



RENEWAL TO LICENSE AGREEMENT

Effective Date of Agreement ("Effective Date"): 02/01/2007

Effective Date of Renewal ("Renewal Effective Date"): 02/01/2010

30F

	CLIENT	infoUSA
Full Company Name	Fort Bend County Library	infoUSA Marketing, Inc. ("infoUSA")
Principal Place of Business (address/city/state/zip)	1001 Golfview Dr. Richmond, TX 77469	5711 South 86 <sup>th</sup> Circle Omaha, NE 68127
Main Business (billing) Telephone Number	281-342-4455	402-593-4500
Main Contact Name	Lori Lessey	Carrie Clure
Main Contact Phone Number	281-342-4455	800-808-1113 Ext.3798
Main Contact Email Address	llessey@fortbend.lib.tx.us	carrie.clure@infousa.com
Technical Contact Name		Same as Main Contact
Technical Contact Email Address		Same as Main Contact
Contact for Notice		Corporate Counsel
Address for Notice (address/city/state/zip)		5711 South 86 <sup>th</sup> Circle Omaha, NE 68127

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

The parties agree to renew the Agreement, as follows:

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

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

3. **Fees:** Client agrees to purchase the Products selected below during the Renewal Term. In consideration for the Products Client shall pay infoUSA an annual Fee of **\$41,500** within thirty (30) days of the Effective Date. For any Renewal Term, Client shall pay the Fees to infoUSA within thirty (30) days of the anniversary of the Effective Date of each Renewal Term. The Fees due for Renewal Terms are subject to change. If the Fees for a Renewal Term will change from the Initial Term or a previous Renewal Term (if applicable) infoUSA will provide Client with notice of such change.

Purchase Order Number (where applicable):

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

	Products	Stand Alone	Network to workstations within the main location	Network to additional sites	Remote Access*
<input checked="" type="checkbox"/>	ReferenceUSA™ - US Businesses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA™ - US Residents	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - US Health Care Providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - Canadian Businesses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - Canadian Residents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA tm - TechUSA™	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA tm - EmployersUSA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA tm - New Businesses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA tm - New Homeowners	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA tm - New Movers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA tm - Lifestyles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	CorpTech	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Government PowerFinder™	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	American Manufacturers Disc	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	American Big Businesses Disc	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<input type="checkbox"/>	SecureUSA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of Prints/Downloads for Internal Access			50		
Number of Prints/Downloads for Remote Access			25		
Number of Authorized Users			unlimited		

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

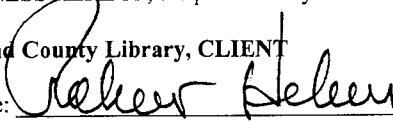
\*Remote Access for public libraries is for patrons' personal non-commercial use only.

**Account Access Description & Special Terms (if applicable):**

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

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

**Fort Bend County Library, CLIENT**


Signature: 

Name: Robert Hebert

Title: County Judge

Date: February 23, 2010

**infoUSA**

Signature: 

Name: STEVE LAIRD

Title: PRESIDENT

Date: 1.28.2010



ReferenceUSA Division  
Phone: 800-808-1113  
Fax: 402-596-7688

# RENEWAL TO LICENSE AGREEMENT

Effective Date of Agreement ("Effective Date"): 02/01/2007

Effective Date of Renewal ("Renewal Effective Date"): 02/01/2009

	CLIENT	infoUSA
Full Company Name	Fort Bend County Library	infoUSA Marketing, Inc. ("infoUSA")
Principal Place of Business (address/city/state/zip)	1001 Golfview Dr. Richmond, TX 77469	5711 South 86 <sup>th</sup> Circle Omaha, NE 68127
Main Business (billing) Telephone Number	281-342-4455	402-593-4500
Main Contact Name	Lori Lessey	Carrie Troia
Main Contact Phone Number	281-342-4455	800-808-1113 Ext.3798
Main Contact Email Address	llessey@fortbend.lib.tx.us	carrie.troia@infousa.com
Technical Contact Name		Same as Main Contact
Technical Contact Email Address		Same as Main Contact
Contact for Notice		Corporate Counsel
Address for Notice (address/city/state/zip)		5711 South 86 <sup>th</sup> Circle Omaha, NE 68127

