

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO EBSCO PUBLISHING, INC.'S 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 (hereinafter collectively referred to as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted EBSCO's Product Order Form, Flipster Subscription Projection, and License Agreement (collectively the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of the following, specified software subscriptions: History Reference Center, History Reference Center eBook Subscription, NoveList Plus, NoveList Select for POLARIS (Non-Direct), and Flipster (collectively the "Services"); and

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

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

WHEREAS, EBSCO is the sole source provider of the Services as indicated by the letters collectively attached hereto as Exhibit "B" and incorporated fully by reference; and

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

AGREEMENT

1. **Scope of Services.** Subject to this Addendum, EBSCO will render Services to County as described in Exhibits A and B.
2. **Term.** All Services will start and expire pursuant to the dates listed in Exhibit A. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of 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.

4. **Limit of Appropriation.** EBSCO clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that, "except for claims for copyright infringement," County shall have available the total maximum sum of One Hundred Sixteen Thousand, Six Hundred Forty-Eight and 00/100 dollars (\$116,648.00), specifically allocated to fully discharge any and all fees for Services that County may incur. EBSCO does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that EBSCO may become entitled to and the total maximum sum that County may become liable to pay to EBSCO for Services provided shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Sixteen Thousand, Six Hundred Forty-Eight and 00/100 dollars (\$116,648.00) "except for claims for copyright infringement,". 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.** 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. 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 EBSCO 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 EBSCO in any way associated with the Agreement.
8. **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, EBSCO hereby verifies that EBSCO 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, EBSCO 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, EBSCO 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, EBSCO 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.
9. **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 in this Addendum and the attached Exhibits.
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, EBSCO 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.
11. **Use of Customer Name.** EBSCO may use County's name without County's prior written consent only in any of EBSCO's customer lists, any other use must be approved in advance by County.
12. **Product Assurance.** EBSCO represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") 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 authorized use of EBSCO's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement.

13. **Performance Warranty.** EBSCO warrants to County that EBSCO has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and EBSCO 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.

EBSCO 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 A and B.

14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
15. **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.
16. **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.
17. **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.
18. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.
19. **Compliance with Laws.** EBSCO 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, EBSCO shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
20. **Termination.**

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

(a). If EBSCO fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing and fails to cure the alleged breach within thirty (30) days of written notice of the alleged breach;

(b). If EBSCO 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 thirty (30) calendar days after receipt of notice from County specifying such breach or failure.

20.2. Upon termination of this Agreement, County shall compensate EBSCO 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. EBSCO's final invoice for said services will be presented to and paid by County in the same manner set forth in § 3 above.

20.3. 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 EBSCO.

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

21. **Independent Contractor.** In the performance of work or services hereunder, EBSCO 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 EBSCO or, where permitted, of its subcontractors. EBSCO 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.

22. **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.

23. **Notices.**

23.1. 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).

- 23.2. 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: EBSCO Publishing, Inc.
Attn: Kayleigh Urbanowski
P.O. Box 682
Ipswich, Massachusetts 01938

- 23.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 23.1 and 23.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

23.3.1. 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.

23.3.2. 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)

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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. This Addendum is effective upon execution of both parties.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

EBSCO PUBLISHING, INC.

Alex Saltzman
Authorized Agent - Signature

Alex Saltzman

Authorized Agent- Printed Name

Senior VP, Inside Sales

Title

12/28/2022

Date

REVIEWED:

Clara J. Russell
Fort Bend County Libraries

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: Product Order Form, Flipster Subscription Projection, and License Agreement; and
Exhibit B: Sole Source Letters

Exhibit A



10 Estes Street
P.O. Box 682
Ipswich, MA 01938
USA
www.ebsco.com

(978) 356-6500
(800) 653-2726
Fax: (978) 356-5640
information@cpnet.com

Product Order Form

REQ # 217868

CustID: fibend
OrderID: WSR739743
Date: 10/03/2022
Page 1 of 1

Purchasing Customer
FORT BEND COUNTY LIBRARIES
1001 GOLFVIEW DR
RICHMOND, TX, 77469-5199
USA

