

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

ADDENDUM TO VALUE LINE LIBRARY SOFTWARE TERMS AND CONDITIONS

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 Value Line Publishing LLC, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that Value Line Library Software Terms and Conditions (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

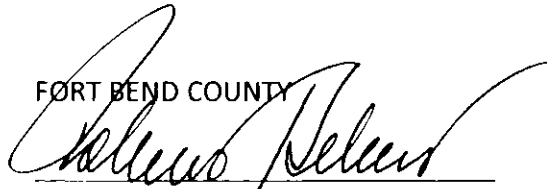
WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Term.** This Agreement shall begin on March 1, 2015 and terminate on February 28, 2016. This Agreement shall not automatically renew.
2. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
3. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
4. **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.
5. **Confidential Information.** Contractor 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 Contractor 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 Contractor for any reason are hereby deleted.


7. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
8. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
9. **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, County Judge

Date

ATTEST:


Laura Richard, County Clerk

VALUE LINE PUBLISHING LLC


Authorized Agent- Signature

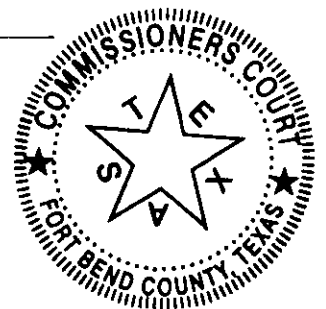
Authorized Agent- Printed Name

PRESIDENT
Title

Date

11-21-2014

MTR: I/Agreements/2015/Purchasing/Value Line 11.04.14



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 20,100.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

