

BRAZORIA COUNTY
PURCHASING DEPARTMENT



SUSAN P. SERRANO, CPPO, CPPB
Purchasing Director

June 14, 2026

EBSCO Information Services, LLC
Attn: Alex Saltzman
10 Estes Street
Ipswich, MA 01938
asaltzman@ebSCO.com / rfpalerts@ebSCO.com

Re: Award for RFP #26-07 E-Content Material (Resources) for the Library

Dear Alex Saltzman:

Brazoria County is pleased to inform you that on June 9, 2026, Commissioners' Court awarded the above listed project to your company for the category's of **Database and Online Learning Services; Career Resources; Investment and Other.**

The term of this contract shall be effective October 1, 2026, for a period of one (1) year with an option to renew the contract for up to four (4) additional one-year terms.

A purchase order and /or notice to proceed will follow. Do not proceed with delivery of services or materials prior to receiving a purchase order number from Brazoria Country.

A Certificate of Interested Parties, Form 1295 is required. Vendors are to log onto the Texas Ethics Commission's website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out Form 1295. Once the form is completed online, the system will issue a certificate number. Please print, sign the form, and email it to Amanda Erickson at aerickson@brazoriacountytx.gov.

In addition, per Texas Local Government Code 176, completion of the Conflict of Interest Questionnaire, Form CIQ, is required if applicable. You may access the form and further information on our website at <http://brazoriacountytx.gov/departments/purchasing> under the Doing Business section, Conflict of Interest Reporting.

Per Texas Local Government Code Chapters 808, 809, and 2274, completion of the Boycott Verification Form is required, if applicable. You may access the form and further information on our website at <http://brazoriacountytx.gov/departments/purchasing> under the Doing Business section.

Please email the CIQ and Boycott Verification Form to Amanda Erickson at aerickson@brazoriacountytx.gov.

As a reminder, a copy of a current certificate of insurance shall be due to Brazoria County within ten (10) calendar days after receipt of notification of award. The contract shall not become effective until the certificate of insurance is received. Failure to provide said certificate may result in cancellation and/or termination of the contract. Please have the certificate of insurance names Brazoria County as an additional insured and a waiver of subrogation applies in favor of Brazoria County.

Thank you for your interest in Brazoria County. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Casey Greathouse
Brazoria County Contract Specialist

Brazoria County Courthouse Campus Administration Building
237 E. Locust Street, Suite 406 - Angleton, TX 77515
(979) 864-1825

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the 9th day of June 2026, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and EBSCO Information Services, LLC of Ipswich, MA.

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for **RFP #26-07 E-Content Material (Resources) for the Library** as stated in the Request for Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:

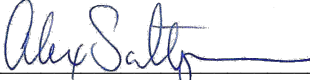
- Brazoria County **RFP #26-07 E-Content Material (Resources) for the Library**
- Vendor's submittal to the above listed RFP and the final accepted pricing

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this 23rd day of June 2026.

By: 
County Judge Signature

By: L.M. "Matt" Sebesta, Jr.
Printed Name

By: 
Signature of Vendor

By: Alex Saltzman, Sr. Vice President, Inside Sales
Printed Name and Title

**RFP #26-07 E-CONTENT MATERIAL FOR THE LIBRARY
ATTACHMENT A BID TABLE**

DESCRIPTION - PRODUCT NAME	PRICE
Databases and Online Learning Services (see 2.4 in proposal) Vendor to list out annual pricing to include all applicable hosting or platform fees. Vendor to also list out any additional fees for training, end-user documentation, MARC records, metadata records, service updates or enhancements for each product.	
Career Resources - Resource for those looking to enhance their career prospects through coaching, resume help, interview tips, and more.	
BlueCareer (Renewal)	\$10,920
Investment - Resource for library patrons to research stock and other investments.	
FinancialFit Multilingual (Renewal)	\$5,250
Other - Resource or service that can apply to one or more of the categories above, or a category not noted above.	
LibraryAware (Renewal)	\$14,950
MasterFILE Complete + eBook Collection (Upgrade)	\$14,000
MasterFILE Elite + eBook Collection (Renewal)	\$12,745

Boycott Verification

This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A).
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

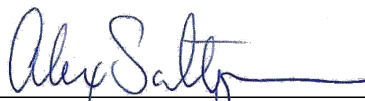
This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

I, Alex Saltzman (Person name), the undersigned representative of (Company or Business Name) EBSCO Information Services, LLC (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named above,

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not discriminate against a firearm entity of firearm trade association currently; and
- (F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

06/18/2026

DATE



SIGNATURE OF COMPANY REPRESENTATIVE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2026-1480152

Date Filed:
06/22/2026

Date Acknowledged:
6/22/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

EBSCO Information Services, LLC
Birmingham, AL United States

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

Brazoria County

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

RFP #26-07
E-Content Material (Resources) for the Library

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stephens, Bart W.R.	Birmingham, AL United States	X	
	Stephens, Bryson, D.D.	Birmingham, AL United States	X	
	Powell, G. Allen	Birmingham, AL United States	X	

5 Check only if there is NO Interested Party. ☐

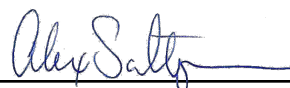
6 UNSWORN DECLARATION

My name is Alex Saltzman, and my date of birth is 06/29/1970.

My address is 10 Estes Street, Ipswich, MA, 01938, USA.
(city) (state) (zip code) (country)

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

Executed in Essex County, State of MA, on the 22 day of June, 20 26.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

EBSCO Information Services, LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

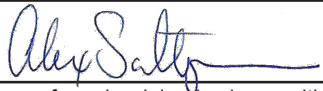
☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

06/18/2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

LAST UPDATED: July 2024

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SERVICES OR TO THESE TERMS AND CONDITIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. Licensee is responsible for maintaining a valid license to the third-party resources configured to be used via the Services (if applicable). EBSCO disclaims any responsibility or liability for a Licensee accessing the third-party resources without proper authorization.

D. EBSCO is not responsible if the third-party resources accessible via the Services fail to operate properly or if the third-party resources accessible via the Services cause issues for the Licensee. While EBSCO will make best efforts to help troubleshoot problems, Licensee acknowledges that certain aspects of functionality may be dependent on third party resource providers who may need to be contacted directly for resolution.

III. PRICE AND PAYMENT

A. License fees have been agreed upon by EBSCO and the Licensee, and include all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within thirty (30) days. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice, Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Gibbons, EBSCO Publishing, Inc., 10 Estes Street, Ipswich, MA 01938; phone: 978-356-6500, fax: 978-356-5191; email: kgibbons@ebSCO.com. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

VI. GENERAL

A. Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the EBSCO License Agreement are made part of this purchase order.

E. INTENTIONALLY OMITTED.

F. EBSCO grants to the Licensee a non-transferable right to utilize any IP addresses provided by EBSCO to Licensee to be used with the Services. EBSCO does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Services, the Licensee's right to utilize such IP addresses will cease.

G. All information that EBSCO collects when Licensee accesses, uses, or provides access to, the Databases and Services is subject to EBSCO's [Privacy Policy](#), which is incorporated herein by reference. By accessing or using the Databases and/or Services, you consent to all actions taken by EBSCO with respect to your information in compliance with the [Privacy Policy](#).

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “**Addendum**”) supplements the EBSCO License Agreement (the “**Agreement**”) between the Customer (“**Customer**”) and EBSCO Publishing, Inc. (“**EBSCO**”).

1. Definitions

- 1.1 For the purpose of this Addendum the terms, “**Controller**,” “**Processor**,” “**Data Subject**,” “**Personal Data**,” “**Personal Data Breach**,” “**Processing**,” “**Subprocessor**,” and “**Supervisory Authority**” shall have the same meanings as in applicable Data Protection Legislation, and their related terms shall be construed accordingly.
- 1.2 “**Appropriate technical and organizational measures**” shall be interpreted in accordance with applicable Data Protection Legislation.
- 1.3 “**Customer Personal Data**” means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer’s behalf in connection with the Agreement.
- 1.4 “**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time where EBSCO does business, including the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council (the “GDPR”), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100, *et seq.* (the “CCPA”), and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that implements or supplements, replaces, repeals and/or supersedes any of the foregoing.
- 1.5 “**International Data Transfer**” means the transfer (either directly or via onward transfer) of Personal Data from within the European Economic Area/United Kingdom (as applicable) to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the GDPR).
- 1.6 “**User Personal Data**” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

2. Data Processing: EBSCO as Processor for Customer

- 2.1 Where Customer Personal Data is processed by EBSCO, EBSCO will act as the Processor and the Customer will act as the Controller.
 - 2.1.1 Subject Matter. The subject matter of the Processing is the Customer Personal Data.
 - 2.1.2 Duration. The Processing will be carried out for the duration set forth in the Agreement.
 - 2.1.3 Nature and Purpose. The purpose of the Processing is the provision of products and services to the Customer purchased by the Customer from time to time.
 - 2.1.4 Type of Customer Personal Data and Data Subjects. Customer Personal Data consists of the following categories of information relevant to the following categories of Data Subjects:

- (a) Representatives of Customer: name, address; email address; billing information; login credentials; geolocation data; and professional affiliation.
- (b) Customer's end users of the EBSCO products and services purchased by Customer (where personalized account information is provided to EBSCO by Customer): name and email address.

- 2.2 EBSCO shall not Process Customer Personal Data other than on the Customer's documented instructions (as set forth in this Addendum or the Agreement or as otherwise directed by Customer in writing). EBSCO will not Process Customer Personal Data for any purpose, including for any commercial purpose, other than for the specific purpose of performing the services specified in the Agreement. If Processing of Customer Personal Data inconsistent with the foregoing provisions of this section is ever required by applicable Data Protection Legislation to which EBSCO is subject, EBSCO shall, to the extent permitted by applicable Data Protection Legislation, inform the Customer of that legal requirement before proceeding with the relevant Processing of that Customer Personal Data.
- 2.3 EBSCO will notify Customer promptly if, in EBSCO's opinion, an instruction for the Processing of Customer Personal Data infringes applicable Data Protection Legislation.
- 2.4 EBSCO shall ensure that all personnel who have access to and/or Process the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 2.5 EBSCO shall, in relation to the Customer Personal Data, implement appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data. When considering what measure is appropriate, each party shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected.
- 2.6 EBSCO shall assist Customer, taking into account the nature of the Processing, (A) by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights under Applicable Data Protection Legislation; (B) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to EBSCO; and (C) by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the GDPR have been met.
- 2.7 EBSCO shall promptly notify Customer upon becoming aware of any confirmed Personal Data Breach affecting the Customer Personal Data.
- 2.8 Upon termination of the Agreement, EBSCO shall, at Customer's election, securely delete or return Customer Personal Data and destroy existing copies unless preservation or retention of such Customer Personal Data is required by any applicable law to which EBSCO is subject.
- 2.9 EBSCO shall allow Customer and Customer's authorized representatives to access and review up-to-date attestations, reports, or extracts thereof from independent bodies (e.g., external auditors, data

protection auditors) or suitable certifications, or allow its procedures and documentation to be inspected or audited by Customer (or its designee) to ensure compliance with the terms of this Addendum. Any audit or inspection must be conducted during EBSCO's regular business hours without interrupting EBSCO's business operations, with reasonable advance notice (at least 45 days) to EBSCO and subject to reasonable confidentiality procedures. In addition, audits or inspections shall be limited to once per year. The scope of such audit shall be limited to documents and records allowing the verification of EBSCO's compliance with the obligations set forth in this Addendum and shall not include financial records of EBSCO or any records concerning EBSCO's other customers. Remote audits shall be utilized where possible, with on-site audits occurring only where a walkthrough of the premises is required.

EBSCO shall, in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party Subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party Subprocessors, and give Customer a reasonable opportunity to object to such changes. If EBSCO provides Personal Data to third-party Subprocessors, EBSCO will include in its agreement with any such third-party Subprocessor terms which offer at least the same level of protection for the Customer Personal Data as those contained herein and as are required by applicable Data Protection Legislation.

3. Data Processing: EBSCO as Joint Controller With Customer

- 3.1 EBSCO and Customer shall act as joint Controllers with respect to User Personal Data.
- 3.2 EBSCO shall be responsible for providing Customer's end user Data Subjects with the information required under GDPR Articles 13 and 14 (including by identifying a contact point for Data Subjects) before processing User Personal Data, and with informing Customer's end users of the essence of EBSCO's arrangement with Customer.
- 3.3 EBSCO shall provide Customer's end user Data Subjects with the ability to exercise their individual rights with respect to User Personal Data within a self-service portal.

4. International Data Transfer

- 4.1 To the extent that any Customer Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Processor Standard Contractual Clauses adopted by the European Commission ("**Processor Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
 - 4.1.1 Customer is the "data exporter" and EBSCO International, Inc. is the "data importer;" and
 - 4.1.2 The provisions of Module Two are incorporated; the provisions under Modules One, Three, and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.
- 4.2 To the extent that any User Personal Data is subject to any International Data Transfer, the parties

agree to be bound by, and all terms and provisions of the Controller to Controller Standard Contractual Clauses adopted by the European Commission ("**Controller Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:

- 4.2.1 Customer is the "data exporter" and EBSCO is the "data importer;" and
- 4.2.2 The provisions of Module One are incorporated; the provisions under Modules Two, Three and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.
- 4.3 The Processor Model Clauses and Controller Model Clauses shall be collectively, the "Standard Contractual Clauses." The applicable version of the Standard Contractual Clauses is those which were approved by the European Commission on June 4, 2021. In the event that the Standard Contractual Clauses are updated, replaced, amended or re-issued by the European Commission (with the updated Standard Contractual Clauses being the "**New Contractual Clauses**") during the term of this Addendum, the New Contractual Clauses shall be deemed to replace the Standard Contractual Clauses and the parties undertake to be bound by the terms of the New Contractual Clauses effective as of the date of the update (unless either party objects to such change) and the parties shall execute a form of the New Contractual Clauses.
- 4.4 The descriptions required by the Annexes of the Standard Contractual Clauses are replaced by the information in Schedule I, Schedule II, and Schedule III of this Addendum.
- 4.5 To the extent that the UK Information Commissioner's Office issues any standard contractual clauses for the purpose of making lawful International Data Transfers during the term of this Addendum that will impact the transfers of Customer Personal Data or User Personal Data (with such clauses being the "**UK Standard Contractual Clauses**"), to the extent possible, the UK Standard Contractual Clauses shall be deemed to be incorporated into this Addendum and the parties undertake to be bound by the terms of the UK Standard Contractual Clauses effective as of the date of their issuance (unless either party objects to such change) and the parties shall execute a form of the UK Standard Contractual Clauses.

Schedule I

List of Parties and Description of
Data Transfers

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. **Name:**
Address:
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses:
Signature and date:
Role (controller/processor): Controller and Joint Controller
2. **Additional Information:** EBSCO and Customer shall act as Joint Controllers with respect to User Personal Data (as defined in the Agreement). The Joint Controllers shall perform the following responsibilities accordingly:

Customer	EBSCO
- Personalization: Customer decides whether to enable features of personalized accounts in product - Authorize the processing of end user data by EBSCO via the Agreement between parties - o Provide legal basis for processing end user data - o Establish the purposes and scope of processing - Implementation of technical and organizational measures to ensure security of network - o Access controls – provide guidelines to EBSCO for authorizing who may access the product under the customer's subscription - Data Subject Access Requests - o As needed, provides details of requests to EBSCO if request is received by Customer from end users (in the event that an end user submits a request through Customer rather than through EBSCO)	- Implementation of organizational and technical measures - o See Schedule II for details - Maintenance and support of product - o Security patches - o Feature updates - o Technical support - o Availability and up-time - Data storage, including backups - Establish the purposes and scope of processing via the Agreement between Parties - Data Subject Access Requests - o Receives and processes Data Subject Access Requests and honors the data subject rights of information, access, rectification, erasure, restricted processing, data portability, right to object, and the right to avoid automated decision-making - o Manages the contact form, email address, and phone number for intake of privacy requests - o Upon request, notifies customer of data subject request

Customer	EBSCO
	- Provide legal basis for processing end user data - o Agreement between parties establishes contract to provide services - o Collection of individual consent and acceptance of terms of use, privacy policy, etc. from end users - Incident response - o Implementation of process - o Notification of customer - Subprocessors - vetting and notifying customer of new subprocessors - Privacy Risk Assessments – conduct PRA/DPIA as needed for vendors, features, products, etc. which process personal information

Data importer(s):

For Customer Personal Data:

- Name:** EBSCO International, Inc.
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research
Signature and date:
Role (controller/processor): Processor
- Additional Information:** Customer will act as the Controller of Customer Personal Data where Customer Personal Data is processed by EBSCO. EBSCO will act as the Processor of Customer Personal Data.
"Customer Personal Data" means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer's behalf in connection with the Agreement.

For User Personal Data:

- Name:** EBSCO International, Inc.
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research, creation of user profiles
Signature and date:
Role (controller/processor): Joint Controller and Processor
- Additional Information:** Customer will act as the Controller of User Personal Data where User Personal Data is processed by EBSCO. EBSCO will act as the Joint Controller of User Personal Data.

“User Personal Data” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: Entity information required for handling the subscription and users of applications, including but not limited to students, teachers, employees, authors.

Categories of personal data transferred: First name, last name, email address, authentication information, search information, research notes.

Sensitive Data transferred (if applicable), and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved: Not Applicable.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): Continuous.

Nature of the processing: Providing access to EBSCO databases; storing user information in customized profiles; facilitating the retrieval of user search history.

Purpose(s) of the data transfer and further processing: To perform the obligations between the parties, per the Agreement, to provide research tools, to personalize the experience and to prevent harvesting. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As long as reasonably necessary, some personalization information will be held until deletion is requested by a customer or user.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Subject Matter: First name, last name, email address, authentication information, search information, research notes

Nature of processing: The nature of processing includes the following: Data storage and software delivery, consent management, fulfilling data subject rights requests. Please also see Schedule III for the link to the Subprocessors for comprehensive information about how specific subprocessors process data.

Duration: Continuous

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority, in accordance with Clause 13, is the Supervisory Authority of Ireland.

Schedule II

Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of Data

EBSCO shall maintain and use appropriate safeguards to prevent the unauthorized access to or use of Customer Personal Data and to implement administrative, physical and technical safeguards to protect Customer Personal Data. Such safeguards shall include:

1. Network and Application Security and Vulnerability Management:

- a. Measures of pseudonymization and encryption of personal data:
Personal data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256), and in transit using Transport Layer Security (TLS) encryption. Cryptographic key management is in place as outlined in National Institute of Science and Technology (NIST) standard 800-57.
- b. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services:
EBSCO has an ongoing commitment to certification against relevant International Organization for Standardization (ISO) standards, including ISO standards 27001, 27017, 27018 and 27701 both on-premise and at Amazon Web Services (AWS) managed data centers. EBSCO is hosted both within the Amazon Web Services platform and within legacy on premise data centers in Ipswich, MA and Boston, MA. Applications and data are distributed for purposes of high availability and resilience. Features such as automatic recovery and automatic scaling have been implemented. Applications together with their container configuration can be redeployed within minutes, if necessary.
- c. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident:
All applications and data are distributed across multiple nodes and the nodes are distributed across multiple availability zones within Amazon Web Services to ensure high availability of the service. The use of a container-based architecture further helps to ensure high availability of the service. For example, applications automatically restart if they encounter issues and if a specific node fails, it is removed from service and traffic is directed to the remaining 'healthy' nodes. Where appropriate, nodes are set to automatically scale to handle unexpected spikes in traffic. Regular service management meetings review the performance and future capacity needs of the service. The infrastructure enables horizontal and vertical scaling to be implemented with significantly reduced lead times compared to a physical infrastructure. For our legacy on premise, EIS employs two concurrent data centers with failover capabilities in the event that one of the sites experiences an outage. EBSCO's on-premise data centers are protected with uninterruptible power supplies, fire suppression systems and limited access only to personnel necessary for the ongoing operation of the data centers. EBSCO continuously monitors service availability. The current status can be found here: <https://status.ebsco.com/>

- d. Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing:

EBSCO contracts third party penetration testing on an annual basis. In addition, vulnerability scans are conducted through an automated code deployment pipeline. Our production environment is scanned continuously. We employ a managed 24/7 security operations team to continuously monitor our environment. EBSCO regularly applies security updates to our environment following our comprehensive vulnerability management process. These updates are done on a rolling basis using a Scaled Agile Framework for Enterprises (SAFe).

Organizational measures are reviewed twice annually, through an internal audit as well as an external audit conducted on an annual basis by accredited third party auditors. In addition, regular access reviews to sensitive data and systems are conducted on a regular basis.

EBSCO continually evaluates the security of its network and associated Services to determine whether additional or different security measures are required to respond to security risks or findings generated by periodic reviews.

- e. Measures for the protection of data during transmission:

All data is encrypted in transit using TLS, both from the users' browser to the applications as well as data in transit between EBSCO systems and subprocessors.

- f. Measures for the protection of data during storage:

Personal Data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256). All data storage is isolated from the public internet by a dedicated firewall to ensure only EBSCO personnel can access the database.

- g. Measures for ensuring system configuration, including default configuration:

Standardized system configurations are enforced through automated code deployment pipelines where appropriate.

- h. Measures for internal IT and IT security governance and management:

EBSCO's Governance Risk and Compliance (GRC) Team maintains the EBSCO Information Security and Privacy Management system (ISPMS). The ISPMS is continuously monitored and improved to conform to or exceed the standards required by ISO 27001, ISO 27701, ISO 27017, and ISO 27108. The EBSCO ISPMS is comprised of the ISMS-Information Security Management System and PIMS-Privacy Information Management System. External and internal audits of the ISPMS are performed on an annual basis. Security logs are monitored continuously.

- i. Measures for certification/assurance of processes and products:

In addition to the measures for internal IT management and IT security governance above, regular, mandatory training is delivered through an online learning platform to ensure all staff are familiar with their responsibilities and up to date with policies and procedures. Clear processes are in place to manage security related incidents and to liaise with law enforcement if required.

- j. Measures for ensuring data minimization:

EBSCO follows best practices for minimizing data attributes to only those needed to perform

required functions and allow its customers and user patrons the ability to extend the minimum default data set if required.

k. Measures for ensuring data quality:

Institutions and end users have the ability to review and update their information through a self-service module, or through contacting EBSCO according to the Privacy Policy. Where applicable, data validation controls are implemented in our environment.

2. Logical access controls:

a. Measures for user identification and authorization:

A small number of the EBSCO Team with responsibilities for administering and supporting the system have access to the production environment and databases. This is strictly controlled by role and requires two-factor authentication to gain access.

Customer Administrator access to end user data is only possible through using an EBSCOadmin administrator account. Only personnel designated by the customer and a small number of EBSCO's privileged users have access to this information.

Customers have the ability to set up different authentication options. Options include, but are not limited to, integration through Single Sign On (SSO) using SAML 2.0, username and password, IP whitelist authentication, patron ID, Google Campus Activated Subscriber Access (CASA), Universal CASA and Cookies.

3. Secure media disposal controls:

a. Measures for ensuring limited data retention:

It is vital that personal data stored within EBSCO's systems meets the requirements for data privacy and protection and part of that is ensuring personal data is not retained beyond what is necessary for the defined purpose.

In many cases, EBSCO allows the ability for customers to anonymize end user data by pseudonymized SSO configuration or removing the option for User Patrons to personalize.

b. Measures for allowing data portability and ensuring erasure:

Upon request or through the self-service module, EBSCO customers can extract Database Usage Reports, Interface Usage Reports, Link Activity Reports, Login Usage Report and Title Usage Reports. This data can also be obtained upon request at contract termination, or at any time through EBSCOadmin.

4. Logging Controls:

a. Measures for ensuring events logging:

EBSCO allows customers to view database usage reports, interface usage reports, link activity reports, login usage reports and title usage reports through EBSCOadmin.

EBSCO employs Security Information and Event Management (SIEM) logs across our resources. These logs are monitored internally by our information security team and 24/7 managed

security operations center (SOC). No customer action is required, and customers do not have access to these internal logs.

5. Personnel Controls:

Contracts for new staff and the onboarding process emphasize individual responsibilities for information security and the potential penalties for misuse. Staff resignations trigger an automated process to ensure access rights to EBSCO's systems are revoked in a timely fashion.

The IT Acceptable Use Agreement covers the acceptable use of EBSCO's information assets. It is issued to both permanent and contract staff and forms part of the induction for new starters.

Security awareness training is delivered through EBSCO's online training platform. It is delivered at least annually and is mandatory for all employees.

6. Physical security and environmental controls:

- a. Measures for ensuring physical security of locations at which personal data are processed:
EBSCO is committed to ensuring the safety of its employees, contractors and assets and takes the issue of physical security very seriously. EBSCO has a comprehensive set of physical security controls which ensure that its data centers and offices are sufficiently protected. Access to data centers is limited only to necessary personnel, and all access is logged and reviewed for abnormalities.

EBSCO also contracts with AWS for the processing of customer data. AWS provides world class security within their hosted data centers. For more information on physical security in AWS hosted environments see: <https://aws.amazon.com/compliance/data-center/controls>.

Schedule III

List of Subprocessors

MODULE TWO: Transfer controller to processor

The controller has been notified of the use of the subprocessors linked below may be utilized at the time of contract execution. For an updated list of subprocessors, please see www.ebsco.com/subprocessors.

LAST UPDATED: March 2024

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A. License fees have been agreed upon by EBSCO and the Licensee, and includes all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within 30 days. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Service and pricing identified in this Agreement pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within thirty days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

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A. Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the LibraryAware License Agreement are made part of this purchase order."

E. INTENTIONALLY OMITTED.

F. EBSCO agrees not to use or sell: (i) any of the email addresses or other contact information of the Licensee or the Authorized Users; (ii) any of the information used in LibraryAware (such as media channel or community partner information); (iii) any content uploaded or created using LibraryAware without the customer's written permission.

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

C. Licensee and Authorized Users agree to abide by the Copyright Act of 1976 as well as by any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the Services. Pursuant to these terms and conditions, the Licensee and Authorized Users may download or print limited copies of citations, abstracts, full text or portions thereof, provided the information is used solely in accordance with copyright law. Licensee and Authorized Users may not publish the information. Licensee and Authorized Users shall not use the Services as a component of or the basis of any other publication prepared for sale and will neither duplicate nor alter the Services or any of the content therein in any manner, nor use same for sale or distribution. **Licensee and Authorized Users may not use artificial intelligence tools or machine learning technologies with any of the content included in the Databases or Services for any purpose.** Licensee and Authorized Users may create printouts of materials retrieved through the Services via online printing, offline

printing, facsimile or electronic mail. All reproduction and distribution of such printouts, and all downloading and electronic storage of materials retrieved through the Services shall be for internal or personal use. Downloading all or parts of the Services in a systematic or regular manner so as to create a collection of materials comprising all or part of the Services is strictly prohibited whether or not such collection is in electronic or print form. Notwithstanding the above restrictions, this paragraph shall not restrict the use of the materials under the doctrine of “fair use” as defined under the laws of the United States. Publishers may impose their own conditions of use applicable only to their content. Such conditions of use shall be displayed on the computer screen displays associated with such content. The Licensee shall take all reasonable precautions to limit the usage of the Services to those specifically authorized by this Agreement.

D. Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by LearningExpress and Licensee.

E. Licensee agrees to comply with the Copyright Act of 1976.

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

G. Licensee agrees not to include any advertising in the Services.

II. LIMITED WARRANTY AND LIMITATION OF LIABILITY

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

B. THE MAXIMUM LIABILITY OF LearningExpress AND ITS LICENSORS, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE SERVICES, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY LearningExpress FROM LICENSEE HEREUNDER UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL LearningExpress OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY AUTHORIZED USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE SERVICES OR TO THESE TERMS AND CONDITIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. Licensee is responsible for maintaining a valid license to the third party resources configured to be used via the Services (if applicable). LearningExpress disclaims any responsibility or liability for a Licensee accessing the third party resources without proper authorization.

D. LearningExpress is not responsible if the third party resources accessible via the Services fail to operate properly or if the third party resources accessible via the Services cause issues for the Licensee. While LearningExpress will make best efforts to help troubleshoot problems, Licensee acknowledges that certain aspects of functionality may be dependent on third party resource providers who may need to be contacted directly for resolution.

III. PRICE AND PAYMENT

A. License fees have been agreed upon by LearningExpress and the Licensee, and include all retrospective issues of the Services as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to LearningExpress or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within ninety (90) days. Failure or delay in rendering payments due LearningExpress under this Agreement will, at LearningExpress' option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Services and pricing identified in this Agreement pro rata adjustments of the contracted price will be calculated by LearningExpress and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within ninety (90) days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Services under this Agreement, whether or not such taxes are invoiced by LearningExpress, will be the exclusive responsibility of the Licensee and/or Sites.

IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from LearningExpress. Within the period of such notice, Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, LearningExpress may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If LearningExpress becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of LearningExpress or its licensors or an infringement on the rights of LearningExpress or its licensors, then LearningExpress will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from LearningExpress. Once the breach or infringement has been remedied or the offending activity halted, LearningExpress shall reinstate access to the Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, LearningExpress may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

LearningExpress has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Gibbons, LearningExpress, LLC 10 Estes Street, Ipswich, MA 01938; phone: 978-356-6500; fax: 978-356-5191; email:

kgibbons@ebSCO.com. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

VI. GENERAL

A. Neither LearningExpress nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of LearningExpress.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the LearningExpress License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. INTENTIONALLY OMITTED.

F. LearningExpress grants to the Licensee a non-transferable right to utilize any IP addresses provided by LearningExpress to Licensee to be used with the Services. LearningExpress does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Services, the Licensee's right to utilize such IP addresses will cease.

G. Information We Collect. All information we collect is subject to our [Privacy Policy](#), which is incorporated herein by this reference. By using the Services, you consent to all actions taken by LearningExpress with respect to your information in compliance with the [Privacy Policy](#).

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “**Addendum**”) supplements the LearningExpress License Agreement (the “**Agreement**”) between the Customer (“**Customer**”) and LearningExpress, LLC (“**LearningExpress**”).

1. Definitions

- 1.1 For the purpose of this Addendum the terms, “**Controller**,” “**Processor**,” “**Data Subject**,” “**Personal Data**,” “**Personal Data Breach**,” “**Processing**,” “**Subprocessor**,” and “**Supervisory Authority**” shall have the same meanings as in applicable Data Protection Legislation, and their related terms shall be construed accordingly.
- 1.2 “**Appropriate technical and organizational measures**” shall be interpreted in accordance with applicable Data Protection Legislation.
- 1.3 “**Customer Personal Data**” means the Personal Data that is provided by Customer to LearningExpress or that is processed by LearningExpress on Customer’s behalf in connection with the Agreement.
- 1.4 “**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time where LearningExpress does business, including the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council (the “GDPR”), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100, *et seq.* (the “CCPA”), and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that implements or supplements, replaces, repeals and/or supersedes any of the foregoing.
- 1.5 “**International Data Transfer**” means the transfer (either directly or via onward transfer) of Personal Data from within the European Economic Area/United Kingdom (as applicable) to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the GDPR).
- 1.6 “**User Personal Data**” means the Personal Data provided directly by Customer’s end users to LearningExpress through the products and services purchased by Customer.

2. Data Processing: LearningExpress as Processor for Customer

- 2.1 Where Customer Personal Data is processed by LearningExpress, LearningExpress will act as the Processor and the Customer will act as the Controller.
 - 2.1.1 Subject Matter. The subject matter of the Processing is the Customer Personal Data.
 - 2.1.2 Duration. The Processing will be carried out for the duration set forth in the Agreement.
 - 2.1.3 Nature and Purpose. The purpose of the Processing is the provision of products and services to the Customer purchased by the Customer from time to time.
 - 2.1.4 Type of Customer Personal Data and Data Subjects. Customer Personal Data consists of the following categories of information relevant to the following categories of Data

Subjects:

- (a) Representatives of Customer: name, address; email address; billing information; login credentials; geolocation data; and professional affiliation.
- (b) Customer's end users of the LearningExpress products and services purchased by Customer (where personalized account information is provided to LearningExpress by Customer): name; address; and email address.

- 2.2 LearningExpress shall not Process Customer Personal Data other than on the Customer's documented instructions (as set forth in this Addendum or the Agreement or as otherwise directed by Customer in writing). LearningExpress will not Process Customer Personal Data for any purpose, including for any commercial purpose, other than for the specific purpose of performing the services specified in the Agreement. If Processing of Customer Personal Data inconsistent with the foregoing provisions of this section is ever required by applicable Data Protection Legislation to which LearningExpress is subject, LearningExpress shall, to the extent permitted by applicable Data Protection Legislation, inform the Customer of that legal requirement before proceeding with the relevant Processing of that Customer Personal Data.
- 2.3 LearningExpress will notify Customer promptly if, in LearningExpress' opinion, an instruction for the Processing of Customer Personal Data infringes applicable Data Protection Legislation.
- 2.4 LearningExpress shall ensure that all personnel who have access to and/or Process the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 2.5 LearningExpress shall, in relation to the Customer Personal Data, implement appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data. When considering what measure is appropriate, each party shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected.
- 2.6 LearningExpress shall assist Customer, taking into account the nature of the Processing, (A) by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights under Applicable Data Protection Legislation; (B) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to LearningExpress; and (C) by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the GDPR have been met.
- 2.7 LearningExpress shall promptly notify Customer upon becoming aware of any confirmed Personal Data Breach affecting the Customer Personal Data.
- 2.8 Upon termination of the Agreement, LearningExpress shall, at Customer's election, securely delete or return Customer Personal Data and destroy existing copies unless preservation or retention of such Customer Personal Data is required by any applicable law to which LearningExpress is subject.

- 2.9 LearningExpress shall allow Customer and Customer's authorized representatives to access and review up-to-date attestations, reports, or extracts thereof from independent bodies (e.g., external auditors, data protection auditors) or suitable certifications, or allow its procedures and documentation to be inspected or audited by Customer (or its designee) to ensure compliance with the terms of this Addendum. Any audit or inspection must be conducted during LearningExpress' regular business hours without interrupting LearningExpress' business operations, with reasonable advance notice (at least 45 days) to LearningExpress and subject to reasonable confidentiality procedures. In addition, audits or inspections shall be limited to once per year. The scope of such audit shall be limited to documents and records allowing the verification of LearningExpress' compliance with the obligations set forth in this Addendum and shall not include financial records of LearningExpress or any records concerning LearningExpress' other customers. Remote audits shall be utilized where possible, with on-site audits occurring only where a walkthrough of the premises is required.

LearningExpress shall, in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party Subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party Subprocessors, and give Customer a reasonable opportunity to object to such changes. If LearningExpress provides Personal Data to third-party Subprocessors, LearningExpress will include in its agreement with any such third-party Subprocessor terms which offer at least the same level of protection for the Customer Personal Data as those contained herein and as are required by applicable Data Protection Legislation.

3. **Data Processing: LearningExpress as Joint Controller With Customer**

- 3.1 LearningExpress and Customer shall act as joint Controllers with respect to User Personal Data.
- 3.2 LearningExpress shall be responsible for providing Customer's end user Data Subjects with the information required under GDPR Articles 13 and 14 (including by identifying a contact point for Data Subjects) before processing User Personal Data, and with informing Customer's end users of the essence of LearningExpress' arrangement with Customer.
- 3.3 LearningExpress shall provide Customer's end user Data Subjects with the ability to exercise their individual rights with respect to User Personal Data within a self-service portal.

4. **International Data Transfer**

- 4.1 To the extent that any Customer Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Processor Standard Contractual Clauses adopted by the European Commission ("**Processor Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
- 4.1.1 Customer is the "data exporter" and LearningExpress, LLC is the "data importer;" and
- 4.1.2 The provisions of Module Two are incorporated; the provisions under Modules One, Three, and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory

authority is Ireland.

- 4.2 To the extent that any User Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Controller Standard Contractual Clauses adopted by the European Commission ("**Controller Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
- 4.2.1 Customer is the "data exporter" and LearningExpress is the "data importer;" and
- 4.2.2 The provisions of Module One are incorporated; the provisions under Modules Two, Three and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.
- 4.3 The Processor Model Clauses and Controller Model Clauses shall be collectively, the "Standard Contractual Clauses." The applicable version of the Standard Contractual Clauses is those which were approved by the European Commission on June 4, 2021. In the event that the Standard Contractual Clauses are updated, replaced, amended or re-issued by the European Commission (with the updated Standard Contractual Clauses being the "**New Contractual Clauses**") during the term of this Addendum, the New Contractual Clauses shall be deemed to replace the Standard Contractual Clauses and the parties undertake to be bound by the terms of the New Contractual Clauses effective as of the date of the update (unless either party objects to such change) and the parties shall execute a form of the New Contractual Clauses.
- 4.4 The descriptions required by the Annexes of the Standard Contractual Clauses are replaced by the information in Schedule I, Schedule II, and Schedule III of this Addendum.
- 4.5 To the extent that the UK Information Commissioner's Office issues any standard contractual clauses for the purpose of making lawful International Data Transfers during the term of this Addendum that will impact the transfers of Customer Personal Data or User Personal Data (with such clauses being the "**UK Standard Contractual Clauses**"), to the extent possible, the UK Standard Contractual Clauses shall be deemed to be incorporated into this Addendum and the parties undertake to be bound by the terms of the UK Standard Contractual Clauses effective as of the date of their issuance (unless either party objects to such change) and the parties shall execute a form of the UK Standard Contractual Clauses.

Schedule I

List of Parties and Description of Data Transfers

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. **Name:**
Address:
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses:
Signature and date:
Role (controller/processor): Controller and Joint Controller
2. **Additional Information:** LearningExpress and Customer shall act as Joint Controllers with respect to User Personal Data (as defined in the Agreement). The Joint Controllers shall perform the following responsibilities accordingly:

Customer	LearningExpress
- Personalization: Customer decides whether to enable features of personalized accounts in product - Authorize the processing of end user data by LearningExpress via the Agreement between parties - o Provide legal basis for processing end user data - o Establish the purposes and scope of processing - Implementation of technical and organizational measures to ensure security of network - o Access controls – provide guidelines to LearningExpress for authorizing who may access the product under the customer's subscription - Data Subject Access Requests - o As needed, provides details of requests to LearningExpress if request is received by Customer from end users (in the event that an end user submits a request through	- Implementation of organizational and technical measures - o See Schedule II for details - Maintenance and support of product - o Security patches - o Feature updates - o Technical support - o Availability and up-time - Data storage, including backups - Establish the purposes and scope of processing via the Agreement between Parties - Data Subject Access Requests - o Receives and processes Data Subject Access Requests and honors the data subject rights of information, access, rectification, erasure, restricted processing, data portability, right to object, and the right to avoid automated decision-making - o Manages the contact form, email address, and phone number for intake of privacy requests

Customer	LearningExpress
Customer rather than through LearningExpress)	○ Upon request, notifies customer of data subject request - Provide legal basis for processing end user data ○ Agreement between parties establishes contract to provide services ○ Collection of individual consent and acceptance of terms of use, privacy policy, etc. from end users - Incident response ○ Implementation of process ○ Notification of customer - Subprocessors - vetting and notifying customer of new subprocessors - Privacy Risk Assessments – conduct PRA/DPIA as needed for vendors, features, products, etc. which process personal information

Data importer(s):

For Customer Personal Data:

- Name:** LearningExpress, LLC
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research
Signature and date:
Role (controller/processor): Processor
- Additional Information:** Customer will act as the Controller of Customer Personal Data where Customer Personal Data is processed by LearningExpress. LearningExpress will act as the Processor of Customer Personal Data.
"Customer Personal Data" means the Personal Data that is provided by Customer to LearningExpress or that is processed by LearningExpress on Customer's behalf in connection with the Agreement.

For User Personal Data:

- Name:** LearningExpress, LLC
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research, creation of user profiles
Signature and date:
Role (controller/processor): Joint Controller and Processor

2. **Additional Information:** Customer will act as the Controller of User Personal Data where User Personal Data is processed by LearningExpress. LearningExpress will act as the Joint Controller of User Personal Data.

“**User Personal Data**” means the Personal Data provided directly by Customer’s end users to LearningExpress through the products and services purchased by Customer.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: Entity information required for handling the subscription and users of applications, including but not limited to students, teachers, employees, authors.

Categories of personal data transferred: First name, last name, email address, authentication information, search information, research notes.

Sensitive Data transferred (if applicable), and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved: Not Applicable.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): Continuous.

Nature of the processing: Providing access to LearningExpress databases; storing user information in customized profiles; facilitating the retrieval of user search history.

Purpose(s) of the data transfer and further processing: To perform the obligations between the parties, per the Agreement, to provide research tools, to personalize the experience and to prevent harvesting. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As long as reasonably necessary, some personalization information will be held until deletion is requested by a customer or user.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Subject Matter: First name, last name, email address, authentication information, search information, research notes

Nature of processing: The nature of processing includes the following: Data storage and software delivery, consent management, fulfilling data subject rights requests. Please also see Schedule III for the link to the Subprocessors for comprehensive information about how specific subprocessors process data.

Duration: Continuous

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority, in accordance with Clause 13, is the Supervisory Authority of Ireland.

Schedule II

Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of Data

LearningExpress shall maintain and use appropriate safeguards to prevent the unauthorized access to or use of Customer Personal Data and to implement administrative, physical and technical safeguards to protect Customer Personal Data. Such safeguards shall include:

1. Network and Application Security and Vulnerability Management:

- a. Measures of pseudonymization and encryption of personal data:
Personal data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256), and in transit using Transport Layer Security (TLS) encryption. Cryptographic key management is in place as outlined in National Institute of Science and Technology (NIST) standard 800-57.
- b. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services:
LearningExpress has an ongoing commitment to certification against relevant International Organization for Standardization (ISO) standards, including ISO standards 27001, 27017, 27018 and 27701 both on-premise and at Amazon Web Services (AWS) managed data centers. LearningExpress is hosted both within the Amazon Web Services platform and within legacy on premise data centers in Ipswich, MA and Boston, MA. Applications and data are distributed for purposes of high availability and resilience. Features such as automatic recovery and automatic scaling have been implemented. Applications together with their container configuration can be redeployed within minutes, if necessary.
- c. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident:
All applications and data are distributed across multiple nodes and the nodes are distributed across multiple availability zones within Amazon Web Services to ensure high availability of the service. The use of a container-based architecture further helps to ensure high availability of the service. For example, applications automatically restart if they encounter issues and if a specific node fails, it is removed from service and traffic is directed to the remaining 'healthy' nodes. Where appropriate, nodes are set to automatically scale to handle unexpected spikes in traffic. Regular service management meetings review the performance and future capacity needs of the service. The infrastructure enables horizontal and vertical scaling to be implemented with significantly reduced lead times compared to a physical infrastructure. For our legacy on premise, LearningExpress' employs two concurrent data centers with failover capabilities in the event that one of the sites experiences an outage. LearningExpress' on-premise data centers are protected with uninterruptable power supplies, fire suppression systems and limited access only to personnel necessary for the ongoing operation of the data centers.
LearningExpress continuously monitors service availability. The current status can be found

here: <https://status.ebsco.com/>

- d. Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing:
LearningExpress contracts third party penetration testing on an annual basis. In addition, vulnerability scans are conducted through an automated code deployment pipeline. Our production environment is scanned continuously. We employ a managed 24/7 security operations team to continuously monitor our environment. LearningExpress regularly applies security updates to our environment following our comprehensive vulnerability management process. These updates are done on a rolling basis using a Scaled Agile Framework for Enterprises (SAFe).

Organizational measures are reviewed twice annually, through an internal audit as well as an external audit conducted on an annual basis by accredited third party auditors. In addition, regular access reviews to sensitive data and systems are conducted on a regular basis.

LearningExpress continually evaluates the security of its network and associated Services to determine whether additional or different security measures are required to respond to security risks or findings generated by periodic reviews.

- e. Measures for the protection of data during transmission:
All data is encrypted in transit using TLS, both from the users' browser to the applications as well as data in transit between LearningExpress systems and subprocessors.
- f. Measures for the protection of data during storage:
Personal Data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256). All data storage is isolated from the public internet by a dedicated firewall to ensure only LearningExpress personnel can access the database.
- g. Measures for ensuring system configuration, including default configuration:
Standardized system configurations are enforced through automated code deployment pipelines where appropriate.
- h. Measures for internal IT and IT security governance and management:
LearningExpress' Governance Risk and Compliance (GRC) Team maintains the LearningExpress Information Security and Privacy Management system (ISPMS). The ISPMS is continuously monitored and improved to conform to or exceed the standards required by ISO 27001, ISO 27701, ISO 27017, and ISO 27108. The LearningExpress ISPMS is comprised of the ISMS-Information Security Management System and PIMS-Privacy Information Management System. External and internal audits of the ISPMS are performed on an annual basis. Security logs are monitored continuously.
- i. Measures for certification/assurance of processes and products:
In addition to the measures for internal IT management and IT security governance above, regular, mandatory training is delivered through an online learning platform to ensure all staff are familiar with their responsibilities and up to date with policies and procedures. Clear processes are in place to manage security related incidents and to liaise with law enforcement if required.

- j. Measures for ensuring data minimization:
LearningExpress follows best practices for minimizing data attributes to only those needed to perform required functions and allow its customers and user patrons the ability to extend the minimum default data set if required.
- k. Measures for ensuring data quality:
Institutions and end users have the ability to review and update their information through a self-service module, or through contacting LearningExpress according to the Privacy Policy. Where applicable, data validation controls are implemented in our environment.

2. Logical access controls:

- a. Measures for user identification and authorization:
A small number of the LearningExpress Team with responsibilities for administering and supporting the system have access to the production environment and databases. This is strictly controlled by role and requires two-factor authentication to gain access.

Customer Administrator access to end user data is only possible through using an LearningExpress admin administrator account. Only personnel designated by the customer and a small number of LearningExpress' privileged users have access to this information.

Customers have the ability to set up different authentication options. Options include, but are not limited to, integration through Single Sign On (SSO) using SAML 2.0, username and password, IP whitelist authentication, patron ID, Google Campus Activated Subscriber Access (CASA), Universal CASA and Cookies.

3. Secure media disposal controls:

- a. Measures for ensuring limited data retention:
It is vital that personal data stored within LearningExpress' systems meets the requirements for data privacy and protection and part of that is ensuring personal data is not retained beyond what is necessary for the defined purpose.

In many cases, LearningExpress allows the ability for customers to anonymize end user data by pseudonymized SSO configuration or removing the option for User Patrons to personalize.

- b. Measures for allowing data portability and ensuring erasure:
Upon request or through the self-service module, LearningExpress customers can extract Database Usage Reports, Interface Usage Reports, Link Activity Reports, Login Usage Report and Title Usage Reports. This data can also be obtained upon request at contract termination, or at any time through LearningExpress admin.

4. Logging Controls:

- a. Measures for ensuring events logging:

LearningExpress allows customers to view database usage reports, interface usage reports, link activity reports, login usage reports and title usage reports through LearningExpress admin.

LearningExpress employs Security Information and Event Management (SIEM) logs across our resources. These logs are monitored internally by our information security team and 24/7 managed security operations center (SOC). No customer action is required, and customers do not have access to these internal logs.

5. Personnel Controls:

Contracts for new staff and the onboarding process emphasize individual responsibilities for information security and the potential penalties for misuse. Staff resignations trigger an automated process to ensure access rights to LearningExpress' systems are revoked in a timely fashion.

The IT Acceptable Use Agreement covers the acceptable use of LearningExpress' information assets. It is issued to both permanent and contract staff and forms part of the induction for new starters.

Security awareness training is delivered through LearningExpress' online training platform. It is delivered at least annually and is mandatory for all employees.

6. Physical security and environmental controls:

- a. Measures for ensuring physical security of locations at which personal data are processed:
LearningExpress is committed to ensuring the safety of its employees, contractors and assets and takes the issue of physical security very seriously. LearningExpress has a comprehensive set of physical security controls which ensure that its data centers and offices are sufficiently protected. Access to data centers is limited only to necessary personnel, and all access is logged and reviewed for abnormalities.

LearningExpress also contracts with AWS for the processing of customer data. AWS provides world class security within their hosted data centers. For more information on physical security in AWS hosted environments see: <https://aws.amazon.com/compliance/data-center/controls/>.

Schedule III

List of Subprocessorsors

MODULE TWO: Transfer controller to processor

The controller has been notified of the use of the subprocessors linked below may be utilized at the time of contract execution. For an updated list of subprocessors, please see <https://legal.ebsco.com/sub-processors>.

BlueRecruit Terms and Conditions and Privacy Policy

Terms and Conditions

These terms and conditions govern your use of the BlueRecruit and its affiliated products, (“BlueRecruit”, “BlueCareer”, and “Booker”) website and any associated services. By accessing or using our website, you agree to be bound by these terms and conditions. If you disagree with any part of these terms and conditions, please do not use our website.

User Conduct

Users are prohibited from engaging in activities such as posting defamatory content, infringing on intellectual property rights, spamming, using automated systems to interact with the platform, and any other activity that disrupts the functioning of the website.

Intellectual Property

All content provided on the platform, including text, graphics, logos, and images, is the property of BlueRecruit, BlueCareer and Booker or its licensors and is protected by copyright and trademark laws. Users may not use, reproduce, or distribute any content without prior written permission.

Limitation of Liability

BlueRecruit, BlueCareer and Booker does not warrant the accuracy, completeness, or usefulness of any information on the platform. Users rely on such information at their own risk.

Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. Any disputes arising from these terms shall be resolved in the courts of Texas.

Subscription Services

BlueCareer by BlueRecruit offers monthly and annual subscription services. By subscribing, you agree to the following terms:

1. **Refunds:** We do not provide refunds for subscription fees. All charges are non-refundable.
2. **Cancellation:** To avoid being charged for the next billing period, you must cancel your subscription prior to the renewal date.

3. **Age Recommendation:** Our services are recommended for individuals aged 14 and above. Parents or guardians are encouraged to supervise minors' use of our platform due to the presence of YouTube and Instagram content. While YouTube content is available in the platform, a user must have access to an Instagram account to view any content on Instagram.
4. **No Guarantee of Employment:** BlueCareer by BlueRecruit does not guarantee employment opportunities or compensation. We provide a platform for connecting users with potential opportunities, but we do not guarantee outcomes or pay.
5. **Third-party Content:** We may highlight products and individuals on our platform, but we do not own or control their content. We are not liable for any information, services, or experiences users have with these products and individuals.

BlueRecruit offers monthly and annual subscription services to employers. By subscribing, you agree to the following terms:

1. **Refunds:** We do not provide refunds for subscription fees. All charges are non-refundable.
2. **Cancellation:** To avoid being charged for the next billing period, you must cancel your subscription prior to the renewal date.
3. **No Guarantee of Employment:** BlueRecruit does not guarantee that open roles will be filled by the job seekers on our platform. We provide a platform for connecting users with potential opportunities, but we do not guarantee outcomes. If you would like to receive assistance in best practices, you can contact support@bluerecruit.us.
4. **Third-party Content:** We may highlight products and individuals on our platform, but we do not own or control their content. We are not liable for any information, services, or experiences users have with these products and individuals.

Messaging Terms & Conditions

General

When you opt-in to the service, we will send you a message to confirm your signup.

By opting into messages, you agree to receive recurring automated marketing and informational text messages from BlueRecruit for BlueRecruit. Automated messages may be sent using an automatic telephone dialing system to the mobile telephone number you provided when signing up or any other number that you designate.

Message frequency varies, and additional mobile messages may be sent periodically based on your interaction with BlueRecruit. BlueRecruit reserves the right to alter the frequency of messages sent at any time to increase or decrease the total number of sent messages. BlueRecruit also reserves the right to change the short code or phone number where messages are sent.

Message and data rates may apply. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. Your wireless provider is not liable for delayed or undelivered messages.

Your consent to receive marketing messages is not a condition of purchase.

Carriers

Carriers are not liable for delayed or undelivered messages.

Cancellation

You can cancel any time by texting “STOP”. After you send the SMS message “STOP”, we will send you a message to confirm that you have been unsubscribed and no more messages will be sent. If you would like to receive messages from BlueRecruit again, just sign up as you did the first time and BlueRecruit will start sending messages to you again.

Info

For support regarding our services, email us at support@bluerecruit.us.

Transfer of Number

You agree that before changing your mobile number or transferring your mobile number to another individual, you will either reply “STOP” from the original number or notify us of your old number at support@bluerecruit.us. The duty to inform us based on the above events is a condition of using this service to receive messages.

Amendments & Resolution

We also reserve the right to update our policies and terms at any time. Such changes will be effective immediately upon posting. Your continued enrollment following such changes shall constitute your acceptance of such changes.

Any disputes arising from these terms and conditions or the use of the platform will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

If you have any questions or concerns, please contact us at support@bluerecruit.us.

Privacy Policy

At Blue Recruit Inc. (“BlueRecruit”), accessible from <https://bluerecruit.us>, <https://app.bluerecruit.us>, and <https://app.bluecareer.us>, one of our main priorities is the privacy of our visitors. This Privacy Policy document contains types of information that is collected and recorded by BlueRecruit and its affiliated products, (“BlueRecruit”, “BlueCareer”, and “Booker”) and how we use it.

If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us at contact@bluerecruit.us

This Privacy Policy applies only to our online activities and is valid for visitors to our website with regards to the information that they shared and/or collect in BlueRecruit. This policy is not applicable to any information collected offline or via channels other than this website.

Log Files

BlueRecruit follows a standard procedure of using log files. These files log visitors when they visit websites. All hosting companies do this and a part of hosting services' analytics. The information collected by log files include internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analyzing trends, administering the site, tracking users' movement on the website, and gathering demographic information.

Cookies and Web Beacons

Like any other website, BlueRecruit uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information. We use session cookies to keep you logged in while navigating our website and persistent cookies to remember your preferences for future visits.

Google DoubleClick DART Cookie

Google is one of a third-party vendor on our site. It also uses cookies, known as DART cookies, to serve ads to our site visitors based upon their visit to www.website.com and other sites on the internet. However, visitors may choose to decline the use of DART cookies by visiting the Google ad and content network Privacy Policy at the following URL

– <https://policies.google.com/technologies/ads>

Third-party ad servers or ad networks uses technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on BlueRecruit, which are sent directly to users' browser. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their advertising campaigns and/or to personalize the advertising content that you see on websites that you visit.

Third Party Privacy Policies

BlueRecruit's Privacy Policy does not apply to other advertisers or websites that we may refer you to from our website. Thus, we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt-out of certain options.

We may share your data with third-party providers who perform services on our behalf, such as payment processing, data analysis, email delivery, hosting services, customer service, and marketing assistance. To view the full list of our sub-processors, [click here](#).

You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers' respective websites.

CCPA Privacy Rights (Do Not Sell My Personal Information)

Under the CCPA, among other rights, California consumers have the right to:

- Request that a business that collects a consumer's personal data disclose the categories and specific pieces of personal data that a business has collected about consumers.
- Request that a business delete any personal data about the consumer that a business has collected.
- Request that a business that sells a consumer's personal data, not sell the consumer's personal data.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us at support@bluerecruit.us.

GDPR Data Protection Rights

We would like to make sure you are fully aware of all of your data protection rights. Every user is entitled to the following:

- The right to access – You have the right to request copies of your personal data. We may charge you a small fee for this service.
- The right to rectification – You have the right to request that we correct any information you believe is inaccurate. You also have the right to request that we complete the information you believe is incomplete.
- The right to erasure – You have the right to request that we erase your personal data, under certain conditions.
- The right to restrict processing – You have the right to request that we restrict the processing of your personal data, under certain conditions.
- The right to object to processing – You have the right to object to our processing of your personal data, under certain conditions.
- The right to data portability – You have the right to request that we transfer the data that we have collected to another organization, or directly to you, under certain conditions.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us at support@bluerecruit.us.

Children's Information

Another part of our priority is adding protection for children while using the internet. We encourage parents and guardians to observe, participate in, and/or monitor and guide their online activity.

BlueRecruit does not knowingly collect any Personal Identifiable Information from children under the age of 14. If you think that your child provided this kind of information on our website,

we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.

BlueRecruit requires that all registered users are at least 16 years old and BlueCareer users are at least 14 years old and/or have parental consent.

The Information We Collect

On BlueRecruit, we collect the bare minimum information to get you connected with an employer: your name, location, contact information (email, phone), and your certifications. Our deep pool of employers are looking for great, qualified, motivated candidates and this information helps them learn more about you and contact you.

On BlueCareer, we will collect your email address require a password in order to authenticate your access and display any saved progress or resources upon login.

We also, from time to time, we do transfer **anonymized** data to schools, libraries, non-profits, for-profits, and state and local governments to help them better understand the employment picture. No personal data will ever be shared unless you have opted into having it shared with an organization.

You can access and update your personal information through your account settings. If you need assistance, please contact us at support@bluerecruit.us.

We retain your personal data for as long as your account is active or as needed to provide you services. We may also retain and use your data to comply with legal obligations, resolve disputes, and enforce our agreements.

How We Protect your Privacy

We understand that your privacy is paramount, so we design privacy into technology. We use industry-leading technologies and well-respected partners to ensure your data is always protected. We store personal data in encrypted databases and ensure it is encrypted when it is in motion. We employ secure socket layer (SSL) technology to protect your data in transit and standard encryption methods when your data is at rest.

How Employment Data is Shared

At BlueRecruit, we value your privacy and are committed to protecting your personal information. This section explains how we collect, use, and disclose the hiring data provided to us by companies. By using our services at no cost, you consent to the collection and use of your information as described in this policy.

Libraries: Libraries will have access to anonymized and collective data for their library members who have been hired through BlueRecruit. We will provide libraries with information such as the number of people hired collectively by their trade and the average pay given by trade. However, libraries will never be able to see your company name, the job seeker's name, or your individual company's job offers. This ensures the privacy and confidentiality of all parties involved.

Non-profits: Similar to libraries, non-profits will have access to anonymized and collective data. However, they may receive more localized information, including pay and trade by zip code. As with libraries, non-profits will not have access to specific company names, job seeker identities, or individual job offers.

Workforce Development Organizations and Schools: Workforce development organizations and schools will be able to view information at the individual job seeker's level. However, we will not share any of your company's information unless you provide it to us and the job seeker is hired. If the job seeker has dropped out of your interviewing process and not been hired, your company's information will never be visible to the organization. Once the job seeker is hired, we will display your company name, pay, the job title of your new hire, the BlueRecruit user, and their contact information that provided the hiring data.

Purpose of Data Sharing: We display this information because any organization that wishes to maintain their accreditation or receive federal funding must track their graduates' employment history for 1 to 5 years. Schools often spend significant resources to gather this data, and by sharing it with us, you help save them precious dollars that can be reinvested into hiring more instructors and expanding their curriculum. The data you provide will only be shared for internal and accreditation reporting purposes and will never be publicly shared.

Security Measures: We take the security of your data seriously and have implemented measures to protect it from unauthorized access, disclosure, alteration, and destruction. We use industry-standard encryption technologies to safeguard your information during transmission and storage.

EXHIBIT A – REQUIRED DOCUMENTS

*Note: In order to sign the following documents electronically and insert an authorized signature into the PDF, you will need to use the **latest version of Adobe Reader**. Be aware that such a signature will have the full legal force of a handwritten signature under Texas law. Additionally, all documents with company name and authorized/contact person, and their title with the company, must be identical and match the W-9 with the company's legal name. Documents with different company names may be considered non-responsive.*

- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT'S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- WORKERS COMPENSATION REQUIREMENTS
- CERTIFICATION REGARDING LOBBYING FORM
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)* (If vendor has any exceptions to the RFP terms & conditions or special requirements, they must be included with the RFP submittal in order to be considered)
- NON COLLUSION AFFIDAVIT
- CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ *(if applicable)*
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM *(Vendor to sign form if applicable to telecommunications)*
- AUTHORIZED NEGOTIATOR
- RESIDENT / NONRESIDENT BIDDER PROVISIONS
- VENDOR DATA SHEET & W-9 FORM

BRAZORIA COUNTY RESPONDENT CERTIFICATION FORM

EBSCO Information Services, LLC

LEGAL NAME OF CONTRACTING COMPANY

86-3370771 * 63-6014186 **

FEDERAL I.D. # (Company or Corporation)

FCNUXYEM9AE9

SAM.GOV UEI NUMBER

978-356-6500

TELEPHONE NUMBER

11-807-0086

DUN & BRADSTREET D-U-N-S NUMBER

978-356-6565

FACSIMILE NUMBER

Alex Saltzman

CONTACT PERSON

Senior Vice President of Inside Sales

TITLE

10 Estes Street

COMPLETE MAILING ADDRESS

Ipswich, MA

CITY & STATE

01938

ZIP CODE

10 Estes Street

COMPLETE STREET ADDRESS

Ipswich, MA

CITY & STATE

01938

ZIP CODE

asaltzman@ebSCO.com cc: rfpaalerts@ebSCO.com

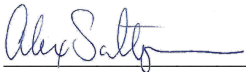
EMAIL ADDRESS

*EBSCO Information Services, LLC disregarded entity tax ID

**EBSCO Industries, Inc. parent company tax ID

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid Table. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.



SIGNATURE

"must be authorized to execute on behalf of company"

March 2nd, 2026

DATE

Alex Saltzman

Typewritten or Printed Name

Senior Vice President of Inside Sales

Title

BRAZORIA COUNTY BIDDER/RESPONDENT'S AFFIRMATION

This form must be completed, signed, and returned by Bidder/Respondent

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Respondent affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Respondent hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.0276 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

☒ Does not own taxable property in Brazoria County.

☒ Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

BIDDER/RESPONDENT'S SDNs/BLOCKED PERSONS AFFIRMATION

Pursuant to §2155.077 of the Texas Government Code and subject to Brazoria County Court Order No. 19 of August 9, 2005, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

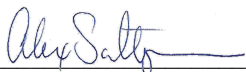
☒ Is not excluded from doing business at the federal level.

☒ Is not listed as Specially Designated Nationals (SDNs)/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Respondent Company Name EBSCO Information Services, LLC

Signature of Company Official  Date March 2nd, 2026

Company Official
(Printed Name) Alex Saltzman

Official's Position Senior Vice President of Inside Sales

WORKERS' COMPENSATION REQUIREMENTS

BIDDER/RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede all other Requirements where applicable.

Workers' Compensation Insurance Coverage

A. Definitions

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity with furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

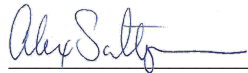
- B.** The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C.** The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D.** If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E.** The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F.** The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G.** The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H.** The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I.** The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, base on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and

- (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificated of coverage on file for the duration of the project and for one (1) year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew of should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (9.1) - (9.7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier of, or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administration penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provision is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

If awarded a contract for RFP #26-07, by my signature below, I certify that I will provide workers' compensation insurance coverage for each employee employed on this project. I also certify that each of my subcontractors will also provide workers compensation for each employee employed on this project.



SIGNATURE

Alex Saltzman

Typewritten or Printed Name

March 2nd, 2026

DATE

Senior Vice President of Inside Sales

Title

Please see the COI we have provided on the following pages.

We can provide more information about our insurance coverage upon request.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Valent Group, LLC 3500 Blue Lake Drive Suite 120 Birmingham AL 35243	CONTACT NAME: Adrienne Lamon PHONE (A/C, No, Ext): (205) 262-2700 E-MAIL ADDRESS: alamon@valentgroup.com FAX (A/C, No): (205) 262-2701
INSURED EBSCO Industries, Inc. EBSCO Information Services, LLC (See Description of Operations) P.O. Box 1943 Birmingham AL 35201	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property & Casualty Co of America INSURER B: The Charter Oak Fire Insurance Company INSURER C: Travelers Casualty and Surety Company INSURER D: Endurance American Specialty Insurance Company INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** * 25/26 EIS**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GL Ded: \$250,000 ☒ Printers E&O Ded: \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	TC2JGLSA-9D909462-TIL-25	10/15/2025	10/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Printers E&O \$ 1,000,000	
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	TC2JCAP-9D909474-TIL-25	10/15/2025	10/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability Deductible \$ \$500,000	
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-7S137226-25-NF	10/15/2025	10/15/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	Y	TWXJUB-9D911955-TIL-25	10/15/2025	10/15/2026	☒ PER STATUTE ☐ OTH-ER SIR - \$500,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Comp - Per Statute & Employer Liability (AOS) SIR \$500,000		Y	UB-1L339839-25-51-K	10/15/2025	10/15/2026	E.L. Each Accident \$1,000,000 E.L. Disease - Each EE \$1,000,000 E.L. Disease - Policy Lmt \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured Includes: EBSCO Information Services

RE: RFP# 26-07

Brazoria County is included as Additional Insured with respect to the General Liability and Auto Liability when required by written contract. Waiver of Subrogation applies with respect to the General Liability, Auto Liability, and Workers Compensation when required by written contract. 30 day Notice of Cancellation applies to the General Liability, Auto Liability, and Workers Compensation when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Brazoria County 237 E. Locust Street Suite 401 Angleton TX 77515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL COVERAGES

Ref # C	Description WC (Per Statute) & EL (AZ,MA,NE,NV,WI)-Pol# UB-9K299627 - 10/15/25 - 10/15/26				Coverage Code WC/EL	Form No.	Edition Date
Limit 1 \$1,000,000	Limit 2 \$1,000,000	Limit 3 \$1,000,000	Deductible Amount \$500,000	Deductible Type SIR	Premium		
Ref # D	Description Cyber / PL / Tech E&O - Pol# ANP30085074700 - 4/15/25- 4/15/26				Coverage Code CYB-PL	Form No.	Edition Date
Limit 1 \$5,000,000	Limit 2 \$5,000,000	Limit 3	Deductible Amount \$2,000,000	Deductible Type SIR	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

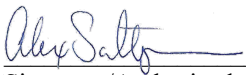
CERTIFICATION REGARDING LOBBYING

Certifications For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed within this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature/Authorized Certifying Official

Alex Saltzman, Senior Vice President of Inside Sales

Typed Name and Title

EBSCO Information Services, LLC

Applicant / Organization

March 2nd, 2026

Date Signed

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	Report Type: _____ a. initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Alex Saltzman</u> Print Name: <u>Alex Saltzman</u> Title: <u>SVP of</u> Inside Sales Telephone No.: <u>978-356-6500</u> Date: <u>3/2/2026</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Note: If this form is not applicable to your company, please mark the form N/A and sign the highlighted signature field above.

**VENDOR TO INSERT EXCEPTIONS TO
STANDARD TERMS & CONDITIONS & SPECIAL
REQUIREMENTS HERE (IF APPLICABLE)**

_____ Company **does not** have exceptions *(If applicable, check here)*

Or

 X Company does have exceptions *(If applicable, check here and list exceptions here for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.)*

Please review the red-lined terms and conditions provided below. EBSCO asks that Brazoria consider these minor exceptions, and advise on their acceptance or rejection. EBSCO requests the opportunity to negotiate exceptions prior to any disqualification.

Exceptions

RFP #26-07 E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY

1.0 THE CONTRACT:

The Contract consists of all documents included in this Request for Proposal Number 26-07, as well as addenda issued prior to execution of the Contract and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract. Brazoria County may make partial or complete awards to one or more vendors (if applicable) whichever is in the best interest of the County.

EBSCO's Response: Please note that EBSCO has included all of our applicable license agreements and service level agreements within our response, that we ask to be included and signed as part of any resulting contract. We also request that these license agreements be incorporated into any final Contract Sheet.

This includes the following agreements:

- EBSCO's Standard License Agreement
- EBSCO's Service Level Agreement for Availability
- EBSCO's Service Level Agreement for Technical Support Services
- EBSCO's Library eContent Agreement
- EBSCO's License Agreement for Archives
- EBSCO's License Agreement for LibraryAware
- EBSCO's License Agreement for NovelList Select
- EBSCO's License Agreement for LearningExpress
- EBSCO's LearningExpress Service Level Agreement for Availability
- BlueRecruit Terms and Conditions and Privacy Policy
- MyHeritage Terms and Conditions
- Rosetta Stone Enterprise License Agreement

12.0 INSURANCE REQUIREMENTS

Vendor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Vendor, name of insurance company, policy number, term of coverage and limits of coverage.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Vendor.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Vendor shall require that any and all subcontractors that are not protected under the Vendor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Vendor and provide written proof of such insurance to Vendor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy.

Vendor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

~~In the event that the insurance is renewed during the duration of the contract, Vendor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Vendor shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.~~

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein.

EBSCO's Response: Please strike as indicated. The insurer cannot promise that COIs will be issued a full 30 days prior to renewal. Most of the time, they are issued the day before, on 10/14. Also, EBSCO's insurers will not provide notice for "reduction in the limit of liability" as EBSCO's insurers will only issue notices for cancellation. EBSCO is happy to provide an updated COI to customers upon receipt of written request.

~~19.0 BACKGROUND CHECKS AND NON-DISCLOSURE AGREEMENTS:~~

~~It is the policy of the County that contractor employees and subcontractors that will complete work in sensitive areas on Brazoria County property be subject to a criminal background check. The County reserves the right to determine a sensitive area and the appropriateness of a criminal background check for any contractor employee or subcontractor.~~

~~Non-Disclosure Agreements (NDA) may also be required by Brazoria County. NDAs will be provided to contractor employees and any subcontractors by the Purchasing Department and must be signed and returned in a time frame determined by Purchasing Department~~

EBSCO's Response: EBSCO will not be on the customer's property, so we believe this clause to be non-applicable as it relates to this RFP. Please note that EBSCO does not agree to submit its employees to customer background checks. EBSCO does conduct background checks prior to hiring, but we do not share those results with customers.

Standard Terms and Conditions

5. CONTRACT: The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, all well as all other documents included in the Request for Proposal Number 26-07 as stated in the Request for Proposal Package Checklist, **the applicable EBSCO License Agreements**, and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No invoices will be paid prior to acceptance of Contract by Brazoria County. ~~No different or additional terms will become a part of this Contract, except as agreed upon by all parties hereto.~~

EBSCO's Response: Please include specific reference to the applicable EBSCO License Agreements, as these need to be included as well. Please also strike the line as indicated. Publishers may impose their own restrictions on their content, which will be displayed in the copyright statement accompanying the content being used. Customers and end users must abide by any such additional terms of use imposed by Publishers.

~~6. INTERLOCAL PARTICIPATION: It is hereby made a precondition of any offer for a Contract for supplies or services and a part of these specifications, that the submission of any offer in response to this request constitutes an offer made under the same conditions, for the same price, and for the same effective period as this offer, to any other governmental entity having an interlocal agreement with Brazoria County.~~

~~6.1 It is further understood, that any other governmental entity that elects to use a Brazoria County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.~~

EBSCO's Response: Please strike. EBSCO does not agree to these terms.

15. INDEMNIFICATION: The successful Respondent (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, Directors, officials, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright, **with the exception of infringement claims arising out of the County's unauthorized use of the third party content**; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

15.1 Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, employees, subcontractors, or any employees or agents of subcontractors, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.

15.2 Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

EBSCO's Response: Please include this clarifying language, as EBSCO does not agree to indemnify for infringement claims arising out of the customer/end user's unauthorized use of the content.

18. TESTING: All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately terminate any Contract found not to be in

compliance with governing specifications as a result of testing by the County **if it is not cured within thirty (30) days of Contractor's receipt of notice regarding said nonconformity.**

EBSCO's Response: To the extent this section is applicable, please add this additional language to comply with EBSCO's termination and cure policies.

20. TERMINATION OF CONTRACT:

Termination with Cause:

"Upon written notice ~~to the Contractor~~ of a defect or breach of this Agreement, ~~Contractor the breaching party~~ has ~~five (5)~~ thirty (30) business days to cure any defect(s) or breach(es) cited in said notice. If ~~Contractor the breaching party~~ fails to cure the defect(s) or breach(es) within the ~~five (5)~~ thirty (30) business days allowed, ~~Brazoria County the non-breaching party~~ may terminate this Agreement. Nevertheless, ~~Brazoria County the non-breaching party~~ reserves the right to provide written notice to the ~~Contractor breaching party~~ that this Agreement shall continue if ~~Contractor the breaching party~~ has in good-faith commenced efforts to cure said defect(s) or breach(es) and ~~Contractor the breaching party~~ agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

EBSCO's Response: EBSCO requires this provision be made mutual. Changes have been made throughout to make this section mutual and comply with EBSCO's termination and cure policies.

25. CONTRACTOR'S LIABILITY: The Contractor shall be responsible for all **direct** damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

25.1 When or where any direct ~~or indirect~~ damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

EBSCO's Response: Please add "direct" where indicated, as EBSCO only agrees to pay direct costs. Please also strike where indicated. As above, EBSCO only agrees to pay direct costs.

28. ASSIGNMENT: ~~Except for an assignment to a parent company or affiliate, Contractor shall not neither party may sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County the other party.~~

EBSCO's Response: EBSCO requests this provision be made mutual, and include the additional language added to comply with EBSCO's assignment policies.

31. RIGHT TO AUDIT: At any time during the term of this Contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. **Such audit shall be upon reasonable written request, no less than forty-five (45) days and shall not be requested more than once per year.** If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful respondent's expense within two (2) weeks of written request.

EBSCO's Response: Please include this additional language to comply with EBSCO's audit policies.

~~**32. BID BOND:** If required by the County, all respondents must submit with bid, a Bid Bond for at least five percent (5%) of the total bid price, if the bid exceeds \$100,000 in Contract price or if the Contract includes construction of public work. Such Bid Bond issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, is a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Instructions/Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required.~~

EBSCO's Response: Please strike. EBSCO does not agree to these terms.

~~**33. PERFORMANCE AND PAYMENT BONDS:** In the event the total accepted proposal price exceeds \$25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds \$100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.~~

EBSCO's Response: Please strike. EBSCO does not agree to these terms.

NON-COLLUSION AFFIDAVIT

THE STATE OF TEXAS

OWNER Brazoria County

Before me, the undersigned authority, on this day personally appeared Alex Saltzman, SVP of Inside Sales
who being by me duly sworn upon oath says: that he is duly qualified and authorized to make this affidavit for and on behalf of
EBSCO Information Services, LLC ("Contractor"), of and is fully cognizant of the fact herein set out: that Contractor has
not, either directly or indirectly, entered into any agreement with OWNER in any collusion: or otherwise taken any action in restraint
of free competitive bidding in connection with the contract for the above referenced project.



	<u>Alex Saltzman</u>	<u>Senior Vice President of Inside Sales</u>
Name		Title

SWORN TO AND SUBSCRIBED BEFORE ME by the said Alex Saltzman, SVP of Inside Sales, this 26th day of
March, 2026, to certify which witness my hand and seal of office.



NOTARY PUBLIC in and for

State of Massachusetts

Printed Name: Alycia M Fish

My Commission Expires: 11/19/32



CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

EBSCO Information Services, LLC

- 2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A - EBSCO has no existing relationship with a local officer

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A - EBSCO does not have an existing relationship with a local officer

- 6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

March 2nd, 2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS GOVERNMENT CODE 552, SUBCHAPTER J

ACKNOWLEDGEMENT FORM

**Respondent acknowledges having read and understood the following law,
effective January 1, 2020**



SIGNATURE

“must be authorized to execute on behalf of company”

March 2nd, 2026

DATE

Alex Saltzman

Typewritten or Printed Name

Senior Vice President of Inside Sales

Title

SUBCHAPTER J. ADDITIONAL PROVISIONS RELATED TO CONTRACTING INFORMATION

Sec. 552.371. CERTAIN ENTITIES REQUIRED TO PROVIDE CONTRACTING INFORMATION TO GOVERNMENTAL BODY IN CONNECTION WITH REQUEST. (a) This section applies to an entity that is not a governmental body that executes a contract with a governmental body that:

(1) has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body; or

(2) results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body in a fiscal year of the governmental body.

(b) This section applies to a written request for public information received by a governmental body that is a party to a contract described by Subsection (a) for contracting information related to the contract that is in the custody or possession of the entity and not maintained by the governmental body.

(c) A governmental body that receives a written request for information described by Subsection (b) shall request that the entity provide the information to the governmental body. The governmental body must send the request in writing to the entity not later than the third business day after the date the governmental body receives the written request described by Subsection (b).

(d) Notwithstanding Section [552.301](#):

(1) a request for an attorney general's decision under Section [552.301](#)(b) to determine whether contracting information subject to a written request described by Subsection (b) falls within an exception to disclosure under this chapter is considered timely if made not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(2) the statement and copy described by Section [552.301](#)(d) is considered timely if provided to the requestor not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(3) a submission described by Section [552.301](#)(e) is considered timely if submitted to the attorney general not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b); and

(4) a copy described by Section [552.301](#)(e-1) is considered timely if sent to the requestor not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b).

(e) Section [552.302](#) does not apply to information described by Subsection (b) if the governmental body:

- (1) complies with the requirements of Subsection (c) in a good faith effort to obtain the information from the contracting entity;
- (2) is unable to meet a deadline described by Subsection (d) because the contracting entity failed to provide the information to the governmental body not later than the 13th business day after the date the governmental body received the written request for the information; and
- (3) if applicable and notwithstanding the deadlines prescribed by Sections [552.301](#)(b), (d), (e), and (e-1), complies with the requirements of those subsections not later than the eighth business day after the date the governmental body receives the information from the contracting entity.

(f) Nothing in this section affects the deadlines or duties of a governmental body under Section [552.301](#) regarding information the governmental body maintains, including contracting information.

Sec. 552.372. BIDS AND CONTRACTS. (a) A contract described by Section [552.371](#) must require a contracting entity to:

- (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;
- (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and
- (3) on completion of the contract, either:
 - (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or
 - (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

(b) Unless Section [552.374](#)(c) applies, a bid for a contract described by Section [552.371](#) and the contract must include the following statement: "The requirements of Subchapter J, Chapter [552](#), Government Code, may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

(c) A governmental body may not accept a bid for a contract described by Section [552.371](#) or award the contract to an entity that the governmental body has determined has knowingly or intentionally failed to comply with this subchapter in a previous bid or contract described by that section unless the governmental body determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of this subchapter.

Sec. 552.373. NONCOMPLIANCE WITH PROVISION OF SUBCHAPTER. A governmental body that is the party to a contract described by Section [552.371](#) shall provide notice to the entity that is a party to the contract if the entity fails to comply with a requirement of this subchapter applicable to the entity. The notice must:

- (1) be in writing;
- (2) state the requirement of this subchapter that the entity has violated; and
- (3) unless Section [552.374](#)(c) applies, advise the entity that the governmental body may terminate the contract without further obligation to the entity if the entity does not cure the violation on or before the 10th business day after the date the governmental body provides the notice.

