

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AMENDMENT TO CENGAGE LEARNING, INC.'S AGREEMENT

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Cengage Learning, Inc., ("Cengage"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Agreement between the County and Cengage for the hosting, subscription, and use of specified Library Products (the "Products") on or about January 28, 2020, (the "Agreement"), attached hereto as Exhibit "1" and incorporated herein for all purposes. County and Cengage desire to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Services.** Cengage shall provide the Products listed on Cengage's Product and Services Agreement and the County's Purchase Request, and as requested in the Thorndike Press Subscription Profile, collectively attached as Exhibit "2" and incorporated fully by reference.
2. **Term.** This Agreement shall renew and is effective as of October 1, 2020, and shall expire no later than September 30, 2021, unless terminated sooner pursuant to this Agreement. This Agreement shall not automatically renew, but may renew upon written agreement of the parties.
3. **Limit of Appropriation.** Cengage's fees shall be calculated at the rates set forth in the Exhibit 2. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit 2 is \$117,879.08. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. Cengage 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 \$117,879.08, specifically allocated to fully discharge any and all liabilities County may incur. Cengage does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Cengage may become entitled to and the total maximum sum that County may become liable to pay to Cengage shall not under any conditions, circumstances, or interpretations thereof exceed \$117,879.08.
4. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
5. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
6. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall

be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

IN WITNESS WHEREOF, this Amendment 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 Amendment 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
County Judge KP George

KP George
County Judge
12/15/2020

Date

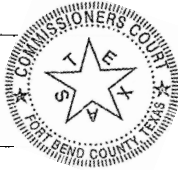
ATTEST:

Laura Richard

Laura Richard
County Clerk

REVIEWED:

Olivia J. Fussell
Fort Bend County Libraries



CENGAGE LEARNING, INC.

Brian McDonough

Authorized Agent - Signature

Brian McDonough

Authorized Agent- Printed Name

Sr VP Sales

Title

12-2-2020

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 117,879.08 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

- Exhibit 1: Previous Agreement between the County and Cengage for the hosting, subscription, and use of Library Products , executed on or about January 28, 2020; and
- Exhibit 2: Cengage's Product and Services Agreement, the County's Purchase Request, and the Thorndike Press Subscription Profile

EXHIBIT 1

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

ADDENDUM TO CENGAGE LEARNING, INC. AGREEMENT

THIS 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 Cengage Learning, Inc., ("Contractor"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, the parties have executed and accepted the County's Purchase Request, Contractor's Product and Services Agreement, Contractor's Privacy Notice, and Contractor's Cookies and Other Data Collection Technologies Notice (collectively hereinafter the "Agreement"), attached hereto as "Exhibit A" and incorporated by reference for the hosting, subscription, and use of specified library products (the "Product"); and

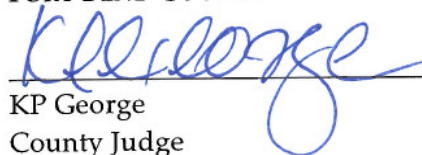
WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Term.** This Agreement is effective as of October 1, 2019, and expires September 30, 2020. This agreement shall not automatically renew.
2. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. 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. 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.
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 Twelve Thousand, Five Hundred Sixty-One and 03/100 dollars (\$112,561.03), specifically allocated to fully discharge any and all liabilities County may incur. Contractor does further understand and agree, said understanding an agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Twelve Thousand, Five Hundred Sixty-One and 03/100 dollars (\$112,561.03).
4. **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Contractor for any reason are hereby deleted.
6. **Applicable Law; Arbitration; Attorney Fees.** 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. 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. County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
7. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to § 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2253.153.
9. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
10. **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.
11. **Use of Customer Name.** Contractor may use County's name without County's prior written consent only in any Contractor's customer lists, any other used must be approved in advance by County.
12. **Product Assurance.** Contractor represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by Contractor to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Contractor 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 Contractor's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and the Contractor's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.
13. **Limitations.** Limitations for the right to bring an action, regardless of form, must be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code § 16.070, as amended, and any provision to the contrary is hereby deleted.


- 14. **Performance Warranty.** Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- 15. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.
- 16. **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.
- 17. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
- 18. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.
- 19. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

FORT BEND COUNTY


 KP George
 County Judge

1-28-2020
 Date

CENGAGE LEARNING, INC.


 Authorized Agent – Signature

Brian McDonough
 Authorized Agent- Printed Name

Sr VP Sales
 Title

1-7-2020
 Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 112,561.⁰³ are available to pay the obligation of Fort Bend County within the foregoing Agreement.



 Robert Ed Sturdivant, County Auditor

Exhibit A: County's Purchase Request, Contractor's Product and Services Agreement, Contractor's Privacy Notice, and Contractor's Cookies and Other Data Collection Technologies Notice

Exhibit A

FORT BEND COUNTY LIBRARIES Purchase Request

| DATE | | October 1, 2019 | ACQ # | |
|---|---|--|-------------------------------|--------------|
| REQUESTED BY | | Monique Franklin | RX 030 180306 ^{10/9} | |
| CHARGE TO FUND | | FY2020 Adult Collection/Youth Collection | PC 030 | |
| QUANTITY | DESCRIPTION (Catalog #, Color, Page #, BID #, etc.) | UNIT PRICE | TOTAL AMT | |
| | Gale Literary Criticism | | | |
| | Adult ✓ | \$25,000.00 | \$25,000.00 | |
| | Youth ✓ | \$10,000.00 | \$10,000.00 | |
| | Gale Biography in Context renewal 11/1/2019-10/31/2020 ✓ | \$6,361.03 | \$6,361.03 | |
| | Gale Virtual Reference Library Hosting Fee 12/1/2019-11/30/2020 ✓ | \$1,200.00 | \$1,200.00 | |
| | Gale Large Print Standing Orders ✓ | \$35,000.00 | \$35,000.00 | |
| | Gale Large Print Regular Orders ✓ | \$20,000.00 | \$20,000.00 | |
| | Gale ebooks Regular ✓ | \$15,000.00 | \$15,000.00 | |
| | | | \$0.00 | |
| | | | \$0.00 | |
| NOTES 2019 POS 170373 ebooks/171694(Y) Large Print 170451(A) Biography/171692(A) standing order/ lit crit/ebks | | SHIPPING | | \$0.00 |
| | | TOTAL | | \$112,561.03 |
| TAX ID # | 59-2124491 | DIST. CODE | | 100050100 |
| VENDOR | Cengage Learning 10122 | | | 43600 |
| CONTACT | April Angel | C.C.# | | 715 |
| ADDRESS | 27500 Drake Road, Farmington Hills, MI 48331-3535 | | | APPROVAL |
| REMIT ADD | | | | |
| PHONE # | 800-877-4253 | | | |
| FAX # | | | | |

20 Channel Center Street
 Boston, MA 02210
 www.cengage.com



October 1, 2019

Fort Bend County Libraries
 1003 Golfview Drive
 Richmond, TX 77469

Dear Customer:

This letter confirms that Cengage Learning, Inc., (FEIN 59-2124491, DUNS 86-1016442), is the Sole Source Supplier and/or Publisher of the products (each product as an aggregated whole, inclusive of platform and not individual elements or portions thereof, a "Product") noted below and as represented on the Cengage website at www.cengage.com and in all published catalogs. All Products must be purchased directly by institutions from Cengage Learning, Inc. and/or through its authorized agents and are not available through any other content providers.

| TITLE | Market Type | ISBN |
|--|----------------|----------------|
| Gale In Context: Biography | Public Library | 9780787633707 |
| Gale Virtual Reference Library content (includes eBooks) | Public Library | N/A |
| Gale Literature: Literature Criticism Online | Public Library | Standing Order |

To place an order or for additional information contact your Sales Education Consultant, Kimberly Renzi by phone at (800) 877-4253 or email at kimberly.renzi@cengage.com

Thank you for your interest in Gale a Cengage Company.

Kristine Burns
 Sales Enablement Specialist
 Gale a Cengage Company
kristine.burns@cengage.com
 (800) 877-4253 x18423



CENGAGE GALE PRODUCT AND SERVICES AGREEMENT

Name and Address of Licensee:

Fort Bend County Libraries
 1003 Golfview Dr.
 Richmond, TX 77469

Cengage Learning shall provide the Gale Products and Services described in this Agreement to Customer:

- Biography in Context
- GVRL

This Agreement , and the attached Terms and Conditions ("T&C's") and the Gale Terms of Use found (<https://www.cengage.com/legal/terms-gale>) ("Terms of Use") (collectively referred to as the "Agreement") is made on the date of signature below, and is by and between Cengage Learning, Inc. (CL collectively with its affiliates, subsidiaries, assigns, partners and designees, "CL") and Customer.

| CUSTOMER | CENGAGE LEARNING, INC. |
|-------------------------------------|---|
| <p>Signature: _____ Date: _____</p> | <p>Signature: <i>Brian McDonough</i> Date: 1-7-2020</p> |

Brian McDonough SR VP Sales

CENGAGE LEARNING, INC.
GALE PRODUCT AND SERVICES AGREEMENT
TERMS & CONDITIONS

- 1. Product and Services.** Subject to the timely receipt of payment and conformance to the T&Cs herein and the Gale Terms of Use, CL shall deliver the Product and Services, as detailed in the Agreement Invoice (which shall be attached hereto and incorporated herein by reference). CL shall make the Product and Services available for use by Customers' Authorized Users. An "Authorized User" means only (i) for public libraries: library staff, individual residents of the library's reasonably defined geographic service area, and walk-in patrons accessing the Services on site; (ii) for schools and academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons accessing the Services on site; (iii) for other types of organizations and subscribers: employees, and independent contractors, in the capacity of their employment or engagement with the organization. Authorized Users excludes corporate affiliates of the subscriber institution, academic bookstores, and alumni unless those users are expressly included in the Invoice.
- 2. Terms of Service.** Subject to the payment of the Fees in the Invoice, Customer may authorize its Authorized Users to access and use the applicable Product for their individual, personal, non-commercial, educational, academic, and instructional use, only. Authorized Users includes identified individuals authorized to use the Product. Customer shall ensure that the Authorized Users and any other person that uses the Product through the use of Customer's access to the Product shall comply with the Terms of Use. Customer shall take all reasonable precautions necessary to safeguard against unauthorized access and use of the Product. Individual Authorized User utilization of the Product shall be subject to CL's Gale Terms of Use and Privacy Policy then in effect. For users under the age of eighteen (18), Customer shall be responsible for securing acceptance to the Terms of Use by a parent or guardian. CL may with, or without notice, add features to the Product, or change or remove features of the Product, at any time. CL will use reasonable commercial efforts to ensure that the Product is available on a monthly basis not less than 98.0% of the time, exclusive of scheduled outages, maintenance, and downtime that is outside of CL's reasonable control. As Customer's sole remedy for CL's failure to meet the monthly uptime requirement, at Customer's request, CL may provide a refund of the Fee pro-rated for the month where service was interrupted, in CL's sole discretion. CL may suspend Customer's and/or any Authorized User's access to the Product without liability if: (i) CL reasonably believes that the Product is being used in violation of this Agreement; (ii) Customer fails to cooperate with CL's reasonable investigation of a suspected violation of this Agreement; (iii) there is an attack on the Product or it is accessed or manipulated by a third party in violation of this Agreement; (iv) CL is required by law, or a regulatory or government body to suspend access to the Product; or (v) there is another event for which CL reasonably believes that the suspension of access to the Product is necessary to protect the Product or CL's other customers from imminent and significant operational, legal, or security risk. CL will give Customer advance notice of a suspension under this Section of at least thirty-six (36) hours unless CL determines in its reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect the Product or CL's other customers from imminent and significant operational, legal, or security risk. CL will not suspend access to the Product if the grounds on which the suspension are based are cured during the forgoing notice period.
- 3. Intellectual Property.** CL has the proprietary rights in and to the Product and Services and CL owns all, right, title, and interest thereto, including all intellectual property rights associated therewith, throughout the world. Customer shall not, by virtue of this Agreement or by virtue of its access to the Product obtain any proprietary rights in or to the Product or Services. Customer shall not use or transmit the Product or Services in any manner except as specifically authorized herein.
- 4. Warranties & Indemnities.** Customer represents and warrants that: (i) Customer has full power and authority to enter into this Agreement and to grant the rights granted hereunder; and (ii) Customer shall not use the Product or Services in any manner except as expressly authorized in this Agreement. To the extent allowable by law, Customer shall defend, indemnify, and hold CL and its distributors and service providers, and their respective officers, directors, employees and agents harmless against all claims, demands, suits, losses, costs, damages, and expenses (including attorneys' fees and costs) that CL may sustain or incur by reason of any breach or alleged breach of the aforesaid warranties of Customer or any of Customer's other obligations under this Agreement.
- 5. Term and Termination.** This Agreement shall commence as of the date specified in the Agreement and shall continue in full force and effect for the duration of the Term and shall automatically renew for additional Renewal Terms upon issuance of an Invoice by CL. Customer may terminate this Agreement and notify CL of non-renewal with at least 90 days' written notice prior to the expiration of the then current Term or Renewal Term.
- 6. Payments and Fees.** In consideration of the Product and Services provided by CL to Customer, Customer agrees to pay the Fee provided on the Invoice, plus any applicable shipping and handling fees, service fees, and applicable taxes. Customer shall remit payment within thirty (30) days of receipt of the Invoice. Purchases are nonrefundable and cannot be exchanged. If Customer fails to make payment, CL may, without prejudice to its other rights and remedies (1) charge interest on any unpaid amounts on a daily basis from the original due date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law (2) suspend or terminate Customer's (and Customer's Authorized Users') use and/or access to the Product or both (1) and (2). Customer shall reimburse CL for all reasonable expenses CL incurs in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable attorneys' fees, and court costs. CL may charge a fee for reinstatement of suspended or terminated service.
- 7. Limited Liability.** Neither CL nor its suppliers, nor their respective directors, employees, officers, or representatives will be liable for any damages of any kind arising from the use of or inability to use the Product and Services, including but not limited to, any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, or any lost profits, lost data, or loss of revenue. Without limited the foregoing, CL's total liability will at all times be limited to the Fees paid by Customer for use of the Product and Services at issue during the immediately preceding twelve (12) month period.
- 8. Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, and legal representatives and permitted successors and assigns, provided that the Customer may not assign this Agreement.
- 9. Confidentiality.** The Customer shall not use itself or reveal to any person or business, confidential or proprietary information or material gained as a result of performing its obligations herein, including without limitation, the terms and conditions of this Agreement, except as may be required by any court of competent jurisdiction, governmental agency, law or regulation (in such event, the Customer shall notify CL before disclosing this Agreement). Notwithstanding the foregoing, the terms and conditions of this Agreement may be revealed by Customer as part of the normal reporting or review procedure to the Customer's accountants, auditors and legal counsel, provided such accountants, auditors, and legal counsel agree to keep such information confidential.
- 10. Miscellaneous.** This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement, and supersedes all other oral or written proposals, negotiations and other communications relating thereto. In the event of a conflict between the Agreement and any Invoice, the T&Cs, or other attachment hereto, the terms and conditions of the Agreement shall prevail. No amendment of this Agreement will be effective unless it is in writing and signed by both parties. No waiver of satisfaction of a condition or noncompliance with an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or noncompliance with any other obligation. Any terms of this Agreement that contemplate compliance or otherwise by their nature should extend after the termination of this Agreement will remain in effect until fulfilled. Except for Customer's payment obligations, neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party, including but not limited to, acts of God, acts of terrorism, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes and other natural disasters. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. This Agreement will be considered signed when the signature of a party is delivered by scanned image (e.g. as a "portable document format" or "PDF" file) as an attachment to electronic mail (email), and any such scanned signature is to be treated in all respects as having the same effect as an original signature, except that either party may require the exchange of original signatures.

