

**ADDENDUM TO LIBRARY ECONTENT AGREEMENT
FY 2021**

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 2021 for use of certain Software as provided by OrderID WSR542658 dated 10/01/20 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 One Hundred Eight Thousand, Six Hundred One dollars and 00/100 (**\$108,601.00**), specifically allocated to fully discharge any and all liabilities County may incur.
4. **Term.** Term of performance shall begin on February 1, 2021 and end on January 31, 2022.
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. The terms and conditions of the Agreement are not proprietary or confidential information.

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 2271, 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 2252.153.
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


County Judge KP George

KP George, County Judge

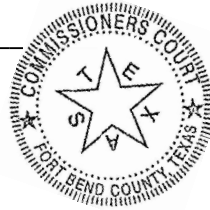
12/15/2020

Date

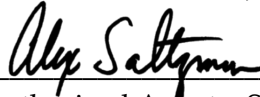
ATTEST:



Laura Richard, County Clerk



EBSCO PUBLISHING, INC.



Authorized Agent – Signature

Alex Saltzman

Authorized Agent- Printed Name

Senior VP, Inside Sales

Title

12/2/2020

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 108,601.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

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:	ftbend
OrderID:	WSR542658
Date:	10/01/2020

*Dawson Reg #
192773*

Purchasing Customer

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

Billing Address

FORT BEND COUNTY LIBRARIES
GEORGE MEM
1001 GOLFVIEW DR
RICHMOND, TX, 774695141
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	02/01/2021	01/31/2022	\$23,199.00
History Reference Center eBook Subscription	02/01/2021	01/31/2022	Comp
NoveList Plus	02/01/2021	01/31/2022	\$23,786.00
NoveList Select for POLARIS (Non-Direct)	02/01/2021	01/31/2022	\$14,616.00

Total: \$61,601.00
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.