Sec. 552.374. TERMINATION OF CONTRACT FOR NONCOMPLIANCE. (a) Subject to Subsection (c), a governmental body may terminate a contract described by Section [552.371](#) if:

- (1) the governmental body provides notice under Section [552.373](#) to the entity that is party to the contract;
 - (2) the contracting entity does not cure the violation in the period prescribed by Section [552.373](#);
 - (3) the governmental body determines that the contracting entity has intentionally or knowingly failed to comply with a requirement of this subchapter; and
 - (4) the governmental body determines that the entity has not taken adequate steps to ensure future compliance with the requirements of this subchapter.
- (b) For the purpose of Subsection (a), an entity has taken adequate steps to ensure future compliance with this subchapter if:
- (1) the entity produces contracting information requested by the governmental body that is in the custody or possession of the entity not later than the 10th business day after the date the governmental body makes the request; and
 - (2) the entity establishes a records management program to enable the entity to comply with this subchapter.
- (c) A governmental body may not terminate a contract under this section if the contract is related to the purchase or underwriting of a public security, the contract is or may be used as collateral on a loan, or the contract's proceeds are used to pay debt service of a public security or loan.

Sec. 552.375. OTHER CONTRACT PROVISIONS. Nothing in this subchapter prevents a governmental body from including and enforcing more stringent requirements in a contract to increase accountability or transparency.

Sec. 552.376. CAUSE OF ACTION NOT CREATED. This subchapter does not create a cause of action to contest a bid for or the award of a contract with a governmental body.

Added by Acts 2019, 86th Leg., R.S., Ch. 1216 (S.B. [943](#)), Sec. 9, eff. January 1, 2020.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM

(Vendor to sign form if applicable to telecommunications)

The undersigned vendor hereby represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system.

Additionally, the undersigned vendor hereby represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

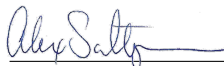
Further, per 2 CFR 200.216 (b) & (c)

(b) As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

EBSCO Information Services, LLC

COMPANY NAME



SIGNATURE OF COMPANY REPRESENTATIVE

Alex Saltzman

PRINTED NAME

Senior Vice President of Inside Sales

TITLE

March 2nd, 2026

DATE

AUTHORIZED NEGOTIATOR

If your company is selected to enter into negotiations with the County, please list the name and contact information for the individual or individuals that will be negotiating a possible contract on behalf of your company.

Name: Alex Saltzman

Title: Senior Vice President of Inside Sales

Email Address: asaltzman@ebsco.com

Phone Number: 1-978-414-0309

Name:

Title:

Email Address:

Phone Number:

Please see the Authorization Letter we have included within this Exhibit A response. This Letter can be found on the next page.

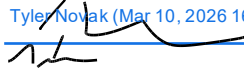
EBSCO Information Services

March 10, 2026

To Whom It May Concern:

I, Tyler Novak, duly elected Secretary of EBSCO Information Services, LLC (the “Company”), do hereby state that the following individuals are duly appointed officers of the Company and they are authorized to act on behalf of the Company, in the capacity of the office which they hold, including but not limited to signing agreements and contracts in the daily business of the Company:

Name	Office
Allen Powell	President
Sam Brooks	Vice President
Alex Saltzman	Vice President
Bowen Thagard	Vice President


Tyler Novak (Mar 10, 2026 16:55:46 CDT)

Tyler Novak
Secretary
EBSCO Information Services, LLC

RESIDENT / NONRESIDENT BIDDER PROVISIONS

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” proposer is a person whose principle place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principle place of business in Texas.

A “nonresident” proposer is a person who is not a Texas resident. Please indicate the status of your company as a “resident” proposer or a “nonresident” proposer under these definitions.

Please check (✓) one of the following:

- ☐ I certify that my company is a **Resident Proposer**.
- ☒ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company’s principle place of business is located):

EBSCO Information Services, LLC

Company Name
5724 Highway 280 E

Address
Birmingham

City
AL

State
35242

Zip Code

- A. Does your resident state require a proposer whose principle place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☒ No

- B. What is the prescribed amount of percentage? \$ N/A or _____%

EBSCO

Information Services

March 24, 2026

Susan Serrano, CPPO, CPPB
Purchasing Director
Brazoria County Courthouse Campus Administration Building
237 E. Locust Street, Suite 406
Angleton, Texas 77515

RE: W-9 Company Name Requirement

Dear Ms. Serrano,

We understand that according to Exhibit A – Required Documents, all documents with our company name and authorized/contact person, and their title with the company, must be identical and match the W-9 with the company's legal name. Documents with different company names may be considered non-responsive.

Please note that EBSCO Information Services, LLC will be performing all of the services as requested by this RFP, and as such, we have signed the documents within Exhibit A accordingly. Our company's legal name, EBSCO Information Services, LLC, is listed on line 2 of our W-9 as a disregarded entity, because it is a single-member entity that is disregarded for tax purposes and files consolidated tax returns with its parent company, EBSCO Industries, Inc. As such, form W-9 requires us to also list the name of our parent company and its tax ID number (63-6014186). However, EBSCO Information Services, LLC, is a totally separate legal entity from its parent company, formed in Delaware. A copy of its certificate of formation is attached for reference. We are submitting this letter for clarification, as the form W-9 sometimes causes confusion.

Sincerely,

Dianah Cross

Customer Proposals, Sr. Manager
1-978-414-0376
dcross@ebSCO.com



Brazoria County Library System

RFP #26-07 E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY

March 24, 2026

Original



EBSCO

Information Services

March 24, 2026

Susan Serrano, CPPO, CPPB
Purchasing Director
Brazoria County Courthouse Campus Administration Building
237 E. Locust Street, Suite 406
Angleton, Texas 77515

RE: RFP #26-07 E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY

Dear Ms. Serrano,

Thank you for the opportunity to respond to the Brazoria County Library System's solicitation for Electronic Content Material. To meet the needs outlined in this request, EBSCO is pleased to offer the following products and services:

2.1—E-Content Delivery Platforms

- *EBSCO Discovery Service with Full Text Finder*

2.2—E-Content Delivery Services

- *EBSCO eBooks Public Library Subscription Collection*
- *Flipster Digital Magazines*

2.3—E-Content Available for License or Purchase

- *EBSCO eBooks*

2.4—Database and Online Learning Services

- **Requested Subject Resources**
 - *Biography Reference Ultimate* ^{+ eBook Collection}
 - *BlueCareer* ^(Renewal)
 - *Business Continuity & Disaster Recovery Reference Center*
 - *Business Source Ultimate*
 - *FinancialFit Multilingual* ^(Renewal)
 - *Literary Reference Ultimate* ^{+ eBook Collection}
 - *MyHeritage Library Edition*
 - *Poetry & Short Story Reference Source* ^{+ eBook Collection}
 - *Rosetta Stone Library Solution*
 - *Small Business Source* ^{+ eBook Collection}
- **Other, Additional Subject Resources**
 - *Auto Repair Source*
 - *Consumer Health Ultimate* ^{+ eBook Collection}
 - *Ethnic Diversity Source*
 - *History Reference Ultimate* ^{+ eBook Collection}
 - *Legal Information Source*

EBSCO

Information Services

- *MasterFILE Complete* + eBook Collection ([Upgrade](#))
- *MasterFILE Elite* + eBook Collection ([Renewal](#))
- *Points of View Ultimate* + eBook Collection
- *Read It!*
- *Referencia Latina*
- *Science Reference Ultimate* + eBook Collection
- *Small Engine Repair Source*
- **Other, Readers' Advisory Resources**
 - *LibraryAware* ([Renewal](#))
 - *NoveList K-8 Plus*
 - *NoveList Plus*
 - *NoveList Select*
- **Other, Digital Magazine Archives**
 - *Academy of Management Collection Archive*
 - *Architectural Digest Magazine Archive*
 - *Art Magazine Collection Archive*
 - *The Atlantic Magazine Archive*
 - *Bloomberg Businessweek Magazine Archive*
 - *Boston Review Magazine Archive*
 - *Ebony Magazine Archive*
 - *Esquire Magazine Archive*
 - *Field & Stream Magazine Archive*
 - *Food & Wine Magazine Archive*
 - *Forbes Magazine Archive*
 - *Fortune Magazine Archive*
 - *Hockey News Magazine Archive*
 - *Jet Magazine Archive*
 - *Life Magazine Archive*
 - *Maclean's Magazine Archive*
 - *Moment Magazine Archive*
 - *Outdoor Life Magazine Archive*
 - *People Magazine Archive*
 - *Popular Photography Magazine Archive*
 - *Popular Science Magazine Archive*
 - *Science News Magazine Archive*
 - *Southern Living Magazine Archive*
 - *Sports Illustrated Magazine Archive*
 - *The Nation Magazine Archive*
 - *The National Review Magazine Archive*
 - *The New Republic Magazine Archive*
 - *Time Magazine Archive*
 - *Travel + Leisure Magazine Archive*
 - *Vanity Fair Magazine Archive*

EBSCO

Information Services

2.6—Database and Holdings Subscription

- *HLM MARC Updates*

These products are of use and interest to a wide range of audiences and populations, and are made accessible through user-friendly interfaces suitable to their purpose. More details are provided in the proposal documents.

As you evaluate EBSCO's submission, please do not hesitate to contact your dedicated account representative with any questions or requests:

- Kayleigh Urbanowski, *Account Executive* | 1-978-414-0610 | kurbanowski@ebSCO.com

We look forward to speaking with you, and thank you again for your kind consideration.

Sincerely,

Dianah Cross

Customer Proposals, Sr. Manager

1-978-414-0376

dcross@ebSCO.com

Table of Contents

Section	Contents
1	Executive Summary
2	Acknowledgment of Exhibit B—Vendor's Response Required Items
3	Bid Table with Pricing
4	Vendor Response to Evaluation Criteria: • Direct Costs • Coverage Provided • Customer Service • Company Data & Experience • Pricing Validity Period • Additional Company Information (<i>includes in-line responses to 3.0 Delivery Model and Cost, 4.0 Product Features, and 5.0 Pricing Validity Period, as well as Product Descriptions and Interface Overviews</i>)
5	Vendor References
6	Signed Addenda
7	Exceptions to Standard Terms & Conditions & Special Requirements
8	EBSCO's License Agreements

Executive Summary

EBSCO thanks Brazoria County Library System (BCLS) for extending this request for proposals. EBSCO understands that BCLS is seeking to provide its libraries with quality digital resources for end users, through electronic content materials. With an established history of working together to provide residents across the county with valuable library resources, EBSCO is committed to supporting BCLS' ongoing content needs. In recent years and as a current customer, EBSCO has been proud to offer BCLS access to a variety of quality research databases, made accessible through easy-to-use interfaces, and of value to users across age ranges, interests and backgrounds. It would be EBSCO's great privilege to continue in this partnership, and we are happy to work with you toward meeting your library, resource and budget needs.

EBSCO's Offer

EBSCO is pleased to offer Brazoria County Library System the following products, in alignment with BCLS's desired content categories:

2.1—E-Content Delivery Platforms

- *EBSCO Discovery Service with Full Text Finder*

2.2—E-Content Delivery Services

- *EBSCO eBooks Public Library Subscription Collection*
- *Flipster Digital Magazines*

2.3—E-Content Available for License or Purchase

- *EBSCO eBooks*

2.4—Database and Online Learning Services

- **Requested Subject Resources**
 - *Biography Reference Ultimate* + eBook Collection
 - *BlueCareer* (Renewal)
 - *Business Continuity & Disaster Recovery Reference Center*
 - *Business Source Ultimate*
 - *FinancialFit Multilingual* (Renewal)
 - *Literary Reference Ultimate* + eBook Collection
 - *MyHeritage Library Edition*
 - *Poetry & Short Story Reference Source* + eBook Collection
 - *Rosetta Stone Library Solution*
 - *Small Business Source* + eBook Collection
- **Other, Additional Subject Resources**
 - *Auto Repair Source*
 - *Consumer Health Ultimate* + eBook Collection
 - *Ethnic Diversity Source*
 - *History Reference Ultimate* + eBook Collection
 - *Legal Information Source*
 - *MasterFILE Complete* + eBook Collection (Upgrade)
 - *MasterFILE Elite* + eBook Collection (Renewal)
 - *Points of View Ultimate* + eBook Collection
 - *Read It!*

- *Referencia Latina*
- *Science Reference Ultimate* + eBook Collection
- *Small Engine Repair Source*
- **Other, Readers' Advisory Resources**
 - *LibraryAware* (Renewal)
 - *NoveList K-8 Plus*
 - *NoveList Plus*
 - *NoveList Select*
- **Other, Digital Magazine Archives**
 - *Academy of Management Collection Archive*
 - *Architectural Digest Magazine Archive*
 - *Art Magazine Collection Archive*
 - *The Atlantic Magazine Archive*
 - *Bloomberg Businessweek Magazine Archive*
 - *Boston Review Magazine Archive*
 - *Ebony Magazine Archive*
 - *Esquire Magazine Archive*
 - *Field & Stream Magazine Archive*
 - *Food & Wine Magazine Archive*
 - *Forbes Magazine Archive*
 - *Fortune Magazine Archive*
 - *Hockey News Magazine Archive*
 - *Jet Magazine Archive*
 - *Life Magazine Archive*
 - *Maclean's Magazine Archive*
 - *Moment Magazine Archive*
 - *Outdoor Life Magazine Archive*
 - *People Magazine Archive*
 - *Popular Photography Magazine Archive*
 - *Popular Science Magazine Archive*
 - *Science News Magazine Archive*
 - *Southern Living Magazine Archive*
 - *Sports Illustrated Magazine Archive*
 - *The Nation Magazine Archive*
 - *The National Review Magazine Archive*
 - *The New Republic Magazine Archive*
 - *Time Magazine Archive*
 - *Travel + Leisure Magazine Archive*
 - *Vanity Fair Magazine Archive*

2.6—Database and Holdings Subscription

- *HLM MARC Updates*

More detailed information on these products, including interface features, content summaries and subject coverage, has been provided within the **Product Descriptions and Interface Overviews**, under the **Additional Company Information**.

Value-Added Services

In addition to the high-quality content and features offered, it is relevant to note, EBSCO presents several value-added benefits of partnership, at no additional cost. These include:

- **Seamless Implementation.** For both new and existing customers, EBSCO offers simple, remote implementation and seamless continuity of service year-over-year.
- **Enhanced Accessibility.** EBSCO offers accessible search interfaces designed to be user friendly and convenient for all types of libraries, as well as novice and experienced users, and those with accessibility considerations.
- **Local and Remote Authentication.** With several options for on-site and remote authentication, EBSCO resources can be accessed virtually anytime, anywhere.
- **Advanced Security and Privacy.** Many of our products are certified compliant with the ISO 27001 security framework, and we undergo regular audits covering maintained controls.
- **Complimentary Training and Marketing.** We provide thoughtful training opportunities and marketing materials to help promote and strengthen users' understanding of EBSCO resources.
- **Dedicated Project Management.** EBSCO provides each customer with an experienced project management team to assist with all aspects of purchase, implementation, training and support.
- **Industry-Leading Customer Service.** Customer feedback shapes our product development and support strategies, and customer surveys reflect high levels of customer satisfaction.
- **Technical Expertise and Innovation.** EBSCO is an active leader in the library information service industry, serving thousands of customers and millions of end users with innovative features and tools.
- **Cutting-Edge AI Technology.** We aim to harness the responsible, equitable use of AI to seamlessly connect each unique researcher and library to the world's most trustworthy content.
- **Multilingual Usability and Globalization.** EBSCO is driven by a global-first mindset, and sets out to deliver unrestricted usability for end users, across all locales.
- **Easy Reporting Capabilities.** EBSCO resources offer a variety of statistics to help libraries better manage and understand the usage of their products.
- **History and Strength.** EBSCO has solidified our top position as a stable and responsible partner, maintaining a position on the *Forbes* list of top-ranking, private U.S. companies for many years.
- **Continuous Availability and Uptime.** EBSCO strives to ensure 24/7 availability of our products and services, with service uptime typically averaging greater than 99% per year.

Summary

We thank you again for this opportunity to present our offer to Brazoria County Library System. In all EBSCO does, we strive to be a partner with libraries. In partnership with BCLS, EBSCO extends our commitment to serving members across the county. As a company and as individuals working to support this project, EBSCO would be dedicated to helping BCLS best serve its libraries and end users, with the highest quality library content and resources for their patron success and library staff advancement.

EXHIBIT B – VENDOR’S RESPONSE

EXHIBIT B—THE FOLLOWING ADDITIONAL REQUIREMENTS ARE TO BE SUBMITTED WITH YOUR RFP RESPONSE:

- BID TABLE WITH PRICING
- VENDOR RESPONSE TO EVALUATION CRITERIA
- VENDOR REFERENCES
- SIGNED ADDENDA *(if applicable)*
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)*
- AGREEMENTS OR TERMS AND CONDITIONS

EBSCO confirms that we are submitting these required items with our RFP Response.

BRAZORIA COUNTY BID TABLE

EBSCO has also provided this Bid Table in its original Excel format.

ATTACHMENT A—BID TABLE	
DESCRIPTION—PRODUCT NAME	PRICE
E-CONTENT DELIVERY PLATFORMS (see 2.1 in proposal) Vendor to list out annual pricing to include all applicable hosting or platform fees. Vendor to also list out any additional fees for training, end-user documentation, MARC records, metadata records, service updates or enhancements for each product.	
EBSCO Discovery Service with Full Text Finder	\$18,500
E-CONTENT DELIVERY SUBSCRIPTIONS (see 2.2 in proposal) Vendor to list out annual pricing to include all applicable hosting or platform fees. Vendor to also list out any additional fees for training, end-user documentation, MARC records, metadata records, service updates or enhancements for each product.	
EBSCO eBooks Public Library Subscription Collection	\$6,000
Flipster Digital Magazines	Title-level acquisition, with catalog pricing available upon request. Subscriptions available at up to 50% discount. Pricing will include a 5% subscription service fee.
E-CONTENT Available for License or Purchase (see 2.3 in proposal) Vendor to list out annual pricing to include all applicable hosting or platform fees. Vendor to also list out any additional fees for training, end-user documentation, MARC records, metadata records, service updates or enhancements for each product.	
EBSCO eBooks	Title-level acquisition, with catalog pricing available upon request. Pricing will depend on choice of title and access model (e.g., 1B1U, 1B3U, 1BUU, DRM-Free).
Databases and Online Learning Services (see 2.4 in proposal) Vendor to list out annual pricing to include all applicable hosting or platform fees. Vendor to also list out any additional fees for training, end-user documentation, MARC records, metadata records, service updates or enhancements for each product.	
Arts & Crafts —Resource for library patrons to learn about various crafts, including patterns or other information.	
No Bid	N/A
Business —Resource with information and tools for small businesses and non-profits.	
Business Continuity & Disaster Recovery Reference Center	\$3,000
Business Source Ultimate	\$9,000
Small Business Source + eBook Collection	\$4,000
Career Resources —Resource for those looking to enhance their career prospects through coaching, resume help, interview tips, and more.	
BlueCareer (Renewal)	\$10,920
Genealogy —Resource for library patrons to search their family histories.	
MyHeritage Library Edition	\$18,000
Homework Help & Reference —Resource for library patrons to be able to search for information and receive homework help and/or resources.	
No Bid	N/A

ATTACHMENT A—BID TABLE	
DESCRIPTION—PRODUCT NAME	PRICE
Investment —Resource for library patrons to research stock and other investments.	
FinancialFit Multilingual (Renewal)	\$5,250
Languages —Resource for library patrons to learn a new language.	
Rosetta Stone Library Solution	\$18,000
Literature —Resource for library patrons to learn about books, authors, and other literary topics including criticism and reviews.	
Biography Reference Ultimate + eBook Collection	\$4,200
Literary Reference Ultimate + eBook Collection	\$3,500
Poetry & Short Story Reference Source + eBook Collection	\$2,500
Publishing —Resource that assists library patrons to learn about publishing their own book, including assistance with formatting, printing, and marketing.	
No Bid	N/A
Other —Resource or service that can apply to one or more of the categories above, or a category not noted above.	
LibraryAware (Renewal)	\$14,950
NoveList Plus (includes NoveList K-8 Plus)	\$14,350
NoveList Select	\$7,000
Auto Repair Source	\$5,000
Consumer Health Ultimate + eBook Collection	\$7,500
Ethnic Diversity Source	\$2,500
History Reference Ultimate + eBook Collection	\$3,500
Legal Information Source	\$4,000
MasterFILE Complete + eBook Collection (Upgrade)	\$14,000
MasterFILE Elite + eBook Collection (Renewal)	\$12,745
Points of View Ultimate + eBook Collection	\$5,000
Read It!	\$2,000
Referencia Latina	\$2,000
Science Reference Ultimate + eBook Collection	\$3,500
Small Engine Repair Source	\$3,500
Digital Magazine Archive Selection: Academy of Management Collection Archive Architectural Digest Magazine Archive Art Magazine Collection Archive The Atlantic Magazine Archive Bloomberg Businessweek Magazine Archive Boston Review Magazine Archive Ebony Magazine Archive Esquire Magazine Archive Field & Stream Magazine Archive Food & Wine Magazine Archive Forbes Magazine Archive Fortune Magazine Archive Hockey News Magazine Archive Jet Magazine Archive Life Magazine Archive Maclean's Magazine Archive Moment Magazine Archive Outdoor Life Magazine Archive	\$2,575 per archive with the following discount schedule: Buy any 2 get 15% discount Buy any 3 get 20% discount Buy any 4 get 25% discount Buy any 5 get 35% discount Buy any 6 get 45% discount Buy any 7 get 50% discount

ATTACHMENT A—BID TABLE	
DESCRIPTION—PRODUCT NAME	PRICE
<i>People Magazine Archive</i> <i>Popular Photography Magazine Archive</i> <i>Popular Science Magazine Archive</i> <i>Science News Magazine Archive</i> <i>Southern Living Magazine Archive</i> <i>Sports Illustrated Magazine Archive</i> <i>The Nation Magazine Archive</i> <i>The National Review Magazine Archive</i> <i>The New Republic Magazine Archive</i> <i>Time Magazine Archive</i> <i>Travel + Leisure Magazine Archive</i> <i>Vanity Fair Magazine Archive</i>	
Databases and Online Learning Services (see 2.5 in proposal) Vendor to list out annual pricing to include all applicable hosting or platform fees. Vendor to also list out any additional fees for training, end-user documentation, MARC records, metadata records, service updates or enhancements for each product.	
Analytics Services —Reporting tools that enable the Library to evaluate the usage, performance and value of library material.	
No Bid	N/A
Databases and Online Learning Services (see 2.6 in proposal) Vendor to list out annual pricing to include all applicable hosting or platform fees. Vendor to also list out any additional fees for training, end-user documentation, MARC records, metadata records, service updates or enhancements for each product.	
Database and Holdings Subscription - Access to bibliographic databases, holdings subscriptions, and/or cataloging tools that support BCLS in maintaining accurate, comprehensive and up to date catalog records.	
HLM MARC Updates	\$1,700

VENDOR TO INSERT RESPONSE HERE

(Include the information below in the specified order)

- **Direct Costs (4 page maximum)**

- **Cost of services and basis for price (cardholder, population, etc.)**

- **For subscription databases and services**, pricing is based on the product or service itself, and population served. Quotes are presented as an annual, flat-rate, all-inclusive charge. Bundled subscriptions often incur discounts based on the combination of products and services.
- **For individual eBooks**, purchase price is based on the selected eBook model and acquisition method. Pricing will vary, for example, based on the library's choosing a 1B1U model (one-book-one-user) vs. a 1BUU model (one-book-unlimited-users), which would be based on projected population size. EBSCO eBooks may also be available as a short-term loan (for a set number of days, as part of a demand-driven acquisition program) or with a CAM (concurrent access model) license, which presents a yearly allotment of eBook uses. Acquisition methods and associated licenses have been outlined further on in this response.
- **For Flipster digital magazines**, titles are offered on an annual, title-level basis, based on size of the population served. The only cost in addition to content is a 5% subscription service fee, which is an industry standard.
- **For magazine archives**, archives are offered with a perpetual, unlimited user access model. There is a one-time cost applied for initial purchase, followed by minimal annual maintenance fees. Fees are subject to minimal increase year-over-year.

- **Price of annual services beyond platform and set up fees (pricing schedule)**

Please refer to the **Attachment A—Bid Table** for the full pricing schedule for EBSCO's offer.

Generally, EBSCO has no added fees beyond the quoted price. There are no ongoing costs; EBSCO does not charge for regular service upgrades or enhancements, and we provide free online training and technical support materials, including 24/7 case management and support documentation. Standard MARC records are also available for all electronic media, at no additional cost.

As a caveat, we do typically increase the cost of service year-over-year by a minimal percent (based on increases to the cost of doing business). Select services may also incur a nominal fee—e.g., for Flipster, there is a 5% subscription service fee. Our digital magazine archives are also owned perpetually at one-time cost; however, their maintenance is subject to a minimal annual fee, at a fraction of the original purchase point.

If the library has customizations that would require professional services, e.g., for an EBSCO Discovery Service implementation, or for the HLM MARC Updates service, there might also be an additional cost associated with the production work.

- **Price for all options listed in Attachment A – Bid Table**

The total price for all options listed in Attachment A is **\$206,115**. This price does not account for purchase of any perpetual EBSCO eBooks or Flipster digital magazine subscriptions; a full catalog for title selection and pricing is available upon request. It also does not account for purchase of any digital magazine archives, which are available at a discount based on the number of archives purchased.

- **Coverage Provided (4 page maximum)**
 - **Breadth and depth of content/learning services available to suit BCLS needs**

EBSCO is committed to serving the needs of users across all ages and abilities for a range of research and recreational purposes. Our products range from broad, multidisciplinary resources suitable for a breadth of generalized inquiry, to highly targeted, discipline-specific information sources for the ultimate depth of research. As an EBSCO customer, you will be able to support the diverse communities served across your libraries, connecting users to a wealth of resources that can meet their individual needs.

In support of this, EBSCO works to make the largest number of full-text publications available in our databases, in addition to detailed indexing and abstracts for periodicals, with strict quality assurance. As part of our commitment to ensuring the best research experience for our users, EBSCO is focused on procuring and providing only the highest quality content. Our mission is to provide relevant and reliable information to libraries worldwide, so users may have access when, where and however they need it.

In response to this particular solicitation, EBSCO is pleased to offer Brazoria County Library System (BCLS) the following products within the requested content categories. Below is a brief overview of our products. Additionally, EBSCO has included detailed **Product Descriptions and Interface Overviews**, under the **Additional Company Information**.

2.1—E-Content Delivery Platforms

- EBSCO Discovery Service (EDS) with Full Text Finder: EDS streamlines the delivery of important library materials, through one search box, one index, one interface and one results list, offering unified access to all of the library's content. With intuitive searching features, subject mapping and one-click access to full text through Full Text Finder, EDS searches the way researchers think.

2.2—E-Content Delivery Services

- EBSCO eBooks Public Library Subscription Collection: This general reference eBook collection features titles for both adults and juveniles, as well as best-selling and recommended eBooks from leading publishers.
- Flipster Digital Magazines: Flipster is the ultimate digital magazine subscription platform for libraries, providing users with magazines that are easy to read on a computer or mobile device. With Flipster, users have access to a self-serve digital newsstand, with easy sign-in through library access channels.

2.3—E-Content Available for License or Purchase

- EBSCO eBooks: Continuing our tradition of working to satisfy user content needs and optimize library acquisition, EBSCO eBooks not only represents an unparalleled collection of titles, but also one of the most comprehensive digital library solutions.

2.4—Database and Online Learning Services

EBSCO databases support lifelong learning, research, workforce development, and personal enrichment across a wide range of subjects, including automotive repair, business, health, science, history, literature, genealogy, finance, language learning, readers' advisory and more. Key resources include:

- Business, Investment and Career Resources: *BlueCareer, Business Continuity & Disaster Recovery Reference Center, Business Source Ultimate, FinancialFit Multilingual, Small Business Source*
- Biography and Literature Databases: *Biography Reference Ultimate, Literary Reference Ultimate, Poetry & Short Story Reference Source*
- Genealogy and Language Learning Solutions: *MyHeritage Library Edition, Rosetta Stone Library Solution*
- Readers' Advisory Resources: *LibraryAware, NoveList K-8 Plus, NoveList Plus, NoveList Select*
- Additional Subject Databases: *Auto Repair Source, Consumer Health Ultimate, Ethnic Diversity Source, History Reference Ultimate, Legal Information Source, MasterFILE Complete, MasterFILE Elite, Points of View Ultimate, Read It!, Referencia Latina, Science Reference Ultimate, Small Engine Repair Source*

Additionally, EBSCO is pleased to offer thirty digital magazine archives that deliver cover-to-cover, full-text access to decades of primary source content for research and historical study. They provide extensive historical coverage of major publications across news, culture, business, science, sports, lifestyle, and the arts.

2.6—Database and Holdings Subscription

- HLM MARC Updates: HLM MARC Updates is a for-fee service that helps librarians update their library catalog with their electronic holdings, managed in EBSCO's Holdings and Link Management (HLM) module.

○ Description of how products are suitable for libraries

Having been in business for more than 80 years, EBSCO is dedicated to developing technology and solutions that support the needs of customers and create strong user experiences. As a leading provider of content and technology for libraries worldwide, EBSCO offers a suite of feature-rich platforms and tools for building and administering collections, analyzing usage, integrating with library systems and delivering content to end users.

The offered products are accessible to a wide range of age levels and audiences, able to serve the diverse populations that comprise Brazoria's community. This includes targeted and generalized resources for research and recreation.

EBSCO's mission is to provide more than just books to the library—we aim to provide to the community. Benefits of EBSCO's content and services which contribute to library suitability include the following:

- **Our solutions help engage with patrons of all ages, outside the library walls:** Connect with readers wherever they are with digital magazines, reference databases, eBooks and digital magazine archives. Our user experiences are as mobile as your patrons.
- **We can help support education initiatives and lifelong learning:** Whether your patrons want to learn a new language, learn about financial literacy or understand career options in the trades, be ready with leading education resources and reference databases to help them succeed.
- **Our goal is to increase the awareness and visibility of your library:** Measure your impact in the community with usage reports, and promote your library with easy-to-use tools for creating newsletters, bookmarks and flyers (via LibraryAware). Utilize EBSCO's HLM MARC Updates service to ensure your library resources (electronic and print) are accessible through the library catalog as well.
- **We match resources to your patrons' many needs:** Offer content to support diverse passions, including genealogy, language learning and DIY auto repair projects. Provide current, reliable information about literacy, history, points of view and more.
- **Our technology connects patrons to the right resources and answers, fast:** EBSCO Discovery Service (EDS) is the best single search box for all of your resources, including eBooks and magazines. Our complimentary research interfaces, EBSCOhost and Explora, are also easy to use and implement, and suitable for all ages. Furthermore, our readers' advisory platforms help connect readers to books they'll love.

It is important to note that EBSCO understands that each library is unique in many ways, and the main goal is to strive to provide the best possible service to your patrons and community. By understanding the evolving needs, habits and perceptions of patrons, EBSCO can help BCLS have a greater impact on the community.

For more information regarding resources suitable for public libraries, please visit:

<https://about.ebsco.com/public-libraries>

For more information regarding how the individual platforms offered in this proposal are suitable for libraries, please see our response to **section 3.1.2**, under the **Additional Company Information**.

- **Customer Service (4 page maximum)**

- **Ease of service / platform use**

EBSCO is committed to serving the needs of users across all ages and abilities, for a range of research and recreational purposes. Our offered products range from broad, multidisciplinary resources suitable for a breadth of generalized inquiry, to highly targeted, discipline-specific resources for the ultimate depth of research.

The resources offered herein can be made available for online access through a variety of feature-rich, user-centric interfaces. EBSCO interfaces are designed to be intuitive for all ages, with a multitude of search features that maximize efficiency in locating relevant resources and enable easy application in a variety of settings.

Various platforms are included in EBSCO's offer, to support multi-database access or a product-specific experience. The main search platforms—EBSCO Discovery Service with Full Text Finder, EBSCOhost and Explora—share widely similar features and functionality. Nearly all proposed databases, eBooks and digital magazine archives are available through these platforms.

The following products are available through unique platforms: Auto Repair Source, BlueCareer, FinancialFit Multilingual, Flipster, HLM MARC Updates, LibraryAware, MyHeritage Library Edition, NovelList K-8 Plus and NovelList Plus, NovelList Select, and Rosetta Stone Library Solution.

All platforms and services are briefly described below. For additional information, please refer to the **Product Descriptions and Interface Overviews**, under the **Additional Company Information**.

EBSCOhost, Explora and EBSCO Discovery Service with Full Text Finder

Designed for all levels of searching to be performed with ease, EBSCOhost, Explora and EBSCO Discovery Service (EDS) provide both novice and experienced users with the speed and flexibility needed to conduct productive search queries. Searching is facilitated through several Basic and Advanced search options, which speak to all levels of research and produce quick, efficient results. Alternatively, users have access to several options for browsing available content, including databases, eBooks, digital magazine archives and more, facilitated by simple toolbar tasks.

Regardless of search method, all prompts, menus, instructions, help and on-screen text are clear, concise and easy to follow. These platforms and interfaces are extremely user-friendly, and guide the user effortlessly through the searching process. The available search options are customizable, and supported by Boolean logic, enhanced subject indexing and journal searching, to assist users in performing thorough investigations of their research topics. Beginners will find the commands easy to follow, while advanced researchers will have access to several sophisticated options for querying.

Auto Repair Source

All Auto Repair Source content is made available to end users online, through a dedicated product interface. Designed for touch-enabled devices such as laptops and tablets, Auto Repair Source offers a user-friendly search experience, helping users to quickly diagnose, repair and maintain today's complex vehicles. Navigation is easy, and content is always kept current, accurate, easily understood and well-organized.

BlueCareer

BlueCareer is hosted on its own unique interface. Through BlueCareer, members of your community can be connected to skilled trades content, training and job information, all in one easy-to-use platform. On the homepage, users are presented with three primary options: the ability to explore trades to find their perfect career fit, the ability to learn more about a given trade that has piqued their interest, and the ability to look for jobs that match their level of work experience.

Furthermore, under a Dashboard feature, users can access a variety of additional resources and options for browsing. By exploring these resources, users will be able to pinpoint the careers and trades they are well-suited for, and keep up-to-date on the latest trade industry news.

FinancialFit Multilingual

FinancialFit by EBSCOlearning offers short, easy-to-understand personal finance lessons, videos and interactive tools that empower all members of your community—no matter their current situation—to make informed financial decisions and achieve their financial goals. On the homepage, users can access six main topic categories: The Basics; Borrowing Money; The Big Expenses; Making Money; Couples and Families; and Calculators & Planners. From here, users can choose to review any of the finance topics within each category.

Flipster

Flipster offers a fresh, simple way for patrons to access digital editions of popular magazines, courtesy of the library. Through Flipster, EBSCO provides access to current and back issues for popular magazine titles. This includes many that are uniquely available through EBSCO's platform, from hundreds of high-profile publishers. Users can easily flip through their favorite subscriptions anytime, anywhere—online and off, in the library, at home and on-the-go. This is achieved via state-of-the-art platforms for desktop and mobile use, including a complimentary app. As a result, Flipster offers libraries the subscriptions they know will circulate well, and provides users with quick, convenient access to the magazines they truly enjoy.

HLM MARC Updates

HLM MARC Updates is a for-fee service and administrative tool that helps librarians update their library catalog with electronic holdings information, managed in EBSCO's Holdings and Link Management (HLM) module. The HLM MARC Updates service provides the most efficient way for an institution to ensure all of their resources (both electronic and print) are accessible through the library catalog. It provides a single source of MARC cataloging for an institutions' complete collection, and offers a highly customizable, regularly updated feed of MARC cataloging for the institution's resources, regardless of vendor or hosting platform. Monthly or weekly MARC feeds can include a full set of MARC records, or only new, changed and deleted records, in order to meet your library's needs.

LibraryAware

The LibraryAware interface presents a streamlined, easy-to-navigate dashboard of professionally designed templates for a variety of communication and promotional channels, which may be used as-is or easily customized by library staff. On the homepage, users can browse through carousels of new releases, staff picks and trending templates. For any given template, staff can click the Preview option to take a closer look, or click the Create button to customize. Staff can edit text, resize elements, move elements and swap out images and icons, as needed.

MyHeritage Library Edition

Searching MyHeritage Library Edition is fast, simple and user-friendly, with several options for conducting as broad or targeted a query as the user would like. Once authenticated, users can begin searching immediately, and are presented a variety of basic and advanced search options. In addition to searching within MyHeritage Library Edition, users are presented with several easy browsing options, including the ability to browse by predefined categories, and browse by location using the interactive homepage map.

NoveList K-8 Plus, NoveList Plus and NoveList Select

NoveList is a powerful readers' advisory database for finding books, authors and series based on themes, genres and "read-alikes" (books similar to ones the reader already likes). With EBSCO's modernized and enhanced NoveList UI, users will be able to access the same benefits and features of the new EBSCOhost dashboard, with the addition of NoveList-specific menu tabs and navigation links. This migration is part of our commitment to providing patrons with the most seamless and user-friendly experience. The new NoveList interface saves users time by placing the most valuable tools right at their fingertips. Specifically, users are able to access a "Discover NoveList" drop-down menu, as well as reading lists, quick links, a "How Do I?" help resource center and more. NoveList Select is also available to BCLS as a catalog enrichment service, which integrates with the library catalog to display NoveList data at the record level.

Rosetta Stone Library Solution

Featuring an updated and modern interface design, Rosetta Stone Library Solution provides access to one of the most effective language learning products for learners of all ages. Through Rosetta Course, learners speak, listen, read and write—all without translation or memorization. As a language learning platform, Rosetta Stone Library Solution offers a variety of searching and curriculum options for users. The platform is designed so that even beginning learners can easily navigate through the program at their own pace. Key to this approach is a selection of curriculum options and course settings which enable individual learners and/or their instructors to personalize the learner's approach to the content presented in the program.

○ Suitability of reporting tools to meet BCLS needs

EBSCO offers a variety of statistics to help libraries better manage and understand the usage of their resources. These are available to administrators at both the individual library and consortia levels, free of charge. They can be broken down by institution, library type and more, as applicable.

Sample usage reports include details on Database Usage, Interface Usage, Link Activity, Login Activity and Title Usage. In addition, usage statistics may be available through COUNTER Reports, Top Search Terms Reports and Statistical Analytics, which present graphical data on database, interface and login usage. We also offer Admin Usage Reports for AI Insights, where applicable.

Appointed administrators may view reports online at any time, via administrative module. All reports are highly customizable and designed for the administrator's ease-of-use. They can be scheduled to run automatically and delivered via email, or requested in-browser and downloaded on-demand. Reports can also be set to reflect specific date ranges, e.g., for the current month, last month, last 3 months, last 6 months, last 12 months, current year-to-date or a custom range of months. Typically, administrators can access up to two years of prior data.

Note that reporting capabilities may vary depending on the product or platform. Reporting details have been provided in response to **section 4.4**, under the **Additional Company Information**.

○ **Method for patron authentication**

EBSCO offers a variety of authentication methods to accommodate on-site and remote access. Primary methods of authentication include:

- IP Address Authentication
- Proxy Authentication
- SAML Single Sign-On (SSO)
- One-Time Access
- Shared User ID and Password
- Patterned ID Authentication
- Patron ID Authentication
- Referring URL Authentication
- Geolocation Authentication
- Google CASA Authentication

EBSCO also supports the following, which can accompany your institution's primary authentication:

- Guest Access
- Cookies
- Personal User Account Authentication
- Google Sign-In

Administrators can set a preferred authentication and order. Preferred authentication controls the type of authentication method(s) that users are presented with when following links to EBSCO search interfaces, or when using Find My Organization (FMO) at the EBSCO login page, or within the EBSCO Mobile App.

Note that authentication methods may vary depending on the product or platform. Authentication details have been provided in response to **section 3.1.1**, under the **Additional Company Information**.

- **Company Data & Experience (5 pages maximum)**

- **Ability to provide services requested**

EBSCO Information Services, LLC is a wholly owned subsidiary of EBSCO Industries, Inc., founded more than 80 years ago by Elton B. Stephens as a subscription agency. Since its inception, EBSCO has been a pioneer in library services, evolving into a single, trusted source for serials and information management. Beginning in 1995, EBSCO expanded its offerings to include online research content and associated technologies, supporting libraries worldwide.

Today, EBSCO is a leading global provider of online research content, discovery platforms and AI-enabled information services for libraries, healthcare institutions, corporations and government agencies. Our solutions support a wide range of needs, including research, acquisition management, subscription and discovery services, learning, clinical decision support and R&D. With a strong focus on innovation and AI-driven development, EBSCO continues to meet the evolving demands of the information services landscape.

EBSCO has experienced consistent growth through both organic development and strategic acquisition, with offices in 30 locations worldwide. As the world's largest information intermediary and a leading aggregator of full-text journals and publications, EBSCO offers hundreds of proprietary and licensed databases designed for specific audiences and research purposes. Our content portfolio includes research databases, eBooks, journals, magazines, digital archives and e-learning resources, supported by powerful tools for collection management, system integration and content delivery. In the U.S., EBSCO serves thousands of academic, K–12, public and special libraries.

EBSCO invests heavily in technology and talent, maintaining one of the largest technology teams in the library services industry. This expertise has made EBSCO a recognized leader in linking and discovery technologies, enabling seamless access to full-text content across library holdings from a single search point. Through strategic partnerships with publishers, ILS providers and educational institutions, EBSCO delivers flexible, customizable solutions that simplify information management, enhance discoverability and increase library visibility.

With more than 2,800 employees worldwide, EBSCO provides comprehensive support across sales, customer service, training, technical support and product development. Our experience spans single libraries, large systems and consortia, with pricing models and contracts tailored to diverse operational and budget needs. According to *Forbes*, EBSCO reported estimated annual sales of \$3.1 billion in 2025, ranking as the 186th largest private U.S. company. Additionally, EBSCO maintains ISO 27001 certification for many products, operates redundant data centers and consistently earns high customer satisfaction ratings—reflecting our stability, reliability and long-standing commitment to libraries.

- **Years in business**

EBSCO has been serving libraries worldwide for 82 years. EBSCO Information Services, LLC is a wholly owned subsidiary of EBSCO Industries, Inc., one of the largest privately held and family-owned companies in the United States. EBSCO Industries was founded as a subscription agency in 1944. The subsidiary EBSCO Information Services, LLC was officially formed in 2021.

- **Service reliability / stability**

EBSCOhost, Explora, EBSCO Discovery Service with Full Text Finder, Flipster, HLM MARC Updates, NoveList K-8 Plus, NoveList Plus, and NoveList Select

Regarding company stability—EBSCO Information Services, LLC is a wholly owned subsidiary of EBSCO Industries, Inc., one of the largest privately held and family-owned companies in the United States. EBSCO Industries was founded as a subscription agency in 1944. Historically, EBSCO is renowned for print serials subscription management services. The company's focus expanded in 1995 when EBSCOhost was launched, enabling internet access to subject index and full-text databases of journal content, aggregated from the world's top publishers. In earlier years, this information was delivered to libraries via print materials, and later via CD-ROM. The EBSCOhost platform now powers nearly 450 EBSCO online databases, as well as EBSCO eBooks, Flipster, NoveList and EBSCO Discovery Service.

Today, EBSCO is a leading provider of diversified information services, including content, associated technologies and professional services. Much of EBSCO's stability and content growth is due to strong working relationships with publishers that view EBSCO as a natural partner. As the only database vendor that is also a subscription agent, EBSCO tends to be the partner of choice among publishers. For more than 80 years, the company has provided libraries worldwide with one qualified source for all of their serial information needs.

EBSCO has solidified our top position as a stable and responsible partner, maintaining a position on the *Forbes* list of top-ranking, private U.S. companies for many years. According to *Forbes* magazine, EBSCO's annual sales are estimated at \$3.1 billion, which (as of 2025) make us the 186th largest private company in the United States (based on the *Forbes* chart of the largest private companies in the country). We can provide a financial stability package upon request.

Regarding service reliability—EBSCO proprietary services are built on an infrastructure designed to be available 24 hours per day, 365 days per year. EBSCO platforms are managed via redundant data centers, with diverse routing over multiple gigabit connections to major Internet Service Providers (ISPs) and the Internet2 backbone. The hosting infrastructure within each data center is highly redundant with automated load balancing, fault-tolerant network devices, emergency power generation and Uninterrupted Power Supply (UPS). EBSCO's service level agreements guarantee a 99.9% uptime, excluding planned maintenance, equating to no more than 8.76 hours per year of unplanned downtime.

If EBSCO proprietary services exceed 8.76 hours of unavailability, any subsequent incident of unplanned downtime per day would result in EBSCO extending the customer's subscription by one day per incident, with no more than one day of extension granted in a 24-hour period. EBSCO services are also designed to have all pages delivered in an average of 5 seconds or less. If the average page response time is greater than 5 seconds for more than 12 consecutive hours, EBSCO will extend the customer's subscription by one day.

EBSCO employs monitoring across our environments with multiple tools (a combination of open source and commercial tools) to identify, track, monitor and report on pertinent risks and vulnerabilities, such as host availability, application response time and security events. Monitoring tools provide alarms and notices to EBSCO staff, who review and assess system logs to identify malicious activity.

Of note, EBSCO does not typically see complete service outages. Notice of scheduled system maintenance, service issues, updates and resolution is provided via telephone, email and the EBSCO Connect support site. Real-time availability information is posted on the System Status page (<https://status.ebsco.com>), where customers can subscribe to EBSCO System Alerts for up-to-date information.

EBSCO has an agile development and release program whereby upgrades, enhancements, updates and fixes are identified, prioritized, developed, tested and released on a rolling basis—as often as daily. The vast majority of these changes require little-to-no preparation or action on the part of libraries. For any changes that do require library action, EBSCO generally gives at least 7 days' advance notice and provides an update via SMS Text or email if the customer is signed up for System Alerts.

Major upgrades are scheduled to occur at the least disruptive times for customers, and EBSCO limits downtime due to planned maintenance. Notice of scheduled maintenance that would cause downtime is posted to EBSCO's System Status page one week prior to maintenance. In the unlikely event that EBSCO requires emergency maintenance, every reasonable effort is made to provide at least 48 hours' notice to customers via email, and an alert on EBSCO Connect. EBSCO Customer Support representatives and EBSCO Connect are updated as often as daily with FAQs and information related to updates, so they are able to address customer questions and needs ongoing, regardless of frequency of release.

Auto Repair Source

MOTOR Information Systems is the world's premier supplier of automotive data. Since 1903, MOTOR has been providing customers with accurate, thorough and timely service and repair information to satisfy all their automotive needs. MOTOR is a division of Hearst Business Media, a Hearst company. EBSCO has been a reseller of Auto Repair Source since 2017. Auto Repair Source has an anticipated uptime of 99% of the time per year. MOTOR shares the current historical performance status for Auto Repair Source, available publicly here: <https://www.motor.com/site-status>. MOTOR applications are hosted in a redundant, scalable and secure data center. The database environment is managed by MOTOR, and EBSCO has not experienced any significant service disruptions. MOTOR strives to effectively communicate downtime via in-product messaging, and through its system status page, available here: <https://www.motor.com/site-status>. On average, MOTOR returns search results within 40ms or less.

BlueCareer

BlueCareer is powered by BlueRecruit, a software platform that connects skilled workers to companies that are looking for their talent. BlueRecruit was founded in October 2019 by Rich Camacho and Gina Camacho, and is headquartered in Raleigh, NC. Since its release, BlueRecruit has won numerous awards and accolades, which can be found here: <https://bluerecruit.us/about-us>. In partnership, EBSCO has been providing the BlueCareer product to libraries since 2023.

BlueCareer maintains a 99.9% uptime target, leveraging a high-availability cloud infrastructure designed for consistent access. BlueCareer's architecture uses an enterprise-grade cloud platform that automatically scales resources to handle peak traffic without service degradation. The platform also utilizes advanced data-staggering and caching techniques to ensure the user interface remains fast and responsive. BlueCareer's deployment process is designed for "hot-swapping," meaning most updates and feature releases occur with zero interruption to the user experience. In the event

that product updates or maintenance requires a brief window, these are performed during low-usage periods (typically late-night EST), with advance notice provided for any significant impact to downtime. BlueCareer employs a multi-layered defense strategy, including a Web Application Firewall (WAF) and automated bot mitigation to protect platform integrity and user data. Additionally, BlueCareer monitors the system using industry-standard diagnostic tools to identify and resolve issues quickly before they significantly impact users.

FinancialFit Multilingual

FinancialFit Multilingual offers a complete, high-quality version of the FinancialFit product in Latin-American Spanish. This optional feature provides the ability to toggle seamlessly between English and Spanish versions of FinancialFit, including translation for all supporting content and multimedia elements, such as images, PDFs and video captions. The multilingual version has been fully reviewed and vetted by Spanish-language subject-matter experts for accuracy and precision. EBSCO has been selling the FinancialFit product since 2023.

Products available on the EBSCOlearning platform, such as FinancialFit, are accessible online 24 hours-a-day, 7 days-a-week, 365 days-a-year. Hosted on Amazon Web Services (AWS), the platform runs on the world's largest global cloud infrastructure, and is designed from the ground up to deliver 99.9+% uptime. Regular downtime for system upgrades and maintenance is not scheduled during normal use hours.

The AWS cloud allows the platform to spin up new instances without needing to provision physical servers. Generally, the platform runs a minimum of eight web and application servers, but can add another 30 web and application servers, if needed. Auto-scaling is used on those services to allow new instances to be brought into rotation when average CPU on the group goes above 65% for an extended period. The database tier is sized to handle traffic peaks and run under 10% CPU during most of the daily traffic period. New Relic is used to provide the platform with response time information including load time, error rate, response time and percent satisfied. EBSCOlearning does code security scanning and performance validation in lower environments before code is pushed into Production. Load testing gets done when there is a major code upgrade. EBSCOlearning searches are completed using a combination of Opensearch and Pinecone. The page response time for this function returns quickly, typically in 2-3 seconds. It is important to note that no personal information is used in these searches as well.

LibraryAware

LibraryAware helps libraries raise awareness and engage their community. This multi-year award-winning product offers templates and tools to create emails, newsletters, bookmarks, shelf talkers, flyers, social and digital displays and more, for promoting books and resources throughout the library and beyond. LibraryAware has been serving libraries for more than a decade. Downtime for the platform is minimal; when downtime maintenance is scheduled, a notice is typically sent to all users 48 hours in advance. As previously noted, EBSCO strives to ensure 24/7 availability of our products and services, with service uptime typically averaging greater than 99% per year.

MyHeritage Library Edition

MyHeritage was founded in 2003 by CEO, entrepreneur and family historian Gilad Japhet. From a humble garage startup, MyHeritage has grown into a global company that enables libraries to provide the best genealogy research experience, with a collection of more than 18.5 billion records and 5 billion individual family tree profiles. Featuring remote access to the entire database,

MyHeritage is the world's most convenient and easy-to-use resource for anyone seeking their family history. As technology thought leaders and innovators in the space, MyHeritage is transforming family history into an activity that's accessible and instantly rewarding. Trusted by millions, the MyHeritage global user community enjoys access to a massive library of historical records, the most internationally diverse collection of family trees, and ground-breaking search and matching technologies. MyHeritage is available in 42 languages.

EBSCO has offered MyHeritage Library Edition through its partnership with MyHeritage since 2014. We are currently the exclusive reseller of MyHeritage Library Edition. Once implemented, MyHeritage Library Edition is fully approachable, and works without interruption 99.9% of the time. To ensure business continuity and solution quality, MyHeritage provides continuous offsite back-ups, and performs maintenance in off-peak hours. In case of occasional maintenance, the site will never be unapproachable for longer than 10 minutes. MyHeritage Library Edition is hosted on servers located in a data center in Richardson, TX, as well as on the Amazon Web Services cloud.

Rosetta Stone Library Solution

Rosetta Stone, a division of IXL Learning, is dedicated to changing people's lives through the power of language education. The company's innovative digital solutions drive positive learning outcomes for the inspired learner at home, and in schools and workplaces around the world. Rosetta Stone offers libraries and their patrons the proven language immersion method that thousands of organizations and individuals have trusted for over 25 years. Its award-winning, interactive approach has been used by millions of learners around the world.

Founded in 1992, Rosetta Stone uses cloud-based solutions to help all types of learners read, write and speak in more than 20 languages, including several endangered languages. Rosetta Stone began with one man's dream to find a better way to learn a language. That dream has since evolved into one of the most recognized technology-based learning companies in the world. EBSCO has been a reseller of Rosetta Stone since 2014.

Rosetta Stone Library Solution is a cloud-based, software-as-a-service (SaaS) offering, and is available 24/7 with internet access. It is hosted by Rosetta Stone, and averages over 99.5% uptime annually. Data is stored in the United States.

- **Value added services provided to the library as a purchaser or subscriber**

As previously noted, in addition to the high-quality content and features offered with this proposal, EBSCO presents several value-added benefits of partnership at no additional cost. Please see our **Executive Summary** for a full list of value-added services.

- **Pricing Validity Period (*1 page maximum*)**

- **Length of time pricing can be held.**

EBSCO understands that respondents are requested to hold all proposed pricing firm for a minimum of one hundred eighty (180) days from the RFP submission deadline. We can agree to this length of time for all proposed products and services.

Please note, however, that catalog pricing for EBSCO eBooks or Flipster digital magazine subscriptions is subject to change, at the publisher(s) behest. Dynamic online pricing is available for both of these services, upon request.

- **Additional Company Information (*Unlimited*)**
 - **Include any other additional information that will provide further insight as to your company's qualifications in providing services**

EBSCO Information Services is one of the largest privately held, family-owned companies in the United States, with more than 80 years of experience partnering with libraries and publishers worldwide. We are uniquely positioned as the world's largest intermediary between libraries and publishers—and the only major provider that is both a database aggregator and a subscription agent. This integrated role allows EBSCO to streamline the entire e-resource lifecycle, reducing complexity, improving efficiency and delivering greater value to libraries.

Our long-standing focus on innovation enables us to combine premium, differentiated content—much of which is not available elsewhere—with the services and technologies libraries need to succeed. EBSCO invests heavily in intuitive discovery platforms, administrative modules and content management tools designed to simplify implementation, optimize workflows and enhance the end-user research experience. Our solutions are built to be easy to deploy, easy to manage and effective for users at all levels.

EBSCO is also differentiated through an unwavering commitment to content quality and research integrity. Unlike many aggregators that inflate content counts by including unvetted or predatory publications, EBSCO applies rigorous journal evaluation and selection criteria. We actively work to minimize the inclusion of predatory content across both open access and paid offerings, consulting industry sources, iThenticate software and established quality indicators to ensure libraries receive reliable, trustworthy research content.

Beyond products and services, EBSCO is a company guided by strong values and a sense of responsibility. We believe there is a “right thing to do” and strive to make a positive impact on people, communities and the environment. EBSCO adheres to a comprehensive code of corporate conduct that promotes fairness, ethical behavior and accountability in all relationships. Each year, we reinvest a portion of our profits into building stronger communities, supporting hundreds of organizations focused on education, social services, health, the environment and the arts.

As previously indicated, EBSCO has solidified our top position as a stable and responsible partner, maintaining a position on the *Forbes* list of top-ranking, private U.S. companies for many years. EBSCO's commitment to customers and understanding of their information needs has contributed to the company's success and growth in the library information service industry. We underscore the importance placed on providing outstanding service and maintaining financial responsibility, to enable the evolution of products and services for libraries. As part of this, every customer is supported by a dedicated project management team, and we maintain the most talented technological personnel, informing every aspect of our service.

Many of our products are also certified compliant with the ISO 27001 security framework, evidencing EBSCO's commitment to meeting industry standards related to data privacy and protection. This certification extends to the EBSCOadmin, EBSCOhost and EBSCO Discovery Service platforms, among others.

Together, our unique market position, commitment to quality, customer-focused innovation and strong corporate values set EBSCO apart as a trusted, long-term partner to libraries and institutions worldwide.

○ **Any license terms and conditions or agreements that will need to be signed pertaining to this contract**

EBSCO has included all of our applicable license agreements and service level agreements within this response to Exhibit B, that we ask to be included and signed as part of any resulting contract. We are open to negotiating the terms included, if necessary.

This includes the following agreements:

- EBSCO's Standard License Agreement
- EBSCO's Service Level Agreement for Availability (EBSCO Platforms)
- EBSCO's Service Level Agreement for Technical Support Services
- EBSCO's Library eContent Agreement for eBooks
- EBSCO's License Agreement for Archives
- EBSCO's License Agreement for LibraryAware
- EBSCO's License Agreement for NovelList Select
- EBSCO's License Agreement for EBSCOlearning (Formerly LearningExpress)
- EBSCO's Service Level Agreement for Availability (EBSCOlearning Platforms)
- BlueRecruit Terms and Conditions and Privacy Policy
- MyHeritage Terms and Conditions
- Rosetta Stone Enterprise License Agreement

- **Additional Company Information (*Unlimited*)—Continued**

3.0 DELIVERY MODEL AND COST

3.1 Service Delivery Model (*Exhibit B*)

- **3.1.1 Method for patron authentication**

EBSCOhost, Explora, EBSCO Discovery Service with Full Text Finder, Auto Repair Source, Flipster, NoveList K-8 Plus, NoveList Plus, and NoveList Select

EBSCO offers a variety of authentication methods to accommodate on-site and remote access.

Primary methods of authentication include:

- **IP Address Authentication:**
Grants access to users on-site; remote access typically requires a proxy setup.
- **Proxy Authentication:**
Used with IP authentication to enable off-site access through a proxy server.
- **SAML Single Sign-On (SSO):**
Includes Federated SSO, connecting via federations like OpenAthens, InCommon, and more, or 1:1 SSO Connections, offering direct SAML integrations with platforms like ClassLink, Google Workspace or Classroom, Microsoft ADFS/Azure, Ping, and Okta, etc.
- **One-Time Access:**
Sends a code to institutional email addresses for easy access.
- **Shared User ID and Password:**
Uses shared credentials for institutional access.
- **Patterned ID Authentication:**
Allows logins using library card barcodes.
- **Patron ID Authentication:**
Institutions assign unique logins via bulk user uploads.
- **Referring URL Authentication:**
Grants access from trusted domains (e.g., SharePoint).
- **Geolocation Authentication:**
Provides access based on users' physical location within a defined area (e.g., state-wide access).
- **Google CASA Authentication:**
Enables continued access for users who visit Google Scholar while on-campus for 30 days.

EBSCO also supports the following, which can accompany your institution's primary authentication:

- **Guest Access:**
Allows users to search and browse EBSCO Discovery Service without logging in; login is required to view licensed content or access MyEBSCO.
- **Cookies:**
Enables seamless re-access for up to 365 days on a device after initial authentication.
- **Personal User Account Authentication:**
Lets users log in to institutional resources using their MyEBSCO personal account.
- **Google Sign-In:**
Allows MyEBSCO access using Google credentials; institutions using Google Workspace should use SAML SSO instead.

Administrators can set a preferred authentication and order. Preferred authentication controls the type of authentication method(s) that users are presented with when following links to all search interfaces, or when using Find My Organization (FMO) at the EBSCO login page, or within the EBSCO Mobile App.

As a caveat, please note that NovelList Select is an enrichment service, and authentication (access to NovelList Select information within your catalog) would depend on the access parameters of your library website.

BlueCareer

BlueCareer's traditional method of authentication is username and password. BlueCareer can also integrate with EasyProxy and OpenAthens. If the library requests a custom integration, such as single sign-on or OIDC, there would be an additional cost. If a custom solution is required, EBSCO can also work with the library to procure additional supported methods.

Of note, many features within BlueCareer do not require a personal login. Users can take a personality assessment, explore career fields and access a robust resource library. An account is, however, required to save assessment matches or favorite resources. When a login is required, the only information collected is the user's name and email address.

FinancialFit Multilingual

The platform supports a variety of authentication methods for patrons to access content both within the library and from remote locations. Methods include authentication via IP address, ReferringURL, OpenAthens Single Sign-On, and Library Card Barcode/Coda Bar, and LTI LMS Integration.

While our platform does not currently support geolocation, it is an item on our roadmap.

In order to save resources, track progress, receive suggestions for remediation, and earn completion certificates, users do have to create a personal account.

EBSCOlearning only requests an email address, first name and last name, and whether the end user is an EU citizen subject to GDPR, which may be stored if using an email address to register on the

EBSCOlearning platform. Alternatively, EBSCOlearning provides a username option, if the user does not wish to provide their email or first and last name. This registration type requires only a non-personally identifiable username and password. When using the non-email alternative, users are asked to provide responses to additional security questions to mitigate the likelihood of hacked accounts.

All users also have an institution ID they are associated with, and we track usage of the resources and post-test results, if those are utilized.

HLM MARC Updates

HLM MARC Updates is being offered as a service for the library. However, for added context as it related to accessing content via HLM MARC Records—HLM MARC Records include URLs in the 856 \$u field, and these are presented to the user in the library OPAC. In most cases, these URLs direct the user to a content host where the user must be able to authenticate to access the resource. In cases where the library uses a proxy server, the library may want the proxy applied to the URLs and, if the OPAC isn't able to apply these, the library may want the proxy handled by HLM MARC.

Institutions can pick from three available configuration options for the URL structure in the 856 field:

1. Have the links use the proxies configured in HLM.
2. Add a single proxy template to be applied to all URLs and included in the MARC Record.
3. All links can be directed to Publication Finder or through Full Text Finder Resolver and the proxies can be applied at "click" time.

LibraryAware

LibraryAware is a web-based platform. Staff can access via personal login, based on their user permissions, as set by the account administrator.

MyHeritage Library Edition

MyHeritage Library Edition primarily uses institutional-based authentication, managed through EBSCO, rather than individual user accounts for access. The key authentication methods include:

- **IP Address Recognition:**
Access is automatically granted when using computers within the library building.
- **Remote Access (Proxy Server/Barcode):**
For home access, users typically log in via their library's website using a valid library card number.
- **Single Sign-On (SSO):**
Institutional access can be configured through SSO solutions.
- **Username/Password:**
While not for personal accounts, some institutions might provide specific institutional credentials for remote access.

Rosetta Stone Library Solution

Provided that a user has the correct accessing credentials (library card, library username and password, VPN connection, etc.) and a compatible device, users can access the Rosetta Stone Solution from anywhere, including in the library, at home and on-the-go.

Users will authenticate first by using their Library Card on a specific URL created by Rosetta Stone for the library. Once they have verified their library information, an account is automatically generated for them, and the program will launch through that URL. They will use the same initial landing page to access Rosetta Stone every time they login. Please note that Rosetta Stone requires an email and password to establish accounts. Once a user is fully authenticated and logs into their account, they will have access to the full scope of Rosetta Stone's features and functionality.

Note that the data required for user access is dependent on the library's preferred method. EBSCO and Rosetta Stone will seek any pertinent information related to access and authentication during the implementation process (e.g., a list of authorized IP addresses, personal user logins, etc.). EBSCO offers a variety of authentication methods to accommodate on-site and remote access needs, as outlined above under the primary EBSCO platform response (for **EBSCOhost**, **Explora**, **EDS**, etc.). Examples include primary authentication by IP address, proxy, SSO, patterned or patron ID, referring URL, etc.

○ 3.1.2 Description of how products are suitable for libraries

Regarding our solutions' suitability—EBSCO is continually seeking information from and about today's libraries, including top trends, so that we can remain ahead of the curve when it comes to meeting library needs and exceeding patron expectations. We consider a holistic set of consumer insights to drive best-in-class product design and development. The following includes, but is not limited to, the core discipline areas relating to usability at EBSCO:

- UX research and design
- Market research and concept testing
- "Voice of the customer" programs
- Business intelligence
- User behavioral data analytics
- Live product feature experimentation (A/B testing)
- Live product feedback and surveys
- Rapid ideation and innovation
- Accessibility and globalization

EBSCO has a toolkit of methods to gather consumer insights across the entire product development lifecycle. Testing is conducted in various forms early and often. Using human-centered design processes, our UX Insights & Research team aids in product development through the creation and refinement of personas, user journeys and user stories, culminating in a shared understanding of the core user base.

Examples of insights and methods include:

- User- and customer-driven product improvement collaborative workshops
- Aggregation/synthetization of qualitative and quantitative user research studies, user behavioral data and live product feedback
- Testing product concepts to understand market viability, product differentiators, accessibility and globalization needs
- Conducting mid-design usability tests to ensure the highest quality experience
- Performing in-market A/B testing with the live product, resulting in real-time iteration and optimization

Upgrades and enhancements to all EBSCO products are ongoing, and EBSCO encourages customers to participate in our roadmap for development. Enhancement requests can be shared with EBSCO's support team at any time, or through EBSCO's product management and engineering teams. All product enhancement requests are considered and appreciated.

EBSCO continues to invest in our platforms to develop innovative solutions that meet customers' current needs while simultaneously designing and planning for the future of research and discovery. Improvements are made by in-house staff members focused on the improved content and functionality of the service.

EBSCO implements an agile methodology geared to quickly and efficiently release enhanced functionality, with the overarching goal being to maximize the user experience. As EBSCO plans and expedites system enhancements, every feature of EBSCOhost involving usability, the interface and its technology undergoes a development cycle to:

- Evaluate existing features and functionality
- Incorporate input from all users, partners and stakeholders
- Innovate the user and technology approach for new features and functionality
- Execute the planning and delivery based on all other factors

EBSCO also uses various methods for gathering and utilizing feedback from libraries and end users. This includes:

- Customer polling
- Advisory feedback
- Dedicated customer testing of research
- Market analyses
- Panel participation
- Direct site visits
- Focus groups
- User testing
- And more

From this, EBSCO compiles relevant data, determines priorities and uses a roadmap approach to systematic, cohesive improvements and service additions, from content and performance to usability and administration.

Furthermore, EBSCO's publisher target list is largely built upon suggestions from customers. As EBSCO conducts analyses of customer resources, it becomes evident which content should be considered for inclusion. EBSCO welcomes recommendations from customers regarding content additions. Comments and suggestions may be submitted through the EBSCO Connect support site.

Overall, EBSCO's products and interface platforms are designed to empower libraries to deliver seamless, modern and inclusive research experiences to their communities.

For more information regarding resources suitable for public libraries, please visit:

<https://about.ebsco.com/public-libraries>

Please note the following, per platform:

EBSCOhost, Explora, EBSCO Discovery Service with Full Text Finder

EBSCO products, hosted on our primary interface platforms of EBSCOhost, Explora and EBSCO Discovery Service (EDS), are highly suitable for libraries due to their user-centered design, ongoing enhancements and strong commitment to accessibility. EBSCO employs a holistic approach to product development, integrating extensive user research, usability testing and direct feedback from library staff and end users throughout the lifecycle of their platforms. This ensures that products like EBSCOhost, Explora and EDS are intuitive, efficient and tailored to the needs of library patrons, including users who require quick, reliable access to resources for structured assignments.

- **The EBSCOhost platform** and interface is popular with libraries and researchers across the globe, and is directly accessible from a library's website or online catalog. It has been built to provide the most productive research experience for users of any age or skill level, supporting a simple search across EBSCO databases, eBooks, digital archives and more. Offering highly customizable search options, it provides an intuitive, yet powerful research experience that can be as broad or specific as necessary, while remaining user-friendly and intuitive, despite its scope. This is facilitated through several basic and advanced search tools, which speak to all levels of research and produce quick, efficient results.
- **Explora for public libraries** is an interface based on the EBSCOhost platform, geared toward meeting the search expectations of today's public library users. The Explora interface offers a user-friendly, visually appealing experience, and is currently available in three iterations—Explora for Public Libraries, Explora for Primary Schools and Explora for Secondary (Middle, High) Schools. It could easily be enabled to meet the needs of your adult and youth audience levels. All versions of Explora include the vast majority of EBSCOhost features and functionality, and are offered as a complement to EBSCOhost access, as preferred. Several of our Reference Source products also feature an Explora-based search environment, for topic-specific inquiry. Our research has indicated that Explora is the preferred access channel for our subject-specific and DIY resources in public libraries.
- **EBSCO Discovery Service with Full Text Finder** is a vendor-neutral, fully hosted discovery platform that supports unified searching of content across full-text databases, citation databases, the library catalog and other local collections. With its combination of superior relevance ranking, value ranking and full-text searching, EDS provides users with complete and precise records at the top of the results list, along with an array of user tools to further the research experience. This includes a personal dashboard to save and share searches, as

well as a variety of record tools for citation, note-taking, emailing and saving results, among other tools and research options. As no two institutions are the same, EDS offers many configuration options for both the underlying collection of metadata, as well as the front-end delivery of search results.

EBSCO posts new user interface updates for EBSCOhost, Explora, EDS, EBSCO Mobile and other EBSCO platforms at <https://www.ebsco.com/roadmaps>, where users can learn about newly released and upcoming features applicable to public libraries. EBSCO also recently released the Interface Insights Newsletter. Subscribers can receive product feature updates for EBSCOhost, Explora and EBSCO Discovery Service, plus insights into tools that can support their research and library services. For more information, please visit: <https://more.ebsco.com/Release-Notes-Newsletter.html>

It is also worth noting that several products offered to BCLS through this proposal were specifically curated with libraries in mind. As examples:

- **MasterFILE Elite**, offered as a renewal to BCLS, and **MasterFILE Complete**, offered as an upgrade option, were both specifically created for public libraries, covering an extensive collection of popular titles for public libraries and multidisciplinary in scope.
- The **EBSCO eBooks Public Library Subscription Collection**, also on offer to BCLS, will give your patrons access to high-quality eBooks covering a wide range of topics such as self-help, fitness, games, hobbies and cooking. This general reference eBook collection features titles for both adults and juveniles, as well as best-selling and recommended titles from leading publishers.
- Our expansive **Digital Magazine Archive** collection can provide patrons and researchers with unique historical perspectives on trends, experiences and events across time.

For more information regarding how our interface platforms and products are suitable for libraries, please see the **Product Descriptions and Interface Overviews** under this **Additional Company Information** section.

Auto Repair Source

Powered by the automotive experts at MOTOR, Auto Repair Source provides library users with the most accurate, authoritative and up-to-date “do-it-yourself” service and repair information for thousands of domestic and imported cars, SUVs, vans and light trucks.

Designed for touch-enabled devices such as laptops and tablets, Auto Repair Source offers a user-friendly search experience and access to a wealth of information to help users diagnose, repair and maintain today's complex vehicles. All content comes from the Original Equipment Manufacturers (OEM), and includes step-by-step DIY auto repair information, diagrams, maintenance schedules, parts and labor estimates, service bulletins and recalls. Diagrams and images can be easily magnified and printed.

MOTOR Information Systems is the world's premier supplier of automotive data. Since 1903, MOTOR has been providing customers with accurate, thorough and timely service and repair information to satisfy all their automotive needs. MOTOR is a division of Hearst Business Media, a Hearst company. EBSCO has been a reseller of Auto Repair Source since 2017.

Specific to the platform, MOTOR has also released a new interface that will bring additional coverage and an improved user experience to Auto Repair Source. The new Auto Repair Source platform offers:

- **Responsive design**
For desktop, laptop and tablet displays
- **Enhanced search experience**
That allows users to:
 - Look up vehicles by VIN, YMME and ACES parameters
 - Search both the header and article details to return the most relevant results in weighted order
- **Integrated service and repair content**
 - Associated content (related repair details, required tools, warnings) is presented with service procedures in a single location, ensuring that users do not waste time looking for the data they need.
 - Hyperlinks within component location diagrams and Diagnostic Trouble Code (DTC) workflows take the user to the associated repair procedures.
- **Integrated parts and labor display**
To streamline the repair process

To help do-it-yourselfers fix their vehicles quickly and correctly the first time, new vehicle content and updates will be added to Auto Repair Source within days of MOTOR's receiving it from the Original Equipment Manufacturer (OEM). This OEM-authored content is the same information provided to franchised dealers. Article revision dates are included to ensure users that they are performing repairs based on the latest OEM updates.

For more information regarding how Auto Repair Source is suitable for libraries, please see the **Product Descriptions and Interface Overviews** under this **Additional Company Information** section.

BlueCareer

BlueCareer, a workforce development platform from EBSCOlearning, is the one-stop shop for members of your community to explore the skilled trades industry, start their careers, connect with employers and more.

Powered by BlueRecruit, BlueCareer from EBSCOlearning is an easy-to-use resource center for library users interested in learning more about the skilled trades and seeking to explore a career transition. The platform also supports local employers looking for talent or seeking insights into the labor market.

BlueCareer provides in-depth information on more than 150 skilled trades, connects individuals with trade schools across the United States and Canada, and provides training resources for those seeking to build their trade knowledge and experience.

Core product features include:

- **Personality and Experience Assessments**
Have your patrons heard of the incredible career potential of the skilled trades? Help them get started in exploring a career in the trades by taking a comprehensive personality and experience-based assessments, to see which trade profession might be a fit.
- **Pay and Career Growth Data**
Most publicly available salary data is outdated and unreliable. BlueCareer allows library users and employers to view live local pay data based on exact skills and experience.
- **Video Training**
BlueCareer has gathered experts from across North America to provide high quality learning content to ensure day-one work readiness.
- **Trade School Exploration**
Library users can explore more than 1,350 fully accredited trade schools and search for schools by location, duration and/or trade.
- **Scholarship Exploration**
Users can view and research hundreds of scholarship opportunities. Scholarships can be filtered by location and trade, and many can be applied for directly from the platform.
- **Hiring Marketplace**
Once they are ready to enter the labor market, individuals can create a BlueRecruit job seeker profile in approximately five minutes and connect with thousands of employers across North America. They will be invited to interview for open positions via text, and resumes are not required.
- **Mobile-First Responsive Design**
Individuals can use BlueCareer in their local library or from the comfort of their own home. The site is fully responsive and built with mobile users in mind.

For more information regarding how BlueCareer is suitable for libraries, please see the **Product Descriptions and Interface Overviews** under this **Additional Company Information** section.

FinancialFit Multilingual

FinancialFit Multilingual aligns closely with the BCLS mission to serve the educational and informational needs of citizens of all ages, while providing convenient access to high-quality information. The platform delivers practical, unbiased financial literacy education in an accessible, self-directed format that supports lifelong learning across the community.

The resource includes a complete, high-quality Latin American Spanish version that has been fully reviewed and vetted by Spanish-language subject matter experts to ensure accuracy and clarity. With more than 150 concise microlessons that each can be completed in under five minutes, FinancialFit supports the BCLS commitment to convenience and speed of access, while maintaining depth and quality of information.

Designed for real-world application, FinancialFit helps patrons build credit, manage debt, open bank accounts, understand home ownership and navigate other important financial decisions. Interactive activities, videos, worksheets, checklists, calculators, post-test assessments with personalized study plans, and a comprehensive glossary further enhance usability and engagement.

By providing reliable, current financial information in both English and Spanish, FinancialFit Multilingual strengthens BCLS's ability to serve diverse community members and deliver high-quality, engaging educational resources in alignment with its mission.

For more information regarding how FinancialFit Multilingual is suitable for libraries, please see the **Product Descriptions and Interface Overviews** under this **Additional Company Information** section.

Flipster

EBSCO has partnered with more than 600 publishers from around the world in growing the Flipster digital magazine collection, working to offer the in-demand titles that libraries and patrons truly want. Through Flipster, EBSCO provides access to current and back issues of popular digital magazines.

The overall collection currently offers more than 1,300 titles and covers a wide variety of categories, including content appropriate for all ages; children, teens and adults. Appealing to both general and specific interests, this encompasses many high-profile, widely circulated titles, as well as those of interest to smaller and niche audiences, such as hobby and enthusiast publications.

Currently, major areas of coverage include:

- Academic
- Art and design
- Automotive
- Bilingual
- Bridal and weddings
- Business and finance
- Coloring books
- Comics and graphic novels
- Consumer
- Culture and Identity
- Education
- Entertainment
- Family and kids
- Fashion
- Fitness, health and wellness
- Food and cooking
- History
- Hobbies, interests and DIY
- Home and garden
- Industry and trade
- Language learning
- Lifestyle
- Literary

- Nature and outdoors
- News, politics and social issues
- Pets
- Religion
- Science and technology
- Sports
- Teens
- Travel and regional

For additional context regarding suitability, EBSCO has provided the *Top 100 Flipster Titles* for public libraries below, and bolded titles are unique to EBSCO's Flipster offering:

- ✓ ***The Atlantic***
- ✓ *All About History*
- ✓ *American Craft*
- ✓ *Aperture*
- ✓ *Archaeology*
- ✓ *Architectural Digest*
- ✓ *Art in America*
- ✓ *Artforum International*
- ✓ *Ask*
- ✓ ***Better Homes & Gardens***
- ✓ *Birds & Blooms*
- ✓ ***Bloomberg Businessweek***
- ✓ *Bon Appetit*
- ✓ *Brainspace*
- ✓ *Car & Driver*
- ✓ ***Choice***
- ✓ *Comics & Gaming Magazine*
- ✓ *Communication Arts*
- ✓ *Conde Nast Traveler*
- ✓ ***Consumer Reports***
- ✓ ***Consumer Reports Buying Guide***
- ✓ *Consumer Reports on Health*
- ✓ *Cosmopolitan*
- ✓ *Country Living*
- ✓ ***Cricket***
- ✓ *Discover*
- ✓ *Diverse: Issues in Higher Education*
- ✓ *Dwell*
- ✓ *Eat Well*
- ✓ *Education Week*
- ✓ *Elle*
- ✓ *Entrepreneur*
- ✓ *Esquire*
- ✓ ***Essence***
- ✓ *Family Handyman*
- ✓ *Fast Company*

- ✓ *Fine Gardening*
- ✓ **Food & Wine**
- ✓ *Food Network Magazine*
- ✓ **Forbes**
- ✓ **Foreign Policy**
- ✓ **Fortune**
- ✓ **Girls' Life**
- ✓ *Good Housekeeping*
- ✓ *GQ: Gentlemens Quarterly*
- ✓ *Harper's Bazaar*
- ✓ *HGTV Magazine*
- ✓ *Highlights*
- ✓ *House Beautiful*
- ✓ *How It Works*
- ✓ *Inc.*
- ✓ *Kiplinger's Personal Finance*
- ✓ **Ladybug**
- ✓ *Macworld*
- ✓ *Men's Health*
- ✓ **Midwest Living**
- ✓ *MIT Technology Review*
- ✓ *Mother Jones*
- ✓ *Motor Trend*
- ✓ *National Geographic*
- ✓ *National Geographic History*
- ✓ *National Geographic Kids*
- ✓ **National Review**
- ✓ *Natural History*
- ✓ *New York Review of Books*
- ✓ *New Yorker*
- ✓ *Newsweek Global*
- ✓ *Out*
- ✓ *PCWorld*
- ✓ **People**
- ✓ *Pioneer Woman Magazine*
- ✓ *Poets & Writers*
- ✓ *Popular Mechanics*
- ✓ *Prevention*
- ✓ *Ranger Rick*
- ✓ *Ranger Rick Zoobooks*
- ✓ *Readers Digest*
- ✓ **Real Simple**
- ✓ *Rolling Stone*
- ✓ *Runner's World*
- ✓ **School Library Journal**
- ✓ **Science News**
- ✓ **Scientific American**
- ✓ **Southern Living**

- ✓ *Spider*
- ✓ *Sports Illustrated*
- ✓ *Sports Illustrated Kids*
- ✓ *Sunset*
- ✓ *Taste of Home*
- ✓ *The Artist's Magazine*
- ✓ *The Week*
- ✓ *TIME Magazine*
- ✓ *Travel & Leisure*
- ✓ *US Weekly*
- ✓ *Vanity Fair*
- ✓ *Vogue*
- ✓ *Wired*
- ✓ *Woman's Day*
- ✓ *Women's Health*
- ✓ *Writer's Digest*

To browse all Flipster magazines, please visit:

<https://about.ebsco.com/products/flipster/browse-magazines>

For more information regarding how Flipster is suitable for libraries, please see the **Product Descriptions and Interface Overviews** under this **Additional Company Information** section.