Billing Address
FORT BEND CO LIBRARIES
1001 GOLFVIEW DR
RICHMOND, TX, 77469-5199
USA

Contact:
Sara WHEELER
281-633-4746
sara.wheeler@fortbend.lib.tx.us

Your invoice will be sent to:
Sara WHEELER
sara.wheeler@fortbend.lib.tx.us

Product Name	Begin Date	Expire Date	Price
History Reference Center	02/01/2023	01/31/2024	\$25,577.00
History Reference Center eBook Subscription	02/01/2023	01/31/2024	Comp
NoveList Plus	02/01/2023	01/31/2024	\$26,224.00
NoveList Select for POLARIS (Non-Direct)	02/01/2023	01/31/2024	\$15,347.00

Total: \$67,148.00

The above excludes all applicable tax

Currency: US Dollar

Price represented is the cash discounted price for payments received by check or electronic payment. If paying by a method other than check or electronic payment, please inquire for non cash discounted pricing. Payment due upon receipt of invoice. Interest of 1 percent per month charged for payment received later than 30 days after invoice date. eBooks and eAudiobooks ordered are non-returnable and non-refundable.

Terms and Conditions

Customer agrees to terms and conditions of the appropriate license agreement for usage of purchased access or subscription to electronic databases, econtent and services. If ordering ebooks or audiobooks, customer also agrees to the terms and conditions of the Library eContent Agreement. We do not knowingly collect personal information from a child under the age of 13. Consistent with COPPA, the Customer is responsible for obtaining all required consents and authorizations for anyone under the age of 13 to use our Products and collect personal information.

Authorized Signature: _____

Date: _____

Print Name: _____

Title: _____

Please sign, scan and email this form to: KAYLEIGH URBANOWSKI at KUrbanowski@ebsco.com

Thank you for your business!

If unable to scan, please fax to: 978 356-5640



Information Services

Flipster Subscription Projection
Renewal for 8/1/2023-7/31/2024

BLITZ:
Contact: FORT BEND CO LIBRARIES
Email: SARA WHEELER
Sara.Wheeler@fortbend.lib.tx.us

Purchasing Customer: FORT BEND CO LIBRARIES
Contact: SARA WHEELER
Email: Sara.Wheeler@fortbend.lib.tx.us

Title	ISSN	Category	Model	Term	Quantity	Start Date	End Date	2023 Cost
AARP: The Magazine	15462014	Lifestyle	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 2,100.00
American Craft	07594808	Hobbies, Interests & DIY	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 175.00
Architectural Digest	00038520	Art & Design	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 262.41
Ask	15354105	Family & Kids	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 157.41
Astronomy	00916358	Science & Technology	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 375.81
The Atlantic	10772825	News & Politics	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 214.37
Better Homes & Gardens	00600151	Home & Garden	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 393.50
Birds & Blooms	10845305	Hobbies, Interests & DIY	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 218.74
Bloomberg Businessweek	00077135	News & Politics	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 1,889.36
Bon Appetit	00066990	Food & Cooking	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 262.41
BookPage	00086002	Literary	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 3,360.00
Car & Driver	00768258	Automotive	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 524.73
Cabot	00057153	Lifestyle	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 523.94
Christianity Today	00057257	Religion	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 1,029.00
Consumer Reports Buying Guide	15552357	Consumer	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 230.78
Country Living	07325569	Home & Garden	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 524.73
Discover	02747529	Science & Technology	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 174.57
Do It Yourself	02781474	Hobbies, Interests & DIY	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 419.74
Dogster	23768266	Lifestyle	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 523.94
Esquire	00140880	Entertainment	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 462.00
The Family Handyman	00247230	Home & Garden	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 218.74
Food & Wine	07419015	Food & Cooking	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 777.00
Food Network Magazine	1944723X	Food & Cooking	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 524.73
Forbes	00156914	Business	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 629.78
Fortune	00158259	Business	100 Users	12 months	1	8/1/2023	7/31/2024	\$ 1,468.94
Girl's Life	10788326	Teens	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 418.94
Good Housekeeping	0017209X	Home & Garden	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 524.73
GO: Gentlemen's Quarterly	00168979	Lifestyle	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 174.51
Hello	21660514	Family & Kids	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 349.51
HGTV Magazine	21618682	Hobbies, Interests & DIY	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 524.73
High Five	19431465	Family & Kids	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 349.51
High Five Bilingual	23784407	Spanish	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 349.51
Highlights	0018165X	Family & Kids	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 349.51
Hits	02243885	Spanish	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 214.37
House Beautiful	00186422	Home & Garden	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 524.73
Kiplinger's Personal Finance	15238979	Business	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 209.57
Ladybug	10514961	Family & Kids	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 157.41
Men's Health	10544836	Fitness & Health	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 209.51
Motor Trend	00272094	Automotive	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 105.00
National Geographic	00279358	Travel & Regional	200 Users	12 months	1	8/1/2023	7/31/2024	\$ 149.93
National Geographic Kids	15423042	Family & Kids	200 Users	12 months	1	8/1/2023	7/31/2024	\$ 149.93
National Geographic	00280038	News & Politics	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 524.78
The New Yorker	0028792X	News & Politics	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 874.91
Newsweek Global	25725343	News & Politics	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 875.00
People	00937673	Entertainment	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 2,457.48
Pioneer Woman Magazine	25768352	Lifestyle	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 210.00
Popular Mechanics	00324558	Science & Technology	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 524.73
Prevention	00378006	Fitness & Health	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 210.00
Ranger Rick	07386656	Family & Kids	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 418.94
Reader's Digest	00940375	Lifestyle	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 218.74
Real Simple	152881701	Lifestyle	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 607.54
Runner's World	08971706	Hobbies, Interests & DIY	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 175.00
Scientific American	00968733	Science & Technology	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 2,079.00
Southern Living	00384305	Travel & Regional	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 629.56
Sports Illustrated	0038922X	Sports	100 Users	12 months	1	8/1/2023	7/31/2024	\$ 1,867.54
Taste of Home	10715878	Food & Cooking	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 218.74

