Johnstone with J. A. Johnstone, William W.	Breakfast at the Honey Creek Café	Thomas, Jodi

PAPERBACK BESTSELLERS

The top *New York Times* bestsellers in a softcover format, released with the original publisher's softcover formats.

PAPERBACK BESTSELLERS 4 (T41)

48 softcover titles a year, monthly shipments, for about \$481/year.

PAPERBACK BESTSELLERS 3 (T69)

36 softcover titles a year, monthly shipments, for about \$366/year.

PAPERBACK BESTSELLERS 2 (T119)

24 softcover titles a year, monthly shipments, for about \$251/year.

Nothing Ventured	Archer, Jeffrey	A Better Man	Penny, Louise
Quantum	Cornwell, Patricia	Golden in Death	Robb, J. D.
Labyrinth	Coulter, Catherine	Of Blood and Bone	Roberts, Nora

PUBLISHER'S SHOWCASE

Two bestsellers per month — typically “buzz” books or hot bestsellers.

PUBLISHER'S SHOWCASE 2 (T151)

24 hardcover titles a year, monthly shipments, for about \$648/year.

His & Hers	Feeney, Alice
Home Before Dark	Sager, Riley
Little Disasters	Vaughn, Sarah

The Comeback	Berman, Ella
What You Wish For	Center, Katherine
How Lulu Lost Her Mind	Gibson, Rachel

REST OF THE BEST

Selected from our Basic, Core, and Wheeler Hardcover plans, these are best-selling and buzz book titles.

REST OF THE BEST 3 (T122)

36 titles a year, monthly shipments, for about \$1027/year.

REST OF THE BEST 2 (T121)

24 titles a year, monthly shipments, for about \$691/year.

Whirlwind	Dailey, Janet
The Lying Life of Adults	Ferrante, Elena
The Girl from Widow Hills	Miranda, Megan

The Shadows	North, Alex
The Dilemma	Paris, B. A.
Then She Vanished	Parker, T. Jefferson

SIM PUB CLUB

Each year, Thorndike Press will publish 200+ Large Print bestselling titles simultaneously with the publishers' regular print editions. If your library is currently enrolled in at least two of the following Thorndike Press plans: Basic, Core or Wheeler Hardcover, then you qualify to receive multiple copies of all our simultaneous publications automatically. Deluxe includes Christian Fiction simultaneous publications.

SIM PUB CLUB (T89)

140 titles a year for about \$3,996/year.

SIM PUB CLUB DELUXE (T123)

140 titles a year for about \$3,996/year.

Anxious People	Backman, Fredrik	Truth and Justice	Michaels, Fern
Someone to Romance	Balogh, Mary	Killing Crazy Horse	O'Reilly & Martin Dugard, Bill
A Private Cathedral	Burke, James Lee	The Dilemma	Paris, B. A.
The Darkest Evening	Cleeves, Ann	All the Devils Are Here	Penny, Louise
Deadlock	Coulter, Catherine	A Question of Betrayal	Perry, Anne
Yes, I Do	Dailey, Janet	The Black Swan of Paris	Robards, Karen
Whirlwind	Dailey, Janet	Shadows in Death	Robb, J. D.
Robert B. Parker's Fool's Paradise	Lupica, Mike	Near Dark	Thor, Brad
The Friendship List	Mallery, Susan	Choppy Water	Woods, Stuart

WESTERN

Titles featuring the best of the New West and the Old West. A mixture of newly published contemporary and traditional Westerns by the best-known authors in the genre.

WESTERN 4 (T167)

48 titles a year, monthly shipments, for about \$1,047/year.

WESTERN 3 (T168)

36 titles a year, monthly shipments, for about \$795/year.

WESTERN 2 (T169)

24 titles a year, monthly shipments, for about \$537/year.

WESTERN 1 (T170)

12 titles a year, monthly shipments, for about \$273/year.

- The best of the West
- New favorites and classic Western writers

The Backstabbers	Johnstone and J. A. Johnstone, William W.	Two Thousand Grueling Miles	Martin, L. J.
Shot to Hell	Johnstone with J. A. Johnstone, William W.	Bandera Pass	Washburn, L. J.