Gale Terms of Use

Last Updated: January 2019

This Terms of Use document governs the use of Gale products.

For the Cengage Higher Education terms of use: <https://www.cengage.com/legal/#terms>

For Cengage K12 terms of use: <https://www.cengage.com/legal/K12terms/>

Introduction

Thank you for using the Gale web-based services and related apps and technologies provided by Cengage Learning, Inc. and its affiliates ("Cengage"). The term "Services" as used in these Gale Terms of Use ("Terms") refers to the products, services, websites, content, databases, software, technologies, and tools delivered by Cengage and that link or otherwise refer to these Terms, or that are delivered through a website or service that links or refers to these Terms.

Cengage is willing to provide the Services to you only on the condition that you first accept these Terms. By accessing, and using the Services, you agree to these Terms. You may also agree to these Terms by physically or electronically signing an Order (as defined below) that incorporates these Terms. These Terms along with any Order form a legally binding agreement between you and Cengage.

Your use of certain Services may be subject to additional terms, which may be presented to you for acceptance when you sign up for those Services, or may otherwise be accessible through the Services ("Supplemental Terms"). Such Supplemental Terms will be considered part of these Terms. In the event of any conflict between these Terms and any Supplemental Terms, the Supplemental Terms will control with respect to your use or access of the Services associated with such Supplemental Terms.

Please read these Terms carefully and, if you wish, print or save a copy for your records. If you do not agree with these Terms, you may not access or use the Services.

If you are accepting these Terms on behalf of an organization or entity, you represent that you are duly authorized to bind that organization or entity to these Terms.

Minors

If you are entering into these Terms on your own behalf, you represent that you are at least 18 years of age and have the legal capacity to enter into these Terms. If you are under 18 years of age, your parent or guardian must enter into these Terms on your behalf. **If you are a student, please contact your parent and guardian before entering into these Terms.**

Certain Gale products are intended for use by children and classroom teachers and administrators in primary, and secondary schools. Cengage only collects and processes information pertaining to children as a processor for the educational institutions when delivering products for primary and secondary school libraries. Cengage does not use identifiable student information for its own purposes. For information on your school's privacy policies, please contact the school's administration. See Cengage's Privacy Notice for additional information on Cengage's privacy and data collection and usage practices.

Your Institution may be required to accept these Terms on your behalf with the approval of you, or if you are under 18, your parent or guardian.

Orders and Services

You may be gaining access to the Services through your acceptance of an online or printed order form or other ordering document that references these Terms, including access through an access code or card (an "Order"). An Order may specify applicable fees, how long you are authorized to use the Services, and other terms. In the event of a conflict between these Terms and the terms of an Order (excluding these Terms), these Terms shall control except only to the extent that the Order identifies the specific provision(s) in these Terms to be varied.

If an applicable Order specifies that you are acquiring a Gale product subscription for an institution, subject to the Terms and the Order and payment of applicable fees, Cengage grants the institution a limited, non-exclusive, non-transferable license to access and authorize its "Authorized Users" to access the Services specified in the Order for the subscription period defined in the Order, at its principal location and other locations that may be identified in the Order.

"Authorized Users" means only (i) for public libraries: library staff, individual residents of the library's reasonably defined geographic service area, and walk-in patrons accessing the Services on site; (ii) for schools and academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons accessing the Services on site; (iii) for other types of organizations and subscribers: employees, and independent contractors, in the capacity of their employment or engagement with the organization. Authorized Users excludes corporate affiliates of the subscriber institution, academic bookstores, and alumni unless those users are expressly included in the Order. Posting or sharing passwords or enabling access by non-subscribing institutions or users is prohibited.

All access and use of the Services must be made via a secure network and authentication method. Unless provided otherwise in the Order, Authorized Users may access the Services remotely provided such access is authenticated by commercially reasonable authentication methods. You will promptly notify Cengage if you suspect unauthorized users are accessing the Services.

Purchased Content

For perpetual license content, as provided in the Order, you agree to pay a one-time fee and an annual hosting services fee for a perpetual license to certain content hosted by Cengage for access by Authorized Users ("Purchased Content"). The license to the Purchased Content and any updates thereto (if included) is perpetual and may only be revoked if Customer materially breaches these Terms or if the Purchased Content contains errors or is subject to an infringement or adverse claim by a third party. In consideration of the annual hosting services fee, Cengage will provide you with online access to the Purchased Content and updates (if included) on a Cengage website. If you lose the ability to access the Purchased Content on the Cengage website (if Cengage discontinues its hosting services), you may obtain a digital copy upon certifying that you will restrict use and provide a secure environment, subject to commercially reasonable DRM protocols for the Purchased Content as contemplated under the Terms and the Order. All use of the Purchased Content delivered shall be subject to these Terms. File transfer costs, if any, shall be your sole responsibility.

Changes to the Services

The content provided as part of the Services is primarily owned and supplied to Cengage under agreement with third party licensors and is subject to the terms of such licenses. Cengage may, with or without notice, add features and content to the Services, or change or remove features and content from of the Services, at any time in its sole discretion.

Fees and Payments

Some Services and associated Content may be available only if an associated fee has been paid. Unless otherwise specified in the applicable Order, all fees are payable in U.S. dollars. All fees paid are nonrefundable and non-creditable and are payable prior to the delivery of the Service and within 30 days of Cengage's invoice.

Cengage will disclose the applicable payment options at the time you place your Order. You shall select a payment method to pay Cengage for purchases you make for and/or from the applicable Services. Cengage or Cengage's billing agent may charge your payment method for all amounts due to Cengage without additional notice or consent unless otherwise required by law. Cengage may, in its discretion: (1) post charges to your payment method individually, or (2) aggregate your charges with other purchases you make within the Services and apply those charges to your next billing cycle.

If credit card is selected, Cengage will bill your credit card (for purposes of these Terms, the term "credit card" includes a credit card or a debit card) for all applicable fees in advance of Service delivery. You shall provide Cengage with accurate and complete billing information, including your name, address, telephone number, and valid credit card information, and shall promptly notify Cengage of any changes in that information. You acknowledge that the agreement between you and the applicable credit card issuer governs use of your credit card for payment of amounts owed to Cengage, including your rights and obligations as a holder of that card. If Cengage does not receive payment from your credit card issuer, upon demand you shall pay all overdue amounts by other means acceptable to Cengage. Cengage may accept other forms of payment, and if Cengage invoices you for Services, you shall pay to Cengage the amount indicated in each invoice by the due date reflected on the invoice.

Except for taxes based on Cengage's net income, if any authority imposes a tax, duty, levy, or fee upon your use of or orders for any Services, you shall pay that amount as specified in the Order or Cengage's invoice or supply Cengage with exemption documentation. You are also responsible for paying all administrative fees (such as PayPal fees) associated with the Services and any transactions you entered into in connection with the Services.

If you believe that a billing discrepancy has occurred, unless you notify Cengage in writing within 60 days after the date on which that discrepancy first appeared on your credit card account statement or invoice, as applicable, you waive your right to claim that discrepancy.

Service purchases and subscriptions are nonreturnable and cannot be exchanged. Until your Service is terminated, you will continue to accrue charges for which you remain liable, even if you do not use the Service.

If you fail to pay according to these Terms, Cengage may, without prejudice to its other rights and remedies: (1) charge interest on any unpaid amounts on a daily basis from the original due

date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law, (2) suspend or terminate your use and/or access to Services, or both (1) and (2). You shall reimburse Cengage for all reasonable expenses Cengage incurs in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable attorney's fees, and court costs. Cengage may charge a fee for reinstatement of suspended or terminated accounts.

In addition, if you fail to pay according to these Terms, unless otherwise prohibited by applicable law, you consent and agree that Cengage or its designated third party collection agency may contact you by: (1) phone at one or more of your telephone numbers, including your wireless telephone numbers (in which case you might incur wireless telephone charges under your wireless device plan), (2) text messages (in which case you might incur message and data charges under your wireless device plan) or emails, and/or (3) any other method of contact, including pre-recorded and/or artificial voice messages or an automatic dialing device.

Cengage may from time to time offer Service promotions and discounts for which you may be eligible, including promotions available for a limited time. Unless otherwise specifically noted, Service promotional offers and discounts apply to first-time purchasers only. Separate terms and conditions may apply to promotional offers and discounts.

Content

The Services may allow you to upload or otherwise add through the Services information, text, graphics, photos, audio, video, and/or other materials and content ("Content"). You represent and warrant that you own or have the full right to provide all Content that you provide through the Services for use with the Services ("Your Content"), and that Your Content does not infringe any third-party rights, including any intellectual property, publicity or privacy rights.

Cengage does not obtain ownership of Your Content. You hereby grant Cengage a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable and transferable license to use, distribute, reproduce, modify, prepare derivative works of, perform and display Your Content in connection with the Services and Cengage's business, including for promoting the Services, in all media now known or hereafter devised, and through any media channels. In the event that perpetual license terms are not allowed by law, the term shall be for the longest period allowed by applicable law.

Cengage does not adopt, endorse, or accept responsibility for Your Content or any third-party Content. You agree that Cengage will not be liable for any loss or damage resulting from your reliance on Your Content or any third-party Content available through the Services.

Cengage reserves the right (but has no obligation) to pre-screen, review, flag, filter, modify, refuse, or remove Content from the Services.

After termination of your use of any Services, except as required by applicable law, Cengage does not have any obligation to destroy, return or retain Your Content relating to your use of such Services. It is your sole responsibility to backup and export Your Content prior to termination.

Your Use of the Services

You may only access the Services and related Content through the interface provided by Cengage and for lawful purposes. During the applicable term of your subscription for use of the

Services if specified in an Order, Cengage grants you a limited, non-exclusive, non-transferable license only to access and to use the Services for the Permitted Use (as defined below), subject to your compliance with these Terms. You may not use the Services for any other purpose, or after the end of the applicable term, or after termination of your rights to use the Services under these Terms.

You shall provide, at your own expense, suitable equipment, software, and internet access as necessary to access and use the Services and facilitate access and use of the Services by your Authorized Users.

Permitted Uses.

For your personal, internal research and educational purposes only, provided such use does not violate the Terms, and there are no restrictions prohibiting such use, you may:

- Display and use reasonable portions of content contained in the Services.
- Download or make printed copies of reasonable portions of content contained in the Services, provided such downloaded or printed copies retain the Cengage and its licensor's copyright notice or if no such notice is included in the copy, a credit to Cengage and its licensor is included with the copy.
- Include hyperlinks to content contained in the Services in electronic reserves, online course packs, and/or intranet sites, accessible to Authorized Users only, provided the links do not circumvent any functionality of the Services.
- Extract and compile data from the content comprising the Services.