Texas Fish & Game	03874174	Hobbies, Interests & DIY	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 104.57
Texas Gardener	07460987	Home & Garden	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 174.57
Texas Highways	00404949	Travel & Regional	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 218.31
Texas Observer: A Journal of Free Voices	00404919	News & Politics	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 378.00
Texas Parks & Wildlife	00404958	Science & Technology	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 378.00
This Old House	10852633	Hobbies, Interests & DIY	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 218.31
Threads	08827770	Hobbies, Interests & DIY	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 733.94
TIME	0040761X	News & Politics	100 Users	12 months	1	8/1/2023	7/31/2024	\$ 1,598.77
Travel & Laboura	00407007	Travel & Regional	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 545.00
Us Weekly	15297457	Entertainment	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 454.91
Vanity Fair	07338899	Lifestyle	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 262.41
Vogue	00428005	Lifestyle	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 178.41
Wacky But True	14481375	Family & Kids	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 319.00
Wired	30591028	Science & Technology	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 262.41
Woman's Day	00407316	Lifestyle	500 Users	12 months	1	8/1/2023	7/31/2024	\$ 524.73
ZooBooks	07317905	Family & Kids	Unlimited	12 months	1	8/1/2023	7/31/2024	\$ 628.94
Product Total								\$ 41,955.27
Printer Subscription Fee [5X]								\$ 7,097.96
Total								\$ 49,053.23

Report Generated: 10/24/2023 10:23:11 AM

EBSCO LICENSE AGREEMENT
Standard

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D. Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by EBSCO and Licensee.

E. Licensee agrees to comply with the Copyright Act of 1976, and agrees to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.

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SERVICES OR TO THESE TERMS AND CONDITIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. Licensee is responsible for maintaining a valid license to the third-party resources configured to be used via the Services (if applicable). EBSCO disclaims any responsibility or liability for a Licensee accessing the third-party resources without proper authorization.

D. EBSCO is not responsible if the third-party resources accessible via the Services fail to operate properly or if the third-party resources accessible via the Services cause issues for the Licensee. While EBSCO will make best efforts to help troubleshoot problems, Licensee acknowledges that certain aspects of functionality may be dependent on third party resource providers who may need to be contacted directly for resolution.