HLM MARC Updates

HLM MARC Updates is a for-fee service that helps librarians update their library catalog with their electronic holdings, managed in EBSCO's Holdings and Link Management (HLM) module. The HLM MARC Updates service provides the most efficient way for a library to ensure their resources (both electronic and print) are accessible through the library catalog. This service provides a single source of MARC cataloging for an institutions' complete collection, and offers a highly customizable, regularly updated feed of MARC cataloging for all of the institution's resources, regardless of vendor or hosting platform. Monthly or weekly MARC feeds can include a full set of MARC records, or only new, changed and deleted records, in order to meet your library's needs.

For more information regarding how HLM MARC Updates is suitable for libraries, please see the **Product Descriptions and Interface Overviews** under this **Additional Company Information** section.

LibraryAware

LibraryAware helps libraries raise awareness and engage their community. This multi-year award-winning product offers templates and tools to create emails, newsletters, bookmarks, shelf talkers, flyers, social and digital displays and more, for promoting books and resources throughout the library and beyond.

LibraryAware includes a number of tools that are huge time-savers, designed especially for the needs of libraries. For added context, these include the following:

Email, Website and Social Media Tools

From sending emails and Reading Recommendation newsletters, to creating interactive website graphics and social media posts, LibraryAware saves libraries time and makes the work easy.

- Email
Create emails easily with our drag-and-drop editor. Choose from hundreds of professionally designed templates or start from scratch. Easily upload, edit, and create your own unlimited subscriber lists. Benefit from unlimited sends. Evaluate your promotions with our built-in analytics tools. Get access to millions of book jackets and annotations, as well as thousands of images ready for you to use immediately, with no copyright worries.
- Website carousels and book rivers
Post info about library events, books, and e-resources to your website. Carousels are easy to build and embed using LibraryAware.
- Social media posts
Choose from a variety of ready-to-post graphics to tell your story on any social media platform.

Graphic Design and Print Promotion Tools

Artwork is just one of those things we all could use more help with. LibraryAware designers build beautiful templates that can be used as-is or customized as much or as little as needed. They know what libraries need because they've worked in them. They also stay on top of holidays, author news and pop culture trends, so library staff can quickly pivot on book displays for those unexpected trending topics.

- Find thousands of ready-to-print and customizable templates designed for libraries.
- Program flyers, posters, signage, display signs, bookmarks, brochures, shelf talkers, etc.
- Get access to millions of book jackets and annotations, as well as thousands of images ready to use immediately, with no copyright worries.
- Extensive offerings for summer at the library, including signage, calendars, bookmarks, passports, bingo cards, stickers and book logs.

For more information regarding how LibraryAware is suitable for libraries, please see the **Product Descriptions and Interface Overviews** under this **Additional Company Information** section.

MyHeritage Library Edition

MyHeritage Library Edition is the most convenient genealogy product for public libraries and on-the-go family history research. It gives libraries and patrons the most flexibility, allowing for their research at a time and place that is most convenient to them.

MyHeritage Library Edition, offered exclusively by EBSCO, is one of the largest, most internationally diverse genealogy databases. It contains billions of historical records from all over the world to support family history research. Through MyHeritage, anyone, anywhere can discover, preserve and share their family history, embarking on a meaningful journey into their past.

MyHeritage Library Edition builds upon MyHeritage's deep investment in innovation. The search engine's automatic handling of translations, synonyms and spelling variations for millions of names in multiple languages is unparalleled. Its unique technology takes research one step further by recommending additional records for records viewed. This enhances research and helps users discover even more relevant records in far less time. MyHeritage offers flexible searching capabilities to help users find the right records. Regarding content coverage, MyHeritage focuses

primarily on people-based records, with information on both everyday persons and prominent individuals across societies and eras. Available in 42 languages, MyHeritage Library Edition is also the industry's most multilingual family history research database. It includes billions of historical documents from 70+ countries, millions of historical photos, public records and indexes.

For more information regarding how MyHeritage Library Edition is suitable for libraries, please see the **Product Descriptions and Interface Overviews** under this **Additional Company Information** section.

NoveList K-8 Plus and NoveList Plus

NoveList is created by librarians, for librarians. For more than 30 years, libraries have trusted NoveList as their go-to source for expert book suggestions for every kind of reader. NoveList librarians are active members of the library profession and are passionate about connecting readers with books they'll love. This unique depth of expertise and dedication makes NoveList recommendations second to none.

NoveList products are powerful readers' advisory tools that include expert recommendations to support readers of all audiences find their perfect book. Users can also explore NoveList's Curated Lists which are ready-made lists of book recommendations that cover a wide range of genres and topics at all reading levels. They are compiled by experienced librarians and literature specialists using a variety of review sources. Each list has approximately 15-20 titles grouped by sub-genre or topic, updated regularly.

Titles and content for all ages (including grades 9 and up) can be found in NoveList Plus. The criteria for inclusion in the K-8 database is whether the book is identified with an audience level of 8th grade or below.

NoveList K-8 Plus contains information on books for all K-8 grade levels, and includes picture books, children's "chapter" books and young adult titles. Updated weekly, NoveList K-8 Plus is your starting place for learning about the books that young readers and students need and will want to read. We also include titles at the juvenile and teen reading levels that complement school curriculum, like poetry, plays, guidebooks and other reference materials.

For more information regarding how NoveList K-8 Plus and NoveList Plus are suitable for libraries, please see the **Product Descriptions and Interface Overviews** under this **Additional Company Information** section.

NoveList Select

NoveList Select is a comprehensive enrichment service that turns the library's existing catalog, discovery service, self-check kiosk, mobile app and more into a place for book discovery. Providing suggestions for books based on common subjects, genres and NoveList's signature appeal terms—not just titles from the current bestseller list—with NoveList Select, readers don't leave empty-handed. Regarding overall suitability for public libraries, key points of interest include these:

- Readers love "the why" statement in NoveList Select. We know because it's one of the most often clicked-on features. The newest version of NoveList Select allows readers to understand why they will love a book in fewer clicks. As always, libraries can trust NoveList's professional and curated reading recommendations.

- The NovelList Select "Story Finder" allows a reader to mix-and-match terms in the list to find a custom reading recommendation. They can select one or more terms to see matching titles with those same keywords.
- Series readers care deeply about the next book in the series, and it's one of the most often-asked readers' advisory questions. NovelList Select has always included complete series information in reading order. Readers can easily scroll through to find the book they want to read next. Best of all, NovelList Select series information includes tidbits you'll only get from NovelList, like if a book should be read later in the series, even if it's a prequel.
- Moreover, the NovelList Select "Analytics Dashboard" provides a unique window into how your library's patrons are viewing and interacting with book recommendations, including insight into the most popular titles, authors and series viewed. Since NovelList Select recommendations come from NovelList, libraries know they are getting the best recommendations on the market.

For more information regarding how NovelList Select is suitable for libraries, please see the **Product Descriptions and Interface Overviews** under this **Additional Company Information** section.

Rosetta Stone Library Solution

As multicultural communities expand, interest in language learning increases. Language programs promote inclusive participation and strengthen community connections. Rosetta Stone Library Solution meets this growing need, helping learners engage with confidence in multilingual settings.

Rosetta Stone offers libraries and patrons the proven immersion method that thousands of organizations have trusted over 25 years. Its award-winning interactive approach has been used by millions of learners around the world and is now accessible through the library—anytime, anywhere.

With Rosetta Stone Library Solution, patrons get access to:

- Coverage of 20+ world languages, including English as a Second Language (ESL)
- Core lessons to build reading, writing, speaking and listening skills
- Focused activities to refine grammar, vocabulary, pronunciation and more
- Active monitoring and cancellation of background noise
- Adaptive speech-recognition technology—specifically tuned to learner speech needs
- Real-time native-pronunciation scoring and feedback
- Adjustable pronunciation scoring difficulty level
- Ability to slow down the native speaker's voice with pitch and spectral analysis
- Mobile speech recognition
- Mobile apps that enable learners to reinforce language acquisition on-the-go

Rosetta Stone Library Solution helps administrators and database managers get a new program up-and-running quickly, so learners can begin their language journey right away.

For more information regarding how Rosetta Stone Library Solution is suitable for libraries, please see the **Product Descriptions and Interface Overviews** under this **Additional Company Information** section.

3.2 License Terms and Conditions or Agreements, if applicable (Exhibit B)

EBSCO does have several license and service level agreements attached to this proposal for BCLS to review. For more information, please see our response as provided to the prompt: **"Any license terms and conditions or agreements that will need to be signed pertaining to this contract,"** under the **Additional Company Information**.

3.3 Cost Proposal: Itemized pricing for platform use and any one-time setup costs including the following.

- **3.3.1 Annual pricing and all applicable hosting fees or platform fees (Attachment A – Bid Table)**

Please see the relevant information we have provided in response to the Direct Costs section to address these items. Please also refer to the **Attachment A—Bid Table** for the full pricing schedule of proposed products and services.

- **3.3.2 Basis for price (cardholder, population, etc.) including a separate attachment if needed (Exhibit B)**

Please see the relevant information we have provided in response to the **Direct Costs** section to address these items.

- **3.3.3 Pricing schedule for individual content or services, including discounts if available (Exhibit B)**

Please refer to the **Attachment A—Bid Table** for the full pricing schedule of proposed products and services.

Of note, EBSCO's subscription pricing is steeply discounted compared to list price. If multiple subscriptions are purchased, EBSCO may be able to apply a further discount, based on the combination of products and services. For example, we would be pleased to suggest a custom database package for BCLS to consider, based on your feedback relating to preferred formats, subject coverage, collection resource gaps and annual budget.

As a preliminary incentive, we are pleased to offer Flipster digital magazines at up to a 50% discount for annual subscription. For our digital magazine archives, we can also offer the following volume-based purchase incentives:

- Buy any 2 get 15% discount
- Buy any 3 get 20% discount
- Buy any 4 get 25% discount
- Buy any 5 get 35% discount
- Buy any 6 get 45% discount
- Buy any 7 get 50% discount

All archives are available for a one-time cost, and have a flat 2% annual maintenance fee that begins one year after purchase. The percentage is based off the purchase price, not the list price, for ultimate savings.

- **3.3.4 Value-added services provided to the library as a purchaser or subscriber, including optional features, products, or services (Exhibit B)**

As previously noted, in addition to the high-quality content and features offered with this proposal, EBSCO presents several value-added benefits of partnership at no additional cost. Please see our **Executive Summary** for a full list of value added services.

- **3.3.5 Any added fees for training, end-user documentation, MARC records, metadata records, service upgrades, or enhancements (Attachment A Bid Table)**

EBSCO does not charge for online training, end-user documentation, standard MARC records or included metadata. Additionally, EBSCO does not charge for regular service upgrades or enhancements.

Please refer to the **Attachment A—Bid Table** for the full pricing schedule of proposed products and services.

3.4 Vendor Experience and Capacity in Supporting Delivery of Service including the following. (Exhibit B)

3.4.1 Brief history of company/vendor, including years in business

EBSCO Information Services, LLC is a wholly owned subsidiary of EBSCO Industries, Inc., one of the largest privately held and family-owned companies in the United States. EBSCO Industries was founded as a subscription agency in 1944. As noted, the subsidiary EBSCO Information Services, LLC was officially formed in 2021.

Historically, EBSCO is renowned for print serials subscription management services. The company's focus expanded in 1995 when EBSCOhost was launched, enabling internet access to subject index and full-text databases of journal content, aggregated from the world's top publishers. In earlier years, this information was delivered to libraries via print materials, and later via CD-ROM. The EBSCOhost platform now powers nearly 450 EBSCO online databases, as well as EBSCO eBooks, Flipster, NovelList and EBSCO Discovery Service (EDS). According to *Forbes* magazine, EBSCO's annual sales are estimated at \$3.1 billion, which (as of 2025) make it the 186th largest private company in the United States (based on the *Forbes* chart of the largest private companies in the country).

Since its inception 80+ years ago, EBSCO has significantly grown and evolved to become a worldwide leader in the provision of diversified information services, and an innovator of related technologies. Throughout the years, EBSCO has experienced healthy and consistent growth, both organically and through acquisition. Product and service lines continue to expand, along with the company's geographic reach. EBSCO now has 30 offices located around the world. The organization's mission is to transform lives by providing valuable information to users worldwide when, where and how they need it, through affiliated libraries, corporations, hospitals and other institutions.

Currently, EBSCO is a leading provider of online research content and cutting-edge search technologies, serving libraries, healthcare and medical institutions, corporations and government agencies worldwide. As an AI-enabled services leader, EBSCO offers comprehensive solutions ranging from research, acquisition, subscription and discovery services, to clinical decision support and patient care, learning and R&D, in a variety of settings. EBSCO provides institutions with access to content and resources to serve the information and workflow needs of their users and organizations at every level. Our commitment to AI-driven innovation positions EBSCO at the forefront of the industry, enabling us to meet the evolving needs of the information services landscape.

EBSCO's commitment to customers and understanding of their information needs has contributed to the company's success and growth in the library information service industry. We underscore the importance placed on providing outstanding service and maintaining financial responsibility, to enable the evolution of products and services for libraries. As part of this, every customer is supported by a dedicated project management team, and we maintain the most talented technological personnel, informing every aspect of our service. Many of our products are also certified compliant with the ISO 27001 security framework, evidencing EBSCO's commitment to meeting industry standards related to data privacy and protection. This certification extends to the EBSCOadmin, EBSCOhost and EDS platforms, among others.

- **3.4.2 Security and stability of service**

EBSCOhost, Explora, EBSCO Discovery Service with Full Text Finder, Flipster, HLM MARC Updates, NoveList K-8 Plus, NoveList Plus, and NoveList Select

EBSCO ensures the security and stability of our services through a comprehensive set of technical, organizational and procedural measures. All server and OS base images are centrally managed and regularly updated, with endpoint protection installed on all servers and endpoints, and next generation firewalls on all web-facing services. EBSCO utilizes Amazon Web Services (AWS) to host customer-facing applications and data, leveraging AWS's world-class data centers, which employ multi-layered physical security, including perimeter security, biometric authentication and 24/7 surveillance. AWS infrastructure is designed for high performance and availability, exceeding concurrent maintainability standards, and is supported by global Security Operations Centers for continuous monitoring and incident response.

EBSCO's network security employs a Defense-in-Depth approach with multiple layers of controls, including default deny ACLs and rulesets, segmented application layers, web application firewalls and a centralized SIEM system, monitored 24/7. Secure development practices are enforced, with all code changes scanned for OWASP top-10 vulnerabilities and other defects, and gated controls requiring approval before production deployment. Regular vulnerability scans are conducted using multiple tools provisioned by the security operations team.

Personal information security is maintained through limited access, electronic security systems, authentication methods and industry-standard technologies for data transfer. Physical facilities are protected against loss, misuse or alteration of information. EBSCO's Business Continuity Plan, approved by Senior Management and reviewed annually, establishes strategies for disaster management and maintaining operations. Multiple tests are performed annually, and preparations have enabled uninterrupted service during severe emergencies. Service availability targets are set (99.9% uptime), tracked and reported as part of management reporting.

Employee security is ensured through background verification checks, employment contracts specifying information security requirements, annual security awareness training, and role-based training for certain employees and contractors. The products offered are ISO 27001 certified, and we undergo regular audits covering maintained controls. Information security is designed in accordance with ISO 27001, 27017, 27018 and 27701 standards.

For information regarding stability of service, please see our response as provided to the prompt: **"Service reliability / stability,"** under **Company Data & Experience**.

Auto Repair Source

Please note that no personal user information is captured through use of Auto Repair Source, and there is no personalization possible with this product. As such, the security of private user information is not applicable to this product.

For information regarding stability of service, please see our response as provided to the prompt: **"Service reliability / stability,"** under **Company Data & Experience**.

BlueCareer

BlueRecruit Inc. products follow industry best practices, NIST standards, and comply with GDPR and CCPA. All products are hosted in the U.S. using Heroku, AWS and MongoDB.

For BlueCareer, BlueRecruit employs a multi-layered defense strategy, including a Web Application Firewall (WAF) and automated bot mitigation to protect platform integrity and user data. Additionally, the system is monitored using industry-standard diagnostic tools to identify and resolve issues quickly, before they significantly impact users.

Security measures include SSL/TLS encryption, environment segmentation, firewalls, security group rules, logging, automated security assessments, static and dynamic code analysis, and encryption of production user data in transit and at rest. System vulnerability scanning, timely server patching, hourly backups and deletion of old backups are regularly performed.

Patrons benefit from limited data collection, mandatory strong passwords and the ability to view, download and delete account details per GDPR. All environments use HTTPS with HSTS enforced.

Customer data safety is ensured through AWS traffic log monitoring, detection tools for unauthorized access, and a CDN for static content and traffic insights. Performance is monitored with third-party tools for throughput, response time and HTTP errors, with alerts for performance impacts.

Data in transit is encrypted with RSA 2048-bit encryption using TS 1.2/1.3 ciphers. Sensitive data is securely encrypted in the database, and only first name, last name, email address and password are collected and stored for users.

For information regarding stability of service, please see our response as provided to the prompt: **"Service reliability / stability,"** under **Company Data & Experience**.

Financial Fit Multilingual

Every year, EBSCOlearning platforms undergo ISO 27001 review, implementing industry best practices, NIST standards and compliance with GDPR and CCPA. Employees receive regular Information Security and Awareness training. The platform leverages AWS's shared responsibility model for security compliance, with hosting, support and data residency in the United States. Security measures include SSL/TLS encryption, environment segmentation, firewalls, security group rules, event and traffic logging, automated security assessments, code analysis, vulnerability scanning, WAF and DDOS protection, antimalware on all servers and prompt server patching. Administrators are alerted to unusual events for rapid remediation. Daily database backups are taken with timely deletion of old backups. Patron security features include limited data collection, mandatory strong passwords, and the ability for users to manage their account details as per GDPR (including deletion of their personal accounts).

EBSCOlearning enforces an information security policy covering web application security, firewall security, data classification, vulnerability identification, authentication and encryption. Audit trails are maintained for system and user activity. Regular scanning for security weaknesses is performed, and encryption keys use AES-256-GCM with TLS1.2+ endpoints.

The EBSCOlearning platform is accessible online 24/7/365, hosted on AWS for high availability and designed for 99.9+% uptime. Auto-scaling and multiple servers ensure stability during traffic peaks.

Performance monitoring tools are used, and code security scanning, performance validation and load testing are conducted before production deployment and during major upgrades.

Disaster recovery is supported by AWS with multiple Availability Zones and rapid failover. EBSCOlearning operates redundantly, conducts daily and weekly backups, and uses multi-building deployment, multiple backup layers, cloud-based scalability, an off-site code repository and hardware automation for quick redeployment.

Customer data is encrypted at rest and in transit, with minimal personal data collected. Users can limit data shared, and no data is sold or shared with outside entities. Endpoint protection software and web application firewalls detect and block unusual behavior. Performance is continuously monitored, and strict quality control is exercised through thorough testing, security assessments and a structured software development lifecycle.

For information regarding stability of service, please see our response as provided to the prompt: **"Service reliability / stability,"** under **Company Data & Experience**.

LibraryAware

LibraryAware currently supports TLS 1.2 protocol for security. All user login information is automatically encrypted and all patron/subscriber data is anonymized. LibraryAware's certificate is also RSA-2048-bits. Security is important to the LibraryAware team, and we are always improving our protocols.

LibraryAware itself is a relatively low-risk application that stores minimal personal data; currently names and email addresses are the only types of personally identifying data stored in the application. The LibraryAware application is only accessed by authorized users, and patrons/subscribers only view public-facing output.

For information regarding stability of service, please see our response as provided to the prompt: **"Service reliability / stability,"** under **Company Data & Experience**.

MyHeritage Library Edition

MyHeritage has implemented technical, physical and administrative security measures to protect against the loss, misuse, unauthorized access, alteration or disclosure of users' personal information. For example: MyHeritage periodically reviews and enhances security and privacy practices, as necessary; commissions periodic penetration tests to test the robustness of the security of the service; gives only authorized personnel access to personal information; and only works with labs and third parties who meet and commit to MyHeritage security standards.

MyHeritage implements and maintains reasonable security, appropriate to the nature of the personal information that is collected, used, retained, transferred or otherwise processed. MyHeritage is committed to developing, implementing, maintaining, monitoring and updating a reasonable information security program, but no such program can be perfect; in other words, all risks cannot reasonably be eliminated. Data security incidents and breaches can occur due to vulnerabilities, criminal exploits or other factors that cannot reasonably be prevented. Accordingly, while MyHeritage's reasonable security program is designed to manage data security risks and thus help prevent data security incidents and breaches, it cannot be assumed that the occurrence of any given incident or breach results from the company's failure to implement and maintain reasonable security.

For information regarding stability of service, please see our response as provided to the prompt: **"Service reliability / stability,"** under **Company Data & Experience**.

Rosetta Stone Library Solution

Rosetta Stone is committed to the privacy and security of personal information. Only a username and password are required to use the Rosetta Stone Library Solution, and data is kept secure and confidential. The system only collects derived information, such as lesson history.

Rosetta Stone safeguards customer privacy while providing valuable services, using personal data to support and improve products. The company works with service provider partners who share its commitment to data protection.

Further regarding information technology and security practices—Rosetta Stone maintains a robust information security program, reviewed annually to update policies and security measures. The program incorporates physical, administrative, technical and organizational security measures appropriate to the company's size, and the sensitivity of processed data.

Technical and organizational measures include firewalls, threat detection, secure networking and encryption of data in transit and at rest. Systems and hosting providers are SOC 2-audited, and certifications include PCI DSS and ISO 27001.

Rosetta Stone continually monitors compliance and conducts internal reviews to identify potential gaps, and to protect against threats to the security, confidentiality and integrity of personal data.

Multiple redundancies and backup procedures support business continuity and disaster recovery plans. Industry best practices are followed to protect against insider and external threats, including access controls, audit controls, vulnerability scanning, penetration testing and aggressive patching.

Multi-factor authentication is used for backend systems, and TLS 1.2 is supported for authentication. Applications are load-balanced, and intrusion prevention and vulnerability scanning are in place. Security testing is performed regularly, and suspected penetration attempts are logged and reviewed daily.

For more information, please see: <https://www.rosettastone.com/legal/dataprivacyandsecurity> and the [Rosetta Stone Privacy Policy](#).

For information regarding stability of service, please see our response as provided to the prompt: **"Service reliability / stability,"** under **Company Data & Experience**.

- **Additional Company Information (*Unlimited*)—Continued**

4.0 PRODUCT FEATURES

- **4.1 Product features that make it more appealing than that of a competitor**

EBSCO is the global leader in the provision of diversified information services. We offer premium content, not only through journal and magazine subscriptions, but also through bibliographic and full-text databases, digital archives, eBook collections, readers' advisory tools, clinical decision-making resources and more. As a leading technology company, EBSCO also offers a suite of feature-rich platforms and tools for building and administering information collections, analyzing usage, integrating with library systems and delivering content to end users.

EBSCO's mission statement is to transform lives by providing relevant and reliable information when, where and how people need it. Under this core philosophy, we operate in a manner that ensures our customers are provided vetted, quality information through accessible, online platforms. For each customer, we provide tailored packages of content and products that suit their unique needs, whether based on market, demographic, location or other factors. EBSCO believes that information is a powerful tool for change, and we work to ensure that our customers can provide information that best suits their user needs.

Some of the areas in which EBSCO feels we exhibit expertise and unique value have been outlined for your further reference below:

Commitment to Openness

Choices matter—EBSCO is an active proponent of an open, interoperable library environment, across technology and data sharing, as evidenced by our participation on the NISO Open Discovery Initiative (ODI) Committee, our partnerships with more than 60 ILS providers, the company's work in support of FOLIO (an open source library services platform) and our metadata sharing policy. As a content provider, EBSCO strives to work with all discovery and ILS vendors in a way that encourages and requires mutual sharing, and since 2014 has offered to share metadata in a collaborative way with many vendors.

EBSCO has an enormous number of partnerships with publishers, database and content providers, and has been in discussions with other discovery vendors on this topic. EBSCO appreciates that libraries desire to enhance open interactions across the library community, and will continue to work toward this mutual goal. For overall library solutions, while EBSCO offers our own Full Text Finder link resolver, we also integrate a number of third-party link resolvers from other vendors, to help libraries select solutions that work best for them. In addition, EBSCO supports a variety of catalog formats and is compatible with any major ILS on the market.

Commitment to Relevant, Quality Content

EBSCO employs a comprehensive relevance ranking strategy that utilizes numerous criteria, including term frequency, field weighting, exact field matching and content attribute boosting, to provide the user with the most relevant results for their search queries. EBSCO's goal is to display the most relevant records on the first page of the search results. The major contributing factor in relevance scoring is the frequency of the user's search terms in matching metadata and full-text records. Like all search engines, EBSCO begins by finding records that contain the words that match

the user's search query. Some matching fields are considered more important than others for relevance scoring purposes and are weighted to take advantage of their relative importance.

EBSCO is a global leader in indexing open access journals, and providing linking from the A&I to the full text at the open access publisher's website. As such, EBSCO is focused on procuring and providing only the highest quality content for our customers. Many database aggregators in the library information industry include high levels of unvetted, predatory content in their offerings to expand on-paper numbers—and EBSCO works to fight against this practice. Our mission is to provide relevant and reliable information to libraries around the world, and we have strict vetting processes in place to minimize the inclusion of predatory content in our open access and paid offerings.

EBSCO will provide additional indexing to open access articles to enhance their visibility within our resources. EDS works seamlessly with various open access repositories, including HathiTrust, DOAJ and the Networked Digital Library of Theses and Dissertations, among others. Working to continually enhance our open access offerings, we ensure the quality and legitimacy of this content with a thorough review process, before adding any journal to our databases. EBSCO's meticulous indexing process, combined with a superior search algorithm, ensures access to relevant open access content alongside our paid offerings.

Some of the measures in place to prevent predatory open access journals from being added to our databases include consultation of industry sources, iThenticate software and other selection criteria; all are consulted when accepting or rejecting a journal for placement in EBSCO databases. EBSCO also relies on, and appreciates, alerts from interested parties within the library community as, due to the deceptive nature of this content, there is always a risk that a few titles may go undetected.

Interoperability

EBSCO offers products that span a wide variety of content areas but still easily integrate, as they are all designed and/or sold by EBSCO. This reduces patron frustration and creates a more seamless online content experience.

Unique and Valuable Features

Overall, EBSCO's offer includes a wealth of unique content and interoperability. As examples of appealing and unique features from the various categories, please note the following:

EBSCOhost provides:

- *Powerful, precise search tools* with AI Insights and Natural Language Search to support user queries.
- *A personalized research workspace* (My Dashboard) with project tracking, bulk saving and seamless cloud sharing.
- *Advanced citation, linking and integration features* supporting major formats, bibliographic tools and LMS systems.
- *Exceptional accessibility and global usability*, including text-to-speech and 32+ interface languages.
- *Robust library support*, with deep system integrations, analytics, flexible authentication and 99.9% uptime.

Explora provides all of the above, plus:

- *Engaging, visual research experiences* with curated Topic Categories, Featured Content and a hierarchical Topic Explorer.
- *A Personalized workspace* through My Dashboard, bookmarks, saved items and cross-device access.
- *Powerful search and discovery tools*, including advanced filters, reading-level indicators and spell-checker tools.
- *Built-in accessibility and youth considerations*, with text-to-speech, Lexile measures and COPPA-compliant privacy protections.
- *Seamless classroom integration* via Google Drive/Classroom, Microsoft OneDrive, LMS/LTI connections and instant citation tools.

EBSCO Discovery Service with Full Text Finder provides:

- *A unified discovery experience*, featuring a single search box, index, interface and results list that provides streamlined access to all library content, intuitive search features and one-click full-text access.
- *Highly accurate results*, bolstered by Enhanced Subject Precision and relevance ranking that prioritizes subject terms, publication value and suitability to return the most relevant materials.
- *Customization for disciplines*, so libraries can create subject-specific profiles to deliver tailored content and search behavior for different academic fields.
- *Research Starters for quick understanding*, featuring citable, authoritative topic overviews that give users fast, reliable background information and links to deeper resources—reducing reliance on open-web searches.
- *Flexible integrations and authentication options*, including robust interoperability with Google (Drive, Classroom, Scholar), LMS/ILS systems and multiple authentication setups—including single sign-on—ensuring seamless access across platforms.

Auto Repair Source provides:

- *Authoritative OEM information*, with all repair and service content coming directly from the Original Equipment Manufacturers (OEM), ensuring the most accurate, trusted and up-to-date guidance available.
- *MOTOR expertise*—built on data from MOTOR Information Systems, an industry leader since 1903, Auto Repair Source provides unmatched automotive accuracy and depth.
- *Comprehensive repair coverage*, including step-by-step procedures, wiring and component diagrams, maintenance schedules, labor estimates, service bulletins, recalls and engineering specifications.
- *A smart, user-friendly interface*, optimized for touch devices with intuitive search, zoomable diagrams and easy printing, making complex vehicle information accessible and practical.
- *Robust diagnostic support*, including diagnostic trouble codes (DTCs), flowcharts, part numbers, pricing and instructions across powertrain, chassis, body and network systems—helping users pinpoint issues and validate repair costs.

BlueCareer provides:

- *A career exploration platform* built specifically for the skilled trades industry, offering a more focused alternative to generic career sites.
- *Exclusive resources*, including video training courses and integrated job opportunities through BlueRecruit.

- *An AI-powered Career Journey Generator* that creates personalized career paths based on each user's skills, interests and goals.
- *Real-time, localized insights* on pay ranges and in-demand skills, sourced directly from BlueRecruit's hiring data.
- Unique, up-to-date and comprehensive skilled trades information unavailable anywhere else, helping users confidently start and advance their trades careers.

FinancialFit Multilingual provides:

- *Engaging and approachable financial education*, delivered through expert-created, self-paced lessons that use scenario-based storytelling, video, visuals and interactive activities, with no prior knowledge required, all reviewed and updated regularly for accuracy.
- *Learner-centered tools*, featuring 159 microlessons organized into 21 learning modules, each of which includes a post-test assessment (with questions aligned to national financial education standards) that generates personalized study plans and awards a completion certificate, along with comprehensive worksheets, checklists, interactive financial calculators and a glossary of 650+ key financial terms for quick, easy reference.
- *Seamless LMS integration (LTI 1.3)* with Canvas, Blackboard and Brightspace/D2L, enabling single sign-on, embedded modules and auto-synced post-test assessment grades for streamlined classroom use, with Google Classroom and Schoology integration on our near-term roadmap.
- *An intuitive, mobile-first user experience* featuring progress tracking, certificates, expanded dashboards and simple navigation for learners of all digital skill levels.
- *Comprehensive Spanish-language support*, including professionally vetted translations, bilingual toggling, Spanish video captions, translated content, assessments and tools, plus language-specific usage data for administrators.

Flipster provides:

- *Hundreds of titles unique to EBSCO*, and not available from any other digital newsstand.
- *The ability to purchase individual titles*, giving libraries more freedom to choose and preserve budget, where possible.
- *Seamless, flexible access*, with simple authentication via single sign-on, compatibility across devices and browsers, on-site/remote/mobile access, offline reading via apps, and easy checkout/download to mobile devices.
- *A user-friendly reading experience*, featuring a visually dynamic newsstand with intuitive browsing and search, unlimited simultaneous use for most titles, one-click access to extensive back issues, hyperlinked contents, keyword search across issues, printing/zoom options, and mobile app text-to-speech for enhanced accessibility, designed with WCAG 2.2 Level AA and compatibility with screen readers in mind.
- *Efficient library support*, with free MARC records, easy ILS integration, robust administrative tools, fast acquisition with titles delivered within hours, and no-cost implementation, training, branding or ongoing support.

HLM MARC Updates service provides:

- *The ability to split large MARC files into multiple smaller files* by setting a maximum number of records per file—helpful when an ILS cannot process very large files.
- *An option to separate serials and monographs* into distinct files, to accommodate ILS loaders that assume a single record type per file.

- *Flexibility to receive adds, changes and deletes* either as separate files or combined into a single file, depending on the library's workflow needs.
- *Choice of update frequency and scope*—libraries can receive full MARC files each run or just incremental updates (adds/changes/deletes since the previous run).
- *Customization of output format and URL handling*, including selecting MARC-8, MARC Unicode or MARC-XML, and choosing whether proxy prefixes should be added to 856 \$u URLs.

For a full list of customization options, please see: <https://connect.ebsco.com/s/article/HLM-MARC-Updates-Service-Customization-Options>

LibraryAware provides:

- *NextReads newsletters for readers in every subscription*, with 20+ monthly newsletters on genres and topics that readers love to receive in their inbox, curated by the book experts at NoveList.
- *Thousands of promotional templates not found anywhere else*, created by professional designers and library experts, featuring promotional materials for summer reading, storytime, books displays and more.
- Millions of already-licensed graphics, images and book/AV covers, with no attribution required—and libraries may also upload their own images with no limits.
- *Unlimited subscribers and sends*, meaning the price stays the same as your library grows.

MyHeritage Library Edition provides:

- *A Record Detective feature*, which lists "Related Records" at the bottom of the page, when available, enabling the user to quickly jump between records that are relevant to their search, without performing a manual search each time.
- *Extensive Family Tree content from WikiTree, FamilySearch, Geni and others*, which can open up an entire side of one's family and provide the user with priceless gems, such as digitized family photos, and help them break down walls in their research. Often, family trees contain information culled from local archives or private family collections, which a researcher may never have access to.
- *Exclusive databases not found anywhere else*, including more than 2.4 billion exclusive names in family trees.
- *Printing and emailing capabilities for ease-of-use*—users are able to print, download and email search results at their convenience. Every record page includes the Print button with the printer icon, which organizes the information on the page in a printer-friendly way and opens the print function on the browser.
- *The ability to submit corrections*, if users have spotted an error in a given record, using a "suggest an alternative" link.

NoveList K-8 Plus and NoveList Plus provide:

- *Read-alike suggestions*—both versions help readers discover similar books, authors and series with hand-crafted recommendations.
- *Mix-and-match unique story elements*—both databases include tools for creating a personalized result list of recommendations to match individual reader preferences.
- *Professional reviews and reader ratings*, including professionally written reviews, as well as reader ratings.

- *Curated lists*—both offer librarian-crafted reading lists to guide discovery, including lists drawn from pop culture and trending topics.
- *Lists of award winners and media mentions*, including lists of books that have won literary awards and/or have garnered buzz on popular TV, radio and podcast shows.

Novelist Select provides:

- *Enhanced book discovery at the point of need*—Novelist Select enriches a library's catalog, discovery system, self-check kiosk, apps and more with expert-curated book suggestions based on subjects, genres and appeal terms, helping readers find more than just bestsellers.
- *Patron insights via the Analytics Dashboard*, showing how patrons interact with the recommendations, including which titles, authors and series are viewed most.
- *Powerful recommendation features*, with tools like read-alikes (for books, authors, series and audiobooks) and mix-and-match story elements, helping users find personalized recommendations.
- *Deep, curated metadata for librarians and readers*—Appeal terms and the Story Finder make it easier to understand books and to generate tailored reading suggestions.
- *Robust series information and "Why" statements*, including complete reading-order series details and unique notes, like when to read a prequel, and clear "why you'll like this book" explanations that are highly popular with users.

Rosetta Stone Library Solution provides:

- *Support for diverse, multicultural communities* by offering inclusive language-learning experiences that help patrons build confidence in multilingual environments.
- *Coverage of 20+ world languages*, including ESL, with immersive lessons, activities, stories, audio companions and alphabet tools.
- *Advanced speech-recognition technology* that provides real-time pronunciation scoring, adjustable difficulty, background-noise cancellation, mobile speech recognition and the ability to slow native speech for clearer learning.
- *A trusted, proven immersion method*, backed by 25+ years of use by organizations worldwide and known for its award-winning, interactive approach.
- *A platform that is accessible anywhere* with high-quality content available through the library on any device, including mobile, supporting flexible and convenient learning.

○ **4.2 The search capabilities of the product or service**

Designed for all levels of searching to be performed with ease, EBSCO interfaces provide both novice and experienced users with the speed and flexibility needed to conduct productive search queries. Searching is facilitated through easy-to-use search modes, speaking to all levels of research, and to produce quick, efficient results.

Regardless of search method, all prompts, menus, instructions, help and on-screen text are clear, concise and easy to follow. The offered interfaces are extremely user-friendly, and guide the user effortlessly through the searching process.

EBSCOhost, Explora, EBSCO Discovery Service with Full Text Finder

EBSCO interfaces are designed to be user-friendly and intuitive, offering modernized and enhanced search capabilities and features. This includes both Basic and Advanced searching modes.

The most Basic form of searching is by keyword; the initial screen offers a single Find field, located in the center of the page. From this screen, users can enter their search terms and apply select limiters and filters. This includes the option to limit results by full-text availability, availability at the library, peer-reviewed status and custom publication date range.

The Advanced search format presents available search options in full. The library administrator can choose from the following Advanced Search layouts: Single Find Field and Guided Style (which supports up to twelve Boolean-linked search boxes). Indexed authority files may also be available for searching, depending on the database(s) selected.

The Advanced Search page search boxes automatically resize, to always show the full length of the search string entered. Users can add up to 12 search boxes by clicking "Add row," and opt to delete any additional rows back down to the default of 3, by clicking "Delete row." There's also the option to "Clear all" search boxes at once.

Regardless of preference, the search boxes remain in view while navigating the interface (for example, when viewing a detailed record for any given result). Both search options also support a variety of search styles and search aids, including:

- Choice of search mode
- Indexed field code searching
- Predictive search and spellcheck
- Pre- and post-search limiters and filters
- Controlled vocabulary, subject and publication search
- Various search commands and styles, including use of truncation and wildcards, Boolean operators, nested and proximity statements, phrase searching and other search commands

Ultimately, users have the option of drilling as deeply as they want for searches, while their search experience remains user-friendly and intuitive despite its scope.

Once a search is completed, users will be presented with a detailed results display. The Result List provides brief bibliographic information for each record, including title, author, publication details, relevant subjects and record type. Listings also include links to view article full text within the browser interface, if available.

Users who select a title from the Result List will be directed to the item's further Detailed Record, which is an expanded version of the same detailed information and viewing options. From the Detailed Record, users can also see additional indexed metadata, as available. This can include an abstract, ISSN, full text word count, DOI or any other information not displayed in the brief, standard or detailed record view on the results list.

Hyperlinks attached to the Series, Author, Source, Keywords, NAICS Codes, Subject, Category and more (as applicable), will also populate a new search based on that criteria.

Depending on the database and result type, Detailed Records can also include HTML full text, available directly within the record. Results with PDF Full Text also include links to view the full-text in-browser, available through the Full Text Viewer.

Within the Detailed Record and Full Text Viewer, users have access to a variety of user enhancement features. Examples include the ability to:

- Print, email and save PDF full text
- Create persistent links
- Cite and export to popular bibliographic software
- Save to personal folder
- Save to Google Drive
- Share to Google Classroom

Auto Repair Source

All Auto Repair Source content is made available to end users online, through a dedicated product interface. Designed for touch-enabled devices such as laptops and tablets, Auto Repair Source offers a user-friendly search experience, helping users to quickly diagnose, repair and maintain today's complex vehicles. Navigation is easy, and content is always kept current, accurate, easily understood and well-organized.

To begin, Auto Repair Source allows users to find relevant vehicle information by offering options to select vehicle year, vehicle make and vehicle model information. Alternatively, users can enter a VIN or select a recent vehicle previously searched, to run a new search. Auto Repair Source now supports an enhanced search experience that allows users to look up vehicles by VIN, YMME and ACES parameters.

Once a vehicle is selected, users can then reference and browse content by content type. Auto Repair Source allows users to access the following content types and categories:

- Step-by-step repair procedures
- Wiring diagrams
- Technical Service Bulletins (TSBs) and recall information
- Maintenance schedules
- Estimated labor times
- Diagnostic Trouble Codes (DTCs)
- Component location diagrams
- OEM part numbers, diagrams and pricing
- Specifications

Users can choose to limit their searches by content type by clicking into a specific category, or browse all categories within a menu on the left-hand side of the screen, which will display additional topic information. Searching both the header and article details can return the most relevant results in weighted order.

Upon selection of any topic, the list expands to display relevant sub-topics. Associated content (related repair details, required tools, warnings) is presented with service procedures in a single location, ensuring that users do not waste time looking for the data they need. Hyperlinks within component location diagrams and Diagnostic Trouble Code (DTC) workflows also take the user to the associated repair procedures.

Alternatively, users can choose to perform a quick keyword search for information of most interest. For further ease-of-use, diagrams and images can also be easily magnified and printed. At any time, users can also return to the vehicle selection screen to start a new search.

Regardless of how broad or targeted a search, Auto Repair Source navigation is easy; content is current and accurate, easily understood and well-organized. Search history is supported for current, active sessions.

BlueCareer

The BlueCareer interface is made clear and easy to navigate. On the homepage, users are presented with three primary, tiled options: the ability to explore careers and trades to find their perfect career fit, the ability to learn more about a given field that has piqued their interest, and the ability to look for jobs that match a level of work experience.

As opposed to basic and advanced search capabilities, users are presented with multiple options for browsing content. Each industry tile will present key informational detail, such as an overview of the profession, fast facts (e.g., hourly pay, ranking among in-demand careers, requirements related to drivers' license and clean criminal record) and necessary skills. Additionally, users can find articles, podcasts, Instagram (and soon, TikTok) community connections, as well as curated YouTube videos with first-hand accounts and valuable advice about working in the field. "Day in the Life" insights and content from social influencers linkout to external sources to give users a genuine understanding of the day-to-day realities of various roles. Further, BlueCareer allows users to search for schools and scholarships, enabling users that are interested in furthering their education a chance to find specific programs relevant to their field.

A personal dashboard presents further tiled options and information. Users can easily create a job seeker profile, take a personality assessment, view in-demand trades and careers, map out a career journey, and browse through the materials presented in the platform's dedicated resource center. The progression is natural and intuitive, allowing users to organically find information and discover personal insights.

FinancialFit Multilingual

FinancialFit provides robust search and navigation tools that help users efficiently locate relevant financial literacy content within the platform. Key featured and capabilities include the following:

- **Keyword Search**
Users can search keywords across the platform to quickly find microlessons, checklists, planners and tools that match their interests or questions. A search bar is available at the top of the interface, allowing users to enter specific terms (e.g., "credit score," "budgeting" or "savings") and retrieve relevant results directly.
- **Topic Organization and Filtering**
Content is organized into clearly defined thematic categories on the homepage, such as *The Basics*, *Borrowing Money* and *The Big Expenses*. Within each category, users can view related learning modules (e.g., *Monthly Budgeting*) and expand those modules to access individual microlessons. Patrons may choose to launch a specific microlesson directly or begin a module and progress through the lessons sequentially. This structured hierarchy supports both

targeted searching and guided learning, allowing users to move efficiently from broad financial topics to specific areas of interest without requiring precise keyword searches.

- **Glossary Lookup**

FinancialFit Multilingual includes a comprehensive glossary of more than 600 defined financial terms. Key terms within microlessons are hyperlinked, allowing users to navigate directly to glossary definitions for quick clarification and reinforcement of financial concepts.

- **Spanish-Language Search**

All search and navigation features described here are fully available in Spanish within FinancialFit Multilingual. Spanish-speaking users can browse thematic categories, access modules and microlessons, utilize keyword search and navigate glossary terms in Spanish. This ensures equitable access and allows patrons to locate and engage with financial literacy content using familiar language.

- **Navigation Enhancements**

The platform's intuitive layout and dashboard help users track progress and revisit previously accessed lessons without repeating searches. Users can also jump directly to related resources from search results or topic pages.

Together, these features make it easy for patrons of all ages and backgrounds to find the exact content they need, whether they are seeking guidance on a single topic or exploring broader areas of financial literacy.

Flipster

The updated Flipster interface incorporates customer feedback and accessibility enhancements, including a streamlined newsstand and improved back issue access. Flipster delivers a comprehensive, modern digital magazine solution for libraries and their patrons.

Flipster offers robust, intuitive search tools for digital magazines. Users can search by Keyword, Title, Category, ISSN or Publisher using a drop-down menu. Advanced searches are supported with Field Code Searching and Boolean operators, allowing targeted results (e.g., "CT Entertainment AND LA Spanish").

The "Explore Categories" option enables quick browsing by subject, and users can view the latest issues or access a complete, date-sorted collection. Search results can be sorted by Relevance, Date or Title, and filtered by Publisher, Language and Category.

Users can access the latest issue directly, view detailed publication records, and select previous issues from a back issue grid. Direct links to search results, titles, and specific issues or pages can be shared for seamless access.

Moreover, users can use the search tool in the magazine viewer to search within the currently opened issue, or within all back issues of a title.

HLM MARC Updates

Please note that the traditional search capabilities of EBSCO's research solutions are not applicable to HLM MARC Updates, as HLM MARC Updates is a for-fee service that helps librarians update their

library catalog with their electronic holdings, as managed in EBSCO's Holdings and Link Management (HLM) module.

LibraryAware

On the LibraryAware homepage, users can browse through carousels of new releases, staff picks and trending templates. Users can also use the search bar to search for keyword-related material, such as summer reading or storytime templates. Results can then be refined by Format, Editor Type, Collections and Audience. The search results will default to the most relevant results first, but can also be sorted by:

- Date Created—Newest First
- Date Created—Oldest First
- Template Name—A to Z
- Template Name—Z to A

The number of results returned from a search will display under the search bar. Staff can navigate through the pages of results at the bottom of the page by clicking on the arrows or the page numbers.

For any given template, staff can click the Preview option to take a closer look, or can click the Create button to customize it. Staff can edit text, resize elements, move elements and swap out images and icons, much like other popular graphic design services.

MyHeritage Library Edition

Searching MyHeritage Library Edition is fast, simple and user friendly, with several options for conducting as broad or targeted a query as the user would like. Once authenticated, users can begin searching immediately, and are presented a variety of basic and advanced search options.

For example, from the homepage, a basic search can begin by entering information into any of the following fields: first and middle name(s), last name, year of birth, place (of birth, residence or other) and/or keyword. By default, basic searches include a certain amount of flexibility in search results, but users can check the "Exact search" box to limit the results to these search terms. The default also checks off "With translations," meaning the search engine will look for results translated into other alphabets (Cyrillic, Hebrew, Greek, etc.).

The advanced search allows the user to enter more details and is easily accessed by selecting the "Advanced Search" option in the top right corner. With the advanced search, users can include information on additional relatives and designate their relation to the main person of interest. Additional information on events in time can also be included and specified in relation to a certain date and place, including birth, death, marriage, residence, immigration and military service. Moreover, several flexibility options are available with the advanced search. As with the basic mode, this includes whether the user would like matches to be exact or to include variations, such as:

- Similar names
- Spelling variations
- Matching initials
- Names starting with certain letters
- Names that sound similar based on sound-matching technology

- Flexibility of date by closeness and year +/-

Alternatively, users can choose to search within specific collections (i.e., searching only the *1940 United States Federal Census*), or search by location using the interactive homepage map. Clicking on any map region will open a selection panel of sub-locations (countries and/or states) with links to search pages for that region. Clicking on a link will bring the user to a dedicated search page for that locale. At right is a list of collections that are directly related to the region. Users can then choose to conduct a search within one of these collections, or use the search options box to search regional records overall.

Landing pages for specific collections or record types will also display customized search options, allowing the user to insert the types of information that yield the most accurate results. For instance, for military records, the basic search offers the ability to search by year and location of military service. MyHeritage Library Edition also provides helpers to assist researchers find the information they are looking for, including options to calculate the year of birth based on age at a certain point in time.

NoveList K-8 Plus and NoveList Plus

NoveList supports keyword, Boolean and phrase searching, with options to limit by major category, keyword, phrase and more. Permalink functionality and extensive citation information are also available.

Basic and advanced search options mirror the EBSCOhost platform. Users access an engaging homepage with a basic search bar and highlighted content; they can also choose the Advanced Search option to apply multiple Boolean-linked fields and limiters to their query. NoveList contains hundreds-of-thousands of indexed titles. Using the Advanced Search form, users can easily search within indexed fields using field codes, focusing on areas such as Title, Author, ISBN, Publisher, Series, Contents, Subject, Genre, Appeal Factors, Publication Year, Dewey Number, Reviews, Themes and Media Mentions. Staff and patrons can add keywords and filter results, as needed, as well.

The homepage features tools for easy access, including curated lists, new series titles, an interactive book match-making tool and quick links to popular searches. The “Explore Titles by Story Element” tool allows users to combine appeal terms for targeted searches, describing characters, illustrations, identities, storyline, mood and writing style. The Story Elements Index under “Discover NoveList” covers genres, appeals and themes, with “at a glance” metadata and links to other resources. Pages are organized by category, helping staff connect readers to books based on appeal terms like humor or emotional content.

After submitting a query, users receive a detailed Results List with varying levels of detail, categorizations and links to relevant records. Results can be refined using limiters in the “All Filters” tab, including publication date, genre, mood and storyline.

NoveList Select

NoveList Select does not include a typical search interface; however, within the application, there are several ways to search for more:

- *Story Finder*—this interactive tool gives the user an opportunity to mix-and-match story elements (appeal, genre, themes) from the original book in order to find other similar books.

- *Lexile Measure*—this search area allows the user to search for books at the same or similar Lexile range.
- *Accelerated Reader*—this search area allows the user to search for books at the same or similar Accelerated Reader level.

Rosetta Stone Library Solution

Featuring an updated and modern interface design, Rosetta Stone Library Solution provides access to one of the most effective language learning products for learners of all ages. Through Rosetta Course, learners speak, listen, read and write—all without translation or memorization.

As a language learning platform, Rosetta Stone Library Solution offers a variety of searching and curriculum options for users. The platform is designed so that even beginning learners can easily navigate through the program at their own pace. Key to this approach is a selection of curriculum options and course settings which enable individual learners and/or their instructors to personalize the learner's approach to the content presented in the program. These include:

- Differentiated curriculum options:
 - Standard (Reading, Writing, Speaking and Listening)
 - Extended (Reading, Writing, Speaking and Listening)
 - Speaking and Listening Focus
 - Reading and Writing Focus
- Interface language settings to provide instructions, titles, hints and reminders in the learner's native language
- An alphabet tool to introduce letters/characters and sounds
- Case, punctuation and diacritic sensitivity
- Voice settings for male, female or child
- Customizing the headset microphone to each individual learner's voice
- Speech precision settings
- Alphabet support
- A "Show answers" button for each screen in the program
- Prompts about what to do on a particular screen if the learner hesitates
- Information about the target language
- A "Continue to next screen" button which automatically advances the program or enables the learner to advance the program manually
- A "Turn off speech recognition" option

Constant feedback and continuous reinforcement keep students excited and engaged as they build proficiency in all four language skills, systematically working through the program's interactive lessons. The program is designed to get learners speaking in the target language quickly and effectively. Using an immersion method pioneered by Rosetta Stone, learners think in a new language by connecting words with vivid imagery, in realistic contexts that convey meaning.

○ 4.3 The lending model and access methods of the product

Access Methods

EBSCO's offered products are web-based, hosted solutions available through any internet-connected device, including tablets and mobile phones. They are compatible with common, updated

web browsers and operating systems. Products are also designed to be easily accessible from the library's website and OPAC. Available methods of display include:

- Product Buttons
Which enable the library to embed a link to the EBSCO platform from any point on their website.
- Customer Search Box
A custom search box (made with EBSCO's search box builder tool) enables users to initiate a search of the library's EBSCO database, eBook and digital archive content directly from the library website.
- Catalog Display
EBSCO offers complimentary MARC records for applicable electronic media, which can be easily integrated into the library's OPAC, so long as it's compatible with .mrc files. Once a MARC record is downloaded, it can be loaded into and accessed through the library's online catalog. When users select a MARC record from the catalog, they will be linked to the applicable platform, where they can continue to search and review content.

For supported authentication methods, please see our response to **section 3.1.1**, within the **Additional Company Information** section.

Lending Models

The majority of EBSCO's subscription-based products support unlimited simultaneous user access, including:

- EBSCOhost and Explora databases and digital magazine archives
- The EBSCO Discovery Service platform
- EBSCO eBooks subscription collections
- The LibraryAware platform
- NoveList services, including NoveList Plus, NoveList K-8 Plus and NoveList Select
- Specialized resources including Auto Repair Source, BlueCareer, FinancialFit Multilingual, MyHeritage Library Edition and Rosetta Stone Library Solution

As far as lending models, please note the following caveats for Flipster and EBSCO eBooks:

- Flipster subscriptions are offered on an annual, title-level basis. The vast majority (roughly 95%) are offered with unlimited usage and permissions. Limited usage models are predetermined by the publisher, ranging from 20 to 5,000 simultaneous users (per issue). EBSCO works with publishers to encourage higher models and most titles with limits are exclusive to the Flipster collection.
- EBSCO eBooks purchased on a perpetual, individual basis are offered with a variety of license types, pending publisher preference, the library's choice of access model and acquisition method. Regardless of access level, all eBooks are available on the end user platform 24 hours-a-day, 365 days-a-year. Briefly, available license types include:

- Individual, direct title selection and purchase, with a Simultaneous (SIM) User Access Model (1B1U, 1B3U, 1BUU, DRM-free)
- Individual, direct title selection and purchase with a Concurrent Access (CAM) Model (yearly allotment, unlimited simultaneous access)
- Purchase of subject sets and featured collections (in whole or in part) with a SIM or CAM license, per title
- Demand-driven acquisition (DDA) of individual titles with a SIM or CAM license
- Short-Term Loan of individual titles (in 1, 7, 14 and 28-day increments)
- Demand-driven acquisition (DDA) of Short Term Loan titles (experiencing 1-10 loans, as set by the administrator)
- Subscription to EBSCO eBooks collections, with SIM 1BUU access for all titles (and DRM-free, when available)

Of additional note, a "lending model" would not be applicable for the HLM MARC Updates service.

○ **4.4 Reporting tools available to BCLS staff to measure usage**

EBSCOhost, Explora, EBSCO Discovery Service with Full Text Finder, NoveList K-8 Plus and NoveList Plus

EBSCO offers a variety of statistics to help libraries better manage and understand the usage of their resources. These are available to administrators at both the individual library and consortia levels, free of charge. They can be broken down by institution, library type and more, as preferred.

Standard Usage reports include details on Database Usage, Interface Usage, Link Activity, Login Activity and Title Usage. In addition, usage statistics are available through COUNTER Reports, Top Search Terms Reports and Statistical Analytics, which present graphical data on database, interface and login usage. We also offer Admin Usage Reports for AI Insights, where applicable.

Appointed administrators may view these reports online at any time, via the administrative module. All reports are highly customizable and designed for the administrator's ease-of-use. They can be scheduled to run automatically and delivered via email, or requested in-browser and downloaded on-demand. Reports can be set to run for the current month, last month, last 3 months, last 6 months, last 12 months, current year-to-date or a custom range of months. Administrators can access up to two years of prior data.

For your reference, these have been outlined and defined in greater detail below:

Standard Report Types

Standard Usage Reports include many database, interface and title-level usage details, including number of searches, sessions, logins, etc. Standard report types commonly include:

- Database Usage Report
Compiles database sessions, searches and requests logged for all or selected databases in the library's EBSCO profile.
- Interface Usage Report
Reflects the number of interface sessions, searches and requests logged against an EBSCO interface (such as EBSCOhost, Explora, etc.) within a selected time period. If a library uses

more than one EBSCO interface, reports can be run for each interface separately.

- Link Activity Report
Compiles link-outs and link-ins for the products selected by the administrator, helping customers quickly determine which products have the most link activity. A link-out is when a user links from the interface to another service, platform or website. A link-in is when the user links to an EBSCO interface from another platform, service or website.
- Login Usage Report
Compiles successful user logins by login method, client IP, browser, operating system and mobile device. Login method includes all methods of authentication.
- Title Usage Report
Displays the number of requests logged for specific publication titles.

Report options for the above include the following filters, groupings and choices:

- Sites
All sites or a specific site (consortia only).
- Database
View usage of all accessed databases, all subscribed databases, or a subset of subscribed databases.
- Interface
Limit your report to a specific interface, such as EBSCOhost, etc.
- Reporting Period
View usage by a custom or preselected date range. Reports are available for the current year plus the previous two years.
- Analysis Level
Display database usage at the following levels:
 - *Database*
Database being searched.
 - *Interface*
An available platform (EBSCOhost, EBSCO Discovery Service, etc.) that is assigned to a profile. The library administrator can control which profiles will have access to specific interfaces.
 - *Site (consortia only)*
Any member of a consortium. Sites can have user groups of their own and can be treated as separate customers, although organized under one parent.
 - *Group*
A department or division that the site administrator can define within the

administration module. One or more user groups can be set up for any customer. By setting up these user groups, libraries can customize access to EBSCOhost and other EBSCO interfaces, gathering usage statistics in a way that is most suitable to the customer.

- *Profile*
A profile defines the databases, collections, limiters, search screens and other features that are available when using EBSCOhost or other EBSCO interfaces. Profiles are set up in EBSCO's administration module.
- Count Aggregation
Aggregate statistics by the total number of hits (sessions, searches, full-text requests, etc., depending on the statistic being reported) or group them in the report by year or by month.
- Metric View
Choose to view summary or detailed metrics.
- Delivery
Download ad-hoc reports, or email them (one-time or scheduled monthly) in your desired format (MS Excel or tab delimited file).

COUNTER Reports

EBSCO offers the following COUNTER R5.1 compliant reports:

- PR, Platform Report
Summarizes activity across a provider's platforms.
- PR-P1, Platform Usage
Displays platform-level usage summarized by metric type.
- DR, Database Report
Details activity across a provider's databases.
- DR-D1, Database Search and Item Usage
Reports on database searches, investigations and request metrics.
- DR-D2, Database Access Denied
Reports on activity where users are denied database access because simultaneous-user licenses were exceeded.
- TR, Title Report
Details activity by title (journal, book, etc.).
- TR-B1, Book Requests (Controlled)
Reports on full-text activity for books, excluding Open and Free-to-Read content.
- TR-B2, Book Access Denied
Reports on activity where users are denied access to book titles because licenses were

exceeded, or the institution did not have a license for the book.

- TR-B3, Book Usage by Access Type
Reports on all book usage, showing all applicable metric types broken down by "Access Type."
- TR-J1, Journal Requests (Controlled)
Reports on usage of journal content, excluding Open and Free-to-Read content.
- TR-J2, Journal Access Denied
Reports on activity where users are denied access to journals because simultaneous-user licenses were exceeded, or the institution did not have a license for the journal.
- TR-J3, Journal Usage by Access Type
Reports on all journal content usage, showing all applicable metric types broken down by "Access Type."
- TR-J4, Journal Requests by YOP (Controlled)
Breaks down the usage of journal content by year of publication (YOP), excluding Open and Free-to-Read content.

Metric types vary per report.

Top Search Terms Report

This report captures search terms from user-submitted search clicks, restricted to the top 1,000 distinct search terms per interface. The report usage grid includes top search terms, search term frequency counts, and result click conversion counts for the selected reporting period. Usage grid data can be filtered by site, interface, and keyword and can be exported to an Excel and tab delimited text file. In addition, three data visualization views are included for analysis: Term Cloud, Trending Search Terms by Rank, and Search Click Conversions by Interface.

Statistical Usage Analytics

Standard Usage Analytics reports offer interactive graphs to provide quick insight into Database, Interface, and Login Usage. These reports are pre-configured and offer administrators a color-coded visual of monthly usage trends. The Monthly Usage Trend graph plots the last 13 months of usage for each of the three reports. A summary box displays the total counts as well as the counts for each month as the pointer is moved across the chart.

The Database and Interface analytics reports also include a report grid that displays counts for the previous 13 months, broken down by all databases and interfaces that have had at least one use in the last 13 months for any of the pre-selected metrics.

- Database Usage Analytics
Shows database sessions, searches and logged requests for full text, abstracts and link-outs.
- Interface Usage Analytics
Shows the number of interface sessions, searches and requests logged against an EBSCO

interface (such as EBSCOhost, Explora, etc.)

- Login Usage Analytics
Provides details about users' login method, device, operating system and browser.

Admin Usage Reports for AI Insights

Customers can now view AI Insights usage when the feature is enabled:

- Standard Admin Usage Reports
AI Insights usage is captured in two columns of the usage reports for databases, interfaces, and title usage. The first column is "AI Insights Requests", and the second "Total Feature Requests". Currently, "Total Feature Requests" includes only AI Insights. Future releases of major UI features will also be included in this column as part of an aggregate.
- COUNTER Reports
AI Insights usage is also captured under "Investigations" in COUNTER reports.

eBook Subscription Usage Reports

For libraries accessing one or more EBSCO eBooks subscription collections, EBSCO offers dedicated reports with several title-level usage metrics. This includes comprehensive details on how a title is being accessed and downloaded, such as Total Downloads and Total Online Views (for use on the new platform), as well as Total Email Requests and Total Print Requests (for use on the classic platform). The library can select the subscription collection(s) of interest, plus start and end dates for which they would like to retrieve usage. Additional information per title will include Publisher, Publication Year and ISBN.

eBook Title Usage Reports

The eBook Title Usage Report includes detailed metadata, purchase information and usage points at the individual title level, offering enhanced analysis of your overall EBSCO eBooks collection. The report can be run by all eBooks (regardless of usage), by eBooks with usage only, or by eBooks with no usage. For convenience, the report combines titles acquired by all purchase models, including subscription titles, into one unified output. As a result, it offers valuable detail for informed collection development and future decision making.

Report fields include:

- Book ID
- Title, Publication Date, Publisher and Author
- pISBN and eISBN
- LCC, LCSH and LC Subclass
- BISAC Subject Heading
- Language
- Format (PDF/EPUB)
- Access Model
- Purchase Type (Owned, Shared, Subscription, DDA, DDA untriggered, STL)
- Copies Available
- CAM Uses and Refill Date
- Date Purchased and Subscription Begin Date

- DRM-Free Available?
- Price
- Total Accesses, Chapter Downloads, Full Downloads and Online Views
- Print, Email and Save Requests (Classic Platform Only)
- Turnaway
- Active Holds
- Abstract Requests

EBSCO eBook Manager Export Holdings Report

The EBSCO eBook Manager also enables the administrator to download a spreadsheet of holdings data in .CSV format. When exporting holdings data, users have the option to download data for the entire collection, results of a search, or selected titles in the search result list. This export includes a rich assortment of data, including bibliographic data, information about the library's license and level of access to each title, publisher permissions, and integrated full-text access usage and turnaways.

Following is the full list of included fields:

- Title
- Subtitle
- Author
- Publisher
- Contract Publisher
- Publication Year
- Edition
- Series
- Volume
- EISBN
- ISBN
- Product ID
- OCLC Number
- LC Class
- LC Subclass
- DDC
- LC subject
- BISAC subject
- Language
- DRM-free available
- Purchase type
- Copies
- Owned
- Shared
- Subscription
- DDA
- Date added
- CAM renewal date
- CAM uses remaining
- Total accesses

- Turnaways
- Title-level download settings
- Visibility suppressed
- Publisher permissions: Available for download
- Publisher permissions: print/save pages
- Publisher permissions: copy/paste

Auto Repair Source

For Auto Repair Source, EBSCO can provide free usage statistics (a report on the number of login sessions and pageviews per month). These would be delivered in Excel format. Customers can request to receive monthly usage statistics automatically via email, which can be set up via ticket with EBSCO Technical Support. BCLS can provide a list of email addresses that should automatically receive the full reports, and each library can also provide their own usage contact(s). A Support ticket can be submitted if ad-hoc reports are needed outside the monthly export, or if the recipient list needs to be updated for any site(s) as well.

BlueCareer

For BlueCareer, customers are provided with a portal for tracking patron usage. This portal allows for generation of reports by consortium and by individual site. Administrators can access on-demand reports any time and generate statistics for a selected time period, including up to two years of data. Administrators can select a desired time frame by current month, quarter, year and previous month, quarter and year. Reports can be downloaded in CSV format. For reporting that requires specific time frames, extends past 2 years of data or needs to include additional data not available on-demand, a custom report can be requested, generated and automatically scheduled to be emailed to appropriate parties at no additional cost.

On-demand reporting includes usage data for:

- Visitors
- Career Assessment Completions
- Trades Matched
- Information Pages Visited
- Social Media Clicks
- YouTube Clicks
- New Story Clicks
- Trainings Saved
- Training Started
- Courses Completed
- Resources Viewed

The Usage Dashboard presents six visualizations that provide a variety of statistics which include:

- Percentage of Career Assessments Completed
- Percentage of Completed Job Seeker Profiles on BlueRecruit
- Job Seekers Hired on BlueRecruit
- Top 5 Trades added to Job Seeker Profiles on BlueRecruit
- Number of Users
- Number of Users that Create Job Seeker Profiles on BlueRecruit

FinancialFit Multilingual

EBSCO provides BCLS staff with access to a dedicated administrative reporting portal to monitor and measure platform usage. Reports are available on demand and can be generated for custom date ranges, including up to three years of historical data. The usage reports provide graphs and figures in select reports. Reports may be exported in CSV or Excel format for further analysis.

The dashboard includes the following reporting capabilities:

Detailed Usage Summary Report

This report provides:

- Key performance indicators—total resources accessed, new registrations and total page hits
- Top searched resources with ranking
- Resource usage by type
- Comprehensive institutional summary, including registrations, page hits, downloads, and resource activity
- Top 15 most-used resources with usage counts

Institutional Usage Metrics

Administrative staff can track:

- Total user accounts and account growth over time
- Monthly login patterns with trend analysis
- User demographics including browser types (Chrome, Edge, Firefox, etc.), operating systems (Windows, macOS, Android, etc.), and device types (computer vs. mobile)
- Search behavior with top search terms and counts
- Learning engagement metrics such as average number of learning modules taken per user
- Page view analytics broken down by page type (Lessons, Resources, User Settings, etc.)

Resource Usage Metrics

Detailed tracking of:

- Resource usage by type (Microlessons with start, resume, completion, and view time metrics)
- Individual resource performance showing which specific resources are most engaged with
- Time-on-resource analytics

Tool Usage Metrics

Specialized reporting for:

- Calculator tool popularity (e.g., savings goal calculators, credit card payoff calculators)
- PDF download popularity (budget planners, financial guides)
- Finance tool usage trends over time with date-based visualization

Filtering and Customization

All reports support flexible filtering by:

- Consortium level
- System level

- Individual institution
- Date ranges (custom start and end dates)

This allows administrators to drill down from high-level organizational metrics to specific institutional performance.

Flipster

EBSCO offers a variety of statistics to help libraries better understand the usage and value of their resources. This includes a selection of Flipster usage reports, which include circulation statistics for the overall collection and individual titles.

Reports are available to administrators at both the individual library and aggregate system levels, free of charge. They can be broken down by institution, as preferred. Appointed administrators can generate and view these reports online, at any time, free of charge via EBSCOadmin.

All reports are highly customizable and designed for the administrator's ease-of-use. They can be scheduled to run automatically or generated on-demand, and set to reflect specific date ranges, by month and year. Report formats include: Tab-Delimited (report is delivered as a tab-delimited file that can be imported to a spreadsheet) or Excel (.xlsx). These can then be downloaded in-browser, or emailed to a preferred address.

Currently, collection-level Flipster statistics are included in EBSCO's COUNTER R5.1 reports, which are available via EBSCOadmin and SUSHI web service.

For more specific interface, title and issue-level statistics, we also offer a separate reports module tailored to Flipster, including:

- **Platform Report:**
Tracks total number of sessions, search clicks, views, downloads and turn-aways.
- **Title Level Report:**
Tracks usage counts by title, including views, downloads and turn-aways.
- **Issue Usage Report:**
Tracks total number of views, downloads and turn-aways by title, volume and issue.

"Online Views" in the reports refers to usage via the web, either on a desktop or via a mobile device's web browser, whereas "Downloads" refers to usage via the dedicated Flipster mobile app, giving librarians visibility into app usage vs. web-based usage.

Reporting period can be from 1-12 months, with up to three years of details are available.

EBSCOadmin also offers a convenient snapshot of usage with a Platform Summary. This includes data on the last 3 months usage, including total sessions, searches, views, downloads and access denied.

Furthermore, within EBSCOhost Collection Manager (ECM), the library can easily monitor subscriptions at any given time, by pulling a "Flipster Subscription Report." This spreadsheet title list

includes detailed information on the site's total subscription purchases to date, encompassing the following data:

- Title
- Publisher
- ISSN/eISSN
- Category
- Model
- Term
- Quantity
- Start date
- Expiration date

HLM MARC Updates

Please note that reporting tools as it relates to measuring usage is not applicable to the HLM MARC Updates service.

LibraryAware

Inside LibraryAware, users can access reports on demand, which can be exported to Excel, including delivery, open, click, unsubscribes, inactive, bounce rates and other standard metrics to evaluate efficacy. Metrics can be limited by date range. We also offer metrics on print items, account activity and more. Here is an overview of the metrics available; for in-depth detail on available reports, please visit: <https://libraryaware.uservoice.com/knowledgebase/articles/637111-folder-metrics>

E-Blasts

- Name of the e-blast
- Name of the folder the e-blast is in
- Subject line of the email
- Number of subscribers the email was sent to
- Date the email was sent
- Unique Opens
- Unique Views
- Total Clicks
- Unique Clicks
- Individual Link Clicks
- Which subscribers clicked on links and how many links they clicked on.
- Bounces
- Unsubscribes
- Print
- Number of each item format created

Widgets

- Number of views of all widget slides
- Number of clicks on all widget slides

Social Media

- Total number of posts
- Total number of clicks on all posts

- Number of clicks on specific posts

Newsletters

- Unique Opens for all newsletter issues sent
- Rate of opens for all newsletter issues sent
- Unique Views all newsletter issues online
- Rate of views of all newsletter issues online
- Total number of clicks from all newsletter issues sent
- Number of newsletter issues sent
- Number of bounces for all newsletter issues sent
- Number of subscribers that unsubscribed from all newsletter issues sent

The **Folder Metrics page** provides statistics on all Items, across all the organization's folders. Staff have access to statistics for all folders in the account or any single folder. The Folders Overview can be filtered by:

- Starred—View statistics for only those Items that are starred
- Created By—View statistics for items created by a particular user
- Select Folders—Select one or more folders to view
- Date Range—Select a beginning and end date for the publication date range (or creation date for Print Items)

Tabs within the Folder Metrics view include Overview, Email, Links, Widgets, Social Media and Print.

MyHeritage Library Edition

EBSCO can provide monthly aggregate usage reports for MyHeritage Library Edition, including statistics for all sites affiliated with the customer account. These reports are available upon request by contacting our Technical Support department and are offered free of charge.

Reports offer a variety of valuable information on traffic and usage, including:

- Number of searches made
- Number of page views (all pages viewed on MHLE)
- Number of record views
- Number of sessions

MyHeritage only compiles usage at the beginning of the month for the previous month (For example, April's report is received in May). The raw file EBSCO receives is in Excel format, as are the reports we edit and compile from that and the reports we send to customers.

NovelList Select

For NovelList Select, an analytics dashboard is available for any staff member at the library. Analytics include:

- Reader Engagement—charts with year-over-year data of clicks and views of NovelList Select, as well as downloadable CSV files
- Views by readers last month
- Clicks by readers last month

- Reader Insights: A breakdown of the Novelist Select features clicked on
- Popular titles last month
- Popular series last month
- Popular authors last month

Rosetta Stone Library Solution

The Rosetta Stone statistics that EBSCO sends each month for each subscribed customer include the following:

- The total Active Users that month
- The total Usage Hours that month
- The total New Users that month (a subset of A)
- The total New User Usage Hours that month (a subset of B)

Rosetta Stone Library Solution Plus also offers a reporting system to measure learners' progress. Through this system, administrators can import and export data, as well as run progress reports at the learner level.

Usage Reports for Administrators Include:

- [Usage Report](#)
- [Learner Curriculum Report](#)
- [List Curriculum Report](#)
- [My Reports for Administrators](#)

More details on reporting capabilities are available at:

<https://support.rosettastone.com/s/article/Rosetta-Stone-Reports>

- **Additional Company Information (*Unlimited*)—Continued**

5.0 PRICING VALIDITY PERIOD

Due to the anticipated time required for evaluation, negotiation, and finalization of the master agreement and associated terms and conditions, including legal review and approval, respondents are requested to hold all proposed pricing firm for a minimum of one hundred eighty (180) days from the RFP submission deadline. Respondents should be aware that pricing may be required to remain valid through the anticipated contract start date of October 1 and, if awarded, for the full initial contract term of twelve (12) months. Accordingly, respondents are requested to identify in their proposals the maximum duration for which pricing can be held firm without adjustment, and to clearly disclose any assumptions, limitations, or conditions that may impact pricing beyond the initial one hundred eighty (180)-day period or during the initial contract term.

As outlined prior, EBSCO understands that respondents are requested to hold all proposed pricing firm for a minimum of one hundred eighty (180) days from the RFP submission deadline. We can agree to this length of time for all proposed products and services.

We cannot, however, guarantee that catalog pricing for EBSCO eBooks or Flipster digital magazine subscriptions will not change throughout the anticipated contract start or ensuing contract term; pricing is subject to change, at the publisher(s) behest. Dynamic online pricing is available for both of these services, upon request.

Additional Company Information (Unlimited)—Continued

Interface Overviews	84
Auto Repair Source	84
BlueCareer	87
EBSCOhost	88
EBSCO Discovery Service with Full Text Finder	92
Explora	95
FinancialFit Multilingual	97
Flipster	99
LibraryAware	101
MyHeritage	102
NovelList	104
Rosetta Stone	106
Product Descriptions	108
2.1—E-Content Delivery Platforms	108
EBSCO Discovery Service with Full Text Finder	108
2.2—E-Content Delivery Services	109
EBSCO eBooks Public Library Subscription Collection	109
Flipster Digital Magazines	109
2.3—E-Content Available for License or Purchase	111
EBSCO eBooks	111
2.4—Database and Online Learning Services	113
<u>Business Resources</u>	113
Business Continuity & Disaster Recovery Reference Center	113
Business Source Ultimate	114
Small Business Source	115
<u>Career Resources</u>	116
BlueCareer ^{RENEWAL}	116
<u>Genealogy</u>	117
MyHeritage Library Edition	117
<u>Investment</u>	119
FinancialFit Multilingual	119
<u>Languages</u>	121
Rosetta Stone Library Solution	121
<u>Literature</u>	123
Biography Reference Ultimate	123
Literary Reference Ultimate	124
Poetry & Short Story Reference Source	126
<u>Other—Additional Subject Resources</u>	127
Auto Repair Source	127
Consumer Health Ultimate	128
Ethnic Diversity Source	129
History Reference Ultimate	130
Legal Information Source	132
MasterFILE Complete	133
MasterFILE Elite	135
Points of View Ultimate	135
Read It!	137
Referencia Latina	138
Science Reference Ultimate	139
Small Engine Repair Source	140

<i>Other—Readers' Advisory Resources</i>	141
LibraryAware.....	141
Novelist K-8 Plus.....	142
Novelist Plus.....	143
Novelist Select.....	144
<i>Other—Digital Magazine Archives</i>	145
Academy of Management Collection Archive	145
Architectural Digest Magazine Archive.....	146
Art Magazine Collection Archive.....	146
The Atlantic Magazine Archive	147
Bloomberg Businessweek Magazine Archive.....	148
Boston Review Magazine Archive.....	149
Ebony Magazine Archive.....	149
Esquire Magazine Archive.....	150
Field & Stream Magazine Archive.....	151
Food & Wine Magazine Archive.....	151
Forbes Magazine Archive.....	152
Fortune Magazine Archive	153
Hockey News Magazine Archive	153
Jet Magazine Archive	154
Life Magazine Archive	155
Maclean's Magazine Archive	156
Moment Magazine Archive.....	156
Outdoor Life Magazine Archive	157
People Magazine Archive.....	158
Popular Photography Magazine Archive	158
Popular Science Magazine Archive	159
Science News Magazine Archive.....	160
Southern Living Magazine Archive.....	160
Sports Illustrated Magazine Archive.....	161
The Nation Magazine Archive	162
The National Review Magazine Archive	162
The New Republic Magazine Archive.....	163
Time Magazine Archive.....	163
Travel + Leisure Magazine Archive	164
Vanity Fair Magazine Archive	165
2.5—Analytics Services	166
No Bid	166
2.6—Database and Holdings Subscription	166
HLM MARC Updates	166

Interface Overviews

All resources offered herein are made available for online access 24/7, via feature-rich, user-centric interfaces. Designed for different types of library users and researchers, these include the following major platforms and interfaces:

Auto Repair Source

All Auto Repair Source content is made available to end users online, through a dedicated product interface. Designed for touch-enabled devices such as laptops and tablets, Auto Repair Source offers a user-friendly search experience, helping users to quickly diagnose, repair and maintain today's complex vehicles. Navigation is easy, and content is always kept current, accurate, easily understood and well-organized.

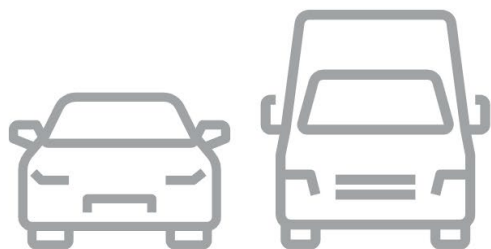
To begin, Auto Repair Source allows users to find relevant vehicle information by offering options to select vehicle year, vehicle make and vehicle model information. Alternatively, users can enter a VIN or select a recent vehicle previously searched, in order to run a new search.

Once a vehicle is selected, users can then reference and browse content by content type, including procedures, diagrams, service bulletins, diagnostic codes, maintenance schedules, specifications and more. Users can choose to limit their searches by content type by clicking into a specific category, or browse all categories within a menu on the left-hand side of the screen, which will display additional topic information. Searching both the header and article details can return the most relevant results in weighted order.