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

The parties agree to renew the Agreement, as follows:

1. Unless otherwise set forth herein, all defined terms shall have the meanings ascribed to them in the Agreement.
2. **Renewal Term:** The term of this Renewal is for one (1) year beginning on the Renewal Effective Date ("Renewal Term"). Thereafter this Agreement shall automatically extend for additional periods of one (1) year each (a "Renewal Term") pursuant to the Agreement unless terminated prior to such extension. If either party does not want the Agreement to automatically extend at the conclusion of a term, then such party shall give the other party written notice to that effect not less than thirty (30) days before the expiration of the existing term.
3. **Fees:** Client agrees to purchase the Products selected below during the Renewal Term. In consideration for the Products Client shall pay infoUSA an annual Fee of \$38,492 within thirty (30) days of the Effective Date. For any Renewal Term, Client shall pay the Fees to infoUSA within thirty (30) days of the anniversary of the Effective Date of each Renewal Term. The Fees due for Renewal Terms are subject to change. If the Fees for a Renewal Term will change from the Initial Term or a previous Renewal Term (if applicable) infoUSA will provide Client with notice of such change.

Purchase Order Number (where applicable):

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

	Products	Stand Alone	Network to workstations within the main location	Network to additional sites	Remote Access*
<input checked="" type="checkbox"/>	ReferenceUSA™ - US Businesses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA™ - US Residents	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - US Health Care Providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - Canadian Businesses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - Canadian Residents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - TechUSA™	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - EmployersUSA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA™ - New Businesses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - New Homeowners	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - New Movers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA™ - Lifestyles	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	CorpTech	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Government PowerFinder™	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	American Manufacturers Disc	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	American Big Businesses Disc	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<input type="checkbox"/>	SecureUSA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of Prints/Downloads for Internal Access			50		
Number of Prints/Downloads for Remote Access			10		
Number of Authorized Users			unlimited		

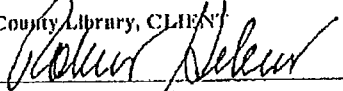
Technical support and staff training (on-site or via conference call) are included in Client's subscription and are available upon Client's request.

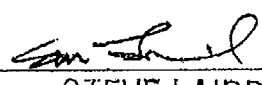
\*Remote Access for public libraries is for patrons' personal non-commercial use only.

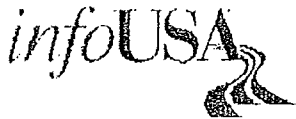
Account Access Description & Special Terms (If applicable):

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

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

Fort Bend County Library, CLIENT  
 Signature:   
 Name: Robert Hebert  
 Title: County Judge  
 Date: January 13, 2009

InfoUSA  
 Signature:   
 Name: STEVE LAIRD  
 Title: PRESIDENT  
 Date: 1.6.2009



ReferenceUSA Division  
Phone: 800-808-1113  
Fax: 402-596-7688

# RENEWAL TO LICENSE AGREEMENT

Effective Date of Agreement ("Effective Date"): 02/01/07

Effective Date of Renewal ("Renewal Effective Date"): 02/01/08

	CLIENT	infoUSA
Full Company Name	Fort Bend County Library	infoUSA Marketing, Inc. ("infoUSA")
Principal Place of Business (address/city/state/zip)	1001 Golfview Dr. Richmond, TX 77469	5711 South 86 <sup>th</sup> Circle Omaha, NE 68127
Main Business (billing) Telephone Number	281-342-4455	402-593-4500
Main Contact Name	Lorri Lessey	Mark Carrothers
Main Contact Phone Number	281-342-4455	800-808-1113 ext. 3755
Main Contact Email Address	llessey@fortbend.lib.tx.us	mark.carrothers@infousa.com
Technical Contact Name		Same as Main Contact
Technical Contact Email Address		Same as Main Contact
Contact for Notice		Corporate Counsel
Address for Notice (address/city/state/zip)		5711 South 86 <sup>th</sup> Circle Omaha, NE 68127

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

The parties agree to renew the Agreement, as follows:

