

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**ADDENDUM TO LIBRARY ECONTENT AGREEMENT
 FY 2020**

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.

WHEREAS, the parties have previously executed and accepted that certain LIBRARY ECONTENT AGREEMENT ("Agreement" attached hereto as Exhibit "B" and incorporated by reference), of EBSCO's History Reference Center, NoveList Plus, Flipster, and NoveList Select for POLARIS software ("Software"); and

WHEREAS, EBSCO is the sole source provider for the Software; and

WHEREAS, County desires to purchase an annual subscription for the fiscal year 2020 for use of the Software as provided by OrderID WSR465079 dated 09/04/19 and attached hereto as Exhibit "A" and incorporated by reference.

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

1. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
2. **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.
3. **Limit of Appropriation.** Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of ninety-five thousand five hundred seventy-one dollars and 94/100 (\$95,571.94), specifically allocated to fully discharge any and all liabilities County may incur.
4. **Term.** Term of performance shall begin on February 1, 2020 and end on January 31, 2021.
5. **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.
6. **Confidential Information.** 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.

7. **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.
8. **Software Assurance.** EBSCO represents and warrants that its software and any related systems and/or services related to its software (collectively, the "Software") 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 use of the EBSCO's Software infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and the EBSCO's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.
9. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by EBSCO in any way associated with the Agreement.
10. **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.
11. **Governing Law.**
 - a. 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.
 - b. As required by Chapter 2270, Government Code, EBSCO hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
 - c. By signature below, EBSCO represents pursuant to Section 2252.152 of the Texas Government Code, that EBSCO is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
12. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CONTRACTOR 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.
13. **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.
14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY



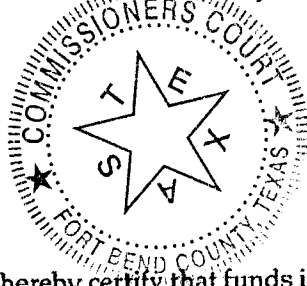
Grady Prestage, Commissioner, Precinct 2
Presiding Officer, Commissioners Court, November 26, 2019

Date

ATTEST:



Laura Richard, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 95,571.94 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

EBSCO PUBLISHING, INC.



Authorized Agent - Signature

Alex Saltzman

Authorized Agent- Printed Name

Senior VP, Inside Sales

Title

11/6/2019

Date

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@epnet.com

Product Order Form

CustID: fibend
OrderID: WSR465079
Date: 09/04/2019
Page 1 of 1

Purchasing Customer
FORT BEND CO LIBRARIES
1001 GOLFFVIEW DR
RICHMOND, TX, 77469-5199
USA

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

Contact:
Teresa Thiim
(281) 633-4746
Teresa.Thiim@fortbend.lib.tx.us

Your invoice will be sent to:
Teresa Thiim
Teresa.Thiim@fortbend.lib.tx.us

Product Name	Begin Date	Expire Date	Price
History Reference Center eBook Subscription	02/01/2020	01/31/2021	Comp
Novelist Select for POLARIS (Non-Direct)	02/01/2020	01/31/2021	\$13,660.00
Novelist Plus	02/01/2020	01/31/2021	\$22,230.00
History Reference Center	02/01/2020	01/31/2021	\$21,682.00

Total: \$57,572.00
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 EBSCO 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.

Authorized Signature: _____ Date: _____
Print Name: _____ Title: _____

Please sign, scan and email this form to: ARIELE PAPPALIMBERIS at arpappalimberis@ebsco.com

Thank you for your business!

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

Flipster Subscription Projection for FY2019-20
 Customer Name: FORT BEND CO LIBRARIES
 Customer ID: fbend