III. PRICE AND PAYMENT

A. License fees have been agreed upon by EBSCO and the Licensee, and include all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within thirty (30) days. Delinquent invoices are subject to interest charges of 12% per annum on the unpaid balance (or the maximum rate allowed by law if such rate is less than 12%). The Licensee will be liable for all costs of collection. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Databases, Services and pricing identified in this Agreement, pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within thirty (30) days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

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 and our Privacy Policy represent the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described in this Agreement and our Privacy Policy.

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.

G. All information that EBSCO collects when Licensee accesses, uses, or provides access to, the Databases and Services is subject to EBSCO's Privacy Policy, which is incorporated herein by reference. By accessing or using the Databases and/or Services, you consent to all actions taken by EBSCO with respect to your information in compliance with the Privacy Policy.

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the "**Addendum**") supplements the EBSCO License Agreement (the "**Agreement**") between the Customer ("**Customer**") and EBSCO Publishing, Inc. ("**EBSCO**").

1. Definitions

- 1.1 For the purpose of this Addendum the terms, "**Controller**," "**Processor**," "**Data Subject**," "**Personal Data**," "**Personal Data Breach**," "**Processing**," "**Subprocessor**," and "**Supervisory Authority**" shall have the same meanings as in applicable Data Protection Legislation, and their related terms shall be construed accordingly.
- 1.2 "**Appropriate technical and organizational measures**" shall be interpreted in accordance with applicable Data Protection Legislation.
- 1.3 "**Customer Personal Data**" means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer's behalf in connection with the Agreement.
- 1.4 "**Data Protection Legislation**" means all applicable data protection and privacy legislation in force from time to time where EBSCO does business, including the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council (the "GDPR"), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100, *et seq.* (the "CCPA"), and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that implements or supplements, replaces, repeals and/or supersedes any of the foregoing.
- 1.5 "**International Data Transfer**" means the transfer (either directly or via onward transfer) of Personal Data from within the European Economic Area/United Kingdom (as applicable) to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the GDPR).
- 1.6 "**User Personal Data**" means the Personal Data provided directly by Customer's end users to EBSCO through the products and services purchased by Customer.

2. Data Processing: EBSCO as Processor for Customer

- 2.1 Where Customer Personal Data is processed by EBSCO, EBSCO will act as the Processor and the Customer will act as the Controller.
 - 2.1.1 Subject Matter. The subject matter of the Processing is the Customer Personal Data.
 - 2.1.2 Duration. The Processing will be carried out for the duration set forth in the Agreement.
 - 2.1.3 Nature and Purpose. The purpose of the Processing is the provision of products and services to the Customer purchased by the Customer from time to time.
 - 2.1.4 Type of Customer Personal Data and Data Subjects. Customer Personal Data consists of the following categories of information relevant to the following categories of Data Subjects:

- (a) Representatives of Customer: name, address; email address; billing information; login credentials; geolocation data; and professional affiliation.
 - (b) Customer's end users of the EBSCO products and services purchased by Customer (where personalized account information is provided to EBSCO by Customer): name; address; and email address.
- 2.2 EBSCO shall not Process Customer Personal Data other than on the Customer's documented instructions (as set forth in this Addendum or the Agreement or as otherwise directed by Customer in writing). EBSCO will not Process Customer Personal Data for any purpose, including for any commercial purpose, other than for the specific purpose of performing the services specified in the Agreement. If Processing of Customer Personal Data inconsistent with the foregoing provisions of this section is ever required by applicable Data Protection Legislation to which EBSCO is subject, EBSCO shall, to the extent permitted by applicable Data Protection Legislation, inform the Customer of that legal requirement before proceeding with the relevant Processing of that Customer Personal Data.
- 2.3 EBSCO will notify Customer promptly if, in EBSCO's opinion, an instruction for the Processing of Customer Personal Data infringes applicable Data Protection Legislation.
- 2.4 EBSCO shall ensure that all personnel who have access to and/or Process the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 2.5 EBSCO shall, in relation to the Customer Personal Data, implement appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data. When considering what measure is appropriate, each party shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected.
- 2.6 EBSCO shall assist Customer, taking into account the nature of the Processing, (A) by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights under Applicable Data Protection Legislation; (B) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to EBSCO; and (C) by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the GDPR have been met.
- 2.7 EBSCO shall promptly notify Customer upon becoming aware of any confirmed Personal Data Breach affecting the Customer Personal Data.
- 2.8 Upon termination of the Agreement, EBSCO shall, at Customer's election, securely delete or return Customer Personal Data and destroy existing copies unless preservation or retention of such Customer Personal Data is required by any applicable law to which EBSCO is subject.
- 2.9 EBSCO shall allow Customer and Customer's authorized representatives to access and review up-to-date attestations, reports, or extracts thereof from independent bodies (e.g. external auditors, data