Prohibited Uses

You represent, warrant, and agree that you will not:

- Use the Services to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to any third-party claim, or otherwise violate any local, state, federal, or international law or regulation, including export control laws and regulations. Without limiting the foregoing, you agree that you will not use the Services in connection with the development, design, manufacture or production of nuclear, missile, or chemical or biological weapons;
- Upload, post, or otherwise transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, deceptive, or otherwise objectionable Content;
- Upload, post, or otherwise transmit through, to or otherwise using the Services any Content that infringes or violates any intellectual property right, publicity right, privacy right, or other right of any third party;
- Upload, post, or otherwise transmit through, to or otherwise using the Services any Content that contains any malware, viruses, spyware, worms, or other malicious code or files;
- Disrupt the normal flow of communication in the Services or otherwise act in a manner that negatively affects any other users' ability to use or benefit from the Services;
- Interfere with or disrupt the Services or servers or networks connected to the Services, or violate any requirements, procedures, policies, or regulations of networks connected to the Services;
- Access (or attempt to access) any part of the Services or Content through any automated means (including use of scrapers, scripts, robots, spiders, or web crawlers), or in any way circumvent the navigational structure or presentation of the Services;
- Use the Services for any phishing, trolling, or similar activities, or to redirect users to

other sites or encourage users to visit other sites; or to harvest or collect email addresses or other contact information of other users of the Services by automated or other means;

- Impersonate or attempt to impersonate Cengage or a Cengage employee, another user, or any other person or entity, or post any information that misrepresents the identity, characteristics or qualifications of you or any other person, including the use of a pseudonym, or misrepresenting current or previous positions, qualifications or affiliations with a person or entity, past or present;
- Frame or mirror any part of the Services;
- Use metatags or code or other devices containing any reference to Cengage or the Services in order to direct any person to any other website or services for any purpose;
- Use the Services in a manner contrary to the educational purpose of the Services, such as by posting answers to test or assessment questions provided through the Services;
- Exploit or otherwise use the Services for any commercial purpose without Cengage's prior written consent.
- Frame or utilize framing techniques to enclose any Mark (defined below) or other proprietary information (including images, text, page layout and form) of Cengage or its licensors without Cengage's prior written consent.
- Use any meta tags or any other "hidden text" using Cengage's Marks without Cengage's prior written consent.
- Download all or parts of the Services as to create a collection of materials in any form.
- Otherwise use the Services in violation of these Terms.

Cengage Materials and Intellectual Property

Cengage and its licensors own and retain all right, title, and interest in and to the Services, all underlying technology used with or otherwise enabling the Services, and all software and Content (other than Your Content, which you own subject to the license set forth herein) available within the Services (collectively, "Cengage Materials"), including all associated trademarks, copyrights, and other intellectual property rights. Nothing in these Terms transfers any such rights, title or interest to you or any other user, and Cengage reserves all rights not expressly granted to you. All software and apps provided to you under these Terms are licensed, not sold.

You agree not to remove, conceal, or alter any proprietary rights notices (including copyright and trademark notices) contained within the Cengage Materials. You may not (and you may not permit anyone else to) extract, copy, modify, reverse engineer, decompile, or otherwise attempt to access or use the source code of the software underlying or otherwise used to provide the Services or any part thereof, except to the extent allowed by law notwithstanding this restriction.

All trademarks, service marks, trade names, logos and graphics included within the Services ("Marks") are trademarks of Cengage and its licensors. You may not use any Marks without the prior written consent of Cengage.

Any unauthorized use by you of Cengage's Marks or other intellectual property automatically terminates the license granted by Cengage under these Terms and your right to use the Services. You agree that any breach of your obligations with respect to Cengage's and its licensors' proprietary or intellectual property rights will result in irreparable injury to Cengage and its licensors for which money damages are inadequate, and you therefore agree that Cengage and its licensors shall be entitled to seek injunctive relief to address such breach,

without the requirement of posting a bond, in addition to any other relief that a court may deem proper.

Federal Government customers obtain only the limited rights specified in these Terms and on other rights. The Government acknowledges that (i) all software and related documentation incorporated into the Services is existing commercial computer software within the meaning of FAR 27.405(b)(2); and (2) all other data delivered in whatever form, is limited rights data within the meaning of FAR 27.401. The restrictions in this section are acceptable as consistent with the Government's need for software and other data.

Open Content

Certain Services may contain Content made available through a Creative Commons license (such as Attribution 4.0 International) or similar "open"-style license ("Open License"), as clearly and expressly specified within the Services ("Open Content"). You will have the rights to use Open Content solely as specified in the associated Open License. Nothing in these Terms shall restrict your rights under any Open License to Open Content provided through the Services.

Third-Party Services

The Services may include services or other technology provided by third parties ("Third-Party Services"). The applicable supplier of any Third-Party Services is an intended third-party beneficiary of these Terms and may enforce these Terms directly against you with respect to such Third-Party Services. Alternately, an Order (or activation process) for a Third-Party Service may include or be accompanied by a separate service, license, or other agreement ("Third-Party Agreement"), in which case that Third-Party Service is provided solely under the terms of that separate Third-Party Agreement.

Cengage may also provide you with certain "Third-Party Supplier Notices" in connection with the provision of Third-Party Services. The applicable Order (or activation process) for a Third-Party Service may include or be accompanied by Third-Party Supplier Notices.

Placing an Order for a Third-Party Service that includes a separate Third-Party Agreement and/or Third-Party Supplier Notices, or activating a Third-Party Service for which the activation process includes a Third-Party Agreement and/or Third-Party Supplier Notices, constitutes your acknowledgment that you have read and agree to all applicable Third-Party Agreements and Third-Party Supplier Notices. Cengage is not a party to, and is not liable for breaches of, any Third-Party Agreement.

Cengage assumes no obligation or liability for: (1) the functionality or performance of Third-Party Services, including their content, accuracy, or reliability, or (2) the acts and omissions (including with respect to privacy practices) of the suppliers of Third-Party Services. You acknowledge that a Third-Party Agreement might give the applicable third-party supplier rights with respect to your data beyond those allowed by these Terms or Cengage's Privacy Notice. Cengage does not guarantee that a third-party supplier will comply with its agreement with Cengage or its Third-Party Agreement with you, and Cengage is not required to enforce its agreement with a supplier of Third-Party Services.

Collaboration Tools

The Services may include comment areas, message forums, chat areas and other collaboration tools ("Collaboration Tools"). You agree to use all Collaboration Tools in good faith and not in support of any business venture or entity. Cengage disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in any Collaboration Tools. Cengage is not responsible for any errors or omissions in Content provided through Collaboration Tools, including any hyperlinks embedded in any such Content. Under no circumstances will Cengage, or its affiliates, suppliers or agents be liable for any loss or damage caused by the Collaboration Tools, including your reliance on information obtained through the Collaboration Tools. The opinions expressed in or through any Collaboration Tools are solely the opinions of the participants, and do not reflect the opinions of Cengage.

Internet Links

Some links within the Services may lead to websites controlled by third parties. Because Cengage has no control over these websites, Cengage is not responsible for such websites' content or accessibility via the internet and does not endorse products, services, or information provided by such websites. Cengage shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any Content, goods, or services available on or through any other website. Further, the inclusion of these links does not imply that there is any relationship between Cengage and the linked websites. Reference to other companies does not imply any partnership, joint venture, or other legal connection where Cengage would be responsible for the actions of their respective owners.

Privacy and Your Information

Cengage processes personal information as defined by the applicable law where you live ("PI") in our Services for several reasons, and only when Cengage has a legal basis for doing so, such as fulfillment of a contractual obligation or with consent.

Cengage may process PI under legitimate interest as long as such legitimate interest does not outweigh or infringe on the rights and freedoms of its customers.

Cengage may use profiling or analytics in the Services such as usage data and engagement; please note that human intervention is always possible to override any automated decision making.

Cengage may also use customer activity reports, analytics data, usage logs, and other similar information to determine how customers interact with Cengage's Services and make improvements to the Services.

Cengage respects the rights of European Economic Area (EEA) residents to access, correct and request erasure or restriction of their personal information as required by law. If you are a resident of the EEA, you generally have a right to know whether or not Cengage maintains your PI. If your information is incorrect or incomplete, you have the right to ask Cengage to update it. You have the right to object to Cengage's processing of your PI. You may also ask Cengage to delete or restrict your PI.

To exercise these rights, please contact Cengage via email at privacy@cengage.com and a member of Cengage's Privacy Team will assist you. Please understand that Cengage may need to verify your identity before processing your request.

If you are an educator, parent, or student, Cengage is a service provider to your school or organization; please reach out to the appropriate contact at your school or organization with questions or inquiries. This notice does not cover other organizations' websites that may be accessible via links through our Services. These websites have their own privacy policies and we encourage you to read them.

Cengage occasionally may notify users of its Services of significant announcements regarding the operation of the Services (whether or not they have opted out of receiving marketing communications from Cengage as further described in Cengage's Privacy Notice).

Some activities within the Services might request you and other users to submit information that is tabulated and stored in a database and used to produce statistics that are integral to the educational value of these activities. If the requested information is personally identifiable, your specific responses remain confidential and Cengage will not associate those responses with your name, email address, or other personally identifiable information. You hereby consent to including in (and Cengage's disclosure of) any such statistical analysis the information that you submit while participating in any such activity.

For further information about Cengage's privacy and data protection practices, please read Cengage's [Privacy Notice](#). This Privacy Notice explains how Cengage treats your personal information when you use the Services. You agree to the use of your personal data in accordance with Cengage's Privacy Notice.

To the extent that any third-party website accessible through the Services has different privacy practices, terms or conditions, those practices, terms or conditions will be explained at that website and will apply to that website, in lieu of these Terms and Cengage's Privacy Notice.

Accessibility

Cengage provides a variety of programs and services to help make its educational materials accessible to users of all abilities. For additional information regarding Cengage's accessibility initiatives, see <https://www.cengage.com/accessibility>.

Digital Rights Management

A Service might contain or be accompanied by digital rights management technology or similar security technology designed to protect digital information against piracy and other misuse. You acknowledge that any such technology is not a defect in the Service. While accessing a Service, your internet-accessible device may be directly connected to an internet site operated by or on behalf of Cengage in order to upgrade that security technology. You hereby consent to the use and automatic upgrading of that security technology. You shall not circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with the security technology contained in or accompanying any Service.

General Practices Regarding Use of Services and Storage of Your Content

Cengage may establish general practices and limits applicable to your use of the Services, including the maximum number of days that Your Content is retained in connection with the applicable Service, the maximum storage space allotted on your behalf for such Service, and the maximum number of times (and the maximum duration for which) you are allowed to access the Service in a given period of time. Cengage may suspend or terminate user accounts for which applicable fees are unpaid, or that are inactive for an extended period of time, with or without notice. Cengage may establish and change these general practices and limits at any time, with or without notice.

You acknowledge that the Services are not designed or intended to be used as part of a disaster recovery facility or an emergency data storage facility. Although Cengage takes reasonable precautions to preserve and protect Your Content, you shall not rely on the Services as your only storage means. You should make and preserve your own backup copies of Your Content. Cengage is not liable for damage to, deletion of, or failure to store, Your Content.

Disclaimer of Warranties

The Services and Cengage Materials are provided by Cengage on an "as is" and "as available" basis. Cengage makes no representations or warranties of any kind, express or implied, as to the Services, Cengage Materials, or other information, content or materials made available through the Services, including the Cengage Materials, the Content, Open Content, Third-Party Services, or Collaboration Tools (collectively, the "Services Items"). You agree that your use of the Services, Cengage Materials, and Services Items is at your sole risk. The Services, Cengage Materials and Services Items could include inaccuracies or typographical errors. Advice received via the Services, Cengage Materials, and Services Items is informational only, does not constitute medical, legal, tax, financial, or other professional advice, and should not be relied upon for personal, medical, legal, or financial decisions. You should consult an appropriate professional for specific advice tailored to your situation. Cengage does not warrant or make any representations regarding the use of or the result of the use of any Services, Cengage Materials or Services Items in terms of their correctness, accuracy, reliability, or otherwise, and you (and not Cengage) assume the entire cost of all necessary servicing, repair and correction.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CENGAGE DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CENGAGE DOES NOT WARRANT THAT THE SERVICES, CENGAGE MATERIALS, OR SERVICES ITEMS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES, CENGAGE MATERIALS, OR SERVICES ITEMS OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

Neither Cengage nor its suppliers, nor their respective directors, employees, officers or representatives will be liable for any damages of any kind arising from the use of or inability to use the Services, Cengage Materials, or Services Items including, but not limited to, any direct, indirect, incidental, special, consequential, exemplary or punitive damages, or any lost profits,

lost data, or loss of revenue. Without limiting the foregoing, Cengage's total liability will at all times be limited to the fees you have paid to Cengage for the Services at issue during the prior three (3) months. The limitations in this paragraph shall apply to the extent permitted by applicable law.

You agree that Cengage is in no way responsible or liable for any grade or assessment you may receive through or otherwise related to any Services.

Indemnification

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CENGAGE, ITS AFFILIATES AND SUPPLIERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND REPRESENTATIVES, FROM ANY AND ALL DEMANDS, CLAIMS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS, DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF THE SERVICES, CENGAGE MATERIALS, OR SERVICES ITEMS; ANY CLAIMS RELATED TO YOUR CONTENT; OR YOUR VIOLATION OF ANY OF THESE TERMS. This paragraph shall survive any expiration or termination of these Terms.

Responsible Disclosure Surrounding Security

If you are a security researcher and have discovered a vulnerability in one of our Services, Cengage appreciates your help in reporting it to Cengage in a responsible and private manner.

Any identified vulnerability in our Services should be reported to security@cengage.com. Reported vulnerabilities will be triaged by Cengage's Compliance and Security Team. To allow Cengage to best analyze the vulnerability, please include the following:

- URL of the vulnerable endpoint
- Type and description of vulnerability
- Steps to reproduce the vulnerability
- Your email address and any other pertinent contact information

Cengage does not want to limit the visibility we have into security risks in our Services.