Title	Existing Qty	New Order Qty	Publisher	ISSN	Model	Term	Category	Possible Projected Cost	Discount	Possible Projected Net
Ask	1	1	Cricket Media	15354305	Unlimited	1.0 year	Family & Kids	\$283.34	\$141.67	\$141.67
The Atlantic	1	1	Atlantic Media Inc.	10727825	500 SIMUsers	1.0 year	News & Politics	\$985.88	\$197.18	\$197.18
Boys' Life	1	1	Boy Scouts of America	88608	Unlimited	1.0 year	Family & Kids	\$755.62	\$377.81	\$377.81
Car & Driver	1	1	Hearst Magazines, a division of Hearst Communications, Inc.	88002	500 SIMUsers	1.0 year	Automotive	\$944.53	\$472.26	\$472.26
Coloring Book for Grown Ups: Creative Patterns for Adults	1	1	Blue Star Coloring		Unlimited	1.0 year	Hobbies, Interests & DIY	\$1,093.75	\$546.88	\$546.88
Comics & Gaming Magazine	1	1	Comics & Gaming Magazine	22904093	Unlimited	1.0 year	Comics	\$945.00	\$472.50	\$472.50
Cooking Light	1	1	Time Inc.	8864445	100 SIMUsers	1.0 year	Food & Cooking	\$756.00	\$378.00	\$378.00
Country Living	1	1	Hearst Magazines, a division of Hearst Communications, Inc.	7322569	500 SIMUsers	1.0 year	Home & Garden	\$944.53	\$472.26	\$472.26
Discovery Girls	1	1	Discovery Girls	15353230	Unlimited	1.0 year	Family & Kids	\$859.40	\$429.70	\$429.70
Ebony	1	1	Ebony Media Operations, LLC	129011	Unlimited	1.0 year	Lifestyle	\$566.62	\$283.31	\$283.31
Entertainment Weekly	1	1	Time Inc.	10480434	100 SIMUsers	1.0 year	Entertainment	\$2,156.11	\$1,078.06	\$1,078.06
Essence	1	1	Time Inc.	140880	100 SIMUsers	1.0 year	Women's Interest	\$881.60	\$440.80	\$440.80
Field & Stream	1	1	Bonnier Corporation	15548066	Unlimited	1.0 year	Sports	\$314.53	\$157.26	\$157.26
Food Network Magazine	1	1	Hearst Magazines, a division of Hearst Communications, Inc.	1944723X	500 SIMUsers	1.0 year	Food & Cooking	\$944.53	\$472.26	\$472.26
Forbes	1	1	Forbes Inc.	156914	500 SIMUsers	1.0 year	Business	\$1,139.62	\$569.81	\$569.81
Girls' Life	1	1	Girl's Life Acquisitions Corp.	10783226	Unlimited	1.0 year	Teens	\$566.62	\$283.31	\$283.31
Good Housekeeping	1	1	Hearst Magazines, a division of Hearst Communications, Inc.	0017269X	500 SIMUsers	1.0 year	Home & Garden	\$944.53	\$472.26	\$472.26
Health	1	1	Time Inc.	1059938X	100 SIMUsers	1.0 year	Fitness & Health	\$608.67	\$304.33	\$304.33
Hello	1	1	Highlights for Children, Inc.	71605014	Unlimited	1.0 year	Family & Kids	\$629.37	\$314.69	\$314.69
High Five	1	1	Highlights for Children, Inc.	19431465	Unlimited	1.0 year	Family & Kids	\$642.43	\$321.22	\$321.22
High Five Bilingual	1	1	Highlights for Children, Inc.	23748407	Unlimited	1.0 year	Family & Kids	\$629.37	\$314.69	\$314.69
Highlights	1	1	Highlights for Children, Inc.	0018165X	Unlimited	1.0 year	Family & Kids	\$642.43	\$321.22	\$321.22
House Beautiful	1	1	Hearst Magazines, a division of Hearst Communications, Inc.	186422	500 SIMUsers	1.0 year	Home & Garden	\$944.53	\$472.26	\$472.26
Kiplinger's Personal Finance	1	1	Kiplinger Washington Editors Inc.	15189729	Unlimited	1.0 year	Business	\$372.21	\$186.11	\$186.11
Ladybug	1	1	Cricket Media	10514961	Unlimited	1.0 year	Family & Kids	\$283.34	\$141.67	\$141.67
Men's Health	1	1	Roadie Inc.	10544836	50 SIMUsers	1.0 year	Fitness & Health	\$377.84	\$188.92	\$188.92
Money	1	1	Time Inc.	1454953	100 SIMUsers	1.0 year	Business	\$1,585.71	\$792.86	\$792.86
Motor Trend	1	1	TEN: The Enthusiast Network, Inc. f/k/a Source Interlink Media, LLC	272094	Unlimited	1.0 year	Automotive	\$141.59	\$70.80	\$70.80
The New Yorker	1	1	Condé Nast Publications	0028792X	Unlimited	1.0 year	News & Politics	\$1,417.34	\$708.67	\$708.67
Newsweek en Español	1	1	News for America LLC	10913418	Unlimited	1.0 year	News & Politics	\$151.20	\$75.60	\$75.60
Newsweek Global	1	1	Newsweek LLC	289604	Unlimited	1.0 year	News & Politics	\$1,575.00	\$787.50	\$787.50
O, The Oprah Magazine	1	1	Hearst Magazines, a division of Hearst Communications, Inc.	15313247	500 SIMUsers	1.0 year	Lifestyle	\$944.53	\$472.26	\$472.26
People	1	1	Time Inc.	897673	100 SIMUsers	1.0 year	Entertainment	\$4,387.45	\$2,193.72	\$2,193.72
People en Español	1	1	Time Inc.	10865750	100 SIMUsers	1.0 year	Entertainment	\$754.87	\$377.43	\$377.43