protection auditors) or suitable certifications, or to conduct audits or inspections to ensure compliance with the terms of this Addendum. Any audit or inspection must be conducted during EBSCO's regular business hours, with reasonable advance notice to EBSCO and subject to reasonable confidentiality procedures. In addition, audits or inspections shall be limited to once per year.

EBSCO shall, in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party Subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party Subprocessors, and give Customer a reasonable opportunity to object to such changes. If EBSCO provides Personal Data to third-party Subprocessors, EBSCO will include in its agreement with any such third-party Subprocessor terms which offer at least the same level of protection for the Customer Personal Data as those contained herein and as are required by applicable Data Protection Legislation.

3. Data Processing: EBSCO as Joint Controller With Customer

- 3.1 EBSCO and Customer shall act as joint Controllers with respect to User Personal Data.
- 3.2 EBSCO shall be responsible for providing Customer's end user Data Subjects with the information required under GDPR Articles 13 and 14 (including by identifying a contact point for Data Subjects) before processing User Personal Data, and with informing Customer's end users of the essence of EBSCO's arrangement with Customer.
- 3.3 EBSCO shall provide Customer's end user Data Subjects with the ability to exercise their individual rights with respect to User Personal Data within a self-service portal.

4. International Data Transfer

- 4.1 To the extent that any Customer Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Processor Standard Contractual Clauses adopted by the European Commission ("**Processor Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
 - 4.1.1 Customer is the "data exporter" and EBSCO International, Inc. is the "data importer;" and
 - 4.1.2 The provisions of Module Two are incorporated; the provisions under Modules One, Three, and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.
- 4.2 To the extent that any User Personal Data is subject to any International Data Transfer, the parties the parties agree to be bound by, and all terms and provisions of the Controller to Controller Standard Contractual Clauses adopted by the European Commission ("**Controller Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
 - 4.2.1 Customer is the "data exporter" and EBSCO is the "data importer;" and
 - 4.2.2 The provisions of Module One are incorporated; the provisions under Modules Two,

Three and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.

- 4.3 The Processor Model Clauses and Controller Model Clauses shall be collectively, the "Standard Contractual Clauses." The applicable version of the Standard Contractual Clauses is those which were approved by the European Commission on June 4, 2021. In the event that the Standard Contractual Clauses are updated, replaced, amended or re-issued by the European Commission (with the updated Standard Contractual Clauses being the "**New Contractual Clauses**") during the term of this Addendum, the New Contractual Clauses shall be deemed to replace the Standard Contractual Clauses and the parties undertake to be bound by the terms of the New Contractual Clauses effective as of the date of the update (unless either party objects to such change) and the parties shall execute a form of the New Contractual Clauses.
- 4.4 The descriptions required by the Annexes of the Standard Contractual Clauses are replaced by the information in Schedule 1, Schedule 2, and Schedule 3 of this Addendum.
- 4.5 To the extent that the UK Information Commissioner's Office issues any standard contractual clauses for the purpose of making lawful International Data Transfers during the term of this Addendum that will impact the transfers of Customer Personal Data or User Personal Data (with such clauses being the "**UK Standard Contractual Clauses**"), to the extent possible, the UK Standard Contractual Clauses shall be deemed to be incorporated into this Addendum and the parties undertake to be bound by the terms of the UK Standard Contractual Clauses effective as of the date of their issuance (unless either party objects to such change) and the parties shall execute a form of the UK Standard Contractual Clauses.