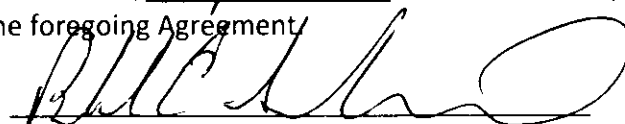

Robert Ed Sturdivant, County Auditor

EXHIBIT A

VALUE LINE LIBRARY SOFTWARE TERMS & CONDITIONS

1. VALUE LINE PUBLISHING LLC ("VALUE LINE") PROVIDES, THROUGH ITS WEB SITE, CERTAIN VALUE LINE INFORMATION, RATINGS AND EARNING ESTIMATES RELATED TO COMPANIES WHOSE SECURITIES ARE PUBLICLY TRADED, AND CERTAIN ARTICLES, EXPLANATORY TEXT, AND PRODUCT INFORMATION (COLLECTIVELY, THE "VALUE LINE® INFORMATION"). LICENSEE'S USE OF THE VALUE LINE® INFORMATION IS ENTIRELY AT LICENSEE'S OWN RISK AND IT IS LICENSEE'S SOLE RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL VALUE LINE® INFORMATION.
2. ALL VALUE LINE® INFORMATION IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER VALUE LINE NOR ANY OF VALUE LINE'S AFFILIATES WARRANTS THAT THE VALUE LINE® INFORMATION WILL BE ACCURATE, COMPLETE, UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE FROM OR RELATED TO THE VALUE LINE® INFORMATION IS FREE OF VIRUSES, WORMS, OR OTHER HARMFUL COMPONENTS.
3. UNDER NO CIRCUMSTANCES SHALL VALUE LINE, OR THEIR AFFILIATES OR THEIR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM LICENSEE'S USE, NON-USE OR RELIANCE UPON THE VALUE LINE® INFORMATION, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS OR DELETIONS OF FILES, ERRORS OR DEFECTS IN THE VALUE LINE® INFORMATION, DELAYS IN OPERATION, TRANSMISSION OR FAILURE OF PERFORMANCE. IF LICENSEE IS DISSATISFIED WITH ANY VALUE LINE® INFORMATION, LICENSEE'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE VALUE LINE® INFORMATION.
4. THE VALUE LINE® INFORMATION IS PROVIDED TO LICENSEE SOLELY FOR LICENSEE'S OWN INTERNAL PURPOSES. ALL FORMS OF SUB-LICENSING, RESELLING, REPUBLICATION OR OTHER FORM OF DISTRIBUTION, INCLUDING INTERNET POSTING, ELECTRONIC MAILING, FAXING, ARCHIVING IN A PUBLIC DATABASE, REDISTRIBUTING VIA A COMPUTER NETWORK, OR IN A PRINTED FORM, TO THIRD PARTIES OF ANY VALUE LINE® INFORMATION ARE STRICTLY PROHIBITED.
5. VALUE LINE OR ITS LICENSORS ARE THE SOLE AND EXCLUSIVE OWNERS OF ALL RIGHT, TITLE AND INTEREST, INCLUDING TRADEMARKS, COPYRIGHTS, PATENTS, TRADE NAMES, TRADE SECRETS AND OTHER INTELLECTUAL PROPERTY RIGHTS, IN THE VALUE LINE® INFORMATION. LICENSEE MAY NOT OTHERWISE COPY, MODIFY, ADAPT, REPRODUCE, TRANSLATE, REVERSE ENGINEER, DECOMPILE, DISASSEMBLE, SUBLICENSE OR ASSIGN ANY ASPECT OF THE VALUE LINE® INFORMATION DELIVERED OR ACCESSED VIA THIS SERVICE. LICENSEE SHALL COMPLY WITH THE "S&P CUSIP CONTRACT TERMS" AS SET FORTH IN EXHIBIT A. LICENSEE MAY NOT USE, ADOPT OR ATTEMPT TO REGISTER ANYWHERE IN THE WORLD, WHETHER ALONE OR TOGETHER WITH ANY OTHER MARK, SYMBOL, OR NAME, ANY VALUE LINE TRADE NAME OR MARK OR SERVICE NAME OR MARK THAT IS SIMILAR OR CONFUSINGLY SIMILAR TO THE VALUE LINE TRADEMARKS.
6. THIS AGREEMENT SHALL FOR ALL PURPOSES BE GOVERNED, INTERPRETED, CONSTRUED AND ENFORCED SOLELY AND EXCLUSIVELY IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, USA (EXCLUDING ITS LAW OF CONFLICT OF LAWS). LICENSEE HEREBY AGREES THAT THE COURTS LOCATED IN THE STATE AND COUNTY OF NEW YORK, USA SHALL CONSTITUTE THE SOLE AND EXCLUSIVE FORUM FOR THE RESOLUTION OF ANY AND ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND LICENSEE HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS AND IRREVOCABLY WAIVE ANY OBJECTIONS THERETO, INCLUDING ON GROUNDS OF FORUM NON CONVENIENS. REGARDLESS OF WHERE LICENSEE ACCESSES VALUE LINE® INFORMATION FROM, LICENSEE AGREES TO COMPLY WITH ALL APPLICABLE UNITED STATES LAWS, INCLUDING THOSE REGARDING THE EXPORT OF DATA. LICENSEE IS ALSO RESPONSIBLE FOR COMPLYING WITH ALL OTHER LAWS, RULES AND REGULATIONS THAT MAY BE APPLICABLE TO LICENSEE'S USE OF THE VALUE LINE® INFORMATION.
7. VALUE LINE MAY DENY LICENSEE ACCESS TO ALL OR PART OF THIS SERVICE WITHOUT NOTICE IF LICENSEE ENGAGES IN ANY CONDUCT OR ACTIVITIES THAT VALUE LINE IN ITS SOLE DISCRETION BELIEVES VIOLATES APPLICABLE LAW OR ANY TERM OF THIS AGREEMENT.
8. LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD VALUE LINE, THEIR AFFILIATES AND LICENSORS HARMLESS FROM ANY AND ALL LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO ANY VIOLATION OF THIS AGREEMENT BY LICENSEE OR AUTHORIZED USERS OF LICENSEE'S ACCOUNT.
9. IN THE EVENT THAT ANY PORTION OF THIS AGREEMENT IS HELD TO BE UNENFORCEABLE, THE UNENFORCEABLE PORTION SHALL BE CONSTRUED IN ACCORDANCE WITH APPLICABLE LAWS AS NEARLY AS POSSIBLE TO REFLECT THE ORIGINAL INTENTIONS OF THE PARTIES AND THE REMAINDER OF THE PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.
10. VALUE LINE'S FAILURE TO INSIST UPON OR ENFORCE STRICT PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT SHALL NOT BE CONSTRUED AS A WAIVER OF ANY PROVISION OR RIGHT. NEITHER THE COURSE OF CONDUCT BETWEEN PARTIES NOR TRADE PRACTICE SHALL ACT TO MODIFY ANY PROVISION OF THIS AGREEMENT.
11. AUTHORIZED LOCATION(S):