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



Flister Subscription Projection
FY2020-2021

Information Services

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

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

Line#	Magazine ID	ISSN	Term	Title	Subscription	Site	Copies	Model	Current Price	Discount	Net Price
1	ZOO	07379005	08/01/2021-7/31/2022	Znebooks	7084618	FORT BEND CO LIBRARIES	1	Unlimited	1,257.99	628.96	628.94
2	WMD	00437336	08/01/2021-7/31/2022	Woman's Day	7177026	FORT BEND CO LIBRARIES	1	300 Users	1,049.47	524.74	524.73
3	VOG	00428000	08/01/2021-7/31/2022	Vogue	7177024	FORT BEND CO LIBRARIES	1	Unlimited	349.83	174.92	174.91
4	VAN	07388899	08/01/2021-7/31/2022	Vanity Fair	7177028	FORT BEND CO LIBRARIES	1	Unlimited	349.83	174.92	174.91
5	TVL	00412007	08/01/2021-7/31/2022	Travel & Leisure	7177022	FORT BEND CO LIBRARIES	1	300 Users	1,890.00	945.00	945.00
6	TIM	0040781X	08/01/2021-7/31/2022	TIME	7084610	FORT BEND CO LIBRARIES	1	100 Users	3,197.46	1,398.74	1,998.72
7	SP1	0038822X	08/01/2021-7/31/2022	Sports Illustrated	7084607	FORT BEND CO LIBRARIES	1	100 Users	3,735.90	1,867.96	1,867.94
8	SLV	00384305	08/01/2021-7/31/2022	Southern Living	7084606	FORT BEND CO LIBRARIES	1	300 Users	1,238.74	629.38	629.36
9	RST	0035791X	08/01/2021-7/31/2022	Rolling Stone	7177020	FORT BEND CO LIBRARIES	1	300 Users	524.13	262.06	262.07
10	RAN	07386656	08/01/2021-7/31/2022	Ranger Rick	7084602	FORT BEND CO LIBRARIES	1	Unlimited	807.90	418.96	418.94
11	RKX	15313247	08/01/2021-7/31/2022	O, The Oprah Magazine	7084596	FORT BEND CO LIBRARIES	1	300 Users	1,049.47	524.74	524.73
12	QEA	15482014	08/01/2021-7/31/2022	Q.AARP: The Magazine	7177009	FORT BEND CO LIBRARIES	1	Unlimited	4,200.00	2,100.00	2,100.00
13	PVN	15391105	08/01/2021-7/31/2022	Ask	7084565	FORT BEND CO LIBRARIES	1	Unlimited	314.83	157.42	157.41
14	PSI	01617370	08/01/2021-7/31/2022	Popular Science	7084600	FORT BEND CO LIBRARIES	1	Unlimited	349.13	174.56	174.57
15	POM	00324538	08/01/2021-7/31/2022	Popular Mechanics	7084599	FORT BEND CO LIBRARIES	1	300 Users	1,049.47	524.74	524.73
16	PBO	00937673	08/01/2021-7/31/2022	People	7084597	FORT BEND CO LIBRARIES	1	300 Users	4,874.74	2,437.46	2,437.48
17	PSB	15381701	08/01/2021-7/31/2022	Real Simple	7084603	FORT BEND CO LIBRARIES	1	300 Users	1,215.90	607.96	607.94
18	NYK	0028792X	08/01/2021-7/31/2022	New Yorker	7084593	FORT BEND CO LIBRARIES	1	Unlimited	1,574.83	787.42	787.41
19	NRV	0028808F	08/01/2021-7/31/2022	National Review	7177019	FORT BEND CO LIBRARIES	1	Unlimited	839.58	419.80	419.78
20	MNH	10344836	08/01/2021-7/31/2022	Men's Health	7084590	FORT BEND CO LIBRARIES	1	300 Users	419.83	209.92	209.91
21	LDY	10514961	08/01/2021-7/31/2022	Ladybug	7084589	FORT BEND CO LIBRARIES	1	Unlimited	314.83	157.42	157.41
22	JEZW		08/01/2021-7/31/2022	BookPage	7360432	FORT BEND CO LIBRARIES	1	Unlimited	6,720.00	3,360.00	3,360.00
23	HQN	10862633	08/01/2021-7/31/2022	This Old House	7084609	FORT BEND CO LIBRARIES	1	Unlimited	436.63	218.32	218.31
24	HBU	00186422	08/01/2021-7/31/2022	House Beautiful	7084587	FORT BEND CO LIBRARIES	1	300 Users	1,049.47	524.74	524.73
25	HACO	14481375	08/01/2021-7/31/2022	Wacky But True	7084612	FORT BEND CO LIBRARIES	1	Unlimited	1,688.00	819.00	819.00
26	GHS	0017209X	08/01/2021-7/31/2022	Good Housekeeping	7084591	FORT BEND CO LIBRARIES	1	300 Users	1,049.47	524.74	524.73
27	FXH	25723343	08/01/2021-7/31/2022	Newsweek Global	7084595	FORT BEND CO LIBRARIES	1	Unlimited	1,750.00	875.00	875.00
28	FRB	00156914	08/01/2021-7/31/2022	Forbes	7084579	FORT BEND CO LIBRARIES	1	300 Users	1,259.58	629.80	629.78