Popular Mechanics	1	1	Hearst Magazines, a division of Hearst Communications, Inc.	324558	500 SIMUsers	1.0 year	Science & Technology	\$944.53	\$472.26	\$472.26
Popular Science	1	1	Cricket Media	1617370	Unlimited	1.0 year	Science & Technology	\$314.21	\$157.11	\$157.11
Prevention	1	1	Bonnier Corporation	328006	50 SIMUsers	1.0 year	Fitness & Health	\$378.00	\$189.00	\$189.00
Ranger Rick	1	1	National Wildlife Federation	1786656	Unlimited	1.0 year	Family & Kids	\$754.11	\$377.06	\$377.06
Real Simple	1	1	Time Inc.	15281701	100 SIMUsers	1.0 year	Lifestyle	\$1,094.31	\$547.16	\$547.16
Redbook	1	1	Hearst Magazines, a division of Hearst Communications, Inc.	242106	500 SIMUsers	1.0 year	Lifestyle	\$944.53	\$472.26	\$472.26
Southern Living	1	1	Time Inc.	384305	100 SIMUsers	1.0 year	Travel & Regional	\$754.11	\$377.06	\$377.06
Sports Illustrated	1	1	Time Inc.	0038222X	100 SIMUsers	1.0 year	Sports	\$3,362.21	\$1,681.11	\$1,681.11
Teen Vogue	1	1	Condé Nast Publications	15402215	Unlimited	1.0 year	Teens	\$157.34	\$78.67	\$78.67
This Old House	1	1	This Old House	10662633	Unlimited	1.0 year	Hobbies, Interests & DIY	\$392.96	\$196.48	\$196.48
Time	1	1	Time Inc.	0040781X	100 SIMUsers	1.0 year	News & Politics	\$2,877.71	\$1,438.86	\$1,438.86
Vegetarian Today	1	1	Active Interest Media, Inc.	24750093	Unlimited	1.0 year	Lifestyle	\$236.09	\$118.05	\$118.05
Wacky But True	1	1	Wildlife Education, Ltd.	24481375	Unlimited	1.0 year	Family & Kids	\$1,474.20	\$737.10	\$737.10
ZooBooks	1	1	Wildlife Education, Ltd.	7379400	Unlimited	1.0 year	Family & Kids	\$1,132.11	\$566.06	\$566.06
AARP: The Magazine	0	0	AARP	15482014	Unlimited	1.0 year	Lifestyle	\$1,780.00	\$890.00	\$890.00
American Craft	0	0	American Craft Council	1948008	Unlimited	1.0 year	Hobbies, Interests & DIY	\$315.00	\$157.50	\$157.50
Better Nutrition	0	0	Active Interest Media, Inc.	0495068X	Unlimited	1.0 year	Food & Cooking	\$376.11	\$188.06	\$188.06
Bloomberg Businessweek	0	0	Bloomberg, L.P.	77135	Unlimited	1.0 year	News & Politics	\$3,400.87	\$1,700.43	\$1,700.43
Bon Appetit	0	0	Condé Nast Publications	66990	Unlimited	1.0 year	Food & Cooking	\$314.84	\$157.42	\$157.42
Craft Ideas	0	0	Amos Media Company	23720514	100 SIMUsers	1.0 year	Hobbies, Interests & DIY	\$377.62	\$188.81	\$188.81
Entrepreneur	0	0	Entrepreneur, Inc.	1632341	Unlimited	1.0 year	Business	\$754.87	\$377.43	\$377.43
Esquire	0	0	Hearst Magazines, a division of Hearst Communications, Inc.	3919626	500 SIMUsers	1.0 year	Men's Interest	\$944.53	\$472.26	\$472.26
Food & Wine	0	0	Time Inc.	7413015	100 SIMUsers	1.0 year	Food & Cooking	\$1,398.60	\$699.30	\$699.30
Fortune	0	0	Time Inc.	158253	100 SIMUsers	1.0 year	Business	\$2,844.11	\$1,422.06	\$1,422.06
Glamour	0	0	Condé Nast Publications	170747	Unlimited	1.0 year	Women's Interest	\$314.84	\$157.42	\$157.42
National Review	0	0	National Review Inc.	780038	Unlimited	1.0 year	News & Politics	\$755.62	\$377.81	\$377.81
Popular Photography	0	0	Bonnier Corporation	39440510	Unlimited	1.0 year	Hobbies, Interests & DIY	\$378.00	\$189.00	\$189.00
Rolling Stone	0	0	Wenner Media Inc.	0035701X	500 SIMUsers	1.0 year	Entertainment	\$473.71	\$236.86	\$236.86
Sunset	0	0	Time Inc.	395404	100 SIMUsers	1.0 year	Travel & Regional	\$207.20	\$103.60	\$103.60
Travel & Leisure	0	0	Time Inc.	412007	100 SIMUsers	1.0 year	Travel & Regional	\$1,703.00	\$851.50	\$851.50
Vanity Fair	0	0	Condé Nast Publications	7338899	Unlimited	1.0 year	Women's Interest	\$314.84	\$157.42	\$157.42
Vogue	0	0	Condé Nast Publications	428000	Unlimited	1.0 year	Women's Interest	\$314.84	\$157.42	\$157.42
Wired	0	0	Condé Nast Publications	10591028	Unlimited	1.0 year	Science & Technology	\$314.84	\$157.42	\$157.42
Woman's Day	0	0	Hearst Magazines, a division of Hearst Communications, Inc.	437336	500 SIMUsers	1.0 year	Women's Interest	\$944.53	\$472.26	\$472.26
Reader's Digest								\$800.00	\$400.00	\$400.00
Additional Youth Titles to be selected								\$5,395.00	\$2,697.50	\$2,697.50
Additional Adult Titles to be selected										