Annex I

List of Parties and Description of Data Transfers

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. **Name:**
Address:
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses:
Signature and date:
Role (controller/processor):
2. **Additional Information:**

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1. **Name:** EBSCO Publishing, Inc.
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research, creation and customization of user profiles
Signature and date:
Role (controller/processor): Joint Controller/Processor
2. **Additional Information:** N/A

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: Entity information required for handling the subscription and users of applications, including but not limited to students, teachers, employees, authors

Categories of personal data transferred: First name, last name, email address, authentication information, search information, research notes

Sensitive Data transferred (if applicable), and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved: Not Applicable

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):
Continuous

Nature of the processing: Providing access to EBSCO databases; storing user information in customized profiles; facilitating the retrieval of user search history

Purpose(s) of the data transfer and further processing: To perform the obligations between the parties, per the Agreement, to provide research tools, to personalize the experience and to prevent harvesting. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As long as reasonably necessary, some personalization information will be held until deletion is requested by a customer or user.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Subject Matter: First name, last name, email address, authentication information, search information, research notes

Nature of processing: The nature of processing includes the following: Data storage and software delivery, consent management, fulfilling data subject rights requests. Please also see Annex III, List of Subprocessors, for comprehensive information about how specific subprocessors process data.

Duration: Continuous

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority, in accordance with Clause 13, is the Supervisory Authority of Ireland.

Annex II**Technical and Organizational
Measures Including Technical and
Organizational Measures to Ensure
the Security of Data**

EBSCO shall maintain and use appropriate safeguards to prevent the unauthorized access to or use of Customer Personal Data and to implement administrative, physical and technical safeguards to protect Customer Personal Data. Such safeguards shall include:

1. Network and Application Security and Vulnerability Management
2. Logical access controls
3. Secure media disposal controls
4. Logging Controls
5. Personnel Controls
6. Physical security and environmental controls

Annex III

List of Subprocessors

MODULE TWO: Transfer controller to processor

Last Updated: March 21, 2022

The controller has been notified of the use of the following sub-processors:

Data Center Facility Providers

The following providers are used to store EBSCO data and deliver EBSCO products and services.

Name	Purpose	Location
Amazon Web Services (AWS)	Most EBSCO products primarily use AWS for data storage and software delivery	United States for most products. Certain products allow customers to choose hosting options in other regions.
Velocity Cloud (Navisite)	Software delivery platform, hosting and services.	United States
Markley Group	EBSCO uses the Markley data center as backup to its main legacy data center in Ipswich, MA.	United States

Software as a Service

The various software packages below are used to monitor, manage and/or enhance the platform

Name	Purpose	Location
Amplitude	Application metrics and analysis tool	United States
Auth0	SSO Authentication Services	United States
ChurnZero	Product usage analysis	United States
FullStory	Application metrics and analysis tool	United States
Microsoft	Used by EBSCO employees for email and document share, as well as communication through Microsoft teams.	United States
OneTrust	Data Subject Access Right request software and consent management forms.	United States
Optimizely	Application feature optimization, experimentation, and rollout tool	United States
Osano	Consent management forms	United States

Staff Augmentation

EBSCO augments its internal staff with assistance from the following staffing providers

Name	Purpose	Location
InfoSys	Software development support	India
EPAM	Software development support	India, Eastern Europe
NES	Customer support staff augmentation. NES Staff work within EBSCO managed offices using EBSCO managed workstations.	India

Resold Products

EBSCO resells the following products that hold personal information

OpenAthens	Single Sign On Service for customers.	United Kingdom
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Exhibit B

October 3, 2022

Reg # 217868

RE: Sole Source Statement

Dear Sara Wheeler,

Please accept this letter as formal notice that EBSCO Information Services is the sole source provider of NoveList Plus, NoveList Select, 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,
Kayleigh Urbanowski

Kayleigh Urbanowski
Account Executive
EBSCO Information Services
kurbanowski@ebSCO.com

October 3, 2022

Req # 217868

RE: Sole Source Statement

Dear Sara Wheeler,

Please accept this letter as formal notice that EBSCO Information Services is the sole source provider of Flipster digital magazines.

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

Sincerely,
Kayleigh Urbanowski

Kayleigh Urbanowski
Account Executive
EBSCO Information Services
kurbanowski@ebSCO.com