1. Unless otherwise set forth herein, all defined terms shall have the meanings ascribed to them in the Agreement.
2. **Renewal Term:** The term of this Renewal is for one (1) year beginning on the Renewal Effective Date ("Renewal Term"). Thereafter this Agreement shall automatically extend for additional periods of one (1) year each (a "Renewal Term") pursuant to the Agreement unless terminated prior to such extension. If either party does not want the Agreement to automatically extend at the conclusion of a term, then such party shall give the other party written notice to that effect not less than thirty (30) days before the expiration of the existing term.
3. **Fees:** Client agrees to purchase the Products selected below during the Renewal Term. In consideration for the Products Client shall pay infoUSA an annual Fee of \$34,993 within thirty (30) days of the Effective Date. For any Renewal Term, Client shall pay the Fees to infoUSA within thirty (30) days of the anniversary of the Effective Date of each Renewal Term. The Fees due for Renewal Terms are subject to change. If the Fees for a Renewal Term will change from the Initial Term or a previous Renewal Term (if applicable) infoUSA will provide Client with notice of such change.

Purchase Order Number (where applicable):

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

	Products	Stand Alone	Network to workstations within the main location	Network to additional sites	Remote Access*
<input checked="" type="checkbox"/>	ReferenceUSA™ - US Businesses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceUSA™ - US Residents	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - US Health Care Providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - Canadian Businesses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceUSA™ - Canadian Residents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	TechUSA™	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	EmployersUSA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	New Businesses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Government PowerFinder™	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	American Manufacturers Disc	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	American Big Businesses Disc	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Number of Prints/Downloads for Internal Access		50		
	Number of Prints/Downloads for Remote Access		10		
	Number of Authorized Users				

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

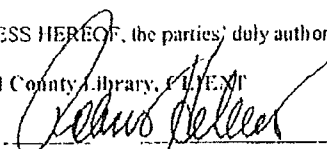
\*Remote Access for public libraries is for patrons' personal non-commercial use only.

Account Access Description & Special Terms (if applicable):

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

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

Fort Bend County Library, FLEET

Signature: 

Name: Robert Hebert

Title: County Judge

Date: 2-5-08

InfoUSA

Signature: 

Name: STEVE LAIRD

Title: PRESIDENT

Date: 1-30-2008



90033366

ReferenceUSA Division  
Phone: 800-808-1113  
Fax: 402-596-7688

## RENEWAL TO LICENSE AGREEMENT

Effective Date of Agreement ("Effective Date"): February 1, 2006

Effective Date of Renewal ("Renewal Effective Date"): February 1, 2007

	CLIENT	infoUSA
Full Company Name	Fort Bend County Library	infoUSA Marketing, Inc. ("infoUSA")
Principal Place of Business (address/city/state/zip)	1001 Golfview Dr. Richmond, TX 77469	5711 South 86 <sup>th</sup> Circle Omaha, NE 68127
Main Business (billing) Telephone Number	281-342-4455	402-593-4500
Main Contact Name	Lorri Lessey	Kam Draper
Main Contact Phone Number	281-342-4455	800-808-1113 ext 3760
Main Contact Email Address	llessey@forbend.lib.tx.us	kam.draper@infoUSA.com
Technical Contact Name	Myra Ponville	Same as Main Contact
Technical Contact Email Address	myra@forbend.lib.tx.us	Same as Main Contact
Contact for Notice		Corporate Counsel
Address for Notice (address/city/state/zip)		5711 South 86 <sup>th</sup> Circle Omaha, NE 68127

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

The parties agree to renew the Agreement, as follows:

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

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

3. **Fees:** Client agrees to purchase the Products selected below during the Renewal Term. In consideration for the Products Client shall pay infoUSA an annual Fee of \$32,000 within thirty (30) days of the Effective Date. For any Renewal Term, Client shall pay the Fees listed in Schedule A to infoUSA within thirty (30) days of the anniversary of the Effective Date of each Renewal Term. The Fees due for Renewal Terms are subject to change. If the Fees for a Renewal Term will change from the Initial Term or a previous Renewal Term (if applicable) infoUSA will provide Client with notice of such change.