Upon selection of any topic, the list expands to display relevant sub-topics. Associated content (related repair details, required tools, warnings) is presented with service procedures in a single location, ensuring that users do not waste time looking for the data they need. Hyperlinks within component location diagrams and Diagnostic Trouble Code (DTC) workflows also take the user to the associated repair procedures.

Alternatively, users can choose to perform a quick keyword search for information of most interest. For further ease-of-use, diagrams and images can also be easily magnified and printed. At any time, users can also return to the vehicle selection screen to start a new search.

Regardless of how broad or targeted a search, Auto Repair Source navigation is easy; content is current and accurate, easily understood and well-organized. Search history is supported for current, active sessions.



Select Vehicle Year

Select Vehicle Make

Select Vehicle Model

OR

Enter VIN (Min. of 10 characters)

OK

Please Select A Vehicle To Continue

Auto Repair Source Vehicle Selection Screen

Auto Repair Source Powered by MOTOR

Enter search term... Search

All 9981 Procedures 1536 Diagrams 82 Service Bulletins 228 Diagnostic Codes 1863 Maint. Schedules 7 Specs 149 Other 323

2022 Buick Enclave - FWD

- > Procedures
- > Component Location Diagrams
- > Wiring Diagrams
- > Technical Service Bulletins
- > Diagnostic Trouble Codes
- > Other Diagnostics
- > Maintenance Schedules
- > Specifications
- > Description and Operation
- > Introduction
- > Labor
- > Maintenance
- > Position Statements
- > Special Tools and Equipment
- > Visual Identification

Auto Repair Source Home Screen

Auto Repair Source Technical Service Bulletins Screen

Auto Repair Source Wiring Diagrams Screen

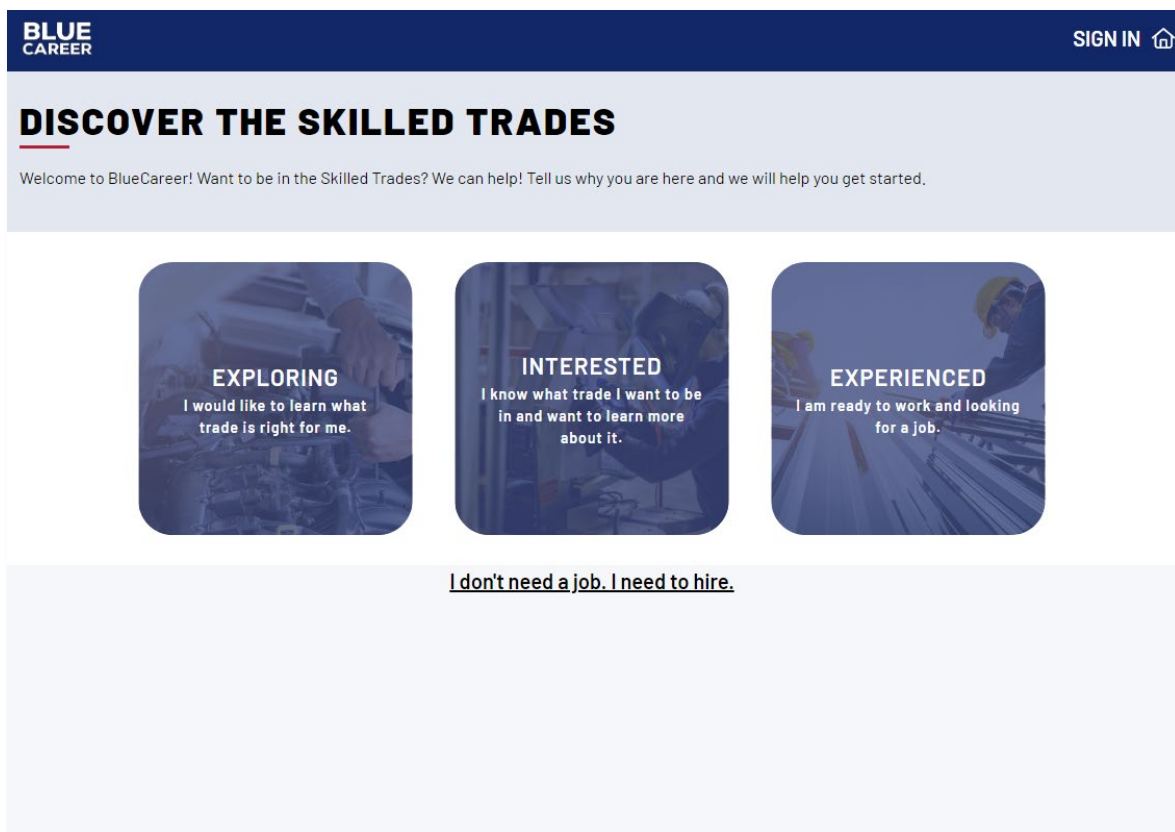
BlueCareer

BlueCareer is hosted on its own unique interface. Through BlueCareer, members of your community can be connected to skilled trades content, training and jobs, all in one easy-to-use platform.

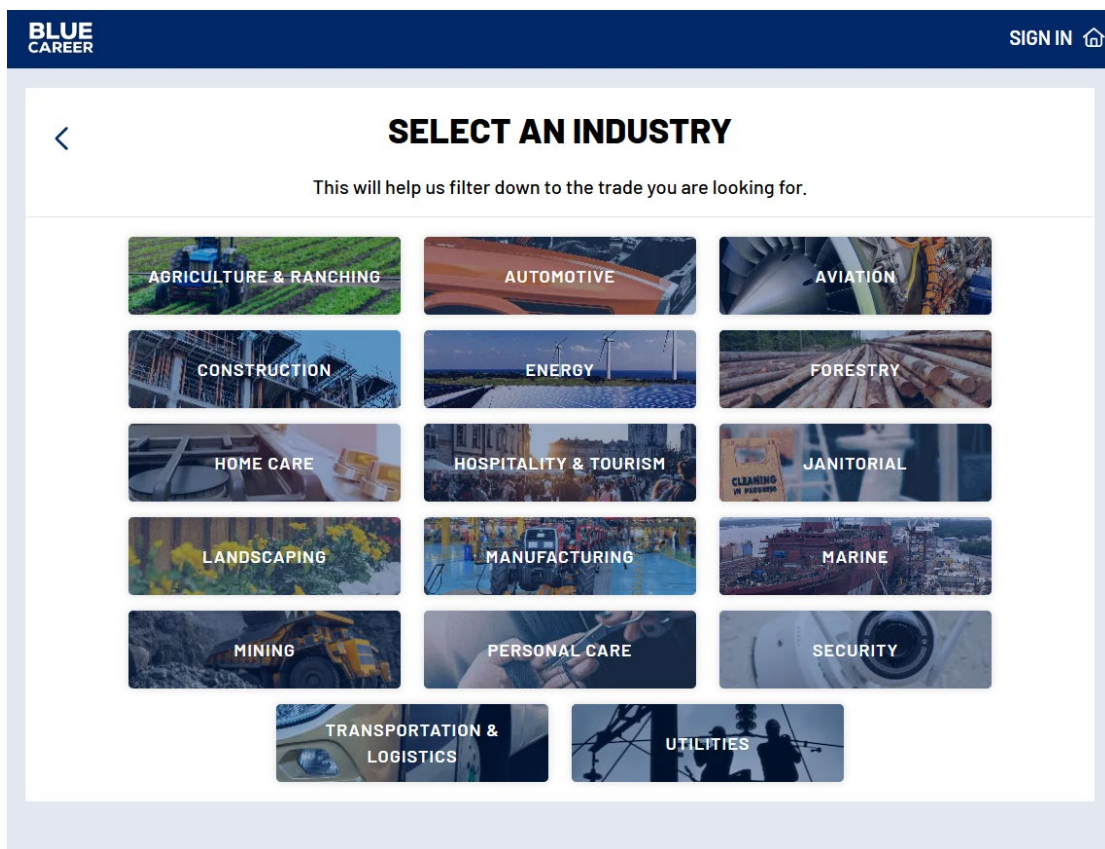
On the Home Page, users are presented with three primary options: the ability to explore trades to find their perfect career fit, the ability to learn more about a given trade that has piqued their interest, and the ability to look for jobs that match their level of work experience.

Furthermore, under a Dashboard feature, users can access a variety of additional resources and options for browsing. Users can create a job seeker profile, take a personality assessment to get matched with the right trade, look up information on a specific industry, conduct a salary search to see the average pay for a trade in the local area, view in-demand trades by state, map out a career journey, access recommended trainings, and browse through the materials presented in BlueCareer's resource center.

By exploring these resources, users will be able to pinpoint the careers and trades they are well-suited for, and keep up-to-date on the latest trade industry news.



BlueCareer Home Page



BlueCareer Trade Selection Page

EBSCOhost

As EBSCO's flagship, proprietary search platform, EBSCOhost provides access to hundreds of multidisciplinary and specialty databases, encompassing an expansive collection of resources across fields of study and topics of interest. It has been built and redesigned to provide the most modern, accessible and powerful research experience for users of any age or skill level, supporting a simple search across EBSCO databases, eBooks, digital archives and more.

Offering customizable basic and advanced search options, the platform provides an intuitive, responsive research experience, which can be tailored specifically to the needs of any library, school or research institution. The basic search option features a clean, intuitive layout similar to popular search engines encountered across the web. Available search options expand the capabilities of Basic Search to include simple but key limiters and filters.

Alternatively, the Advanced Search functionality in EBSCOhost provides experienced researchers with the necessary functionality to perform highly refined searches, including multiple field codes, guided Boolean operators and a full range of facets.

Core benefits for users include the ability to:

- Refine and sort relevant results with pre- and post-search limiters and facets
- Navigate books and articles via hyperlinked tables of contents
- Create projects, save searches and keep track of liked items using “My Dashboard”
- Organize research by project, which can be tagged with a due date and description
- Add up to 50 records at once to a project of choice, existing or new, directly from the results page
- Select preferred formats when downloading resources offline (e.g., PDF, HTML, CSV)
- Create permanent links to individual records from the results list or detailed record page
- Automatically cite in popular styles, such as MLA, APA, AMA and more
- Export citation detail to popular bibliographic management software
- Add email subject lines and send citations directly to an inbox
- Directly cite, share, save, print and email from results lists and full-text viewers
- Save, share and push content with easy persistent linking options
- Instantly upload records to Google Drive, Google Classroom and Microsoft OneDrive
- Use built-in accessibility features, including text-to-speech Read Speaker for HTML and PDF content
- Translate the interface into one of 32 languages, and search in many more
- View AI Insights, which provides concise summaries, presenting 2-5 key points for each document

Additional benefits for libraries also include:

- Quick filters for search refinement and bookmarkable URLs
- LibGuides and Library Chat integration, as well as placards to surface third-party resources
- Searching by Subject Authorities, including Thesaurus, MeSH and Classification authorities
- Platform availability 24/7/365, with a guaranteed uptime of 99.9% per year
- Multiple options for on-site and remote user authentication, for easy at home and on-the-go access
- Convenient responsive design, for ease-of-use on any screen size, including mobile devices
- Easy website, catalog and discovery integration, via MARC records and API toolkits
- Detailed statistical reports available for each platform, collection and title
- Complimentary training resources, marketing materials and ongoing technical support
- Simple administrative tools facilitate individual library and system administration

**Search Landing Page for EBSCOhost UI**

The screenshot shows the EBSCOhost search interface. On the left is a sidebar with navigation links: My dashboard, Projects, Saved, Recent activity, Holds & checkouts, Alerts, Research tools (New search, Help, Publications authority, Subjects authority, MEDLINE -- MeSH 2026), and Additional Resources (EBSCO Connect). The main search area at the top shows the search term 'transportation planning' with filters for All filters (0), Full Text, Peer Reviewed, All dates, and Source type. Below the search bar, there are tabs for 'All results' and 'Images'. The search results are displayed in a list format. The first result is an eBook titled 'Transportation Planning' by Michael Patriksson and Martine Labbé, published in 2002. The second result is an eBook titled 'City and Transportation Planning: An Integrated Approach' by Akinori Morimoto, published in 2022. Each result includes a thumbnail image, the title, author, publication year, and a brief description. There are also links to 'Access now (eBook)' and 'Access options'.

Result List for EBSCOhost UI

Please note, separate from the EBSCOhost experience, the Business Searching Interface (BSI) is EBSCO's highly focused user interface created especially for the business searcher. The Business Searching Interface provides an easy way to browse and search for company profiles, industry information, country economic data and market research. EBSCO's new Business Searching Interface (BSI) offers a clean, modern look to make business research more intuitive and efficient. With improved navigation and a visually appealing design, the new BSI delivers a more unique and refreshing search experience. This new interface leverages the diverse content available in our Business Source suite of databases (Ultimate, Complete, Premier, Alumni Edition, Corporate and Corporate Plus) making it the definitive research tool for business journals and other sources. If users are interested in multiple (non-business) subjects, they can still use the standard EBSCOhost interface.

Searching: Business Source Ultimate

Search articles, books, journals & more

Full Text Peer-Reviewed All dates

Natural language

Sign In

Advanced search

Business Source Complete on Business Searching Interface

Leading Publications in this Database

- Business Magazines
- Accounting & Finance Journals
- Management Journals
- Marketing & Sales Journals
- MIS & PCM Journals

Explore featured content

- Company Profiles by Country
- Company Profiles by Industry
- Country Reports
- Industry Reports
- SWOT Analysis
- Case Studies
- Business Issues about Technology
- Pathways to Research's Best
- Most of Print Articles
- News

Ask Business Source!

Ask a question and let Business Source help you find the answer...

What is corporate social responsibility? How can a small business improve its marketing? How is a new technology affecting the environment?

Full or partial search

Powered by EBSCO All content search

Greenwashing

The marketing practice of misrepresenting the environmental benefits and credentials of products, services or practices.

Discover popular topics

- Art & Culture
- Education
- Health & Sports Med
- Home & Living
- Marketing
- Open Access
- Science & Technology

Featured business magazines

- Publication: Business Week
- Publication: Entrepreneur
- Publication: Fast Company
- Publication: Forbes
- Publication: Harvard Business Review

Forbes Fintech 50

Ranking annual list published by Forbes that recognizes most innovative and influential private fintech companies in the United States.

Learn more

Business Searching Interface

EBSCO Discovery Service with Full Text Finder

EBSCO Discovery Service (EDS) is a vendor-neutral, fully hosted discovery platform that supports unified searching of content across full-text databases, citation databases, the library catalog and other local collections. With its combination of superior relevance ranking, value ranking and full-text searching, EDS provides users with complete and precise records at the top of the results list, along with an array of user tools to further the research experience. This includes a personal dashboard to save and share searches, as well as a variety of record tools for citation, note-taking, emailing and saving results, among other tools and research options. As no two institutions are the same, EDS offers many configuration options for both the underlying collection of metadata, as well as the front-end delivery of search results.

As an overall solution, EDS offers:

- Fast, simple access to the entirety of the library's collection, both electronic and print
- Access to a base index with billions of records and a knowledge base with the highest quality metadata for linking to more than 31,000 databases/packages and 19 million unique titles
- A comprehensive collection of full text for searching from more than 23,800 worldwide providers, accounting for more than 1 million of the world's top publisher and provider publications
- An intuitive, multi-tiered search interface, with basic and advanced search features, as well as limiters and expanders designed to narrow search results and lead users to the best available resource
- Display of key resource information such as availability, location, links to full text and custom messages
- Multiple enhancement features, including print, email, save, export and citation format options, as well as folders for saving, sharing and notetaking across sessions
- Advanced integrations of third-party and EBSCO-created apps for catalog enrichment, and API options for the creation of a totally unique experience
- On-demand and automated access to detailed usage statistics and helpful reports
- 24/7 interface-accessible help and online support and training for administrators or end users

Key Benefits and Unique Features Include:

- A Single, Central Index
EDS streamlines the user experience through one search box, one index, one interface and one result list, offering unified access to all of the library's content. With intuitive searching features, subject mapping, and one-click access to full text through Full Text Finder, EDS searches the way researchers think.
- Superior Relevance Ranking
When calculating relevance, EDS considers subject terms with Enhanced Subject Precision—not just keywords that may be included in a title or resource full text. The focus allows for precision in search and return of the most relevant results. EDS also uses value (publication date, type, peer-review status, length) to return results that meet user expectations of suitability.
- Subject-Specific Profiles
The discovery experience is enhanced when unique needs are anticipated and met. Libraries can customize EDS to create subject-specific profiles with discipline-appropriate content and search qualities for a more tailored experience.

- Research Starters
EDS provides “Wikipedia-like” links to citable, authoritative summary articles for thousands of popular topics. Designed to assist users with their research, this feature was developed based on extensive studies with undergraduate and graduate students. For the most popular topics, Research Starters will retrieve relevant articles that link the user to related information and detailed bibliographies, shortening the distance between research and results for many end users, without searching the “open web” for quick answers.
- Google Integration
EBSCO is committed to enhanced integrations and compatibility with Google for the most convenient user experience. With advanced integration with the G Suite for Education, users can quickly download and share EBSCO content, such as PDFs and images, directly to their personal cloud storage in Google Drive and Classroom. EBSCO is also a partner with Google's linking programs. As a partner, Google Scholar can link with EBSCO full-text databases and e-journals, where available. Most recently, EBSCO has also enabled Google Sign-In.
- Enhanced Authentication Options
EDS can support multiple authentication methods to simplify the login process, including IP and single sign-on authentication. As above, EDS works seamlessly with Google authentication, a familiar login experience for many users. With several options available, libraries can customize the login process to fully meet the needs of the community.
- Openness
Choices matter, and EBSCO believes that libraries should not be limited by narrow third-party integration options, support of one knowledge base over another, or even the library's own ILS preference. EDS is interoperable with most third-party services, including ILS, interlibrary loan, knowledge base and learning management systems, customer relationship management systems and more. This interoperability supports the ability for libraries to evaluate and choose a discovery service independent from an ILS, for best-of -breed solutions.

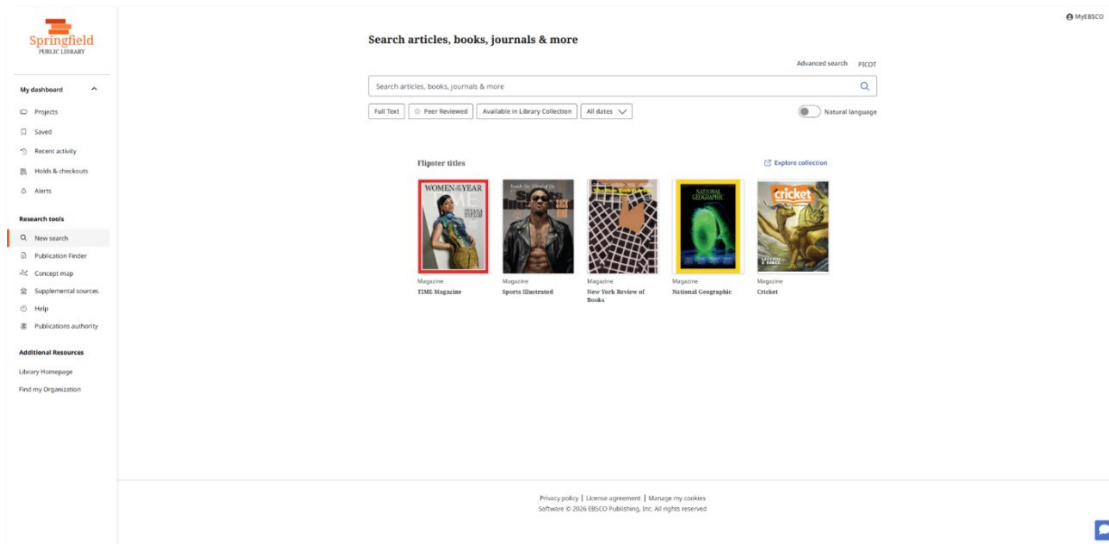
Full Text Finder is EBSCO's proprietary OpenURL link resolver, holdings management and publication finder solution. It offers the industry's most complete web-based tool for organizing and providing links to all library e-resources, including e-journals, eBooks, titles in full-text databases and e-journal packages.

As the only stand-alone link resolver and knowledge base currently available, Full Text Finder features a user-friendly interface that increases the visibility of all titles in a library's collection—whether they are included in publisher packages, aggregated packages, or individually subscribed e-resources. It can be tailored to meet a library's needs, including options for communicating up-to-the-minute information to end users and customizing search screens.

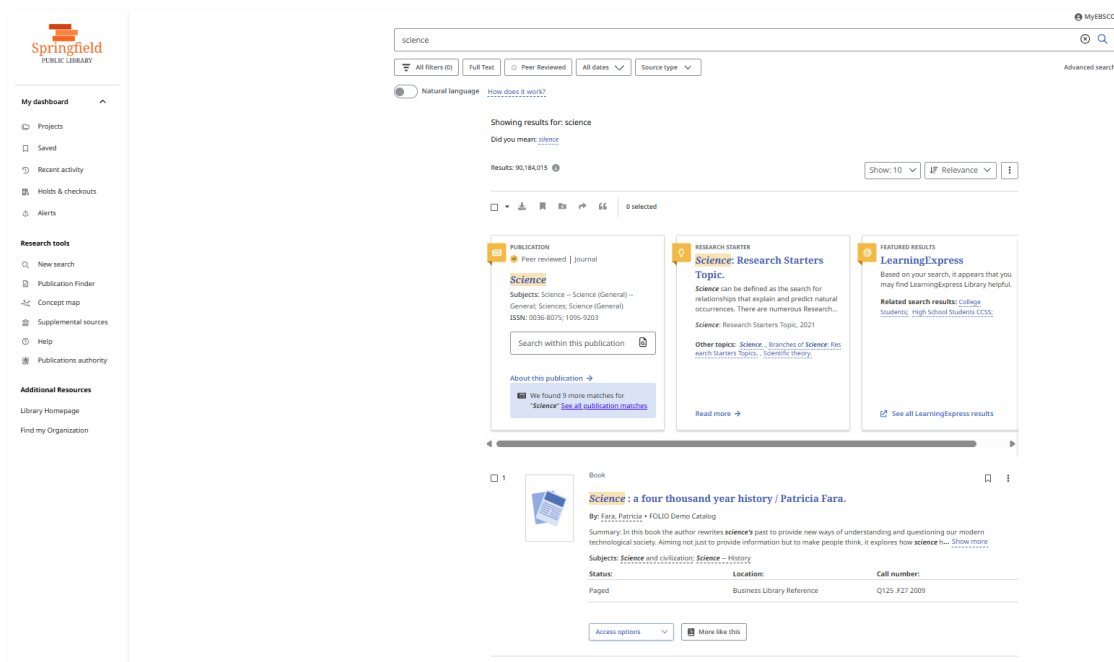
As an overall solution, Full Text Finder offers:

- Publication Finder search interface featuring A-to-Z Publication browse and intuitive autocomplete functionality that can easily integrate with and be accessed from EDS
- An easy-to-navigate, searchable list of titles, to easily find any journal or e-resource
- Access to EBSCO's knowledge base, with 19 million+ unique titles and 31,000+ databases and packages
- Automatic population of e-journals and e-packages acquired through EBSCO

- Faceted limiters quickly narrow search results to only the most relevant
- Built-in subject and database browsing to help users find titles related to a particular discipline or topic
- Support for searching and browsing in 32 languages, including in the autocomplete feature
- Customization options that tailor the interface to match an institution's web pages
- Multi-option proxy support to enable seamless access
- Choice of LCC or General subject headings
- Ability to add custom titles in native languages
- Powerful notes and icons to communicate key information to users at the point of need
- Advanced reporting options to evaluate the library's collection and its usage



EBSCO Discovery Service Home Page



EBSCO Discovery Service Results Page

Explora

The Explora interface was specifically developed to meet search expectations in public libraries and schools. Based on extensive user research and customer feedback, EBSCO redesigned the interface to offer a more modern and efficient search experience across all devices, and to support digital literacy and a more seamless integration across the EBSCO suite of products. The new design makes it easier for children, teens and adults to quickly find the credible information they need to complete homework and research projects, deliver robust school curriculum, achieve their professional goals and satisfy their intellectual curiosity.

The Explora interface offers a user-friendly, visually appealing experience, and is currently available in three iterations—Explora for Public Libraries, Primary Schools and Secondary (Middle, High) Schools. It includes the vast majority of EBSCOhost features and functionality, and is offered as a complement to EBSCOhost access, as preferred.

Value-added features for patrons include:

- Colorful design and dynamic visuals, complete with home screen feature areas
- Easy-to-browse Topic Categories, carefully curated to provide a visual entry point to research
- Regularly updated Featured Content buttons that simplify navigation to popular, timely topics
- A unique, hierarchical Topic Explorer experience that helps find, narrow and focus research
- Extensive Topic Overviews that power intuitive browsing and connect content with real-world concepts
- A-Z and curated topic lists within each category that offer ease-of-navigation
- Options to toggle between Grid and List View to support different visual processing
- Prominent search result Placards that highlight suggested and related topics
- A “My Dashboard” tab to help organize research projects and save materials across devices
- Top-of-page search filters to narrow results by reading level, peer-review and more
- Advanced search option for combining keywords and creating more efficient search queries
- Intuitive Bookmark icon that saves research for later in the Saved Items folder
- Reading level (Lexile) indicators to simplify discovery of appropriate content
- COPPA compliance that aligns the experience with rights to privacy and protection for young users
- AI Insights, which provide concise summaries, presenting 2-5 key points for each document

Benefits in support of lifelong learning also include:

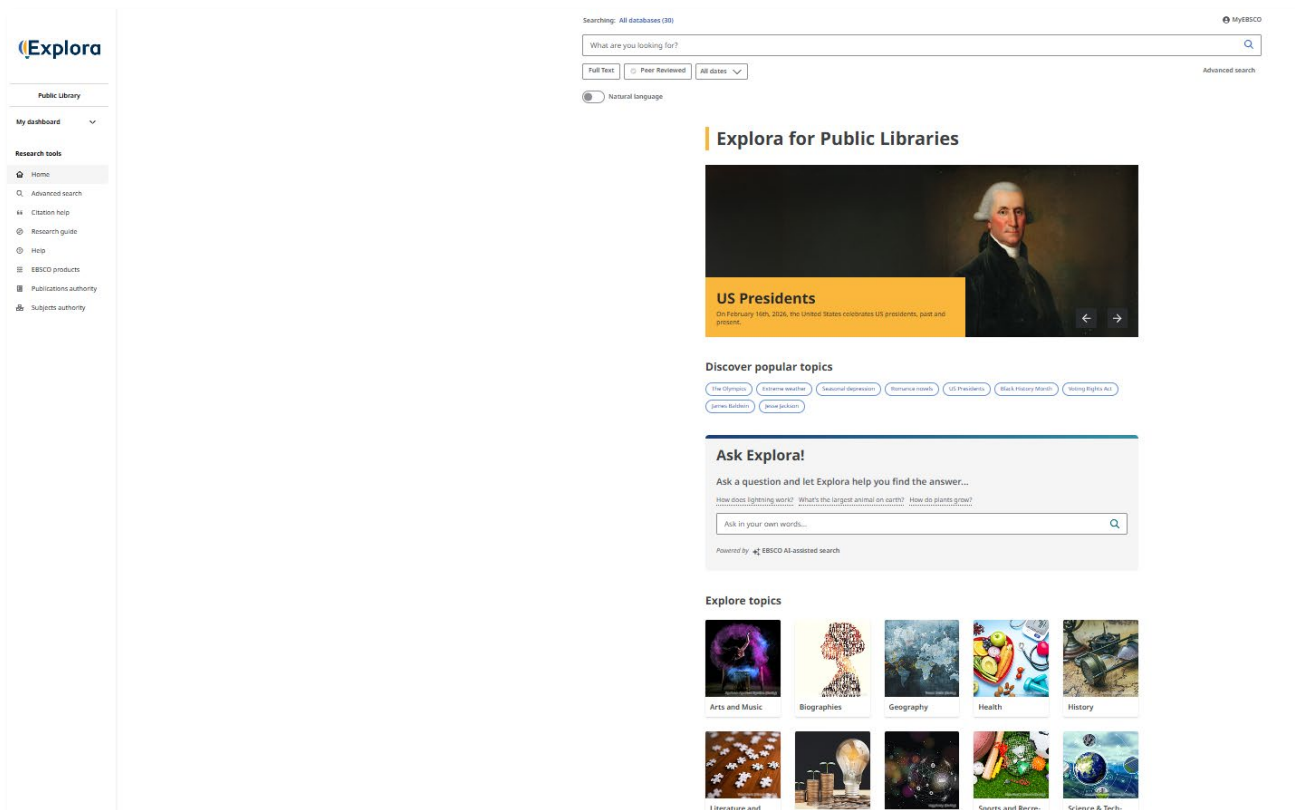
- Convenient access through any internet-connected device, for easy portability
- Simple, streamlined access in the library, at home and on-the-go
- Autocomplete and spell-checker tools ensure the correct search terms are applied
- Easy ability to share, print, email and bookmark important content
- Personal folders for saving, organizing and sharing resources with others
- Text-to-speech for HTML assists auditory learners, struggling readers and English learners
- Key integrations with authentication, LTI, LMS and other curricula systems
- Top-of-screen tools menu to bookmark, cite, add (to project), share or download records
- One-click sharing with Google Drive, Google Classroom and Microsoft OneDrive
- Familiar login and single sign-on options via Google Sign-In and other authentication methods
- Instant citation and bibliographic management to help format references
- Free promotional and marketing tools to create awareness among patrons

Please note that several of our database products now come with the Explora research experience. Our goal is to make Explora the dedicated access point for all school and public library databases, including our suite of subject-specific and do-it-yourself reference source databases. Our user research and customer feedback has proven that Explora is the experience of choice for this content, providing a consistent and intuitive user experience.

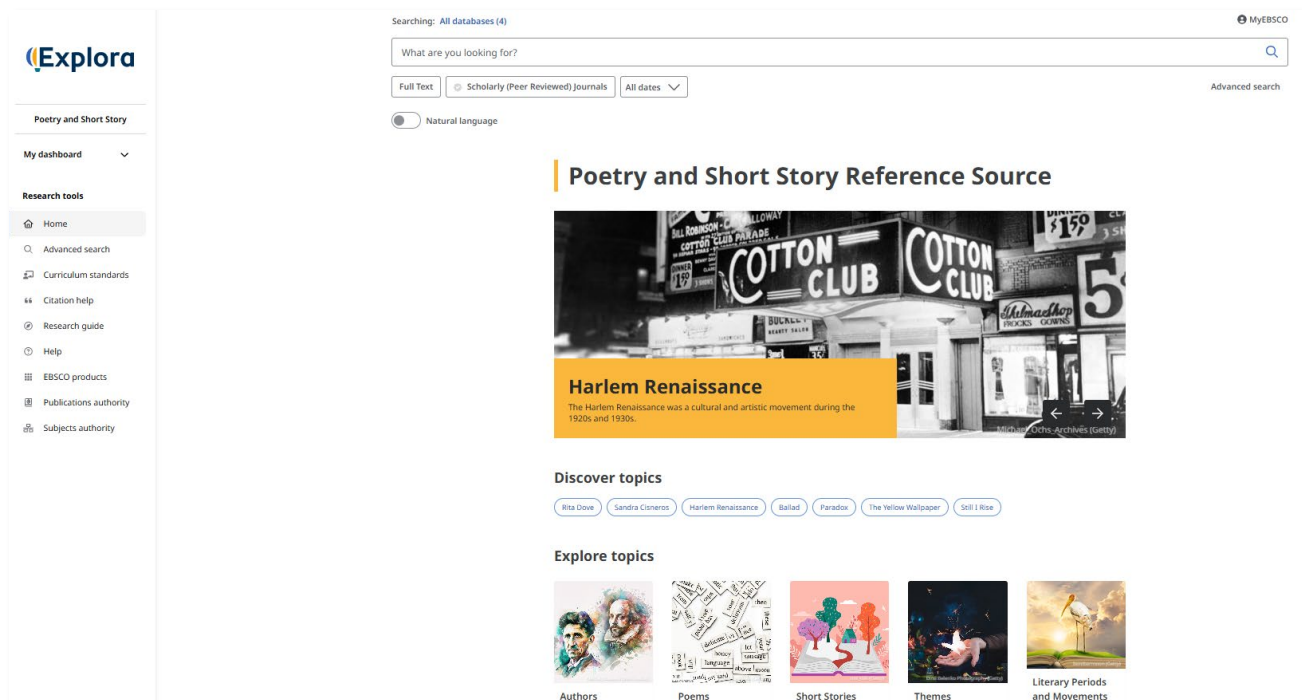
The benefits of transitioning to Explora include the following advantages:

- Students, educators and library patrons will enjoy a more consistent, familiar user experience
- Highly visual, fully responsive interfaces offer a manageable set of filters for novice users
- Featured subject-specific topics display front-and-center at the top of the home page
- Frequent content updates jump-start research in popular, interesting and timely topics
- Inspired research stimulates not only further investigation, but lifelong intellectual curiosity
- Carefully curated categories provide a visual entry point to browse popular topics and subjects

Our subject-specific and do-it-yourself databases fit hand-in-hand with Explora's user friendly and eye-catching interface experience. To learn more about this migration and how it will affect specific EBSCO products, users can find Quick Start Guides on EBSCO Connect (www.connect.ebsco.com) which provide informative details for individual resources.



Explora for Public Libraries



Poetry and Short Story Reference Source on Explora

FinancialFit Multilingual

FinancialFit by EBSCOlearning offers short, easy-to-understand personal finance lessons, videos and interactive tools that empower all members of your community—no matter their current situation—to make informed financial decisions and achieve their financial goals.

FinancialFit provides robust search and navigation tools that help users efficiently locate relevant financial literacy content within the platform:

- **Keyword Search:** Users can search keywords across the platform to quickly find microlessons, checklists, planners and tools that match their interests or questions. A search bar is available at the top of the interface, allowing users to enter specific terms (e.g., “credit score,” “budgeting,” or “savings”) and retrieve relevant results directly.
- **Topic Organization and Filtering:** Content is organized into clearly defined thematic categories on the homepage, such as *The Basics*, *Borrowing Money* and *The Big Expenses*. Within each category, users can view related learning modules (e.g., *Monthly Budgeting*) and expand those modules to access individual microlessons. Patrons may choose to launch a specific microlesson directly or begin a module and progress through the lessons sequentially. This structured hierarchy supports both targeted searching and guided learning, allowing users to move efficiently from broad financial topics to specific areas of interest without requiring precise keyword searches.
- **Glossary Lookup:** FinancialFit Multilingual includes a comprehensive glossary of more than 600 defined financial terms. Key terms within microlessons are hyperlinked, allowing users to navigate directly to glossary definitions for quick clarification and reinforcement of financial concepts.

- **Spanish-Language Search:** All search and navigation features described here are fully available in Spanish within FinancialFit Multilingual. Spanish-speaking users can browse thematic categories, access modules and microlessons, utilize keyword search and navigate glossary terms in Spanish. This ensures equitable access and allows patrons to locate and engage with financial literacy content using familiar language.
- **Navigation Enhancements:** The platform's intuitive layout and dashboard help users track progress and revisit previously accessed lessons without repeating searches. Users can also jump directly to related resources from search results or topic pages.

Together, these features make it easy for patrons of all ages and backgrounds to find the exact content they need, whether they are seeking guidance on a single topic or exploring broader areas of financial literacy.



FinancialFit Multilingual Home Page



FinancialFit Multilingual Activity Page

Flipster

Flipster is a fresh, simple way for patrons to access digital editions of popular magazines, courtesy of their library. Through Flipster, EBSCO provides access to current and back issues for popular digital titles. This includes many that are uniquely available through EBSCO's platform, from hundreds of high-profile publishers.

Users can easily flip through these favorite subscriptions anytime, anywhere—online and off, in the library, at home and on-the-go. This is achieved via state-of-the-art Flipster platform and mobile app. As a result, Flipster offers libraries subscriptions they know will circulate well—and provides users with quick, convenient access to the magazines they truly want.

Overall, key benefits include:

- A simple authentication process, including options for seamless single sign-on
- Login required only once per session, simplifying the process from discovery to download
- Easy access from any internet-connected device and common web browser
- Options for on-site, remote and mobile access—on-site, at home and as-you-go
- Online and offline access is available through the complimentary Flipster app
- A visually dynamic, user-friendly newsstand, with intuitive browsing and searching
- Simple checkout and download to popular tablets and mobile devices
- Most titles are offered with unlimited simultaneous user access
- One-click access to extensive back issues for the majority of titles
- Hyperlinked tables of contents and page overviews for all current and back issues
- Ability to keyword search within the current issue, or across all issues
- Convenient options for printing pages and zooming, including text-only mobile views
- Text-to-speech capabilities for text-view articles provide enhanced accessibility
- High-quality publisher representation, including those with consistently high circulation
- Online administrative modules for day-to-day collection maintenance, reporting and monitoring
- Simple and efficient acquisition, with titles delivered within hours of purchase
- No-cost implementation, training, branding and ongoing support services

An up-to-date title list is available at: <http://flipster.ebsco.com/browse-magazines>. This list is updated weekly.

Flipster  Browse Help 

Keyword Search Flipster for magazine titles... 

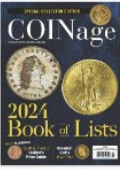
Flipster Digital Magazines

Providing readers with access to best-selling digital magazines from top publishers including National Geographic, Condé Nast, Meredith, Bloomberg L.P., and more.

Explore categories

Academic Art & design Automotive Bridal & weddings Business Coloring books Comics & graphic novels Consumer Diversity Entertainment Family & kids Fashion Fitness & health Food & cooking French History Hobbies, interests, & DIY Home & garden Lifestyle Literary News & politics Religion Science & technology Spanish Sports Teens Travel & regional Women's interest

Latest issues

 **COINage**
2024

 **Ski Canada**
2024

 **Backcountry**
2024

 **WellBeing Astrology**
2024

 **Quilter's World**
2023

 **Just CrossStitch**
2023

 **3D World**
2023

 **Alternative Medicine Magazine**
Dec 2023

 **Atomic Ranch**
Winter 2023

 **Brewing Industry Guide**
Winter 2023

[Browse all](#) 

Flipster Home Page

Zoobooks, Mar/Apr 2023, Issue 5 Volume 40

T     

There are three types of Asian rhinos: the greater one-horned rhino, the Javan rhino, and the Sumatran rhino. These rhinos are very different from rhinos that live in Africa. Greater one-horned and Javan rhinos have only one horn, and they have the thickest, armored skin that most people think of when they think of rhinos. This is very unlike the sensitive-skinned African rhinos. The Sumatran rhino has two horns like African rhinos, but the horns are very small. All of the Asian rhinos are browsers. But they live in different kinds of places and eat different kinds of plants.

 **Greater One-horned Rhino**

Of the Asian rhinos, the greater one-horned is the largest. The skin is a dark grey, and the rhino has a single, very long, and thick horn. The Javan rhino has a similar skin, but the horn is shorter and has a more rounded tip. The Sumatran rhino has a much smaller horn and a more rounded tip.

 **Javan Rhino**

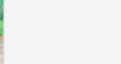
The greater one-horned rhino is one of several rhinos that live in Asia. In Southeast Asia, people have hunted the rhino for its horn. The horn is used in traditional medicine, and it is also used in jewelry. The rhino is now endangered, and it is protected by law.

 **Sumatran Rhino**

The Sumatran rhino is the smallest of the Asian rhinos. It has a single horn, but it is much smaller than the horns of the other two rhinos. The rhino is also endangered, and it is protected by law.

 **Asian Rhinos**

The rhinos of Asia do not live in open plains. They live in dense forests and jungles. They are browsers, and they eat a variety of plants. They are also very shy, and they are difficult to see in the wild.

 **Asian Rhinos**

All rhinos are in danger of becoming extinct. The Asian rhinos are in even greater danger than the African rhinos. They are hunted for their horns, and their habitats are being destroyed. We need to protect them, and we need to make sure they are safe for the future.

 **Asian Rhinos**

14-15

Flipster Viewer

LibraryAware

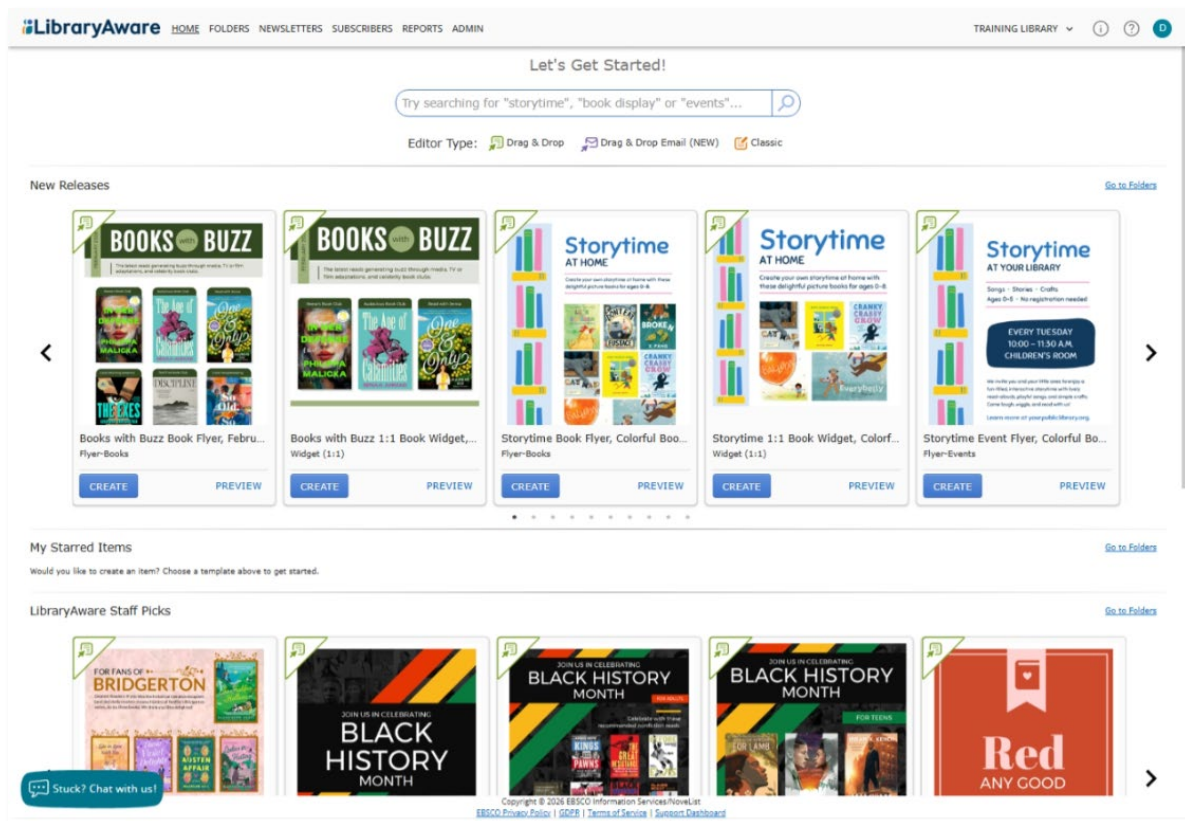
LibraryAware includes hundreds of professionally designed templates for creating bibliographies, posters, reading maps, signs, bookmarks and more. On the homepage, users can browse through carousels of new releases, staff picks and trending templates.

Users can also use the search bar to search keywords such as summer reading or storytime. Results can then be refined by Format, Editor Type, Collections and Audience. The search results will default to the most relevant results first, but can also be sorted by:

- Date Created—Newest First
- Date Created—Oldest First
- Template Name—A to Z
- Template Name—Z to A

The number of results returned from your search will display under the search bar. Staff can navigate through the pages of results at the bottom of the page by clicking on the arrows or the page numbers.

For any given template, staff can click the Preview option to take a closer look or can click the Create button to customize it. Staff can edit text, resize elements, move elements and swap out images and icons, much like other popular graphic design services.



LibraryAware Home Page



LibraryAware Summer Reading Template Collage

MyHeritage

MyHeritage Library Edition is a rich resource for genealogy and family history research. Searching the MyHeritage database is fast, simple and user-friendly, with several options for conducting as broad or targeted a query as the user would like. Once authenticated, users can begin searching immediately, and are presented with a variety of basic and advanced search options.

For example, from the homepage, a basic search can begin by entering information into any of the following fields: first name, last name, year of birth, place (of residence, birth or other) and/or keyword. By default, basic searches include a certain amount of flexibility in search results, but users can check the “Exact search” box to limit the results to these search terms. The default also checks off the box “With translations,” meaning the search engine will look for results translated into other alphabets (Cyrillic, Hebrew, Greek, etc.).

In addition to searching within MyHeritage Library Edition, users are presented with several easy browsing options. For example, users can browse by predefined categories including:

- Browse Collection Catalog
- Census and Voter Lists
- Family Trees
- Birth, Marriage and Death
- Photos
- Military
- Immigration and Travel

- Newspapers
- Books and Publications
- Public Records
- Schools and Universities
- Directories, Guides and References
- Histories, Memories and Biographies
- Government Land, Court and Wills
- Maps

Users can also browse by location using the interactive homepage map. Clicking on any region will open a selection panel of sublocations (countries and/or states), with links to search pages for that region. Clicking on a link will bring the user to a dedicated search page for that locale. At right is a list of collections that are directly related to that region. Users can then choose to either conduct a search within one of these collections, or use the search options box to search records relevant to the region overall.

MyHeritage LIBRARY EDITION **EBSCO**

EBSCO PUBLISHING - BOSTON

Search all historical records [Advanced search](#)

Name
First and middle name(s) Last name

Year of birth
 [Calculate it](#)

Place

Place of birth, or residence or other

Keywords

Examples: carpenter, or "SS Anglia"

☐ Exact search ☒ With translations [Clear form](#) [Search](#)

Search records by location

Categories

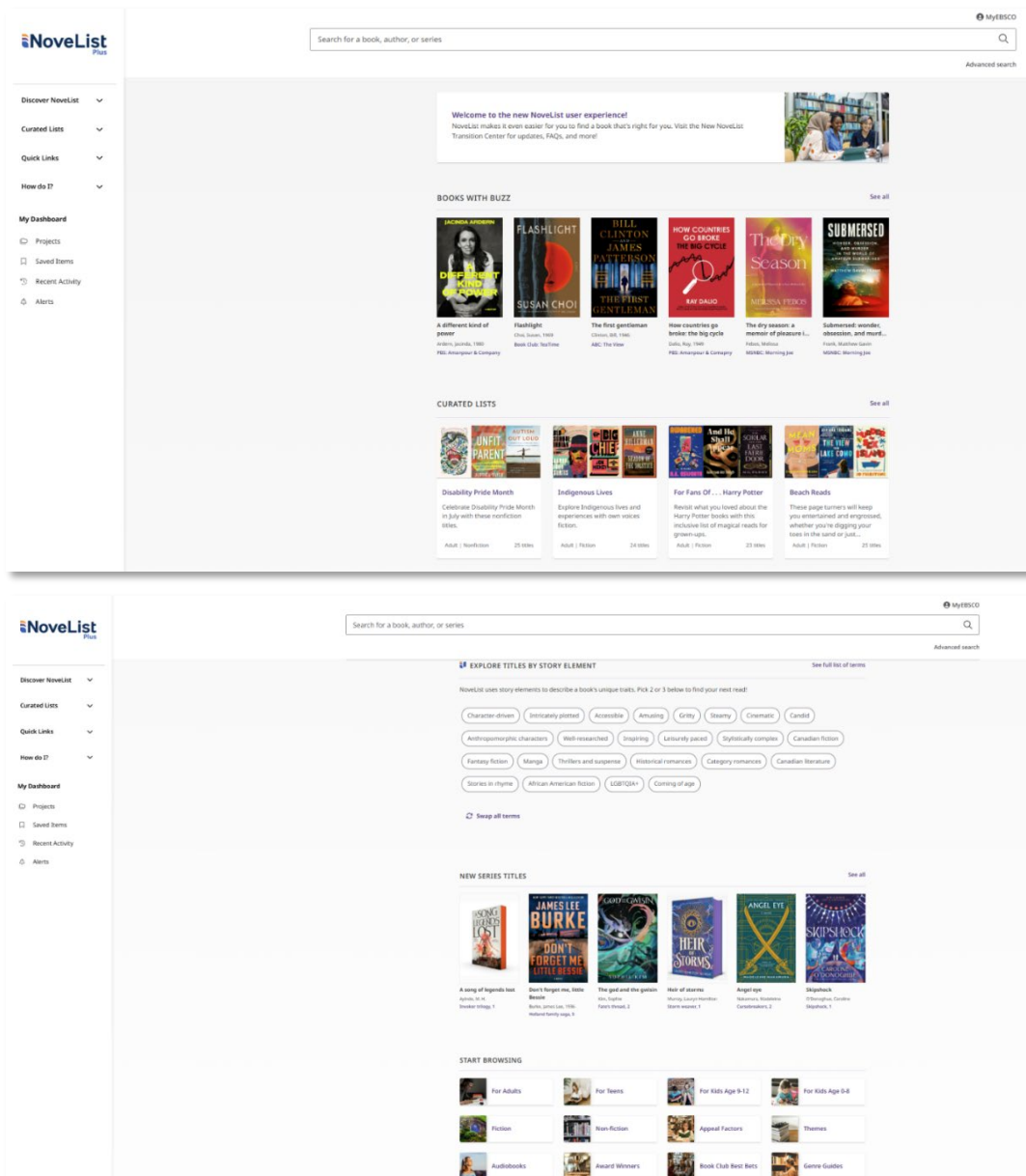
- [Browse Collection Catalog](#)
- [Directories, Guides & References](#)
- [Birth, Marriage & Death](#)
- [Birth Records](#)
- [Church Records](#)
- [Death, Burial, Cemetery & Obituaries](#)
- [More...](#)
- [Schools & Universities](#)
- [Histories, Memories & Biographies](#)
- [Maps](#)
- [Public Records](#)
- [Census & Voter Lists](#)
- [Australian Electoral Rolls](#)
- [U.K. & Ireland Census](#)
- [Canadian Census](#)
- [More...](#)
- [Photos](#)
- [MyHeritage photos & docs](#)
- [Other photos](#)
- [Government, Land, Court & Wills](#)
- [Military](#)
- [France, Saône-et-Loire, Military](#)
- [Conscriptions](#)
- [France, Rhône, Military Registration](#)
- [Cards](#)
- [France, Vienne, Military Draft Cards](#)
- [More...](#)
- [Newspapers](#)
- [Family Trees](#)
- [MyHeritage Family Trees](#)
- [FamilySearch Family Tree](#)
- [Geni World Family Tree](#)
- [More...](#)
- [Books & Publications](#)
- [Immigration & Travel](#)
- [Citizenship, Passport and](#)
- [Naturalization](#)
- [Passenger Lists](#)
- [Immigration & Emigration Records](#)
- [More...](#)

MyHeritage Library Edition

NoveList

The NoveList platform for readers' advisory is largely based on the EBSCOhost user experience, and primarily shares the same features and functionality.

With EBSCO's modernized and enhanced NoveList UI, users will be able to access the same benefits and features of the new EBSCOhost dashboard, with the addition of NoveList-specific menu tabs and navigation links. This migration is part of our commitment to providing patrons and students with the most seamless and user-friendly experience. The new NoveList interface will save users time by placing the most valuable tools right at their fingertips. Specifically, users will be able to access a "Discover NoveList" drop-down menu, as well as curated lists, quick links, a "How Do I?" help resource center and more.



NoveList Plus

The screenshot displays the NoveList K-8 Plus website. The top navigation bar includes the NoveList logo, a search bar, and a 'MyEBSCO' link. A left sidebar contains navigation links: Discover NoveList, Curated Lists, Quick Links, How do I?, My Dashboard, Projects, Saved Items, Recent Activity, and Alerts. The main content area features a welcome message, a 'BOOKS WITH BUZZ' section with book covers like 'JVS K', 'PAPA'S coming home', and 'Letters to Minky', and a 'CURATED LISTS' section with lists like '2025 Kids' Nonfiction Faves' and '2025 Nonfiction Picture Book Faves'. A second screenshot below shows a search results page for 'Huda F' with book covers like 'Earhart', 'Don't Lose Mr. Cuddles', 'Lone Wolf', 'Lost and Found', 'Huda F wants to know?', and 'Beetle & the Chimera Carnival'. It also includes a 'START BROWSING' section with filters for age groups, genres, and themes.

NoveList K-8 Plus

Please note, NoveList Select—on offer to Brazoria County Library System—does not include a typical search interface, however, within the application there are several ways to search for more:

- **Story Finder:** This interactive tool gives the user an opportunity to mix and match story elements (appeal, genre, themes) from the original book in order to find other similar books.
- **Lexile Measure:** This search area allows the user to search for books at the same or similar Lexile range.

- **Accelerated Reader:** This search area allows the user to search for books at the same or similar Accelerated Reader level.

Rosetta Stone

Featuring an updated and modern interface design, Rosetta Stone Library Solution provides access to one of the most effective language learning products for learners of all ages. Through Rosetta Course, learners speak, listen, read and write—all without translation or memorization.

As a language learning platform, Rosetta Stone Library Solution offers a variety of searching/curriculum options for users. The platform is designed so that even beginning learners can easily navigate through the program at their own pace. Key to this approach is a selection of curriculum options and course settings which enable individual learners and/or their instructors to personalize the learner's approach to the content presented in the program.

These include:

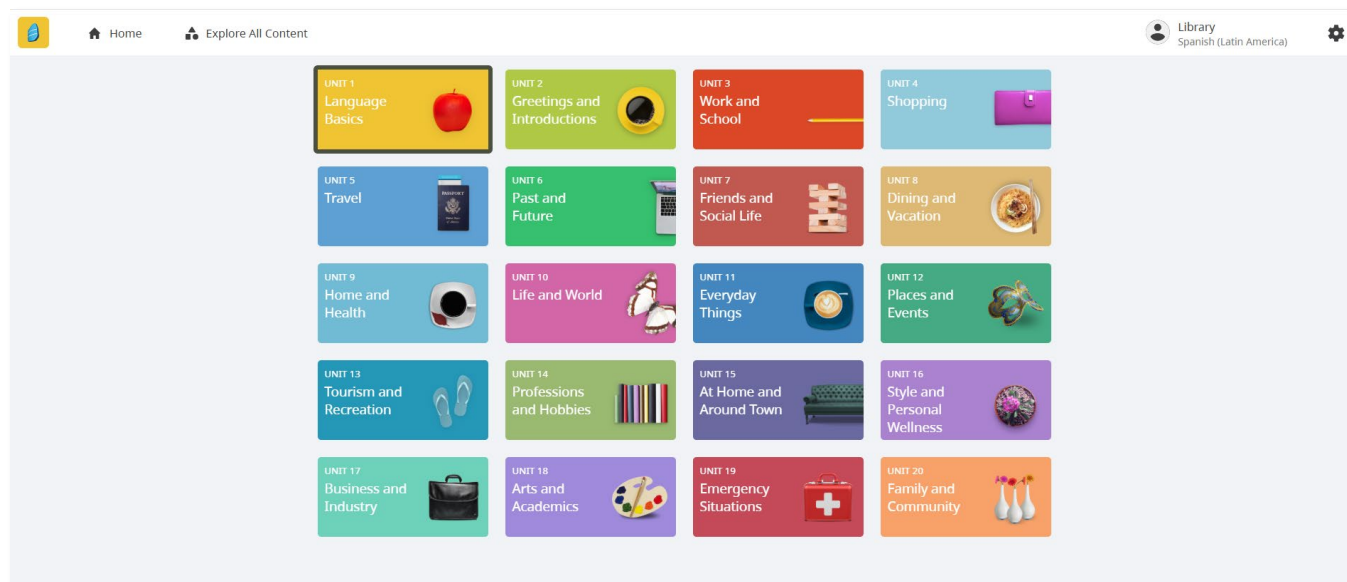
- Differentiated curriculum options:
 - Standard (Reading, Writing, Speaking and Listening)
 - Extended (Reading, Writing, Speaking and Listening)
 - Speaking and Listening Focus
 - Reading and Writing Focus
- Interface language settings for instructions, titles, hints and reminders in a learner's native language
- An alphabet tool to introduce letters/characters and sounds
- Case, punctuation and diacritic sensitivity
- Voice settings for male, female or child
- Customizing the headset microphone to each individual learner's voice
- Speech precision settings
- Alphabet support
- A Show Answers button for each screen in the program
- Prompts about what to do on a particular screen if the learner hesitates
- Information about the target language
- A "Continue to next screen" button which automatically advances the program or enables the learner to advance the program manually
- A "Turn off speech recognition" option

Constant feedback and continuous reinforcement keep students excited and engaged as they build proficiency in all four language skills, systematically working through the program's interactive lessons. The program is designed to get learners speaking in the target language quickly and effectively. Using an immersion method pioneered by Rosetta Stone, learners think in a new language by connecting words with vivid imagery, in realistic contexts that convey meaning.

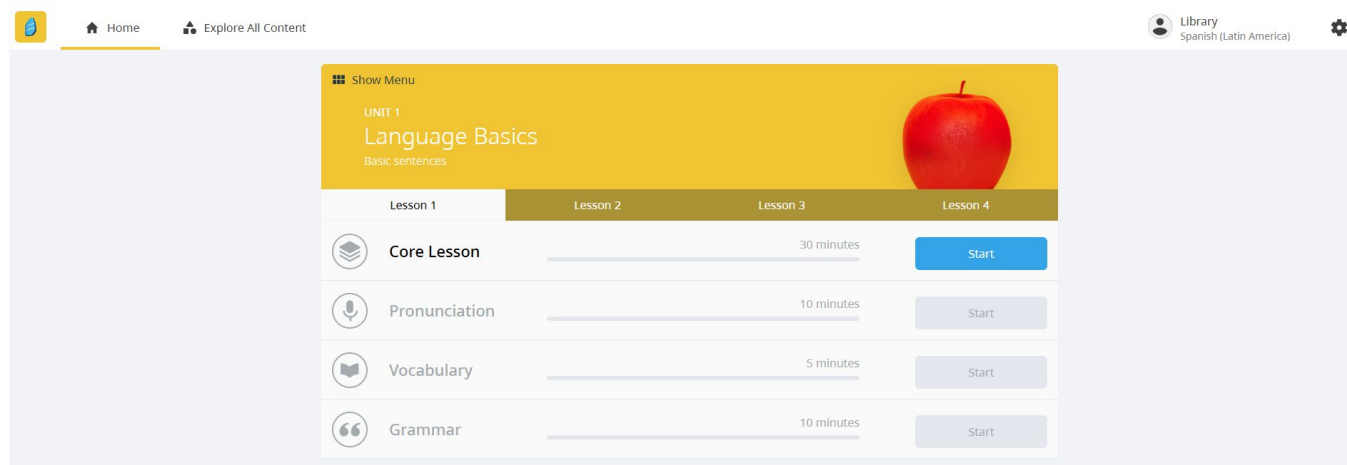
Key features of Rosetta Stone include:

- Coverage of 20+ world languages, including English as a Second Language (ESL)
- Core lessons to build reading, writing, speaking and listening skills
- Focused activities to refine grammar, vocabulary, pronunciation and more
- Active monitoring and cancellation of background noise
- Adaptive speech-recognition technology—specifically tuned to learner speech needs

- Real-time native-pronunciation scoring and feedback
- Adjustable pronunciation scoring difficulty level
- Ability to slow down the native speaker's voice with pitch and spectral analysis
- Mobile speech recognition
- Mobile apps that enable learners to reinforce language acquisition on-the-go



Rosetta Stone Library Solution Courses



Rosetta Stone Library Solution Lesson Home Page

Product Descriptions

2.1—E-Content Delivery Platforms

EBSCO Discovery Service with Full Text Finder

Website: <https://www.ebsco.com/products/ebsco-discovery-service>

Interface Available:

EBSCO Discovery Service

Product Description:

EBSCO Discovery Service (EDS) is a vendor-neutral, fully hosted discovery platform that simplifies in-depth research by providing a unified search across an institution's collection of information resources. It integrates full-text databases, citation databases and local content collections, such as library catalogs and digital archives, into a single pre-indexed search platform.

EDS offers superior relevance ranking, value ranking and full-text searching, backed by more than 4.5 billion records. It ensures users receive precise results at the top of the list, along with tools to enhance the research experience. The platform is fully interoperable with other library services and highly customizable, allowing institutions to configure both metadata collections and search result displays to best suit their needs.

EDS enables patrons to quickly and easily...

- Find unbiased facts on today's news
- Research health concerns
- Make wiser shopping decisions
- Learn about hobbies and sports
- Know everything about their next travel destination
- Research company information to find jobs
- Discover resources about fixing small engines

In addition, enhance journal and eBook discovery with Full Text Finder (FTF) — a next-generation knowledge base, holdings management tool, publication finder and link resolver. FTF integrates with EBSCO Discovery Service (EDS) to provide users fast and reliable access to full text and a better library experience.

Features of Full Text Finder Include:

- Seamless access to full text—connects users directly to full text without traditional link menus.
- Responsive auto-complete—anticipates what the user is looking for, eliminating the need for an alphabet directory.
- Subject browsing with built-in search—a simplified subject browse helps users find titles related to a particular discipline or topic.
- Faceted search results—allows users to quickly narrow search results to only the most relevant.
- Powered by the EBSCO Knowledge Base—representing the library's holdings, the knowledge base ensures reliable linking.

2.2—E-Content Delivery Services

EBSCO eBooks Public Library Subscription Collection

Website: <https://www.ebsco.com/products/ebooks/public-library-collection>

Interfaces Available:

EBSCOhost, Explora, EBSCO Discovery Service

Product Description:

Give your patrons access to high-quality eBooks covering a wide range of topics such as self-help, fitness, games, hobbies and cooking. This general reference eBook collection features titles for both adults and juveniles, as well as best-selling and recommended titles from leading publishers.

Content Includes:

- 55,000 eBooks

Subjects Include:

- ✓ Anthropology
- ✓ Geography
- ✓ History of the Americas
- ✓ Juvenile Fiction
- ✓ Language and Literature
- ✓ Philosophy
- ✓ Psychology
- ✓ Recreation
- ✓ Religion
- ✓ Science
- ✓ Social Sciences
- ✓ Technology + more

Top Trade Publishers and Leading Professional Societies and Organizations Including:

- Abdo Publishing Group
- Crabtree Publishing
- Independent Publishers Group
- John Wiley & Sons
- Lerner Publishing Group
- Rourke Publishing
- Rowman & Littlefield Publishing

Title List:

- Coverage Title List: <https://assets.ebsco.com/m/2a394b5371f647a9/original/EBSCO-eBooks-Public-Library-Collection-Title-List-US.xlsx>

Flipster Digital Magazines

Website: <https://about.ebsco.com/products/flipster>

Interface Available:

Flipster

Product Description:

Flipster is the ultimate digital magazine subscription platform for libraries, providing users with magazines that are easy to read on a computer or mobile device. With Flipster, users have access to a self-serve digital newsstand with easy sign-in through the library.

Content Includes:

- More than 1,300 digital titles

Coverage Categories Include:

- Academic
- Art and Design
- Automotive
- Bilingual
- Bridal and Weddings
- Business and Finance
- Coloring Books
- Comics and Graphic Novels
- Consumer
- Culture and Identity
- Education
- Entertainment
- Family and Kids
- Fashion
- Fitness, Health and Wellness
- Food and Cooking
- History
- Hobbies, Interests and DIY
- Home and Garden
- Industry and Trade
- Language Learning
- Lifestyle
- Literary
- Nature and Outdoors
- News, Politics and Social Issues
- Pets
- Religion
- Science and Technology
- Sports
- Teens
- Travel and Regional

Flipster Offers:

- ✓ Cover-to-cover viewing options
- ✓ Searching and browsing capabilities
- ✓ Compatibility with most desktop and mobile experiences
- ✓ Customized page views

For title list information, please visit: <https://about.ebsco.com/products/flipster/browse-magazines>

2.3—E-Content Available for License or Purchase

EBSCO eBooks

Website: <https://about.ebsco.com/products/ebooks>

Interfaces Available:

EBSCOhost, Explora, EBSCO Discovery Service

Product Description:

Through EBSCO eBooks, EBSCO offers libraries their choice from a growing selection of more than 2.7 million frontlist, best-selling and award-winning titles, as well as classic, backlist favorites. Within this collection are represented more than 1,615 contract publishers and their individual imprints, including many of the most highly regarded in Academic, K-12 and Public Library spaces. This includes top scholarly, trade, STM and reference publishers, as well as the most popular fiction and nonfiction houses.

In its entirety, the EBSCO eBooks collection can meet all manner of research needs and personal interests. It covers a broad range of content, appropriate for a diverse user demographic, and appealing to both general and specific needs. This includes titles geared towards children, teens and adults, with coverage across genres, subjects and specialty areas.

Benefits of the overall EBSCO eBooks solution include:

- Alternative acquisition models, including individual purchase and demand-driven acquisition (DDA)
- Anytime, anywhere eBook access, through simple IP authentication, single sign-on options and more
- Availability through any internet-connected device and commonly available web browser
- Convenient mobile-responsive design, as well as compatibility with several reader apps
- Extensive academic subject coverage, with English and non-English eBooks available
- Intuitive basic and advanced searching, supporting any researcher and level of inquiry
- Pre- and post-search limiters and facets, for highly targeted results lists
- Detailed results, with hyperlinked tables of contents, bibliographic metadata and descriptions
- A feature-rich online reading experience, available within the user-centric Full Text Viewer
- Simple download from any computer to most popular devices, for convenient offline reading
- Interactive searching within the full text
- Easy printing, instant citation in the most popular styles, and simple bibliographic export
- Enhanced platform accessibility and ePUB coverage to support all types of researchers
- Ongoing training and support for both end users and administrators, at no added cost
- Ongoing promotional services, highlighting resource availability and benefits of library use
- Easy integration with any discovery service and ILS, with free OCLC MARC records for every title
- Easy administration via web-based interfaces, including usage report options with several statistics

EBSCO eBooks are offered with a variety of license types, pending publisher preference, the library's choice of access model and acquisition method. Briefly, available license types include:

- Individual, direct title selection and purchase, with a Simultaneous (SIM) User Access Model (1B1U, 1B3U, 1BUU, DRM-free)
- Individual, direct title selection and purchase with a Concurrent Access (CAM) Model (yearly allotment, unlimited simultaneous access)
- Purchase of subject sets and featured collections (in whole or in part) with SIM or CAM license, per title
- Demand-driven acquisition (DDA) of individual titles with a SIM or CAM license
- Short-Term Loan of individual titles (in 1, 7, 14 and 28-day increments)
- Demand-driven acquisition (DDA) of Short Term Loan titles (experiencing 1-10 loans, as set by the administrator)
- Subscription to EBSCO eBooks collections, with SIM 1BUU access for all titles (and DRM-free, when available)

Regardless of access level, all eBooks are available on the end user platform 24 hours-a-day, 365 days-a-year. Overall, EBSCO eBooks provides a range of licensing models to cater to different content types and usage patterns, offering flexibility and customization to libraries.

Content Includes:

- More than 2.7 million titles available in the EBSCO eBooks collection

Subjects Include:

- Children's and YA Fiction
- Children's and YA Nonfiction
- Arts and Architecture
- Biographies and Memoirs
- Body, Mind and Spirit
- Business and Economics
- Computer Science
- Cooking
- Crafts and Collectibles
- Education
- Engineering and Technology
- Fiction
- Health and Medicine
- History
- Home and Garden
- Humor
- Law
- Literature and Criticism
- Mathematics
- Philosophy
- Political Science
- Psychology
- Reference

- Religion
- Sciences
- Self-Help and Family
- Social Sciences
- Sports and Games
- Study Aids and Language Learning
- Travel
- True Crime

To learn more about eBook titles and publisher content available, please visit: <https://about.ebsco.com/public-libraries/products/ebooks>

2.4—Database and Online Learning Services

Business Resources

Business Continuity & Disaster Recovery Reference Center

Website: <https://www.ebsco.com/products/research-databases/business-continuity-disaster-recovery-reference-center>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Business Continuity & Disaster Recovery Reference Center is a full-text database designed to support continuity experts and information professionals. It covers all aspects of business continuity and disaster recovery (BC/DR), including risk evaluation, emergency preparedness and crisis communications.

Business Continuity & Disaster Recovery Reference Center offers cover-to-cover indexing for journals, monographs, magazines and trade publications, all with a strong focus on BC/DR and closely aligned issues. It features BC/DR-focused articles, benchmarks and best practices selected from leading trade and industry publications.

Many full-text records featured in Business Continuity & Disaster Recovery Reference Center come complete with images, tables, charts and other graphical information, providing users with the highest quality content. Additionally, content is updated on a weekly basis to incorporate new materials.

Content Includes:

- 14,154 full-text product reviews
- 832 full-text case studies
- 136 full-text publications

Subjects Include:

- ✓ Business Continuity Management
- ✓ Business Continuity Planning
- ✓ Business Impact Analysis

- ✓ Contingency Auditing
- ✓ Crisis Communications
- ✓ Disaster Mitigation
- ✓ Emergency Preparedness
- ✓ Regulatory Issues
- ✓ Risk Evaluation
- ✓ Strategic Planning + more

Title Lists:

- Coverage Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/bcr-coverage.xls>
- Subject Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/bcr-subject.xls>

Business Source Ultimate

Website: <https://www.ebsco.com/products/research-databases/business-source-ultimate>

Interfaces Available:

Business Searching Interface (BSI), EBSCOhost, Explora, EBSCO Discovery Service

Product Description:

Business Source Ultimate offers access to thousands of active full-text journals, including many peer-reviewed publications. It spans various business topics, from current trends to historical information and global perspectives. It provides researchers with essential business journals such as *Harvard Business Review*, *Academy of Management Journal*, *Academy of Management Review*, *Management Science*, *Marketing Science*, *MIS Quarterly*, *Bloomberg Businessweek*, *Forbes*, *Fortune* and many others, plus business videos from top providers. It is the largest database within the Business Source family.

With three important video collections, Business Source Ultimate offers researchers a variety of ways to gather unique content to supplement information found in journal articles. Students can access the new collection of 111 videos from Academy of Management plus thousands of Business and Economics videos.

Content Includes:

- 4,577 active indexed and abstracted journals, 3,453 of which are peer-reviewed
- 3,746 active full-text journals and magazines
- 2,750 active full-text, peer-reviewed journals
- 2,116 active full-text, peer-reviewed journals with no embargo
- 1,358 active full-text journals indexed in Web of Science or Scopus
- 111 videos from Academy of Management plus thousands of Business and Economics videos
- Ahead of Print content for relevant titles from key publishers

Subjects Include:

- ✓ Banking, Finance and Investing
- ✓ Business (General)
- ✓ Employment Law
- ✓ Information Management
- ✓ Public Interest Law
- ✓ Research Methodology + more

Title Lists:

- Journals Title List: <https://about.ebsco.com/m/ee/Marketing/titleLists/bsu-journals.xls>
- Subject Title List: <https://about.ebsco.com/m/ee/Marketing/titleLists/bsu-subject.xls>
- Other Sources: <https://about.ebsco.com/m/ee/Marketing/titleLists/bsu-other.xls>

Small Business Source + eBook Collection

Website: <https://www.ebsco.com/products/research-databases/small-business-source>

Interfaces Available:

EBSCOhost, Explora, EBSCO Discovery Service

Product Description:

Small Business Source offers exclusive full text for many top consumer small business reference books, as well as tools to understand and address a wide variety of small business topics. The database includes business videos, case studies, help and advice, a start-up kit and tips for writing business plans.

Small Business Source offers a collection of state-specific resources with demographic data and other information to meet the needs of small business owners and entrepreneurs. Many of the full-text reference books are provided through Nolo, the nation's oldest and most respected provider of legal information for consumers and small businesses. Business videos include interviews, lessons learned, lectures and how-to tips to foster success in all aspects of managing a business.

The Small Business Reference eBook Collection is offered as a companion to Small Business Source, containing reference books from top educational publishers and presses. This encompasses a rich selection of titles centered on sustainable and ethical business practices for small businesses.

Content Includes:

- 459 full-text industry and market research reports
- 457 full-text eBooks
- 389 full-text periodicals

Subjects Include:

- ✓ Conducting Business on the Internet
- ✓ Going Green
- ✓ Managing Employees
- ✓ Marketing a Business
- ✓ Selling a Business
- ✓ Starting and Growing a Business
- ✓ Understanding Legal Information
- ✓ Writing a Business Plan + more

Title Lists:

- Coverage Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/b9h-coverage.xls>
- eBooks Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/b9h-ebooks.xls>
- Subject Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/b9h-subject.xls>

Career Resources

BlueCareer ^{RENEWAL}

Website: <https://www.ebsco.com/products/ebscolearning/bluecareer>

Interface Available:

BlueRecruit platform

Product Description:

BlueCareer, a new workforce development platform from EBSCOlearning, is the one-stop shop for members of your community to explore the skilled trades industry, start their careers, connect with employers and more.

Powered by BlueRecruit, BlueCareer from EBSCOlearning is an easy-to-use resource center for library users interested in learning more about the skilled trades and seeking to explore a career transition. The platform also supports local employers looking for talent or seeking insights into the labor market.

BlueCareer provides in-depth information on more than 150 skilled trades, connects individuals with trade schools across the United States and Canada, and provides training resources for those seeking to build their trade knowledge and experience.

It is important to note that BlueCareer comes with a wealth of product features and benefits, including the following:

- Personality and Experience Assessment
Have your patrons heard of the incredible career potential of the skilled trades? Help them get started in exploring a career in the trades by taking a comprehensive personality and experience-based assessment to see which trade profession might be a fit.
- Pay and Career Growth Data
Most publicly available salary data is outdated and unreliable. BlueCareer allows library users and employers to view live local pay data based on exact skills and experience.
- Video Training
BlueCareer has gathered experts from across North America to provide high quality learning content to ensure day-one work readiness.
- Trade School Exploration
Library users can explore more than 1,350 fully accredited trade schools and search for schools by location, duration and/or trade.
- Scholarship Exploration
Users can view and research hundreds of scholarship opportunities. Scholarships can be filtered by location and trade, and many can be applied for directly from the platform.
- Hiring Marketplace
Once they are ready to enter the labor market, individuals can create a BlueRecruit job seeker profile in approximately five minutes and connect with thousands of employers across North America. They will

be invited to interview for open positions via text, and resumes are not required.

- Mobile-First Responsive Design

Individuals can use BlueCareer in their local library or from the comfort of their own home. The site is fully responsive and built with mobile users in mind.

Content Highlights:

Content in BlueCareer includes information on:

- Thousands of employers in North America seeking skilled trade workers
- 600 fully accredited trade schools
- 150 skilled trades
- 15 trade industries

Topics/Subjects:

Using BlueCareer, job seekers can explore 150+ trades in more than a dozen industries:

- ✓ Agriculture and Ranching
- ✓ Automotive
- ✓ Aviation
- ✓ Construction
- ✓ Energy
- ✓ Forestry
- ✓ Personal Care
- ✓ Home Care
- ✓ Hospitality
- ✓ Janitorial
- ✓ Landscaping
- ✓ Manufacturing
- ✓ Marine
- ✓ Mining
- ✓ Security
- ✓ Transportation
- ✓ Utilities + more

Genealogy

MyHeritage Library Edition

Website: <https://about.ebsco.com/products/research-databases/myheritage-library-edition>

Interface Available:

MyHeritage Library Edition

Product Description:

MyHeritage Library Edition, offered exclusively by EBSCO, is one of the largest, most internationally diverse genealogy databases. It contains billions of historical records from all over the world to support family history research. Remote access and a mobile-friendly interface make it the most convenient genealogy product for

libraries and institutions. Through MyHeritage, anyone, anywhere can discover, preserve and share their family history, embarking on a meaningful journey into their past.

MyHeritage Library Edition builds upon MyHeritage's deep investment in innovation. The search engine's automatic handling of translations, synonyms and spelling variations of millions of names in multiple languages is unparalleled. Its unique technology takes research one step further by recommending additional records for records viewed. This enhances research and helps users discover even more relevant records in far less time.

MyHeritage offers flexible searching capabilities to help users find the right records. The basic search form allows users to search by name, year of birth, place (e.g., place of birth, place of residence) and any other keywords they wish to attach to the search, such as an occupation.

The advanced search form allows users to search by:

- Name—including first, last and gender, with flexible and exact match searching
- Events—including birth, death, marriage, residence, immigration and military, as well as the date and place of the event with flexible and exact match searching (multiple events may be entered)
- Relatives—including father, mother, spouse, child, sibling and their name with flexible and exact match searching (multiple relatives may be entered)
- Keywords—such as occupation, school, military unit, etc.

Coverage Includes:

Regarding content coverage, MyHeritage focuses primarily on people-based records, with information on both everyday persons and prominent individuals across societies and eras. Available in 42 languages, MyHeritage Library Edition is the industry's most multilingual family history research database. It includes billions of historical documents from 70+ countries, millions of historical photos, public records and indexes. Within this collection are represented five centuries-worth of records, including:

- More than 20.1 billion historical records
- The U.S. federal census (1790-1950) with images
- The U.K. census (1841-1901) with images
- Over 8 billion family tree records to discover, created by researchers around the world
- More than 816 million US public records
- Billions of European records that allow you to tell their story no matter where in the world it began, including the most comprehensive French collection online, plus many exclusive collections from Germany, Scandinavia, Austria, Nordic countries and more
- More than 100 million gravestone photos
- See the faces of your ancestors in over 240 million historical school yearbooks, then find their homes in over 500 million city directories
- A vast treasure trove of US records, including hundreds of millions of images of birth, marriage and death records, plus over 200 million American immigration records, passenger lists and naturalizations.
- Citizenship records
- Military records
- Guides, references and biographies
- Government, land and court records
- Wills and probate records
- Exclusive databases

- Additional content under license including Tributes obituaries, WikiTree, BillionGraves, Canadian Headstones and many others

MyHeritage Library Edition includes birth, death and marriage records; the complete U.S. and U.K. censuses; immigration, military and tombstone records; and over 8 billion family tree records. New content is added to the database daily, with millions of historical records added every month.

MyHeritage Library Edition builds upon MyHeritage's deep investment in innovation. The search engine's automatic handling of translations, synonyms and spelling variations of millions of names in multiple languages is unparalleled.

This enhances research and helps users discover even more relevant records in far less time. MyHeritage finds historical records that match your family tree, and locates more records related to the one you're viewing.

Investment

FinancialFit Multilingual RENEWAL

Website: <https://www.ebsco.com/products/ebscolearning/financialfit>

Interface Available:

The EBSCOlearning platform

Product Description:

FinancialFit offers short, easy-to-understand personal finance lessons, videos and interactive tools that empower all members of your community—no matter their current financial situation to make informed financial decisions and achieve their financial goals.