Discounted total \$36,190.42
 Subscription Service Fee: \$1,809.52
 GRAND TOTAL: \$37,999.94

October 1st, 2019

RE: Sole Source Statement

Dear Ms. Teresa Thiim,

Please accept this letter as formal notice that EBSCO Information Services is the sole source provider of Novelist Plus, Novelist Select & 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,
Ariele Pappalimberis

Ariele Pappalimberis
Account Executive
EBSCO Information Services
arpappalimberis@ebSCO.com

Exhibit B

EBSCO LICENSE AGREEMENT

By using the services available at this site or by making the services available to Authorized Users, the Authorized Users and the Licensee agree to comply with the following terms and conditions (the "Agreement"). For purposes of this Agreement, "EBSCO" is EBSCO Publishing, Inc.; the "Licensee" is the entity or institution that makes available databases and services offered by EBSCO; the "Sites" are the Internet websites offered or operated by Licensee from which Authorized Users can obtain access to EBSCO's Databases and Services; and the "Authorized User(s)" are employees, students, registered patrons, walk-in patrons, or other persons affiliated with Licensee or otherwise permitted to use Licensee's facilities and authorized by Licensee to access Databases or Services. "Authorized User(s)" do not include alumni of the Licensee. "Services" shall mean EBSCOhost, EBSCOhost Integrated Search, EBSCO Discovery Service EBSCO eBooks, Flipster, PrepSTEP and related products to which Licensee has purchased access or a subscription. "Services" shall also include audio books and eBooks to which a Licensee has purchased access or a subscription and periodicals to which Licensee has purchased a subscription. "Databases" shall mean the products made available by EBSCO. EBSCO disclaims any liability for the accuracy, completeness or functionality of any material contained herein, referred to, or linked to. Publication of the servicing information in this content does not imply approval of the manufacturers of the products covered. EBSCO assumes no responsibility for errors or omissions nor any liability for damages from use of the information contained herein. Persons engaging in the procedures included herein do so entirely at their own risk.

