Morningstar Investment Research Center Licensing Agreement Terms and Conditions

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- (g) Licensing Agreement. "Licensing Agreement" means this document, including all of its terms and conditions.

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- (b) Taxes. Licensee is solely responsible for, and will pay to Morningstar, any and all federal, state and local taxes (excluding corporate franchise taxes and taxes based upon Morningstar's net income or revenues) arising or accruing as a result of this Licensing Agreement, unless Licensee submits certification of tax-exempt status for all applicable taxes.

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- (a) Term. Unless earlier terminated as provided herein, this Licensing Agreement will commence on the Effective Date and continue for the Initial Term. The Licensing Agreement will automatically renew for additional Renewal Terms of one (1) year each at Morningstar's then-current rates, unless either party notifies the other of its intent not to renew at least 30 days' prior to the end of the Initial Term or any Renewal Term, as applicable. In the event of a renewal of this Agreement, any fees will be increased no more than five percent (5%) over those of the previous term.
- (b) Termination. Morningstar may terminate this Licensing Agreement: (1) immediately, if Licensee commits a material breach of any provision of this Licensing Agreement related to the ownership, use, copying, distribution of any Morningstar intellectual property or if one or more Patrons misuse their remote access card information as provided in Section 2(d); (2) upon 10 days notice if Licensee fails to make any payment require hereunder; (3) upon 30 days' notice if Licensee commits a material breach of any other term or condition of the Licensing Agreement and fails to cure it within such time; or (4) upon 90 days notice if Morningstar discontinues generally offering the Content to the public. Licensee may terminate this Licensing Agreement immediately if Morningstar fails to cure a material breach within 30 days after Licensee provides written notice of that breach. In the event this Licensing Agreement is terminated or expires by its terms, Licensee shall promptly pay all fees, taxes and other charges then outstanding hereunder. If Morningstar discontinues offering the Content licensed under Section 2(a) to the public, Morningstar, at its discretion, may return any unused portion of prepaid fees or apply such unused portion to other appropriate Morningstar products or services.

7. Trademarks

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8. Miscellaneous

- (a) Survival. The parties' rights and obligations under paragraphs 2, 3 5, 6, 7 and 8 survive the expiration or termination of this Licensing Agreement.
- (b) Assignment/Entire Agreement/Waiver. Licensee may not assign any of its rights or obligations under this Agreement without the prior written consent of Morningstar. This Agreement and the RFP #21-60 ELECTRONIC CONTENT MATERIAL FOR THE LIBRARY sets forth the entire agreement between the parties on the subject matter of the Agreement and supersedes all previous agreements and understandings about that subject matter. Except as set forth herein, this Agreement may be amended, modified, superseded, or canceled and any of the terms thereof may be waived only by a written document signed by both parties to this Agreement or, in the case of waiver, by the party waiving any right under this Agreement.
- (c) Governing Law/Jurisdiction. This Agreement will be governed by, and construed in accordance with the laws of the State of Texas without reference to principles of conflicts of laws thereof. Each party hereby irrevocable and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in the County of Brazoria and State of Texas in respect of any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Licensing Agreement.
- (d) Remedies. Licensee expressly acknowledges and agrees that, in the event of any threatened or actual breach by it of paragraphs 2(b), 3 or 7 hereof, Morningstar will suffer irreparable harm or injury and the remedies available at law will be inadequate to redress such harm or injury. Accordingly, Morningstar will, in addition to any and all other remedies available to it, be entitled to temporary or permanent injunctive relief to prevent or discontinue such breach or threatened breach without the necessity of proving damages. The rights and remedies provided by this Agreement will be cumulative and not exclusive.
- (e) Force Majeure. Morningstar shall not be responsible or liable to Licensee or any Patron for any loss or damage arising out of any delay in, or interruption of, the performance of Morningstar's obligations pursuant to this Licensing Agreement as a result of a force majeure event.
- (f) Authority/Counterparts. Each of the parties hereto represents and warrants to the other that (i) it has full power and authority to enter into this Agreement and perform its obligations here under, and (ii) all necessary action has been duly taken to authorize the individual signing below to sign this Agreement. This Agreement may be signed in two or more counterparts, each of which will be deemed an original with the same effect as if all signature were on the same document.
- (g) Publicity. Morningstar may also list Licensee's name on its client lists or in its marketing materials.

Licensee:	09-27-2021	Licensor:	- 09-02-2021
Authorized Signature	Date	Authorized Signature	Date
L.M. "Matt" Sebesta, Jr., County Judge		Fani D. Koutsovitis	
Print Name		Print Name	