Developed by industry experts, FinancialFit offers an engaging online financial literacy program with interactive lessons designed to build personal finance skills. Learners build confidence in managing money and making informed financial decisions through a mix of storytelling, video, visuals and engaging activities. Designed for all digital skill levels, the platform features a clean, mobile-friendly interface, clearly organized content and built-in assessments that reinforce key concepts—no prior financial knowledge required.

This Latin American Spanish version has been fully reviewed and vetted by Spanish-language subject matter experts to ensure accuracy and clarity.

Learner-Centered Content and Tools:

FinancialFit offers a variety of features designed to help learners build and retain personal finance skills at their own pace:

- Microlessons
A growing library of more than 150 easy-to-understand microlessons that can be completed in under five minutes each.
- Interactive Lessons and Videos
Engaging formats that support diverse learning styles.

- Worksheets, Checklists and Calculators
Practical tools to reinforce concepts.
- Assessments with Smart Study Plans
Each module concludes with a scored assessment that offers a personalized study plan, linking learners to the specific microlessons they need to review.
- Standards-Aligned, Interactive Questions
All assessments are aligned to the National Standards for Personal Financial Education and include a variety of question formats—multiple choice, drag-and-drop, fill-in-the-blank and more.
- Glossary
Definitions of more than 650 financial terms to support understanding.

User Experience and Navigation:

The FinancialFit platform makes it easy for learners to stay organized and motivated:

- Progress Tracking
Learners who create a user account can monitor their progress at both the microlesson and module level.
- Expanded Dashboard
A clear view of each assessment's status— in progress, passed or needs review—keeps learners informed.
- Streamlined Navigation
An intuitive layout makes it simple to move through lessons and modules.
- Mobile-First Design
Optimized for learning on-the-go, on any device.

Sample Topics Include:

- ✓ Assessing Financial Needs
- ✓ Building Credit
- ✓ Buying/Renting a Home
- ✓ Choosing a Credit Card
- ✓ Getting a Car
- ✓ Living with Roommates
- ✓ Managing Credit Cards
- ✓ Managing Debt
- ✓ Managing Family Finances
- ✓ Marriage and Partnership
- ✓ Monthly Budgeting
- ✓ Mortgages
- ✓ Paying for Higher Education
- ✓ Planning for Emergencies
- ✓ Planning for Major Purchases

- ✓ Setting up a Joint Household
- ✓ Setting up Bank Accounts
- ✓ Starting Work Life
- ✓ Understanding Taxes
- ✓ And more!

Title List:

- Full List of Lessons and Topics: <https://assets.ebsco.com/m/15a511c6af41748e/original/FinancialFit-Lessons-Topics-xlsx.xlsx>

Languages**Rosetta Stone Library Solution**

Website: <https://about.ebsco.com/products/research-databases/rosetta-stone-library-solution>

Interface Available:

Rosetta Stone Library Solution

Product Description:

As multicultural communities expand, interest in language learning increases. Language programs promote inclusive participation and strengthen community connections. Rosetta Stone Library Solution meets this growing need, helping learners engage with confidence in multilingual settings.

Rosetta Stone offers libraries and their patrons the proven immersion method that thousands of organizations have trusted for more than 25 years. The award-winning interactive approach has been used by millions of learners around the world and now is accessible through the library—anytime, from anywhere.

With Rosetta Stone Library Solution, patrons get access to:

- Core lessons to build reading, writing, speaking and listening skills
- Focused activities to refine grammar, vocabulary, pronunciation and more
- Mobile apps that enable learners to reinforce language acquisition on-the-go

Rosetta Stone Library Solution helps administrators and database managers get a new program up and running quickly so learners can begin their language journey right away.

Content Includes:

- 20+ languages to meet a range of cultural interests
- On-Demand Videos help learners delve deeper into concepts and improve fluency by viewing videos that present everyday scenarios. Each video is specific to the language and its culture.
- Stories extend learning beyond the Rosetta Stone curriculum timeline by helping learners improve their reading, listening and speaking skills. Learners can follow along as they listen or record themselves reading aloud for immediate feedback on pronunciation.
- Phrasebooks help learners perfect their pronunciation by practicing common phrases. Phrasebooks provide learners with a crash course in speaking a new language before upcoming travel, etc. without having to dig through the curriculum for relevant terms and phrases.

- An Audio Companion enables on-the-go users to practice pronunciation, vocabulary, phrases, speaking and conversation.
- Alphabet allows learners to practice a language's alphabet at the start of their learning journey. This is especially helpful to learners who are tackling languages where the entire alphabet is made up of characters unfamiliar to them.

Features Include:

- On-Demand Videos
To help learners delve deeper into concepts and improve fluency by viewing videos that present everyday scenarios. Each video is specific to the language and its culture.
- Stories
To extend learning beyond the Rosetta Stone curriculum timeline by helping learners improve their reading, listening and speaking skills. Learners can follow along as they listen or record themselves reading aloud for immediate feedback on pronunciation.
- Phrasebooks
To help learners perfect their pronunciation by practicing common phrases. Phrasebooks provide learners with a crash course in speaking a new language before upcoming travel, etc. without having to dig through the curriculum for relevant terms and phrases.
- An Audio Companion
To enable on-the-go users to practice pronunciation, vocabulary, phrases, speaking and conversation.
- An Alphabet
To allow learners to practice a language's alphabet at the start of their learning journey. This is especially helpful to learners who are tackling languages where the entire alphabet is made up of characters unfamiliar to them.

Available Languages Include:

- ✓ Arabic
- ✓ Chinese (Mandarin)
- ✓ Dutch
- ✓ English (American)
- ✓ English (British)
- ✓ Filipino (Tagalog)
- ✓ French
- ✓ German
- ✓ Greek
- ✓ Hebrew
- ✓ Hindi
- ✓ Irish
- ✓ Italian
- ✓ Japanese
- ✓ Korean
- ✓ Persian (Farsi)
- ✓ Polish

- ✓ Portuguese (Brazil)
- ✓ Russian
- ✓ Spanish (Latin America)
- ✓ Spanish (Spain)
- ✓ Swedish
- ✓ Turkish
- ✓ Vietnamese

Literature

Biography Reference Ultimate + eBook Collection

Website: <https://www.ebsco.com/products/research-databases/biography-reference-ultimate>

Interfaces Available:

EBSCOhost, Explora, EBSCO Discovery Service

Product Description:

This premier biography database offers an unparalleled collection of authoritative biographies and rich contextual information. It includes full-text reference books, in-depth magazine articles and scholarly coverage of international figures, both past and present.

Biography Reference Ultimate features the award-winning *Great Lives from History* collection from Salem Press as well as thousands of biographies from Encyclopaedia Britannica, both of which are continuously supplemented with new biographies and updated versions of preexisting articles, giving users up-to-date information on featured subjects.

The database also provides superior coverage for several of the most popular and heavily researched biographies and genres, including those contained within *Biography* (both dating back to the first issue published) and thousands of other narrative profiles from the most reliable reference sources on the market — sources not available in other databases.

A unique eBook collection accompanies Biography Reference Ultimate, featuring reference books from leading educational publishers and presses. It includes a rich selection of biographies on notable figures in business, film, history, music, politics, sports and more. This eBook collection is updated twice a year.

In summary, Biography Reference Ultimate offers a breadth and depth of authoritative and contextual information not found in other biography databases, including 800+ full-text reference books, in-depth magazine and scholarly coverage of influential current and historic figures, and the complete full-text run of Current Biography and Biography Magazine, and thousands of other narrative biographies also not available in other databases.

Content Includes:

- 1,769,000 full-text biographical entries from the most prestigious biographical reference collections
- 398 eBooks from leading educational publishers and presses

Sources Include:

- The complete collections of *Current Biography*, *Biography* and *Biography Today* magazines
- Salem Press (including *Great Lives from History* series)
- Encyclopaedia Britannica
- H.W. Wilson Biographical series (Junior & World Authors, Nobel Prize Winners)
- Cambridge Dictionary of American Biography
- Harvard University Press
- Columbia University Press
- Select articles from *Interview* magazine

Title List:

- eBooks Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/bio-ebooks.xls>

Literary Reference Ultimate + eBook Collection

Website: <https://www.ebsco.com/products/research-databases/literary-reference-ultimate>

Interfaces Available:

EBSCOhost, Explora, EBSCO Discovery Service

Product Description:

Literary Reference Ultimate is the all-in-one database for English Language Arts. It includes an extensive full-text collection of popular literary magazines, journals, videos, eBooks and literary works—including poems, short fiction and critical analyses—as well as resources for film studies, journalism and theater studies.

Offered as a complimentary companion to the database, the Literary Reference eBook collection includes content from top educational publishers and presses, offering a broad range of literary-related subject coverage, with selections including literary criticism, study guides and classics such as *The Strange Case of Dr. Jekyll and Mr. Hyde*, *The Iliad* and *Sense and Sensibility*. The collection also includes reference books on theater, film studies, journalism and writing. This eBook collection is updated twice a year.

Literary Reference Ultimate includes full-text resources focusing on plays/drama, poetry, short fiction, children's literature, journalism and film studies. The database also includes volumes of fantasy/science fiction, contemporary literature, world philosophy and religious literature, and literary study guides covering American Literature, English Literature and literary genres.

Content Includes:

- 215,091 classic and contemporary poems
- 87,178 articles and critical analysis essays
- 44,233 classic and contemporary short stories
- 8,129 classic novels

Literary Reference Ultimate also includes new contemporary literature titles from Salem Press:

- The *Literary Context* series introduces students to great literary works across all genres, providing historical context and illuminating key concepts. Works covered include *The Birchbark House*, *The Poet X*, *The Call of the Wild*, *One Hundred Years of Solitude*, and speeches such as Amanda Gorman's "Using

Your Voice Is a Political Choice” and Gene Luen Yang’s “Comics Belong in the Classroom.”

- The *Critical Survey of Shakespeare’s Plays* provides in-depth analysis of Shakespeare’s most influential plays focusing on historical significance and literary techniques.

Additional content includes:

- Informational texts on numerous literary genres, themes and forms
- Full-text literary journals and magazines—including *The Threepenny Review*, *Gettysburg Review*, *Iowa Review*, *Copper Nickel*, *Film International*, *Framework*, *CINEJ Cinema Journal*, *Dramatist*, *Black Masks*, *The Edgar Allan Poe Review* and *Kenyon Review* — featuring thousands of essays, fiction and poetry
- *The History of American Literature on Film*, *The History of British Literature on Film*, *Historical Dictionary of African American Theater*, *The Complete Review Guide to Contemporary World Fiction*, *Historical Dictionary of Asian American Literature and Theater*, *Historical Dictionary of Latin American Literature and Theater*
- 40 chapter-by-chapter summaries
- Literary glossary featuring more than 1,400 terms
- Research guides

Relevant information is available for thousands of authors and their works. In addition to contemporary and classic full-text poems, short stories, novels and critical essays, the database includes:

- 2,739 full-text reference books
- 34,519 plot summaries, synopses and work overviews
- 251,907 author biographies
- 17,095 author interviews
- 791 full-text literary journals
- 500 full-text eBooks
- 212 videos
- 1,281,260 book reviews
- 703 critical analysis essays about popular young adult (YA) and children's literature titles, including film analyses
- 238 *Critical Insights* volumes

Subjects Include:

- ✓ American Art
- ✓ Classics
- ✓ English Studies
- ✓ Film
- ✓ Literary Theory and Criticism
- ✓ Poetry + more

Title Lists:

- Coverage Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/ltr-coverage.xls>
- Subject Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/ltr-subject.xls>
- eBooks Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/ltr-ebooks.xls>

Poetry & Short Story Reference Source + eBook Collection

Website: <https://www.ebsco.com/products/research-databases/poetry-short-story-reference-source>

Interfaces Available:

EBSCOhost, Explora, EBSCO Discovery Service

Product Description:

Poetry & Short Story Reference Source is a rich full-text database containing thousands of classic and contemporary poems, short stories, biographies, essays, lesson plans and learning guides. It also includes high-quality videos and audio recordings from the Academy of American Poets.

Poetry & Short Story Reference Source includes plays and speeches, classic books, biographies, critical analyses, contextual essays and explications for important works, and essays on poetic forms, literary terms, techniques and movements. The database provides contemporary content from the finest publishers including Knopf, Houghton Mifflin, New Directions, Copper Canyon Press and dozens of authors and estates.

Poetry showcases from *The Paris Review* highlight current and emerging poets and their works. Each showcase includes the poet's biography, two to six poems, and an interview with the poet. Audio recordings of these interviews, as well as poets reciting their works, are also available. Poetry & Short Story Reference Source also contains selected works of major and minor American and English poets, along with international poetry representing each continent (accompanied by English translations, when available).

Poetry & Short Story Reference Source offers supplemental teaching and learning guides featuring lesson plans and assignments specifically crafted for use with this database. "Poetry Off the Page" lesson plans align with NCTE and Common Core curriculum standards. The database also contains proprietary infographics to support teaching and learning. These include literary timelines, poetry word clouds and short story plot points.

The Poetry & Short Story Reference eBook Collection is offered as a companion to Poetry & Short Story Reference Source, containing reference books from top educational publishers and university presses. These eBooks relate to the most studied poets and authors showcased in the database.

Content Includes:

- 418,000 full-text poems, both classic and contemporary
- 58,000 full-text short stories, both classic and contemporary
- 4,300 full-text dramatic works
- 1,150 full-text eBooks focused on poetry, drama and short stories

Additional Content Highlights Include:

- More than 2,800 audio recordings of poets reading their own works from the Academy of American Poets, poets reading works of other poets and podcasts from The Poetry Foundation
- High-quality videos provided by the Academy of American Poets
- More than 470 full-text explications of both classic and contemporary poems

Subject Categories Include:

- ✓ Authors
- ✓ Literary Periods, Movements and Literary Forms
- ✓ Styles and Techniques

- ✓ Works + more

Title Lists:

- eBooks Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/prf-ebooks.xls>
- Other Sources: <https://www.ebsco.com/m/ee/Marketing/titleLists/prf-other.xls>

Other—Additional Subject Resources**Auto Repair Source**

Website: <https://www.ebsco.com/products/research-databases/auto-repair-source>

Interface Available:

Auto Repair Source on the TruSpeed platform

Product Description:

Powered by the automotive experts at MOTOR, Auto Repair Source provides library users with the most accurate, authoritative and up-to-date “do-it-yourself” service and repair information for thousands of domestic and imported cars, SUVs, vans and light trucks.

Designed for touch-enabled devices such as laptops and tablets, Auto Repair Source offers a user-friendly search experience and access to a wealth of information to help users diagnose, repair and maintain today's complex vehicles. All content comes from the Original Equipment Manufacturers (OEM) and includes step-by-step DIY auto repair information, diagrams, maintenance schedules, parts and labor estimates, service bulletins and recalls. Diagrams and images can be easily magnified and printed.

MOTOR Information Systems is the world's premier supplier of automotive data. Since 1903, MOTOR has been providing customers with accurate, thorough and timely service and repair information to satisfy all their automotive needs. MOTOR is a division of Hearst Business Media, a Hearst company.

Content Includes:

- Service information optimized for the most common maintenance and repair operations
- Technical service bulletins and recall notices
- Component location diagrams for most domestic and imported cars, SUVs, vans and light trucks
- Precise and comprehensive wiring diagrams for all systems
- Maintenance schedules and estimated labor times for the most commonly performed operations in a mechanical repair shop
- Engineering specifications/standards for the most common repairs and adjustments
- Diagnostic Trouble Codes (DTCs), flowcharts and step-by-step diagnostic instructions covering powertrain, chassis, body and network communication
- Part numbers, diagrams and pricing for thousands of the most commonly replaced parts, including manufacturer-suggested retail price to help users validate the cost of repairs and identify all iterations of a part number or part status (current, superseded, split, discontinued)

Service and Repair Information has been Expanded for Select Makes to Include:

- Advanced Driver Assistance System (ADAS), Cruise, Electric Vehicle (EV) Components, Lighting, Entertainment, Instruments and Immobilizers
- Medium-duty trucks (e.g., Chevy Silverado 4500, 5500, etc.)

- Engine Service Coverage (ESC)
- Individual job aids (e.g., visual guides, step-by-step instructions, specifications and safety tips)
- Position statements (official OEM guidelines on repair procedures, parts usage, safety standards, etc.)

Consumer Health Ultimate + eBook Collection

Website: <https://www.ebsco.com/products/research-databases/consumer-health-ultimate>

Interfaces Available:

EBSCOhost, Explora, EBSCO Discovery Service

Product Description:

Consumer Health Ultimate is the most comprehensive full-text database for the latest, most accurate, reliable and easy-to-understand health and wellness content on topics ranging from mental health to public health to holistic medicine. It offers expanded collections of eBooks and videos covering exercise, nutrition, communicable diseases, health disparities, child and teen health, and more.

The complimentary eBook collection contains reference books in English and Spanish from top educational publishers and presses such as John Hopkins University Press and New Harbinger Publications. It encompasses a rich selection of titles covering mental health and self-help, fitness and nutrition, family and relationships, reproductive medicine, public health and other areas of healthcare.

Consumer Health Ultimate offers a variety of features and functionality to support research success and productivity. In addition to simple and advanced search options and powerful filters, patrons have the ability to explore content by featured collection or by topic category.

Content Includes:

- 6,977 full-text evidence-based health reports in English and Spanish from WebMD Ignite
- 1,278 consumer health pamphlets and fact sheets from the CDC, FDA, NIH and others
- 567 up-to-date health reference books, encyclopedias and eBooks
- 320 active full-text journals and magazines

Consumer Health Ultimate offers an intuitive search interface that allows users to filter search results by source type. In addition to full-text journals, magazines, books and pamphlets, the database includes:

- 13,000+ full-text articles and health reports covering conditions, treatments, procedures and tests, with:
 - 6,900+ evidence-based health reports from WebMD Ignite (English and Spanish)
 - 6,700+ Salem Press articles written and reviewed by medical professionals
- 950+ WebMD Ignite articles and health reports on wellness topics in English and Spanish
- More than 1,600 drug information entries in English and Spanish
- 700+ natural and alternative health articles
- More than 42,000 Merriam-Webster's Medical Desk Dictionary entries

Consumer Health Ultimate will offer more than 1,000 videos and medical animations spanning multiple areas of health. Publishers include:

- Blausen—350+ 3D medical animations covering common conditions, treatments and procedures
- HealthDay—265 videos in English and Spanish, with regular updates, covering current health news

- VHI—250 exercise animations
- BoClips—80+ videos covering educational videos on a multitude of healthcare related topics from providers such as HealthSketch, SciShow, TED-Ed, PBS NewsHour and more.
- Wellness Network—80+ patient education videos

Featured Collections Include:

- Evidence-Based Reports
- Holistic Medicine (Natural and Alternative Treatments)
- Wellness
- Fact Sheets and Pamphlets
- Medical Dictionary

Subjects Include:

- ✓ Children, Youth and Families
- ✓ Conditions and Diseases
- ✓ Drugs, English and Spanish
- ✓ Environmental and Public Health
- ✓ Food, Nutrition and Exercise
- ✓ General Wellness
- ✓ Health of Older Adults
- ✓ Mental Health
- ✓ Pregnancy and Childbirth
- ✓ Substance Abuse + more

Title Lists:

- Coverage Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/chp-coverage.xls>
- eBooks Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/chp-ebooks.xls>
- Subject Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/chp-subject.xls>

Ethnic Diversity Source

Website: <https://www.ebsco.com/products/research-databases/ethnic-diversity-source>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

This full-text database is a dedicated resource covering the culture, traditions, social treatment and lived experiences of different ethnic groups in America. It provides full text from a growing list of sources including peer-reviewed journals, magazines, newspapers, eBooks, biographies and primary source documents.

Content Includes:

- 438 active full-text journals and magazines
- 348 active full-text, peer-reviewed journals
- 240 active full-text, peer-reviewed journals with no embargo

In addition to active full-text journals, magazines and newspapers, Ethnic Diversity Source curates and provides full text from a wide variety of sources including:

- 7,000+ full-text eBooks
- 2,200 full-text biographies
- Tens of thousands of full-text historical documents
 - 31,000+ full-text speeches
 - 12,000+ full-text interviews
 - 6,000+ full-text letters

Ethnic Diversity Source covers culture, traditions, social treatment and lived experiences of:

- ✓ African Americans
- ✓ Arab Americans
- ✓ Asian Americans
- ✓ European Americans
- ✓ Jewish Americans
- ✓ Latinx Americans
- ✓ Native Americans
- ✓ Multiracial Americans

Title Lists:

- Coverage Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/ets-coverage.xls>
- Subject Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/ets-subject.xls>

History Reference Ultimate + eBook Collection

Website: <https://www.ebsco.com/products/research-databases/history-reference-ultimate>

Interfaces Available:

EBSCOhost, Explora, EBSCO Discovery Service

Product Description:

History Reference Ultimate invites learners to explore U.S. and world history through a rich collection of full-text history magazines, journals, eBooks, primary source documents and videos. The database also supports the study of human geography, sociology and economics, making it a versatile tool for multidisciplinary research.

The History Reference eBook Collection is offered as a companion to History Reference Ultimate, containing reference books from top educational publishers and presses. This encompasses a rich selection of historical titles, covering global topics from the ancient world through today. This eBook collection is updated twice a year.

Further, the History Reference Ultimate Video Collection is a complimentary collection that contains the *Video Encyclopedia of the 20th Century*, as well as videos powered by Boclips from Crash Course, Newsy, The Economist and MakeMatic Untold. Content includes news clips, geographical and economic terms, as well as explanations of historical concepts and events.

Content Includes:

- 879,500 full-text records from peer-reviewed journals, reference books, periodicals and other sources
- 93,500 full-text biographies of historical figures
- 56,490 full-text primary source documents
- 1,800 full-text reference books, encyclopedias and nonfiction books

History Reference Ultimate offers a variety of information resources to support students and educators in meeting curriculum goals. In addition to full-text historical reference books, primary source documents and biographies, History Reference Ultimate includes:

- 2,475 videos
- 550 full-text eBooks
- 238 full-text magazines and journals

This database includes full text and selective content from leading history magazines and journals, including:

- *All About History*
- *Civil War History*
- *Smithsonian*
- *History Today*
- *Vital Speeches of the Day*
- *Archaeology*
- *Natural History*

Content comes from top history publishers such as:

- Abdo Publishing Company
- Bloomsbury Publishing
- Branden Publishing
- Compass Point Books
- Lerner Publishing Group
- Mason Crest Publishers
- Morgan Reynolds, Inc.
- Oxford University Press
- Rourke Publishing LLC
- Salem Press
- University of Chicago Press
- Yale University Press

The database also contains reference books from Salem Press, including:

- *40 Defining Documents* volumes
- *12 Great Events from History* volumes
- *11 Great Lives from History* volumes
- *Bill of Rights*
- *U.S. Supreme Court*
- *Speeches of American Presidents, 1789-2018*

Of note, articles in History Reference Ultimate include reading measures (Lexile Measures) to address text complexity requirements.

History Reference Ultimate also links to EBSCO's Curriculum Standards Module, a tool that can help teachers in the U.S. and Canada correlate EBSCO content quickly and easily to Common Core, state or provincial curriculum standards. The module provides browsing of specific benchmarks, many of which have recommended search strings for successful content retrieval.

Subjects Include:

- ✓ Civics and Government
- ✓ Early Civilizations
- ✓ Economics and Finance
- ✓ Events and Movements
- ✓ Historic Figures
- ✓ Human Geography
- ✓ Military History
- ✓ Regions and Landmarks
- ✓ Social History
- ✓ Sociology
- ✓ U.S. History
- ✓ Wars and Conflicts
- ✓ World History + more

Title Lists:

- Coverage Title List: <https://about.ebsco.com/m/ee/Marketing/titleLists/hpr-coverage.xls>
- eBooks Title List: <https://about.ebsco.com/m/ee/Marketing/titleLists/hpr-ebooks.xls>
- Subject Title List: <https://about.ebsco.com/m/ee/Marketing/titleLists/hpr-subject.xls>

Legal Information Source

Website: <https://www.ebsco.com/products/research-databases/legal-information-source>

Interfaces Available:

EBSCOhost, Explora, EBSCO Discovery Service

Product Description:

Legal Information Source is a database designed to assist the public in understanding the complex world of law and legal matters of all kinds. It includes exclusive full text for many top consumer legal reference books, as well as thousands of legal forms.

Legal Information Source offers everyday users the necessary tools and detailed how-to instructions covering a wide range of legal issues. A majority of the full-text legal reference books are provided through Nolo, the nation's oldest and most respected provider of legal information for consumers and small businesses. Using the browse feature, users can search legal forms by popular subject areas, including accident, bankruptcy, divorce, personal injury and more. In addition, users can quickly access a list of links to U.S. federal and state legal forms.

Content Includes:

- 35,000 direct links to federal and state legal forms available from government web pages
- 20,750 federal, state-specific and multi-state legal forms
- 100 full-text magazines and reference books

Subjects Include:

- ✓ Business and Corporate Law
- ✓ Family Affairs and Divorce
- ✓ Immigration and Travel
- ✓ Money and Financial Planning
- ✓ Patents, Copyrights and Trademarks
- ✓ Property and Real Estate
- ✓ Rights and Disputes
- ✓ Wills and Estate Planning + more

Title List:

- Coverage Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/lir-coverage.xls>

MasterFILE Complete + eBook Collection UPGRADE

Website: <https://www.ebsco.com/products/research-databases/masterfile-complete>

Interfaces Available:

EBSCOhost, Explora, EBSCO Discovery Service

Product Description:

Designed for public libraries, MasterFILE Complete offers the highest quality collection of popular full-text magazines, reference books, videos and other sources covering virtually every subject area. Helping patrons find relevant content has never been easier.

The MasterFILE Reference eBook Collection is offered as a companion to MasterFILE databases, containing reference books from top educational publishers and university presses. This encompasses a rich selection of titles covering a broad range of general reference subjects, including biography, history, architecture, literature, cooking, health and wellness, science, self-help, religion, current events, sports, travel and more.

Content Includes:

- 2,411 full-text magazines and journals
- 1,000 full-text reference eBooks in the companion collection

MasterFILE Complete offers ongoing full text for the most popular magazines for public libraries, including:

- *The Atlantic**
- *Better Homes and Gardens**
- *Congressional Digest**
- *Consumer Reports**
- *Discover**
- *Essence**
- *Food & Wine**

- *The Nation**
- *National Review*
- *The New Republic**
- *New Scientist*
- *Newsweek*
- *People**
- *Real Simple**
- *Rolling Stone*
- *Science News**
- *Scientific American**
- *Sky & Telescope**
- *Sports Illustrated**
- *TIME**
- *Travel + Leisure**
- *Us Weekly**

*Active full text is unique to EBSCO.

Additional Content Highlights:

MasterFILE Complete also includes:

- 107,000 full-text biographies
- 55,000 full-text primary source documents
- A vast image collection of more than 2.4 million photos, maps and flags

It also includes full-text reference books, encyclopedias and monographs and a companion eBook collection containing reference titles from top educational publishers and university presses.

Subjects Include:

- ✓ Adult Education
- ✓ Arts and Entertainment
- ✓ Consumer Health
- ✓ Food, Cooking and Entertaining
- ✓ Homes and Houses
- ✓ Restaurants and Dining
- ✓ Small Business
- ✓ Tourism Studies + more

Title Lists:

- Journals Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/f6h-journals.xls>
- eBooks Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/f6h-ebooks.xls>
- Subject Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/f6h-subject.xls>
- Other Sources: <https://www.ebsco.com/m/ee/Marketing/titleLists/f6h-other.xls>

MasterFILE Elite + eBook Collection RENEWAL

Website: <https://www.ebsco.com/products/research-databases/masterfile-elite>

Interfaces Available:

EBSCOhost, Explora, EBSCO Discovery Service

Product Description:

Designed specifically for public libraries, MasterFILE Elite provides full-text magazines and reference books covering many subject areas including business, health, education, general science and multicultural issues. It also includes an extensive image collection.

The MasterFILE Reference eBook Collection is offered as a companion to MasterFILE databases, containing reference books from top educational publishers and university presses. This encompasses a rich selection of titles covering a broad range of general reference subjects, including biography, history, architecture, literature, cooking, health and wellness, science, self-help, religion, current events, sports, travel and more.

Content Includes:

- 905 full-text magazines and journals
- 500 full-text reference eBooks (Companion Collection)

Subjects Include:

- ✓ Architecture
- ✓ Biography
- ✓ Cooking
- ✓ Current Events
- ✓ Health and Wellness
- ✓ History
- ✓ Literature
- ✓ Religion
- ✓ Science
- ✓ Self-Help
- ✓ Sports
- ✓ Travel + more

Title Lists:

- Journals Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/fth-journals.xls>
- eBooks Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/fth-ebooks.xls>
- Subject Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/fth-subject.xls>
- Other Sources: <https://www.ebsco.com/m/ee/Marketing/titleLists/fth-other.xls>

Points of View Ultimate + eBook Collection

Website: <https://www.ebsco.com/products/research-databases/points-view-ultimate>

Interfaces Available:

EBSCOhost, Explora, EBSCO Discovery Service

Product Description:

This expertly curated full-text database provides diverse perspectives on hundreds of debate topics. It contains political magazines, newspapers, news transcripts, blog posts, primary sources, reference books and educational videos. Points of View Ultimate supports in-depth research into global issues, helping users analyze controversial topics, develop critical thinking and improve digital literacy.

With the advent of social media and the transformation of how today's news is reported and instantly disseminated, Points of View Ultimate is a powerful tool for students learning how to engage responsibly with controversial and societal issues.

The database covers hundreds of debate topics, each with Overview (objective background/description), Point (argument) and Counterpoint (opposing argument) articles and a Guide to Critical Analysis to help the reader evaluate the controversy, read more critically, develop their own perspective, and write or debate an effective argument.

Offered as a complimentary companion to the database, the Points of View Ultimate eBook collection contains reference eBooks from top educational publishers and presses and offers a broad range of coverage on current issues and challenges in society. Selections include in-depth perspectives and debate on race, gender, animal welfare, citizenship and other essential topics. The collection also includes reference books on civics and government, financial literacy and media literacy.

In summary, Points of View Ultimate offers a curated balance of diverse perspectives from numerous sources, including leading political magazines, blogs and newspapers, news transcripts and primary sources. Enhanced with video, a robust eBook collection, hundreds of reference titles, and hundreds of debate topics allowing a deeper dive into international issues, Points of View Ultimate is the preferred online resource to better understand today's controversial issues and sharpen digital literacy. The content in Points of View Ultimate supports curriculum standards that ask students to analyze informational texts and hone their critical thinking skills.

Content Includes:

- 736 debate topics, routinely updated with new and supplemental content
- 713 reference books
- 319 full-text periodicals, providing broader political, environmental and civics coverage
- 150 eBooks

Points of View Ultimate also provides more than 25.2 million full-text articles and documents. It offers a balance from all viewpoints with:

- Cover-to-cover content from leading magazines spanning the entire philosophical and political spectrum, from *The Nation* to *National Review*
- Curriculum-aligned reference content and eBooks
- Historical debates and perspectives from Salem Press's *Great Debates in History* and *Defining Documents* series
- Newspapers and news transcripts
- Primary source documents, including court case overviews
- Blog content (including Pro Publica)
- Engaging video from *The Washington Post* and other providers

Subjects Include:

- ✓ Tax Exemption for Churches
- ✓ Racial Disparities in Health Care
- ✓ Deep Sea Exploration
- ✓ Online Gambling and Sports Betting
- ✓ Neurodiversity Movement
- ✓ Name, Image and Likeness (NIL)
- ✓ Dark Money
- ✓ Artificial Intelligence and Racial and Gender Bias + more

Title Lists:

- Coverage Title List: <https://about.ebsco.com/m/ee/Marketing/titleLists/pvg-coverage.xls>
- eBooks Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/pvg-ebooks.xls>
- Full List of Topics: <https://assets.ebsco.com/m/739d57f5c6bf159/original/Points-of-View-Ultimate-Topic-List.xlsx>

Read It!

Website: <https://www.ebsco.com/products/research-databases/read-it>

Interfaces Available:

EBSCOhost, Explora, EBSCO Discovery Service

Product Description:

Read It! is designed for middle and high school students and adults who have a basic foundation in English grammar and reading but need adapted reading material for a variety of subjects. It offers resources to help build background knowledge, conduct research and improve study skills.

Read It! also links to EBSCO's Curriculum Standards Module, a tool that can help educators correlate EBSCO content quickly and easily to Common Core, state or provincial curriculum standards. The module provides browsing of specific benchmarks, many of which have recommended search strings for successful content retrieval.

Content Includes:

- 1,400 ELL-specific foundation documents (nonfiction articles and reference texts)

Read It! helps English Language Learners (ELLs) succeed academically and in everyday life by providing resources such as:

- Content that supports English-language reading proficiency and comprehension as well as general literacy, research, note-taking and academic writing
- Customized articles and practice quizzes to support ELL success and promote reading comprehension across a variety of school and life skill subject areas
- Links to related articles leading students to further content that increases topic comprehension
- Licensed content from leading ELL publishers including Capstone Press and Cricket Media
- Illustrations, images and diagrams to support understanding
- Research guides and worksheets

Subjects Include:

- ✓ Civics
- ✓ Culture
- ✓ History
- ✓ Life Skills
- ✓ Literature
- ✓ Math
- ✓ Science + more

Features and Functionality Include:

- Intuitive interface navigation—Users can easily browse content by categories and subcategories
- "Read Out Loud" text-to-speech tool that enables students to highlight and listen to text at various speeds
- Lexile Measures to indicate a text's level of reading difficulty
- Translation tool that allows students to translate into 35 languages to assist their learning and check their work

Referencia Latina

Website: <https://www.ebsco.com/products/research-databases/referencia-latina>

Interfaces Available:

EBSCOhost, Explora, EBSCO Discovery Service

Product Description:

Referencia Latina is a full-text Spanish-language database covering a broad array of subjects inside and outside academia. It offers content from a variety of sources, including reference books, general interest magazines and health reports.

Referencia Latina's intuitive, theme-based Spanish-language interface is designed to make content readily accessible to non-English users. Daily updates ensure availability of the most current articles from a dozen prominent newspapers and newswires from 12 Latin American countries.

Content Includes:

- 1,086,395 images with captions in Spanish
- 153 full-text multidisciplinary reference books
- 56 full-text journals and magazines

Subjects Include:

- ✓ Anthropology
- ✓ Cuban Studies
- ✓ Diplomacy and International Relations
- ✓ Latin American Literature
- ✓ Mayan Studies
- ✓ Peace and Conflict Studies + more

Title Lists:

- Coverage Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/zah-coverage.xls>
- Subject Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/zah-subject.xls>

Science Reference Ultimate + eBook Collection

Website: <https://www.ebsco.com/products/research-databases/science-reference-ultimate>

Interfaces Available:

EBSCOhost, Explora, EBSCO Discovery Service

Product Description:

Science Reference Ultimate is a comprehensive database offering full-text access to popular science magazines, journals, videos, experiments, lesson plans and eBooks. It supports core STEM courses and electives such as zoology and oceanography, making it a valuable resource for both students and educators.

Offered as a companion to Science Reference Ultimate, the Science Reference Ultimate eBook Collection contains reference books from top educational publishers and university presses and encompasses a rich selection of titles covering science, technology, engineering and mathematics. This eBook collection is updated twice a year.

Further, the Science Reference Ultimate Video Collection is a complimentary collection that contains videos from Media4Math and Nature Picture Library, as well as videos powered by Boclips from SciShow, Science Buddies, Minute Physics and Amoeba Sisters. Content ranges from science concepts explained to science experiments to informational videos on current science topics.

By providing a wide range of topics, Science Reference Ultimate satisfies the demand for standards-based content by providing teachers and librarians with articles correlated to national, state and provincial curriculum standards. The database contains a wealth of informational texts as well as real-world examples of the application of mathematical concepts in scientific research.

Content Includes:

- 3,500 full-text, full-length biographies of scientists and innovators
- 1,550 full-text science reference books and encyclopedias
- 1,270 full-text science experiments
- 350 full-text science magazines and journals

Science Reference Ultimate offers a variety of information resources to support students and educators in meeting curriculum goals. In addition to full-text periodicals, science reference books, biographies and science experiments, Science Reference Ultimate includes:

- 2,300 science lesson plans
- 1,870 videos
- 550 eBooks

Science Reference Ultimate includes full text and selective content from leading science magazines and journals, including:

- *Discover*
- *Scientific American*
- *Science News*
- *Science News Explores*

- *The Scientist*
- *Sky & Telescope*
- *The Week Junior: Science + Nature*
- Several publications from the American Meteorological Society and Public Library of Science (PLOS)

It also includes reference books from Salem Press, including *Global Spotlight on Scientists and Innovators* series, *Science in Film* series, *Encyclopedia of Endangered Species* and *Encyclopedia of Environmental Issues*.

Subjects Include:

- ✓ Applied Sciences
- ✓ Biology
- ✓ Botany
- ✓ Chemistry
- ✓ Computer Science
- ✓ Earth Sciences
- ✓ Engineering
- ✓ Environmental Science
- ✓ Experiments, Worksheets, Lesson Plans
- ✓ Food Science
- ✓ Forensics
- ✓ Geology
- ✓ Health and Wellness
- ✓ Mathematics
- ✓ Oceanography
- ✓ Paleontology
- ✓ Physics
- ✓ Scientists and Innovators
- ✓ Space Sciences and Astronomy
- ✓ Zoology + more

Title Lists:

- Coverage Title List: <https://about.ebsco.com/m/ee/Marketing/titleLists/spr-coverage.xls>
- eBooks Title List: <https://about.ebsco.com/m/ee/Marketing/titleLists/spr-ebooks.xls>
- Subject Title List: <https://about.ebsco.com/m/ee/Marketing/titleLists/spr-subject.xls>

Small Engine Repair Source

Website: <https://www.ebsco.com/products/research-databases/small-engine-repair-source>

Interfaces Available:

EBSCOhost, Explora, EBSCO Discovery Service

Product Description:

This reference database provides detailed, user-friendly repair guides for all manner of small engines, from motorcycles and ATVs to generators and outdoor power equipment.

Small Engine Repair Source offers assistance in providing routine maintenance (tune-ups, brake service) as well as extensive repairs (engine and transmission disassembly). Available through the Explora user experience, Small Engine Repair Source allows users to browse by product type, brand, model/engine type and model numbers.

The database includes information on more than 25 years of engine models and the full collection of Clymer repair manuals, with new and updated content added regularly. PDF full text is available for all documents.

Content Includes:

- 90,000 repairs covered
- 450 full-text reference books with original photos and illustrations

Repair and Maintenance Information is Provided For:

- ✓ Air-Cooled Engines
- ✓ ATVs
- ✓ Chainsaws
- ✓ Commercial Mowers
- ✓ Diesel Engines
- ✓ Farm Tractors
- ✓ Generators
- ✓ Motorcycles
- ✓ Marine (Boats)
- ✓ Outdoor Power Equipment
- ✓ Personal Watercraft/Jet Ski
- ✓ Riding Lawn Mowers
- ✓ Rotary Tillers
- ✓ Snowmobiles
- ✓ Snowthrowers
- ✓ String Trimmers and Blowers
- ✓ Walk-Behind Mowers
- ✓ Yard and Garden Tractors

Title List:

- Coverage Title List: <https://www.ebsco.com/m/ee/Marketing/titleLists/s9h-coverage.xls>

Other—Readers' Advisory Resources**LibraryAware** RENEWAL

Website: <https://about.ebsco.com/novelist/products/libraryaware>

Interface Available:

LibraryAware

Product Description:

LibraryAware helps libraries raise awareness and engage their community. This multi-year award winning product offers templates and tools to create emails, newsletters, bookmarks, shelf talkers, flyers, social and digital displays, and more for promoting books and resources throughout the library and beyond.

As unique features and key benefits of the platform, LibraryAware offers:

- NextReads newsletters for readers in every subscription, with 20+ monthly newsletters on genres and topics that readers love to receive in their inbox. Curated by the book experts at NoveList.

- Thousands of promotional templates not found anywhere else, created by professional designers and library experts, featuring promotional materials for summer reading, storytime, books displays and more.
- Millions of already-licensed graphics, images and book/AV covers, with no attribution required. Libraries may also upload their own images with no limits.
- Unlimited subscribers and sends, meaning the price stays the same as your library grows.

Emails, Website and Social Media Tools:

From sending emails and reading recommendation newsletters to interactive website graphics and social media posts, LibraryAware saves you time and makes your work easy.

- Email—Create emails easily with our drag-and-drop editor. Choose from hundreds of professionally designed templates or start from scratch. Easily upload, edit and create your own unlimited subscriber lists. Benefit from unlimited sends. Evaluate your promotions with our built-in analytics tools. Get access to millions of book jackets and annotations, as well as thousands of images ready for you to use immediately, with no copyright worries.
- Website carousels and book rivers—Post info about library events, books and e-resources to your website. Carousels are easy to build and embed using LibraryAware.
- Social media posts—Choose from a variety of ready-to-post graphics to tell your story on any social media platform.

Graphic Design and Print Promotions:

Artwork is just one of those things we all could use more help with. Our designers build beautiful templates that can be used as-is or customized as much or as little as you want. They know what you need because they've worked in libraries. They also stay on top of holidays, author news and pop culture trends, so you can pivot fast on book displays for those unexpected trending topics.

- Find thousands of ready-to-print and customizable templates designed with libraries in mind.
- Program flyers, posters, signage, book display signs, bookmarks, brochures, shelf talkers and more.
- Get access to millions of book jackets and annotations, as well as thousands of images ready for you to use immediately, with no copyright worries.
- Extensive offerings for summer at the library, including signage, calendars, bookmarks, passports, bingo cards, stickers and book logs.

NoveList K-8 Plus

Website: <https://www.ebsco.com/novelist/products/novelist-k8-plus>

Interface Available:

NoveList

Product Description:

Designed to support children and the adults who work with them, NoveList K-8 Plus is an online database of reading recommendations which encourages reader success. Featuring an easy-to-use interface, kids can use NoveList K-8 Plus to find just the right books for their reading levels and interests, while parents, teachers and librarians can use it to find valuable teaching resources that will engage young readers.

Overall content and features include:

- Expert recommendations for kids' fiction and nonfiction
- Complete series information
- Appeal language to describe books
- Read-alike information
- Professional book reviews
- Reader ratings and reviews
- Curated lists
- Award winner lists
- Lexile numbers

Added benefits also include:

- ✓ Recommendations crafted by librarians and teachers
- ✓ Local collection options
- ✓ Popular, professional and reader reviews all in one place
- ✓ Browsing by topic, grade, Lexile level and more
- ✓ Hundreds of reading lists, such as "Top 10" and "Best of"
- ✓ Extensive "How Do I?" tab links to common FAQs
- ✓ Downloadable quick lists of recommended books by topic

NoveList Plus

Website: <https://www.ebsco.com/novelist/products/novelist-plus>

Interface Available:

NoveList

Product Description:

Created especially for people who love books, NoveList Plus is the premier online database for reading recommendations, available through libraries around the world. Helping readers of all ages find just the right book to read, this comprehensive source of popular and professional book information includes expert recommendations, reviews, articles, lists and more.

Overall content and features include:

- Expert recommendations for fiction and nonfiction
- Coverage of book titles for all ages
- Audiobook recommendations
- Complete series information
- Appeal language to describe books
- Read-alike information
- Professional book reviews
- Reader ratings and reviews
- Curated Lists
- Award winner lists
- Genre overviews
- Readers' advisory guides

Added benefits also include:

- ✓ Local collection options
- ✓ Popular, professional and reader reviews all in one place
- ✓ Browsing by topic, age, reading (Lexile) level and more
- ✓ Hundreds of reading lists, such as “Top 10” and “Best of”
- ✓ Extensive “How Do I?” tab links to common FAQs
- ✓ Downloadable quick lists of recommended books by topic

NoveList Select

Website: <https://www.ebsco.com/novelist/products/novelist-select>

Interface Available:

N/A

Product Description:

NoveList Select is a comprehensive enrichment service that turns your existing catalog, discovery service, selfcheck kiosk, mobile app and more into a place for book discovery. Providing suggestions for books based on common subjects, genres and NoveList’s signature appeal terms—not just titles from the current bestseller list—with NoveList Select, readers don’t leave empty-handed.

Readers love “the why” statement in NoveList Select. We know because it’s one of the most often clicked on features. The newest version of NoveList Select allows readers to understand why they will love a book in fewer clicks. As always, you can trust NoveList’s professional and curated reading recommendations.

The NoveList Select Story Finder allows a reader to mix and match terms in the list to find a custom reading recommendation. Select one or more terms to see matching titles with those same terms.

Series readers care deeply about the next book in the series, and it’s one of the most often-asked readers’ advisory questions. NoveList Select has always included complete series information in reading order. Readers can easily scroll through to find the book they want to read next. Best of all, NoveList Select series information includes tidbits you’ll only get from NoveList, like if a book should be read later in the series, even if it’s a prequel.

The NoveList Select Analytics Dashboard also provides a unique window into how your library’s patrons are viewing and interacting with book recommendations, including insight into the most popular titles, authors and series viewed. Since NoveList Select recommendations come from NoveList, libraries know they are getting the best recommendations on the market.

In summary, NoveList Select provides:

- Enhanced Book Discovery at the Point of Need
NoveList Select enriches a library’s catalog, discovery system, selfcheck kiosk, apps and more, with expert-curated book suggestions based on subjects, genres and appeal terms—helping readers find more than just bestsellers.

- Patron Insights via Analytics Dashboard
The NovelList Select Analytics Dashboard shows how patrons interact with the recommendations, including which titles, authors and series are viewed most.
- Powerful Recommendation Features
Tools like read-alikes (for books, authors, series and audiobooks) and mix-and-match story elements help users find personalized recommendations.
- Deep, Curated Metadata for Librarians and Readers
Appeal terms and the Story Finder make it easier to understand books and to generate tailored reading suggestions.
- Robust Series Information and “Why” Statements
Readers get complete reading-order series details—including unique notes like when to read a prequel—and clear “why you’ll like this book” explanations that are highly popular with users.

Other—Digital Magazine Archives

Academy of Management Collection Archive

Website: <https://www.ebsco.com/products/magazine-archives/academy-management-collection-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

The Academy of Management Collection Archive presents a collection of three Academy of Management titles—*Academy of Management Journal*, *Academy of Management Review* and *Academy of Management Executive*—covering management theory and practice. The archive is valuable to researchers of twentieth-century management and leadership practices. The journals are known for their “empirical research that tests, extends, or builds management theory and contributes to management practice.”

Content Includes:

- 185 issues of Academy of Management Journal (1958-1999)
- 96 issues of Academy of Management Review (1976-1999)
- 75 issues of Academy of Management Executive (1993-1999)
- Coverage from 1958-1999

Subjects Include:

- ✓ Corporate Social Responsibility
- ✓ Entrepreneurship
- ✓ Ethics
- ✓ Human Resource Management
- ✓ Innovation
- ✓ Leadership Studies
- ✓ Management Theory and Practice
- ✓ Organizational Behavior and Culture + more

Architectural Digest Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/architectural-digest-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

EBSCO offers the world's only complete digital version of the Architectural Digest backfile. A vibrant monthly celebration of international design talents, the Architectural Digest Magazine Archive provides students of art, design and architecture with an essential research tool.

Architectural Digest Magazine Archive covers the history of design, includes inspirational ideas, and provides a look at culture, art, unique homes and international design concepts through the years.

Recognized as the international authority on design and architecture, and a showcase for some of the world's most beautiful homes, Architectural Digest is renowned for its immeasurable influence in the world of interior design and offers nearly 90 years of publishing starting from the earliest issues in 1922 through 2011.

It also features the AD100, the Architectural Digest list of top 100 architects and interior designers worldwide.

Content Includes:

- 535 issues
- Coverage from 1922-2011

Subjects Include:

- ✓ AD100
- ✓ Art and Auctions
- ✓ Celebrity Style
- ✓ Fashion
- ✓ Gardens and Landscaping
- ✓ Real Estate
- ✓ Renovation
- ✓ Technology
- ✓ Travel + more

Art Magazine Collection Archive

Website: <https://www.ebsco.com/products/magazine-archives/art-magazine-collection-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Art Magazine Collection Archive presents a collection of three leading art magazines. The Magazine ANTIQUES, ARTnews and Art in America—covering contemporary art, visual art, fine arts and more.

Articles and cover pages are fully indexed and advertisements are individually identified, ensuring researchers and readers can quickly and accurately locate the information they seek.

Art Magazine Collection Archive is valuable to researchers of 20th-century art and architecture as well as those interested in the history of ancient art, interior design, decorative arts and art preservation.

Content Includes:

- 2,100 issues of ARTnews* (1902-2006)
- 1,200 issues of The Magazine ANTIQUES (1922-2016)
- 650 issues of Art in America (1913-2015)
- Coverage from 1902-2016

**Formerly known as: Hyde's Weekly Art News (1902-1904), American Art News (1904-1923), Art News (1923-1941)*

Subjects Include:

- ✓ Ancient Art
- ✓ Architecture
- ✓ Art Preservation
- ✓ Contemporary American Art
- ✓ Contemporary Art
- ✓ Decorative Arts
- ✓ Fine Arts
- ✓ Interior Design
- ✓ International Art
- ✓ Visual Arts + more

The Atlantic Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/the-atlantic-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

The Atlantic Magazine Archive, 1857-2014, covers events and political issues through literary and cultural commentary. It includes more than 1,800 issues providing a broad view of 19th, 20th and early 21st-Century American thought.

The Atlantic was originally created with a focus on publishing leading writers' commentary on abolition, education and other major issues in contemporary political affairs at the time. Over its more than 150 years of publication. It has featured articles in the fields of politics, foreign affairs, business and the economy, culture and the arts, technology, science and more.

Some of the founding sponsors of the magazine include prominent writers such as Ralph Waldo Emerson, Oliver Wendell Holmes, Sr., Henry Wadsworth Longfellow, Harriet Beecher Stowe and John Greenleaf Whittier.

Content Includes:

- 1,800 issues
- Coverage from 1857-2014

Features Include:

- Cover-to-cover processing presents each issue in its entirety as originally published
- Articles and cover pages are fully indexed
- Advertisements are fully searchable

Subjects Include:

- ✓ Art
- ✓ Business
- ✓ Culture
- ✓ Foreign Affairs
- ✓ Political Science
- ✓ Sociology
- ✓ Technology + more

Bloomberg Businessweek Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/bloomberg-businessweek-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Bloomberg Businessweek Magazine Archive is the world's only complete digital version of the Businessweek backfile. With coverage starting at the magazine's first issue in 1929, the archive contains content not available on any other EBSCO full-text product.

Bloomberg Businessweek began publication in September 1929 as *BusinessWeek* shortly before the stock market crash of 1929. In addition to providing coverage of labor, finance, marketing and management, it covered political issues that impacted businesses. Purchased by Bloomberg L.P. in 2009, the magazine has won accolades for its business coverage including the General Excellence Award and Best in Business Award.

Content Includes:

- 4,650 issues
- Extended Coverage from 1929-2010

Features Include:

- Cover-to-cover processing presents each issue in its entirety as originally published
- Articles and cover pages are fully indexed

Subjects Include:

- ✓ Business
- ✓ Economics
- ✓ Finance
- ✓ Industries
- ✓ Markets
- ✓ Politics and Policy
- ✓ Technology
- ✓ Wealth + more

Boston Review Magazine Archive

Website: <https://about.ebsco.com/products/magazine-archives/boston-review-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Celebrating 50 years in 2025, Boston Review provides long-form essays, book reviews, interviews, forums and cultural criticism. A nonprofit publication with no advertisements, Boston Review Magazine Archive delivers unique content to researchers and students of art, politics, culture and social sciences.

The Boston Review has remained an independent and nonprofit publication, fostering intellectual debate and critical discussions on contemporary issues. The archive includes thought-provoking forums, essays and analyses from leading scholars and writers ranging from Noam Chomsky, Susan Sontag and Christopher Hitchens to Roberto Bolaño, Sadiq Al-Azm and Elizabeth Warren.

Content Includes:

- 144 issues
- Coverage from 1975-2010

Subjects Include:

- ✓ Arts
- ✓ Economics
- ✓ International Affairs
- ✓ Literature
- ✓ Philosophy
- ✓ Politics
- ✓ Science
- ✓ Technology
- ✓ Social Justice + more

Ebony Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/ebony-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Ebony Magazine Archive covers civil rights, education, entrepreneurship and other social topics with an African-American focus. It includes more than 800 issues providing a broad view of African-American culture from its first issue in 1945 through 2014.

Originally published by John H. Johnson beginning in November 1945, *Ebony* has served as an influential African-American magazine promoting stories important to the black community and focusing on the achievements of African-American leaders.

This fully searchable full-text archive provides analysis on African-American business, history, politics, entertainment, fashion and culture. The archive offers 70 years' worth of content, much of which is not available on any other EBSCO full-text product. Articles and cover pages are fully indexed and advertisements are individually identified, ensuring researchers and readers can quickly and accurately locate the information they seek.

Content Includes:

- 800 issues
- Coverage from 1945-2014

Subjects Include:

- ✓ African-American Culture
- ✓ Business
- ✓ Civil Rights
- ✓ Entertainment
- ✓ Ethnic Studies
- ✓ Fashion
- ✓ History
- ✓ Politics + more

Esquire Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/esquire-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Esquire Magazine Archive, 1933-2014, delivers coverage of the award-winning American men's magazine in the areas of politics, men's fashion, entertainment, fiction and pop culture. It includes more than 900 issues providing a broad view of 20th-Century American thought through cultural and current events.

Esquire Magazine Archive is valuable to researchers of 20th-Century current events, gender issues, politics and culture, the history of business, advertising and more.

Content Includes:

- 900 issues
- Coverage from 1933-2014

Features Include:

- Cover-to-cover processing presents each issue in its entirety as originally published
- Articles and cover pages are fully indexed
- Advertisements are fully searchable

Subjects Include:

- ✓ Cultural Studies
- ✓ Fashion/Lifestyle

- ✓ Gender Studies
- ✓ Marketing/Advertising
- ✓ Men's Studies
- ✓ Politics
- ✓ Pop Culture
- ✓ Sociology + more

Field & Stream Magazine Archive

Website: <https://about.ebsco.com/products/magazine-archives/field-stream-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Field & Stream Magazine Archive delivers information on sport hunting, recreational fishing, outdoor activities, and wildlife conservation from its first issue in December 1895 through December 2010, in a comprehensive cover-to-cover format.

Founded in 1895, Field & Stream covers a wide range of outdoor, sporting and conservation topics, focusing primarily on hunting (big game, waterfowl, upland birds), recreational fishing (freshwater, saltwater, fly fishing), camping, and survival skills. It also features gear reviews, outdoor adventure stories, wildlife photography and conservation advocacy.

Content Includes:

- 1,440 issues
- Coverage from 1895-2010

Subjects Include:

- ✓ Adventure Travel
- ✓ Backcountry Exploration
- ✓ Boating and Watercraft
- ✓ Conservation Issues
- ✓ Fishing Methods
- ✓ Habitat Protection
- ✓ Hunting Strategies
- ✓ Outdoor Sports
- ✓ Outdoor Gear Reviews
- ✓ Survival Skills + more

Food & Wine Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/food-wine-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Food & Wine Magazine Archive offers a rich collection of 363 issues celebrating worldwide epicurean experiences with coverage of recipes, food trends, the restaurant industry and global culinary news.

Food & Wine is the global authority on food and drink culture, featuring recipes, dining experiences and culinary talent. Food & Wine Magazine Archive provides all issues cover-to-cover from the publication's first issue in 1978 through 2010.

Articles and cover pages are fully indexed and advertisements are individually identified, ensuring researchers and readers can quickly and accurately locate the information they seek. Food & Wine Magazine Archive is valuable to researchers interested in the history of hospitality and culinary arts.

Content Includes:

- 363 issues
- Coverage from 1978-2010

Subjects Include:

- ✓ Cooking Techniques
- ✓ Cookware and Product Recommendations
- ✓ Culinary News and Trends
- ✓ Food and Drink Recipes
- ✓ Grilling and Barbeque
- ✓ Holidays and Occasions
- ✓ Restaurant News and Reviews
- ✓ World Cuisines + more

Forbes Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/forbes-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Forbes Magazine Archive is the world's only complete digital version of the Forbes backfile. With coverage starting at the magazine's first issue in 1917, the archive offers 70 years' worth of content not available on any other EBSCO full-text product.

Forbes has delivered key insight on the business and financial world for nearly a century. With EBSCO's Forbes Magazine Archive, researchers have unrivaled electronic access to the world's best business news. This fully searchable full-text archive provides analysis on business leaders, politics, entertainment, technology, communication, culture and style.

Content Includes:

- 2,580 issues
- Extended coverage from 1917-2010

Subjects Include:

- ✓ Wall Street
- ✓ Healthcare
- ✓ Logistics and Transportation
- ✓ Energy
- ✓ Retail
- ✓ Money and Investments + more

Fortune Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/fortune-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Fortune Magazine Archive presents an extensive collection of the long-running business magazine dating from its very first issue in February 1930 through December 2000 in a comprehensive cover-to-cover format.

Published monthly by Time Inc., Fortune Magazine sought to provide news and analysis of both American and, later, international business, economics, technology and industry. Each issue featured vivid color illustrations and photographs, as well as high-quality feature articles, published at a time when most business magazines were merely black and white compendiums of statistics and figures.

Articles and cover pages are fully indexed and advertisements are individually identified, ensuring researchers and readers can quickly and accurately locate the information they seek. Fortune Magazine Archive is valuable to researchers of 20th-Century current events, politics and culture, as well as those interested in the history of business, advertising and popular culture.

Content Includes:

- 1,100 issues
- Coverage from 1930-2000

Subjects Include:

- ✓ American Business
- ✓ International Business
- ✓ Economics
- ✓ Industry
- ✓ Technology + more

Hockey News Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/hockey-news-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

The Hockey News Magazine Archive offers a robust collection of issues from 1947 through 2010 and covers news about major, minor and international hockey leagues.

The Hockey News Magazine Archive provides extensive coverage of the hockey industry, news and history in the 20th and early 21st centuries. Cover-to-cover issues offer high-quality articles and photos, as well statistics for leagues, games and teams.

Articles and cover pages are fully indexed and advertisements are individually identified, ensuring researchers and readers can quickly and accurately locate the information they seek. The Hockey News Magazine Archive is valuable to researchers interested in the history of the hockey industry, events, teams and leagues.

Content Includes:

- 3,344 issues
- Coverage from 1947-2010

Subjects Include:

- ✓ Business of Hockey
- ✓ Game and League Statistics
- ✓ International Leagues
- ✓ National Hockey League (NHL)
- ✓ Player Profiles
- ✓ Team Profiles
- ✓ Women's Hockey + more

Jet Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/jet-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Jet Magazine Archive covers art, news, politics and other social topics with an African-American focus. It includes over 3,100 issues providing a broad view of culture, fashion and entertainment from its first issue in 1951 through 2014.

Jet was originally published as a sister publication to Ebony Magazine by John H. Johnson beginning in 1951. It was published weekly and covered art, fashion, entertainment, culture and news related to the African-American community.

This full-text archive is searchable from cover to cover and offers essential historical content, much of which is not available on any other EBSCO full-text product. Articles and cover pages are fully indexed and advertisements are individually identified, ensuring researchers and readers can quickly and accurately locate information.

Content Includes:

- 3,100 issues
- Coverage from 1951-2014

Subjects Include:

- ✓ African-American History
- ✓ Art
- ✓ Civil Rights
- ✓ Culture
- ✓ Entertainment
- ✓ Ethnic Studies
- ✓ Fashion
- ✓ News and Politics + more

Life Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/life-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Life Magazine Archive presents an extensive collection of the famed photojournalism magazine, spanning its very first issue in November 1936 through December 2000 in a comprehensive cover-to-cover format. Published by Time Inc., the magazine has featured story-telling through documentary photographs and informative captions. Each issue visually and powerfully depicted national and international events and topical stories, providing intimate views of real people and their real life situations.

Articles and cover pages are fully indexed and advertisements are individually identified, ensuring researchers and readers can quickly and accurately locate the information they seek. *Life Magazine Archive* is valuable to researchers of 20th-Century current events, politics and culture, as well as those interested in the history of business, advertising and popular culture.

Content Includes:

- 2,200 issues
- Coverage from 1936-2000

Subjects Include:

- ✓ National and International Events
- ✓ Topical Stories
- ✓ Award-Winning Photojournalism
- ✓ Politics
- ✓ Popular Culture
- ✓ History of Business
- ✓ Advertising and Photography + more

Maclean's Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/macleans-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Maclean's Magazine Archive, 1905-2015, is a digital collection of the leading Canadian news and general interest magazine. Providing a unique perspective on national and international news and culture, the magazine covers investigative reporting, opinion and analysis on politics, economics, technology and more.

Maclean's Magazine Archive is valuable to researchers of 20th-century current events, gender issues, politics and culture, the history of business, advertising and more.

Content Includes:

- 3,300 issues
- Coverage from 1905-2015

Features Include:

- Cover-to-cover processing presents each issue in its entirety as originally published
- Articles and cover pages are fully indexed
- Advertisements are fully searchable

Predecessor Titles Include:

- *The Business Magazine*, 1905.
- *The Busy Man's Magazine*, 1905-1911.
- *Maclean's*, 1911-2015.

Subjects Include:

- ✓ North American History
- ✓ International News
- ✓ Politics and Law
- ✓ Business and Advertising
- ✓ Popular Culture and Trends
- ✓ Journalism + more

Moment Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/moment-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Moment Magazine Archive, 1975-2010, is a digital collection of the popular Jewish magazine, founded by Nobel Peace Laureate Elie Wiesel and writer Leonard Fein. Providing a unique column called "Ask the Rabbis," the magazine covers Jewish history, the arts, Israel, world news and Jewish cultural issues.

Moment Magazine Archive is valuable to researchers of Jewish history, ethnic studies, religious and social issues, art and culture, and more.

Content Includes:

- 432 issues
- Coverage from 1975-2010

Features Include:

- Cover-to-cover processing presents each issue in its entirety as originally published
- Articles and cover pages are fully indexed
- Advertisements are fully searchable

Subjects Include:

- ✓ Arts and Culture
- ✓ Israel
- ✓ Jewish History
- ✓ Jewish Cultural Issues
- ✓ World News + more

Outdoor Life Magazine Archive

Website: <https://about.ebsco.com/products/magazine-archives/outdoor-life-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Outdoor Life Magazine Archive provides information on outdoor recreation, survival skills, conservation, wildlife and natural resources from its first issue in January 1898 through December 2010, in a comprehensive cover-to-cover format.

Outdoor Life is an American magazine that focuses on hunting, fishing and outdoor adventure. First published in 1898, the magazine blends practical advice with compelling narratives, celebrating the spirit of outdoor exploration and self-reliance.

Content Includes:

- 1,098 issues
- Coverage from 1898-2010

Subjects Include:

- ✓ Big Game and Predators
- ✓ Boating
- ✓ Camping
- ✓ Disaster Preparedness
- ✓ Fishing Techniques
- ✓ Gear Reviews
- ✓ Habitat Protection
- ✓ Outdoor Adventure Stories

- ✓ Outdoor Skills
- ✓ Wilderness Survival
- ✓ Wildlife Management + more

People Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/people-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

People Magazine Archive presents an extensive collection of the prominent, popular magazine dating from its very first issue in March 1974 through December 2000, in a comprehensive cover-to-cover format.

Published by Time Inc., People Magazine has focused on the stories of people in and behind the news. Each issue contains a blend of celebrity and human interest stories. Taken as a whole, the archive chronicles popular culture and trends over time.

Articles and cover pages are fully indexed and advertisements are individually identified, ensuring researchers and readers can quickly and accurately locate the information they seek. *People Magazine Archive* is valuable to researchers of 20th-Century current events, politics and culture, as well as those interested in the history of business, advertising and popular culture.

Content Includes:

- 1,300 issues
- Coverage from 1974-2000

Subjects Include:

- ✓ Celebrity News
- ✓ Human Interest Stories
- ✓ Lifestyle
- ✓ Popular Culture
- ✓ Trends Over Time + more

Popular Photography Magazine Archive

Website: <https://about.ebsco.com/products/magazine-archives/popular-photography-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Popular Photography Magazine Archive covers the art, craft and technology of photography from its first issue in May 1937 through December 2010, in a comprehensive cover-to-cover format.

Popular Photography is a leading American magazine dedicated to photography enthusiasts of all levels. First published in 1937, it offers expert reviews of cameras and gear, tutorials on shooting techniques, and inspiring photo features.

Content Includes:

- 960 issues
- Coverage from 1937-2010

Subjects Include:

- ✓ Business Strategies for Photographers
- ✓ Documentary Photography
- ✓ Emerging Technologies
- ✓ Equipment Reviews
- ✓ Lighting Techniques
- ✓ Photo Editing
- ✓ Photography Software
- ✓ Portrait Photography
- ✓ Visual Storytelling
- ✓ Wildlife Photography + more

Popular Science Magazine Archive

Website: <https://about.ebsco.com/products/magazine-archives/popular-science-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Popular Science Magazine Archive covers a broad spectrum of science and technology topics, with a strong emphasis on emerging innovations and digital trends. It explores developments shaping the future, from space exploration and cutting-edge transportation to health advancements and environmental issues.

Popular Science is a long-standing American magazine that explores the intersection of science, technology and innovation. Founded in 1872, it delivers accessible and engaging content on cutting-edge discoveries, futuristic inventions and practical applications of scientific knowledge.

Content Includes:

- 1,776 issues
- Coverage from 1872-2010

Subjects Include:

- ✓ Consumer Electronics
- ✓ Engineering
- ✓ Environmental Science
- ✓ Health news
- ✓ Medical Innovations
- ✓ Renewable Energy
- ✓ Science Trends
- ✓ Space Exploration
- ✓ Sustainability and Climate
- ✓ Technology + more

Science News Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/science-news-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Science News Magazine Archive provides an extensive collection of issues of the popular science and technology magazine from its first publication in 1921 through 2010.

Published bi-weekly by Society for Science, Science News offers extensive coverage of trending topics in science, medicine and technology throughout the 20th and early 21st centuries. Cover-to-cover issues present a broad range of topics and feature high-quality articles and photographs.

Articles and cover pages are fully indexed and advertisements are individually identified, ensuring researchers and readers can quickly and accurately locate the information they seek. Science News Magazine Archive is beneficial to researchers interested in the history of scientific events, trends, topics and discoveries.

Content Includes:

- 2,255 issues
- Coverage from 1921-2010

Subjects Include:

- ✓ Anthropology
- ✓ Artificial Intelligence
- ✓ Astronomy
- ✓ Chemistry
- ✓ Environmental Science
- ✓ Health and Medicine
- ✓ Paleontology
- ✓ Physics
- ✓ Psychology
- ✓ Science and Society + more

Southern Living Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/southern-living-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Southern Living Magazine Archive provides 450 issues of the popular lifestyle magazine celebrating the quintessential "Southern Charm" reflected in the culture, trends, food, homes, gardens and travel destinations of the Southern United States.

Southern Living Magazine Archive offers researchers a glimpse into life in the Southern United States during the 20th and early 21st century through coverage of recipes, house plans, garden plans and information about Southern culture and travel.

Articles and cover pages are fully indexed and advertisements are individually identified, ensuring researchers and readers can quickly and accurately locate the information they seek. Southern Living Magazine Archive is a valuable tool for research about the history of Southern lifestyle and home and cooking trends.

Content Includes:

- 450 issues
- Coverage from 1966-2010

Subjects Include:

- ✓ Beauty and Fashion
- ✓ Gardening and Landscaping
- ✓ History and Traditions
- ✓ Home Décor Ideas
- ✓ House Plans and Builders
- ✓ Local News
- ✓ Recipes
- ✓ Travel Tips and Recommendations + more

Sports Illustrated Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/sports-illustrated-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Sports Illustrated Magazine Archive presents an extensive collection of the popular sports magazine dating from its very first issue in August 1954 through December 2000, presented in a comprehensive cover-to-cover format.

Published by Time Inc., Sports Illustrated has aimed to chronicle the weekly events in the world of sports. Each issue originally focused on more upper-class sporting activities such as polo and boating, but in the 1960s the magazine expanded its focus to include the increasingly popular professional sports of baseball, football and, eventually, basketball.

Articles and cover pages are fully indexed and advertisements are individually identified, ensuring researchers and readers can quickly and accurately locate the information they seek. Sports Illustrated Magazine Archive is valuable to researchers of 20th-century current events, politics and culture, as well as those interested in the history of business, advertising and popular culture.

Content Includes:

- 2,500 issues
- Coverage from 1954-2000

Subjects Include:

- ✓ Professional Sports
- ✓ Amateur Sports
- ✓ High school and College Athletics
- ✓ Celebrity Culture of Athletes
- ✓ Biographies of Athletes and Other Sports Figures + more

The Nation Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/the-nation-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

The Nation Archive makes it possible for researchers to access 14 decades of America's best alternative journalism in ways never before possible. The archive contains thousands of historic articles, editorials, letters, reviews, poems and puzzles dating back to the magazine's first issue from July 6, 1865.

The Nation is an important clearinghouse of primary source material in America and around the world. The archive includes perspectives on news, politics and culture from writers, artists, novelists and playwrights. The Nation Archive is a fully searchable electronic version of the magazine's complete backfile, offering a 150-year archive of reporting opinion and criticism.

Content Includes:

- 7,500 issues
- Coverage from 1865-June 2020

Subjects Include:

- ✓ Activism
- ✓ Arts
- ✓ Books
- ✓ Culture
- ✓ Economy
- ✓ Environment
- ✓ Politics
- ✓ Society + more

The National Review Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/national-review-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

National Review Archive offers complete indexing, abstracting and full text for the magazine dating back to the first issue in 1955. National Review has been an important American journal of opinion and has consistently provided readers with well-reasoned editorial commentary on critical issues.

National Review prides itself on being witty, shrewd and splendidly written, providing conservative wisdom with news and opinion considered more thoughtful than the mainstream media. It clarifies the causes, principles and philosophies underlying today's and tomorrow's most important issues.

Content Includes:

- 2,000 issues
- Coverage from 1955-June 2020

Subjects Include:

- ✓ Culture
- ✓ Economy
- ✓ Politics
- ✓ Society + more

The New Republic Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/new-republic-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

The New Republic Magazine Archive is a digital collection of the prominent political and cultural opinion magazine, covering issues dating back to 1914. Providing full-text, indexing and abstracting, the archive is an essential tool for researchers of American politics, foreign policy, culture and arts.

Content Includes:

- 4,550 issues
- Coverage from 1914-June 2020

Subjects Include:

- ✓ The Arts
- ✓ Culture
- ✓ Current Events
- ✓ Foreign Policy
- ✓ Politics + more

Time Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/time-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

The Time Magazine Archive presents an extensive collection of the prominent weekly news magazine dating back to its first issue in March 1923 through December 2000, presented in a comprehensive cover-to-cover format.

Published weekly by Time Inc., Time Magazine has focused on conveying to a broad audience both domestic and international news and analysis on a spectrum of subjects.

Intended to be read in under an hour, each issue of *Time* contains reports of national and international current events, politics, sports and entertainment. Capturing the relevant news for a given week, the magazine remains an important resource for researchers studying just about any aspect of 20th-Century history and life.

Articles and cover pages are fully indexed and advertisements are individually identified, ensuring researchers and readers can quickly and accurately locate the information they seek. The *Time Magazine Archive* is valuable to researchers of 20th-Century current events, politics and culture, as well as those interested in the history of business, advertising and popular culture.

Content Includes:

- 4,000 issues
- Coverage from 1923-2000

Subjects Include:

- ✓ National and International News
- ✓ Current Events
- ✓ Politics
- ✓ Sports
- ✓ Celebrity Lifestyle + more

Travel + Leisure Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/travel-leisure-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Travel + Leisure Magazine Archive offers a robust collection of 451 issues providing in-depth information about global destinations, travel news, tips and guides. Known for its stunning photography, the magazine also provides "World's Best Awards" ranking multiple travel categories.

Travel + Leisure Magazine Archive provides coverage of leisure travel and features articles written by novelists, poets, artists, designers and non-travel journalists. Cover-to-cover issues offer insights into travel trends, hotels and resorts, destination guides and planning.

Articles and cover pages are fully indexed and advertisements are individually identified, ensuring researchers and readers can quickly and accurately locate the information they seek. Travel + Leisure Magazine Archive is valuable to researchers interested in 20th and early 21st century hospitality and tourism.

Content Includes:

- 451 issues
- Coverage from 1970-2010

Subjects Include:

- ✓ Airlines and Airports
- ✓ City Guides
- ✓ Cruises and Boat Travel
- ✓ Global Destinations
- ✓ Hotel and Resort Reviews
- ✓ Travel News
- ✓ Tips and Planning
- ✓ Trip Ideas + more

Vanity Fair Magazine Archive

Website: <https://www.ebsco.com/products/magazine-archives/vanity-fair-magazine-archive>

Interfaces Available:

EBSCOhost, EBSCO Discovery Service

Product Description:

Vanity Fair Magazine Archive presents an extensive collection of the popular magazine in a comprehensive cover-to-cover format, dating from its very first issue in 1913.

Published by Conde Nast Publications, *Vanity Fair* highlights artists, illustrators and writers providing in-depth coverage and social commentary. Beginning with the Jazz Age, the archive chronicles popular culture, fashion, celebrity portraiture and politics through the years.

The original version of *Vanity Fair* featured popular, avant-garde covers for its first run from September 1913 through February 1936. The magazine was relaunched 47 years later in March 1983 with a new cover look focused on celebrity portraits and political figures.

Articles and cover pages are fully indexed and advertisements are individually identified, ensuring researchers and readers can quickly and accurately locate the information they seek. *Vanity Fair Magazine Archive* is valuable to researchers of 20th-century current events, politics and culture, as well as those interested in the history of photography, advertising and fashion design.

Content Includes:

- 670 issues
- Coverage from 1913-1936, 1983-2015

Subjects Include:

- ✓ Advertising
- ✓ Entertainment
- ✓ Fashion
- ✓ Photography
- ✓ Politics
- ✓ Society
- ✓ Popular Culture
- ✓ World News + more

2.5—Analytics Services

No Bid

2.6—Database and Holdings Subscription

HLM MARC Updates

Website: https://connect.ebsco.com/s/article/HLM-MARC-Updates-service?language=en_US

Product Description:

HLM MARC Updates is a for-fee service that helps librarians update their library catalog with their electronic holdings managed in Holdings and Link Management (HLM).

MARC, which is an acronym for MACHine Readable Cataloging, is an industry standard format for describing a bibliographic record. The HLM MARC Updates service provides the most efficient way for an institution to ensure their resources (electronic and print) are accessible through the library catalog. This service provides a single source of MARC cataloging for an institutions' complete collection, and offers a highly customizable, regularly updated feed of MARC cataloging for all of the institution's resources, regardless of vendor or hosting platform. Monthly or weekly MARC feeds can include a full set of MARC records or only new, changed or deleted records to meet your institution's needs.

For example, a librarian can manually catalog ~15-20 resources each day to enable discovery in their OPAC. The average HLM MARC customer has ~550,000 holdings with tens-of-thousands of records changing each month. To manually catalog 100 resources each day would take several hundred person-days to update just one months' set of changes. With the HLM MARC Updates service, the institution's Online Public Access Catalog (OPAC) can represent their full collections, both print and electronic, without a massive amount of manual effort.

HLM MARC Updates uses data from several sources to create MARC records that are customized for a given institution. The sources of data include:

- Customer's holdings as selected and configured in HLM
- Publication metadata details from EBSCO's Global Knowledge Base
- Full MARC records from Library of Congress, Springer and the American Psychological Association (APA)

For more details on the customizations available for the HLM MARC Updates service, *please see:* [HLM MARC Updates Service Customization options](#).

For more information about how you can take advantage of the time-saving benefits HLM MARC Updates service offers, please reach out to your sales representative.

Vendor References

Provide references for the services under consideration. Preference is to contracts similar in scope as stated in the RFP.

Reference 1

Name of government or agency: Contra Costa County Library

Address: 777 Arnold Drive, Suite 210, Martinez CA 94553

Contact name: Susan Kantor-Horning

Phone number: (925) 608-7796

\$ Amount of project / contract: Please note that customer contract information is confidential.

Contract / project dates: Contra Costa County Library is a current customer; they have actively purchased from EBSCO for 25+ years.

Reference 2

Name of government or agency: LA County Library

Address: 7400 E Imperial Hwy, PO BOX 7011, Downey CA 90242

Contact name: Wendy Crutcher

Phone number: (562) 940-8571

\$ Amount of project / contract: Please note that customer contract information is confidential.

Contract / project dates: LA County Library is a current customer; they have actively purchased from EBSCO for 25+ years.

Reference 3

Name of government or agency: Phoenix Public Library

Address: 1221 N Central Ave, Phoenix AZ 85004

Contact name: Danielle Stanley

Phone number: (602) 534-8360

\$ Amount of project / contract: Please note that customer contract information is confidential.

Contract / project dates: Phoenix Public Library is a current customer; they have actively purchased from EBSCO for 25+ years.

Reference 4

Name of government or agency: Sacramento Public Library

Address: 828 I St, Sacramento CA 95814

Contact name: Suzy Murray

Phone number: (916) 264-2986

\$ Amount of project / contract: Please note that customer contract information is confidential.

Contract / project dates: Sacramento Public Library is a current customer; they have actively purchased from EBSCO for 25+ years.

Reference 5

Name of government or agency: San Francisco Public Library

Address: 100 Larkin St, San Francisco CA 94102

Contact name: Daniel Matsumoto

Phone number: (415) 557-4256

\$ Amount of project / contract: Please note that customer contract information is confidential.

Contract / project dates: San Francisco Public Library is a current customer; they have actively purchased from EBSCO for 25+ years.

BRAZORIA COUNTY

ADDENDUM NUMBER 1_____

RFP #26-07 E-Content Material (Resources) for the Library

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP# 26-07 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. The following questions have been submitted for clarification:

- 2.1 Vendor Question: “For the Bid Table, can you please confirm pricing should be provided for year one only? Our pricing is typically subject to increase year-over-year. Should we note the percent of increase for the 4 potential renewal years?

Brazoria County Answer: Yes, pricing should be provided for year one. If awarded at time of renewal vendors can propose price increases supported by CPI or PPI reports.

- 2.2 Vendor Question: “Can you please confirm that vendors can choose either to submit a proposal electronically via Bonfire or submit a hard copy response (i.e. can BCLS confirm that both electronic and hard copy proposals are not needed)?

Brazoria County Answer: Only one proposal is required either by Bonfire, which is the preferred method of submission or by hard copy.

- 2.3 Vendor Question: “Per section 17, Disclosure of Certain Relationship, it is suggested that completed forms should be included with our proposal, as well as sent to the provided address. If we elect to submit our proposals electronically, do these forms still need to be mailed to this provided address?