Purchase Order Number (where applicable):

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

Products	Stand Alone	Network to workstations within the main location	Network to additional sites	Remote Access*
X ReferenceUSA™ - US Businesses		X	X	X
X ReferenceUSA™ - US Residents		X	X	X
ReferenceUSA™ - US Health Care Providers				
ReferenceUSA™ - Canadian Businesses				
ReferenceUSA™ - Canadian Residents				
TechUSA™				
FindUSA™				
American Business Disc				
Government PowerFinder™				
American Manufacturers Disc				
American Big Businesses Disc				
Texas Business Directory				
Big Business Directory				
Number of Prints/Downloads for Internal Access		50		
Number of Prints/Downloads for Remote Access		10		
Number of Authorized Users				

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

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

Account Access Description & Special Terms (if applicable):

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

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

Fort Bend County Library, CLIENT

Signature: [Signature]

Name: Robert Hebert

Title: County Judge

Date: 1-23-07

InfoUSA, VENDOR

Signature: [Signature]

Name: STEVE LAIRD

Title: PRESIDENT

Date: 12-29-06



ReferenceUSA/Government Division  
Phone: 800-808-1113  
Fax: 402-596-7688

90031808

Effective Date: February 1, 2005 2006

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

	CLIENT	infoUSA
Full Company Name	Fort Bend Public Library	infoUSA Marketing, Inc. ("infoUSA")
Principal Place of Business (address/city/state/zip)	1001 Golfview Dr. Richmond, TX 77469	5711 South 86 <sup>th</sup> Circle Omaha, NE 68127
Main Business (billing) Telephone Number	281-342-4455	402-593-4500
Main Contact Name	Joanne Downing	Kam Draper
Main Contact Phone Number	281-341-2617	800-808-1113 ext 3760
Main Contact Email Address	jdowning@fortbend.lib.tx.us	kam.draper@infousa.com
Technical Contact Name	Lorri Lessey	Same as Main Contact
Technical Contact Email Address	llessey@fortbend.lib.tx.us	Same as Main Contact
Contact for Notice	Joanne Downing	Corporate Counsel
Address for Notice (address/city/state/zip)	1001 Golfview Dr. Richmond, TX 77469	5711 South 86 <sup>th</sup> Circle Omaha, NE 68127

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

1. **Term:** The term of this Agreement shall begin on the Effective Date and shall extend for one (1) year (the "Initial Term"), unless extended or earlier terminated in accordance with the Agreement.

2. **License and Use of the Products:** infoUSA grants Client a limited, non-exclusive, non-transferable license to use the Products for research and reference purposes in accordance with all applicable federal, state and local laws, statutes, rules, regulations and ordinances ("Laws"). Except as provided for on Schedule A the Products may not be made available for public access, remote access or to multiple users without the prior written approval of infoUSA. Client and any users who are authorized under the terms of this Agreement ("Users") are expressly prohibited from (i) sublicensing or reselling the Products; (ii) using or allowing third parties to use the Products for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; (iii) using the Products in any manner not specifically authorized in this Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying or otherwise altering the Products or any part thereof; or (v) printing, downloading, reproducing, copying or scraping data from the Products, except as permitted by the printing or downloading commands of the Products as specified on Schedule A. Client acknowledges that the Products may be accessed through linkage to the infoUSA's reference web site, and that all Users accessing the reference website do so subject to the terms and conditions stated therein. infoUSA reserves the right to modify the terms and conditions located on the reference website at any time.

3. **Networking, Multiple and/or Simultaneous Use:** The Products cannot be loaded onto a server that reaches outside the walls of the immediate room or research facility of Client. If networking, multiple or simultaneous use is authorized on Schedule A, Client will pay additional fees for each additional User. If additional Users are added, Client will provide written notice to infoUSA and will pay infoUSA additional fees based on the number of additional Users within thirty (30) days.

4. **Fees.** Client shall pay Vendor the non-refundable annual subscription fees ("Fees") listed in Schedule A attached hereto. For any Renewal Term, Client shall pay the Fees listed in Schedule A to infoUSA within thirty (30) days of the anniversary of the Effective Date of each Renewal Term. The Fees due for Renewal Terms are subject to change.

