

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

ADDENDUM TO LICENSE AGREEMENT


THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Facts on File, DBA Infobase Learning, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain License Agreement, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

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

1. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
2. **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 defending, indemnifying, holding or saving harmless for any reason are hereby deleted.
3. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
4. **Applicable Law.** 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.

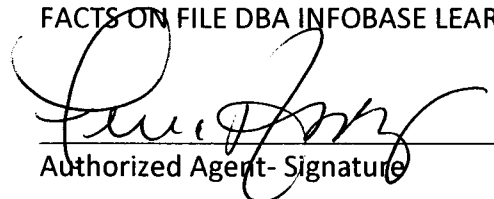
FORT BEND COUNTY



Robert E. Hebert
 Fort Bend County Judge

2-4-14
 Date

FACTS ON FILE DBA INFOBASE LEARNING



Authorized Agent- Signature

Felicia Ambrogio
 Authorized Agent- Printed Name

Sales Director, K-12/PL

Title

1-17-14

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 9,229.26 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

EXHIBIT A

THIS LICENSE IS AGREED BETWEEN

Facts On File DBA Infobase Learning, of 132 West 31st Street, 17th Floor, New York, New York 10001

and

Fort Bend County Libraries
1001 Golfview Drive
Richmond, TX 77469

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AND WHEREAS the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the license to use the rights for the Fee, subject to the terms and conditions of this License.

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- 10.5 This Licence shall be governed by and construed in accordance with New York law.

AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER:


Name: Felicia Ambrogio

Signature: 

Position / Title: Director, Online Sales K-12/PL

Date: October 1, 2013

FOR THE LICENSEE: Fort Bend County

Name:  Robert E. Hebert

Signature:  2-4-14

Position / Title: Robert E. Hebert.
County Judge

Date: 2-4-14

SCHEDULE 1

LICENSED MATERIALS, SUBSCRIPTION PERIOD, FEE, AND ACCESS METHOD

A schedule dated Subscription Term – 12/31/2013 to 12/31/2014 to the License between Facts On File and Fort Bend County Libraries

THE LICENSED MATERIALS:

✓ **World News Digest**

SUBSCRIPTION PERIOD: 1 Year

FEE: SUBSCRIPTION PACKAGE TOTAL \$9,229.26

Delivery: Unlimited Usage including remote access.

ACCESS METHOD (Choose One):

- ☐ Authentication via User ID/password and IP Address
- ☐ Authentication via IP address

AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER:

Name: Felicia Ambrogio

Signature: 

Position / Title: Director, Online Sales K-12/PL

Date: 1-17-14

FOR THE LICENSEE: Fort Bend County

Name: Robert E. Herbert

Signature:  2-4-14

Position / Title: County Judge

Date: 2-4-14

SCHEDULE 2

LICENSEE'S PREMISES

A schedule dated Subscription Term – 12/31/2013 to 12/31/2014 to the License between Facts On File and Fort Bend County Libraries

List of addresses of the Licensee's Library Premises, Domain Name(s) and IP addresses and/or ranges:

<u>Library name & address</u>	<u>Domain name(s)</u>	<u>IP addresses/ranges</u>
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Fort Bend County Libraries 1001 Golfview Drive Richmond , TX 77469		
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AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER:

Name: Felicia Ambrogio

Signature:

Position / Title: Director, Online Sales

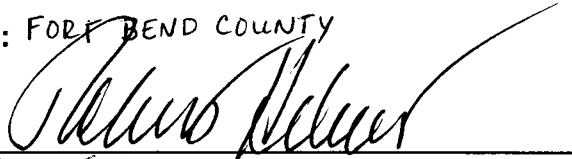
Date: October 1, 2013

FOR THE LICENSEE: FORT BEND COUNTY

Name: Signature:

Position / Title:

Date: 2-4-14


Robert E. Hebert
County Judge