29	FOR	00158259	08/01/2021-7/31/2022	Fortune	7177017	FORT BEND CO LIBRARIES	1	100 Users	2,937.90	1,468.96	1,468.94
30	FAW	07419015	08/01/2021-7/31/2022	Food & Wine	7177016	FORT BEND CO LIBRARIES	1	300 Users	1,354.00	777.00	777.00
31	ENW	10490434	08/01/2021-7/31/2022	Entertainment Weekly	7084575	FORT BEND CO LIBRARIES	1	300 Users	2,517.90	1,258.96	1,258.94
32	ENT	01683341	08/01/2021-7/31/2022	Entrepreneur	7177014	FORT BEND CO LIBRARIES	1	Unlimited	349.48	174.74	174.73
33	CLV	07322869	08/01/2021-7/31/2022	Countryside Living	7084572	FORT BEND CO LIBRARIES	1	300 Users	1,099.47	524.74	524.73
34	BITN	0405648X	08/01/2021-7/31/2022	Better Nutrition	7177011	FORT BEND CO LIBRARIES	1	Unlimited	417.99	208.96	208.94
35	BOY	00368606	08/01/2021-7/31/2022	Boys Life	7084567	FORT BEND CO LIBRARIES	1	Unlimited	1,036.00	504.00	504.00
36	BCA	00066996	08/01/2021-7/31/2022	Ben Appetit	7177013	FORT BEND CO LIBRARIES	1	Unlimited	349.83	174.92	174.91
37	BPOA	06077135	08/01/2021-7/31/2022	Business Week	7177012	FORT BEND CO LIBRARIES	1	Unlimited	3,776.74	1,889.38	1,889.36
38	ESZ9	19137332	08/01/2021-7/31/2022	Clean Eating	7176203	FORT BEND CO LIBRARIES	1	Unlimited	436.58	218.48	218.50
39	BSZ2	1039988X	08/01/2021-7/31/2022	Health	7084592	FORT BEND CO LIBRARIES	1	300 Users	1,258.74	629.38	629.36
40	B3Y	00140880	08/01/2021-7/31/2022	Esence	7094576	FORT BEND CO LIBRARIES	1	Unlimited	924.00	462.00	462.00
41	ACP	01948008	08/01/2021-7/31/2022	American Craft	7177010	FORT BEND CO LIBRARIES	1	Unlimited	356.00	178.00	178.00
42	8XP9	1944723X	08/01/2021-7/31/2022	Food Network Magazine	7084578	FORT BEND CO LIBRARIES	1	300 Users	1,049.47	524.74	524.73
43	3DE	10818626	08/01/2021-7/31/2022	Marie Claire (US Edition)	7325096	FORT BEND CO LIBRARIES	1	300 Users	1,049.47	524.74	524.73
44	3VA	10783256	08/01/2021-7/31/2022	Girls' Life	7084590	FORT BEND CO LIBRARIES	1	Unlimited	837.90	418.96	418.94
45	3TD	10965750	08/01/2021-7/31/2022	People en Espanol	7084596	FORT BEND CO LIBRARIES	1	300 Users	888.74	419.80	419.36
46	1611	10727825	08/01/2021-7/31/2022	Atlantic	7084566	FORT BEND CO LIBRARIES	1	300 Users	428.79	214.38	214.37
47	10FH	10461639	08/01/2021-7/31/2022	Eating Well	7293925	FORT BEND CO LIBRARIES	1	300 Users	524.48	262.24	262.24
48	0EV	10591028	08/01/2021-7/31/2022	Wired	7177025	FORT BEND CO LIBRARIES	1	Unlimited	349.83	174.92	174.91
49	FRB	00328006	08/01/2021-7/31/2022	Prevention	7084601	FORT BEND CO LIBRARIES	1	300 Users	426.00	213.00	213.00
50	MTR	00272094	08/01/2021-7/31/2022	Motor Trend	7084591	FORT BEND CO LIBRARIES	1	Unlimited	157.32	78.66	78.66
51	ICOL	23784407	08/01/2021-7/31/2022	High Five Bilingual	7084585	FORT BEND CO LIBRARIES	1	Unlimited	699.83	349.92	349.91
52	HIC	0018165X	08/01/2021-7/31/2022	Highlights	7084586	FORT BEND CO LIBRARIES	1	Unlimited	699.83	349.92	349.91
53	HI0H	19431465	08/01/2021-7/31/2022	High Five	7084584	FORT BEND CO LIBRARIES	1	Unlimited	699.83	349.92	349.91
54	HI0G	21660514	08/01/2021-7/31/2022	Hello	7084583	FORT BEND CO LIBRARIES	1	Unlimited	699.83	349.92	349.91
55	HDB	15289729	08/01/2021-7/31/2022	Kiplinger's Personal Finance	7084588	FORT BEND CO LIBRARIES	1	Unlimited	419.13	209.56	209.57
56	CDR	00086002	08/01/2021-7/31/2022	Car & Driver	7084568	FORT BEND CO LIBRARIES	1	300 Users	1,049.47	524.74	524.73
57	REA	00340375	08/01/2021-7/31/2022	Reader's Digest	7455768	FORT BEND CO LIBRARIES	1	Unlimited	497.50	218.76	218.74
58			08/01/2021-7/31/2022	Flister Subscription Fee	612952	FORT BEND CO LIBRARIES	1		1,796.27		1,796.27
59				Additional Adult Titles to be selected					172,490.24	8,625.12	8,625.12
60				Additional Youth Titles to be selected					51,806.26	5,693.13	5,693.13
									\$78,847.71	\$35,925.96	\$42,921.75