I. LICENSE

A. EBSCO hereby grants to the Licensee a nontransferable and non-exclusive right to use the Databases and Services made available by EBSCO according to the terms and conditions of this Agreement. The Databases and Services made available to Authorized Users are the subject of copyright protection, and the original copyright owner (EBSCO or its licensors) retains the ownership of the Databases and Services and all portions thereof. EBSCO does not transfer any ownership, and the Licensee and Sites may not reproduce, distribute, display, modify, transfer or transmit, in any form, or by any means, any Database or Service or any portion thereof without the prior written consent of EBSCO, except as specifically authorized in this Agreement.

B. The Licensee is authorized to provide on-site access through the Sites to the Databases and Services to any Authorized User. The Licensee may not post passwords to the Databases or Services on any publicly indexed websites. The Licensee and Sites are authorized to provide remote access to the Databases and Services only to their patrons as long as security procedures are undertaken that will prevent remote access by institutions, employees at non-subscribing institutions or individuals, that are not parties to this Agreement who are not expressly and specifically granted access by EBSCO. For the avoidance of doubt, if Licensee provides remote access to individuals on a broader scale than was contemplated at the inception of this Agreement then EBSCO may hold the Licensee in breach and suspend access to the Database(s) or Services. **Remote access to the Databases or Services is permitted to patrons of subscribing institutions accessing from remote locations for personal, non-commercial use. However, remote access to the Databases or Services from non-subscribing institutions is not allowed if the purpose of the use is for commercial gain through cost reduction or avoidance for a non-subscribing institution.**

C. Licensee and Authorized Users agree to abide by the Copyright Act of 1976 as well as by any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the Databases or Services. Pursuant to these terms and conditions, the Licensee and Authorized Users may download or print limited copies of citations, abstracts, full text or portions thereof, provided the information is used solely in accordance with copyright law. Licensee and Authorized Users may not publish the information. Licensee and Authorized Users shall not use the Database or Services as a component of or the basis of any other publication prepared for sale and will neither duplicate nor alter the Databases or Services or any of the

content therein in any manner, nor use same for sale or distribution. Licensee and Authorized Users may create printouts of materials retrieved through the Databases or Services via online printing, offline printing, facsimile or electronic mail. All reproduction and distribution of such printouts, and all downloading and electronic storage of materials retrieved through the Databases or Services shall be for internal or personal use. Downloading all or parts of the Databases or Services in a systematic or regular manner so as to create a collection of materials comprising all or part of the Databases or Services is strictly prohibited whether or not such collection is in electronic or print form. Notwithstanding the above restrictions, this paragraph shall not restrict the use of the materials under the doctrine of "fair use" as defined under the laws of the United States. Publishers may impose their own conditions of use applicable only to their content. Such conditions of use shall be displayed on the computer screen displays associated with such content. The Licensee shall take all reasonable precautions to limit the usage of the Databases or Services to those specifically authorized by this Agreement.

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.

F. The computer software utilized via EBSCO's Databases and Service(s) is protected by copyright law and international treaties. Unauthorized reproduction or distribution of this software, or any portion of it, is not allowed. User shall not reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the software, or create derivative works from the software.

G. The Databases are not intended to replace Licensee's existing subscriptions to content available in the Databases.

H. Licensee agrees not to include any advertising in the Databases or Services.

II. LIMITED WARRANTY AND LIMITATION OF LIABILITY

A. EBSCO and its licensors disclaim all warranties, express or implied, including, but not limited to, warranties of merchantability, noninfringement, or fitness for a particular purpose. Neither EBSCO nor its licensors assume or authorize any other person to assume for EBSCO or its licensors any other liability in connection with the licensing of the Databases or the Services under this Agreement and/or its use thereof by the Licensee and Sites or Authorized Users.

B. THE MAXIMUM LIABILITY OF EBSCO AND ITS LICENSORS, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY EBSCO FROM LICENSEE HEREUNDER UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL EBSCO OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY AUTHORIZED USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE DATABASES OR 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 represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described here.

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2019-559460

Date Filed:
 11/07/2019

Date Acknowledged:
 11/26/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 EBSCO Industries, Inc.
 Birmingham, AL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 13140
 Online Library Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)