However, to protect our users and systems, you are prohibited from:

- Accessing, downloading, modifying, or removing data of accounts that do not belong to you;
- Performing any penetration testing on the sites in which the Services are provided or accessed;
- Performing any denial of service (DoS) attack, including a distributed DoS (DDoS) attack or other attack that would degrade the Services;
- Uploading or posting malicious software;
- Engaging in social engineering of other users, Cengage employees, or Cengage partners, of any kind, including phishing;
- Sending unsolicited communications, including emails, in-application chats, and SMS;
- Testing any third-party applications, websites, or services that integrate or link to the Services. and
- Physical attempts to access Cengage property or any data centers used to provide the Services.

Cengage does not currently participate in or offer a bug bounty program. You agree that you are not entitled to any compensation in relation to vulnerability identification or disclosure.

If you identify a valid vulnerability and comply with these Terms, Cengage will:

- Acknowledge the receipt of your vulnerability report;
- Work with you to understand and document the issue;
- Address the risk as deemed appropriate by Cengage;
- Not suspend or terminate your account; and
- Not pursue legal action against you.

Termination

You agree that Cengage may terminate, suspend, or block your use of all or part of the Services, without liability or refund, if in Cengage's sole determination you have breached these Terms. You agree that upon termination of your participation in the Services for any reason, Cengage may delete all information related to you on or within the Services and may prevent your continued access to and use of the Services.

In order to protect the integrity of the Services, Cengage reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Services.

Feedback

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information submitted to Cengage relating to modifying or improving the Services ("Feedback"), whether solicited or unsolicited, are non-confidential. Cengage may use Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You grant to Cengage a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, transferable, sublicensable license to use Feedback, and in the event perpetual license terms are not allowed by law, the term shall be for the longest period as allowed by applicable law.

Changes to These Terms

Cengage may change these Terms from time to time. When these changes are made, Cengage will make a new copy of these Terms available through the Services. You understand and agree that your use of the Services after the date on which these Terms have changed constitutes acceptance of the updated Terms.

Miscellaneous

All disputes arising out of or relating to these Terms, including all intellectual property issues and your rights and obligations, shall be governed by the laws (without regard to any conflicts of laws rules) and shall be subject to exclusive jurisdiction as set forth in the following paragraphs, based on your country of residence. Each party waives any objection to the identified venue or jurisdiction:

If you reside in the United States of America or any other country not stated below:

- The laws of the United States of America and the State of New York shall apply, with exclusive jurisdiction in the state or federal courts of New York County, New York.

If you reside in the United Kingdom or in EMEA or India:

- The laws of England shall apply, with exclusive jurisdiction of the English courts.

If you reside in Australia or Asia (excluding India):

- The laws of Australia shall apply, with exclusive jurisdiction in Australia courts.

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply these Terms and is expressly excluded.

Services and Content are not available in all languages or in all countries. Cengage makes no representation that the Services, Cengage Materials, or Services Items are appropriate or available for use in any particular location. To the extent you choose to access the Services, you do so at your own risk and are responsible for compliance with any applicable laws, including applicable local laws.

These Terms are personal to you and you may not assign them or your rights or obligations under them to anyone. If any provision of these Terms is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. Cengage may assign its rights and obligations, or these Terms, in whole or in part.

The failure of Cengage to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. No waiver of any term of these Terms by Cengage shall be deemed a further or continuing waiver of such term or any other term.

You and Cengage acknowledge and agree that no partnership, agency, joint venture, or employment relationship is formed between you and Cengage by your use of the Services, and neither you nor Cengage have the power or the authority to obligate or bind the other.

Cengage shall not be liable for any failure or delay in the performance of its obligations due to causes beyond its reasonable control, including but not limited to, war, terrorism, sabotage, insurrection, riot or other act of civil disobedience, strikes or other labor shortages, act of any government affecting the terms hereof, accident, fire, explosion, flood, hurricane, severe weather or other disaster.

These Terms along with any applicable Order and Supplemental Terms constitute the entire understanding between the parties pertaining to their subject matter, and any prior or other contemporaneous written or oral agreements between the parties are expressly superseded.

Any FAQs or similar documents included in or associated with the Services are for informational purposes only and are not deemed to be part of these Terms.

If Cengage provides a translation of the English language version of these Terms, the translation is provided solely for convenience, and the English version shall prevail.

When the term "including" is used in these Terms, it shall be interpreted to mean "including, without limitation," so that the items after the term "including" are understood to be illustrative only and not a complete list.

Notice and Procedure for Making Claims of Copyright Infringement

Note: the following information is provided exclusively for notifying Cengage that your copyrighted material might have been infringed. All other inquiries, such as requests for technical assistance, will not receive a response through this process.

Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c), to be effective, written notification ("Notification") of claimed copyright infringement must be submitted to the following **Agent Designated to Receive Notification of Claimed Infringement**:

Laura Stevens
 Legal Department, Cengage Learning, Inc.
 200 Pier Four Blvd
 Boston, MA 02210
 Phone: (617) 289-7700
infringements@cengage.com

To be effective, the Notification must include the following:

- 1 A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 2 Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 3 Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- 4 Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- 5 A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 6 A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Supplemental Terms For Gale Products

Gale Digital Scholar Lab

1.0 Definitions

- 1.1 **"Authorized Sites"** means Internet websites or any other remote sites operated by Licensee with secure access from which Licensee's Authorized Users can obtain access to Digital Scholar Lab.
- 1.2 **"Authorized Users"** means individuals whom Licensee has granted access to Digital Scholar Lab and who have agreed to the Digital Scholar Lab Terms and Conditions.

- 1.3 **“Session”** means the cycle of activities by an Authorized Users that starts when the Authorized User connects to a database and ends when the Authorized User connects to another database or exits Digital Scholar Lab either by logging out or by timeout due to inactivity.
- 1.4 **“Setup Fee”** means the fee paid to Cengage by Licensee for setting up and configuring Licensee’s access to Digital Scholar Lab.
- 1.5 **“Source Content”** means the primary source texts purchase from Cengage by Licensee and which is made available for access and analysis through Digital Scholar Lab.
- 1.6 **“Subscription Fee”** means the fee paid to Cengage by Licensee for Subscription Access to Digital Scholar Lab.

Digital Scholar Lab Services.

Subject to the timely payment of set up and subscription fees, as more fully detailed in an Order, and compliance with the Terms and Digital Scholar Lab Services Terms below, Cengage grants to You a non-transferable, non-exclusive, limited license during the term, as provided in an Order, to access and use, and to permit the Authorized User, as identified in an Order to access and use, Digital Scholar Lab for purposes of personal, non-commercial, academic Text and Data Mining of the Gale content, as identified in an Order (the “Source Content”). “Text and Data Mining” means the performance of automated searches of Source Content, the sorting, parsing, addition or removal of linguistic structures, and the selection and limited inclusion of content into an index or database for purposes of classification or recognition of relationships and associations for non-commercial research purposes only.

Digital Scholar Lab Services Terms:

- a. Use of and access to Digital Scholar Lab shall be limited to Authorized Users and shall not include providing access to other libraries or third parties, unless specifically authorized by Cengage. Non-subscribing libraries and other third parties are required to enter into a separate agreement with Cengage for access and may not access Digital Scholar Lab remotely through Your website(s) or use Your remote access to gain access without the prior express written permission of Cengage.
- b. You may only access Digital Scholar Lab using the authentication credentials provided to You by Cengage. You may not share Your authentication credentials with others or access Digital Scholar Lab as an Authorized User other than via a secure website approved by Cengage.
- c. You shall take all reasonable precautions to limit the usage of Digital Scholar Lab to You and Your Authorized Users, who shall agree to the Terms and these Supplemental Terms. You agree to notify Cengage if it becomes aware of any of the following: (i) any loss or theft of Your authentication credentials; (ii) any unauthorized use of any of Your authentication credentials or of Digital Scholar Lab; or (iii) any breach by an Authorized User of the Terms. Upon becoming aware of any breach of the terms of this Agreement by an Authorized User, You shall

work with Cengage to cure such breach. Notification of claims of copyright infringement regarding materials available or accessible on, through or in connection with Cengage's services may be sent to Cengage Learning, Inc., 200 Pier Four Blvd., Boston MA 02210, Attention: General Counsel.

- d. All rights in and to Digital Scholar Lab not specifically provided to You hereunder shall remain the exclusive property of Cengage and its licensors.

Limitations on License.

- a. You may download, view and print and/or make paper or electronic copies of citations, abstracts, full text or portions of Source Content for educational research and personal non-commercial use only; provided, however, that You may download no more than One Thousand (1,000) Source Content documents per Session.
- b. You shall not use Digital Scholar Lab or any output generated by Digital Scholar Lab as a component of, or a basis for, a directory, database or other publication prepared for sale, exchange, barter or transfer, rent, lease, loan, resold for profit, distributed, altered or in any other manner commercially exploiting any data or documentation derived from Digital Scholar Lab or the Source Content.
- c. You may distribute the outputs of Text and Data Mining, provided, however, that (i) where snippets and/or bibliographic metadata are distributed, they must be accompanied by a DOI link that points back to the individual full text article or book chapter, (ii) where images or text excerpts are used, You are solely responsible for securing any intellectual property or other rights for reuse from the relevant rights holder, and (iii) the distributed outputs must include a proprietary notice stating:

"Some rights reserved. This work permits non-commercial use, distribution, and reproduction in any medium, provided the original author and source are credited."

- d. You are not authorized to:
- (i) Use snippets of text from individual full text articles or book chapters of more than 200 characters (excluding text entity matches or bibliographic metadata);
 - (ii) Abridge, modify, translate or create any derivative work based on the Source Content included in the Digital Scholar Lab;
 - (iii) Remove, obscure, or modify in any way any copyright notices, other notices or disclaimers as they appear in the dataset;
 - (iv) Substantially or systematically reproduce, retain or redistribute the dataset;
 - (v) Extract, develop or use the dataset in any direct or indirect commercial activity;
 - (vi) Utilize the Digital Scholar Lab output to enhance institutional or subject repositories in a way that would compete with Cengage database products

- or any other Cengage product, service, and/or solution, or have the potential to substitute and/or replicate any other existing Cengage database product or any other Cengage product, service and/or solution;
- (vii) Use any robots, spiders or other automated downloading programs, algorithms or devices to search, screen-scrape, extract, or index any Cengage website or web application
- e. You may provide electronic links to Digital Scholar Lab from Your web page(s) providing that You shall not allow non-subscribing institutions or any other third party to link directly or indirectly to Source Content made available through Digital Scholar Lab.
- f. Remote access to Digital Scholar Lab must not be made available online or via a workplace computer, except as authorized herein. Subject to Cengage approval as set forth in an Order, Remote access may be available, where You have undertaken proper security procedures preventing remote access by unauthorized users. No provision of these Terms are intended to constitute a substitution for an institutional license by a non-subscribing institution or any third party. Remote access rights are designed for the provision of services to licensed Authorized Users only and not rights for the users of a non-subscribing institution.



CENGAGE PRIVACY NOTICE

This Privacy Notice is effective as of January 1, 2020.

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How to Contact Us

Cengage Learning, Inc. and its affiliates (collectively referred to as “Cengage”, “we”, “us”) is committed to protecting personal information. We have an internal Global Privacy Policy that governs our privacy practices including how we safeguard the personal information collected and our data handling procedures.

This Privacy Notice explains who we are, how we collect, use and share personal information, and how you can exercise your privacy rights. It applies to educational professionals (such as teachers, instructors, school administrators, authors, editors, and contributors), students at post-secondary schools, adult learners, website visitors, business partners, others whom engage in our products and/or services (“Services”) or who participate in our recruitment activities. We recommend that you read this Privacy Notice in full to ensure you are fully informed.

The Cengage entity responsible for your personal information will be the member of Cengage that originally collects your information. This will be explained at the point at which your personal information is first collected by the Cengage entity, for example where you or the institution you work for engages us to provide a service or where we engage you to provide a service to us.

What We Do

Cengage is a provider of learning tools that serves the higher education, K-12, professional, library and workforce training markets worldwide. You can find out more about Cengage at <https://www.cengage.com/> or by contacting us using the information in the How to Contact Us section.

We collect and use information about you if you:

- Use one of our website(s) or online services
- Purchase or receive one of our Services
- You are identified as a potential customer
- Work with us as a business partner
- Apply for employment with Cengage

Collection of Your Personal Information

“Personal information” is any information that can be used to identify an individual, and may include, name, address, email address, phone number, login information, marketing preferences or payment card number. In many cases, we collect Personal Information directly from you. We will ask you for Personal Information when you interact with us, such as when you register on our websites, sign up to receive materials electronically or make a purchase. We may collect additional information about you from your school, such as information about the classes you are teaching, and from third party data suppliers who enhance our files and help us better understand our customers. We may also collect information from publicly available social media sites, such as Twitter.

When you use our websites, products and applications, we collect Transaction Information about your session and your activity. In addition to any information that you submit during these sessions, we use cookies and other technological tools to automatically collect information about your computer and your use of our website and applications. We may collect or infer information about you, such as your engagement with our products and with others in your classes. We treat this information as Personal Information when it is associated with other data elements that allow us to identify you. For more information about cookies and other technologies, please see the section Cookies and Other Data Collection Technologies below.

We also collect Personal Information when you contact us, such as for customer service purposes. Additionally, we may obtain content that is captured and recorded when taking a course, such as video or audio recordings for use in language courses.

Use of our website(s) or online services

The personal information that we may collect about you when you visit our websites or online services broadly falls into the following categories.

- **Information you provide voluntarily:** We collect Personal Information that you provide voluntarily through our websites and online services, for example when completing online forms to contact us. The information we collect about you may include some or all of the following:
 - Name and job title
 - Company, Organization, School or Institution
 - Contact information, including postal address, telephone numbers and email addresses
 - Information pertinent to fulfilling our Services to you; and
 - Any other Personal Information that you voluntarily choose to provide to us.