Lawson Reg #
192773

October 1st, 2020

RE: Sole Source Statement

Dear Ms. Sara Wheeler

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

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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.

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.

7. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by EBSCO 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. **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.
10. **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.
11. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.

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SIGNATURES FOLLOW ON NEXT PAGE

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.

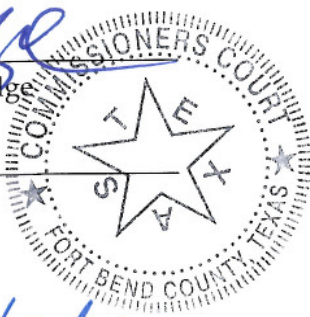
FORT BEND COUNTY

KP George
KP George, County Judge

3-26-2019
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



EBSCO PUBLISHING, INC.

Alex Saltzman
Authorized Agent - Signature

Alex Saltzman
Authorized Agent- Printed Name

Senior Vice President of Inside Sales
Title

March 12, 2019
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 88,405.91 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit 1

October 2st, 2018

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, Flipster 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,
Ariele Pappalimberis

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

LIBRARY ECONTENT AGREEMENT

This **Library eContent Agreement** (this "Agreement") is by and between Library ("Library") and EBSCO Publishing, Inc., an Alabama corporation ("EBSCO").

Whereas, EBSCO has acquired certain rights to convert various electronic books, audiobooks and other works to electronic format and to market and distribute the works as converted as eContent, and EBSCO operates an electronic library service for hosting and managing eContent and other materials over the Internet.

Whereas, Library desires to purchase licenses, subscriptions, or both, to certain eContent, subject to the terms and conditions described in this Agreement.

In consideration of the mutual covenants and obligations set forth below, the parties agree as follows.

A. Definitions.

Terms defined within this Agreement have the respective meanings attributed to them throughout this Agreement or in this Section A. Any defined term may be used in the singular and in the plural, as appropriate in the context.

1. An "Affiliate" in the case of a company, is any company that is an affiliate, a subsidiary or a division of the company in which the company controls 50% or more of the voting stock or equity interest.
2. "Audiobooks(s)" mean EBSCO's electronic versions of certain audiobooks and other works to which EBSCO has acquired certain rights.
3. "eBook(s)" mean EBSCO's electronic versions of certain electronic books and other works to which EBSCO has acquired certain rights.
4. "EBSCOhost" means the website operated by EBSCO and open to the general public in order to provide information about EBSCO's products and services.
5. "eContent" means Audiobooks, eBooks, or both, as applicable, depending on the context and the Library's purchases.
6. "eContent Collection(s)" means a collection of eContent that EBSCO has grouped together for purchase or Subscription sales.
7. The "eContent License" means a license to use the relevant eContent.
8. "Library's EBSCOhost" means the website operated by EBSCO and open to Library and Patrons in order to access and use eContent Licensed to Library.
9. A "MARC Record" means an electronic record containing metadata and other relevant information about the corresponding eContent.
10. "Patrons" mean Library's registered faculty, members, patrons, students, and other authorized users, including both onsite users and remote users. Except in the case of a company, Patrons are individuals and may not be corporations or other entities. In the case of a company, Patrons means Library's employees, independent contractors and other authorized users or Affiliates. For purposes of this Agreement, if the Library is a company, then Library will be responsible for the acts and omissions of its Patrons, its Affiliates and its Affiliates' Patrons as if such were employees of Library or Library itself.
11. "Platform Services" mean EBSCO's services related to Library's ongoing access to and use of purchased eContent or eContent Collections, or both, via the Internet and Library's EBSCOhost.
12. A "Subscription" means a license for access to the eContent Collection for a specified time period on the

basis described in Exhibit A. A Subscription may include a lease of eContent.

13. "Subscription Price" means the price established for the license for access to the eContent Collection for the specified time period.

B. Library and Patron Usage.

1. Copyrighted Works.

a. Library acknowledges and agrees that the copyright to the eContent is owned by or licensed to EBSCO and the respective publisher thereof. All Rights Reserved. By purchasing a license to eContent, Library obtains certain rights to access and use a copy of the eContent under this Agreement, but Library does not obtain or own any rights in the copyrights or any other intellectual property rights that may be associated with the eContent. Library agrees that any use of eContent by Library and its Patrons is governed by and will comply with applicable laws, including without limit U.S. copyright laws. Library acknowledges that it and its Patrons have no right to make copies of any eContent, or any portions thereof, except to the extent permitted by applicable copyright laws. Library may print or download limited portions of eContent, where such functionality is available, for the purposes of fulfilling interlibrary loan requests as long as those actions comply with Section 108 of the U.S. Copyright Act of 1976, as amended.

b. Library acknowledges and agrees that repeated violations by Library or Patrons of copyright or other intellectual property right of EBSCO or any third party will give EBSCO the right to terminate this Agreement for cause.

2. Limiting Access Measures.

Library will be solely responsible for determining which Patrons will have access to Library's EBSCOhost under this Agreement. Library agrees to implement appropriate measures to limit the use of eContent through access by Patrons ("Limiting Access Measures") within a reasonable time frame. Limiting Access Measures may change from time to time and include, but are not limited to, remote patron authentication applications, authentication through protected IP addresses, a patterned identification check and privileged user accounts. EBSCO, in its sole discretion, may discontinue Library's access to Library's EBSCOhost if Library fails to implement Limiting Access Measures within a reasonable timeframe. Except for standard fees charged by Library to Patrons, Library will not charge any Patron for use of Library's EBSCOhost.

3. Terms of Use.

The use of Library's EBSCOhost by Library and Patrons will be governed by the "Terms of Use" currently available at <http://support.ebsco.com/ehost/terms.html>, as they may be amended from time to time, which are incorporated in this Agreement by reference. If a Library or a Patron violates the Terms of Use, EBSCO reserves the right, in its sole discretion, to suspend Library's or the Patron's access to and use of

Library's EBSCOhost. Library acknowledges and agrees that, in the case of repeated or persistent violations, EBSCO may terminate this Agreement. As between EBSCO and Library, the terms of this Agreement will prevail over any inconsistent provision of the Terms of Use, and no change in the Terms of Use will be applied to materially adversely affect Library's rights under this Agreement. If Library uses Adobe Content Server then Library agrees to abide by the Adobe Content Server terms of use.