WHEELER WESTERN

Featuring classic Western writers and introducing new and exciting authors for all your Western fans!
Titles are in softcover format.

WHEELER WESTERN 3 (W26)

32 softcover titles a year, monthly shipments, for about \$711/year.

WHEELER WESTERN 2 (W25)

24 softcover titles a year, monthly shipments, for about \$477/year.

WHEELER WESTERN 1 (W24)

12 softcover titles a year, monthly shipments, for about \$243/year.

- The best of the West
- New favorites and classic Western writers

The Sharpshooter: Repentance Creek	Cole, Tobias	Luke Jensen, Bounty Hunter: Hired Guns	Johnstone and J. A. Johnstone, William W.
Bad Apple	Hill, Lancaster	The Lost are the Last to Die	Sweazy, Larry D.

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CENGAGE LEARNING, INC.
GALE PRODUCT AND SERVICES AGREEMENT
TERMS & CONDITIONS

1. Product and Services. Subject to the timely receipt of payment and conformance to the T&Cs herein and the Gale Terms of Use, CL shall deliver the Product and Services, as detailed in the Agreement Invoice (which shall be attached hereto and incorporated herein by reference). CL shall make the Product and Services available for use by Customers' Authorized Users. An "Authorized User" means only (i) for public libraries: library staff, individual residents of the library's reasonably defined geographic service area, and walk-in patrons accessing the Services on site; (ii) for schools and academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons accessing the Services on site; (iii) for other types of organizations and subscribers: employees, and independent contractors, in the capacity of their employment or engagement with the organization. Authorized Users excludes corporate affiliates of the subscriber institution, academic bookstores, and alumni unless those users are expressly included in the Invoice.

2. Terms of Service. Subject to the payment of the Fees in the Invoice, Customer may authorize its Authorized Users to access and use the applicable Product for their individual, personal, non-commercial, educational, academic, and instructional use, only. Authorized Users includes identified individuals authorized to use the Product. Customer shall ensure that the Authorized Users and any other person that uses the Product through the use of Customer's access to the Product shall comply with the Terms of Use. Customer shall take all reasonable precautions necessary to safeguard against unauthorized access and use of the Product. Individual Authorized User utilization of the Product shall be subject to CL's Gale Terms of Use and Privacy Policy then in effect. For Customers with intended users under the age of eighteen (18), Customer shall be responsible for securing acceptance to the Terms of Use by a parent or guardian. CL may with, or without notice, add, change, or remove features of the Product, at any time. CL will use reasonable commercial efforts to ensure that the Product is available on a monthly basis not less than 98.0% of the time, exclusive of scheduled outages, maintenance, and downtime that is outside of CL's reasonable control. As Customer's sole remedy for CL's failure to meet the monthly uptime requirement, at Customer's request, CL may provide a refund of the Fee pro-rated for the month where service was interrupted, in CL's sole discretion. CL may suspend Customer's and/or any Authorized User's access to the Product without liability if: (i) CL reasonably believes that the Product is being used in violation of this Agreement; (ii) Customer fails to cooperate with CL's reasonable investigation of a suspected violation of this Agreement; (iii) there is an attack on the Product or it is accessed or manipulated by a third party in violation of this Agreement; (iv) CL is required by law, or a regulatory or government body to suspend access to the Product; or (v) there is another event for which CL reasonably believes that the suspension of access to the Product is necessary to protect the Product or CL's other customers from imminent and significant operational, legal, or security risk. CL will give Customer advance notice of a suspension under this Section of at least thirty-six (36) hours unless CL determines in its reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect the Product or CL's other customers from imminent and significant operational, legal, or security risk. CL will not suspend access to the Product if the grounds on which the suspension are based are cured during the foregoing notice period.

3. Intellectual Property. CL has the proprietary rights in and to the Product and Services and CL owns all, right, title, and interest thereto, including all intellectual property rights associated therewith, throughout the world. CL reserves the right, without notice to Customer, to modify, alter, add, remove, cancel or otherwise change the materials embodying the Product, in its sole discretion. Customer shall not, by virtue of this Agreement or by virtue of its access to the Product obtain any proprietary rights in or to the Product or Services. Customer shall not use or transmit the Product or Services in any manner except as specifically authorized herein.