If we ask you to provide any other Personal Information not described above, the Personal Information that you are asked to provide, and the reasons why you are asked to provide it, will be made clear to you at the point that you are asked to provide it.

- **Information that we collect automatically:** When you visit our websites, we may collect certain Personal Information automatically from your device. Specifically, this information may include information such as: your IP address, device type, unique device identification number, browser-type, broad geographic location (e.g., country or city-level location) and other technical information. We may also collect information about how your device has interacted with our websites, including the pages accessed and links clicked.

Collecting this information enables us to better understand the visitors who come to our websites, where they come from, and what content on our websites is of interest to them. We use this information for our internal analytics purposes and to improve the quality and relevance of our websites to our visitors.

Some of this information may be collected using cookies and other similar technologies, as explained in our Cookie Notice.

Purchase or received one of our Services or a business partner

When you engage our Services, we collect Personal Information which is necessary for the performance of those Services. The majority of the Personal Information we collect to provide our Services is supplied voluntarily by our customer and business partners. Because of this, if you are a customer or business partner of Cengage then it will be generally obvious to you what Personal Information we collect. This information broadly falls into the following categories:

- **Contact information:** that allows us to communicate with you, such as your name, username, the company you work for or school you attend, your job title, postal address, telephone numbers, email address or other addresses that allow us to send you messages.
- **Relationship Information:** that helps us do business with you. For students, this may include your school affiliation, expected degree and graduation date, your courses of study, grades, learning style and how you engage with our products and content, and similar information that can help us tailor our content and offer you personalized instruction. For professionals, this may include your professional credentials and affiliations and the products and services that may interest you or your school. If you are an instructor, we may also collect information about the types of courses you teach, your teaching style and student engagement, and similar information that can help us tailor our content and improve your effectiveness in the classroom.
- **Transaction Information:** about how you interact with Cengage, including your purchase history, information about your use of our content (including time spent on material and results of in-product assessments), customer account information and information about how you use our websites and applications. If you purchase products from us online, we also collect payment card information as needed to process your payment.
- **Financial information:** such as bank account information and billing details in order to manage and process any payments you make to us.
- **Application information:** information held by credit reference agencies and fraud prevention agencies in order to assess any application for your use of our services.
- **Identification information:** such as background information provided by you or collected as part of our business validation process; and
- **Feedback:** information you provide to use about our products and services in order to continuously improve the products and services.

Potential customer

We collect information directly, from other members of the Cengage group, and from other third-party lead providers about organizations who might like to hear from us or receive our products and services. We will only do so in accordance with your preferences and as described in this Privacy Notice.

- **Contact information:** such as your name, telephone number, postal address, email address in order to fulfill any order, provide our Services and manage your account.
- **Demographic information:** such as your age and information about your occupation.

Uses of Your Personal Information

We use your Personal Information in the following ways and where we are satisfied that we have an appropriate legal basis to do so. Our uses broadly fall into the following categories.

Use of our website(s) or online services

- **Providing our websites:** to perform our contract with you for the use of our websites and to fulfill our obligations under applicable terms of use/service. Where we have not entered into a contract with you, we base the processing of your Personal Information on our legitimate interest to operate and administer our websites and to provide you with the content you access and request (e.g., to download content from our websites).
- **Providing necessary functionality:** to perform our contract with you for the use of our websites. Where we have not entered into a contract with you, we base the processing of your Personal Information on our legitimate interest to provide the necessary functionality required during your use of our websites.
- **Developing and improving our websites:** to analyze trends and to track your usage of and interactions with our websites to the extent it is necessary for our legitimate interest in developing and improving our websites and providing our users with more relevant content, or where we seek your valid consent.
- **Promoting the security of our websites:** by tracking the use of our websites, creating aggregated, non-personal data, verifying accounts and activity, investigating suspicious activity and enforcing our terms and policies, to the extent this is necessary for our legitimate interest in promoting the safety and security of the websites, systems and applications and in protecting our rights and the rights of others.
- **Assessing and improving user experience:** to process device and usage data, which in some cases may be associated with your Personal Information, in order to analyze trends that assess and improve the overall user experience to the extent it is necessary for our legitimate interest in developing and improving the website, or where we seek your valid consent.

Purchase or received one of our services or a business partner

- **Providing our services:** to provide you with the products, content, or services selected by you or your institution under our contract with you for the use of our Services and to fulfill our obligations under applicable terms of use/service. Where we have not entered into a contract with you, we base the processing of your Personal Information on our legitimate interest to operate and administer our Services.
- **Providing necessary functionality:** to perform our contract with you for the use of our Services. Where we have not entered into a contract with you, we base the processing of your Personal Information on our legitimate interest to provide the necessary functionality required during your use of our Services.

- **Developing and improving our services:** to analyze trends and to track your usage of and interactions with our Services to the extent it is necessary for our legitimate interest in developing and improving our Services and providing our users with more relevant Service offerings, or where we seek your valid consent.
- **Assessing and improving user experience:** to process device and usage data, which in some cases may be associated with your Personal Information, in order to analyze trends that assess and improve the overall user experience to the extent it is necessary for our legitimate interest in developing and improving the website, or where we seek your valid consent.
- **Promoting the security of services:** by tracking the use of our Services, creating aggregated, non-personal data, verifying accounts and activity, investigating suspicious activity and enforcing our terms and policies, to the extent this is necessary for our legitimate interest in promoting the safety and security of the Services, systems and applications and in protecting our rights and the rights of others.
- **Managing user registrations:** to process your Personal Information by managing your user account, if you have registered for an account with us, for the purpose of performing our contract with you according to applicable terms of service.
- **Handling contact and user support requests:** if you fill out a “Contact Me” web form or request customer support, or if you contact us by other means including via email, we process your Personal Information to perform our contract with you and to the extent it is necessary for our legitimate interest in fulfilling your requests and communicating with you.
- **Managing event registrations and attendance:** to plan and host events or webinars for which you have registered or that you attend, including sending related communications to you, to perform our contract with you.
- **Managing surveys, contests or promotions:** if you take a survey or register for a contest or promotion, we process your Personal Information to perform our contract with you. Determine if you are eligible for certain products, services or offers, such as rebates or content guides offered to professionals and students for certain courses. Some contests or promotions have additional rules containing information about how we will process your Personal Information.
- **Managing Payments:** to verify financial information you provide to us and or collect payments to the extent that doing so is necessary to complete the transaction and perform our contract with you.
- **Reviewing compliance with applicable usage terms:** to review compliance with the applicable usage terms in our customer’s contract to the extent that it is in our legitimate interest to ensure adherence to the relevant terms.
- **Sending marketing communications and other information:** to send you marketing information, product recommendations and other non-transactional communications (e.g., marketing newsletters, telemarketing calls, SMS, or push notifications) about us and our

affiliates and partners, including information about our products, promotions or events as necessary for our legitimate interest in conducting direct marketing or to the extent you have provided your prior consent. Provide you with additional information that may be of interest, such as Cengage news and announcements, study tips for students or teacher guides for professionals.

- **Displaying personalized advertisements and content:** to conduct marketing research, advertise to you, provide personalized information about us on and off our websites and to provide other personalized content based upon your activities and interests to the extent it is necessary for our legitimate interest in advertising our websites or, where necessary, to the extent you have provided your prior consent.
- **Complying with legal obligations:** when cooperating with public and government authorities, courts or regulators in accordance with our legal obligations under applicable laws to the extent this requires the processing or disclosure of Personal Information to protect our rights or is necessary for our legitimate interest in protecting against misuse or abuse of our websites, protecting personal property or safety, pursuing remedies available to us and limiting our damages, complying with judicial proceedings, court orders or legal processes or to respond to lawful requests.

Potential customer

- **Identifying customer opportunities:** to assess new potential customer opportunities to the extent that it is in our legitimate interest to ensure that we are meeting the demands of our customers and their users' experiences.
- **Registering office visitors:** for security reasons, to register visitors to our offices and to manage non-disclosure agreements that visitors may be required to sign, to the extent such processing is necessary for our legitimate interest in protecting our offices and our confidential information against unauthorized access.
- **Sending marketing communications:** to send you marketing information, product recommendations and other non-transactional communications (e.g., marketing newsletters, telemarketing calls, SMS, or push notifications) about us and our affiliates and partners, including information about our products, promotions or events as necessary for our legitimate interest in conducting direct marketing or to the extent you have provided your prior consent.

Sharing Your Personal Information

We may disclose your Personal Information with third parties for the purposes of operating our business, delivering, improving, and customizing our Services, sending marketing and other communications related to our business, and for other legitimate purposes permitted by applicable law or otherwise with your consent. We may share your Personal Information with the following categories of third-parties:

- With your school and (if you are student) with your instructors, if you are affiliated with an educational institution. For example, we provide our institutional clients with reports about how their instructors and students use our products, including information that compares instructors and students within a school. If you are a student, your instructors will have access to all of the information generated by your use of the products for a class. We may also provide Personal Information to your school, as needed, to investigate possible academic fraud or cheating. Your school uses your Personal Information in accordance with its own privacy policies.
- With our affiliates, which may use your Personal Information for the purposes listed above.
- With our service providers, who are bound by law or contract to protect your Personal Information and only use your Personal Information in accordance with our instructions. Examples include but are not limited to processing orders and credit card transactions, assisting with marketing-related efforts, and providing customer support.
- With authorized partners that provide services to you through My Cengage, MindTap and similar platforms but only to the extent that you have authorized the sharing. For example, you may request that Cengage share information about the courses you've taken with partners to enable the partner to provide you with resume creation, skills assessment or other services. Additionally, we may share certain transactional information with our partners as needed to validate referrals and operate the platforms.
- With Cengage business partners or vendors, so that they may share information with you about their products or services. To opt-out of Cengage sharing with third parties for their marketing purpose, you may contact us by using one of the methods listed in the How To Contact Us section.
- In connection with, or during negotiations of, any merger, sale of company assets, consolidation or restructuring, financing, or acquisition of all or a portion of our business by or to another company.
- In response to a request for information by a competent authority if we believe disclosure is in accordance with, or is otherwise required by, any applicable law, regulation or legal process.
- With law enforcement officials, government authorities, or other third parties as necessary to comply with legal process or meet national security requirements; protect the rights, property, or safety of Cengage, its business partners, you, or others; or as otherwise required by applicable law.
- In aggregated, anonymized, and/or de-identified form which cannot reasonably be used to identify you.
- If we otherwise notify you and you consent to the sharing.

Sale of Personal Information

Cengage does not sell Personal Information to third parties for a business or commercial purpose.

Cookies and Other Data Collection Technologies

When you visit our website or use our mobile applications, we collect information by automated means, using technologies such as cookies, pixel tags, browser analysis tools, server logs and web beacons. Please refer to our Cookies Notice for more information on our use of cookies and other data collection technologies, how you can manage cookies and how we respond to Do Not Track signals.

Social Media Interactions and Interest-based Ads

Our websites may enable you to interact with us and others via social media platforms, such as Facebook, Twitter, Pinterest and Instagram. While we respect each social media platform's privacy policies, we may collect Personal Information about you and your friends if you choose to use these tools. For example, we may allow you to sign into Cengage websites and applications using Facebook Connect. If you choose to do this, we may collect information necessary to facilitate social interactions such as friend lists, birthday, check-ins, basic profile information and your profile picture but only if the privacy settings you and your friends set within Facebook allow it. We will use the information to facilitate an interactive social experience.

We may display interest-based ads to you when you are using platforms such as Facebook and Google. These platforms allow us to personalize the ads that we display to you. We do not share any of your Personal Information with these platforms, although we may convert your email address into a unique number which can be matched by the platform with its user to allow delivery of the advertising. Although we do not provide any Personal Information to these platforms, they may gain insights about individuals who respond to the ads we serve.

Mobile Applications

We offer mobile applications that allow you to access your account, interact with us online and receive other information via your smartphone. When you download our mobile applications, you may choose to allow us to obtain your precise location from your mobile device. We use this information to deliver personalized content to you for our internal analytics purposes. We may also offer automatic (or "push") notifications. We will provide push notifications only to those individuals who opt-in to receive such notifications from us. You do not have to provide location information to us or enable push notifications to use any of our mobile apps. If you have questions about location and notification privacy, please contact your mobile service provider or the manufacturer of your device to learn how to adjust your settings.

Forums and Other Public Areas

Our products may provide forums and other public areas where instructors and students can communicate. Prior to posting in these areas, please read our Terms of Service carefully. All the information you post will be viewable to anyone with access to the area, and any Personal Information you include in your posting may be read, collected, and used by others. For example, if you post your mobile telephone number, you may receive unsolicited calls. Please use caution when posting any Personal Information. Cengage is not responsible for the Personal Information or any other information you choose to submit in these forums. To request removal of your Personal Information from the forums, contact us using the information in the How to Contact Us section

Tell-A-Friend Functions

We may offer “tell-a-friend” functionality on our websites. If you choose to use this function, we will collect contact information for your friend. We will automatically send your friend a one-time email with the information you specified or inviting him or her to visit the site. We use this information for the sole purpose of sending this one-time email and do not retain the information.

Your Choices and Rights

Cengage respects your rights in knowing what Personal Information we have about you and how that information is collected, used and shared. You may request we disclose what Personal Information we have and to access, make corrections to, or delete this Personal Information. You may limit the information you provide to us and also limit the communications that we send to you, such as marketing materials.

We may ask for additional information to verify the request, confirm your identity and for security purposes, before disclosing the Personal Information requested to you. We reserve the right to charge a fee where permitted by law.