4. MARC Records.

EBSCO and Library agree that for MARC Records that are the property of OCLC; Library may use these OCLC MARC Records only for its own internal purposes as further described in Exhibit D.

- a. If Library makes an eContent Subscription purchase under Exhibit A, then as part of the relevant Subscription Price; EBSCO will provide Library with one copy of the MARC Record that corresponds to each piece of eContent included in the Subscription purchased by Library.
- b. If Library makes an eContent purchase under Exhibit B, EBSCO will provide Library with one copy of the MARC Record that corresponds to each eContent license purchased by Library.

C. Termination.

1. Termination Without Cause.

Either party may terminate this Agreement without cause by giving the other party at least sixty (60) days prior written notice of its intent to do so.

2. Termination for Cause.

Either party may terminate this Agreement for cause at any time by providing the other party with prior written notice of the occurrence of any of the following events:

- a. a party fails to timely pay any amounts due and payable, provided that the nonpayment is not cured within ten (10) days of the notice; or
- b. a party breaches any material provision of this Agreement provided that the breach cannot be, or is not, cured within sixty (60) days of the notice.

3. Survival.

All terms of this Agreement that are intended to survive termination for any reason of this Agreement will so survive, including without limit Section(s) B.1., B.2., D., E., F., H.4., and H.8.

D. Limited Warranty.

EBSCO warrants that EBSCO has the necessary authority to license the eContent to Library and, if applicable, to provide Platform Services to Library. EBSCO warrants that it will use its commercially reasonable efforts to provide Platform Services as described in Exhibit C. of this Agreement.

E. Warranty Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION D. ABOVE, LIBRARY'S EBSCOHOST, PLATFORM SERVICES, AND ECONTENT LICENSED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND EBSCO AND ITS CONTENT PROVIDERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMIT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER EBSCO NOR ITS CONTENT PROVIDERS WARRANTS, GUARANTEES OR MAKES ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF LIBRARY'S EBSCOHOST OR ECONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EBSCO OR ITS EMPLOYEES WILL

CREATE A REPRESENTATION OR WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF EBSCO'S OBLIGATIONS, AND LIBRARY MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

F. Limitation on Liability.

Neither party will claim special, incidental, indirect, or consequential damages, including without limit lost profits, for breach of this Agreement. This limitation will also apply to any claims brought against EBSCO's content providers. Remedies are limited to claims for amounts due, for injunctive relief only as provided, or for direct damages. A party's aggregate liability for any and all claims, losses, liabilities, and demands arising, whether for breach of contract, in tort or otherwise, are limited to the total amount of eContent License Fees paid by Library to EBSCO, during the 12-month period immediately preceding the date on which the claim first arose.

G. Payment Terms.

All fees and charges are due and payable thirty (30) days from the date of the related invoice unless otherwise specified on the Product Order Form and agreed to by EBSCO. EBSCO may deny Library and Patrons access to Library's EBSCOhost until the unpaid invoice is paid in full.

H. Other Provisions.

1. Entire Agreement.

All exhibits referred to in this Agreement are incorporated in this Agreement by reference. This Agreement sets forth the entire agreement between the parties with respect to the subject matter of the Agreement. This Agreement governs all orders for purchases of eContent, Subscriptions to eContent Collections, or both placed by Library during the Term.

2. Modification or Amendment

Any modification or amendment of this Agreement must be in writing and signed by a duly authorized representative of each party. For clarification, no term contained in a purchase order or other similar document submitted to EBSCO by Library will be binding on the parties.

3. Assignment.

Neither party may sell, assign, transfer or convey this Agreement or any rights and obligations without the prior written consent of the other party, which will not be unreasonably withheld. But, EBSCO may assign or transfer this Agreement to an affiliated company or to a third party that acquires substantially all of its assets upon written notice to the Library.

4. Governing Law. This Agreement will be governed by the laws of the Commonwealth of Massachusetts, U.S.A. without regard to any conflict of laws or provisions contained in this Agreement, except as to copyright, trademark and other intellectual property matters, which are exclusively governed by the laws of the United States and any applicable international conventions. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods, however designated, will not apply to this Agreement. EBSCO and Library agree that any action arising from or out of the negotiations, execution, interpretation or enforcement of this Agreement may be brought in the state or federal courts located in the Commonwealth of Massachusetts, U.S.A. Library hereby consents to jurisdiction and venue in the state and federal courts in Commonwealth of Massachusetts, U.S.A.