**Fort Bend County Libraries
1001 Golfview Drive
Richmond, TX 77469**
12. THIS AGREEMENT SHALL BE FOR A TERM OF TWELVE (12) MONTHS FROM THE EFFECTIVE START DATE OF **MARCH 1, 2015**. THIS AGREEMENT SHALL AUTOMATICALLY RENEW UPON EXPIRATION FOR SUCCESSIVE (12) MONTH TERMS. LICENSE FEES ARE SUBJECT TO CHANGE BY LICENSOR PROVIDED THAT ADVANCE NOTICE IS SENT TO LICENSEE AT LEAST FORTY-FIVE (45) DAYS PRIOR TO THE ANNIVERSARY OF THE EFFECTIVE START DATE. ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FORCE AS SPECIFIED IN THE AGREEMENT. EITHER PARTY MAY CANCEL THIS AUTOMATIC RENEWAL PROVISION BY DELIVERING A WRITTEN NOTICE TO THE OTHER NO LATER THAN THIRTY (30) DAYS PRIOR TO THE ANNIVERSARY OF THE EFFECTIVE START DATE. THIS AGREEMENT MAY BE RENEWED FOR AN ADDITIONAL ONE YEAR PERIOD SO LONG AS BOTH PARTIES AGREE PRIOR TO THE EXPIRATION DATE OF THE INITIAL TERM.

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13. ANNUAL FEE FOR **THE RESEARCH CENTER OF (U.S.) \$20,100** IS PAYABLE PRIOR TO EFFECTIVE START DATE. Licensee understands and acknowledges that, notwithstanding anything to the contrary expressed or implied in this Agreement, payment of the Annual Fee as provided herein is a condition precedent for Value Line's performance of this Agreement.

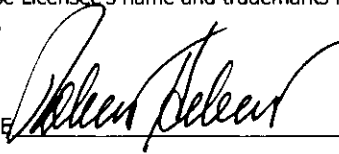
14. LICENSEE IS PERMITTED TO USE THE SOFTWARE FOR ONLY USERS IN THE FOLLOWING IP ADDRESS RANGE LOCATED AT THE AUTHORIZED LOCATION:

Please List All Authorized IP's

15. Value Line shall not be liable for any costs or damages resulting from its inability to perform any of its obligations under this Agreement due to acts of God, the elements, strikes, actions or decrees of governmental bodies or any other causes beyond the reasonable control of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this Agreement. Upon a written notice of such event, all obligations of Value Line under this Agreement which are reasonably related to the Force Majeure Event shall be immediately suspended. If a Force Majeure Event occurs that affects Value Line's ability to perform its services for a period of 30 consecutive days, Value Line shall be entitled to terminate this Agreement on five days' prior written notice to the Licensee.

16. Licensee agrees that Value Line may use Licensee's name and trademarks in presentations, marketing materials, customer lists, financial reports, and Web site listings of customers.

AGREED TO FOR LICENSEE BY: SIGNATURE



NAME: Robert Hebert
County Judge

DATE: 1-13-2015