5. **Termination:** Either party may terminate the Agreement if the other party materially breaches any term or condition of the Agreement and fails to remedy such breach within thirty (30) days after written notice of such breach; or becomes subject to any receivership, insolvency, bankruptcy, moratorium or similar proceeding for more than thirty (30) days. infoUSA may immediately terminate this Agreement if Licensee causes or facilitates any unauthorized use or distribution of the infoUSA Data. Upon termination of this Agreement for any reason Licensee shall cease any and all use of the Products and ensure that all copies of the Products and any related data and information is deleted from its computers and, if applicable, returned to infoUSA no later than five (5) days after termination of this Agreement.

6. **Client Responsibilities:** Client agrees and warrants that it will use the Products in strict compliance with all applicable Laws and further acknowledges that it is Client's sole responsibility to determine the applicability of such Laws.

7. **Warranty; Limitation of Liability.** Neither infoUSA nor any of its information or service providers assures or warrants or assumes any liability for the correctness, comprehensiveness or completeness of any Product. The Products are provided on an "AS IS" basis. INFOUSA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE MERCHANTABILITY, SUITABILITY, QUALITY, FITNESS FOR A

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PARTICULAR PURPOSE OR OTHERWISE, OR RESULTS TO BE DERIVED FROM THE USE OF ANY LICENSED DATA, PRODUCTS, SOFTWARE OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT.

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

8. **Governing Law.** The validity and effect of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws rules. All legal proceedings relating to the subject matter of this Agreement shall be maintained in the state or federal courts sitting in Fort Bend County, Texas and each party agrees that jurisdiction and venue for any such legal proceedings shall lie exclusively with such courts.

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

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

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

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

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

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

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

CLIENT FORT BEND COUNTY

BY: [Signature]

Name: Robert Hebert

Title: County Judge

Date: 1-24-06

infoUSA

BY: [Signature]

Name: Fred Vakili

Title: Officer

Date: 1-18-06



**SCHEDULE A  
AUTHORIZED USE & SPECIAL TERMS**

900 31 808

**ACCOUNT/BILLING PHONE NUMBER: 281-342-4455**

**INITIAL TERM:** one (1) year beginning on February 1, 2006 and expiring on January 30, 2007.

Client agrees to purchase the Products selected below during the Initial Term of the Agreement. In consideration for the Products Client shall pay infoUSA an annual Fee of \$31,500 within thirty (30) days of the Effective Date.

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

**Purchase Order Number** (where applicable):

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

	Products	Stand Alone	Network to workstations within the main location	Network to additional sites	Remote Access*
X	ReferenceUSA™ - US Businesses		X	X	X
X	ReferenceUSA™ - US Residents		X	X	X
	ReferenceUSA™ - US Health Care Providers				
	ReferenceUSA™ - Canadian Businesses				
	ReferenceUSA™ - Canadian Residents				
	Investigative Database**				
	American Business Disc				
	Government PowerFinder™				
	American Manufacturers Disc				
	American Big Businesses Disc				
	Number of Prints/Downloads for Internal Access		50		
	Number of Prints/Downloads for Remote Access		10		
	Number of Authorized Users				

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

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

\*\*Investigative Database Product contains sensitive data elements that are only available for delivery to properly authorized government entities and subdivisions. If Client's subscription includes access to the Investigative Database Client's representative who executes the Agreement represents and certifies that they are authorized to execute this Agreement on behalf of Client, that Client is a government agency or subdivision, and that such agency or subdivision specifically agrees to be bound by the provisions of the Agreement. Under no circumstance shall Client allow any individual who is not both employed and specifically authorized by Client to access the information contained on or deliverable through the Investigative Database Product.

**Account Access Description & Special Terms (if applicable):**

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

**Cheryl Krejci - Fwd: SHI Helpstar for IT and Library**

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**From:** Mary Reveles  
**To:** Cheryl Krejci  
**Date:** 2/12/2010 2:32 PM  
**Subject:** Fwd: SHI Helpstar for IT and Library  
**CC:** Laura Johnson  
**Attachments:** SHI DIR Helpstar.pdf

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Cheryl,

This agreement is approved as to legal form.

Thanks!  
-Mary

>>> Cheryl Krejci 2/11/2010 3:48 PM >>>  
Please review the below DIR contract for IT and the Library:

[http://www2.dir.state.tx.us/DIR\\_Contracts/1247693580362.pdf](http://www2.dir.state.tx.us/DIR_Contracts/1247693580362.pdf)

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