You can exercise your rights by using one of the methods in the How to Contact Us section. If you send us a letter, please provide your name, address, email address and information about the communications that you do not want to receive. Subject to legal and other permissible considerations, we will make every reasonable effort to honor your request promptly or inform you if we require further information in order to fulfill your request, such as verification of the request. We may not always be able to fully address your request, for example if it would impact the duty of confidentiality we owe to others, or if we are legally entitled to deal with the request in a different way.

Access, Correction or Deletion of Your Information

If you would like to correct or update your Personal Information, or to request access to or deletion of your Personal Information, you may contact us by one of the methods listed in the How to Contact Us

section – include your name, email address, account identification, and purpose of the request. If you have an online account, you can log into your account at any time to access and update the information you have provided to us. If you request a change to or deletion of your Personal Information, please note that we may still need to retain certain information for recordkeeping purposes, and/or to complete any transaction that you began prior to requesting such change or deletion (e.g., when you make a purchase, you may not be able to change or delete the Personal Information provided until after the completion of such purchase). Some of your information may also remain within our systems and other records where necessary for compliance with applicable law.

Cengage complies with all laws regarding access, correction and deletion of Personal Information. At your request and where the law requires us to do so, we will confirm what Personal Information we hold about you. You may also have a legal right to obtain a copy of your Personal Information. You can make such a request by making a written request in one of the ways described in the How to Contact Us section. We may charge a processing fee for this service where permitted by law and we will require verification of the request and evidence of your identity before fulfilling your request.

Advertising and Marketing Choices

We give you many choices regarding our use and disclosure of your Personal Information for advertising and marketing purposes. To opt-out of emails, simply click the link labeled “unsubscribe” at the bottom of any email we send you. To revoke permissions that you may have given to send text messages, text STOP in response to any message. You can ALSO opt-out by contacting our Customer Service department by email at: cengagebrain.support@cengage.com or phone at +1 800.354.9706 (M -F, 8:00 am -6:00 pm ET).

Please note that even if you opt-out of commercial emails, we may still need to contact you with important information about your account. For example, even if you opt-out of marketing emails, we may still send you activity or billing confirmations.

Finally, you have a right not to receive discriminatory treatment for the exercise of your privacy rights.

For California Consumers, you have a right to designate an authorized agent to make a request on your behalf.

Retention of Data

We will retain your Personal Information for as long as is reasonably needed to accomplish the purpose for which it was collected, as explained in this Privacy Notice, and in accordance with our retention policies. In some circumstances we may store your Personal Information for longer periods of time, for instance where we are required to do so in accordance with legal, regulatory, tax, or accounting requirements. In specific circumstances we may store your Personal Information for longer periods of time so that we have an accurate record of your dealings with us to resolve disputes or enforce agreements.

International Transfers

Your Personal Information may be transferred to, stored at or processed in the United States and other countries which may not have equivalent privacy or data protection laws. However, regardless of where your Personal Information is transferred, we will protect it in accordance with this Privacy Notice.

Information Security

We intend to protect the Personal Information entrusted to us and treat it securely in accordance with this Privacy Notice. Cengage implements reasonable technical, physical and administrative safeguards designed to protect your Personal Information from unauthorized access, use, or disclosure. We also contractually require that our suppliers protect such information from unauthorized access, use, and disclosure. The Internet, however, cannot be guaranteed to be 100% secure, and we cannot ensure or warrant the security of any Personal Information you provide to us.

Privacy Policies of Third Parties

This Privacy Notice only addresses the use and disclosure of information by Cengage and its affiliates and does not apply to your use of a third-party site. Other websites that may be accessible through this website have their own privacy policies and data collection, use and disclosure practices. We encourage you to familiarize yourself with the privacy statements provided by all third parties prior to providing them with information or taking advantage of an offer or promotion.

Job Applicants

If you have applied for employment with Cengage, the Personal Information submitted with your job application, such as resumes, identification documents, academic records, work history, employment and references, will be used only for recruitment and other customary human resources purposes. Please visit our Applicant Privacy Notice for more information.

Changes to this Privacy Notice

From time to time, we may update this Privacy Notice to reflect new legal requirements or changes to the way we operate our business. We will place a notice online if we make significant changes to this the Privacy Notice. Additionally, if the changes will significantly affect the way we use or disclose previously collected Personal Information, we will notify you about the change by sending a notice to the primary email address associated with your account.

How to Contact Us

Please contact us if you have any questions or comments about our privacy practices, this Privacy Notice, or if you wish to exercise your rights. We will investigate and attempt to resolve complaints and disputes and will make every reasonable effort to honor your wish to exercise your rights as quickly as possible, and in any event, within the timescales provided by data protection laws.

Email: privacy@cengage.com

Mail: Cengage Learning, Inc.
Privacy Office
200 PIER 4 Blvd., Suite 400
Boston MA 02210

Other Notices

Cookies Notice
Applicant Privacy Notice



CENGAGE COOKIES AND OTHER DATA COLLECTION TECHNOLOGIES NOTICE

Like many websites, Cengage uses automated data collection tools, such as cookies, pixel tags, browser analysis tools, server logs and web beacons.

In many cases, the information we collect using cookies and other tools is only used in a non-identifiable way, without any reference to your Personal Information. For example, we use information we collect about all website users to optimize our websites and to understand website traffic patterns.

In some cases, we do associate the information collected using cookies and other technology with your Personal Information. This Privacy Notice governs how we use that information when we associate it with your Personal Information.

Cookies

When you visit our website, we place cookies on your computer. Cookies are small text files that websites send to your computer or other Internet-connected device to uniquely identify your browser or to store information or settings in your browser. Cookies allow us to recognize you when you return to our website. They also help us provide you with a customized experience and enable us to detect certain kinds of fraud. In many cases, you can manage cookie preferences and opt-out of having cookies and other data collection technologies used by adjusting the settings on your browser. All browsers are different, so visit the "help" section of your browser to learn about cookie preferences and other privacy settings that may be available.

Flash Cookies

We may also use Flash Cookies (also known as Local Stored Objects) and similar technologies to personalize and enhance your online experience. A Flash cookie is a small data file placed on a computer using Adobe Flash technology. The Adobe Flash Player is an application that allows rapid development of dynamic content, such as video clips and animation.

We use Flash cookies to personalize and enhance your online experience and to deliver content for Flash players. We may also use Flash cookies for security purposes, to gather website metrics and to help remember settings and preferences. Flash cookies are managed through a different interface than the one provided by your web browser. To manage Flash cookies, please visit Adobe's website at http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager.html. If you disable Flash cookies or other similar technologies, please be aware that you may not have access to certain content and product features.

Pixel Tags and Web Beacons

Pixel tags and web beacons are tiny graphic images placed on website pages or in our emails that allow us to determine whether you have performed a specific action. When you access these pages or open or click an email, the pixel tags and web beacons generate a notice of that action. These tools allow us to measure user response to our communications and improve our web pages and promotions.

Server Logs and Other Technologies

We collect many different types of information from server logs and other technologies. For example, we may collect information the device you use to access our website, your operating system type, browser type, domain and other system settings, as well as the language your system uses and the country and time zone where your device is located. Our server logs also record the IP address of the device you use to connect to the Internet. An IP address is a unique identifier that devices use to identify and communicate with each other on the Internet. We may also collect information about the website you were visiting before you came to Cengage Learning and the website you visit after you leave our site.

Third Party Advertising Companies and Browser Tracking Information

We have relationships with third party advertising companies to place advertisements on this website and other websites, and to perform tracking and reporting functions for this website and other websites. These third-party advertising companies may place cookies on your computer when you visit our website or other websites so that they can display targeted advertisements to you.

These third-party advertising companies do not collect Personal Information in this process, and we do not give any Personal Information to them as part of this process. However, this Privacy Notice does not cover the collection methods or use of the information collected by these companies. For more information about third party advertising, please visit the Network Advertising Initiative (NAI)

at www.networkadvertising.org. To opt out of being targeted by many third party advertising companies by visiting www.networkadvertising.org/consumer/opt_out.aspx or <http://preferences.truste.com/truste/>.

Additional information from the third-party advertising companies that we work with:

- **Omniture:** If you would like more information on how to remove yourself from the tracking and reporting functions performed for this website by Omniture, please visit the Omniture Opt-Out Page at <http://www.omniture.com/en/privacy/207> and follow the relevant instructions.
- **Google Analytics:** For information on how Google Analytics uses data please visit "How Google uses data when you use our partners' sites or apps", located at www.google.com/policies/privacy/partners/.
- **LiveRamp:** For information on how LiveRamp uses data and to exercise your choices, please visit https://liveramp.com/opt_out/. Although our websites currently do not have a mechanism to recognize the various web browser Do Not Track signals, we do offer our customers choices to manage their cookie preferences as described in the previous section. To learn more about browser tracking signals and Do Not Track please visit <http://www.allaboutdnt.org/>.

EXHIBIT 2



CENGAGE GALE PRODUCT AND SERVICES AGREEMENT

Name and Address of Licensee:

Fort Bend County Libraries
1003 Golfview Dr,
Richmond, Texas 77469

In consideration of the Fees payable below, and subject to and in accordance with the attached Terms and Conditions, for the duration of the Term, CL shall provide the Gale Products and Services described in this Agreement to Customer:

GVRL hosting fee \$1200
Subscription period: 12/31/20-12/30/21

Gale Biography In Context: Digital Archive Hosting fee: \$6,679.08
Subscription Period: 11/1/20 -- 10/31/2021

Total: \$7,879.08

Billing Cycle: Customer shall remit payment within thirty (30) days of receipt of CL's invoice.
All payments shall be made in United States' Dollars

This Agreement and the attached Terms and Conditions ("T&C's") (collectively referred to as the "Agreement") is made on the date of signature below, and is by and between Cengage Learning, Inc. (CL collectively with its affiliates, subsidiaries, assigns, partners and designees, "CL") and Customer. Customer acknowledges and agrees that Authorized Users must accept (or Customer must accept on behalf of the Authorized User) the Gale Terms of Use found (https://www.cengage.com/legal/terms-gale) ("Terms of Use") prior to gaining access to the Products and Services.

Table with 2 columns: CUSTOMER and CENGAGE LEARNING, INC. containing signature and date fields.