Brazoria County Answer: Yes. The Purchasing office needs a record as well as the County Clerk’s office, which is the address listed in section 17.

- 2.4 Vendor Question: “Does BCLS want proposed exceptions to be submitted in our response in both Exhibit A and Exhibit B? Further regarding exceptions, the main RFP document on pg. 21 notes that “Respondent must clearly identify any conflict with terms and conditions by denoting them on the same page where the conflicting terms and conditions appear.” How, ultimately, should proposed exceptions be presented in our response.”

Brazoria County Answer: Yes, exceptions needed to be included in both exhibits. If all exceptions will not fit on one page under the check fields you may insert them as a separate page in your response clearly marked as exceptions.

- 2.5 Vendor Question: “Can BCLS confirm the order of documents for Exhibit B? The Table of Contents on pg. 4 of the main RFP documents lists a different document order than what is suggested within Exhibit B.”

Brazoria County Answer: Please use the order expressed in Exhibit B.

- 2.6 Vendor Question: “Can BCLS confirm that the Statement of No Offer only needs to be submitted if a vendor does not plan to submit any proposal in response to this RFP? If a vendor plans to response to the RFP at large, but wishes to “no bid” for certain categories, does the Statement of No Offer need to be submitted?”

Brazoria County Answer: The Statement of No Offer is only needed if a vendor plans not to submit a proposal. Vendors are allowed to “no bid” certain categories and the Statement of No Offer is not required in that circumstance.

3. All other terms and conditions of the RFP are to remain unchanged.

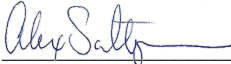
Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

EBSCO Information Services, LLC

LEGAL NAME OF CONTRACTING COMPANY

978-356-6500

TELEPHONE NUMBER



SIGNATURE

978-356-6565

FACSIMILE NUMBER

Alex Saltzman, *Senior Vice President of Inside Sales*

NAME AND TITLE PRINTED

*Addendum approved by:



Susan P. Serrano, CPPO, CPPB
County Purchasing Director

2/25/2026

Date

BRAZORIA COUNTY

ADDENDUM NUMBER 2__

RFP #26-07 E-Content Material (Resources) for the Library

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP# 26-07 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. The following questions have been submitted for clarification:

- 2.1 Vendor Question: "Page 6: 3.0 Delivery Model and Cost and 4.0 Product Features. There doesn't appear to be a specific section in Exhibit B that lists all these items. Would you like us to create a new section that responds to all the items listed in 3.0 and 4.0?"

Brazoria County Answer: Vendors can provide information on sections 3.0 Delivery Model and 4.0 Cost and Product Features under the Coverage Provided section or Additional Company Information in Exhibit B. Three additional pages will be allowed if vendors choose to include this information under the Coverage Provided section as that section had only a four-page maximum limit.

- 2.2 Vendor Question: "Page 11-12: 17.0 Disclosure of Certain Relationship. "By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006". Do we need to mail this form to the County Clerk if our response is "None"? Page 4 suggests "if applicable" we need to submit it."

Brazoria County Answer: The form only needs to be completed and submitted if a certain relationship needs to be disclosed. If there is none the form is not required.

3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

EBSCO Information Services, LLC

LEGAL NAME OF CONTRACTING COMPANY

978-356-6500

TELEPHONE NUMBER

SIGNATURE

978-356-6565

FACSIMILE NUMBER

Alex Saltzman, Senior Vice President of Inside Sales

NAME AND TITLE PRINTED

*Addendum approved by:



Susan P. Serrano, CPPO, CPPB
County Purchasing Director

02/26/2026

Date

BRAZORIA COUNTY ADDENDUM NUMBER 3

RFP #26-07 E-Content Material (Resources) for the Library

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP# 26-07 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.

2. The following questions have been submitted for clarification:

- 2.1 Vendor Question: “Just to confirm, should we include renewals in our proposal?”

Brazoria County Answer: No. Renewals should not be included in your proposal.

- 2.2 Vendor Question: “Will you require a single authentication setup for the entire library system, or multiple setups for each branch?”

Brazoria County Answer: A single authentication for the entire system.

- 2.3 Vendor Question: “It has been our intention to also provide direct, in-line responses to sections 3.0 and 4.0, and to include these responses with our response to Exhibit B as a separate appendix. With this, we are looking to fully cover the various capabilities and functionalities of our product lines. For context. We are offering multiple platforms. With that:

- a. Would Brazoria County be willing to accept this format (in-line response to section 3.0 and 4.0 as a separate appendix in Exhibit B), and specify any page limit restrictions?
 - b. Alternatively, and in-line with Addendum #2, we can respond to sections 3.0 and 4.0 under the Additional Company Information section of Exhibit B, if Brazoria County is willing to extend the 10-page limit, or make this section unlimited? Please advise.”

Brazoria County Answer: It is preferred that this information be included under the Additional Company Information and will allow this section to be unlimited.

- 2.4 Vendor Question: “In order to provide a fuller, holistic RFP response, it has been our intention to include a Cover Letter, Executive Summary, and supplemental Product Descriptions with our response to Exhibit B.

- a. Can Brazoria County please clarify if these additional attachments are acceptable to include with our response to Exhibit B?
 - b. Further, can you please confirm that the Cover Letter and Executive Summary would not count towards any page limit restrictions, and let us know what page restrictions you might have for our Product Descriptions?

Brazoria County Answer: Yes, those items are acceptable to include and will not count towards page limits. Product Descriptions should be kept brief in sections other than the Additional Company Information section with is now unlimited as stated above.

- 2.5 Vendor Question: "Can you please confirm any attached License Agreements, as requested under the Additional Company Information in Exhibit B, will not count towards the 10-page limit?"

Brazoria County Answer: As the Additional Company Information section is now unlimited, the page limit no longer applies.

3. All other terms and conditions of the RFP are to remain unchanged.

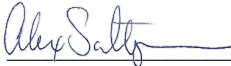
Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

EBSCO Information Services, LLC

LEGAL NAME OF CONTRACTING COMPANY

978-356-6500

TELEPHONE NUMBER



SIGNATURE

978-356-6565

FACSIMILE NUMBER

Alex Saltzman, *Senior Vice President of Inside Sales*

NAME AND TITLE PRINTED

*Addendum approved by:



Susan P. Serrano, CPPO, CPPB
County Purchasing Director

03/04/26

Date

BRAZORIA COUNTY

ADDENDUM NUMBER 4

RFP #26-07 E-Content Material (Resources) for the Library

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP# 26-07 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. The following questions have been submitted for clarification:
 - 2.1 Vendor Question: In response to Addendum No. 3, question 2.1, the response to which stated, "Renewals should not be included in your proposal." To confirm, do you mean we should not include products the Library currently subscribes to as part of our proposal, or just that we should not include renewal pricing (for years 2 and on)?"

Brazoria County Answer: It was meant that renewal pricing should not be included in your response.
3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytexas.gov.

EBSCO Information Services, LLC

LEGAL NAME OF CONTRACTING COMPANY

978-356-6500

TELEPHONE NUMBER

SIGNATURE

978-356-6565

FACSIMILE NUMBER

Alex Saltzman, Senior Vice President of Inside Sales

NAME AND TITLE PRINTED

*Addendum approved by:



Susan P. Serrano, CPPO, CPPB
County Purchasing Director

03/05/2026

Date

LAST UPDATED: July 2024

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D. Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by EBSCO and Licensee.

E. Licensee agrees to comply with the Copyright Act of 1976, and agrees to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.

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

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

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

II. LIMITED WARRANTY AND LIMITATION OF LIABILITY

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

B. THE MAXIMUM LIABILITY OF EBSCO AND ITS LICENSORS, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY EBSCO FROM LICENSEE HEREUNDER UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL EBSCO OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY AUTHORIZED USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE DATABASES OR

SERVICES OR TO THESE TERMS AND CONDITIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. Licensee is responsible for maintaining a valid license to the third-party resources configured to be used via the Services (if applicable). EBSCO disclaims any responsibility or liability for a Licensee accessing the third-party resources without proper authorization.

D. EBSCO is not responsible if the third-party resources accessible via the Services fail to operate properly or if the third-party resources accessible via the Services cause issues for the Licensee. While EBSCO will make best efforts to help troubleshoot problems, Licensee acknowledges that certain aspects of functionality may be dependent on third party resource providers who may need to be contacted directly for resolution.

III. PRICE AND PAYMENT

A. License fees have been agreed upon by EBSCO and the Licensee, and include all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within thirty (30) days. Delinquent invoices are subject to interest charges of 12% per annum on the unpaid balance (or the maximum rate allowed by law if such rate is less than 12%). The Licensee will be liable for all costs of collection. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Databases, Services and pricing identified in this Agreement, pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within thirty (30) days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice, Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Gibbons, EBSCO Publishing, Inc., 10 Estes Street, Ipswich, MA 01938; phone: 978-356-6500, fax: 978-356-5191; email: kgibbons@ebSCO.com. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

VI. GENERAL

A. Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the EBSCO License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement and our [Privacy Policy](#) represent the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described in this Agreement and our [Privacy Policy](#).

F. EBSCO grants to the Licensee a non-transferable right to utilize any IP addresses provided by EBSCO to Licensee to be used with the Services. EBSCO does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Services, the Licensee's right to utilize such IP addresses will cease.

G. All information that EBSCO collects when Licensee accesses, uses, or provides access to, the Databases and Services is subject to EBSCO's [Privacy Policy](#), which is incorporated herein by reference. By accessing or using the Databases and/or Services, you consent to all actions taken by EBSCO with respect to your information in compliance with the [Privacy Policy](#).

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “**Addendum**”) supplements the EBSCO License Agreement (the “**Agreement**”) between the Customer (“**Customer**”) and EBSCO Publishing, Inc. (“**EBSCO**”).

1. Definitions

- 1.1 For the purpose of this Addendum the terms, “**Controller**,” “**Processor**,” “**Data Subject**,” “**Personal Data**,” “**Personal Data Breach**,” “**Processing**,” “**Subprocessor**,” and “**Supervisory Authority**” shall have the same meanings as in applicable Data Protection Legislation, and their related terms shall be construed accordingly.
- 1.2 “**Appropriate technical and organizational measures**” shall be interpreted in accordance with applicable Data Protection Legislation.
- 1.3 “**Customer Personal Data**” means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer’s behalf in connection with the Agreement.
- 1.4 “**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time where EBSCO does business, including the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council (the “GDPR”), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100, *et seq.* (the “CCPA”), and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that implements or supplements, replaces, repeals and/or supersedes any of the foregoing.
- 1.5 “**International Data Transfer**” means the transfer (either directly or via onward transfer) of Personal Data from within the European Economic Area/United Kingdom (as applicable) to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the GDPR).
- 1.6 “**User Personal Data**” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

2. Data Processing: EBSCO as Processor for Customer

- 2.1 Where Customer Personal Data is processed by EBSCO, EBSCO will act as the Processor and the Customer will act as the Controller.
 - 2.1.1 Subject Matter. The subject matter of the Processing is the Customer Personal Data.
 - 2.1.2 Duration. The Processing will be carried out for the duration set forth in the Agreement.
 - 2.1.3 Nature and Purpose. The purpose of the Processing is the provision of products and services to the Customer purchased by the Customer from time to time.
 - 2.1.4 Type of Customer Personal Data and Data Subjects. Customer Personal Data consists of the following categories of information relevant to the following categories of Data Subjects:

- (a) Representatives of Customer: name, address; email address; billing information; login credentials; geolocation data; and professional affiliation.
- (b) Customer's end users of the EBSCO products and services purchased by Customer (where personalized account information is provided to EBSCO by Customer): name and email address.

- 2.2 EBSCO shall not Process Customer Personal Data other than on the Customer's documented instructions (as set forth in this Addendum or the Agreement or as otherwise directed by Customer in writing). EBSCO will not Process Customer Personal Data for any purpose, including for any commercial purpose, other than for the specific purpose of performing the services specified in the Agreement. If Processing of Customer Personal Data inconsistent with the foregoing provisions of this section is ever required by applicable Data Protection Legislation to which EBSCO is subject, EBSCO shall, to the extent permitted by applicable Data Protection Legislation, inform the Customer of that legal requirement before proceeding with the relevant Processing of that Customer Personal Data.
- 2.3 EBSCO will notify Customer promptly if, in EBSCO's opinion, an instruction for the Processing of Customer Personal Data infringes applicable Data Protection Legislation.
- 2.4 EBSCO shall ensure that all personnel who have access to and/or Process the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 2.5 EBSCO shall, in relation to the Customer Personal Data, implement appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data. When considering what measure is appropriate, each party shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected.
- 2.6 EBSCO shall assist Customer, taking into account the nature of the Processing, (A) by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights under Applicable Data Protection Legislation; (B) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to EBSCO; and (C) by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the GDPR have been met.
- 2.7 EBSCO shall promptly notify Customer upon becoming aware of any confirmed Personal Data Breach affecting the Customer Personal Data.
- 2.8 Upon termination of the Agreement, EBSCO shall, at Customer's election, securely delete or return Customer Personal Data and destroy existing copies unless preservation or retention of such Customer Personal Data is required by any applicable law to which EBSCO is subject.
- 2.9 EBSCO shall allow Customer and Customer's authorized representatives to access and review up-to-date attestations, reports, or extracts thereof from independent bodies (e.g., external auditors, data

protection auditors) or suitable certifications, or allow its procedures and documentation to be inspected or audited by Customer (or its designee) to ensure compliance with the terms of this Addendum. Any audit or inspection must be conducted during EBSCO's regular business hours without interrupting EBSCO's business operations, with reasonable advance notice (at least 45 days) to EBSCO and subject to reasonable confidentiality procedures. In addition, audits or inspections shall be limited to once per year. The scope of such audit shall be limited to documents and records allowing the verification of EBSCO's compliance with the obligations set forth in this Addendum and shall not include financial records of EBSCO or any records concerning EBSCO's other customers. Remote audits shall be utilized where possible, with on-site audits occurring only where a walkthrough of the premises is required.

EBSCO shall, in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party Subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party Subprocessors, and give Customer a reasonable opportunity to object to such changes. If EBSCO provides Personal Data to third-party Subprocessors, EBSCO will include in its agreement with any such third-party Subprocessor terms which offer at least the same level of protection for the Customer Personal Data as those contained herein and as are required by applicable Data Protection Legislation.

3. Data Processing: EBSCO as Joint Controller With Customer

- 3.1 EBSCO and Customer shall act as joint Controllers with respect to User Personal Data.
- 3.2 EBSCO shall be responsible for providing Customer's end user Data Subjects with the information required under GDPR Articles 13 and 14 (including by identifying a contact point for Data Subjects) before processing User Personal Data, and with informing Customer's end users of the essence of EBSCO's arrangement with Customer.
- 3.3 EBSCO shall provide Customer's end user Data Subjects with the ability to exercise their individual rights with respect to User Personal Data within a self-service portal.

4. International Data Transfer

- 4.1 To the extent that any Customer Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Processor Standard Contractual Clauses adopted by the European Commission ("**Processor Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
 - 4.1.1 Customer is the "data exporter" and EBSCO International, Inc. is the "data importer;" and
 - 4.1.2 The provisions of Module Two are incorporated; the provisions under Modules One, Three, and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.
- 4.2 To the extent that any User Personal Data is subject to any International Data Transfer, the parties

agree to be bound by, and all terms and provisions of the Controller to Controller Standard Contractual Clauses adopted by the European Commission ("**Controller Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:

- 4.2.1 Customer is the "data exporter" and EBSCO is the "data importer;" and
- 4.2.2 The provisions of Module One are incorporated; the provisions under Modules Two, Three and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.

- 4.3 The Processor Model Clauses and Controller Model Clauses shall be collectively, the "Standard Contractual Clauses." The applicable version of the Standard Contractual Clauses is those which were approved by the European Commission on June 4, 2021. In the event that the Standard Contractual Clauses are updated, replaced, amended or re-issued by the European Commission (with the updated Standard Contractual Clauses being the "**New Contractual Clauses**") during the term of this Addendum, the New Contractual Clauses shall be deemed to replace the Standard Contractual Clauses and the parties undertake to be bound by the terms of the New Contractual Clauses effective as of the date of the update (unless either party objects to such change) and the parties shall execute a form of the New Contractual Clauses.
- 4.4 The descriptions required by the Annexes of the Standard Contractual Clauses are replaced by the information in Schedule I, Schedule II, and Schedule III of this Addendum.
- 4.5 To the extent that the UK Information Commissioner's Office issues any standard contractual clauses for the purpose of making lawful International Data Transfers during the term of this Addendum that will impact the transfers of Customer Personal Data or User Personal Data (with such clauses being the "**UK Standard Contractual Clauses**"), to the extent possible, the UK Standard Contractual Clauses shall be deemed to be incorporated into this Addendum and the parties undertake to be bound by the terms of the UK Standard Contractual Clauses effective as of the date of their issuance (unless either party objects to such change) and the parties shall execute a form of the UK Standard Contractual Clauses.

Schedule I

List of Parties and Description of Data Transfers

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. **Name:**
Address:
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses:
Signature and date:
Role (controller/processor): Controller and Joint Controller
2. **Additional Information:** EBSCO and Customer shall act as Joint Controllers with respect to User Personal Data (as defined in the Agreement). The Joint Controllers shall perform the following responsibilities accordingly:

Customer	EBSCO
- Personalization: Customer decides whether to enable features of personalized accounts in product - Authorize the processing of end user data by EBSCO via the Agreement between parties - o Provide legal basis for processing end user data - o Establish the purposes and scope of processing - Implementation of technical and organizational measures to ensure security of network - o Access controls – provide guidelines to EBSCO for authorizing who may access the product under the customer's subscription - Data Subject Access Requests - o As needed, provides details of requests to EBSCO if request is received by Customer from end users (in the event that an end user submits a request through Customer rather than through EBSCO)	- Implementation of organizational and technical measures - o See Schedule II for details - Maintenance and support of product - o Security patches - o Feature updates - o Technical support - o Availability and up-time - Data storage, including backups - Establish the purposes and scope of processing via the Agreement between Parties - Data Subject Access Requests - o Receives and processes Data Subject Access Requests and honors the data subject rights of information, access, rectification, erasure, restricted processing, data portability, right to object, and the right to avoid automated decision-making - o Manages the contact form, email address, and phone number for intake of privacy requests - o Upon request, notifies customer of data subject request

Customer	EBSCO
	- Provide legal basis for processing end user data - o Agreement between parties establishes contract to provide services - o Collection of individual consent and acceptance of terms of use, privacy policy, etc. from end users - Incident response - o Implementation of process - o Notification of customer - Subprocessors - vetting and notifying customer of new subprocessors - Privacy Risk Assessments – conduct PRA/DPIA as needed for vendors, features, products, etc. which process personal information

Data importer(s):

For Customer Personal Data:

- Name:** EBSCO International, Inc.
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research
Signature and date:
Role (controller/processor): Processor
- Additional Information:** Customer will act as the Controller of Customer Personal Data where Customer Personal Data is processed by EBSCO. EBSCO will act as the Processor of Customer Personal Data.
"Customer Personal Data" means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer's behalf in connection with the Agreement.

For User Personal Data:

- Name:** EBSCO International, Inc.
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research, creation of user profiles
Signature and date:
Role (controller/processor): Joint Controller and Processor
- Additional Information:** Customer will act as the Controller of User Personal Data where User Personal Data is processed by EBSCO. EBSCO will act as the Joint Controller of User Personal Data.

“User Personal Data” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: Entity information required for handling the subscription and users of applications, including but not limited to students, teachers, employees, authors.

Categories of personal data transferred: First name, last name, email address, authentication information, search information, research notes.

Sensitive Data transferred (if applicable), and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved: Not Applicable.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): Continuous.

Nature of the processing: Providing access to EBSCO databases; storing user information in customized profiles; facilitating the retrieval of user search history.

Purpose(s) of the data transfer and further processing: To perform the obligations between the parties, per the Agreement, to provide research tools, to personalize the experience and to prevent harvesting. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As long as reasonably necessary, some personalization information will be held until deletion is requested by a customer or user.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Subject Matter: First name, last name, email address, authentication information, search information, research notes

Nature of processing: The nature of processing includes the following: Data storage and software delivery, consent management, fulfilling data subject rights requests. Please also see Schedule III for the link to the Subprocessors for comprehensive information about how specific subprocessors process data.

Duration: Continuous

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority, in accordance with Clause 13, is the Supervisory Authority of Ireland.

Schedule II

Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of Data

EBSCO shall maintain and use appropriate safeguards to prevent the unauthorized access to or use of Customer Personal Data and to implement administrative, physical and technical safeguards to protect Customer Personal Data. Such safeguards shall include:

1. Network and Application Security and Vulnerability Management:

- a. Measures of pseudonymization and encryption of personal data:
Personal data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256), and in transit using Transport Layer Security (TLS) encryption. Cryptographic key management is in place as outlined in National Institute of Science and Technology (NIST) standard 800-57.
- b. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services:
EBSCO has an ongoing commitment to certification against relevant International Organization for Standardization (ISO) standards, including ISO standards 27001, 27017, 27018 and 27701 both on-premise and at Amazon Web Services (AWS) managed data centers. EBSCO is hosted both within the Amazon Web Services platform and within legacy on premise data centers in Ipswich, MA and Boston, MA. Applications and data are distributed for purposes of high availability and resilience. Features such as automatic recovery and automatic scaling have been implemented. Applications together with their container configuration can be redeployed within minutes, if necessary.
- c. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident:
All applications and data are distributed across multiple nodes and the nodes are distributed across multiple availability zones within Amazon Web Services to ensure high availability of the service. The use of a container-based architecture further helps to ensure high availability of the service. For example, applications automatically restart if they encounter issues and if a specific node fails, it is removed from service and traffic is directed to the remaining 'healthy' nodes. Where appropriate, nodes are set to automatically scale to handle unexpected spikes in traffic. Regular service management meetings review the performance and future capacity needs of the service. The infrastructure enables horizontal and vertical scaling to be implemented with significantly reduced lead times compared to a physical infrastructure. For our legacy on premise, EIS employs two concurrent data centers with failover capabilities in the event that one of the sites experiences an outage. EBSCO's on-premise data centers are protected with uninterruptable power supplies, fire suppression systems and limited access only to personnel necessary for the ongoing operation of the data centers. EBSCO continuously monitors service availability. The current status can be found here: <https://status.ebsco.com/>

- d. Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing:
EBSCO contracts third party penetration testing on an annual basis. In addition, vulnerability scans are conducted through an automated code deployment pipeline. Our production environment is scanned continuously. We employ a managed 24/7 security operations team to continuously monitor our environment. EBSCO regularly applies security updates to our environment following our comprehensive vulnerability management process. These updates are done on a rolling basis using a Scaled Agile Framework for Enterprises (SAFe).

Organizational measures are reviewed twice annually, through an internal audit as well as an external audit conducted on an annual basis by accredited third party auditors. In addition, regular access reviews to sensitive data and systems are conducted on a regular basis.

EBSCO continually evaluates the security of its network and associated Services to determine whether additional or different security measures are required to respond to security risks or findings generated by periodic reviews.

- e. Measures for the protection of data during transmission:
All data is encrypted in transit using TLS, both from the users' browser to the applications as well as data in transit between EBSCO systems and subprocessors.
- f. Measures for the protection of data during storage:
Personal Data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256). All data storage is isolated from the public internet by a dedicated firewall to ensure only EBSCO personnel can access the database.
- g. Measures for ensuring system configuration, including default configuration:
Standardized system configurations are enforced through automated code deployment pipelines where appropriate.
- h. Measures for internal IT and IT security governance and management:
EBSCO's Governance Risk and Compliance (GRC) Team maintains the EBSCO Information Security and Privacy Management system (ISPMS). The ISPMS is continuously monitored and improved to conform to or exceed the standards required by ISO 27001, ISO 27701, ISO 27017, and ISO 27108. The EBSCO ISPMS is comprised of the ISMS-Information Security Management System and PIMS-Privacy Information Management System. External and internal audits of the ISPMS are performed on an annual basis. Security logs are monitored continuously.
- i. Measures for certification/assurance of processes and products:
In addition to the measures for internal IT management and IT security governance above, regular, mandatory training is delivered through an online learning platform to ensure all staff are familiar with their responsibilities and up to date with policies and procedures. Clear processes are in place to manage security related incidents and to liaise with law enforcement if required.
- j. Measures for ensuring data minimization:
EBSCO follows best practices for minimizing data attributes to only those needed to perform

required functions and allow its customers and user patrons the ability to extend the minimum default data set if required.

k. Measures for ensuring data quality:

Institutions and end users have the ability to review and update their information through a self-service module, or through contacting EBSCO according to the Privacy Policy. Where applicable, data validation controls are implemented in our environment.

2. Logical access controls:

a. Measures for user identification and authorization:

A small number of the EBSCO Team with responsibilities for administering and supporting the system have access to the production environment and databases. This is strictly controlled by role and requires two-factor authentication to gain access.

Customer Administrator access to end user data is only possible through using an EBSCOadmin administrator account. Only personnel designated by the customer and a small number of EBSCO's privileged users have access to this information.

Customers have the ability to set up different authentication options. Options include, but are not limited to, integration through Single Sign On (SSO) using SAML 2.0, username and password, IP whitelist authentication, patron ID, Google Campus Activated Subscriber Access (CASA), Universal CASA and Cookies.

3. Secure media disposal controls:

a. Measures for ensuring limited data retention:

It is vital that personal data stored within EBSCO's systems meets the requirements for data privacy and protection and part of that is ensuring personal data is not retained beyond what is necessary for the defined purpose.

In many cases, EBSCO allows the ability for customers to anonymize end user data by pseudonymized SSO configuration or removing the option for User Patrons to personalize.

b. Measures for allowing data portability and ensuring erasure:

Upon request or through the self-service module, EBSCO customers can extract Database Usage Reports, Interface Usage Reports, Link Activity Reports, Login Usage Report and Title Usage Reports. This data can also be obtained upon request at contract termination, or at any time through EBSCOadmin.

4. Logging Controls:

a. Measures for ensuring events logging:

EBSCO allows customers to view database usage reports, interface usage reports, link activity reports, login usage reports and title usage reports through EBSCOadmin.

EBSCO employs Security Information and Event Management (SIEM) logs across our resources. These logs are monitored internally by our information security team and 24/7 managed

security operations center (SOC). No customer action is required, and customers do not have access to these internal logs.

5. Personnel Controls:

Contracts for new staff and the onboarding process emphasize individual responsibilities for information security and the potential penalties for misuse. Staff resignations trigger an automated process to ensure access rights to EBSCO's systems are revoked in a timely fashion.

The IT Acceptable Use Agreement covers the acceptable use of EBSCO's information assets. It is issued to both permanent and contract staff and forms part of the induction for new starters.

Security awareness training is delivered through EBSCO's online training platform. It is delivered at least annually and is mandatory for all employees.

6. Physical security and environmental controls:

a. Measures for ensuring physical security of locations at which personal data are processed:

EBSCO is committed to ensuring the safety of its employees, contractors and assets and takes the issue of physical security very seriously. EBSCO has a comprehensive set of physical security controls which ensure that its data centers and offices are sufficiently protected. Access to data centers is limited only to necessary personnel, and all access is logged and reviewed for abnormalities.

EBSCO also contracts with AWS for the processing of customer data. AWS provides world class security within their hosted data centers. For more information on physical security in AWS hosted environments see: <https://aws.amazon.com/compliance/data-center/controls>.

Schedule III

List of Subprocessors

MODULE TWO: Transfer controller to processor

The controller has been notified of the use of the subprocessors linked below may be utilized at the time of contract execution. For an updated list of subprocessors, please see www.ebsco.com/subprocessors.

EBSCO SERVICE LEVEL AGREEMENT

Availability

Definitions

The Service – The Service (*EBSCO Discovery Service* or *EBSCOhost*) is defined as the application that provides research services to the customer's end users/patrons. Administrative and ancillary applications, such as *EBSCOadmin*, are not considered a core part of the service and are therefore not subject to this Service Level Agreement.

Downtime – Downtime is any period of time greater than 10 minutes in duration, in which end users cannot use the service for its intended purposes, including searching, viewing results, following links to resources, and viewing full text. Downtime may manifest itself as the inability to complete actions due to application errors, or may result from slow performance. EBSCO will be the sole party responsible for measuring and reporting Downtime.

Availability – Availability is the numeric inverse of downtime. For any given period of time that users can use the service for its intended purposes, the application is Available. Downtime plus Availability shall equal 100% of the time in a given year. EBSCO will be the sole party responsible for measuring and reporting Availability.

Performance – Performance is defined as the amount of time for pages to be delivered to the end user's browser from the instant their request was submitted. This is referred to as End-To-End Performance. The Service will consist of several pages that will contribute to the site's overall Performance. EBSCO will be the sole party responsible for measuring and reporting site Performance.

Service Availability

EBSCO's commitment is to ensure that the service is available 99.9% of the time per year, excluding any planned maintenance. This equates to no more than 8.76 hours per year of unplanned Downtime. In the event that the Service exceeds 8.76 hours of unavailability, any subsequent incident of unplanned downtime per day would result in EBSCO extending the customer's subscription by one day per incident. No more than one day of subscription extension would be granted for any amount of Downtime incurred in a 24-hour period.

Service Performance

The Service is designed to have all pages be delivered in an average of 5 seconds or less. If the average page response time is greater than 5 seconds for more than 12 consecutive hours, EBSCO will extend the customer's subscription by one day.

Planned Maintenance

While EBSCO operates the Service in a manner that is designed to be available 24 hours per day, 365 days per year, it reserves the right to plan maintenance that would cause Downtime. It shall limit Downtime due to Planned Maintenance to less than 8 hours per year.

EBSCO SERVICE LEVEL AGREEMENT Technical Support Services

Availability:

EBSCO offers Technical Support free of charge to customers. EBSCO's Technical Support representatives are trained to fully resolve any questions or issues related to EBSCO products. EBSCO offers this support 24 hours a day via the following methods:

Online: <https://connect.ebsco.com/s/contactsupport>

Or check this link for other contact methods: <https://connect.ebsco.com/s/article/How-do-I-contact-EBSCO-Support>

Technical Support has teams based in different regions around the world and is open 24/7, 365 days-per-year. In addition, the EBSCO Support Site is available 24/7 and offers user guides, tutorials, FAQs, trainer guides, and other self-service support resources at no additional charge for customers.

EBSCO Support Site: <https://connect.ebsco.com>

Technical Service Response Times:

Over 70% of cases reported to EBSCO's Technical Services Department are opened and resolved within the same business day. On average, callers into the Technical Support queue wait no more than 20 seconds. Support requests receive an auto-generated response email with a case tracking number, with a further response provided by a Technical Service representative. EBSCO will generally respond to all technical service requests within 24-48 hours and will resolve 85% of all support cases within 5 business days.

Case Tracking and Resolution:

All Technical Service requests are assigned case numbers in the EBSCO Case Tracking system. When a problem is reported, it is generally responded to within 24-48 hours. If it can be resolved immediately, it will be, and the customer will be notified. If it requires further investigation, Technical Support will escalate the matter to EBSCO's Expert Services Team who will assist in troubleshooting the issue and, if required, track the problem through resolution with the appropriate technical, editorial and product teams within EBSCO. During the resolution process, customers will be kept informed of the progress, and all communications will be tracked to maintain a complete history. Once the issue is resolved, the customer will be notified, and the case will be closed.

Technical Communications:

EBSCO uses StatusPage (<https://status.ebsco.com/>), EBSCO Connect, telephone, and email in some regions to announce and communicate important technical updates and general release information to customers.

Upgrades and enhancements to all EBSCO products are ongoing, and EBSCO schedules major upgrades to occur at the least disruptive times for customers. Most upgrades and enhancement releases process without any interruption of service.

EBSCO's end-user services are built on an infrastructure designed to be available 24 hours a day, 365 days a year. In the unlikely event that EBSCO does require emergency maintenance, EBSCO will make all reasonable efforts to provide at least 48 hours of advanced notice to customers via StatusPage (<https://status.ebsco.com/>) as well as an alert on the EBSCO Connect, our support site.

Critical Issues:

EBSCO defines a Critical Issue as a full or partial outage of the service such that a customer is unable to use the service as contracted. Critical Issues are very rare.

For Critical Issues, EBSCO strongly recommends that the customer call for immediate assistance using the most appropriate phone number for your location listed on this page: <https://connect.ebsco.com/s/article/How-do-I-contact-EBSCO-Support>. Whether notified of the issue via internal monitoring systems or by customer inquiry, EBSCO will work to restore service as quickly as possible. In the unlikely event of a persistent outage lasting longer than two hours, EBSCO will initiate a communication to customers via StatusPage (<https://status.ebsco.com/>) alerting them that service is down and will post an alert to EBSCO Connect notifying customers of any currently available information.

LAST UPDATED: July 2024

LIBRARY eCONTENT AGREEMENT

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

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

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

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

A. Definitions.

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

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

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

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

B. Library and Patron Usage.

1. Copyrighted Works.

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

2. Limiting Access Measures.

Library will be solely responsible for determining which Patrons will have access to Library's EBSCOhost under this Agreement. Library agrees to implement appropriate measures to limit the use of eContent through access by Patrons ("Limiting Access Measures") within a reasonable time frame.

Limiting Access Measures may change from time to time and include, but are not limited to, remote patron authentication applications, authentication through protected IP addresses, a patterned identification check and privileged user accounts. EBSCO, in its sole discretion, may discontinue Library's access to Library's EBSCOhost if Library fails to implement Limiting Access Measures within a reasonable timeframe. Except for standard fees charged by Library to Patrons, Library will not charge any Patron for use of Library's EBSCOhost.

3. Terms of Use.

The use of Library's EBSCOhost by Library and Patrons will be governed by the "Terms of Use" currently available at <http://support.ebsco.com/ehost/terms.html>, as they may be amended from time to time, which are incorporated in this Agreement by reference. If a Library or a Patron violates the Terms of Use, EBSCO reserves the right, in its sole discretion, to suspend Library's or the Patron's access to and use of Library's EBSCOhost. Library acknowledges and agrees that, in the case of repeated or persistent violations, EBSCO may terminate this Agreement. As between EBSCO and Library, the terms of this Agreement will prevail over any inconsistent provision of the Terms of Use, and no change in the Terms of Use will be applied to materially adversely affect Library's rights under this Agreement. If Library uses Adobe Content Server then Library agrees to abide by the Adobe Content Server terms of use.

4. MARC Records.

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

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

copy of the MARC Record that corresponds to each eContent license purchased by Library.

C. Termination.

1. Termination Without Cause.

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

2. Termination for Cause.

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

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

3. Survival.

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

D. Limited Warranty.

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

E. Warranty Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION D. ABOVE, LIBRARY'S EBSCOHOST, PLATFORM SERVICES, AND ECONTENT LICENSED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND EBSCO AND ITS CONTENT PROVIDERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMIT

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER EBSCO NOR ITS CONTENT PROVIDERS WARRANTS, GUARANTEES OR MAKES ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF LIBRARY'S EBSCOHOST OR ECONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EBSCO OR ITS EMPLOYEES WILL

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

F. Limitation on Liability.

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

G. Payment Terms.

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

H. Other Provisions.

1. Entire Agreement.

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

to eContent Collections, or both placed by Library during the Term.

2. Modification or Amendment

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

3. Assignment.

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

4. Governing Law.

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

5. Severability.

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

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

6. Force Majeure.

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

7. Waiver.

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

8. Notices.

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

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

EXHIBIT A TO LIBRARY ECONTENT AGREEMENT – ECONTENT SUBSCRIPTION PURCHASE

A. Subscriptions to eContent Collection(s).

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

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

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

EXHIBIT B TO LIBRARY ECONTENT AGREEMENT – ECONTENT PURCHASE

A. eContent Purchases.

1. **Purchase of eContent Licenses.**
During the Term of the Agreement, Library may select and purchase eContent Licenses in accordance with EBSCO's then current ordering practices. EBSCO will make the eContent Licenses available to Library according to EBSCO's agreements with its content providers, and partners. Each final order of eContent Licenses, as evidenced by a Product Order Form or online order, is incorporated in this Agreement by reference. All purchases of eContent are final. A purchase of an eContent License entitles the Library to receive Platform Services for Purchased eContent.
2. **Archive Services.** EBSCO shall maintain a digital archive of all eBooks purchased by a Library. In the event that EBSCO is no longer able to provide access to the eBooks as contemplated under this Agreement, Library may be provided copies or access the eBooks via this archive.
3. Library and Patrons will access Platform Services via Library's Internet connection, which will be Library's expense and responsibility.
4. Removing and Reinstating purchased eContent
 - a. Library may elect to have any purchased eContent removed from Library's EBSCOhost, by providing EBSCO with written notice of the election.
 - b. Library may elect to have any purchased eContent reinstated to Library's EBSCOhost, by providing EBSCO with written notice of the election.
5. Notwithstanding any other provision of this Agreement, if EBSCO terminates this Agreement for cause under Section C.2. of the Agreement, then EBSCO's obligation to provide eContent and Platform Services will expire.

B. Patron Access.

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

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

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

A. Definitions.

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

completion of appropriate paperwork and payment of related fees.

B. Shared Collections.

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

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

- a. Consortium has agreed to this Agreement,
- b. Consortium has given EBSCO written notice that Consortium is willing to allow the Library to access a particular Shared Collection, and
- c. the Library has agreed to be bound by this Agreement.

Until all of these conditions have been satisfied, EBSCO will have no obligation to permit the Library to access any Shared Collection of Consortium.

3. **Provision of Platform Services.** In the case of a Consortium, Library and Patrons will access the Shared Collection(s) through Library's EBSCOhost.

**EXHIBIT D TO LIBRARY ECONTENT AGREEMENT –
GUIDELINES FOR THE USE AND TRANSFER OF OCLC-DERIVED RECORDS
Revision of June 2, 2010**

The parties agree that the WorldCat Record Use and Data Licensing Policy located here shall apply to the use and transfer of OCLC- derived records: <https://www.oclc.org/en-AU/worldcat/community/record-use.html> Library does not, as a result of its use of the OCLC-Created MARC Records or any other circumstance, obtain any ownership of or intellectual property rights in or to the OCLC-Created MARC Records.

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “**Addendum**”) supplements the Library eContent Agreement (the “**Agreement**”) between the Customer (“**Customer**”) and EBSCO Publishing, Inc. (“**EBSCO**”).

1. Definitions

- 1.1 For the purpose of this Addendum the terms, “**Controller**,” “**Processor**,” “**Data Subject**,” “**Personal Data**,” “**Personal Data Breach**,” “**Processing**,” “**Subprocessor**,” and “**Supervisory Authority**” shall have the same meanings as in applicable Data Protection Legislation, and their related terms shall be construed accordingly.
- 1.2 “**Appropriate technical and organizational measures**” shall be interpreted in accordance with applicable Data Protection Legislation.
- 1.3 “**Customer Personal Data**” means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer’s behalf in connection with the Agreement.
- 1.4 “**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time where EBSCO does business, including the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council (the “**GDPR**”), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100, *et seq.* (the “**CCPA**”), and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that implements or supplements, replaces, repeals and/or supersedes any of the foregoing.
- 1.5 “**International Data Transfer**” means the transfer (either directly or via onward transfer) of Personal Data from within the European Economic Area/United Kingdom (as applicable) to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the GDPR).
- 1.6 “**User Personal Data**” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

2. Data Processing: EBSCO as Processor for Customer

- 2.1 Where Customer Personal Data is processed by EBSCO, EBSCO will act as the Processor and the Customer will act as the Controller.
 - 2.1.1 Subject Matter. The subject matter of the Processing is the Customer Personal Data.
 - 2.1.2 Duration. The Processing will be carried out for the duration set forth in the Agreement.
 - 2.1.3 Nature and Purpose. The purpose of the Processing is the provision of products and services to the Customer purchased by the Customer from time to time.
 - 2.1.4 Type of Customer Personal Data and Data Subjects. Customer Personal Data consists of the following categories of information relevant to the following categories of Data

Subjects:

- (a) Representatives of Customer: name, address; email address; billing information; login credentials; geolocation data; and professional affiliation.
- (b) Customer's end users of the EBSCO products and services purchased by Customer (where personalized account information is provided to EBSCO by Customer): name and email address.

- 2.2 EBSCO shall not Process Customer Personal Data other than on the Customer's documented instructions (as set forth in this Addendum or the Agreement or as otherwise directed by Customer in writing). EBSCO will not Process Customer Personal Data for any purpose, including for any commercial purpose, other than for the specific purpose of performing the services specified in the Agreement. If Processing of Customer Personal Data inconsistent with the foregoing provisions of this section is ever required by applicable Data Protection Legislation to which EBSCO is subject, EBSCO shall, to the extent permitted by applicable Data Protection Legislation, inform the Customer of that legal requirement before proceeding with the relevant Processing of that Customer Personal Data.
- 2.3 EBSCO will notify Customer promptly if, in EBSCO's opinion, an instruction for the Processing of Customer Personal Data infringes applicable Data Protection Legislation.
- 2.4 EBSCO shall ensure that all personnel who have access to and/or Process the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 2.5 EBSCO shall, in relation to the Customer Personal Data, implement appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data. When considering what measure is appropriate, each party shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected.
- 2.6 EBSCO shall assist Customer, taking into account the nature of the Processing, (A) by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights under Applicable Data Protection Legislation; (B) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to EBSCO; and (C) by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the GDPR have been met.
- 2.7 EBSCO shall promptly notify Customer upon becoming aware of any confirmed Personal Data Breach affecting the Customer Personal Data.
- 2.8 Upon termination of the Agreement, EBSCO shall, at Customer's election, securely delete or return Customer Personal Data and destroy existing copies unless preservation or retention of such Customer Personal Data is required by any applicable law to which EBSCO is subject.
- 2.9 EBSCO shall allow Customer and Customer's authorized representatives to access and review up-to-

date attestations, reports, or extracts thereof from independent bodies (e.g., external auditors, data protection auditors) or suitable certifications, or allow its procedures and documentation to be inspected or audited by Customer (or its designee) to ensure compliance with the terms of this Addendum. Any audit or inspection must be conducted during EBSCO's regular business hours without interrupting EBSCO's business operations, with reasonable advance notice (at least 45 days) to EBSCO and subject to reasonable confidentiality procedures. In addition, audits or inspections shall be limited to once per year. The scope of such audit shall be limited to documents and records allowing the verification of EBSCO's compliance with the obligations set forth in this Addendum and shall not include financial records of EBSCO or any records concerning EBSCO's other customers. Remote audits shall be utilized where possible, with on-site audits occurring only where a walkthrough of the premises is required.

EBSCO shall, in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party Subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party Subprocessors, and give Customer a reasonable opportunity to object to such changes. If EBSCO provides Personal Data to third-party Subprocessors, EBSCO will include in its agreement with any such third-party Subprocessor terms which offer at least the same level of protection for the Customer Personal Data as those contained herein and as are required by applicable Data Protection Legislation.

3. Data Processing: EBSCO as Joint Controller With Customer

- 3.1 EBSCO and Customer shall act as joint Controllers with respect to User Personal Data.
- 3.2 EBSCO shall be responsible for providing Customer's end user Data Subjects with the information required under GDPR Articles 13 and 14 (including by identifying a contact point for Data Subjects) before processing User Personal Data, and with informing Customer's end users of the essence of EBSCO's arrangement with Customer.
- 3.3 EBSCO shall provide Customer's end user Data Subjects with the ability to exercise their individual rights with respect to User Personal Data within a self-service portal.

4. International Data Transfer

- 4.1 To the extent that any Customer Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Processor Standard Contractual Clauses adopted by the European Commission ("**Processor Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
 - 4.1.1 Customer is the "data exporter" and EBSCO International, Inc. is the "data importer;" and
 - 4.1.2 The provisions of Module Two are incorporated; the provisions under Modules One, Three, and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.

- 4.2 To the extent that any User Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Controller Standard Contractual Clauses adopted by the European Commission ("**Controller Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
- 4.2.1 Customer is the "data exporter" and EBSCO is the "data importer;" and
- 4.2.2 The provisions of Module One are incorporated; the provisions under Modules Two, Three and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.
- 4.3 The Processor Model Clauses and Controller Model Clauses shall be collectively, the "Standard Contractual Clauses." The applicable version of the Standard Contractual Clauses is those which were approved by the European Commission on June 4, 2021. In the event that the Standard Contractual Clauses are updated, replaced, amended or re-issued by the European Commission (with the updated Standard Contractual Clauses being the "**New Contractual Clauses**") during the term of this Addendum, the New Contractual Clauses shall be deemed to replace the Standard Contractual Clauses and the parties undertake to be bound by the terms of the New Contractual Clauses effective as of the date of the update (unless either party objects to such change) and the parties shall execute a form of the New Contractual Clauses.
- 4.4 The descriptions required by the Annexes of the Standard Contractual Clauses are replaced by the information in Schedule I, Schedule II, and Schedule III of this Addendum.
- 4.5 To the extent that the UK Information Commissioner's Office issues any standard contractual clauses for the purpose of making lawful International Data Transfers during the term of this Addendum that will impact the transfers of Customer Personal Data or User Personal Data (with such clauses being the "**UK Standard Contractual Clauses**"), to the extent possible, the UK Standard Contractual Clauses shall be deemed to be incorporated into this Addendum and the parties undertake to be bound by the terms of the UK Standard Contractual Clauses effective as of the date of their issuance (unless either party objects to such change) and the parties shall execute a form of the UK Standard Contractual Clauses.

Schedule I

List of Parties and Description of Data Transfers

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. **Name:**
Address:
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses:
Signature and date:
Role (controller/processor): Controller and Joint Controller
2. **Additional Information:** EBSCO and Customer shall act as Joint Controllers with respect to User Personal Data (as defined in the Agreement). The Joint Controllers shall perform the following responsibilities accordingly:

Customer	EBSCO
- Personalization: Customer decides whether to enable features of personalized accounts in product - Authorize the processing of end user data by EBSCO via the Agreement between parties - o Provide legal basis for processing end user data - o Establish the purposes and scope of processing - Implementation of technical and organizational measures to ensure security of network - o Access controls – provide guidelines to EBSCO for authorizing who may access the product under the customer's subscription - Data Subject Access Requests - o As needed, provides details of requests to EBSCO if request is received by Customer from end users (in the event that an end user submits a request through Customer rather than through EBSCO)	- Implementation of organizational and technical measures - o See Schedule II for details - Maintenance and support of product - o Security patches - o Feature updates - o Technical support - o Availability and up-time - Data storage, including backups - Establish the purposes and scope of processing via the Agreement between Parties - Data Subject Access Requests - o Receives and processes Data Subject Access Requests and honors the data subject rights of information, access, rectification, erasure, restricted processing, data portability, right to object, and the right to avoid automated decision-making - o Manages the contact form, email address, and phone number for intake of privacy requests - o Upon request, notifies customer of data subject request

Customer	EBSCO
	- Provide legal basis for processing end user data - o Agreement between parties establishes contract to provide services - o Collection of individual consent and acceptance of terms of use, privacy policy, etc. from end users - Incident response - o Implementation of process - o Notification of customer - Subprocessors - vetting and notifying customer of new subprocessors - Privacy Risk Assessments – conduct PRA/DPIA as needed for vendors, features, products, etc. which process personal information

Data importer(s):

For Customer Personal Data:

- Name:** EBSCO International, Inc.
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research
Signature and date:
Role (controller/processor): Processor
- Additional Information:** Customer will act as the Controller of Customer Personal Data where Customer Personal Data is processed by EBSCO. EBSCO will act as the Processor of Customer Personal Data.
"Customer Personal Data" means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer's behalf in connection with the Agreement.

For User Personal Data:

- Name:** EBSCO International, Inc.
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research, creation of user profiles
Signature and date:
Role (controller/processor): Joint Controller and Processor
- Additional Information:** Customer will act as the Controller of User Personal Data where User Personal Data is processed by EBSCO. EBSCO will act as the Joint Controller of User Personal Data.

“User Personal Data” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: Entity information required for handling the subscription and users of applications, including but not limited to students, teachers, employees, authors.

Categories of personal data transferred: First name, last name, email address, authentication information, search information, research notes.

Sensitive Data transferred (if applicable), and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved: Not Applicable.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): Continuous.

Nature of the processing: Providing access to EBSCO databases; storing user information in customized profiles; facilitating the retrieval of user search history.

Purpose(s) of the data transfer and further processing: To perform the obligations between the parties, per the Agreement, to provide research tools, to personalize the experience and to prevent harvesting. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As long as reasonably necessary, some personalization information will be held until deletion is requested by a customer or user.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Subject Matter: First name, last name, email address, authentication information, search information, research notes

Nature of processing: The nature of processing includes the following: Data storage and software delivery, consent management, fulfilling data subject rights requests. Please also see Schedule III for the link to the Subprocessors for comprehensive information about how specific subprocessors process data.

Duration: Continuous

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority, in accordance with Clause 13, is the Supervisory Authority of Ireland.

Schedule II

Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of Data

EBSCO shall maintain and use appropriate safeguards to prevent the unauthorized access to or use of Customer Personal Data and to implement administrative, physical and technical safeguards to protect Customer Personal Data. Such safeguards shall include:

1. Network and Application Security and Vulnerability Management:

- a. Measures of pseudonymization and encryption of personal data:
Personal data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256), and in transit using Transport Layer Security (TLS) encryption. Cryptographic key management is in place as outlined in National Institute of Science and Technology (NIST) standard 800-57.
- b. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services:
EBSCO has an ongoing commitment to certification against relevant International Organization for Standardization (ISO) standards, including ISO standards 27001, 27017, 27018 and 27701 both on-premise and at Amazon Web Services (AWS) managed data centers. EBSCO is hosted both within the Amazon Web Services platform and within legacy on premise data centers in Ipswich, MA and Boston, MA. Applications and data are distributed for purposes of high availability and resilience. Features such as automatic recovery and automatic scaling have been implemented. Applications together with their container configuration can be redeployed within minutes, if necessary.
- c. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident:
All applications and data are distributed across multiple nodes and the nodes are distributed across multiple availability zones within Amazon Web Services to ensure high availability of the service. The use of a container-based architecture further helps to ensure high availability of the service. For example, applications automatically restart if they encounter issues and if a specific node fails, it is removed from service and traffic is directed to the remaining 'healthy' nodes. Where appropriate, nodes are set to automatically scale to handle unexpected spikes in traffic. Regular service management meetings review the performance and future capacity needs of the service. The infrastructure enables horizontal and vertical scaling to be implemented with significantly reduced lead times compared to a physical infrastructure. For our legacy on premise, EIS employs two concurrent data centers with failover capabilities in the event that one of the sites experiences an outage. EBSCO's on-premise data centers are protected with uninterruptable power supplies, fire suppression systems and limited access only to personnel necessary for the ongoing operation of the data centers. EBSCO continuously monitors service availability. The current status can be found here: <https://status.ebsco.com/>

- d. Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing:
EBSCO contracts third party penetration testing on an annual basis. In addition, vulnerability scans are conducted through an automated code deployment pipeline. Our production environment is scanned continuously. We employ a managed 24/7 security operations team to continuously monitor our environment. EBSCO regularly applies security updates to our environment following our comprehensive vulnerability management process. These updates are done on a rolling basis using a Scaled Agile Framework for Enterprises (SAFe).

Organizational measures are reviewed twice annually, through an internal audit as well as an external audit conducted on an annual basis by accredited third party auditors. In addition, regular access reviews to sensitive data and systems are conducted on a regular basis.

EBSCO continually evaluates the security of its network and associated Services to determine whether additional or different security measures are required to respond to security risks or findings generated by periodic reviews.

- e. Measures for the protection of data during transmission:
All data is encrypted in transit using TLS, both from the users' browser to the applications as well as data in transit between EBSCO systems and subprocessors.
- f. Measures for the protection of data during storage:
Personal Data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256). All data storage is isolated from the public internet by a dedicated firewall to ensure only EBSCO personnel can access the database.
- g. Measures for ensuring system configuration, including default configuration:
Standardized system configurations are enforced through automated code deployment pipelines where appropriate.
- h. Measures for internal IT and IT security governance and management:
EBSCO's Governance Risk and Compliance (GRC) Team maintains the EBSCO Information Security and Privacy Management system (ISPMS). The ISPMS is continuously monitored and improved to conform to or exceed the standards required by ISO 27001, ISO 27701, ISO 27017, and ISO 27108. The EBSCO ISPMS is comprised of the ISMS-Information Security Management System and PIMS-Privacy Information Management System. External and internal audits of the ISPMS are performed on an annual basis. Security logs are monitored continuously.
- i. Measures for certification/assurance of processes and products:
In addition to the measures for internal IT management and IT security governance above, regular, mandatory training is delivered through an online learning platform to ensure all staff are familiar with their responsibilities and up to date with policies and procedures. Clear processes are in place to manage security related incidents and to liaise with law enforcement if required.
- j. Measures for ensuring data minimization:
EBSCO follows best practices for minimizing data attributes to only those needed to perform

required functions and allow its customers and user patrons the ability to extend the minimum default data set if required.

k. Measures for ensuring data quality:

Institutions and end users have the ability to review and update their information through a self-service module, or through contacting EBSCO according to the Privacy Policy. Where applicable, data validation controls are implemented in our environment.

2. Logical access controls:

a. Measures for user identification and authorization:

A small number of the EBSCO Team with responsibilities for administering and supporting the system have access to the production environment and databases. This is strictly controlled by role and requires two-factor authentication to gain access.

Customer Administrator access to end user data is only possible through using an EBSCOadmin administrator account. Only personnel designated by the customer and a small number of EBSCO's privileged users have access to this information.

Customers have the ability to set up different authentication options. Options include, but are not limited to, integration through Single Sign On (SSO) using SAML 2.0, username and password, IP whitelist authentication, patron ID, Google Campus Activated Subscriber Access (CASA), Universal CASA and Cookies.

3. Secure media disposal controls:

a. Measures for ensuring limited data retention:

It is vital that personal data stored within EBSCO's systems meets the requirements for data privacy and protection and part of that is ensuring personal data is not retained beyond what is necessary for the defined purpose.

In many cases, EBSCO allows the ability for customers to anonymize end user data by pseudonymized SSO configuration or removing the option for User Patrons to personalize.

b. Measures for allowing data portability and ensuring erasure:

Upon request or through the self-service module, EBSCO customers can extract Database Usage Reports, Interface Usage Reports, Link Activity Reports, Login Usage Report and Title Usage Reports. This data can also be obtained upon request at contract termination, or at any time through EBSCOadmin.

4. Logging Controls:

a. Measures for ensuring events logging:

EBSCO allows customers to view database usage reports, interface usage reports, link activity reports, login usage reports and title usage reports through EBSCOadmin.

EBSCO employs Security Information and Event Management (SIEM) logs across our resources. These logs are monitored internally by our information security team and 24/7 managed

security operations center (SOC). No customer action is required, and customers do not have access to these internal logs.

5. Personnel Controls:

Contracts for new staff and the onboarding process emphasize individual responsibilities for information security and the potential penalties for misuse. Staff resignations trigger an automated process to ensure access rights to EBSCO's systems are revoked in a timely fashion.

The IT Acceptable Use Agreement covers the acceptable use of EBSCO's information assets. It is issued to both permanent and contract staff and forms part of the induction for new starters.

Security awareness training is delivered through EBSCO's online training platform. It is delivered at least annually and is mandatory for all employees.

6. Physical security and environmental controls:

a. Measures for ensuring physical security of locations at which personal data are processed:

EBSCO is committed to ensuring the safety of its employees, contractors and assets and takes the issue of physical security very seriously. EBSCO has a comprehensive set of physical security controls which ensure that its data centers and offices are sufficiently protected. Access to data centers is limited only to necessary personnel, and all access is logged and reviewed for abnormalities.

EBSCO also contracts with AWS for the processing of customer data. AWS provides world class security within their hosted data centers. For more information on physical security in AWS hosted environments see: <https://aws.amazon.com/compliance/data-center/controls/>.

Schedule III

List of Subprocessorsors

MODULE TWO: Transfer controller to processor

The controller has been notified of the use of the subprocessors linked below may be utilized at the time of contract execution. For an updated list of subprocessors, please see www.ebsco.com/subprocessors.

LAST UPDATED: July 2024

EBSCO LICENSE AGREEMENT

EBSCO Archives

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D. Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by EBSCO and Licensee.

E. Licensee agrees to comply with the Copyright Act of 1976, and agrees to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.

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C. Licensee is responsible for maintaining a valid license to the third-party resources configured to be used via the Services (if applicable). EBSCO disclaims any responsibility or liability for a Licensee accessing the third-party resources without proper authorization.

D. EBSCO is not responsible if the third-party resources accessible via the Services fail to operate properly or if the third-party resources accessible via the Services cause issues for the Licensee. While EBSCO will make best efforts to help troubleshoot problems, Licensee acknowledges that certain aspects of functionality may be dependent on third party resource providers who may need to be contacted directly for resolution.

III. PRICE AND PAYMENT

A. License fees have been agreed upon by EBSCO and the Licensee, and include all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within thirty (30) days. Delinquent invoices are subject to interest charges of 12% per annum on the unpaid balance (or the maximum rate allowed by law if such rate is less than 12%). The Licensee will be liable for all costs of collection. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Databases, Services and pricing identified in this Agreement, pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within thirty (30) days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice, Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

D. Except in a case where EBSCO terminates for breach, the Licensee shall continue to have access to the Archive Database(s) in perpetuity.

V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Gibbons, EBSCO Publishing, Inc., 10 Estes Street, Ipswich, MA 01938; phone: 978-356-6500, fax: 978-356-5191; email: kgibbons@ebSCO.com. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

VI. GENERAL

A. Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the EBSCO License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement and our [Privacy Policy](#) represent the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described in this Agreement and our [Privacy Policy](#).

F. EBSCO grants to the Licensee a non-transferable right to utilize any IP addresses provided by EBSCO to Licensee to be used with the Services. EBSCO does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Services, the Licensee's right to utilize such IP addresses will cease.

G. All information that EBSCO collects when Licensee accesses, uses, or provides access to, the Databases and Services is subject to EBSCO's [Privacy Policy](#), which is incorporated herein by reference. By accessing or using the Databases and/or Services, you consent to all actions taken by EBSCO with respect to your information in compliance with the [Privacy Policy](#).

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “**Addendum**”) supplements the EBSCO License Agreement (the “**Agreement**”) between the Customer (“**Customer**”) and EBSCO Publishing, Inc. (“**EBSCO**”).

1. Definitions

- 1.1 For the purpose of this Addendum the terms, “**Controller**,” “**Processor**,” “**Data Subject**,” “**Personal Data**,” “**Personal Data Breach**,” “**Processing**,” “**Subprocessor**,” and “**Supervisory Authority**” shall have the same meanings as in applicable Data Protection Legislation, and their related terms shall be construed accordingly.
- 1.2 “**Appropriate technical and organizational measures**” shall be interpreted in accordance with applicable Data Protection Legislation.
- 1.3 “**Customer Personal Data**” means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer’s behalf in connection with the Agreement.
- 1.4 “**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time where EBSCO does business, including the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council (the “GDPR”), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100, *et seq.* (the “CCPA”), and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that implements or supplements, replaces, repeals and/or supersedes any of the foregoing.
- 1.5 “**International Data Transfer**” means the transfer (either directly or via onward transfer) of Personal Data from within the European Economic Area/United Kingdom (as applicable) to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the GDPR).
- 1.6 “**User Personal Data**” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

2. Data Processing: EBSCO as Processor for Customer

- 2.1 Where Customer Personal Data is processed by EBSCO, EBSCO will act as the Processor and the Customer will act as the Controller.
 - 2.1.1 Subject Matter. The subject matter of the Processing is the Customer Personal Data.
 - 2.1.2 Duration. The Processing will be carried out for the duration set forth in the Agreement.
 - 2.1.3 Nature and Purpose. The purpose of the Processing is the provision of products and services to the Customer purchased by the Customer from time to time.
 - 2.1.4 Type of Customer Personal Data and Data Subjects. Customer Personal Data consists of the following categories of information relevant to the following categories of Data Subjects:

- (a) Representatives of Customer: name, address; email address; billing information; login credentials; geolocation data; and professional affiliation.
- (b) Customer's end users of the EBSCO products and services purchased by Customer (where personalized account information is provided to EBSCO by Customer): name and email address.

- 2.2 EBSCO shall not Process Customer Personal Data other than on the Customer's documented instructions (as set forth in this Addendum or the Agreement or as otherwise directed by Customer in writing). EBSCO will not Process Customer Personal Data for any purpose, including for any commercial purpose, other than for the specific purpose of performing the services specified in the Agreement. If Processing of Customer Personal Data inconsistent with the foregoing provisions of this section is ever required by applicable Data Protection Legislation to which EBSCO is subject, EBSCO shall, to the extent permitted by applicable Data Protection Legislation, inform the Customer of that legal requirement before proceeding with the relevant Processing of that Customer Personal Data.
- 2.3 EBSCO will notify Customer promptly if, in EBSCO's opinion, an instruction for the Processing of Customer Personal Data infringes applicable Data Protection Legislation.
- 2.4 EBSCO shall ensure that all personnel who have access to and/or Process the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 2.5 EBSCO shall, in relation to the Customer Personal Data, implement appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data. When considering what measure is appropriate, each party shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected.
- 2.6 EBSCO shall assist Customer, taking into account the nature of the Processing, (A) by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights under Applicable Data Protection Legislation; (B) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to EBSCO; and (C) by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the GDPR have been met.
- 2.7 EBSCO shall promptly notify Customer upon becoming aware of any confirmed Personal Data Breach affecting the Customer Personal Data.
- 2.8 Upon termination of the Agreement, EBSCO shall, at Customer's election, securely delete or return Customer Personal Data and destroy existing copies unless preservation or retention of such Customer Personal Data is required by any applicable law to which EBSCO is subject.
- 2.9 EBSCO shall allow Customer and Customer's authorized representatives to access and review up-to-date attestations, reports, or extracts thereof from independent bodies (e.g., external auditors, data

protection auditors) or suitable certifications, or allow its procedures and documentation to be inspected or audited by Customer (or its designee) to ensure compliance with the terms of this Addendum. Any audit or inspection must be conducted during EBSCO's regular business hours without interrupting EBSCO's business operations, with reasonable advance notice (at least 45 days) to EBSCO and subject to reasonable confidentiality procedures. In addition, audits or inspections shall be limited to once per year. The scope of such audit shall be limited to documents and records allowing the verification of EBSCO's compliance with the obligations set forth in this Addendum and shall not include financial records of EBSCO or any records concerning EBSCO's other customers. Remote audits shall be utilized where possible, with on-site audits occurring only where a walkthrough of the premises is required.

EBSCO shall, in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party Subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party Subprocessors, and give Customer a reasonable opportunity to object to such changes. If EBSCO provides Personal Data to third-party Subprocessors, EBSCO will include in its agreement with any such third-party Subprocessor terms which offer at least the same level of protection for the Customer Personal Data as those contained herein and as are required by applicable Data Protection Legislation.

3. Data Processing: EBSCO as Joint Controller With Customer

- 3.1 EBSCO and Customer shall act as joint Controllers with respect to User Personal Data.
- 3.2 EBSCO shall be responsible for providing Customer's end user Data Subjects with the information required under GDPR Articles 13 and 14 (including by identifying a contact point for Data Subjects) before processing User Personal Data, and with informing Customer's end users of the essence of EBSCO's arrangement with Customer.
- 3.3 EBSCO shall provide Customer's end user Data Subjects with the ability to exercise their individual rights with respect to User Personal Data within a self-service portal.

4. International Data Transfer

- 4.1 To the extent that any Customer Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Processor Standard Contractual Clauses adopted by the European Commission ("**Processor Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
 - 4.1.1 Customer is the "data exporter" and EBSCO International, Inc. is the "data importer;" and
 - 4.1.2 The provisions of Module Two are incorporated; the provisions under Modules One, Three, and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.
- 4.2 To the extent that any User Personal Data is subject to any International Data Transfer, the parties

agree to be bound by, and all terms and provisions of the Controller to Controller Standard Contractual Clauses adopted by the European Commission ("**Controller Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:

- 4.2.1 Customer is the "data exporter" and EBSCO is the "data importer;" and
- 4.2.2 The provisions of Module One are incorporated; the provisions under Modules Two, Three and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.

- 4.3 The Processor Model Clauses and Controller Model Clauses shall be collectively, the "Standard Contractual Clauses." The applicable version of the Standard Contractual Clauses is those which were approved by the European Commission on June 4, 2021. In the event that the Standard Contractual Clauses are updated, replaced, amended or re-issued by the European Commission (with the updated Standard Contractual Clauses being the "**New Contractual Clauses**") during the term of this Addendum, the New Contractual Clauses shall be deemed to replace the Standard Contractual Clauses and the parties undertake to be bound by the terms of the New Contractual Clauses effective as of the date of the update (unless either party objects to such change) and the parties shall execute a form of the New Contractual Clauses.
- 4.4 The descriptions required by the Annexes of the Standard Contractual Clauses are replaced by the information in Schedule I, Schedule II, and Schedule III of this Addendum.
- 4.5 To the extent that the UK Information Commissioner's Office issues any standard contractual clauses for the purpose of making lawful International Data Transfers during the term of this Addendum that will impact the transfers of Customer Personal Data or User Personal Data (with such clauses being the "**UK Standard Contractual Clauses**"), to the extent possible, the UK Standard Contractual Clauses shall be deemed to be incorporated into this Addendum and the parties undertake to be bound by the terms of the UK Standard Contractual Clauses effective as of the date of their issuance (unless either party objects to such change) and the parties shall execute a form of the UK Standard Contractual Clauses.

Schedule I

List of Parties and Description of Data Transfers

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. **Name:**
Address:
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses:
Signature and date:
Role (controller/processor): Controller and Joint Controller
2. **Additional Information:** EBSCO and Customer shall act as Joint Controllers with respect to User Personal Data (as defined in the Agreement). The Joint Controllers shall perform the following responsibilities accordingly:

Customer	EBSCO
- Personalization: Customer decides whether to enable features of personalized accounts in product - Authorize the processing of end user data by EBSCO via the Agreement between parties - o Provide legal basis for processing end user data - o Establish the purposes and scope of processing - Implementation of technical and organizational measures to ensure security of network - o Access controls – provide guidelines to EBSCO for authorizing who may access the product under the customer's subscription - Data Subject Access Requests - o As needed, provides details of requests to EBSCO if request is received by Customer from end users (in the event that an end user submits a request through Customer rather than through EBSCO)	- Implementation of organizational and technical measures - o See Schedule II for details - Maintenance and support of product - o Security patches - o Feature updates - o Technical support - o Availability and up-time - Data storage, including backups - Establish the purposes and scope of processing via the Agreement between Parties - Data Subject Access Requests - o Receives and processes Data Subject Access Requests and honors the data subject rights of information, access, rectification, erasure, restricted processing, data portability, right to object, and the right to avoid automated decision-making - o Manages the contact form, email address, and phone number for intake of privacy requests - o Upon request, notifies customer of

Customer	EBSCO
	data subject request - Provide legal basis for processing end user data - o Agreement between parties establishes contract to provide services - o Collection of individual consent and acceptance of terms of use, privacy policy, etc. from end users - Incident response - o Implementation of process - o Notification of customer - Subprocessors - vetting and notifying customer of new subprocessors - Privacy Risk Assessments – conduct PRA/DPIA as needed for vendors, features, products, etc. which process personal information

Data importer(s):

For Customer Personal Data:

1. **Name:** EBSCO International, Inc.
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research
Signature and date:
Role (controller/processor): Processor
2. **Additional Information:** Customer will act as the Controller of Customer Personal Data where Customer Personal Data is processed by EBSCO. EBSCO will act as the Processor of Customer Personal Data.
"Customer Personal Data" means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer's behalf in connection with the Agreement.

For User Personal Data:

1. **Name:** EBSCO International, Inc.
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research, creation of user profiles
Signature and date:
Role (controller/processor): Joint Controller and Processor

2. **Additional Information:** Customer will act as the Controller of User Personal Data where User Personal Data is processed by EBSCO. EBSCO will act as the Joint Controller of User Personal Data.

“**User Personal Data**” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: Entity information required for handling the subscription and users of applications, including but not limited to students, teachers, employees, authors.

Categories of personal data transferred: First name, last name, email address, authentication information, search information, research notes.

Sensitive Data transferred (if applicable), and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved: Not Applicable.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): Continuous.

Nature of the processing: Providing access to EBSCO databases; storing user information in customized profiles; facilitating the retrieval of user search history.

Purpose(s) of the data transfer and further processing: To perform the obligations between the parties, per the Agreement, to provide research tools, to personalize the experience and to prevent harvesting. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As long as reasonably necessary, some personalization information will be held until deletion is requested by a customer or user.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Subject Matter: First name, last name, email address, authentication information, search information, research notes

Nature of processing: The nature of processing includes the following: Data storage and software delivery, consent management, fulfilling data subject rights requests. Please also see Schedule III for the link to the Subprocessors for comprehensive information about how specific subprocessors process data.

Duration: Continuous

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority, in accordance with Clause 13, is the Supervisory Authority of Ireland.

Schedule II

Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of Data

EBSCO shall maintain and use appropriate safeguards to prevent the unauthorized access to or use of Customer Personal Data and to implement administrative, physical and technical safeguards to protect Customer Personal Data. Such safeguards shall include:

1. Network and Application Security and Vulnerability Management:

- a. Measures of pseudonymization and encryption of personal data:
Personal data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256), and in transit using Transport Layer Security (TLS) encryption. Cryptographic key management is in place as outlined in National Institute of Science and Technology (NIST) standard 800-57.
- b. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services:
EBSCO has an ongoing commitment to certification against relevant International Organization for Standardization (ISO) standards, including ISO standards 27001, 27017, 27018 and 27701 both on-premise and at Amazon Web Services (AWS) managed data centers. EBSCO is hosted both within the Amazon Web Services platform and within legacy on premise data centers in Ipswich, MA and Boston, MA. Applications and data are distributed for purposes of high availability and resilience. Features such as automatic recovery and automatic scaling have been implemented. Applications together with their container configuration can be redeployed within minutes, if necessary.
- c. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident:
All applications and data are distributed across multiple nodes and the nodes are distributed across multiple availability zones within Amazon Web Services to ensure high availability of the service. The use of a container-based architecture further helps to ensure high availability of the service. For example, applications automatically restart if they encounter issues and if a specific node fails, it is removed from service and traffic is directed to the remaining 'healthy' nodes. Where appropriate, nodes are set to automatically scale to handle unexpected spikes in traffic. Regular service management meetings review the performance and future capacity needs of the service. The infrastructure enables horizontal and vertical scaling to be implemented with significantly reduced lead times compared to a physical infrastructure. For our legacy on premise, EIS employs two concurrent data centers with failover capabilities in the event that one of the sites experiences an outage. EBSCO's on-premise data centers are protected with uninterruptable power supplies, fire suppression systems and limited access only to personnel necessary for the ongoing operation of the data centers. EBSCO continuously monitors service availability. The current status can be found here: <https://status.ebsco.com/>

- d. Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing:

EBSCO contracts third party penetration testing on an annual basis. In addition, vulnerability scans are conducted through an automated code deployment pipeline. Our production environment is scanned continuously. We employ a managed 24/7 security operations team to continuously monitor our environment. EBSCO regularly applies security updates to our environment following our comprehensive vulnerability management process. These updates are done on a rolling basis using a Scaled Agile Framework for Enterprises (SAFe).

Organizational measures are reviewed twice annually, through an internal audit as well as an external audit conducted on an annual basis by accredited third party auditors. In addition, regular access reviews to sensitive data and systems are conducted on a regular basis.

EBSCO continually evaluates the security of its network and associated Services to determine whether additional or different security measures are required to respond to security risks or findings generated by periodic reviews.

- e. Measures for the protection of data during transmission:

All data is encrypted in transit using TLS, both from the users' browser to the applications as well as data in transit between EBSCO systems and subprocessors.

- f. Measures for the protection of data during storage:

Personal Data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256). All data storage is isolated from the public internet by a dedicated firewall to ensure only EBSCO personnel can access the database.

- g. Measures for ensuring system configuration, including default configuration:

Standardized system configurations are enforced through automated code deployment pipelines where appropriate.

- h. Measures for internal IT and IT security governance and management:

EBSCO's Governance Risk and Compliance (GRC) Team maintains the EBSCO Information Security and Privacy Management system (ISPMS). The ISPMS is continuously monitored and improved to conform to or exceed the standards required by ISO 27001, ISO 27701, ISO 27017, and ISO 27108. The EBSCO ISPMS is comprised of the ISMS-Information Security Management System and PIMS-Privacy Information Management System. External and internal audits of the ISPMS are performed on an annual basis. Security logs are monitored continuously.

- i. Measures for certification/assurance of processes and products:

In addition to the measures for internal IT management and IT security governance above, regular, mandatory training is delivered through an online learning platform to ensure all staff are familiar with their responsibilities and up to date with policies and procedures. Clear processes are in place to manage security related incidents and to liaise with law enforcement if required.

- j. Measures for ensuring data minimization:

EBSCO follows best practices for minimizing data attributes to only those needed to perform

required functions and allow its customers and user patrons the ability to extend the minimum default data set if required.

k. Measures for ensuring data quality:

Institutions and end users have the ability to review and update their information through a self-service module, or through contacting EBSCO according to the Privacy Policy. Where applicable, data validation controls are implemented in our environment.

2. Logical access controls:

a. Measures for user identification and authorization:

A small number of the EBSCO Team with responsibilities for administering and supporting the system have access to the production environment and databases. This is strictly controlled by role and requires two-factor authentication to gain access.

Customer Administrator access to end user data is only possible through using an EBSCOadmin administrator account. Only personnel designated by the customer and a small number of EBSCO's privileged users have access to this information.

Customers have the ability to set up different authentication options. Options include, but are not limited to, integration through Single Sign On (SSO) using SAML 2.0, username and password, IP whitelist authentication, patron ID, Google Campus Activated Subscriber Access (CASA), Universal CASA and Cookies.

3. Secure media disposal controls:

a. Measures for ensuring limited data retention:

It is vital that personal data stored within EBSCO's systems meets the requirements for data privacy and protection and part of that is ensuring personal data is not retained beyond what is necessary for the defined purpose.

In many cases, EBSCO allows the ability for customers to anonymize end user data by pseudonymized SSO configuration or removing the option for User Patrons to personalize.

b. Measures for allowing data portability and ensuring erasure:

Upon request or through the self-service module, EBSCO customers can extract Database Usage Reports, Interface Usage Reports, Link Activity Reports, Login Usage Report and Title Usage Reports. This data can also be obtained upon request at contract termination, or at any time through EBSCOadmin.

4. Logging Controls:

a. Measures for ensuring events logging:

EBSCO allows customers to view database usage reports, interface usage reports, link activity reports, login usage reports and title usage reports through EBSCOadmin.

EBSCO employs Security Information and Event Management (SIEM) logs across our resources. These logs are monitored internally by our information security team and 24/7 managed

security operations center (SOC). No customer action is required, and customers do not have access to these internal logs.

5. Personnel Controls:

Contracts for new staff and the onboarding process emphasize individual responsibilities for information security and the potential penalties for misuse. Staff resignations trigger an automated process to ensure access rights to EBSCO's systems are revoked in a timely fashion.

The IT Acceptable Use Agreement covers the acceptable use of EBSCO's information assets. It is issued to both permanent and contract staff and forms part of the induction for new starters.

Security awareness training is delivered through EBSCO's online training platform. It is delivered at least annually and is mandatory for all employees.

6. Physical security and environmental controls:

a. Measures for ensuring physical security of locations at which personal data are processed:

EBSCO is committed to ensuring the safety of its employees, contractors and assets and takes the issue of physical security very seriously. EBSCO has a comprehensive set of physical security controls which ensure that its data centers and offices are sufficiently protected. Access to data centers is limited only to necessary personnel, and all access is logged and reviewed for abnormalities.

EBSCO also contracts with AWS for the processing of customer data. AWS provides world class security within their hosted data centers. For more information on physical security in AWS hosted environments see: <https://aws.amazon.com/compliance/data-center/controls/>.

Schedule III

List of Subprocessors

MODULE TWO: Transfer controller to processor

The controller has been notified of the use of the subprocessors linked below may be utilized at the time of contract execution. For an updated list of subprocessors, please see www.ebsco.com/subprocessors.

LAST UPDATED: March 2024

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B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

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B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the LibraryAware License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described here.

F. EBSCO agrees not to use or sell: (i) any of the email addresses or other contact information of the Licensee or the Authorized Users; (ii) any of the information used in LibraryAware (such as media channel or community partner information); (iii) any content uploaded or created using LibraryAware without the customer's written permission.

LAST UPDATED: July 2024

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NoveList Select

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B. The Licensee is authorized to provide on-site access through the Sites to the Content and Service to any Authorized User. The Licensee and Sites are authorized to provide remote access to the Content and Service to Authorized Users. For the avoidance of doubt, if Licensee provides remote access to individuals on a broader scale than was contemplated at the inception of this Agreement then EBSCO may hold the Licensee in breach and suspend access to the Service. **Remote access to the Content or Service is permitted to Authorized Users of subscribing institutions accessing from remote locations for personal, non-commercial use. However, remote access to the Databases or Services from non-subscribing institutions is not allowed if the purpose of the use is for commercial gain through cost reduction or avoidance for a non-subscribing institution. Remote access for personal use from these institutions is permissible.**

C. Licensee and Authorized Users agree to abide by the Copyright Act of 1976 as well as by any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the Databases or Services. Pursuant to these terms and conditions, the Licensee and Authorized Users may download or print limited copies of citations, abstracts, full text or portions thereof, provided the information is used solely in accordance with copyright law. Licensee and Authorized Users may not publish the information. Licensee and Authorized Users shall not use the Content or Services as a component of or the basis of any other publication

prepared for sale and will neither duplicate nor alter the Content or Services in any manner, nor use same for sale or distribution. Licensee and Authorized Users may not use artificial intelligence tools or machine learning technologies with any of the content included in the Databases or Services for any purpose. Licensee and Authorized Users may create printouts of materials retrieved through the Service via online printing, offline printing, facsimile or electronic mail. All reproduction and distribution of such printouts, and all downloading and electronic storage of materials retrieved through the Service shall be for internal or personal use. Downloading all or parts of the Service in a systematic or regular manner so as to create a collection of materials comprising all or part of the Service is strictly prohibited whether or not such collection is in electronic or print form. Notwithstanding the above restrictions, this paragraph shall not restrict the use of the materials under the doctrine of "fair use" as defined under the laws of the United States. Publishers may impose their own conditions of use applicable only to their content. Such conditions of use shall be displayed on the computer screen displays associated with such content.

D. Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by EBSCO and Licensee

E. Licensee agrees to comply with the Copyright Act of 1976, and agrees to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.