5. Severability.

If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and in lieu of any provision of this Agreement that is illegal, invalid or unenforceable, there will be added as

a part of this Agreement a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

6. Force Majeure.

Neither party will be liable for, or have the right to terminate this Agreement as a result of, any delays or failures to perform any of its obligations under the Agreement to the extent that the delays or failures are due to circumstances beyond its reasonable control, including without limit acts of God; strikes; riots; acts of war; power failures; and functions or malfunctions of the Internet, telecommunications services, firewalls, encryption systems, and security devices; or governmental regulations imposed .

7. Waiver.

The waiver by either party of any right granted under this Agreement will not be deemed a waiver of any other right granted under this Agreement, or a precedent for any subsequent waiver.

8. Notices.

Any notice, demand, request, consent, approval or other communication (collectively, "Notices") required or permitted to be given under this Agreement will be in writing and sent by hand delivery, special courier capable of confirming receipt, United States Mail (certified mail, return receipt requested), or facsimile. The parties acknowledge and agree that a Notice might not be deemed effective if receipt is not confirmed. Notices will be sent to Library at the Mailing Address specified on the Product Order Form. Notices will be sent to EBSCO at the following address:

	EBSCO Publishing, Inc.
Address:	10 Estes Street
Address:	Ipswich, MA 01938
Attention:	Sales Management
Telephone:	(978) 356-6500
Facsimile:	(978) 356-6565

EXHIBIT A TO LIBRARY ECONTENT AGREEMENT – ECONTENT SUBSCRIPTION PURCHASE

A. Subscriptions to eContent Collection(s).

1. Purchase of Subscriptions to eContent Collection(s).
 - a. During the Term of the Agreement, Library may select and purchase Subscriptions to eContent Collection(s) in accordance with EBSCO's then current ordering practices. Each final order of Subscriptions to eContent Collection(s), as evidenced by a Product Order Form or online order, is incorporated in this Agreement by reference.
 - b. As EBSCO adds additional eContent Collection(s) or changes the terms and/or prices for existing eContent Collection(s), the EBSCO Subscription Prices are subject to change. However, in no case will changes to the EBSCO Subscription Prices be applied retroactively to existing Subscriptions.

c. Payment of the Subscription Fee allows Library to access the eContent Collection on Library's EBSCOhost website and receive Platform Services for such eContent for the term of the subscription.

B. Additional Subscription Terms for eContent Collection(s).

1. All purchases of Subscriptions are final.
2. A library or other organization that purchases a Subscription will receive a license to access the eContent Collection. The library or other organization will not own any other rights in the eContent Collection.
3. Except as specified in the Agreement and the Product Order Form, there are no other Subscription Terms for eContent Collection(s). In the event of a conflict between the Agreement and the Product Order Form, the Product Order Form will control.

EXHIBIT B TO LIBRARY ECONTENT AGREEMENT – ECONTENT PURCHASE

A. eContent Purchases.

1. Purchase of eContent Licenses.

During the Term of the Agreement, Library may select and purchase eContent Licenses in accordance with EBSCO's then current ordering practices. EBSCO will make the eContent Licenses available to Library according to EBSCO's agreements with its content providers, and partners. Each final order of eContent Licenses, as evidenced by a Product Order Form or online order, is incorporated in this Agreement by reference. All purchases of eContent are final. A purchase of an eContent License entitles the Library to receive Platform Services for Purchased eContent.

2. **Archive Services.** EBSCO shall maintain a digital archive of all eBooks purchased by a Library. In the event that EBSCO is no longer able to provide access to the eBooks as contemplated under this Agreement, Library may be provided copies or access the eBooks via this archive.

3. Library and Patrons will access Platform Services via Library's Internet connection, which will be Library's expense and responsibility.

4. **Removing and Reinstating purchased eContent**
 a. Library may elect to have any purchased eContent removed from Library's EBSCOhost, by providing EBSCO with written notice of the election.

b. Library may elect to have any purchased eContent reinstated to Library's EBSCOhost, by providing EBSCO with written notice of the election.

5. Notwithstanding any other provision of this Agreement, if EBSCO terminates this Agreement for cause under Section C.2. of the Agreement, then EBSCO's obligation to provide eContent and Platform Services will expire.

B. Patron Access.

Library will implement and maintain Limiting Access Measures, based on EBSCO's standard systems, which will control Patrons' access to Library's EBSCOhost.

EXHIBIT C TO LIBRARY ECONTENT AGREEMENT – ADDITIONAL TERMS APPLICABLE TO LIBRARIES THAT PARTICIPATE IN CONSORTIUM SHARED COLLECTION PURCHASES

For Libraries that participate in Consortium Shared Collection purchases, the following provisions shall apply in addition to those set forth above.