CENGAGE LEARNING, INC.
GALE PRODUCT AND SERVICES AGREEMENT
TERMS & CONDITIONS

- 1. Product and Services.** Subject to the timely receipt of payment and conformance to the T&Cs herein and the Gale Terms of Use, CL shall deliver the Product and Services, as detailed in the Agreement Invoice (which shall be attached hereto and incorporated herein by reference). CL shall make the Product and Services available for use by Customers' Authorized Users. An "Authorized User" means only (i) for public libraries: library staff, individual residents of the library's reasonably defined geographic service area, and walk-in patrons accessing the Services on site; (ii) for schools and academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons accessing the Services on site; (iii) for other types of organizations and subscribers: employees, and independent contractors, in the capacity of their employment or engagement with the organization. Authorized Users excludes corporate affiliates of the subscriber institution, academic bookstores, and alumni unless those users are expressly included in the invoice.
- 2. Terms of Service.** Subject to the payment of the Fees in the Invoice, Customer may authorize its Authorized Users to access and use the applicable Product for their individual, personal, non-commercial, educational, academic, and instructional use, only. Authorized Users includes Identified Individuals authorized to use the Product. Customer shall ensure that the Authorized Users and any other person that uses the Product through the use of Customer's access to the Product shall comply with the Terms of Use. Customer shall take all reasonable precautions necessary to safeguard against unauthorized access and use of the Product. Individual Authorized User utilization of the Product shall be subject to CL's Gale Terms of Use and Privacy Policy then in effect. For Customers with intended users under the age of eighteen (18), Customer shall be responsible for securing acceptance to the Terms of Use by a parent or guardian. CL may with, or without notice, add features to the Product, or change or remove features of the Product, at any time. CL will use reasonable commercial efforts to ensure that the Product is available on a monthly basis not less than 98.0% of the time, exclusive of scheduled outages, maintenance, and downtime that is outside of CL's reasonable control. As Customer's sole remedy for CL's failure to meet the monthly uptime requirement, at Customer's request, CL may provide a refund of the Fee pro-rated for the month where service was interrupted, in CL's sole discretion. CL may suspend Customer's and/or any Authorized User's access to the Product without liability if: (i) CL reasonably believes that the Product is being used in violation of this Agreement; (ii) Customer fails to cooperate with CL's reasonable investigation of a suspected violation of this Agreement; (iii) there is an attack on the Product or it is accessed or manipulated by a third party in violation of this Agreement; (iv) CL is required by law, or a regulatory or government body to suspend access to the Product; or (v) there is another event for which CL reasonably believes that the suspension of access to the Product is necessary to protect the Product or CL's other customers from imminent and significant operational, legal, or security risk. CL will give Customer advance notice of a suspension under this Section of at least thirty-six (36) hours unless CL determines in its reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect the Product or CL's other customers from imminent and significant operational, legal, or security risk. CL will not suspend access to the Product if the grounds on which the suspension are based are cured during the forgoing notice period.
- 3. Intellectual Property.** CL has the proprietary rights in and to the Product and Services and CL owns all, right, title, and interest thereto, including all intellectual property rights associated therewith, throughout the world. Customer shall not, by virtue of this Agreement or by virtue of its access to the Product obtain any proprietary rights in or to the Product or Services. Customer shall not use or transmit the Product or Services in any manner except as specifically authorized herein.
- 4. Warranties & Indemnities.** Customer represents and warrants that: (i) Customer has full power and authority to enter into this Agreement and to grant the rights granted hereunder; and (ii) Customer shall not use the Product or Services in any manner except as expressly authorized in this Agreement. To the extent allowable by law, Customer shall defend, indemnify, and hold CL and its distributors and service providers, and their respective officers, directors, employees and agents harmless against all claims, demands, suits, losses, costs, damages, and expenses (including attorneys' fees and costs) that CL may sustain or incur by reason of any breach or alleged breach of the aforesaid warranties of Customer or any of Customer's other obligations under this Agreement.
- 5. Term and Termination.** This Agreement shall commence as of the date specified in the Agreement and shall continue in full force and effect for the duration of the Term and shall automatically renew for additional Renewal Terms upon issuance of an invoice by CL. Customer may terminate this Agreement and notify CL of non-renewal with at least 90 days' written notice prior to the expiration of the then current Term or Renewal Term.
- 6. Payments and Fees.** In consideration of the Product and Services provided by CL to Customer, Customer agrees to pay the Fee provided on the Invoice, plus any applicable shipping and handling fees, service fees, and applicable taxes. Customer shall remit payment within thirty (30) days of receipt of the Invoice. Purchases are nonrefundable and cannot be exchanged. If Customer fails to make payment, CL may, without prejudice to its other rights and remedies (1) charge interest on any unpaid amounts on a daily basis from the original due date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law (2) suspend or terminate Customer's (and Customer's Authorized Users') use and/or access to the Product or both (1) and (2). Customer shall reimburse CL for all reasonable expenses CL incurs in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable attorneys' fees, and court costs. CL may charge a fee for reinstatement of suspended or terminated service.
- 7. Limited Liability.** Neither CL nor its suppliers, nor their respective directors, employees, officers, or representatives will be liable for any damages of any kind arising from the use of or inability to use the Product and Services, including but not limited to, any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, or any lost profits, lost data, or loss of revenue. Without limited the foregoing, CL's total liability will at all times be limited to the Fees paid by Customer for use of the Product and Services at issue during the immediately preceding twelve (12) month period.
- 8. Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, and legal representatives and permitted successors and assigns, provided that the Customer may not assign this Agreement.
- 9. Confidentiality.** The Customer shall not use itself or reveal to any person or business, confidential or proprietary information or material gained as a result of performing its obligations herein, including without limitation, the terms and conditions of this Agreement, except as may be required by any court of competent jurisdiction, governmental agency, law or regulation (in such event, the Customer shall notify CL before disclosing this Agreement). Notwithstanding the foregoing, the terms and conditions of this Agreement may be revealed by Customer as part of the normal reporting or review procedure to the Customer's accountants, auditors and legal counsel, provided such accountants, auditors, and legal counsel agree to keep such information confidential.
- 10. Miscellaneous.** This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement, and supersedes all other oral or written proposals, negotiations and other communications relating thereto. In the event of a conflict between the Agreement and any Invoice, the T&Cs, or other attachment hereto, the terms and conditions of the Agreement shall prevail. No amendment of this Agreement will be effective unless it is in writing and signed by both parties. No waiver of satisfaction of a condition or noncompliance with an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or noncompliance with any other obligation. Any terms of this Agreement that contemplate compliance or otherwise by their nature should extend after the termination of this Agreement will remain in effect until fulfilled. Except for Customer's payment obligations, neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party, including but not limited to, acts of God, acts of terrorism, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes and other natural disasters. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. This Agreement will be considered signed when the signature of a party is delivered by scanned image (e.g. as a "portable document format" or "PDF" file) as an attachment to electronic mail (email), and any such scanned signature is to be treated in all respects as having the same effect as an original signature, except that either party may require the exchange of original signatures.

RQ111 Date 11/12/2020
Time 3:32:33PM

FORT BEND COUNTY, TEXAS

Exhibit 2

Requisitions

Requisitor 192431 Buyer 26 For 6501L Library-Sugar Land Branch Delivery Date

Approval Value 25000.00

Requester 1000059 Anand, Latha

Vendor 10122 GALE

Deliver To

| LINE | Item/Venor Item | QTY Ordered | UOM | UNIT COST | Issue Account Activity/Acct Category |
|------|---|-------------|-----|-----------|--------------------------------------|
| 1 | JUVENILE E-BOOKS Open Purchase Order for Juveni Open Purchase Order for Juvenile e-books from Gale-Something about the Author and C | 13000.00 | EA | \$1.00 | 100650100 63600 |
| 2 | LARGE PRINT THORNDIKE Open Purchase Order for Large Open Purchase Order for Large Print Thorndike Books | 12000.00 | EA | \$1.00 | 100650100 63600 |



Thorndike Press Subscription Profile

The World's Leading Publisher of Large Print Books

A high-demand and high-circulating Large Print collection is just a subscription away! For nearly forty years the editors at Thorndike Press have helped libraries create dynamic Large Print collections using the same curation and collection development criteria that librarians use. Our editors curate using trusted resources such as: *Library Journal*, *Booklist*, *Publishers Weekly*, *Kirkus Reviews*, and the *New York Times* Book Review, Galley Chat, Goodreads, LibraryReads and Indie Next picks, to name a few.

Our goal is to find you quality titles and something for every reader. Large Print readers want to read what everyone else is reading, and we publish the most *New York Times* bestsellers available in Large Print as close as possible to the regular print publication date. Below each standing order is an example of the titles releasing July - September of 2020.

BASIC

The #1 Large Print Subscription in libraries today! This plan offers your Large Print readers access to the most popular blockbuster bestsellers, award winners, and up-and-coming authors. Most are Simultaneous Publications.

BASIC 8 (T28)

96 titles a year, monthly shipments, for about \$2,496/year.

BASIC 7 (T93)

84 titles a year, monthly shipments, for about \$2,217/year.

BASIC 6 (T55)

72 titles a year, monthly shipments, for about \$1,938/year.

BASIC 5 (T159)

60 titles a year, monthly shipments, for about \$1,650/year.

BASIC 4 (T136)

48 titles a year, monthly shipments, for about \$1,344/year.

- The biggest A-list bestsellers in top tier
- All high-demand, high-hold titles
- Mix of popular fiction genres
- Occasional bestselling narrative nonfiction
- Higher tiers offer must-have buzz books and up-and-coming authors
- Perfect for any size library

| | |
|---------------------|--------------------|
| The Darkest Evening | Cleeves, Ann |
| Deadlock | Coulter, Catherine |
| His & Hers | Feeney, Alice |
| The Friendship List | Mallery, Susan |
| Afterlife | Alvarez, Julia |

| | |
|-------------------------|----------------|
| A Question of Betrayal | Perry, Anne |
| The Black Swan of Paris | Robards, Karen |
| Little Disasters | Vaughn, Sarah |
| Choppy Water | Woods, Stuart |
| Hieroglyphics | McCorkle, Jill |

CORE

Aimed at pleasing a wide readership, this plan includes many *New York Times* bestsellers, award-winning titles, and works by highly acclaimed authors. Many are Simultaneous Publications.

CORE 8 (T10)

96 titles a year, monthly shipment for about \$2,496/year.

CORE 7 (T18)

84 titles a year, monthly shipments, for about \$2,217/year.

CORE 6 (T80)

72 titles a year, monthly shipments, for about \$1,938/year.

CORE 5 (T160)

60 titles a year, monthly shipments, for about \$1,650/year.

CORE 4 (T137)

48 titles a year, monthly shipments for about \$1,344/year.

- A-list and popular bestsellers
- High-demand, high-hold titles
- Mix of popular fiction genres
- Occasional bestselling narrative nonfiction
- Higher tiers offer must-have buzz books and up-and-coming authors
- Perfect for any size library
- Great complement to the Basic and Wheeler Hardcover Plans

| | | | |
|-------------------------|-------------------|------------------------------------|--------------------------------|
| Anxious People | Backman, Fredrik | How Lulu Lost Her Mind | Gibson, Rachel |
| Someone to Romance | Balogh, Mary | Bear Necessity | Gould-Bourn, James |
| All the Devils Are Here | Penny, Louise | Deadly Touch | Graham, Heather |
| What You Wish For | Center, Katherine | Robert B. Parker's Fool's Paradise | Lupica, Mike |
| Near Dark | Thor, Brad | Killing Crazy Horse | O'Reilly & Martin Dugard, Bill |

WHEELER HARDCOVER

One of our most popular plans for Large Print readers seeking favorite *New York Times* bestsellers and top-circulating genre authors. Many of them are Simultaneous Publications.

WHEELER HARDCOVER 5 (W20)

60 titles a year, monthly shipments, for about \$1,623/year.

WHEELER HARDCOVER 4 (W19)

48 titles a year, monthly shipments, for about \$1,335/year.

WHEELER HARDCOVER 3 (W18)

36 titles a year, monthly shipments, for about \$1,020/year.

- Bestsellers by popular Large Print authors
- High-demand, high-hold titles
- Mix of popular fiction genres
- Occasional bestselling narrative nonfiction
- Higher tiers offer must-have buzz books and up-and-coming authors
- Perfect for any library
- Great complement to the Basic and Core Plans

| | |
|---------------------------|------------------|
| A Private Cathedral | Burke, James Lee |
| Whirlwind | Dailey, Janet |
| Yes, I Do | Dailey, Janet |
| Truth and Justice | Michaels, Fern |
| The Girl from Widow Hills | Miranda, Megan |

| | |
|----------------------------|---------------------|
| The Shadows | North, Alex |
| The Dilemma | Paris, B. A. |
| Shadows in Death | Robb, J. D. |
| The Nemesis Manifesto | Van Lustbader, Eric |
| Mother Daughter Widow Wife | Wasserman, Robin |

DISTRIBUTION

As a special service to our customers, we distribute Large Print titles from other publishers through our catalog. This offers the convenience of ordering from one source.
(Distribution plans include both hardcovers and softcovers.)

DISTRIBUTION DELUXE (T17)

All Distribution titles available, shipped every month, for about \$3,081/year.

DISTRIBUTION 7 (T57)

84 titles a year, monthly shipments, for about \$1,806/year.

DISTRIBUTION 6 (T156)

72 titles a year, monthly shipments, for about \$1,585/year.

DISTRIBUTION 5 (T65)

60 titles a year, monthly shipments, for about \$1,319/year.

DISTRIBUTION 4 (T155)

48 titles a year, monthly shipments, for about \$1,060/year.

DISTRIBUTION 3 (T07)

36 titles a year, monthly shipments, for about \$807/year.

- Many A-list bestsellers
- High-demand, high-hold titles
- Mix of popular fiction genres
- Occasional narrative nonfiction
- Perfect for any size library
- Great complement to the Basic, Core and Wheeler Hardcover Plans

| | | | |
|-----------------------------|--------------------------------------|---------------------------------|---|
| Thick as Thieves | Brown, Sandra | The Killings at Kingfisher Hill | Hannah, Sophie |
| Chaos | Johansen, Iris | The Kingdom | Nesbo, Jo |
| Cajun Justice | Patterson, Tucker Axum III, James | Love and Other Crimes | Paretsky, Sara |
| The Revelators | Atkins, Ace | Missing and Endangered | Jance, J. A. |
| Murder Thy Neighbor | Patterson, James | The Midwife Murders | Patterson, James and Richard DiLallo |
| The Lost and Found Bookshop | Wiggs, Susan | Her Last Flight | Williams, Beatriz |

MYSTERY

The mystery genre remains a perennial favorite and often the most popular genre in a library. Titles in this plan are meant for a range of mystery readers who read a mix of all the mystery subgenres: classic whodunits, hard-boiled investigators, cozies, police procedurals, true crime, and adventure/suspense.

This plan includes many of the highly acclaimed and unique mystery titles that enter the market.

MYSTERY 6 (T13)

72 titles a year, monthly shipments, for about \$1,745/year.

MYSTERY 5 (T100)

60 titles a year, monthly shipments, for about \$1,467/year.

MYSTERY 4 (T166)

48 titles a year, monthly shipments, for about \$1,188/year.

MYSTERY 3 (T31)

36 titles a year, monthly shipments, for about \$909/year.

MYSTERY 2 (T101)

24 titles a year, monthly shipments, for about \$621/year.

- Many bestsellers and popular mystery authors
- A mix of high-demand, high-hold titles and strong and mid-list titles
- Selection of titles from mystery subgenres
- Perfect for any library
- A must-have for any Large Print collection

| | |
|-------------------------------|--------------------|
| Trace of Evil | Blanchard, Alice |
| Murder Lo Mein | Chien, Vivien |
| Bitter Alpine | Daheim, Mary |
| When Old Midnight Comes Along | Estleman, Loren D. |
| Hi Five | Ide, Joe |

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|-----------------------------|---|
| A Bad Day for Sunshine | Jones, Darynda |
| Thistles and Thieves | MacRae, Molly |
| Deadly Anniversaries | Muller and Bill Pronzini, Marcia, edited by |
| Come Homicide or High Water | Swanson, Denise |
| The Fire Court | Taylor, Andrew |

WHEELER COZY MYSTERY

Shorter books that are a quick read and lighthearted in tone involving amateur sleuths solving the crimes. They contain loveable characters and amusing dialogue without any graphic sex, violence, or profanity.

WHEELER COZY MYSTERY 4 (W15)

48 softcover titles a year, monthly shipments, for about \$972/year.

WHEELER COZY MYSTERY 3 (W17)

36 softcover titles a year, monthly shipments, for about \$729/year

- Many well-known cozy authors
- A mix of strong and mid-list titles
- Popular with a range of readers

| | |
|---------------------------|--------------------------|
| And Then They Were Doomed | Buzzelli, Elizabeth Kane |
| Fatal Roots | Connolly, Sheila |

| | |
|---------------------|----------------|
| Verse and Vengeance | Flower, Amanda |
| Read and Buried | Gates, Eva |

ROMANCE

Romance at its best. With titles from every popular subgenre of romance, in styles from chaste to explicit, this subscription offers selections for every romance reader. A mix of top-selling contemporary authors.