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

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

II. LIMITED WARRANTY AND LIMITATION OF LIABILITY

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

B. THE MAXIMUM LIABILITY OF EBSCO AND ITS LICENSORS, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY EBSCO FROM LICENSEE HEREUNDER UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL EBSCO OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY AUTHORIZED USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE SERVICE OR TO THESE TERMS AND CONDITIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. Licensee is responsible for maintaining a valid license to the third party resources configured to be used via the Services (if applicable). EBSCO disclaims any responsibility or liability for a Licensee accessing the third party resources without proper authorization.

D. EBSCO is not responsible if the third party resources accessible via the Service fail to operate properly or if the third party resources accessible via the Services cause issues for the Licensee. While EBSCO will make best

efforts to help troubleshoot problems, Licensee acknowledges that certain aspects of functionality may be dependent on third party resource providers who may need to be contacted directly for resolution.

III. PRICE AND PAYMENT

A. License fees have been agreed upon by EBSCO and the Licensee, and include all retrospective issues of the Product as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within thirty (30) days. Delinquent invoices are subject to interest charges of 12% per annum on the unpaid balance (or the maximum rate allowed by law if such rate is less than 12%). The Licensee will be liable for all costs of collection. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Service and pricing identified in this Agreement pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within thirty days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Service under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice, Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Service. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Service. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Gibbons, EBSCO Publishing, Inc., 10 Estes Street, Ipswich, MA 01938; phone: 978-356-6500; fax: 978-356-5191; email: kgibbons@ebSCO.com.

In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

VI. GENERAL

A. Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the NovelList Select License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement and our [Privacy Policy](#) represent the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described in this Agreement and our [Privacy Policy](#).

F. EBSCO grants to the Licensee a non-transferable right to utilize any IP addresses provided by EBSCO to Licensee to be used with the Service. EBSCO does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Service, the Licensee's right to utilize such IP addresses will cease.

G. Information We Collect. All information that EBSCO collects when Licensee accesses, uses, or provides access to, the Databases and Services is subject to EBSCO's [Privacy Policy](#), which is incorporated herein by reference. By accessing or using the Databases and/or Services, you consent to all actions taken by EBSCO with respect to your information in compliance with the [Privacy Policy](#).

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “**Addendum**”) supplements the EBSCO License Agreement (the “**Agreement**”) between the Customer (“**Customer**”) and EBSCO Publishing, Inc. (“**EBSCO**”).

1. Definitions

- 1.1 For the purpose of this Addendum the terms, “**Controller**,” “**Processor**,” “**Data Subject**,” “**Personal Data**,” “**Personal Data Breach**,” “**Processing**,” “**Subprocessor**,” and “**Supervisory Authority**” shall have the same meanings as in applicable Data Protection Legislation, and their related terms shall be construed accordingly.
- 1.2 “**Appropriate technical and organizational measures**” shall be interpreted in accordance with applicable Data Protection Legislation.
- 1.3 “**Customer Personal Data**” means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer’s behalf in connection with the Agreement.
- 1.4 “**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time where EBSCO does business, including the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council (the “**GDPR**”), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100, *et seq.* (the “**CCPA**”), and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that implements or supplements, replaces, repeals and/or supersedes any of the foregoing.
- 1.5 “**International Data Transfer**” means the transfer (either directly or via onward transfer) of Personal Data from within the European Economic Area/United Kingdom (as applicable) to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the GDPR).
- 1.6 “**User Personal Data**” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

2. Data Processing: EBSCO as Processor for Customer

- 2.1 Where Customer Personal Data is processed by EBSCO, EBSCO will act as the Processor and the Customer will act as the Controller.
 - 2.1.1 Subject Matter. The subject matter of the Processing is the Customer Personal Data.
 - 2.1.2 Duration. The Processing will be carried out for the duration set forth in the Agreement.
 - 2.1.3 Nature and Purpose. The purpose of the Processing is the provision of products and services to the Customer purchased by the Customer from time to time.
 - 2.1.4 Type of Customer Personal Data and Data Subjects. Customer Personal Data consists of the following categories of information relevant to the following categories of Data Subjects:

- (a) Representatives of Customer: name, address; email address; billing information; login credentials; geolocation data; and professional affiliation.
- (b) Customer's end users of the EBSCO products and services purchased by Customer (where personalized account information is provided to EBSCO by Customer): name; address; and email address.

- 2.2 EBSCO shall not Process Customer Personal Data other than on the Customer's documented instructions (as set forth in this Addendum or the Agreement or as otherwise directed by Customer in writing). EBSCO will not Process Customer Personal Data for any purpose, including for any commercial purpose, other than for the specific purpose of performing the services specified in the Agreement. If Processing of Customer Personal Data inconsistent with the foregoing provisions of this section is ever required by applicable Data Protection Legislation to which EBSCO is subject, EBSCO shall, to the extent permitted by applicable Data Protection Legislation, inform the Customer of that legal requirement before proceeding with the relevant Processing of that Customer Personal Data.
- 2.3 EBSCO will notify Customer promptly if, in EBSCO's opinion, an instruction for the Processing of Customer Personal Data infringes applicable Data Protection Legislation.
- 2.4 EBSCO shall ensure that all personnel who have access to and/or Process the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 2.5 EBSCO shall, in relation to the Customer Personal Data, implement appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data. When considering what measure is appropriate, each party shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected.
- 2.6 EBSCO shall assist Customer, taking into account the nature of the Processing, (A) by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights under Applicable Data Protection Legislation; (B) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to EBSCO; and (C) by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the GDPR have been met.
- 2.7 EBSCO shall promptly notify Customer upon becoming aware of any confirmed Personal Data Breach affecting the Customer Personal Data.
- 2.8 Upon termination of the Agreement, EBSCO shall, at Customer's election, securely delete or return Customer Personal Data and destroy existing copies unless preservation or retention of such Customer Personal Data is required by any applicable law to which EBSCO is subject.
- 2.9 EBSCO shall allow Customer and Customer's authorized representatives to access and review up-to-date attestations, reports, or extracts thereof from independent bodies (e.g., external auditors, data

protection auditors) or suitable certifications, or allow its procedures and documentation to be inspected or audited by Customer (or its designee) to ensure compliance with the terms of this Addendum. Any audit or inspection must be conducted during EBSCO's regular business hours without interrupting EBSCO's business operations, with reasonable advance notice (at least 45 days) to EBSCO and subject to reasonable confidentiality procedures. In addition, audits or inspections shall be limited to once per year. The scope of such audit shall be limited to documents and records allowing the verification of EBSCO's compliance with the obligations set forth in this Addendum and shall not include financial records of EBSCO or any records concerning EBSCO's other customers. Remote audits shall be utilized where possible, with on-site audits occurring only where a walkthrough of the premises is required.

EBSCO shall, in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party Subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party Subprocessors, and give Customer a reasonable opportunity to object to such changes. If EBSCO provides Personal Data to third-party Subprocessors, EBSCO will include in its agreement with any such third-party Subprocessor terms which offer at least the same level of protection for the Customer Personal Data as those contained herein and as are required by applicable Data Protection Legislation.

3. Data Processing: EBSCO as Joint Controller With Customer

- 3.1 EBSCO and Customer shall act as joint Controllers with respect to User Personal Data.
- 3.2 EBSCO shall be responsible for providing Customer's end user Data Subjects with the information required under GDPR Articles 13 and 14 (including by identifying a contact point for Data Subjects) before processing User Personal Data, and with informing Customer's end users of the essence of EBSCO's arrangement with Customer.
- 3.3 EBSCO shall provide Customer's end user Data Subjects with the ability to exercise their individual rights with respect to User Personal Data within a self-service portal.

4. International Data Transfer

- 4.1 To the extent that any Customer Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Processor Standard Contractual Clauses adopted by the European Commission ("**Processor Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
 - 4.1.1 Customer is the "data exporter" and EBSCO International, Inc. is the "data importer;" and
 - 4.1.2 The provisions of Module Two are incorporated; the provisions under Modules One, Three, and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.
- 4.2 To the extent that any User Personal Data is subject to any International Data Transfer, the parties

agree to be bound by, and all terms and provisions of the Controller to Controller Standard Contractual Clauses adopted by the European Commission ("**Controller Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:

- 4.2.1 Customer is the "data exporter" and EBSCO is the "data importer;" and
- 4.2.2 The provisions of Module One are incorporated; the provisions under Modules Two, Three and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.

- 4.3 The Processor Model Clauses and Controller Model Clauses shall be collectively, the "Standard Contractual Clauses." The applicable version of the Standard Contractual Clauses is those which were approved by the European Commission on June 4, 2021. In the event that the Standard Contractual Clauses are updated, replaced, amended or re-issued by the European Commission (with the updated Standard Contractual Clauses being the "**New Contractual Clauses**") during the term of this Addendum, the New Contractual Clauses shall be deemed to replace the Standard Contractual Clauses and the parties undertake to be bound by the terms of the New Contractual Clauses effective as of the date of the update (unless either party objects to such change) and the parties shall execute a form of the New Contractual Clauses.
- 4.4 The descriptions required by the Annexes of the Standard Contractual Clauses are replaced by the information in Schedule I, Schedule II, and Schedule III of this Addendum.
- 4.5 To the extent that the UK Information Commissioner's Office issues any standard contractual clauses for the purpose of making lawful International Data Transfers during the term of this Addendum that will impact the transfers of Customer Personal Data or User Personal Data (with such clauses being the "**UK Standard Contractual Clauses**"), to the extent possible, the UK Standard Contractual Clauses shall be deemed to be incorporated into this Addendum and the parties undertake to be bound by the terms of the UK Standard Contractual Clauses effective as of the date of their issuance (unless either party objects to such change) and the parties shall execute a form of the UK Standard Contractual Clauses.

Schedule I

List of Parties and Description of Data Transfers

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. **Name:**
Address:
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses:
Signature and date:
Role (controller/processor): Controller and Joint Controller
2. **Additional Information:** EBSCO and Customer shall act as Joint Controllers with respect to User Personal Data (as defined in the Agreement). The Joint Controllers shall perform the following responsibilities accordingly:

Customer	EBSCO
- Personalization: Customer decides whether to enable features of personalized accounts in product - Authorize the processing of end user data by EBSCO via the Agreement between parties - o Provide legal basis for processing end user data - o Establish the purposes and scope of processing - Implementation of technical and organizational measures to ensure security of network - o Access controls – provide guidelines to EBSCO for authorizing who may access the product under the customer's subscription - Data Subject Access Requests - o As needed, provides details of requests to EBSCO if request is received by Customer from end users (in the event that an end user submits a request through Customer rather than through EBSCO)	- Implementation of organizational and technical measures - o See Schedule II for details - Maintenance and support of product - o Security patches - o Feature updates - o Technical support - o Availability and up-time - Data storage, including backups - Establish the purposes and scope of processing via the Agreement between Parties - Data Subject Access Requests - o Receives and processes Data Subject Access Requests and honors the data subject rights of information, access, rectification, erasure, restricted processing, data portability, right to object, and the right to avoid automated decision-making - o Manages the contact form, email address, and phone number for intake of privacy requests

Customer	EBSCO
	○ Upon request, notifies customer of data subject request - Provide legal basis for processing end user data ○ Agreement between parties establishes contract to provide services ○ Collection of individual consent and acceptance of terms of use, privacy policy, etc. from end users - Incident response ○ Implementation of process ○ Notification of customer - Subprocessors - vetting and notifying customer of new subprocessors - Privacy Risk Assessments – conduct PRA/DPIA as needed for vendors, features, products, etc. which process personal information

Data importer(s):

For Customer Personal Data:

- Name:** EBSCO International, Inc.
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research
Signature and date:
Role (controller/processor): Processor
- Additional Information:** Customer will act as the Controller of Customer Personal Data where Customer Personal Data is processed by EBSCO. EBSCO will act as the Processor of Customer Personal Data.
"Customer Personal Data" means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer's behalf in connection with the Agreement.

For User Personal Data:

- Name:** EBSCO International, Inc.
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research, creation of user profiles
Signature and date:
Role (controller/processor): Joint Controller and Processor

2. **Additional Information:** Customer will act as the Controller of User Personal Data where User Personal Data is processed by EBSCO. EBSCO will act as the Joint Controller of User Personal Data.

“**User Personal Data**” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: Entity information required for handling the subscription and users of applications, including but not limited to students, teachers, employees, authors.

Categories of personal data transferred: First name, last name, email address, authentication information, search information, research notes.

Sensitive Data transferred (if applicable), and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved: Not Applicable.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): Continuous.

Nature of the processing: Providing access to EBSCO databases; storing user information in customized profiles; facilitating the retrieval of user search history.

Purpose(s) of the data transfer and further processing: To perform the obligations between the parties, per the Agreement, to provide research tools, to personalize the experience and to prevent harvesting. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As long as reasonably necessary, some personalization information will be held until deletion is requested by a customer or user.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Subject Matter: First name, last name, email address, authentication information, search information, research notes

Nature of processing: The nature of processing includes the following: Data storage and software delivery, consent management, fulfilling data subject rights requests. Please also see Schedule III for the link to the Subprocessors for comprehensive information about how specific subprocessors process data.

Duration: Continuous

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority, in accordance with Clause 13, is the Supervisory Authority of Ireland.

Schedule II

Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of Data

EBSCO shall maintain and use appropriate safeguards to prevent the unauthorized access to or use of Customer Personal Data and to implement administrative, physical and technical safeguards to protect Customer Personal Data. Such safeguards shall include:

1. Network and Application Security and Vulnerability Management:

- a. Measures of pseudonymization and encryption of personal data:
Personal data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256), and in transit using Transport Layer Security (TLS) encryption. Cryptographic key management is in place as outlined in National Institute of Science and Technology (NIST) standard 800-57.
- b. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services:
EBSCO has an ongoing commitment to certification against relevant International Organization for Standardization (ISO) standards, including ISO standards 27001, 27017, 27018 and 27701 both on-premise and at Amazon Web Services (AWS) managed data centers. EBSCO is hosted both within the Amazon Web Services platform and within legacy on premise data centers in Ipswich, MA and Boston, MA. Applications and data are distributed for purposes of high availability and resilience. Features such as automatic recovery and automatic scaling have been implemented. Applications together with their container configuration can be redeployed within minutes, if necessary.
- c. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident:
All applications and data are distributed across multiple nodes and the nodes are distributed across multiple availability zones within Amazon Web Services to ensure high availability of the service. The use of a container-based architecture further helps to ensure high availability of the service. For example, applications automatically restart if they encounter issues and if a specific node fails, it is removed from service and traffic is directed to the remaining 'healthy' nodes. Where appropriate, nodes are set to automatically scale to handle unexpected spikes in traffic. Regular service management meetings review the performance and future capacity needs of the service. The infrastructure enables horizontal and vertical scaling to be implemented with significantly reduced lead times compared to a physical infrastructure. For our legacy on premise, EIS employs two concurrent data centers with failover capabilities in the event that one of the sites experiences an outage. EBSCO's on-premise data centers are protected with uninterruptable power supplies, fire suppression systems and limited access only to personnel necessary for the ongoing operation of the data centers. EBSCO continuously monitors service availability. The current status can be found here: <https://status.ebsco.com/>

- d. Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing:

EBSCO contracts third party penetration testing on an annual basis. In addition, vulnerability scans are conducted through an automated code deployment pipeline. Our production environment is scanned continuously. We employ a managed 24/7 security operations team to continuously monitor our environment. EBSCO regularly applies security updates to our environment following our comprehensive vulnerability management process. These updates are done on a rolling basis using a Scaled Agile Framework for Enterprises (SAFe).

Organizational measures are reviewed twice annually, through an internal audit as well as an external audit conducted on an annual basis by accredited third party auditors. In addition, regular access reviews to sensitive data and systems are conducted on a regular basis.

EBSCO continually evaluates the security of its network and associated Services to determine whether additional or different security measures are required to respond to security risks or findings generated by periodic reviews.

- e. Measures for the protection of data during transmission:

All data is encrypted in transit using TLS, both from the users' browser to the applications as well as data in transit between EBSCO systems and subprocessors.

- f. Measures for the protection of data during storage:

Personal Data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256). All data storage is isolated from the public internet by a dedicated firewall to ensure only EBSCO personnel can access the database.

- g. Measures for ensuring system configuration, including default configuration:

Standardized system configurations are enforced through automated code deployment pipelines where appropriate.

- h. Measures for internal IT and IT security governance and management:

EBSCO's Governance Risk and Compliance (GRC) Team maintains the EBSCO Information Security and Privacy Management system (ISPMS). The ISPMS is continuously monitored and improved to conform to or exceed the standards required by ISO 27001, ISO 27701, ISO 27017, and ISO 27108. The EBSCO ISPMS is comprised of the ISMS-Information Security Management System and PIMS-Privacy Information Management System. External and internal audits of the ISPMS are performed on an annual basis. Security logs are monitored continuously.

- i. Measures for certification/assurance of processes and products:

In addition to the measures for internal IT management and IT security governance above, regular, mandatory training is delivered through an online learning platform to ensure all staff are familiar with their responsibilities and up to date with policies and procedures. Clear processes are in place to manage security related incidents and to liaise with law enforcement if required.

- j. Measures for ensuring data minimization:

EBSCO follows best practices for minimizing data attributes to only those needed to perform

required functions and allow its customers and user patrons the ability to extend the minimum default data set if required.

k. Measures for ensuring data quality:

Institutions and end users have the ability to review and update their information through a self-service module, or through contacting EBSCO according to the Privacy Policy. Where applicable, data validation controls are implemented in our environment.

2. Logical access controls:

a. Measures for user identification and authorization:

A small number of the EBSCO Team with responsibilities for administering and supporting the system have access to the production environment and databases. This is strictly controlled by role and requires two-factor authentication to gain access.

Customer Administrator access to end user data is only possible through using an EBSCOadmin administrator account. Only personnel designated by the customer and a small number of EBSCO's privileged users have access to this information.

Customers have the ability to set up different authentication options. Options include, but are not limited to, integration through Single Sign On (SSO) using SAML 2.0, username and password, IP whitelist authentication, patron ID, Google Campus Activated Subscriber Access (CASA), Universal CASA and Cookies.

3. Secure media disposal controls:

a. Measures for ensuring limited data retention:

It is vital that personal data stored within EBSCO's systems meets the requirements for data privacy and protection and part of that is ensuring personal data is not retained beyond what is necessary for the defined purpose.

In many cases, EBSCO allows the ability for customers to anonymize end user data by pseudonymized SSO configuration or removing the option for User Patrons to personalize.

b. Measures for allowing data portability and ensuring erasure:

Upon request or through the self-service module, EBSCO customers can extract Database Usage Reports, Interface Usage Reports, Link Activity Reports, Login Usage Report and Title Usage Reports. This data can also be obtained upon request at contract termination, or at any time through EBSCOadmin.

4. Logging Controls:

a. Measures for ensuring events logging:

EBSCO allows customers to view database usage reports, interface usage reports, link activity reports, login usage reports and title usage reports through EBSCOadmin.

EBSCO employs Security Information and Event Management (SIEM) logs across our resources. These logs are monitored internally by our information security team and 24/7 managed

security operations center (SOC). No customer action is required, and customers do not have access to these internal logs.

5. Personnel Controls:

Contracts for new staff and the onboarding process emphasize individual responsibilities for information security and the potential penalties for misuse. Staff resignations trigger an automated process to ensure access rights to EBSCO's systems are revoked in a timely fashion.

The IT Acceptable Use Agreement covers the acceptable use of EBSCO's information assets. It is issued to both permanent and contract staff and forms part of the induction for new starters.

Security awareness training is delivered through EBSCO's online training platform. It is delivered at least annually and is mandatory for all employees.

6. Physical security and environmental controls:

- a. Measures for ensuring physical security of locations at which personal data are processed:
EBSCO is committed to ensuring the safety of its employees, contractors and assets and takes the issue of physical security very seriously. EBSCO has a comprehensive set of physical security controls which ensure that its data centers and offices are sufficiently protected. Access to data centers is limited only to necessary personnel, and all access is logged and reviewed for abnormalities.

EBSCO also contracts with AWS for the processing of customer data. AWS provides world class security within their hosted data centers. For more information on physical security in AWS hosted environments see: <https://aws.amazon.com/compliance/data-center/controls/>.

Schedule III

List of Subprocessorsors

MODULE TWO: Transfer controller to processor

The controller has been notified of the use of the subprocessors linked below may be utilized at the time of contract execution. For an updated list of subprocessors, please see <https://legal.ebsco.com/sub-processors>.

EBSCO LICENSE AGREEMENT

LearningExpress

By using the services available at this site or by making the services available to Authorized Users, the Authorized Users and the Licensee agree to comply with the following terms and conditions (the "Agreement"). For purposes of this Agreement, "LearningExpress" is LearningExpress, LLC.; the "Licensee" is the entity or institution that makes available the services offered by LearningExpress; the "Sites" are the Internet websites offered or operated by Licensee from which Authorized Users can obtain access to LearningExpress Services; and the "Authorized User(s)" are employees, students, registered patrons, walk-in patrons, or other persons affiliated with Licensee or otherwise permitted to use Licensee's facilities and authorized by Licensee to access the Services. "Authorized User(s)" do not include alumni of the Licensee. "Services" shall mean LearningExpress products, including PrepSTEP and related products, to which Licensee has purchased access or a subscription. LearningExpress disclaims any liability for the accuracy, completeness or functionality of any material contained herein, referred to, or linked to.

I. LICENSE

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

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

C. Licensee and Authorized Users agree to abide by the Copyright Act of 1976 as well as by any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the Services. Pursuant to these terms and conditions, the Licensee and Authorized Users may download or print limited copies of citations, abstracts, full text or portions thereof, provided the information is used solely in accordance with copyright law. Licensee and Authorized Users may not publish the information. Licensee and Authorized Users shall not use the Services as a component of or the basis of any other publication prepared for sale and will neither duplicate nor alter the Services or any of the content therein in any manner, nor use same for sale or distribution. **Licensee and Authorized Users may not use artificial intelligence tools or machine learning technologies with any of the content included in the Databases or Services for any purpose.** Licensee and Authorized Users may create printouts of materials retrieved through the Services via online printing, offline

printing, facsimile or electronic mail. All reproduction and distribution of such printouts, and all downloading and electronic storage of materials retrieved through the Services shall be for internal or personal use. Downloading all or parts of the Services in a systematic or regular manner so as to create a collection of materials comprising all or part of the Services is strictly prohibited whether or not such collection is in electronic or print form. Notwithstanding the above restrictions, this paragraph shall not restrict the use of the materials under the doctrine of “fair use” as defined under the laws of the United States. Publishers may impose their own conditions of use applicable only to their content. Such conditions of use shall be displayed on the computer screen displays associated with such content. The Licensee shall take all reasonable precautions to limit the usage of the Services to those specifically authorized by this Agreement.

D. Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by LearningExpress and Licensee.

E. Licensee agrees to comply with the Copyright Act of 1976, and agrees to indemnify LearningExpress against any actions by Licensee that are not consistent with the Copyright Act of 1976.

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

G. Licensee agrees not to include any advertising in the Services.

II. LIMITED WARRANTY AND LIMITATION OF LIABILITY

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

B. THE MAXIMUM LIABILITY OF LearningExpress AND ITS LICENSORS, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE SERVICES, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY LearningExpress FROM LICENSEE HEREUNDER UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL LearningExpress OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY AUTHORIZED USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE SERVICES OR TO THESE TERMS AND CONDITIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. Licensee is responsible for maintaining a valid license to the third party resources configured to be used via the Services (if applicable). LearningExpress disclaims any responsibility or liability for a Licensee accessing the third party resources without proper authorization.

D. LearningExpress is not responsible if the third party resources accessible via the Services fail to operate properly or if the third party resources accessible via the Services cause issues for the Licensee. While LearningExpress will make best efforts to help troubleshoot problems, Licensee acknowledges that certain aspects of functionality may be dependent on third party resource providers who may need to be contacted directly for resolution.

III. PRICE AND PAYMENT

A. License fees have been agreed upon by LearningExpress and the Licensee, and include all retrospective issues of the Services as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to LearningExpress or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within ninety (90) days. Delinquent invoices are subject to interest charges of 12% per annum on the unpaid balance (or the maximum rate allowed by law if such rate is less than 12%). The Licensee will be liable for all costs of collection. Failure or delay in rendering payments due LearningExpress under this Agreement will, at LearningExpress' option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Services and pricing identified in this Agreement pro rata adjustments of the contracted price will be calculated by LearningExpress and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within ninety (90) days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Services under this Agreement, whether or not such taxes are invoiced by LearningExpress, will be the exclusive responsibility of the Licensee and/or Sites.

IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from LearningExpress. Within the period of such notice, Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, LearningExpress may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If LearningExpress becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of LearningExpress or its licensors or an infringement on the rights of LearningExpress or its licensors, then LearningExpress will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from LearningExpress. Once the breach or infringement has been remedied or the offending activity halted, LearningExpress shall reinstate access to the Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, LearningExpress may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

LearningExpress has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Gibbons, LearningExpress, LLC 10 Estes Street, Ipswich, MA 01938; phone: 978-356-6500; fax: 978-356-5191; email:

kgibbons@ebSCO.com. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

VI. GENERAL

A. Neither LearningExpress nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of LearningExpress.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the LearningExpress License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement and our [Privacy Policy](#) represent the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described in this Agreement and our [Privacy Policy](#).

F. LearningExpress grants to the Licensee a non-transferable right to utilize any IP addresses provided by LearningExpress to Licensee to be used with the Services. LearningExpress does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Services, the Licensee's right to utilize such IP addresses will cease.

G. Information We Collect. All information we collect is subject to our [Privacy Policy](#), which is incorporated herein by this reference. By using the Services, you consent to all actions taken by LearningExpress with respect to your information in compliance with the [Privacy Policy](#).

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “**Addendum**”) supplements the LearningExpress License Agreement (the “**Agreement**”) between the Customer (“**Customer**”) and LearningExpress, LLC (“**LearningExpress**”).

1. Definitions

- 1.1 For the purpose of this Addendum the terms, “**Controller**,” “**Processor**,” “**Data Subject**,” “**Personal Data**,” “**Personal Data Breach**,” “**Processing**,” “**Subprocessor**,” and “**Supervisory Authority**” shall have the same meanings as in applicable Data Protection Legislation, and their related terms shall be construed accordingly.
- 1.2 “**Appropriate technical and organizational measures**” shall be interpreted in accordance with applicable Data Protection Legislation.
- 1.3 “**Customer Personal Data**” means the Personal Data that is provided by Customer to LearningExpress or that is processed by LearningExpress on Customer’s behalf in connection with the Agreement.
- 1.4 “**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time where LearningExpress does business, including the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council (the “**GDPR**”), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100, *et seq.* (the “**CCPA**”), and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that implements or supplements, replaces, repeals and/or supersedes any of the foregoing.
- 1.5 “**International Data Transfer**” means the transfer (either directly or via onward transfer) of Personal Data from within the European Economic Area/United Kingdom (as applicable) to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the GDPR).
- 1.6 “**User Personal Data**” means the Personal Data provided directly by Customer’s end users to LearningExpress through the products and services purchased by Customer.

2. Data Processing: LearningExpress as Processor for Customer

- 2.1 Where Customer Personal Data is processed by LearningExpress, LearningExpress will act as the Processor and the Customer will act as the Controller.
 - 2.1.1 Subject Matter. The subject matter of the Processing is the Customer Personal Data.
 - 2.1.2 Duration. The Processing will be carried out for the duration set forth in the Agreement.
 - 2.1.3 Nature and Purpose. The purpose of the Processing is the provision of products and services to the Customer purchased by the Customer from time to time.
 - 2.1.4 Type of Customer Personal Data and Data Subjects. Customer Personal Data consists of the following categories of information relevant to the following categories of Data

Subjects:

- (a) Representatives of Customer: name, address; email address; billing information; login credentials; geolocation data; and professional affiliation.
- (b) Customer's end users of the LearningExpress products and services purchased by Customer (where personalized account information is provided to LearningExpress by Customer): name; address; and email address.

- 2.2 LearningExpress shall not Process Customer Personal Data other than on the Customer's documented instructions (as set forth in this Addendum or the Agreement or as otherwise directed by Customer in writing). LearningExpress will not Process Customer Personal Data for any purpose, including for any commercial purpose, other than for the specific purpose of performing the services specified in the Agreement. If Processing of Customer Personal Data inconsistent with the foregoing provisions of this section is ever required by applicable Data Protection Legislation to which LearningExpress is subject, LearningExpress shall, to the extent permitted by applicable Data Protection Legislation, inform the Customer of that legal requirement before proceeding with the relevant Processing of that Customer Personal Data.
- 2.3 LearningExpress will notify Customer promptly if, in LearningExpress' opinion, an instruction for the Processing of Customer Personal Data infringes applicable Data Protection Legislation.
- 2.4 LearningExpress shall ensure that all personnel who have access to and/or Process the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 2.5 LearningExpress shall, in relation to the Customer Personal Data, implement appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data. When considering what measure is appropriate, each party shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected.
- 2.6 LearningExpress shall assist Customer, taking into account the nature of the Processing, (A) by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights under Applicable Data Protection Legislation; (B) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to LearningExpress; and (C) by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the GDPR have been met.
- 2.7 LearningExpress shall promptly notify Customer upon becoming aware of any confirmed Personal Data Breach affecting the Customer Personal Data.
- 2.8 Upon termination of the Agreement, LearningExpress shall, at Customer's election, securely delete or return Customer Personal Data and destroy existing copies unless preservation or retention of such Customer Personal Data is required by any applicable law to which LearningExpress is subject.

- 2.9 LearningExpress shall allow Customer and Customer's authorized representatives to access and review up-to-date attestations, reports, or extracts thereof from independent bodies (e.g., external auditors, data protection auditors) or suitable certifications, or allow its procedures and documentation to be inspected or audited by Customer (or its designee) to ensure compliance with the terms of this Addendum. Any audit or inspection must be conducted during LearningExpress' regular business hours without interrupting LearningExpress' business operations, with reasonable advance notice (at least 45 days) to LearningExpress and subject to reasonable confidentiality procedures. In addition, audits or inspections shall be limited to once per year. The scope of such audit shall be limited to documents and records allowing the verification of LearningExpress' compliance with the obligations set forth in this Addendum and shall not include financial records of LearningExpress or any records concerning LearningExpress' other customers. Remote audits shall be utilized where possible, with on-site audits occurring only where a walkthrough of the premises is required.

LearningExpress shall, in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party Subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party Subprocessors, and give Customer a reasonable opportunity to object to such changes. If LearningExpress provides Personal Data to third-party Subprocessors, LearningExpress will include in its agreement with any such third-party Subprocessor terms which offer at least the same level of protection for the Customer Personal Data as those contained herein and as are required by applicable Data Protection Legislation.

3. **Data Processing: LearningExpress as Joint Controller With Customer**

- 3.1 LearningExpress and Customer shall act as joint Controllers with respect to User Personal Data.
- 3.2 LearningExpress shall be responsible for providing Customer's end user Data Subjects with the information required under GDPR Articles 13 and 14 (including by identifying a contact point for Data Subjects) before processing User Personal Data, and with informing Customer's end users of the essence of LearningExpress' arrangement with Customer.
- 3.3 LearningExpress shall provide Customer's end user Data Subjects with the ability to exercise their individual rights with respect to User Personal Data within a self-service portal.

4. **International Data Transfer**

- 4.1 To the extent that any Customer Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Processor Standard Contractual Clauses adopted by the European Commission ("**Processor Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
- 4.1.1 Customer is the "data exporter" and LearningExpress, LLC is the "data importer;" and
- 4.1.2 The provisions of Module Two are incorporated; the provisions under Modules One, Three, and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory

authority is Ireland.

- 4.2 To the extent that any User Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Controller Standard Contractual Clauses adopted by the European Commission ("**Controller Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
- 4.2.1 Customer is the "data exporter" and LearningExpress is the "data importer;" and
- 4.2.2 The provisions of Module One are incorporated; the provisions under Modules Two, Three and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.
- 4.3 The Processor Model Clauses and Controller Model Clauses shall be collectively, the "Standard Contractual Clauses." The applicable version of the Standard Contractual Clauses is those which were approved by the European Commission on June 4, 2021. In the event that the Standard Contractual Clauses are updated, replaced, amended or re-issued by the European Commission (with the updated Standard Contractual Clauses being the "**New Contractual Clauses**") during the term of this Addendum, the New Contractual Clauses shall be deemed to replace the Standard Contractual Clauses and the parties undertake to be bound by the terms of the New Contractual Clauses effective as of the date of the update (unless either party objects to such change) and the parties shall execute a form of the New Contractual Clauses.
- 4.4 The descriptions required by the Annexes of the Standard Contractual Clauses are replaced by the information in Schedule I, Schedule II, and Schedule III of this Addendum.
- 4.5 To the extent that the UK Information Commissioner's Office issues any standard contractual clauses for the purpose of making lawful International Data Transfers during the term of this Addendum that will impact the transfers of Customer Personal Data or User Personal Data (with such clauses being the "**UK Standard Contractual Clauses**"), to the extent possible, the UK Standard Contractual Clauses shall be deemed to be incorporated into this Addendum and the parties undertake to be bound by the terms of the UK Standard Contractual Clauses effective as of the date of their issuance (unless either party objects to such change) and the parties shall execute a form of the UK Standard Contractual Clauses.

Schedule I

List of Parties and Description of Data Transfers

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. **Name:**
Address:
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses:
Signature and date:
Role (controller/processor): Controller and Joint Controller
2. **Additional Information:** LearningExpress and Customer shall act as Joint Controllers with respect to User Personal Data (as defined in the Agreement). The Joint Controllers shall perform the following responsibilities accordingly:

Customer	LearningExpress
- Personalization: Customer decides whether to enable features of personalized accounts in product - Authorize the processing of end user data by LearningExpress via the Agreement between parties - o Provide legal basis for processing end user data - o Establish the purposes and scope of processing - Implementation of technical and organizational measures to ensure security of network - o Access controls – provide guidelines to LearningExpress for authorizing who may access the product under the customer's subscription - Data Subject Access Requests - o As needed, provides details of requests to LearningExpress if request is received by Customer from end users (in the event that an end user submits a request through	- Implementation of organizational and technical measures - o See Schedule II for details - Maintenance and support of product - o Security patches - o Feature updates - o Technical support - o Availability and up-time - Data storage, including backups - Establish the purposes and scope of processing via the Agreement between Parties - Data Subject Access Requests - o Receives and processes Data Subject Access Requests and honors the data subject rights of information, access, rectification, erasure, restricted processing, data portability, right to object, and the right to avoid automated decision-making - o Manages the contact form, email address, and phone number for intake of privacy requests

Customer	LearningExpress
Customer rather than through LearningExpress)	○ Upon request, notifies customer of data subject request - Provide legal basis for processing end user data ○ Agreement between parties establishes contract to provide services ○ Collection of individual consent and acceptance of terms of use, privacy policy, etc. from end users - Incident response ○ Implementation of process ○ Notification of customer - Subprocessors - vetting and notifying customer of new subprocessors - Privacy Risk Assessments – conduct PRA/DPIA as needed for vendors, features, products, etc. which process personal information

Data importer(s):

For Customer Personal Data:

- Name:** LearningExpress, LLC
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research
Signature and date:
Role (controller/processor): Processor
- Additional Information:** Customer will act as the Controller of Customer Personal Data where Customer Personal Data is processed by LearningExpress. LearningExpress will act as the Processor of Customer Personal Data.
"Customer Personal Data" means the Personal Data that is provided by Customer to LearningExpress or that is processed by LearningExpress on Customer's behalf in connection with the Agreement.

For User Personal Data:

- Name:** LearningExpress, LLC
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research, creation of user profiles
Signature and date:
Role (controller/processor): Joint Controller and Processor

2. **Additional Information:** Customer will act as the Controller of User Personal Data where User Personal Data is processed by LearningExpress. LearningExpress will act as the Joint Controller of User Personal Data.

“User Personal Data” means the Personal Data provided directly by Customer’s end users to LearningExpress through the products and services purchased by Customer.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: Entity information required for handling the subscription and users of applications, including but not limited to students, teachers, employees, authors.

Categories of personal data transferred: First name, last name, email address, authentication information, search information, research notes.

Sensitive Data transferred (if applicable), and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved: Not Applicable.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): Continuous.

Nature of the processing: Providing access to LearningExpress databases; storing user information in customized profiles; facilitating the retrieval of user search history.

Purpose(s) of the data transfer and further processing: To perform the obligations between the parties, per the Agreement, to provide research tools, to personalize the experience and to prevent harvesting. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As long as reasonably necessary, some personalization information will be held until deletion is requested by a customer or user.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Subject Matter: First name, last name, email address, authentication information, search information, research notes

Nature of processing: The nature of processing includes the following: Data storage and software delivery, consent management, fulfilling data subject rights requests. Please also see Schedule III for the link to the Subprocessors for comprehensive information about how specific subprocessors process data.

Duration: Continuous

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority, in accordance with Clause 13, is the Supervisory Authority of Ireland.

Schedule II

Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of Data

LearningExpress shall maintain and use appropriate safeguards to prevent the unauthorized access to or use of Customer Personal Data and to implement administrative, physical and technical safeguards to protect Customer Personal Data. Such safeguards shall include:

1. Network and Application Security and Vulnerability Management:

- a. Measures of pseudonymization and encryption of personal data:
Personal data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256), and in transit using Transport Layer Security (TLS) encryption. Cryptographic key management is in place as outlined in National Institute of Science and Technology (NIST) standard 800-57.
- b. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services:
LearningExpress has an ongoing commitment to certification against relevant International Organization for Standardization (ISO) standards, including ISO standards 27001, 27017, 27018 and 27701 both on-premise and at Amazon Web Services (AWS) managed data centers. LearningExpress is hosted both within the Amazon Web Services platform and within legacy on premise data centers in Ipswich, MA and Boston, MA. Applications and data are distributed for purposes of high availability and resilience. Features such as automatic recovery and automatic scaling have been implemented. Applications together with their container configuration can be redeployed within minutes, if necessary.
- c. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident:
All applications and data are distributed across multiple nodes and the nodes are distributed across multiple availability zones within Amazon Web Services to ensure high availability of the service. The use of a container-based architecture further helps to ensure high availability of the service. For example, applications automatically restart if they encounter issues and if a specific node fails, it is removed from service and traffic is directed to the remaining 'healthy' nodes. Where appropriate, nodes are set to automatically scale to handle unexpected spikes in traffic. Regular service management meetings review the performance and future capacity needs of the service. The infrastructure enables horizontal and vertical scaling to be implemented with significantly reduced lead times compared to a physical infrastructure. For our legacy on premise, LearningExpress' employs two concurrent data centers with failover capabilities in the event that one of the sites experiences an outage. LearningExpress' on-premise data centers are protected with uninterruptable power supplies, fire suppression systems and limited access only to personnel necessary for the ongoing operation of the data centers.
LearningExpress continuously monitors service availability. The current status can be found

here: <https://status.ebsco.com/>

- d. Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing:
LearningExpress contracts third party penetration testing on an annual basis. In addition, vulnerability scans are conducted through an automated code deployment pipeline. Our production environment is scanned continuously. We employ a managed 24/7 security operations team to continuously monitor our environment. LearningExpress regularly applies security updates to our environment following our comprehensive vulnerability management process. These updates are done on a rolling basis using a Scaled Agile Framework for Enterprises (SAFe).

Organizational measures are reviewed twice annually, through an internal audit as well as an external audit conducted on an annual basis by accredited third party auditors. In addition, regular access reviews to sensitive data and systems are conducted on a regular basis.

LearningExpress continually evaluates the security of its network and associated Services to determine whether additional or different security measures are required to respond to security risks or findings generated by periodic reviews.

- e. Measures for the protection of data during transmission:
All data is encrypted in transit using TLS, both from the users' browser to the applications as well as data in transit between LearningExpress systems and subprocessors.
- f. Measures for the protection of data during storage:
Personal Data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256). All data storage is isolated from the public internet by a dedicated firewall to ensure only LearningExpress personnel can access the database.
- g. Measures for ensuring system configuration, including default configuration:
Standardized system configurations are enforced through automated code deployment pipelines where appropriate.
- h. Measures for internal IT and IT security governance and management:
LearningExpress' Governance Risk and Compliance (GRC) Team maintains the LearningExpress Information Security and Privacy Management system (ISPMS). The ISPMS is continuously monitored and improved to conform to or exceed the standards required by ISO 27001, ISO 27701, ISO 27017, and ISO 27108. The LearningExpress ISPMS is comprised of the ISMS-Information Security Management System and PIMS-Privacy Information Management System. External and internal audits of the ISPMS are performed on an annual basis. Security logs are monitored continuously.
- i. Measures for certification/assurance of processes and products:
In addition to the measures for internal IT management and IT security governance above, regular, mandatory training is delivered through an online learning platform to ensure all staff are familiar with their responsibilities and up to date with policies and procedures. Clear processes are in place to manage security related incidents and to liaise with law enforcement if required.

- j. Measures for ensuring data minimization:
LearningExpress follows best practices for minimizing data attributes to only those needed to perform required functions and allow its customers and user patrons the ability to extend the minimum default data set if required.
- k. Measures for ensuring data quality:
Institutions and end users have the ability to review and update their information through a self-service module, or through contacting LearningExpress according to the Privacy Policy. Where applicable, data validation controls are implemented in our environment.

2. Logical access controls:

- a. Measures for user identification and authorization:
A small number of the LearningExpress Team with responsibilities for administering and supporting the system have access to the production environment and databases. This is strictly controlled by role and requires two-factor authentication to gain access.

Customer Administrator access to end user data is only possible through using an LearningExpress admin administrator account. Only personnel designated by the customer and a small number of LearningExpress' privileged users have access to this information.

Customers have the ability to set up different authentication options. Options include, but are not limited to, integration through Single Sign On (SSO) using SAML 2.0, username and password, IP whitelist authentication, patron ID, Google Campus Activated Subscriber Access (CASA), Universal CASA and Cookies.

3. Secure media disposal controls:

- a. Measures for ensuring limited data retention:
It is vital that personal data stored within LearningExpress' systems meets the requirements for data privacy and protection and part of that is ensuring personal data is not retained beyond what is necessary for the defined purpose.

In many cases, LearningExpress allows the ability for customers to anonymize end user data by pseudonymized SSO configuration or removing the option for User Patrons to personalize.

- b. Measures for allowing data portability and ensuring erasure:
Upon request or through the self-service module, LearningExpress customers can extract Database Usage Reports, Interface Usage Reports, Link Activity Reports, Login Usage Report and Title Usage Reports. This data can also be obtained upon request at contract termination, or at any time through LearningExpress admin.

4. Logging Controls:

- a. Measures for ensuring events logging:

LearningExpress allows customers to view database usage reports, interface usage reports, link activity reports, login usage reports and title usage reports through LearningExpress admin.

LearningExpress employs Security Information and Event Management (SIEM) logs across our resources. These logs are monitored internally by our information security team and 24/7 managed security operations center (SOC). No customer action is required, and customers do not have access to these internal logs.

5. Personnel Controls:

Contracts for new staff and the onboarding process emphasize individual responsibilities for information security and the potential penalties for misuse. Staff resignations trigger an automated process to ensure access rights to LearningExpress' systems are revoked in a timely fashion.

The IT Acceptable Use Agreement covers the acceptable use of LearningExpress' information assets. It is issued to both permanent and contract staff and forms part of the induction for new starters.

Security awareness training is delivered through LearningExpress' online training platform. It is delivered at least annually and is mandatory for all employees.

6. Physical security and environmental controls:

- a. Measures for ensuring physical security of locations at which personal data are processed:
LearningExpress is committed to ensuring the safety of its employees, contractors and assets and takes the issue of physical security very seriously. LearningExpress has a comprehensive set of physical security controls which ensure that its data centers and offices are sufficiently protected. Access to data centers is limited only to necessary personnel, and all access is logged and reviewed for abnormalities.

LearningExpress also contracts with AWS for the processing of customer data. AWS provides world class security within their hosted data centers. For more information on physical security in AWS hosted environments see: <https://aws.amazon.com/compliance/data-center/controls/>.

Schedule III

List of Subprocessors

MODULE TWO: Transfer controller to processor

The controller has been notified of the use of the subprocessors linked below may be utilized at the time of contract execution. For an updated list of subprocessors, please see www.ebsco.com/subprocessors.

EBSCO LEARNINGEXPRESS SERVICE LEVEL AGREEMENT

Availability

Definitions

The Service – The Service (LearningExpress) is defined as the application that provides online e-learning services to the customer's end users/patrons. Administrative and ancillary applications are not considered a core part of the service and are therefore not subject to this Service Level Agreement.

Downtime – Downtime is any period of time greater than 10 minutes in duration, in which end users cannot use the service for its intended purposes including searching, viewing results, accessing tests, tutorials, eBooks, articles, etc. Downtime may manifest itself as the inability to complete actions due to application errors or may result from slow performance. LearningExpress will be the sole party responsible for measuring and reporting Downtime.

Availability – Availability is the numeric inverse of downtime. For any given period of time that users can use the service for its intended purposes, the application is Available. Downtime plus Availability shall equal 100% of the time in a given year. LearningExpress will be the sole party responsible for measuring and reporting Availability.

Performance – Performance is defined as the amount of time for pages to be delivered to the end user's browser from the instant their request was submitted. This is referred to as End-To-End Performance. The Service will consist of several pages that will contribute to the site's overall Performance. LearningExpress will be the sole party responsible for measuring and reporting site Performance.

Service Availability

LearningExpress's commitment is to ensure that the service is available 99.9% of the time per year, excluding any planned maintenance. This equates to no more than 8.76 hours per year of unplanned Downtime. In the event that the Service exceeds 8.76 hours of unavailability, any subsequent incident of unplanned downtime per day would result in LearningExpress extending the customer's subscription by one day per incident. No more than one day of subscription extension would be granted for any amount of Downtime incurred in a 24-hour period.

Service Performance

The Service is designed to have all pages be delivered in an average of 5 seconds or less for North American customers. If the average page response time is greater than 5 seconds for more than 12 consecutive hours, LearningExpress will extend the customer's subscription by one day.

Planned Maintenance

While LearningExpress operates the Service in a manner that is designed to be available 24 hours per day, 365 days per year, it reserves the right to plan maintenance that would cause Downtime. It shall limit Downtime due to Planned Maintenance to less than 8 hours per year.

BlueRecruit Terms and Conditions and Privacy Policy

Terms and Conditions

These terms and conditions govern your use of the BlueRecruit and its affiliated products, (“BlueRecruit”, “BlueCareer”, and “Booker”) website and any associated services. By accessing or using our website, you agree to be bound by these terms and conditions. If you disagree with any part of these terms and conditions, please do not use our website.

User Conduct

Users are prohibited from engaging in activities such as posting defamatory content, infringing on intellectual property rights, spamming, using automated systems to interact with the platform, and any other activity that disrupts the functioning of the website.

Intellectual Property

All content provided on the platform, including text, graphics, logos, and images, is the property of BlueRecruit, BlueCareer and Booker or its licensors and is protected by copyright and trademark laws. Users may not use, reproduce, or distribute any content without prior written permission.

Limitation of Liability

BlueRecruit, BlueCareer and Booker does not warrant the accuracy, completeness, or usefulness of any information on the platform. Users rely on such information at their own risk.

Indemnification

Users agree to indemnify, defend, and hold BlueRecruit and its affiliates harmless from any claims, liabilities, damages, losses, or expenses, including legal fees, arising from their use of the platform.

Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. Any disputes arising from these terms shall be resolved in the courts of Delaware.

Subscription Services

BlueCareer by BlueRecruit offers monthly and annual subscription services. By subscribing, you agree to the following terms:

1. **Refunds:** We do not provide refunds for subscription fees. All charges are non-refundable.
2. **Cancellation:** To avoid being charged for the next billing period, you must cancel your subscription prior to the renewal date.

3. **Age Recommendation:** Our services are recommended for individuals aged 14 and above. Parents or guardians are encouraged to supervise minors' use of our platform due to the presence of YouTube and Instagram content. While YouTube content is available in the platform, a user must have access to an Instagram account to view any content on Instagram.
4. **No Guarantee of Employment:** BlueCareer by BlueRecruit does not guarantee employment opportunities or compensation. We provide a platform for connecting users with potential opportunities, but we do not guarantee outcomes or pay.
5. **Third-party Content:** We may highlight products and individuals on our platform, but we do not own or control their content. We are not liable for any information, services, or experiences users have with these products and individuals.

BlueRecruit offers monthly and annual subscription services to employers. By subscribing, you agree to the following terms:

1. **Refunds:** We do not provide refunds for subscription fees. All charges are non-refundable.
2. **Cancellation:** To avoid being charged for the next billing period, you must cancel your subscription prior to the renewal date.
3. **No Guarantee of Employment:** BlueRecruit does not guarantee that open roles will be filled by the job seekers on our platform. We provide a platform for connecting users with potential opportunities, but we do not guarantee outcomes. If you would like to receive assistance in best practices, you can contact support@bluerecruit.us.
4. **Third-party Content:** We may highlight products and individuals on our platform, but we do not own or control their content. We are not liable for any information, services, or experiences users have with these products and individuals.

Messaging Terms & Conditions

General

When you opt-in to the service, we will send you a message to confirm your signup.

By opting into messages, you agree to receive recurring automated marketing and informational text messages from BlueRecruit for BlueRecruit. Automated messages may be sent using an automatic telephone dialing system to the mobile telephone number you provided when signing up or any other number that you designate.

Message frequency varies, and additional mobile messages may be sent periodically based on your interaction with BlueRecruit. BlueRecruit reserves the right to alter the frequency of messages sent at any time to increase or decrease the total number of sent messages. BlueRecruit also reserves the right to change the short code or phone number where messages are sent.

Message and data rates may apply. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. Your wireless provider is not liable for delayed or undelivered messages.

Your consent to receive marketing messages is not a condition of purchase.

Carriers

Carriers are not liable for delayed or undelivered messages.

Cancellation

You can cancel any time by texting “STOP”. After you send the SMS message “STOP”, we will send you a message to confirm that you have been unsubscribed and no more messages will be sent. If you would like to receive messages from BlueRecruit again, just sign up as you did the first time and BlueRecruit will start sending messages to you again.

Info

For support regarding our services, email us at support@bluerecruit.us.

Transfer of Number

You agree that before changing your mobile number or transferring your mobile number to another individual, you will either reply “STOP” from the original number or notify us of your old number at support@bluerecruit.us. The duty to inform us based on the above events is a condition of using this service to receive messages.

Amendments & Resolution

We also reserve the right to update our policies and terms at any time. Such changes will be effective immediately upon posting. Your continued enrollment following such changes shall constitute your acceptance of such changes.

Any disputes arising from these terms and conditions or the use of the platform will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

If you have any questions or concerns, please contact us at support@bluerecruit.us.

Privacy Policy

At Blue Recruit Inc. (“BlueRecruit”), accessible from <https://bluerecruit.us>, <https://app.bluerecruit.us>, and <https://app.bluecareer.us>, one of our main priorities is the privacy of our visitors. This Privacy Policy document contains types of information that is collected and recorded by BlueRecruit and its affiliated products, (“BlueRecruit”, “BlueCareer”, and “Booker”) and how we use it.

If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us at contact@bluerecruit.us

This Privacy Policy applies only to our online activities and is valid for visitors to our website with regards to the information that they shared and/or collect in BlueRecruit. This policy is not applicable to any information collected offline or via channels other than this website.

Log Files

BlueRecruit follows a standard procedure of using log files. These files log visitors when they visit websites. All hosting companies do this and a part of hosting services' analytics. The information collected by log files include internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analyzing trends, administering the site, tracking users' movement on the website, and gathering demographic information.

Cookies and Web Beacons

Like any other website, BlueRecruit uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information. We use session cookies to keep you logged in while navigating our website and persistent cookies to remember your preferences for future visits.

Google DoubleClick DART Cookie

Google is one of a third-party vendor on our site. It also uses cookies, known as DART cookies, to serve ads to our site visitors based upon their visit to www.website.com and other sites on the internet. However, visitors may choose to decline the use of DART cookies by visiting the Google ad and content network Privacy Policy at the following URL

– <https://policies.google.com/technologies/ads>

Third-party ad servers or ad networks uses technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on BlueRecruit, which are sent directly to users' browser. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their advertising campaigns and/or to personalize the advertising content that you see on websites that you visit.

Third Party Privacy Policies

BlueRecruit's Privacy Policy does not apply to other advertisers or websites that we may refer you to from our website. Thus, we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt-out of certain options.

We may share your data with third-party providers who perform services on our behalf, such as payment processing, data analysis, email delivery, hosting services, customer service, and marketing assistance. To view the full list of our sub-processors, [click here](#).

You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers' respective websites.

CCPA Privacy Rights (Do Not Sell My Personal Information)

Under the CCPA, among other rights, California consumers have the right to:

- Request that a business that collects a consumer's personal data disclose the categories and specific pieces of personal data that a business has collected about consumers.
- Request that a business delete any personal data about the consumer that a business has collected.
- Request that a business that sells a consumer's personal data, not sell the consumer's personal data.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us at [**support@bluerecruit.us**](mailto:support@bluerecruit.us).

GDPR Data Protection Rights

We would like to make sure you are fully aware of all of your data protection rights. Every user is entitled to the following:

- The right to access – You have the right to request copies of your personal data. We may charge you a small fee for this service.
- The right to rectification – You have the right to request that we correct any information you believe is inaccurate. You also have the right to request that we complete the information you believe is incomplete.
- The right to erasure – You have the right to request that we erase your personal data, under certain conditions.
- The right to restrict processing – You have the right to request that we restrict the processing of your personal data, under certain conditions.
- The right to object to processing – You have the right to object to our processing of your personal data, under certain conditions.
- The right to data portability – You have the right to request that we transfer the data that we have collected to another organization, or directly to you, under certain conditions.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us at [**support@bluerecruit.us**](mailto:support@bluerecruit.us).

Children's Information

Another part of our priority is adding protection for children while using the internet. We encourage parents and guardians to observe, participate in, and/or monitor and guide their online activity.

BlueRecruit does not knowingly collect any Personal Identifiable Information from children under the age of 14. If you think that your child provided this kind of information on our website,

we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.

BlueRecruit requires that all registered users are at least 16 years old and BlueCareer users are at least 14 years old and/or have parental consent.

The Information We Collect

On BlueRecruit, we collect the bare minimum information to get you connected with an employer: your name, location, contact information (email, phone), and your certifications. Our deep pool of employers are looking for great, qualified, motivated candidates and this information helps them learn more about you and contact you.

On BlueCareer, we will collect your email address require a password in order to authenticate your access and display any saved progress or resources upon login.

We also, from time to time, we do transfer **anonymized** data to schools, libraries, non-profits, for-profits, and state and local governments to help them better understand the employment picture. No personal data will ever be shared unless you have opted into having it shared with an organization.

You can access and update your personal information through your account settings. If you need assistance, please contact us at support@bluerecruit.us.

We retain your personal data for as long as your account is active or as needed to provide you services. We may also retain and use your data to comply with legal obligations, resolve disputes, and enforce our agreements.

How We Protect your Privacy

We understand that your privacy is paramount, so we design privacy into technology. We use industry-leading technologies and well-respected partners to ensure your data is always protected. We store personal data in encrypted databases and ensure it is encrypted when it is in motion. We employ secure socket layer (SSL) technology to protect your data in transit and standard encryption methods when your data is at rest.

How Employment Data is Shared

At BlueRecruit, we value your privacy and are committed to protecting your personal information. This section explains how we collect, use, and disclose the hiring data provided to us by companies. By using our services at no cost, you consent to the collection and use of your information as described in this policy.

Libraries: Libraries will have access to anonymized and collective data for their library members who have been hired through BlueRecruit. We will provide libraries with information such as the number of people hired collectively by their trade and the average pay given by trade. However, libraries will never be able to see your company name, the job seeker's name, or your individual company's job offers. This ensures the privacy and confidentiality of all parties involved.

Non-profits: Similar to libraries, non-profits will have access to anonymized and collective data. However, they may receive more localized information, including pay and trade by zip code. As with libraries, non-profits will not have access to specific company names, job seeker identities, or individual job offers.

Workforce Development Organizations and Schools: Workforce development organizations and schools will be able to view information at the individual job seeker's level. However, we will not share any of your company's information unless you provide it to us and the job seeker is hired. If the job seeker has dropped out of your interviewing process and not been hired, your company's information will never be visible to the organization. Once the job seeker is hired, we will display your company name, pay, the job title of your new hire, the BlueRecruit user, and their contact information that provided the hiring data.

Purpose of Data Sharing: We display this information because any organization that wishes to maintain their accreditation or receive federal funding must track their graduates' employment history for 1 to 5 years. Schools often spend significant resources to gather this data, and by sharing it with us, you help save them precious dollars that can be reinvested into hiring more instructors and expanding their curriculum. The data you provide will only be shared for internal and accreditation reporting purposes and will never be publicly shared.

Security Measures: We take the security of your data seriously and have implemented measures to protect it from unauthorized access, disclosure, alteration, and destruction. We use industry-standard encryption technologies to safeguard your information during transmission and storage.

MyHeritage - Terms and Conditions



These Terms and Conditions were last updated on December 2, 2025.

If you haven't reviewed them since that date, please do so now.

Welcome to MyHeritage

MyHeritage is an online service that allows members to build their family trees; upload and enhance family photos, search historical records and newspapers, perform DNA testing and receive genetic genealogy and genetic health analysis (the **"Service"**). The Service is owned and operated by MyHeritage Ltd. (hereafter **"MyHeritage"**, 'we', 'our' or 'us'). 'You' means an adult user, over the age of 13, of the Service (in some jurisdictions the minimum age may be higher, see section "Underage Users" below). Any use of the MyHeritage website (myheritage.com or myheritage.* on other top-level domains), the OldNews.com website or the MyHeritage and Reimagine mobile applications for iOS and Android (collectively, the **"Website"**), and the Service is subject to compliance with the Terms and Conditions in this document. Please read them carefully, because by using the Website you agree to be bound by them and to enter into an agreement with us based on them (this **"Agreement"** or **"Terms"**), whether or not you register as a member in MyHeritage (**"Member"**). The Website is part of a group of websites that we own and operate (the **"MyHeritage Website Group"**) which also includes Geni.com.

For U.S. customers and U.S. individuals: This Agreement includes arbitration and class action waiver provisions that waive your right to a court hearing, right to a jury trial, and right to participate in a class action. Arbitration is mandatory and is the exclusive remedy for any and all disputes unless specified below. These provisions form an essential basis for our Agreement.

This Agreement applies to any use of the Service, including but not limited to: a) submitting DNA samples, b) receiving and interacting with genetic genealogy analysis (the **"DNA Genealogy Services"**); c) receiving and interacting with genetic health analysis (the **"DNA Health Services"**); and d) downloading your raw DNA data (collectively, the **"DNA Services"**). The Service includes the DNA Services.

This Agreement incorporates by reference additional policies and guidelines, including the **DNA Informed Consent**, and the **Privacy Policy**, which explains how we collect and use your personal data. Please read all of these documents carefully to understand your rights and responsibilities when using the Service.

If you do not agree with any provision in this Agreement, do not use the Service and the Website. We reserve the right to modify these Terms and Conditions from time to time, in our sole discretion, and such modification shall be effective immediately upon its posting on the Website.

You agree to be bound to any changes to this Agreement if you continue to use the Service after any modification is posted.

The Service

MyHeritage Family Sites and Additional Services

Our content standards

This section explains our standards for user-provided content on the Website, the steps you can take to report content that you believe is illegal or in breach of our standards and the steps we take if we are made aware of such content.

MyHeritage allows you, as a Member, to post content into MyHeritage family sites and other parts of the Website, and to control and limit access to such content by other users on the MyHeritage Website Group. Please select carefully the information you post to the Website and refrain from posting any illegal or unsuitable content, as detailed below. We will not edit or monitor user-provided content, but we reserve the right to remove any user-provided content which comes to our attention and which, in our sole discretion, breaches this Agreement or any law or regulation.

You shall refrain from posting to the Website, or sending or making available through it, the following content, which is prohibited:

- Photographs, videos and other content which include nudity, sexuality, pornography, indecency, vulgarity, violence or any offensive subject matter.
- Any content which may violate the privacy or breach the confidentiality of other people, including your family members.
- Any personal information, including photos or email addresses, of living individuals (other than your own), if posted without their consent.
- Any information relating to minors or underage children, which identifies them, their personal details or contact information, without the consent of their parent or guardian.
- Any content which doesn't belong to you or which you do not have a right to use.
- Any content that infringes the intellectual property or other rights of others, including copyrights and trademarks. You should not reproduce content that belongs to others, including photographs, without permission of its owner.
- Any content which is obscene, indecent, defamatory, derogatory, fraudulent, abusive, hateful, false, misleading, inaccurate, malicious, offensive, harassing, threatening, or could incite racial, religious or ethnic hatred.

- Any content that could cause anyone alarm, annoyance, anxiety, embarrassment, offence or distress.
- Any content that could prejudice any active legal proceedings of which you are aware; is unlawful or promotes unlawful activity.
- Any computer virus, trojan or other malicious code.
- Any content that violates our [Privacy Policy](#).
- Any content that is in any other way unlawful.
- Any content that we reasonably deem to be inappropriate.

Reporting content

If you believe that any content available through the Website is unlawful or otherwise breaches our standards described above ('**Improper Content**'), please report it to privacy@myheritage.com along with your name (unless it's exempt under applicable law).

When you report Improper Content, then by submitting your report you confirm your honest belief that the information and allegations in the report are accurate.

Our content moderation

In response to a report about Improper Content, we may take any of the following actions:

- remove content that we reasonably believe breaches our standards;
- suspend or terminate any person's access to the Website or any part of it;
- take no action, If we reasonably believe the content does not breach our standards

We will notify you of the outcome of our review. If we decide to remove content we may, where relevant, also notify the person who uploaded that content, or any person whose access to the Website we suspend or terminate, as applicable.

If you don't agree with our moderation decision, you can appeal the decision, by responding to the email informing you of our decision.

Disclosures

We may need to disclose information about a person posting illegal content, if required by law.

Your use of the Website or Service

When using the Website or Service, you must comply with our content standards (see above), and you must not:

- Impersonate anyone else, or use a false name.
- Hold yourself out as an employee or representative of MyHeritage Ltd. or its affiliates.
- Stalk or harass other users without their consent or after any has been withdrawn explicitly or implicitly.
- Send commercial emails, spam emails, unsolicited bulk emails or any other inappropriate email.
- Do anything that might damage our name or reputation.
- Restrict or inhibit any other person from using the Website.
- Exploit for commercial purposes any portion of the Website.
- Perform any activity that requires any form of payment from other people.
- Advertise or offer products or services.
- Post links to any websites outside the MyHeritage Website Group.
- Use someone else's credit card or payment method without their permission.
- Conduct or participate in a legal or forensic investigation.
- Use the Website to search for plaintiffs, records, and/or other materials for taking legal action against MyHeritage or its affiliates.

You must not copy or store electronically any part of the Website or its contents, or make available, distribute, or sell any part of the Website or its contents, or systematically download content and data from or through the Website to create or populate another database. Scraping, crawling or harvesting of any pages and any content from the Website is strictly prohibited.

Running macros or scripts to automate activities on the Website, such as photo upload, photo colorization, color restoration, or any other photo enhancements, is strictly prohibited. Splitting videos into frames to colorize the frames on MyHeritage is strictly prohibited. Violation of any of these prohibitions may result in the immediate termination of your membership, deletion of your account and may result in legal action against you.

Reselling any MyHeritage products (including, without limitation MyHeritage DNA kits) is strictly prohibited. Buying MyHeritage DNA kits and selling them to someone else is strictly prohibited.

Any activity on the Website, that is brought to our attention and is in violation of applicable law, as determined in our sole discretion, may be brought to the attention of the proper authorities.

Guidelines for MyHeritage members

A MyHeritage family site is a place where members share content with other members. This may create conflicts between members. The following guidelines apply to all MyHeritage members, including you:

- Members must obtain permission from living family members before posting information about them, and if they still do so without permission, it is the responsibility of the family site's owner – the Member who created the family site.
- If we receive a complaint about information posted on a family site about a person or close relative of a person, against this person's wish, we reserve the right to delete that information even if the owner of the family site wants to keep the information there. In case of a dispute with the Member who owns the site, we are allowed to ban this Member and remove them from the Website at our discretion. If the Member is a subscriber, we will refund their latest subscription payment.
- The right of a person to request not to be listed in a family site is stronger than the right of the owner of the family site to list that person in it.
- If you encounter personal information on the Website that was entered by another member that you want removed, email a request to privacy@myheritage.com. We will try to process your request within one week. We may attempt to first resolve the dispute amicably by contacting the member who entered the information or is responsible for it, and give them time to respond. We will cooperate with you to make sure that the information you want to remove is eventually removed. If necessary, we will also help you with removing such information from the index of search engines like Google, but note that removal of information from search engines is outside our control and responsibility.
- Copying information or photos from other family sites or from external websites without permission of their owners is prohibited and members who do this may be banned from the Website at our discretion.
- Inviting other people to be members in your family site, or approving their membership requests, will give them access to the family site and they might copy parts of it. If that happens, it is the responsibility of the member who made the invitation or approved the membership request, and not ours. If an invitation or membership request approval were made in error, the family site owner can remove that member from the family site to revoke their access.
- Family sites are open by default to visitors but details of living people in the family tree, except for their last name, are censored. For maximum privacy, family site owners can turn their sites private, turn the photo albums private and turn off Smart Matching™.

Smart Matching™ is a service that makes genealogical discoveries for you, by matching your family tree to other family trees, but this benefit comes with a drawback: owners of other family sites can see parts of your family tree that matched with theirs (except living people in your tree not found in their tree, who will remain censored). If this is a concern, turn off Smart Matching™ by clicking on "My privacy" in the account drop-down menu at the top right corner of the Website, clicking on the "Content" tab below the name of your tree, unchecking the "Enable Smart Matching™" options and clicking "Save". If you leave Smart Matching™ enabled for your family tree, you are taking responsibility that other members may see parts of your family tree.

We make available a number of services that are powered by third-party Artificial Intelligence (AI) technology providers, including OpenAI and Gemini. These services include:

* AI Record Finder™: a service based on AI that allows users to converse with an assistant in a chat interface to find records about ancestors and relatives.

* AI Biographer™: a service based on AI that allows users to create a biography of a deceased or notable person.

These services can be used, at your option, to search and summarize different sources of data, including data from MyHeritage (which includes information supplied by other MyHeritage members) and data provided to MyHeritage by third-parties, to benefit your family history research. If you choose to use these services you agree that the information you will enter during your searches, including personal information, will be shared with the AI technology provider(s) and processed to provide you with the service results. You further agree that you will not enter sensitive personal information (also known as 'special category data' including, for example, health data or genetic data) in the chat interface. AI Record Finder™ is not designed to prompt you to enter such information. As with any AI-based technology, the outputs of these services may contain mistakes.

We reserve the right, in our sole discretion, to remove any content posted by you, or any family site, or to restrict, suspend, or terminate your access to any part of the Website at any time, for any or no reason, with or without prior notice, and without any liability, financial or otherwise.

Once you post content to the Website, including family trees and photos, it may become searchable and accessible to other people on the Website or the MyHeritage Website Group, depending on permission settings in your control. Based on your permission settings, other users may be able to find, view, copy, download, store, and sometimes edit or delete content that you post. You agree that other users may access your family site and take the actions described above.

You may delete content that you previously posted on the Website; however, if others have downloaded or stored copies of the content, it may still be publicly viewable.

Other users may contact you through the Website regarding content you upload. We may send you an email notification when you have a new message on the Website. You can change your

email settings in the "My Account" section if you prefer not to receive such notifications.

Recommender Systems

We utilize certain systems that may be considered as recommender systems, which include Record Matches, Smart Matches™, Instant Discoveries™ and Search Alerts. These systems are designed to filter MyHeritage and user content to suggest content that may be relevant to you. Record Matches recommend historical records that may be related to individuals in your family tree. Smart Matches™ finds matches between family trees. Instant Discoveries™ are bundles of family history information that you can add to your tree. A Search Alert is an email notification informing you that new records were found for a search you previously conducted on MyHeritage.

DNA Services

Your use of the DNA Services is subject to this Agreement and the MyHeritage Privacy Policy.

When you order a MyHeritage DNA kit and submit a DNA sample to us, we process it and generate DNA markers and haplogroups ("**DNA Results**"). We perform genetic genealogy analysis of the DNA Results, and produce DNA Matches and Ethnicity Estimates (collectively, "**DNA Genealogy Reports**"). If you purchase a MyHeritage DNA health upgrade, or if you purchased a MyHeritage DNA Health test (no longer offered), we perform genetic health analysis of the DNA Results, and produce Genetic Risk Reports and Carrier Status Reports (collectively, "**DNA Health Reports**", and together with the DNA Genealogy Reports, "**DNA Reports**"). If you provide explicit consent for the Ancient Origins product, the DNA Reports will include the Vector and the Ancient Origins reports. If you provide explicit consent for the DNA Traits product, the DNA Reports will include your personalized DNA Trait reports.

To use the DNA Services, you need to register as a Member on the Website, but you are not required to become a subscriber.

The DNA Genealogy Services are currently not available to residents of: Israel, Russia, Iran, Libya, Sudan, Somalia, North Korea, Lebanon and Syria ("**Restricted Locations for DNA Genealogy**"). The DNA Health Services are currently not available to residents of: Israel, Russia, France, Germany, Austria, Switzerland, Turkey, Spain, Norway, Iran, Libya, Sudan, Somalia, North Korea, Lebanon and Syria, and the states of Rhode Island, New Jersey and New York, ("**Restricted Locations for DNA Health**"). Residents of France and Israel are not permitted to purchase DNA test kits from MyHeritage. By authorizing the DNA Services, or submitting a DNA sample for testing, you represent that you are at least eighteen (18) years of age and are not a resident of the Restricted Locations for DNA Genealogy or the Restricted Locations for DNA Health, and you represent that you have read, understood, and agree to be bound by this Agreement and to the collection and use of your DNA sample and DNA Results and the provisioning by us of the applicable DNA Reports. In addition, you represent that any DNA

sample you provide is either your DNA or the DNA of a person for whom you are a legal guardian or have obtained legal authorization to provide their DNA to us.

Any use of the DNA Services for law enforcement purposes, forensic examinations, criminal investigations, "cold case" investigations, identification of unknown deceased people, location of relatives of deceased people using cadaver DNA, and/or all similar purposes, is **strictly prohibited**, unless a court order is obtained. It is our policy to resist law enforcement inquiries to protect the privacy of our customers. Submitting "ancient DNA" (DNA data obtained from archaeological excavations) or "artifact DNA" (DNA data extracted from physical objects) to the Website is also strictly prohibited.

By submitting DNA samples to us, you give us permission to extract the DNA from the samples, perform genetic analysis on the DNA, disclose the results by providing the DNA Reports to you and to others that you authorize, to store the samples for additional genetic testing in the future (subject to your explicit approval) and to allow you to download the DNA Results, in each case subject to this Agreement and the Privacy Policy. You acknowledge that if you download your DNA Results: 1) this will create a copy that is not protected by MyHeritage's security and privacy settings; 2) such download and the storage of your DNA Results shall be made at your own risk; and 3) MyHeritage will not have any control over the downloaded DNA Results and shall not be liable to you or to any third party regarding such download or storage.

We do not claim any ownership rights in the DNA samples, the DNA Results or the genetic genealogy and genetic health information in the DNA Reports. All genetic genealogy and genetic health information derived from the DNA samples and the DNA Results, or appearing in the DNA Reports, belongs to the person from whom the DNA was collected, subject only to the rights granted to us in this Agreement. You acknowledge that by providing DNA samples or DNA Results to us, you grant, and you represent that you have the right to grant, to us the right to receive, use, display, and create derivative works of the DNA samples, the DNA Results and the DNA Reports solely through the DNA Services, for commercial and non-commercial purposes and MyHeritage's (and its successors') business, and that you acquire no rights in any research or commercial products that may be developed by us that may relate to your DNA.

If you choose to use the Ancient Origins product, and provide explicit consent for it, MyHeritage will process your DNA data to calculate a 25-dimensional vector, derived from comparing the DNA data to a reference of modern and ancient populations that existed centuries and millennia ago, and is known as DeepAncestry Coordinates (the "Vector"). The Vector will then be shared anonymously with MyHeritage's partner IllustrativeDNA (without your name, email or any other identifying information) so they can create the Ancient Origins reports that MyHeritage will display to you. If you provide explicit consent for the Ancient Origins product, the DNA Reports will include the Vector and the Ancient Origins reports. IllustrativeDNA committed not to use the Vector other than for the provision of the service to us, and to delete it immediately after each session.

If you choose to use the MyHeritage DNA Traits product, we will process your DNA data (subject to your explicit consent) to examine specific genetic markers known to influence physical, personality, and behavioral characteristics. We will then present you with your personalized DNA Trait reports. These reports are created using technology licensed from our partner SelfDecode, run on our own infrastructure. No DNA data or other personal information is shared with SelfDecode. Please note, that the DNA Trait reports are provided for informational and entertainment purposes only. They are not intended to diagnose, prevent, or treat any disease or medical condition. Many traits are influenced by multiple factors, including environment, lifestyle, and family history. Genetic variants typically explain only a small fraction of the variation seen across individuals. You should not change your diet, exercise, medications, or health behaviours on the basis of the DNA Trait reports. Always seek the advice of your physician or another qualified healthcare provider regarding your health, medical condition, or treatment.

We will, if requested by you, destroy the DNA sample provided by you. To request destruction of your DNA sample, contact us as indicated in the "Contact Us" section below. In addition, you can, at any time, delete your DNA Results and DNA Reports from the Website by using the delete function from the "Manage DNA kits" page, or request MyHeritage Customer Support to do this for you.

By submitting DNA samples or DNA Results to us, of yourself or any person from whom you obtained legal authorization as described in this section, you grant us a royalty-free, worldwide license to use your DNA samples, the DNA Results and the resulting DNA Reports to the minimum extent necessary to allow us to provide the Service to you. The license you grant to us is not perpetual: it is revocable as you are able at any time to delete your DNA Results and DNA Reports permanently from the Website and to have us destroy your DNA samples. You release us from any claims, liens, demands, actions or suits in connection with the DNA testing, DNA samples, DNA Results and/or DNA Reports, including, without limitation, errors, omissions, claims for defamation, invasion of privacy, right of publicity, emotional distress or economic loss -- even if you stop using the Website or the DNA Services.

By submitting a DNA sample to us, you agree that it will be stored in the United States and confirm that you aren't subject to any export ban or restriction in the country of residence. You also agree that you have the authority, under the laws of the state or jurisdiction in which you reside, to provide the representations in this Agreement and you explicitly waive any laws or regulations relating to DNA samples, DNA Results and/or DNA Reports and their storage from the state or jurisdiction in which you reside.

We reserve the right, in our sole discretion, to reject or remove any DNA Reports and/or DNA Results submitted by you or provided by us following processing of your DNA sample, or to restrict, suspend, or terminate this Agreement or your access to any part of the DNA Services at any time, for any or no reason, with or without prior notice, and without liability, except that we will refund you if you purchased a MyHeritage DNA kit from us and we exercised this right.

Eligibility

Use of the DNA Services is void where prohibited. You may use the DNA Services only if you are eighteen (18) years of age or older and are legally capable of forming a binding contract with us. You must not use the DNA Services if your use violates any law or regulation in your jurisdiction of residence. By authorizing the DNA Services, you represent that (a) the DNA sample and/or the DNA Results submitted by you belong to you or, solely with respect to the DNA Genealogy Services, to someone for whom you have legal authorization to submit the sample and/or DNA Results; (b) you are eighteen (18) years of age or older; and (c) your use of the DNA Services does not violate any applicable law or regulation. If any minor uses the DNA Genealogy Services, the parent or guardian of that minor will be held responsible for the minor's actions. If, solely for purposes of the DNA Genealogy Services, you submit a DNA sample of a minor you must be the minor's parent or legal guardian and provide written confirmation of such in a format acceptable to us if we request it. If you have reason to believe you have an active infectious disease, condition or disorder please do not submit your sample to us until that disease, condition or disorder is no longer infectious or has been cured.

Term

If we believe this Agreement or any portion of it have been breached, your DNA sample may not be processed, your DNA Results and DNA Reports may be deleted, and your membership may be terminated without notice. Even after membership is terminated, the terms set forth in this Agreement will remain in effect.

You may delete DNA Results and DNA Reports associated with your account at any time, for any reason.

Non-commercial Use by Members

The DNA Services are for the personal, private and informational use of members only and may not be used in connection with any commercial or research endeavors unless explicitly approved in writing by us in advance. Illegal and/or unauthorized use of the DNA Services, including collecting DNA Results or DNA Reports of others, is prohibited. We reserve the right to protect and enforce all rights associated with the DNA Services offered.

Proprietary Rights in Content

Except for content posted by you, or expressly permitted by the privacy settings of another member, you may not copy, display, modify, publish, distribute, license, or sell any content appearing on the Website or the DNA Services.

Responsibilities and Liabilities

You are solely responsible for the DNA samples and DNA Results you submit to us through the DNA Services and for your interactions with other users. MyHeritage does not control or endorse any actions resulting from your participation in the DNA Services and, therefore, MyHeritage specifically disclaims any liability with regard to any actions resulting from your participation in

the DNA Services. We make no warranties, express or implied, as to the DNA Results and DNA Reports or to the accuracy, reliability, comprehensiveness, completeness, quality, security or fitness for purpose of the Website or the DNA Services.

By using the DNA Services, you acknowledge that you may learn information you do not anticipate from the DNA Reports. This information may evoke strong emotions and has the potential to alter your life and worldview. You may discover things about yourself that trouble you and that you may not have the ability to control or change (e.g., that your father is not genetically your father, or your ethnicity is not what you thought it is, or surprising facts related to your ancestry), or that you have a higher than average risk of developing a condition like Alzheimer's disease). Once you obtain this information, the knowledge is irrevocable. You should not assume that any information we may be able to provide to you, will be welcome or positive. These outcomes could have social, legal, or economic implications.

You further acknowledge that your use of the DNA Services and receipt of the resulting DNA Reports may have serious implications not only for you, but also for your immediate or other family members, since they share some of your DNA. If you are in any way concerned about any such potential implications, DO NOT USE the DNA Services.

If you export your raw DNA data from MyHeritage and upload it to a third-party service for health analysis, you do so solely at your own risk. Some genetic information that MyHeritage has not validated may be exposed, and MyHeritage does not take responsibility for such information as the DNA data for some variants may be miscalled.

You agree to indemnify and hold MyHeritage, its employees, directors, subsidiaries, affiliates and any third party acting on our behalf, and their respective employees and officers, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made due to or arising out of your use of or access to the DNA Services and any implications of such use.