A. Definitions.

1. "Consortium" is an institution that desires to purchase and market eContent and Platform Services to and for Libraries via a Shared Collection.
2. The "Shared Collection(s)" means a collection(s) of eContent licensed to Consortium for access and use by Consortium, participating Libraries, and their Patrons under the terms and conditions of this Agreement; nothing in this Agreement is intended to grant Library any rights in the Shared Collection(s) without completion of appropriate paperwork and payment of related fees.

B. Shared Collections.

1. Shared Collection(s) Access. If a Consortium is purchasing Shared Collection(s) the following shall apply:

EBSCO will only permit access to and use of Consortium's Shared Collection(s) by a Library and the Library's Patrons if:

- a. Consortium has agreed to this Agreement,
 - b. Consortium has given EBSCO written notice that Consortium is willing to allow the Library to access a particular Shared Collection, and
 - c. the Library has agreed to be bound by this Agreement.
- Until all of these conditions have been satisfied, EBSCO will have no obligation to permit the Library to access any Shared Collection of Consortium.
2. Provision of Platform Services. In the case of a Consortium, Library and Patrons will access the Shared Collection(s) through Library's EBSCOhost.

EXHIBIT D TO LIBRARY ECONTENT AGREEMENT – GUIDELINES FOR THE USE AND TRANSFER OF OCLC-DERIVED RECORDS

Revision of June 2, 2010

The parties agree that the WorldCat Record Use and Data Licensing Policy located here shall apply to the use and transfer of OCLC-derived records: <https://www.oclc.org/en-AU/worldcat/community/record-use.html>

Library does not, as a result of its use of the OCLC-Created MARC Records or any other circumstance, obtain any ownership of or Intellectual property rights in or to the OCLC-Created MARC Records.

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 EBSCO*host*, EBSCO*host 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

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Exhibit 2



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Your invoice will be sent to:
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Product Name	Begin Date	Expire Date	Price
History Reference Center	02/01/2019	01/31/2020	\$20,269.00
NovelList Plus	02/01/2019	01/31/2020	\$20,775.00
NovelList Select for POLARIS (Non-Direct)	02/01/2019	01/31/2020	\$12,762.00