ROMANCE 4 (W02)

48 titles a year, monthly shipments, for about \$1,170/year.

ROMANCE 3 (W21)

36 titles a year, monthly shipments, for about \$882/year.

ROMANCE 2 (W23)

24 titles a year, monthly shipments, for about \$594/year.

- Many bestsellers and popular romance authors
- A mix of high-demand, high-hold titles, strong and mid-list titles
- Selection of titles from most romance subgenres
- Perfect for any library
- A must-have for any Large Print collection

| | |
|-----------------------|-------------------|
| This Earl of Mine | Bateman, Kate |
| Scot Under the Covers | Enoch, Suzanne |
| Shadow Flight | Feehan, Christine |

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|-----------------------------------|---------------|
| Anyone But A Duke | Krahn, Betina |
| An Heiress to Remember | Rodale, Maya |
| Breakfast at the Honey Creek Café | Thomas, Jodi |

AFRICAN-AMERICAN

Captures the best works by bestselling, award winning and popular contemporary African-American writers. Includes *New York Times* bestsellers as well as other well-reviewed titles. Collection focuses on titles about relationships and experiences of African-Americans through the ages, told in a mixture of genres.

AFRICAN AMERICAN 3 (T96)

36 titles a year, monthly shipments, for about \$864/year.

AFRICAN AMERICAN 2 (T135)

24 titles a year, monthly shipments, for about \$585/year.

- A mix of bestsellers and high-demand, high-hold titles, strong and mid-list titles
- Selection of titles from a range of subgenres
- Popular with a range of readers

| | |
|--|---------------------|
| The Essence of Perfection | Brooks, Nita |
| Owner of a Broken Heart | Hodges, Cheri |
| Hitting a Straight Lick with a Crooked Stick | Hurston, Zora Neale |

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|-------------------|------------------|
| Snapshot | King, Camryn |
| Saving Her Shadow | Lovely, Lutishia |
| Across the Way | Monroe, Mary |

BIOGRAPHIES AND MEMOIRS

An outstanding mix of bestselling and well-reviewed biographies and memoirs — including historical biographies, celebrity biographies and memoirs, and inspiring narrative memoirs relating fascinating and compelling experiences of intriguing people.

BIOGRAPHY 2 (T79)

24 titles a year, monthly shipments, for about \$612/year.

- Many bestsellers
- A mix of high-demand, high-hold titles, strong and mid-list titles
- Popular with a range of readers
- Perfect for any size library

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|-----------------|------------------|------------------|----------------|
| Hill Women | Chambers, Cassie | Washington's End | Horn, Jonathan |
| Lady in Waiting | Glenconner, Anne | Uncanny Valley | Wiener, Anna |

NONFICTION

Features bestselling and popular nonfiction titles that are highly engaging and have a broad appeal to many readers. Titles included in this plan cover a wide spectrum of nonfiction subgenres — including: armchair travel, popular science, pets and animals, popular culture, humor, history, current events, biographies and memoirs, and other standouts in narrative nonfiction.

NONFICTION 3 (T11)

36 titles a year, monthly shipments, for about \$900/year.

NONFICTION 2 (T74)

24 titles a year, monthly shipments, for about \$612/year.

- Many A-list bestsellers
- High-demand, high-hold titles
- Popular with a range of readers
- Perfect for any library

| | | | |
|---------------------|---------------------|------------------------|-------------------------------|
| The Great Pretender | Cahalan, Susannah | The Lincoln Conspiracy | Meltzer and Josh Mensch, Brad |
| Suffrage | DuBois, Ellen Carol | When Time Stopped | Neumann, Ariana |

CHRISTIAN FICTION

Christian Fiction is a very popular genre with a range of readers. These titles are engaging, well written, as well as being wholesome fiction with Christian themes and messages that appeals to all ages. Many of the top Christian bestselling authors are found in this list as well as a mix of subgenres.

CHRISTIAN FICTION 4 (T50)

48 titles a year, monthly shipments, for about \$1,173/year.

CHRISTIAN FICTION 3 (T06)

36 titles a year, monthly shipments, for about \$894/year

CHRISTIAN FICTION 2 (T60)

24 titles a year, monthly shipments, for about \$606/year.

- Many Christian Bookseller Association bestsellers
- A mix of high-demand, high-hold titles, strong and mid-list titles
- Popular with a range of readers

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|---------------------|-----------------------|-----------------------|-----------------------------------|
| On a Coastal Breeze | Fisher, Suzanne Woods | Unveiling the Past | Sawyer, Kim Vogel |
| The Trustworthy One | Gray, Shelley Shepard | The Englisch Daughter | Woodsmall & Erin Woodsmall, Cindy |

CHRISTIAN ROMANCE

A mix of engaging clean romances that are appropriate for all ages. These are well-written, compelling and entertaining romances with a Christian message that will delight readers.

CHRISTIAN ROMANCE 3 (T83)

36 titles a year, monthly shipments, for about \$828/year.

CHRISTIAN ROMANCE 2 (T94)

24 titles a year, monthly shipments, for about \$558/year.

- Many Christian Bookseller Association bestsellers
- A mix of high-demand, high-hold titles, strong and mid-list titles
- Popular with a range of readers

| | | | |
|-------------------|---------------|---------------------|--------------|
| Out of the Embers | Cabot, Amanda | A Long Bridge Home | Irvin, Kelly |
| The Farm Stand | Clipston, Amy | A Family for Gracie | Lillard, Amy |

EDITORS CHOICE

An economical, convenient way to automatically receive the hottest new titles in large print. Our editors search our top bestselling plans to find the new titles most likely to show up on your reserve list. Most titles are simultaneous publications.

- EDITORS CHOICE 8 (T126)
96 titles a year, monthly shipments, for about \$2,906/year.
- EDITORS CHOICE 7 (T125)
84 titles a year, monthly shipments, for about \$2,551/year.
- EDITORS CHOICE 6 (T124)
72 titles a year, monthly shipments, for about \$2,196/year.
- EDITORS CHOICE 5 (T42)
60 titles a year, monthly shipments, for about \$1,830/year.
- EDITORS CHOICE 4 (T40)
48 titles a year, monthly shipments, for about \$1,503/year.
- EDITORS CHOICE 3 (T118)
36 titles a year, monthly shipments, for about \$1,129/year.
- EDITORS CHOICE 2 (T39)
24 titles a year, monthly shipments, for about \$800/year.
- EDITORS CHOICE 1 (T38)
12 titles a year, monthly shipments, for about \$402/year.

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|------------------------------------|--------------------|
| Anxious People | Backman, Fredrik |
| A Private Cathedral | Burke, James Lee |
| Deadlock | Coulter, Catherine |
| Robert B. Parker's Fool's Paradise | Lupica, Mike |
| The Friendship List | Mallery, Susan |
| Truth and Justice | Michaels, Fern |

| | |
|-------------------------|-----------------------------------|
| Killing Crazy Horse | O'Reilly & Martin Dugard, Bill |
| All the Devils Are Here | Penny, Louise |
| A Question of Betrayal | Perry, Anne |
| Shadows in Death | Robb, J. D. |
| Near Dark | Thor, Brad |
| Choppy Water | Woods, Stuart |

GENRE VALUE PLAN

Selected from our Mystery, Romance, and Western standing orders, one title from each genre per month.

GENRE VALUE PLAN 3 (T24)

36 hardcover titles a year, monthly shipments, for about \$950/year.

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|--|
| Deadly Anniversaries edited by Marcia Muller and Bill Pronzini |
| A Bad Day for Sunshine by Darynda Jones |

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|---|
| The First Mountain Man: Preacher's Frenzy by William W. Johnstone, with J. A. Johnstone |
| Shadow Flight by Christine Feehan |

- 24 hardcover titles a year, monthly shipments, for about \$648/year.
- Books of interest for a broad range of reader
- Inclusive viewpoints, needs and abilities
- Broaden horizons and empathy

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| Shadow Flight | Feehan, Christine |
| The Backstabbers | Johnstone and J. A. Johnstone, William W. |
| Shot to Hell | Johnstone with J. A. Johnstone, William W. |

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|-----------------------------------|---|
| A Bad Day for Sunshine | Jones, Darynda |
| Deadly Anniversaries | Muller and Bill Pronzini, Marcia, edited by |
| Breakfast at the Honey Creek Café | Thomas, Jodi |

PAPERBACK BESTSELLERS

The top *New York Times* bestsellers in a softcover format, released with the original publisher's softcover formats.

PAPERBACK BESTSELLERS 4 (T41)

48 softcover titles a year, monthly shipments, for about \$481/year.

PAPERBACK BESTSELLERS 3 (T69)

36 softcover titles a year, monthly shipments, for about \$366/year.

PAPERBACK BESTSELLERS 2 (T119)

24 softcover titles a year, monthly shipments, for about \$251/year.

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| Nothing Ventured | Archer, Jeffrey |
| Quantum | Cornwell, Patricia |
| Labyrinth | Coulter, Catherine |

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|-------------------|---------------|
| A Better Man | Penny, Louise |
| Golden in Death | Robb, J. D. |
| Of Blood and Bone | Roberts, Nora |

PUBLISHER'S SHOWCASE

Two bestsellers per month — typically “buzz” books or hot bestsellers.

PUBLISHER'S SHOWCASE 2 (T151)

24 hardcover titles a year, monthly shipments, for about \$648/year.

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|------------------|---------------|
| His & Hers | Feeney, Alice |
| Home Before Dark | Sager, Riley |
| Little Disasters | Vaughn, Sarah |

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| The Comeback | Berman, Ella |
| What You Wish For | Center, Katherine |
| How Lulu Lost Her Mind | Gibson, Rachel |

REST OF THE BEST

Selected from our Basic, Core, and Wheeler Hardcover plans, these are best-selling and buzz book titles.

REST OF THE BEST 3 (T122)

36 titles a year, monthly shipments, for about \$1027/year.

REST OF THE BEST 2 (T121)

24 titles a year, monthly shipments, for about \$691/year.

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| Whirlwind | Dailey, Janet |
| The Lying Life of Adults | Ferrante, Elena |
| The Girl from Widow Hills | Miranda, Megan |

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| The Shadows | North, Alex |
| The Dilemma | Paris, B. A. |
| Then She Vanished | Parker, T. Jefferson |

SIM PUB CLUB

Each year, Thorndike Press will publish 200+ Large Print bestselling titles simultaneously with the publishers' regular print editions. If your library is currently enrolled in at least two of the following Thorndike Press plans: Basic, Core or Wheeler Hardcover, then you qualify to receive multiple copies of all our simultaneous publications automatically. Deluxe includes Christian Fiction simultaneous publications.

SIM PUB CLUB (T89)

140 titles a year for about \$3,996/year.

SIM PUB CLUB DELUXE (T123)

140 titles a year for about \$3,996/year.

| | | | |
|------------------------------------|--------------------|-------------------------|--------------------------------|
| Anxious People | Backman, Fredrik | Truth and Justice | Michaels, Fern |
| Someone to Romance | Balogh, Mary | Killing Crazy Horse | O'Reilly & Martin Dugard, Bill |
| A Private Cathedral | Burke, James Lee | The Dilemma | Paris, B. A. |
| The Darkest Evening | Cleeves, Ann | All the Devils Are Here | Penny, Louise |
| Deadlock | Coulter, Catherine | A Question of Betrayal | Perry, Anne |
| Yes, I Do | Dailey, Janet | The Black Swan of Paris | Robards, Karen |
| Whirlwind | Dailey, Janet | Shadows in Death | Robb, J. D. |
| Robert B. Parker's Fool's Paradise | Lupica, Mike | Near Dark | Thor, Brad |
| The Friendship List | Mallery, Susan | Choppy Water | Woods, Stuart |

WESTERN

Titles featuring the best of the New West and the Old West. A mixture of newly published contemporary and traditional Westerns by the best-known authors in the genre.

WESTERN 4 (T167)

48 titles a year, monthly shipments, for about \$1,047/year.

WESTERN 3 (T168)

36 titles a year, monthly shipments, for about \$795/year.

WESTERN 2 (T169)

24 titles a year, monthly shipments, for about \$537/year.

WESTERN 1 (T170)

12 titles a year, monthly shipments, for about \$273/year.

- The best of the West
- New favorites and classic Western writers

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| The Backstabbers | Johnstone and J. A. Johnstone, William W. | Two Thousand Grueling Miles | Martin, L. J. |
| Shot to Hell | Johnstone with J. A. Johnstone, William W. | Bandera Pass | Washburn, L. J. |

WHEELER WESTERN

Featuring classic Western writers and introducing new and exciting authors for all your Western fans!
Titles are in softcover format.

WHEELER WESTERN 3 (W26)

32 softcover titles a year, monthly shipments, for about \$711/year.

WHEELER WESTERN 2 (W25)

24 softcover titles a year, monthly shipments, for about \$477/year.

WHEELER WESTERN 1 (W24)

12 softcover titles a year, monthly shipments, for about \$243/year.

- The best of the West
- New favorites and classic Western writers

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| The Sharpshooter: Repentance Creek | Cole, Tobias | Luke Jensen, Bounty Hunter: Hired Guns | Johnstone and J. A. Johnstone, William W. |
| Bad Apple | Hill, Lancaster | The Lost are the Last to Die | Sweazy, Larry D. |

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Fort Bend County

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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)