4. Warranties & Indemnities. Customer represents and warrants that: (i) Customer has full power and authority to enter into this Agreement and to grant the rights granted hereunder; and (ii) Customer shall not use the Product or Services in any manner except as expressly authorized in this Agreement. To the extent allowable by law, Customer shall defend, indemnify, and hold CL and its distributors and service providers, and their respective officers, directors, employees and agents harmless against all claims, demands, suits, losses, costs, damages, and expenses (including attorneys' fees and costs) that CL may sustain or incur by reason of any breach or alleged breach of the aforesaid warranties of Customer or any of Customer's other obligations under this Agreement.

5. Term and Termination. This Agreement shall commence as of the date specified in the Agreement and shall continue in full force and effect for the duration of the Term and shall automatically renew for additional Renewal Terms upon issuance of an Invoice by CL. Customer may terminate this Agreement and notify CL of non-renewal with at least 90 days' written notice prior to the expiration of the then current Term or Renewal Term.

6. Payments and Fees. In consideration of the Product and Services provided by CL to Customer, Customer agrees to pay the Fee provided on the Invoice, plus any applicable shipping and handling fees, service fees, and applicable taxes. Customer shall remit payment within thirty (30) days of receipt of the Invoice. Purchases are nonrefundable and cannot be exchanged. If Customer fails to make payment, CL may, without prejudice to its other rights and remedies (1) charge interest on any unpaid amounts on a daily basis from the original due date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law (2) suspend or terminate Customer's (and Customer's Authorized Users') use and/or access to the Product or both (1) and (2). Customer shall reimburse CL for all reasonable expenses CL incurs in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable attorneys' fees, and court costs. CL may charge a fee for reinstatement of suspended or terminated service.

7. Limited Liability. Neither CL nor its suppliers, nor their respective directors, employees, officers, or representatives will be liable for any damages of any kind arising from the use of or inability to use the Product and Services, including but not limited to, any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, or any lost profits, lost data, or loss of revenue. Without limited the foregoing, CL's total liability will at all times be limited to the Fees paid by Customer for use of the Product and Services at issue during the immediately preceding twelve (12) month period.

8. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, and legal representatives and permitted successors and assigns, provided that the Customer may not assign this Agreement.

9. Confidentiality. The Customer shall not use itself or reveal to any person or business, confidential or proprietary information or material gained as a result of performing its obligations herein, including without limitation, the terms and conditions of this Agreement, except as may be required by any court of competent jurisdiction, governmental agency, law or regulation (in such event, the Customer shall notify CL before disclosing this Agreement). Notwithstanding the foregoing, the terms and conditions of this Agreement may be revealed by Customer as part of the normal reporting or review procedure to the Customer's accountants, auditors and legal counsel, provided such accountants, auditors, and legal counsel agree to keep such information confidential.

10. Miscellaneous. This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement, and supersedes all other oral or written proposals, negotiations and other communications relating thereto. In the event of a conflict between the Agreement and any Invoice, the T&Cs, or other attachment hereto, the terms and conditions of the Agreement shall prevail. No amendment of this Agreement will be effective unless it is in writing and signed by both parties. No waiver of satisfaction of a condition or noncompliance with an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or noncompliance with any other obligation. Any terms of this Agreement that contemplate compliance or otherwise by their nature should extend after the termination of this Agreement will remain in effect until fulfilled. Except for Customer's payment obligations, neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party, including but not limited to, acts of God, acts of terrorism, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes and other natural disasters. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. This Agreement will be considered signed when the signature of a party is delivered by scanned image (e.g. as a "portable document format" or "PDF" file) as an attachment to electronic mail (email), and any such scanned signature is to be treated in all respects as having the same effect as an original signature, except that either party may require the exchange of original signatures.

Exhibit B



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October 1, 2021

Fort Bend Public Libraries

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