Total: \$53,806.00
The above excludes all applicable tax
Currency: US Dollar

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Title	Existing Qty	New Order Qty	Publisher	ISSN	Model	Term	Category	Possible Projected Cost	Discount	Possible Projected Net
Ask	1	1	Cricket Media	15354105	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	\$385.88	\$192.94	\$192.94
Boys' Life	1	1	Boy Scouts of America	68608	Unlimited	1.0 year	Family & Kids	\$755.62	\$377.81	\$377.81
Car & Driver	1	1	Hearst Magazines, a division of Hearst Communications, Inc.	86002	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	\$1,023.75	\$511.88	\$511.88
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.	8864446	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	\$869.40	\$434.70	\$434.70
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.	10490434	100 SIMUsers	1.0 year	Entertainment	\$2,266.11	\$1,133.06	\$1,133.06
Essence	1	1	Time Inc.	140880	100 SIMUsers	1.0 year	Women's Interest	\$831.60	\$415.80	\$415.80
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	\$1,133.62	\$566.81	\$566.81
Girls' Life	1	1	Girl's Life Acquisitions Corp.	10783326	Unlimited	1.0 year	Teens	\$566.62	\$283.31	\$283.31
Good Housekeeping	1	1	Hearst Magazines, a division of Hearst Communications, Inc.	0017209X	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	\$603.67	\$301.83	\$301.83
Hello	1	1	Highlights for Children, Inc.	21660514	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	\$542.43	\$271.22	\$271.22
High Five Bilingüe	1	1	Highlights for Children, Inc.	23784407	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	\$542.43	\$271.22	\$271.22
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.	15289729	Unlimited	1.0 year	Business	\$377.21	\$188.61	\$188.61
Ladybug	1	1	Cricket Media	10514961	Unlimited	1.0 year	Family & Kids	\$283.34	\$141.67	\$141.67
Men's Health	1	1	Rodale Inc.	10544836	50 SIMUsers	1.0 year	Fitness & Health	\$377.84	\$188.92	\$188.92
Money	1	1	Time Inc.	1494953	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	Conde 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	10913416	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.	937673	100 SIMUsers	1.0 year	Entertainment	\$4,387.45	\$2,193.72	\$2,193.72
People en Español	1	1	Time Inc.	10965750	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	Bonnier Corporation	1617370	Unlimited	1.0 year	Science & Technology	\$314.21	\$157.11	\$157.11
Prevention	1	1	Rodale Inc.	328006	50 SIMUsers	1.0 year	Fitness & Health	\$378.00	\$189.00	\$189.00
Ranger Rick	1	1	National Wildlife Federation	7386656	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.	342106	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.	0038822X	100 SIMUsers	1.0 year	Sports	\$3,362.31	\$1,681.16	\$1,681.16
Teen Vogue	1	1	Conde Nast Publications	15402215	Unlimited	1.0 year	Teens	\$157.34	\$78.67	\$78.67
This Old House	1	1	This Old House	10862633	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	Wacky But True	14481375	Unlimited	1.0 year	Family & Kids	\$1,474.20	\$737.10	\$737.10
Zoobooks	1	1	Wildlife Education, Ltd.	7379005	Unlimited	1.0 year	Family & Kids	\$1,132.11	\$566.06	\$566.06
AARP: The Magazine	0	1	AARP	15482014	Unlimited	1.0 year	Lifestyle	\$3,780.00	\$1,890.00	\$1,890.00
American Craft	0	1	American Craft Council	1948008	Unlimited	1.0 year	Hobbies, Interests & DIY	\$315.00	\$157.50	\$157.50
Better Nutrition	0	1	Active Interest Media, Inc.	0405668X	Unlimited	1.0 year	Food & Cooking	\$376.11	\$188.06	\$188.06
Bloomberg Businessweek	0	1	Bloomberg, L.P.	77135	Unlimited	1.0 year	News & Politics	\$3,400.87	\$1,700.43	\$1,700.43
Bon Appetit	0	1	Conde Nast Publications	66990	Unlimited	1.0 year	Food & Cooking	\$314.84	\$157.42	\$157.42
Craft Ideas	0	1	Amos Media Company	23720514	100 SIMUsers	1.0 year	Hobbies, Interests & DIY	\$377.62	\$188.81	\$188.81
Entrepreneur	0	1	Entrepreneur.com, Inc.	1633341	Unlimited	1.0 year	Business	\$754.87	\$377.43	\$377.43
Esquire	0	1	Hearst Magazines, a division of Hearst Communications, Inc.	1949535	500 SIMUsers	1.0 year	Men's Interest	\$944.53	\$472.26	\$472.26
Food & Wine	0	1	Time Inc.	7419015	100 SIMUsers	1.0 year	Food & Cooking	\$1,398.60	\$699.30	\$699.30
Fortune	0	1	Time Inc.	158259	100 SIMUsers	1.0 year	Business	\$2,644.11	\$1,322.06	\$1,322.06
Glamour	0	1	Conde Nast Publications	170747	Unlimited	1.0 year	Women's Interest	\$314.84	\$157.42	\$157.42
National Review	0	1	National Review Inc.	280038	Unlimited	1.0 year	News & Politics	\$755.62	\$377.81	\$377.81
Popular Photography	0	1	Bonnier Corporation	19440510	Unlimited	1.0 year	Hobbies, Interests & DIY	\$378.00	\$189.00	\$189.00
Rolling Stone	0	1	Wenner Media Inc.	0035791X	500 SIMUsers	1.0 year	Entertainment	\$471.71	\$235.86	\$235.86
Sunset	0	1	Time Inc.	395404	100 SIMUsers	1.0 year	Travel & Regional	\$907.20	\$453.60	\$453.60
Travel & Leisure	0	1	Time Inc.	412007	100 SIMUsers	1.0 year	Travel & Regional	\$1,701.00	\$850.50	\$850.50
Vanity Fair	0	1	Conde Nast Publications	7338899	Unlimited	1.0 year	Women's Interest	\$314.84	\$157.42	\$157.42
Vogue	0	1	Conde Nast Publications	428000	Unlimited	1.0 year	Women's Interest	\$314.84	\$157.42	\$157.42
Wired	0	1	Conde Nast Publications	10591028	Unlimited	1.0 year	Science & Technology	\$314.84	\$157.42	\$157.42
Woman's Day	0	1	Hearst Magazines, a division of Hearst Communications, Inc.	437336	500 SIMUsers	1.0 year	Women's Interest	\$944.53	\$472.26	\$472.26

Total Before Discount:	\$65,904.58
Discount:	\$32,952.29
Total Net of Discount:	\$32,952.29
Subscription Service Fee:	\$1,647.61
GRAND TOTAL:	\$34,599.91

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.

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Certificate Number:
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Date Filed:
 12/02/2020

Date Acknowledged:
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 13140 - subscriptions
 Subscriptions

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	EBSCO Industries, Inc. - Timothy Collins, President of EIS	Ipswich, MA United States	X	

5 Check only if there is NO Interested Party.

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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)