DNA Health Services

You may use the DNA Health Services only if you are eighteen (18) years of age or older.

Health Questionnaire

Before providing you with the DNA Health Reports, we will collect certain self-reported family health history information from you about you and your family members using a questionnaire (the **Health Questionnaire Information** and the **Health Questionnaire**, respectively). The Health Questionnaire Information will allow us to determine your eligibility to some of the DNA Health Reports and, if you are eligible to some of the DNA Health Reports, the Health Questionnaire Information will allow us to facilitate the provision and communication of the DNA Health Reports to you. Therefore, you must complete the Health Questionnaire in full.

Before providing information about others, you must obtain any necessary consent from anyone about whom you want to provide Health Questionnaire Information. Your Health Questionnaire Information will be kept and used by us in accordance with our Privacy Policy. You may delete or edit your Health Questionnaire Information by contacting our Customer Support. For more information, please see the Privacy Policy.

Genetics is Only Part of the Picture

The DNA Health Reports provide genetic risk information based on assessment of specific genetic variants but do not report on your entire genetic profile. The DNA Health Reports do not detect all genetic variants related to a given disease, and the absence of a variant tested does not rule out the presence of other genetic variants that may be related to the disease.

In addition, for most diseases, the genes we know about are only responsible for a portion of the overall risk. Other factors such as environment and lifestyle may affect the risk of developing a given disease and, depending on the condition, may be more important predictors. If your data indicates that you are not at elevated genetic risk for a disease or condition, you should not feel safe. The opposite is also true; if your data indicates you are at an elevated genetic risk for a disease or condition, it does not mean you will definitively develop such disease or condition. Any findings within the DNA Health Reports should be confirmed and supplemented by additional clinical testing.

Do Not Rely Solely on the DNA Health Reports

The DNA Health Services are not intended to independently diagnose, prevent or treat a disease or any condition, tell you anything about your current state of health in the absence of medical and clinical information, or be used to make medical decisions, including whether or not you should take a medication or how much of a medication to take. In addition, you might need to obtain further services from your physician, a genetic counselor, or other healthcare provider, to obtain more accurate results regarding the conditions or diseases indicated within your DNA Health Reports.

The DNA Health Services do not offer medical advice or care and are not intended to constitute the practice of medicine by MyHeritage or otherwise create a patient-healthcare provider relationship between MyHeritage and you. The DNA Health Services are purely for research, informational and educational purposes only. The use of any information provided as part of the DNA Health Services (including potentially actionable information we may identify for you, based on your DNA Health Reports and scientific literature or research) is solely at your own risk. You should not rely on the DNA Health Reports as a substitute for visits to a doctor or other healthcare professional, professional medical advice, diagnosis, advice or treatment by a personal physician or other qualified healthcare provider who can consider your health in the broader context of medical management. If you have any concerns or questions arising from your DNA Health Reports or regarding diagnosis, cure, treatment, mitigation, or prevention of any disease

or other medical condition, or otherwise about your health, you should consult your doctor or other healthcare professional.

Genetic Research is not Comprehensive and Constantly Progresses

Many of the genetic discoveries that may come up in the DNA Health Reports have not been clinically validated, and the technology we use (same as used by the research community), to date has not been widely used for clinical testing. Also, because of technical variations in our testing device, some DNA Health Reports or some variations in a specific DNA Health Report may not be available to you. The presented risk per variant might be calculated based on ethnic groups that are not relevant for your own ethnicity and therefore do not accurately reflect the risk for you. In the future, the scientific community may show previous research to be incomplete or inaccurate and future scientific research may change the interpretation of your DNA Results.

Other companies offering a genetic risk test may be detecting different genetic variants for the same disease, so you may get different results using a test from a different company. We might also use different mathematical tools and statistical frameworks to assess the presence of a variation and/or your risk level. We reserve the right to update your DNA Health Reports based on new information, data, or scientific findings. We also reserve the right to notify you, once your DNA Health Report changes.

Some people may feel anxious about getting genetic health results. This is normal. If you feel very anxious, you should speak to your doctor or other healthcare professional prior to providing your DNA sample for the DNA Health Services. We encourage you to talk to a genetic counselor, a health professional with special training in genetic conditions and/or board-certified clinical medical geneticist prior to providing your DNA sample for the DNA Health Services to learn more so you can make an informed decision about whether DNA testing is right for you.

DNA Results and/or DNA Health Reports that you choose to share with your physician or other healthcare provider may become part of your medical record and through that route be accessible to other healthcare providers and/or insurance companies in the future. If you are asked by an insurance company whether you have learned about health conditions through genetic information and you do not disclose this to them, this may be considered as fraud.

While our laboratory is licensed in Texas as a clinical laboratory, not all jurisdictions require our DNA Health Services to be subject to license. Therefore, we are not universally licensed by all state, federal, or international authorities for genetic testing conducted for health and disease-related purposes. In addition, there are certain jurisdictions in which we do not offer our DNA Health Services because we do not have required licenses.

For processing orders from customers residing in the United States, we require a physician order to process and release DNA Health Reports to the customers. We work with an independent network of fully licensed, board certified physicians and genetic counselors, PWNHealth, LLC (www.pwnhealth.com) ("**PWNHealth**"), to provide physician oversight of the MyHeritage DNA Health test. For the purpose of PWNHealth's review by a physician and genetic counselor, your

personal information, including the Health Questionnaire Information, the DNA Results and the DNA Health Reports will be confidentially shared with PWNHealth. The fee for the PWNHealth service is collected by MyHeritage on behalf of PWNHealth and included in the total price of the DNA Health Services.

The MyHeritage DNA Health test has not been cleared or approved by the United States Food and Drug Administration (FDA). The FDA does not require this test to go through premarket FDA review.

Limited Use License

You are hereby granted a license to use the Service and the Website solely for personal use, and subject to the terms and conditions of this Agreement (the "**License**"). The Service does not allow any commercial use. We reserve the right to cancel any or all of the Service at any time. Violation of this License may result in the immediate termination of your membership, deletion of your account and in legal action against you.

MyHeritage matching integration with partners

MyHeritage has made available its matching technology for integration by partners such as RootsMagic, Family Historian, and Coret Genealogie. The information passed to us for matching from our partners' software and websites is never used by us for any purpose other than matching, and is never displayed publicly, sold or licensed by us to any third parties. We do not receive a license to such information and such information is not collected by us, and it is deleted automatically after matches are calculated. Users of our partners may receive Smart Matches (family tree matches) with our users, but such matches are not bi-directional: our users will not receive Smart Matches with the users of our partners, and will not be able to see their data.

Copyrights

By posting content on the Website (except with respect to the DNA Services), you grant us a non-exclusive, royalty-free, worldwide, license to host, display, process, transfer and distribute such content.

All content on the Website, except for user-submitted content, DNA Results, DNA samples and the genetic information in the DNA Reports, is owned by us or by third parties who granted us a limited license in respect of such content (in the cases where such license was necessary). Content posted on family sites is owned by the person who created the content, is under the control of the respective family site manager, and is hosted by us under this Agreement.

The trademarks, trade names, service marks, logos, and other source-identifying features of newspaper content displayed on OldNews.com are proprietary to their respective owners, and our use thereof does not imply any affiliation with or endorsement by such owners.

MyHeritage is protected by copyright pursuant to U.S. and Israeli copyright laws, international conventions, and other applicable copyright laws.

You may not modify the code powering our Website, our Service and our software in any way. You will not undertake or authorize any reproduction, modification, creation of derivative works, reverse engineering, decompiling, disassembling or hacking of any of parts of our Website, Service or software.

Digital Millennium Copyright Act ("DMCA")

It is our policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act of 1998 ("DMCA"). The DMCA provides remedies for copyright owners who believe that material appearing over the Internet infringes their rights under United States copyright law. To learn more about the DMCA, see www.copyright.gov/legislation/dmca.pdf

If you are a copyright owner or an agent thereof, and you believe in good faith that any content hosted on the Website infringes your copyrights, then you may submit a notification pursuant to the DMCA to our Designated Copyright Agent, by email to: copyright@myheritage.com and optionally also by mail to: Copyright Agent for Notice, Attention: Legal Department, MyHeritage, PO Box 50, Terminal Park, Or Yehuda 6037606, Israel.

Notices must meet the then-current statutory requirements imposed by the DMCA, and should include the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed by the material(s).
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at the Website are covered by a single notification, a representative list of such works.
- 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 MyHeritage to locate the material (providing URLs is the best way to help us locate content quickly).
- Contact information to allow MyHeritage to contact the complaining party, such as email address, mailing address and telephone number.
- 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.
- 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.

If you are unsure whether you hold rights to a particular work or if the material you are reporting is in fact infringing, please consult an attorney or another adviser, as MyHeritage cannot provide legal advice. Note that there can be penalties for false claims under the DMCA.

Marketing of our services

By signing up to the Website, you agree that we may use your contact information to offer you MyHeritage products or services which may complement the product or service you originally signed up to use. Such promotional offers may be made via email, telephone or direct mail.

If you do not want to receive marketing offers via emails, you may opt out at any time by using the unsubscribe link listed in the email or by setting your Email Preferences. See the Email Preferences section in our [Privacy Policy](#).

If you do not want to receive marketing offers via telephone or direct mail, please contact us at privacy@myheritage.com or request this whenever you speak with any representative of MyHeritage.

Fees and Payments

Subscriptions

MyHeritage offers the following paid subscription plans in addition to the basic free (Basic) site plan: Premium, PremiumPlus, Data, Complete, Omni, Photo/Reimagine, and OldNews.com Pro.

Due to US regulations, paid subscription plans and other purchases are currently not available to residents of the following countries: Iran, Libya, Sudan, Somalia, North Korea, Russia, Lebanon and Syria. Using the Service and the Website by residents of the above countries is prohibited.

All subscriptions renew automatically to ensure an uninterrupted service. This means that once you become a subscriber, your subscription will be automatically renewed and your billing choice will be charged based on the subscription duration, unless you opt out or cancel by following the instructions below.

1. Opting Out of Renewal

You may opt out of renewing any of your subscriptions by logging in and utilizing the [My Purchases](#) page (choose the relevant plan and click "Stop annual renewal") or by calling MyHeritage at +1-844-994-1888 (toll-free number in the USA; see [Contact Us](#) page for additional phone numbers in other countries). If you do not let us know that you want to discontinue your subscription at least one day prior to the end of the current subscription period, payment for the next renewal period of the subscription will be charged.

2. Free Trial

Free trial subscriptions will be billed only at the end of the free trial period.

You may cancel a free trial at any time during the free trial period from the [My Purchases](#) page and incur no charge. On that page, choose the relevant plan, and click "Stop free trial".

To start a free trial, your payment details will be required. By providing your payment details and accepting the Terms and Conditions, you agree that MyHeritage may automatically begin charging you for the paid subscription after the free trial ends, on a recurring annual basis. For a free trial that is longer than 7 days, Visa and MasterCard cardholders will be notified by email 7 days before the free trial ends.

3. Refund Policy

MyHeritage values the satisfaction of its customers and offers a thirty (30) day money back guarantee. If you are not satisfied with your purchased subscription plan you may request a full refund by contacting [Customer Support](#) within thirty (30) days of being charged.

The money back guarantee applies to MyHeritage subscription plans, and not to MyHeritage DNA kits and other shipped products.

All refunds will be reimbursed to the original credit card with which the purchase was made. After a payment is refunded, it may take several business days until the funds appear in your account.

4. Prices Subject to Change

Prices may be changed by MyHeritage from time to time. For the current prices, see [price list](#). Prices may be subject to additional taxes and customs charges, depending on the country in which you reside.

Following each payment, MyHeritage will send you an email with the details of the purchase and the amount charged.

5. Renewal of subscriptions with Price Lock

Subscriptions that were purchased with a Price Lock guarantee ("Price-Locked Subscriptions") will renew at the same price at which they were originally purchased. If you have a Price-Locked Subscription, then as long as you keep it, you will always be charged the same locked price at renewal anniversaries. If you discontinue a Price-Locked Subscription by stopping its renewal, and allow it to expire, you are not guaranteed to be able to purchase it again at the same price in the future.

Payment for DNA Services

You will be required to register with MyHeritage when you order a MyHeritage DNA kit, unless you already registered before. Registration is free. You will need to retain your login details in order to access your DNA Reports on the Website.

1. Replacements

If you experience any of the following:

- The DNA kit has not reached your shipping destination within 45 days of purchase.
- The DNA sample has not reached our lab within 45 days from the day you sent it.
- You received a damaged DNA kit.

please contact us using our [Help Center](#) and we will mail you a replacement DNA kit at no cost.

2. Cancellations and Refunds

You can cancel your order of the DNA kit prior to the DNA sample being received at our lab, and receive a refund. To cancel the order and claim your refund, contact us using our [Help Center](#). The refund will include the DNA kit cost, but not the shipping cost, customs fees or import taxes. All refunds will be reimbursed to the original credit card with which the purchase was made. Please allow several business days for the funds to appear in your account.

We will not issue refunds for DNA kits that are already being processed in our lab or were already processed. Once a DNA sample has been sent to our lab and checked in, the full cost of the DNA kit is non-refundable.

Expected DNA lab processing times are estimated; there may be delays in lab processing during peak periods in the year.

3. DNA Re-test Following Lab Processing Failure

The laboratory may be unable to process some DNA samples. If processing your DNA sample fails, we will mail you a new DNA kit at no cost so you can provide us with a new DNA sample. The DNA kit will be sent to the shipping address you provided.

4. Prices Subject to Change

Prices may be changed by MyHeritage at any time.

Disclaimers, Limitation on Liability, and Indemnity

Disclaimers

a. To the maximum extent permitted by applicable law, in no event shall MyHeritage, its officers, representatives, employees, licensors and affiliates be responsible for any incorrect or inaccurate information in connection with the Service, whether caused by Website members, users, our corporate partners, advertisers or by any of the equipment or programming utilized in the operation of the Website or the Service. MyHeritage shall not be responsible for any implications of the DNA Reports or DNA Results, whether or not they are correct or incorrect.

b. MyHeritage and its licensors and affiliates are not responsible for the conduct, whether online or offline, of any website member or user. To the maximum extent permitted by applicable law, in no event shall we be responsible for any loss or damage, including lost data, lost information, personal injury or death, or privacy implication resulting from anyone's use of the Website or the Service, any information posted on the Website or transmitted to members or other users, or any interactions between members or other users of the Website, whether online or offline.

c. The information, products, and services included within the Service and the Website may include inaccuracies or typographical errors.

d. MyHeritage assumes no responsibility for any error, omission, interruption, deletion, defect, delay, , communication line failure, theft or destruction or unauthorized access or alteration of user or member information. MyHeritage is not responsible for any problems or technical malfunction of any communication networks, online computer systems, servers, computer equipment, software, e-mail systems, technical problems, traffic congestion on the internet, or any combination thereof. MyHeritage and its licensors and affiliates are not responsible for any injury or damage to any computer equipment belonging to any Website member or user, or any other person related to or resulting from use of the Website, viewing, or downloading any materials from the Website, or otherwise in connection with the Service.

e. OldNews.com and the Website contain newspapers for historical research. Because these newspapers along with the pictures and articles included within them (the **"Newspaper Content"**) originate from around the world and from different periods in time, the Newspaper Content may contain information that you may consider as sexist, pornographic, indecent, vulgar, disturbing, racist, misleading, fraudulent, or otherwise offensive. MyHeritage does not endorse any such Newspaper Content and assumes no responsibility over such Newspaper Content. You agree that your use of the OldNews.com website and of the Website is at your own risk. You understand and agree that MyHeritage makes no warranty or representation regarding the accuracy, completeness, reliability, or usefulness of the Newspaper Content.

f. The Website and the Service are provided "as-is" and "as available" and, except as otherwise prohibited by applicable law, MyHeritage expressly disclaims any warranty of any kind, expressed or implied, including, without limitation, any warranty of merchantability, fitness for a particular purpose, title and non-infringement and satisfactory quality, or that the Website will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Website is free of viruses or other harmful components. We do not guarantee any specific results from use of the Service. The Website may contain links to third-party websites that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, policies, or practices of any third-party websites or services. You expressly relieve us from any and all liability arising from your use of any third-party website or services. We do not warrant, endorse, guarantee, or assume responsibility for any specific course of action, resources, tests, physician or other healthcare providers, drugs, medical devices or other procedures or opinions, or any product or service advertised or offered by a third party through the Service or any hyperlinked website, or featured in any banner or other

advertising, or other information that may be mentioned on the Website. We will not be a party to or in any way monitor any transaction between you and third-party providers of products or services. We and our third-party suppliers make no representations concerning the suitability, reliability or accuracy of the content provided by the Website for any purpose. In no case will we or our third-party providers be liable for any direct, indirect, punitive, special or other damages including, without limitation, lost profits, loss of data or any other damage in contract, tort, equity or any other legal theory, even if advised of the possibility thereof.

g. MyHeritage may in its sole discretion, review, remove, or edit the DNA Reports and DNA Results.

Limitation on Liability

In no event shall MyHeritage or its third-party suppliers be liable to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including damages arising from your use of the Service or inability to use the Service or any portion of it, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary herein, our (or our third-party suppliers') liability to you or any third party for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount you paid to us for the Service during the term of membership (if any).

We assume no liability resulting from any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Service; (iii) any unauthorized access to or use of our servers and/or any and all information stored therein; (iv) any interruption or cessation of transmission to or from the Service; (v) any bugs, viruses, trojan horses, or the like, which may be transmitted through the Service; and/or (vi) any loss or damage of any kind incurred as a result of your use of the Service, whether based on warranty, contract, tort, or any other legal theory. The foregoing limitations of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, this limitation may not apply in part to you. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SERVICE, OR WITH ANY OF THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

Indemnity

You agree to indemnify and hold MyHeritage, its subsidiaries, employees, directors, licensors, managers, affiliates and any third party acting on our behalf, and their respective officers, and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of or access to the Service, your violation of this Agreement and/or any breach of your representations set forth above or if any information that you post on the Website or otherwise submit to us or through the Service causes us to be liable to any third party.

Statute of Limitations with respect to the DNA Services

You agree that, regardless of any statute or law to the contrary and to the extent allowed by applicable law, any claim or cause of action, arising out of or related to use of the DNA Services or this section, must be filed within one year after such claim or cause of action arose, or be forever barred.

Additional Member Terms

1. Registration and Security

A. As part of the registration process, you will submit your email address and full name, and select a password. You are required to pick a password for the Website that is unique, i.e. that you are not using on any other service. You must provide us with your real full name, email address and birth year. Failure to do so constitutes a breach of this Agreement. You must not (i) submit a name or email address of another person with the intent to impersonate that person; (ii) use the name or email address of any person other than yourself without their authorization; (iii) enter an untrue birth year or birth date for yourself; or (iv) use a name or email address that we, in our sole discretion, deem improper or offensive.

B. You must be 13 years or older to use the Service, unless the laws of your location or place or residence require a higher minimum age (see section "Underage Users" below). Registering to the Website shall be deemed as confirmation that you are over the Minimum Age. If you are over the Minimum Age but under the age of 18, you will be requested to submit written consent from a parent or legal guardian to use the Service (for more information, see section "Minors" below).

C. You are responsible for maintaining the confidentiality of your password and for all activity on the Website made using your password. Giving your password to others for accessing to the Website is strictly prohibited and shall constitute a breach of this Agreement. We will not require you to reveal your password to any of our representatives. You shall notify us by email at privacy@myheritage.com of any suspected or known unauthorized use of your account, or any suspected or known breach of security. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your membership, at our sole discretion, and you may be reported to the appropriate law enforcement agencies.

2. Modifications to this Agreement and the Service

We retain the right, at our sole discretion, to modify this Agreement or the Service at any time. Changes in Service will be posted on the Website. If any portion of this Agreement or any change of this Agreement or of the Service is unacceptable to you or will cause you to no longer be in compliance with this Agreement, you should discontinue use of the Service. Continued use of the Service now or following changes in this Agreement means that you have accepted and are bound by the changes. It is important that you check the current version of the Agreement from time to time and ensure you are updated as to any changes.

Whenever this Agreement is modified in substance, the label **updated** will be displayed prominently next to the link "Service Terms" that leads to this Agreement, in the footer of the pages of the Website. The **updated** label will be removed after 30 days or when you visit the updated Terms and Conditions to read them, whichever comes sooner.

3. Underage Users

Except with respect to DNA Services where the minimum age is 18 (see sub-section "Eligibility" under section "DNA Services" above) we require individuals to be at least 13 years old before they can create an account on MyHeritage, but in some jurisdictions, the minimum age limit is higher (the "**Minimum Age**").

In observance of laws in Spain, Israel, Canada and South Korea, we require individuals living there to be at least 14 years old before they can create an account and use the Service, and in California and several additional US states at least 16 years old (except for the DNA Services where the minimum age is always 18). Providing false information to create an account violates this Agreement. If your underage child (child under the Minimum Age) has created an account on MyHeritage, you can show them how to delete their account by having them log into their account, select "Account settings" from the Account menu in the top-right corner, then click "Delete my account". To report an account registered for an underage child to us, email the details to us at privacy@myheritage.com. We will promptly delete the account of any child under the Minimum Age that is reported to us.

4. Minors

Except with respect to DNA Services where the minimum age is 18, if you are above the Minimum Age but under the age of 18, you can use the Service, provided that you obtained the consent of your parent or guardian for the use of the Service ("**Parental Consent**") ". Minors must not use the Service without Parental Consent until they reach the age of 18 or above.

The Website will display a mandatory parent/guardian consent form when a user determined to be a minor signs up or logs into the Website. In the consent form, a parent or guardian is required to enter their full name and email address and to check boxes that declare that they are a parent or guardian of the minor, accept this Agreement and the privacy policy of the Service, and take responsibility for the use of the Service by the minor. If the consent form is displayed, the Service cannot be used until it is filled out. When the consent form is filled out and submitted, the Service will document the details of the Parental Consent and will not make any further use of the details of the parent or guardian filled in the consent form.

For U.S. Customers and U.S. Individuals: Dispute Resolution by Binding Arbitration and Class Action Waiver

This arbitration and class action waiver provision applies to all customers and individuals located in the United States and its territories. Please read this arbitration provision carefully to understand your rights. Except where prohibited by governing law, you and MyHeritage agree

that any Claim that may arise by you against MyHeritage or vice versa must be resolved through final and binding individual, confidential arbitration. Except as provided herein, you and MyHeritage both agree that you and MyHeritage are waiving the right to a trial by jury. The rights that would have been had by going to court, such as discovery or the right to appeal, may be more limited or may not exist. You agree that you may only bring a claim in your individual capacity and not as a plaintiff (lead or otherwise) or class member in any purported class or representative proceeding. You further agree that the arbitrator may not consolidate proceedings or claims or otherwise preside over any form of a representative or class proceeding.

1. General

Arbitration is a manner of resolving a "Claim" without filing a lawsuit. "Claim" means any dispute, actions, or controversies between you, MyHeritage, or any involved third party relating to your account, the Website or Service, your relationship with MyHeritage, communications from or with MyHeritage, this Agreement (including those relating to the formation, breach, termination, enforcement, interpretation, validity, scope, or applicability of the Terms and this arbitration agreement), the Privacy Policy, the DNA Informed Consent, and any documents or agreements incorporated by reference in any of the foregoing. You, MyHeritage, or any involved third party may pursue a Claim. Except as otherwise provided herein, should MyHeritage have any Claims against you, it agrees to resolve such Claims exclusively through final and binding individual, confidential arbitration. Likewise, except as otherwise provided herein, should you have any Claims against MyHeritage, you agree to resolve such Claims exclusively through final and binding individual, confidential arbitration. By agreeing to arbitrate, you waive the right to go to court and agree instead to resolve any Claims exclusively through final and binding individual, confidential arbitration. This arbitration provision sets forth the terms and conditions of our agreement to final and binding confidential arbitration and is governed by and enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. §§ 1-16, as amended. You agree that this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods and that any and all Claims shall be subject to the terms of this provision.

2. Exceptions

Notwithstanding the foregoing, and as an exception to final and binding confidential arbitration, you and MyHeritage both retain the right to pursue, in small claims court, any claim that is within that court's jurisdiction and proceeds on an individual (non-class and non-representative) basis. MyHeritage will not demand arbitration in connection with any individual claim that you properly file and pursue in a small claims court, so long as the claim is and remains pending in that court on an individual basis. The following claims shall not be subject to final and binding arbitration and must be adjudicated only in the courts located in Wilmington, Delaware: (i) infringement or validity of our intellectual property rights or the intellectual property rights of a third party; or (ii) an action by MyHeritage for injunctive or other provisional relief for breach or threatened breach of this Agreement. You expressly agree to refrain from bringing or joining any claims that are excluded from final and binding arbitration pursuant to this subsection "2" in any representative or

class-wide capacity, including but not limited to bringing or joining any claims in any class action or any class-wide or representative arbitration. Small claims matters may be filed in any small claims court with personal and subject matter jurisdiction over the parties. For all other matters excluded from final and binding arbitration by this subsection “2,” the parties consent to exclusive jurisdiction and venue in the courts located in Wilmington, Delaware, and forever waive any challenge to said courts’ jurisdiction and venue.

3. Required Pre-Dispute Procedures

Before initiating any Claim against the other, you and MyHeritage agree to first contact each other with a written notice of the dispute, stating the name, address, and contact information of the party giving notice; the facts giving rise to the Claim; and the relief requested, and including all relevant documents and information. You may send the written notice of dispute by e-mail to legaldepartment@myheritage.com or by writing to MyHeritage Legal Department, MyHeritage Ltd., PO Box 50, Terminal Park, Or Yehuda 6037606, Israel, by courier or registered mail. MyHeritage will contact you by letter at the billing address you provided to us or at the email address you provided to us. If the dispute is not resolved within 60 days after receipt of the written description of the dispute, you and MyHeritage agree that all Claims shall be resolved exclusively through the dispute resolution provisions below.

4. Commencing Arbitration

You and MyHeritage agree to commence any arbitration proceeding within 1 year after the Claim arises (the 1-year period includes the required pre-dispute procedures set forth above) and that any arbitration proceeding commenced after 1 year shall be forever barred.

5. Arbitration Location

The arbitration may be conducted by telephone (or other remote means) or by written submissions in Wilmington, Delaware, in the city or county where you reside, or another forum mutually agreed upon by you and MyHeritage.

6. Organization, Rules, and the Arbitrator

All Claims other than those exempted under subsection “2” above shall be submitted to final and binding individual, confidential arbitration before a single arbitrator of NAM (National Arbitration and Mediation). The arbitration will be conducted in accordance with these Terms and this arbitration agreement and the provisions of NAM’s Comprehensive Dispute Resolution Rules and Procedures, the Mass Filing Supplemental Dispute Resolution Rules and Procedures, and any supplemental rules and fee schedules in effect at the time of submission of the demand for arbitration and as applicable (the “NAM Rules”). The arbitrator shall be selected by agreement of the parties or, if the parties cannot agree, chosen in accordance with the NAM Rules. The NAM Rules are available at <https://namadr.com/resources/rules-fees-forms/> or by calling 1-800-358-2550. The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, construction, validity, applicability, formation, or enforceability of this

Agreement, the Privacy Policy, the DNA Informed Consent, any documents or agreements incorporated by reference in any of the foregoing, and this arbitration provision. The arbitrator shall have the exclusive and sole authority to determine all threshold arbitrability issues, including whether any Claim is arbitrable and whether these Terms are unconscionable or illusory, in whole or in part, and any defense to arbitration, including waiver, delay, laches, or estoppel. The arbitrator shall have the exclusive and sole authority to determine whether this arbitration agreement can be enforced against a non-signatory to this agreement and whether a non-signatory to this agreement can enforce this provision against you or MyHeritage. Payment of all filing, administration and arbitrator fees will be governed by the NAM Rules. For individual, non-mass arbitrations, MyHeritage will pay the fees charged by the arbitrator for Claims totaling less than \$750, unless the arbitrator determines the Claims are frivolous, in which case, MyHeritage reserves the right to seek reimbursement from you for any arbitrator fees paid. Likewise, MyHeritage will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the Claims are frivolous. In all other respects, the parties shall each pay their own additional fees, costs, and expenses, including, but not limited to, those for any attorneys, experts, documents, and witnesses. The arbitrator shall follow the substantive law of the State of Delaware without regard to its conflicts of laws principles. Any award rendered shall include a confidential written opinion and shall be final, subject to appeal under the FAA. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

7. Enforceability

This provision survives termination of your account or relationship with MyHeritage, bankruptcy, assignment, or transfer. If the class action waiver is deemed unenforceable (i.e., unenforceability would allow arbitration to proceed as a class or representative action), then this entire arbitration provision shall be rendered null and void, and you and MyHeritage shall be deemed not to have agreed to arbitrate Claims. If a portion of this arbitration provision (other than the class action waiver) is deemed unenforceable, the remaining portions of this arbitration provision shall remain in full force and effect.

8. Amendments

MyHeritage reserves the right to amend this arbitration provision at any time. Your continued use of the Website and/or Service is affirmation of your consent to such changes. Should the changes to this arbitration provision be material, MyHeritage will provide you notice and an opportunity to opt-out. Your continued use of the Website and/or Service is affirmation of your consent to such material changes.

9. Mass Arbitrations

After the required pre-dispute resolution procedures in subsection "3" above are exhausted, and to increase efficiency of resolution, in the event 25 or more similar arbitration demands against MyHeritage are filed by or with the assistance or involvement of the same or coordinated law firm(s) or organization(s) ("Mass Arbitration"), you and we agree that such Mass Arbitration shall

be governed by the NAM Rules in effect when the Mass Arbitration is filed or coordinated, excluding any rules that permit arbitration on a class-wide or other representative basis, and under the rules set forth in these Terms and this arbitration agreement. You and we agree that the Mass Arbitration shall be resolved using NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures, available at <https://www.namadr.com/>. The individual demands comprising the Mass Arbitration shall be submitted on NAM's claim form(s) and as directed by NAM. Pending resolution of any dispute concerning the administration of the Mass Arbitration by NAM, you and we agree that all arbitrations comprising the Mass Arbitration (and any obligation to pay arbitration fees) shall be stayed. Disagreements over the applicability of this Mass Arbitration process will be settled in a single, consolidated arbitration proceeding before NAM that includes all affected parties and will be resolved by a single arbitrator subject to the requirements of this section. Notwithstanding any provision in these Terms to the contrary, any Mass Arbitration shall take place in Wilmington, Delaware or, if the parties prefer, by video conference or other remote means. The parties may also agree to conduct arbitration based on written submissions alone. If for any reason the provisions in this subsection "9" are found to be unenforceable, or if for any reason NAM is unable to administer the Mass Arbitration, then the disputes comprising the Mass Arbitration shall be administered by ADR Services, Inc. ("ADR Services") consistent with the provisions of this arbitration agreement and these Terms and in accordance with ADR Services' rules and procedures, including any supplementary rules and fee schedules then in effect. ADR Services' rules are available at <https://www.adrservices.com/services-2/arbitration-rules/>.

In the event that 25 or more Mass Arbitration demands are allowed to be submitted for arbitration, NAM or ADR Services, as applicable, shall: (i) administer the arbitration demands in 25 batches, with the discretion to create additional batches to facilitate the efficient resolution of demands; and (ii) apply a single set of applicable arbitration fees per batch for each side as set forth in the applicable fee schedule governing mass arbitrations. You agree to cooperate in good faith to implement this batch approach to facilitate the efficient resolution of claims. Notwithstanding the foregoing, MyHeritage reserves all rights and defenses as to each and any Claim and claimant.

10. Opt Out Procedure

You have the right to opt out of this arbitration provision as follows: (a) if you signed up to MyHeritage after June 23, 2024 (the "Arbitration Effective Date"), then you have 30 days from the date you signed up to opt out; or (b) if you signed up to MyHeritage before or on the Arbitration Effective Date, then you have 30 days from the Arbitration Effective Date to opt out, as MyHeritage will attempt to inform you by email within 10 days of the Arbitration Effective Date about the changes in this Agreement that include the arbitration provision. To opt out of the arbitration provision, write to us by sending an e-mail with the subject of "Arbitration Opt-Out" to opt-out@myheritage.com, or via courier or registered mail at MyHeritage Ltd., ATTN: Legal Department, PO Box 50, Terminal Park, Or Yehuda 6037606, Israel, with the notation "Arbitration Opt-Out". When opting out, it is required to provide your account ID or the email address you used to sign up to MyHeritage. If you do not opt out within the timeframes designated in this

subsection, you are not eligible to opt out of this provision and must pursue your claim through individual binding arbitration, except as set forth above. If you opt out of the arbitration provision, all other parts of these Terms will continue to apply. Opting out of this arbitration provision has no effect on any previous, other, or future arbitration agreements that you may have with MyHeritage.

Entire Agreement

This Agreement, together with the [Privacy Policy](#), the [DNA Informed Consent](#) (the "**Informed Consent**") and any other legal notices or terms published by MyHeritage on the Website (as applicable), shall constitute the entire agreement between you and MyHeritage concerning the Website and the Service. Our Failure to exercise or enforce any right or provision of this Agreement and/or the Informed Consent, or portion thereof, shall not be deemed as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement and the Informed Consent operate to the fullest extent permissible by law. If any provision of this Agreement or the Informed Consent is unlawful, void or unenforceable, that provision is deemed severable and does not affect the validity and enforceability of any remaining provisions or portions. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. Any attempted transfer or assignment in violation hereof shall be void.

Contact Us

You can contact us if you have any questions or concerns about this Agreement, the Website, the Service or any related topic, by visiting our [Help Center](#), or writing to the address below:

Customer Support
MyHeritage Ltd.
PO Box 50, Terminal Park, Or Yehuda 6037606, Israel
<https://www.myheritage.com>

Digital Services Act

For the purpose of Article 24(2) of the European Digital Services Act ("**DSA**"), during the last six months, the average monthly active recipients of our Service in the European Union amounted to a few million. This amount is significantly lower than the threshold of 45 million average monthly active users required to classify the service as a "Very Large Online Platform" (VLOP) under Article 24(2) of the DSA.

MyHeritage has appointed Mr. Evgeny Inberg as its representative in the EU in connection with the DSA. He can be emailed at eurepresentative@myheritage.com.

The [Digital Services Act report](#) reflects how MyHeritage addressed EU-based customers' content that may have been illegal or contrary to MyHeritage's Terms and Conditions.

ENTERPRISE LICENSE AGREEMENT

This Enterprise License Agreement ("Agreement") is a contract between Rosetta Stone ("Licensor") and the enterprise end user licensee organization listed as the "Customer" (for purposes hereof, "Licensee") on the print or online order form or other order documentation provided by Licensor or an authorized Licensor selling entity (the "Order Form"), which incorporates by reference this Agreement and, together with the Order Form, governs Licensee's use of the Rosetta Stone® products, materials, and/or services. The license granted hereunder is conditioned upon Licensee's acceptance of the terms set forth herein.

For good and valuable consideration, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS:

"Authorized End User" means employees, students, or other personnel designated by Licensee with access to the Product.

"Enterprise Administrators" shall mean the Authorized End Users designated by the Licensee to act as administrators for Licensee, with responsibility on behalf of Licensee for overseeing and managing the access of Authorized End Users to the Product. Licensee shall provide Licensor with the names of such Enterprise Administrators.

"Password" means, collectively, the user ID, default password assigned to an Authorized End User and/or any personalized password created by such Authorized End User (if this option is available).

"Rosetta Stone" means Rosetta Stone LLC and/or any of its subsidiaries or affiliates as set out in the Order Form.

"Product" means the language learning or assessing product(s), applications, materials and/or services offered under the ROSETTA STONE® or other Rosetta Stone-owned brand as specified in the Order Form, to include, without limitation, Rosetta Stone online subscription Products, all of which are offered and provisioned by Licensor as SaaS-based subscriptions in a multi-tenant, shared database architecture, where individualized client-dedicated infrastructure and/or processing is not part of the Product or services offering, as well as any software (inclusive of any Rosetta Stone language learning or assessing and language learning or assessing management software, and any third party software), companion materials, password-protected access to a Licensor website and/or application (the "Website"), and any related products, materials, training, services, and documentation (together with any updates to, or new releases of, the foregoing that are made available to Licensee by Licensor) licensed under the applicable Order Form and pursuant to this Agreement.

IMPORTANT NOTICE -- Please Review Carefully

BY PLACING AN ORDER WITH LICENSOR, CLICKING THE "SUBMIT" BUTTON OF A LICENSOR WEBSITE, INSTALLING OR OTHERWISE USING THE PRODUCT, OR PAYING A ROSETTA STONE INVOICE, LICENSEE AGREES TO BE BOUND BY THE TERMS OF THIS LICENSE AND THE APPLICABLE ROSETTA STONE ORDER FORM, WHICH HAVE BEEN MADE AVAILABLE TO THE LICENSEE FOR REVIEW, AND SHALL BE DEEMED TO HAVE ACCEPTED THIS LEGAL AGREEMENT IN FULL. YOU, THE INDIVIDUAL COMPLETING THE ORDER FOR, OR INSTALLATION OF, OR PAYMENT FOR, OR COMMENCING THE USE OF, THE PRODUCT ON BEHALF OF LICENSEE, REPRESENT AND WARRANT THAT YOU ARE A REPRESENTATIVE OF LICENSEE WITH AUTHORIZATION TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE.

THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES (SEE SECTIONS 9.A. AND 9.B. BELOW) AND LIMITATIONS OF LIABILITY (SEE SECTION 9.C. BELOW). THESE PROVISIONS ARE AN ESSENTIAL PART OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO THESE PROVISIONS OR ANY OF THE OTHER TERMS OF THIS AGREEMENT, DO NOT INSTALL, ACCESS OR USE THE PRODUCT.

2. **PURPOSE:** Licensor has developed the Product that is marketed under its ROSETTA STONE or other Rosetta Stone-owned brand, and makes the functionality of the Product available to its enterprise licensees and their Authorized End Users remotely in the following ways: (a) by means of password-protected access to the Website, or (b) by means of Licensee's electronic learning management system which provides the software-based infrastructure to enable the access and delivery of Licensor's enterprise-wide learning activities ("LMS").

3. LICENSE, INSTALLATION AND USE:

A. License: The Product is licensed, not sold. If Licensee accepts this Agreement, Licensor grants Licensee a limited, revocable, nonexclusive license to access and use the Product licenses and/or receive materials and services as identified and for the duration of the subscription services period in the applicable Order Form, subject to the payment obligations and the terms and conditions set forth in such applicable Order Form and herein. For purposes of the preceding sentence, "use" of the Product means access by an Authorized End User to the functionality of the Product by means of password-protected access to a Rosetta Stone Website, or, to the extent supported, via Licensee's LMS, SSO or via such other arrangement or media expressly agreed to by Rosetta Stone in the applicable Order Form, for language learning or assessing purposes only.

B. Rosetta Stone Online Product: The license granted pursuant to this Agreement and applicable Order Form for Rosetta Stone's SaaS-based online solutions grants Licensee and its Authorized End Users the right to access the applicable Product according to the terms of the applicable Order Form as follows:

i. Licenses: The specific license term and any maximum number of Authorized End Users of the Product shall be as specified on the applicable Order Form. As applicable, each Authorized End User may be required to specify his or her unique user name or identifier when first accessing the Product in the context of the specified license, and will then become a single Authorized End User for purposes of the above. Information regarding the counting mechanism may be accessible by the Licensee from a Rosetta Stone online administrative portal, or may be obtained from Rosetta Stone Customer Support.

ii. Internet & Systems Requirements: Continuous Internet access, connectivity, and certain minimum systems and technical requirements are required to access and use the Product; these are not provided by Licensor and are the sole responsibility of Licensee and/or its Authorized End Users. Information regarding minimum systems and technical requirements for the Product may be obtained by Licensee from the Rosetta Stone website or Rosetta Stone Customer Support.

iii. Terms of Service: Use of Products is subject to the Authorized End User's acceptance of the standard Terms of Service and Online Interactive Product Privacy Policy, available at www.rosettastone.com/agreements. (Not applicable for Rosetta Stone Educational Products to K-12 Educational Licensee Customers.)

4. SECURITY AND PASSWORDS:

A. Authorized End Users: Where applicable, Licensor will provide Licensee with a username and/or password for each Authorized End User. At the initial login, each Authorized End User will be given the option to change the default password provided by Licensor to a personalized password that will enable such Authorized End User to access the Product in accordance with this Agreement. If Licensee is a Rosetta Stone Online User, the transmission of any Authorized End User's name or password to allow any other person to use Rosetta Stone Online is expressly prohibited.

B. Enterprise Administrators: Licensee will designate at least one Licensee Authorized End User to act as Enterprise Administrator for the licenses. The Enterprise Administrator will be granted administrator privileges for the Licensee's account, enabling the Enterprise Administrator to assign, disable and otherwise administer all other Authorized User access. Licensee represents, warrants and agrees that each Enterprise Administrator shall have authority, on behalf of Licensee, to perform his or her duties, and shall serve as primary point of contact to and direct and instruct Licensor with respect to Product and service

operations to Licensee and its Authorized End Users. Personal information of Licensee Enterprise Administrators may be used for purposes of communicating to the Enterprise Administrators information relating to Rosetta Stone's business and services (e.g., account activity reminders, activities to support Product usage and engagement by users, downtime, new product or feature notifications, technical and other support services, etc.). If, during the term of the services under the applicable Order Form, a then-current Enterprise Administrator ceases to be an active employee of Licensee or ceases to serve as an Enterprise Administrator, and if there are no remaining Enterprise Administrators, Licensee shall promptly appoint another Authorized End User as an Enterprise Administrator. When an Enterprise Administrator accesses the Product using his or her Password, the Product shall provide the Enterprise Administrator with certain administrative capabilities with respect to Licensee's use of the Product that other Authorized End Users will not have, including the ability to cancel Password access and thereby deny access to the Product through use of such Password. Using such functionality provided by the Product, Licensee agrees that the Enterprise Administrator shall promptly deactivate and cancel Password access of any Authorized End User who (i) ceases to be employed by Licensee, (ii) Licensee no longer wishes to have access to the Product, or (iii) Licensee knows or reasonably believes is causing or may cause Licensee to breach any provision of this Agreement or is in any way mishandling Passwords or access. Licensee shall notify Licensors at the time a password access is deactivated or canceled for any of the reasons specified in clauses (i) through (iii) above.

C. Passwords: Licensors shall have the right to replace Passwords with new Passwords during the term of this Agreement. Further, if Licensors reasonably believes that an Authorized End User is causing Licensee to breach this Agreement or is in any way mishandling a Password or using the Product in violation of this Agreement, then Licensors may, at its sole discretion, suspend the use of such Authorized End User's Password indefinitely without providing a replacement for such Authorized End User, in addition to any other rights or remedies provided under this Agreement or under law. All use of Passwords assigned to Licensee and its Authorized End Users shall be at Licensee's sole responsibility and risk. Licensee shall not, and shall cause its Authorized End Users not to, disclose, transfer or disseminate any Password to any third party. Licensee shall take such actions as may be necessary to maintain the confidentiality of and to prevent the unauthorized use of each Password, and shall immediately notify Licensors in the event of a breach of security. Licensee and its Authorized End User shall, at its option and where applicable, reset its passwords following receipt of initial login credentials.

D. Responsibility: Notwithstanding any provision of this Agreement, Licensee agrees that it shall be responsible and liable for any costs or expenses arising from or related to, any misuse of Passwords or any Product, or other breach of the restrictions or conditions contained in this Agreement, by Licensee's Authorized End Users or other personnel.

5. **TRANSFER**: Licensee may not, and may not permit others to, directly or indirectly, sell, rent, lease, loan, timeshare or sublicense the Product.

6. **LIMITATIONS ON USE**: Licensee agrees not to, and not to permit others to, directly or indirectly (a) reverse assemble, reverse compile, or otherwise reverse engineer or attempt to derive the source code of all or any part of the Product (b) copy, modify, translate, alter, change or collect information that can be used to create derivative works of all or any part of the Product, (c) download, copy or collect information that could be used to copy all or any part of the Product, or (d) access or use all or any part of the Product for any purpose other than for language learning or assessing purposes, except as and only to the extent expressly permitted by applicable law, notwithstanding this limitation, or expressly authorized in writing by Licensors. Any such information supplied by Licensors, and any information obtained by Licensee by any such expressly permitted de-compilation may only be used by Licensee for the purpose expressly authorized by Licensors, and may not be disclosed to any third party, or used to create any software that is substantially similar to the Product. If the applicable Order Form or invoice specifies a maximum number of Authorized End Users or concurrent users that may access the Product, Licensee agrees not to exceed such maximum number without the prior written approval of Licensors. Licensee agrees, upon request by Licensors, to exchange its current version of the Product for an updated version and to discontinue use of the version that was replaced.

7. **OWNERSHIP OF INTELLECTUAL PROPERTY:** Licensor reserves all rights in the Product not expressly granted to Licensee in this Agreement. Licensee acknowledges and agrees that Licensor or its third-party licensors own all right, title and interest in and to the Product (including, without limitation, all software, code, interfaces, text, photographs, graphics, animation, applets, music, video and audio incorporated therein and any related user guides and documentation), the trademark ROSETTA STONE and other marks owned by Licensor and/or related to the Products, URLs that incorporate all or any portion of any Rosetta Stone marks, and the trade dress, and look and feel of the Product, all of which are covered by various protections including, without limitation, copyright, trademark, and trade secrecy law. If Licensee suggests new features or functionality that Licensor, in its sole discretion, adopts for the Product, such new features or functionality will be the sole and exclusive property of Licensor and any and all claims of Licensee as to the same are hereby waived and released. Licensor reserves the right, in its sole discretion and without incurring any liability to Licensee, to update, improve, replace, modify or alter the specifications for and functionality of all or any part of the Product from time to time.

White Label License. In the event that Licensee provides any logos, trademarks, service marks, or other intellectual property (collectively, the "Licensee's Marks") in connection with Licensee's request for any customized white label or branding to the Services if available, Licensee hereby grants Licensor a non-exclusive, worldwide, royalty-free license to use, copy, transmit, store, and display Licensee's Marks as required to provide or perform the Services. Licensee represents and warrants that any Licensee's Marks provided to Licensor for use in the Services will not infringe or constitute a misappropriation of any right of any third party, including any copyrights, mask work rights, patent rights, trademark rights, trade secret rights or confidentiality rights.

8. **SUPPORT:** Licensor offers support to Licensees of the Product in accordance with its published support policies. Hours of support may vary for certain products and territories. The hours of operation and means of accessing Licensor's customer support are available at the following web address: <https://support.rosettastone.com>, or may be obtained from Rosetta Stone Customer Support. Licensor reserves the right to make changes to these customer support provisions at any time and will post any such changes on the support page.

9. **LIMITED WARRANTY, DISCLAIMERS, AND LIABILITY LIMITATIONS:**

A. Limited Warranty and Disclaimer:

- i. General: Licensor represents and warrants to Licensee that: (a) its facilities, personnel, experience, and expertise are sufficient to provision and perform the Product and services as described in any executed Order Form; (b) it will perform the services in a professional and workmanlike manner, conforming materially to industry standards and practices; (c) it will use industry-standard and commercially-reasonable organizational and technical safeguards to protect Licensee Data; and (d) there is no pending or threatened litigation that would prevent Licensor from providing service to Licensee under this Agreement.
- ii. Hosted Products: Licensor warrants that the online hosted Products will perform substantially in accordance with the descriptions and specifications applicable to such Product for the Subscription Period (as defined in the Order Form) of the relevant Product license (the "Hosted Product Warranty Period") under normal use. Notwithstanding anything to the contrary, Licensor makes no representation or warranty with respect to any third party software, and undertakes no obligations with respect to any third party software. Licensor's sole liability and Licensee's sole remedy for breach of the foregoing Product warranty during the Hosted Product Warranty Period will be, at Licensor's option, the repair or replacement of the Product, or a refund of the prepaid subscription fees received by Licensor from Licensee for the unused portion of the Product subscription licenses under the applicable Order Form(s) from the date written notice of deficiency was received from the Licensee by Licensor.

B. DISCLAIMER OF WARRANTIES: OTHER THAN AS STATED IN SECTION 9(A) ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY THE LAW, NEITHER LICENSOR NOR ITS THIRD PARTY LICENSORS MAKE ANY OTHER WARRANTIES OR PROMISES, WHETHER EXPRESS OR IMPLIED, OR BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, ABOUT THE SOFTWARE, THE EMBEDDED SOFTWARE OR ANY SERVICES PROVIDED HEREUNDER, AND PROVIDE THE

SOFTWARE AND SUPPORT SERVICES (IF ANY) “AS-IS” WITH ALL FAULTS AND THE ENTIRE RISK AS TO THE SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF SUCH SOFTWARE (IF ANY) SHALL BE WITH THE LICENSEE. THERE IS NO REPRESENTATION OR WARRANTY HEREIN AGAINST INTERFERENCE WITH LICENSEE’S ENJOYMENT OR AGAINST INFRINGEMENT. LICENSOR AND ITS THIRD PARTY LICENSORS DISCLAIM ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SOFTWARE, THIRD PARTY SOFTWARE AND ANY SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR THAT LICENSEE’S USE OF THE SOFTWARE WILL BE UNINTERRUPTED, VIRUS FREE, OR ERROR FREE. LICENSEE ACKNOWLEDGES THAT NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES ARE MADE BY ANY THIRD PARTY LICENSORS HEREIN.

C. Licensee Assurance. Licensee warrants to Licensor that it has all rights, licenses and permissions necessary to enter into this Agreement; that its provision of Licensee Data (as defined herein) to Licensor and its instructions to Licensor related to the processing of such Licensee Data shall at all times be in compliance with all applicable laws, including applicable data protection laws, in particular with any notice and/or consent requirements.

D. Limitations of Liability: In no event will a party or Licensor’s third party licensors or any other person or entity be liable to the other party for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages. If Licensee could have avoided damages by taking reasonable care, neither Licensor nor its third party licensors will be liable for such losses. In no event shall Licensor or its third party licensors’ total liability for all actual direct damages, if any, whether arising in contract, tort (including negligence), or otherwise, exceed the cumulative payments actually received by Licensor from Licensee pursuant to this Agreement. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, ROSETTA STONE’S, ROSETTA STONE’S LICENSORS’ AND ROSETTA STONE’S AFFILIATES’ LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

10. TERMINATION AND SURVIVAL:

A. This Agreement is effective for the term of the Order Form and all Subscription Periods or any applicable renewal terms thereunder. By accepting this Agreement, Licensee authorizes Licensor to immediately terminate Licensee’s rights under this Agreement, including access to the Product, if Licensee fails to comply materially with any terms of this Agreement, including the specific terms stated on the applicable Order Form. Restrictions imposed by Licensor for a breach of this Agreement may include, but are not restricted to:

- i) Terminating the IP address of a non-compliant workstation;
- ii) Terminating account access to the Product.

B. Either party may terminate this Agreement and any Order Form for cause in the event of any of the following by the other party:

- i. a failure to fulfill or perform any material duties or obligations pursuant to this Agreement, provided that the non-breaching party provides written notice outlining the other party’s deficiency and such party fails to take steps reasonably acceptable to the non-breaching party to remedy any such deficiency within thirty (30) days of its receipt of such written deficiency notice; or
- ii. if a party is the subject of a voluntary bankruptcy, insolvency or similar proceeding, suffers or permits the appointment of a receiver for its business or assets, or makes a general assignment for the benefit of creditors.

C. Upon termination of this Agreement, Licensee shall cease all use of the Product. Personally identifiable data of Licensee’s Authorized End Users (“Licensee Data”) is available for export by Licensee’s

designated Enterprise Administrator(s) at any time during the applicable Product Subscription Period through self-service reporting tools available in the Product. In addition, Licensor will make such Licensee Data available for export by Licensee upon written request made within thirty (30) days of termination or expiration of the services under the Order Agreement. Unless otherwise agreed to by Licensor and Licensee in writing in the Order Form for the applicable Product or service, after such thirty (30) day period, Licensor shall have no obligation to maintain or provide any Licensee Data and may, unless legally prohibited, securely remove and delete or otherwise render unreadable or indecipherable Licensee Data in its possession or control in accordance with Licensor's then-current data removal schedule and protocols with no liability to Licensee. Upon completion of such removal and upon written request, Licensor will provide written confirmation to Licensee that such Licensee Data has been disposed of in accordance with the foregoing.

D. The provisions of Sections 4, 5, 6, 7, 9, 10, 17, 22, and any other obligations which expressly or by their nature are to continue after termination, cancellation, or expiration of this Agreement shall survive and remain in effect, but this shall not imply or create any continued right to use the Product after termination of this Agreement.

11. FEES AND PAYMENTS: Licensee agrees to pay Licensor the fees set forth on the Order Form for the Product (the "Fees"). Licensor shall invoice Licensee for the total amount stated on each Order Form. Unless otherwise specified in the Order Form, all invoiced amounts shall be due and payable within thirty (30) days of date of invoice. Licensee may pay any Fees by wire transfer, ACH, credit card (up to \$5,000 USD), and/or check (within the United States). Licensor reserves the right to alter the acceptable payment methods in its reasonable discretion, and/or require automatic credit card or ACH payment upon written notice to Licensee. Payments due hereunder shall be made by Licensee without any deduction, setoff or bank charges to Licensor at the banking institution in the United States designated by Licensor in U.S. dollars or on any other terms mutually agreed upon and set forth in an order form. For automatically renewing Order Forms, the Fees for each Renewal Term may reflect an increase in pricing to the then current rates offered by Licensor; provided that Licensor shall notify Licensee of a price change at least thirty (30) days before the end of the then-current term. All payments made by Licensee are non-refundable. Overdue payments required to be paid by Licensee pursuant to this Agreement (other than amounts that are the subject of a legitimate dispute) shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum allowable interest under applicable law, from the due date until paid, and Licensee shall pay Licensor's costs of collection, including Licensor's reasonable attorneys' fees and court costs. The amounts due to Licensor as set forth in the applicable Order Form do not include, and Licensee shall pay, any sales, use, property, value-added or other taxes (including any amounts to be withheld for the purpose of paying the foregoing) relating to, resulting from or based on use of the Licensor Product. If Licensor is required to pay any of the foregoing taxes, then such taxes shall be billed to and promptly paid by Licensee.

12. GOVERNING LAW AND FORUM:

A. This Agreement and each Order Form, and the legal relationship between the Licensor and Licensee hereunder, will be governed in all respects, by and construed in accordance with the internal substantive laws of the State of California, USA, without respect to its conflict of laws principles. In addition, each party agrees that any action arising out of or related to this Agreement must be brought exclusively in a state or Federal court located in San Mateo County, California, USA, and Licensee waives any objection it has or may have in the future with respect to the foregoing, provided however, that if Licensee is a U.S. public school or school district, or an agency or department of the U.S. federal or any state government, then any claims or disputes between the parties related to this Agreement shall be governed by the laws of the state identified in Licensee's address as set forth in the applicable Order Form, and all actions shall be brought in the appropriate state or federal courts located in such state.

B. Notwithstanding Section 12(A) above, if the Licensor address specified on the Order Form is in Canada, this Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable thereto, excluding those provisions relating to conflicts of laws. The parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario or the Federal Court of Canada sitting in that province.

C. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

D. Notwithstanding the above, Licensor shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against Licensee in the event that, in the sole discretion of Licensor, such action is necessary or desirable.

13. **WAIVER:** Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

14. **SEVERABILITY:** All provisions of this Agreement apply to the maximum extent permitted by applicable law. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

15. **THIRD PARTY RIGHTS:** Except as expressly set forth herein, nothing in this Agreement shall be construed as giving any person or entity, other than the parties hereto and their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

16. **NOTICES:** All notices, requests, or other communications hereunder shall be in writing, addressed to the parties at the addresses set forth in the Order Form and in the case of notice to Licensor addressed to the attention of the Legal Department. Notices mailed by registered or certified mail shall be conclusively deemed to have been received by the addressee on the fifth business day following the mailing of sending thereof. Notices sent by facsimile shall be conclusively deemed to have been received when the delivery confirmation is received. If either party wishes to alter the address to which communications to it are sent, it may do so by providing the new address, in writing, to the other party.

17. **CONFIDENTIALITY:**

A. **Obligations.** Each party agrees to hold Confidential Information in confidence and not use or disclose it to a third party for a period of three (3) years from the date of termination or expiration of this Agreement, except for Confidential Information related to Licensor's Information Security Program, for which the period shall be seven (7) years. The receiving party will protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of Confidential Information as the receiving party uses to protect its own confidential information of like nature. **"Confidential Information"** means the proprietary information exchanged between the parties, which is (i) marked "confidential" or "proprietary" at the time of disclosure by the disclosing party; or (ii) by its nature or content is reasonably distinguishable as confidential or proprietary to the receiving party, and includes, without limitation, information (tangible or intangible) regarding a party's technology, designs, techniques, research, know-how, specifications, product plans, pricing, customer information, user data, current or future strategic information, current or future business plans, policies or practices, employee information, and other business and technical information, and shall include the terms and conditions of this Agreement or of any Order Form and the pricing provisions thereof. The receiving party may disclose the Confidential Information to its employees, agents, financial advisers and independent contractors, only as necessary to fulfill the Services and provided such parties have executed a written nondisclosure agreement substantially as protective of the Confidential Information as this Agreement, or as may be required under regulatory requirements.

B. **Exclusions.** Confidential Information will not include information that (a) is made generally available in the public domain prior to time of disclosure; (b) is or becomes publicly available through no act or omission by the receiving party; (c) was already in the receiving party's possession without restriction before receipt from the disclosing party and was not subject to a duty of confidentiality; (d) is rightfully disclosed to the receiving party by a third party without confidentiality restrictions; or (e) that the receiving party independently developed without use of or reference to Confidential Information. The receiving party may

disclose the disclosing party's Confidential Information as required by law or court order provided: (i) the receiving party reasonably notifies the disclosing party in writing of the requirement for disclosure, unless notice is prohibited by law; and (ii) discloses only that portion of the Confidential Information legally required.

18. DATA COLLECTION AND USE: Licensee acknowledges and agrees that the online Products are publicly available offerings of Rosetta Stone's SaaS-based subscriptions that are provided in a multi-tenant, shared database architecture, and that individualized client-dedicated infrastructure and/or processing is not part of the Product or services. Licensee understands and agrees that certain limited Licensee Data is typically required and used to enable Product and service provisioning and functionality, that such information is stored by Licensor in centrally organized data center facilities, and that certain services and functionality of the Products and associated services are provisioned through utilization of third-party provider services engaged by Licensor to deliver and support the Product and services to all of Licensor's enterprise customers.

Licensor reserves the right to collect and use information provided by Licensee and/or its Authorized End Users to process and provision the Product and associated services. Licensor reserves the right to collect and analyze data relating to use of the Product in accordance with Rosetta Stone's Online Product Privacy Policy and Rosetta Stone's Standard Data Processing Addendum, incorporated and made part by this reference (see below for a link to the current version of these documents). Data may be used by Rosetta Stone in anonymized or aggregate form to assess, improve and/or develop the Product and/or services, to assess compliance with the terms and conditions of this Agreement, and for other lawful purposes.

A. If Licensee is a US school, US school district or US state or federal agency, and Licensee Data includes personally identifiable information about a student protected under the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. § 1232g et seq.) or other applicable state student educational records privacy law ("FERPA Protected Data"), Licensor covenants and agrees that Licensor shall use and process such FERPA Protected Data in compliance with FERPA and such applicable state student records privacy law. Licensee agrees that Licensor shall be considered a "School Official" for its institution for purposes of the performance of services under this Agreement in accordance with FERPA, and shall provide reasonable assistance to Licensor with respect to Licensor's compliance obligations thereunder. In addition to any other terms entered into between Licensee and Licensor with respect to Licensor's handling of Licensee FERPA Protected Data, Licensor shall process such FERPA Protected Data in accordance with the Rosetta Stone Student Records Privacy and Security Statement available at: www.rosettastone.com/student-records and incorporated herein. SECTION B BELOW DOES NOT APPLY TO US K-12 EDUCATIONAL INSTITUTIONS.

B. The terms of the *Rosetta Stone Data Processing Addendum* available at <https://resources.rosettastone.com/CDN/us/pdfs/agreements/rosetta-stone-data-processing-addendum-for-ee-customers.pdf> and fully incorporated by reference, shall apply to Licensee's purchase(s) of the Products and services.

C. Rosetta Stone reserves the right to collect and retain data generated through the use by Licensee and Authorized Users of the Product, from which all personally identifiable information and attributes about such data has been removed ("De-identified Data"). De-identified Data as defined herein shall not be deemed subject to legal restrictions, and Rosetta Stone may use and disclose De-identified Data for any lawful purposes, including, without limitation, benchmarking, development of best practices, improvement or development of Products and services, and/or research and statistical purposes, without obligation of any kind to Licensee or Authorized End Users. All De-Identified Data collected by Rosetta Stone in connection with Licensee or its Authorized End Users' use of the Product may be retained and used by Rosetta Stone for the term and thereafter, provided however, that Rosetta Stone will not use or publish such De-Identified Data in any way that associates or identifies Licensee or any Authorized End User as the source of that data without the prior written consent of Licensee and/or the applicable Authorized End User.

19. U.S. GOVERNMENT RIGHTS. If Licensee is a U.S. government entity, Licensee acknowledges that elements of the Product constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government end users as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

20. EXPORT: Licensee agrees to comply with all relevant export laws and regulations of the United States. Licensee agrees to comply with all applicable international and national laws that apply to the Product, including the U.S. Export Administration Regulations and Office of Foreign Assets Control Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

21. FORCE MAJEURE. No failure or omission by either Party to carry out or observe any of the terms and conditions of this License (other than payment obligations) shall give rise to any claim against such Party or be deemed a breach of this License if such failure or omission arises from an act of God or any other force majeure, an act of any government, or any other cause beyond the reasonable control of the affected Party.

22. COMPLETE AGREEMENT; TRANSLATION AND ASSIGNMENT:

A. Except as expressly provided herein, this Agreement, together with each applicable Order Form, constitutes the entire agreement between the parties with respect to the use of the Product and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement, or action, or delay, will be binding unless in writing and signed by Licensor.

B. In the event of a dispute between the English and any translated version, the English version of this Agreement and Order Form shall prevail.

C. Licensor may assign this Agreement, in whole or in part, at any time with or without notice to Licensee. This Agreement and rights hereunder may not be assigned, delegated or otherwise transferred by Licensee without the express prior written consent of Licensor.

It is the express wish of the parties that this Agreement, as well as all correspondence and documents relating to this Agreement, be written in English. The following is a French (Canadian) translation of the preceding sentence: *Il est de la volonté expresse des parties que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.*

**RFP #26-07 E-CONTENT MATERIAL FOR THE LIBRARY
ATTACHMENT A BID TABLE**

DESCRIPTION - PRODUCT NAME	PRICE
Databases and Online Learning Services (see 2.4 in proposal) Vendor to list out annual pricing to include all applicable hosting or platform fees. Vendor to also list out any additional fees for training, end-user documentation, MARC records, metadata records, service updates or enhancements for each product.	
Career Resources - Resource for those looking to enhance their career prospects through coaching, resume help, interview tips, and more.	
BlueCareer (Renewal)	\$10,920
Investment - Resource for library patrons to research stock and other investments.	
FinancialFit Multilingual (Renewal)	\$5,250
Other - Resource or service that can apply to one or more of the categories above, or a category not noted above.	
LibraryAware (Renewal)	\$14,950
MasterFILE Complete + eBook Collection (Upgrade)	\$14,000
MasterFILE Elite + eBook Collection (Renewal)	\$12,745



**BRAZORIA COUNTY
PURCHASING DEPARTMENT
237 E. LOCUST STREET, SUITE 406
ANGLETON, TEXAS 77515
TEL: 979-864-1825 FAX: 979-864-1034**

**BRAZORIA COUNTY
REQUEST FOR PROPOSAL COVER SHEET**

The REQUEST FOR PROPOSAL (RFP) and accompanying documents are for your convenience in submitting an offer for the referenced products and/or services for BRAZORIA COUNTY.

“RFP #26-07 E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY”

Sealed Hard Copy or Electronic offers shall be received no later than:

TUESDAY, MARCH 24, 2026 at 11:00 A.M. LOCAL TIME

***PROPOSAL OPENING WILL BE AVAILABLE VIA ZOOM. MEETING LINK IS AVAILABLE ON THE PROJECT DETAILS PAGE IN BONFIRE UNDER “IMPORTANT EVENTS”. BONFIRE LINK:**

<https://brazoriacounty.bonfirehub.com/portal/?tab=login>

IF SUBMITTING AN ELECTRONIC SEALED OFFER:

PREFERRED METHOD IS USING THE “BONFIRE” ELECTRONIC BIDDING PLATFORM.

USE LINK, <https://brazoriacounty.bonfirehub.com/portal/?tab=login>,

CLICK THE HELP BUTTON PROVIDED IN THE BONFIRE WEBSITE AS NEEDED.

IF SUBMITTING A HARD COPY SEALED OFFER:

THE PHYSICAL ADDRESS FOR COURIERS, HAND DELIVERIES AND THE US POSTAL SERVICE IS:

SUSAN SERRANO, CPPO, CPPB
PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE CAMPUS ADMINISTRATION BUILDING
237 E. LOCUST STREET, SUITE 406
ANGLETON, TEXAS 77515

PLEASE USE THE RETURN LABEL PROVIDED WITH THIS SOLICITATION:

*****Please note: US Postal Service mailing address***

The U.S. mail may not deliver to the physical address shown above. Respondents who prefer to use the U.S. mail may submit their offers using the U.S. Postal Service mailing address shown above.

However, packages delivered by the U.S. Postal Service to the Brazoria County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline.

Responses delivered to the mailing address are routed through the County mailroom and may not reach the required location in time for the bid / offer opening.

Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any “No Offer” response, any requirement of this RFP which may have influenced your decision to “No Offer”. If your response to this RFP is a “No Offer” response, please complete the Statement of No Offer in this RFP package and submit.

Any prospective respondent desiring any explanation or interpretation of the solicitation must make a written request online through Bonfire electronic platform or email the project facilitator as shown in Section “Questions Due Date (for Clarifications)”, which must be received by the Purchasing Department at least five (5) business days prior to the scheduled time for the offer opening. Any information given to a prospective respondent concerning this solicitation will be furnished promptly to all other known prospective respondents as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Respondent’s responsibility to verify the issuance of Addenda in regard to this Offer. All Addenda shall be submitted to all known respondents and shall be posted on the Bonfire electronic bidding platform at <https://brazoriacounty.bonfirehub.com/portal/?tab=login>. Brazoria County shall not be responsible for failed internet connections or power interruptions.

All required Offer documents shown on the Table of Contents, including any Addenda Receipt Forms which may have been issued, must be submitted in the Bonfire electronic bidding platform or a sealed envelope included in a hard copy submittal, marked with the bidder’s company name, the Offer name, number and due date.



SUSAN SERRANO, CPPO, CPPB
Purchasing Director
Brazoria County Courthouse Campus Administration Building
237 E. Locust Street, Suite 406
Angleton, Texas 77515

Published Dates:

Wednesday, February 11, 2026

Wednesday, February 18, 2026

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the _____ day of _____, 2026, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and _____ (hereinafter designated Vendor / Contractor).
(company name)

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for RFP #26-07 E-CONTENT MATERIAL(RESOURCES) FOR THE LIBRARY as stated in the Request for Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:

- Brazoria County RFP #26-07 E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY
- Vendor's submittal to the above listed RFP and the final accepted pricing

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this _____ day of _____ 2026.

By: _____
County Judge Signature

By: _____
Printed Name

By: _____
Signature of Vendor

By: _____
Printed Name and Title

SIGNATURE REQUIRED BY
VENDOR UPON AWARD

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

RFP #26-07 E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY

All documents included in this Table of Contents represent components which comprise this bid/offer package and subsequent awarded executed contract. The documents shown in Exhibit A and Exhibit B are required to be submitted in your bid/offer package. ***It is the respondent's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the requirements before you return your bid/offer packet.***

The “Exhibit A - Required Forms” and “Exhibit B – Additional Requirements” below are required to be uploaded into the Bonfire electronic procurement portal system or included with your hard copy submittal in one (1) large sealed envelope or box with the Brazoria County Return Label affixed.

FAILURE TO RETURN THE FOLLOWING FORMS MAY DEEM YOUR PROPOSAL AS NON-RESPONSIVE.

EXHIBIT A – REQUIRED DOCUMENTS

- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT’S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- WORKERS COMPENSATION REQUIREMENTS
- CERTIFICATION REGARDING LOBBYING FORM
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS (*if applicable*) (If vendor has any exceptions to the RFP terms & conditions or special requirements, they must be included with the RFP submittal in order to be considered)
- NON COLLUSION AFFIDAVIT
- CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ (*if applicable*)
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM (*Vendor to sign form if applicable to telecommunications*)
- AUTHORIZED NEGOTIATOR
- RESIDENT / NONRESIDENT BIDDER PROVISIONS
- VENDOR DATA SHEET & W-9 FORM

EXHIBIT B – VENDOR’S RESPONSE

- BID TABLE
- VENDOR RESPONSE TO EVALUATION CRITERIA
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS (*if applicable*) (If vendor has any exceptions to the RFP terms & conditions or special requirements, they must be included with the RFP submittal in order to be considered)
- VENDOR REFERENCES
- SIGNED ADDENDA (*if applicable*)
- AGREEMENTS OR TERMS AND CONDITIONS

Attachments to the RFP:

- Exhibit A – Required Documents
- Exhibit B – Vendor’s Response
- Attachment A – Bid Table

BRAZORIA COUNTY SPECIFICATIONS / SCOPE OF WORK

RFP #26-07 E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 SCOPE

Brazoria County Library System (BCLS) is inviting vendors to submit proposals offering any or all of the following services listed below in section 2. BCLS recognizes that some vendors may specialize in one or more digital services or collections and the library will welcome proposals specific to the type of materials the vendor offers. Responses for one or more digital services or collections may be evaluated separately. This may result in contracts with multiple vendors. When appropriate, a vendor may submit multiple alternatives with associated costs that reflect different solution strategies.

This request for proposal does not in any way restrict or limit library acquisition of library materials in other formats, titles, publishers, or groups of publishers. More than one vendor may be selected.

BCLS consists of twelve (12) branches and the current population of Brazoria County is approximately 413,224 and BCLS has 134,000 cardholders.

BCLS currently uses Spydus for its Integrated Library System (ILS) platform.

2.0 E-CONTENT AND DATABASE SERVICES

- 2.1 E-content delivery platforms
 - 2.1.1 Solution that allows borrowing of a range of electronic materials, including ebooks, audiobooks, movies, music, images, television, comics, newspapers, and/ magazines or journals.
 - 2.1.2 Vendors may provide the discovery platform that can be loaded with content previously purchased by the library or may provide a platform that contains a broad selection of titles that meet the needs of library patrons.
- 2.2 E-content delivery subscriptions
 - 2.2.1 Subscriptions solution that allows borrowing of a range of electronic materials, including ebooks, audio books, movies, music, images, television, comics, newspapers, and/ magazines or journals.
- 2.3 E-content available for license or purchase
 - 2.3.1 Solution that allows the library to purchase licensed electronic material or education content, including books, audiobooks, movies, music, images, television, comics, newspapers, and/or magazines that can be loaded onto a discovery platform supported by the library system.
- 2.4 Database and online learning services
 - 2.4.1 Subscriptions or licensing solutions for BCLS to offer online database and online learning resources which support patron research and homework needs in high demand subject areas, including, but not limited to arts & crafts, business information, career resources, genealogy research, homework help & reference, investment, language learning, literature and publishing.
- 2.5 Analytics Services
 - 2.5.1 Vendors shall provide robust analytics and reporting tools that enable the Brazoria County Library System (BCLS) to evaluate the usage, performance, and value of library materials. These tools should support data driven decision-making and help BCLS optimize its collections and better meet community needs.
- 2.6 Database and Holdings Subscription
 - 2.6.1 Vendors may propose access to bibliographic databases, holdings subscriptions, and/or cataloging tools that support the Brazoria County Library System (BCLS) in maintaining accurate, comprehensive, and up-to-date catalog records.

3.0 DELIVERY MODEL AND COST

Please provide information on the following in Exhibit B – Additional Requirements and Attachment A – Bid Table which are required documents as noted below.

- 3.1 Service Delivery Model (Exhibit B)
 - 3.1.1 Method for patron authentication
 - 3.1.2 Description of how products are suitable for libraries
- 3.2 License Terms and Conditions or Agreements, if applicable (Exhibit B)
- 3.3 Cost Proposal: Itemized pricing for platform use and any one-time setup costs including the following.
 - 3.3.1 Annual pricing and all applicable hosting fees or platform fees (Attachment A – Bid Table)
 - 3.3.2 Basis for price (cardholder, population, etc.) including a separate attachment if needed (Exhibit B)
 - 3.3.3 Pricing schedule for individual content or services, including discounts if available (Exhibit B)
 - 3.3.4 Value-added services provided to the library as a purchaser or subscriber, including optional features, products, or services (Exhibit B)
 - 3.3.5 Any added fees for training, end-user documentation, MARC records, metadata records, service upgrades, or enhancements (Attachment A Bid Table)
- 3.4 Vendor Experience and Capacity in Supporting Delivery of Service including the following. (Exhibit B)
 - 3.4.1 Brief history of company/vendor, including years in business
 - 3.4.2 Security and stability of service

4.0 PRODUCT FEATURES

Please provide information on the following in Exhibit B.

- 4.1 Product features that make it more appealing than that of a competitor
- 4.2 The search capabilities of the product or service
- 4.3 The lending model and access methods of the product
- 4.4 Reporting tools available to BCLS staff to measure usage

5.0 PRICING VALIDITY PERIOD

Due to the anticipated time required for evaluation, negotiation, and finalization of the master agreement and associated terms and conditions, including legal review and approval, respondents are requested to hold all proposed pricing firm for a minimum of **one hundred eighty (180) days** from the RFP submission deadline. Respondents should be aware that pricing may be required to remain valid through the **anticipated contract start date of October 1** and, if awarded, **for the full initial contract term of twelve (12) months**.

Accordingly, respondents are requested to identify in their proposals the **maximum duration** for which pricing can be held firm without adjustment, and to clearly disclose any **assumptions, limitations, or conditions** that may impact pricing beyond the initial one hundred eighty (180)-day period or during the initial contract term.

BRAZORIA COUNTY

INSTRUCTIONS TO RESPONDENTS

RFP #26-07 E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 THE CONTRACT:

The Contract consists of all documents included in this Request for Proposal Number 26-07, as well as addenda issued prior to execution of the Contract and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract. Brazoria County may make partial or complete awards to one or more vendors (if applicable) whichever is in the best interest of the County.

2.0 PROJECT DESCRIPTION

Brazoria County is seeking proposals for E-Content Material (Resources) for the Library.

3.0 ESTIMATED PROJECT TIMELINE *(dates may be subject to change)*

Step One –

Publicly advertised (1st Notice)	Wednesday, February 11, 2026
Publicly advertised (2nd Notice)	Wednesday, February 18, 2026
Deadline for Questions (Clarifications) Submitted	Friday, March 06, 2026
Deadline for Addendum to be posted in Bonfire	Monday, March 16, 2026

Response Open/Due date by 11:00 a.m. C.S.T.

Tuesday, March 24, 2026

Step Two – Interviews *(if applicable to project)*

TBD

Interviews with short-listed candidates
Selection committee recommendation

Negotiations *(if applicable to project)*

TBD

Enter into negotiations with highest ranked firm

Award - Contract approval by Commissioner's Court

Tuesday, May 12, 2026

4.0 QUESTIONS DUE DATE (FOR CLARIFICATIONS)

Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request which must be received by the Purchasing Department on or before Friday, March 06, 2026. The request must be emailed to bidclarifications@brazoriacountytx.gov. Emails must include the project name and number in the subject field.

All responses to questions or clarification requests will be answered in the form of an addendum after the question deadline and no later than 5 business days prior to the opening/closing date of the solicitation.

5.0 PRE-OFFER MEETING

There is not a pre-bid scheduled for this project.

6.0 PROPOSAL REQUIREMENTS

The proposal includes instructions to respondents, specifications and contract documents. It is the responsibility of each Respondent before submitting a proposal to examine the contract documents thoroughly.

RFP SUBMISSIONS MAY BE PROVIDED IN ONE OF TWO WAYS, AS EXPLAINED BELOW:

If submitting an RFP Electronic Document Submission (using the Bonfire electronic platform)

Respondent shall fill out and upload the “Exhibit A Required Forms” and “Exhibit B Additional Requirements” into the Bonfire electronic platform. An authorized representative of the company **MUST** sign all required forms. See “Exhibit A Required Forms” for instructions on signing electronically.

If submitting an RFP Hard Copy Document Submission

One (1) original hard copy shall be submitted, which will consist of “Exhibit A Required Forms” and “Exhibit B Additional Requirements”.

The hard copy submission shall be sealed in an envelope or box for delivery to the Brazoria County Purchasing Director per instructions herein. All documents included in the response and the outside of the envelope and/or box must be labeled with the vendor name and the RFP number. A Return Label is also provided in this solicitation.

7.0 CONTRACT AWARD / EVALUATION PROCESS

An evaluation committee will examine all responses to this Request for Proposals. Responses that do not conform to the instructions given or that do not address all the questions and services specified may be eliminated from consideration. Brazoria County, however, reserves the right to accept such a response if it is determined to be in the County’s best interest to do so.

Brazoria County may initiate discussions with respondents. Additional information will be accepted during this period from respondents who responded to the original request. Respondents may NOT initiate discussions. Brazoria County expects to conduct discussions with respondent personnel authorized to enter into contractual obligations.

Brazoria County shall rank responses in accordance with the Evaluation Criteria and will review proposal content and its conformance to requirements. Following an initial evaluation, the evaluation team may recommend award without further discussion with one or more respondents or may conduct discussions and interviews with top-ranked responsible respondent(s).

During the discussion / interview and negotiations, the evaluation team may allow the respondent(s) to submit a best and final offer. Final offers shall be evaluated on the same criteria used in the first evaluation.

The award of the contract shall be made to the responsible respondent whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this request for proposal.

“Lowest and best” means an offer providing the best value for the County considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale.

Brazoria County is not bound to accept the lowest priced proposal if that proposal is judged not to provide the best value for the County.

Proposals will be opened publicly to identify the names of the respondents. Other contents of the proposals will not be disclosed prior to award or rejection by Brazoria County.

Brazoria County reserves the right to reject any and all proposals and is not obligated to award a contract pursuant to this request for proposal.

8.0 EVALUATION CRITERIA

The criteria used to evaluate the proposals shall be:

Price - Price submitted in offer (including annual services beyond platform and set up fees for all items)	30 points
Coverage Provided – Breadth and depth of content / learning services available to suite BCLS needs, description of how products are suitable for libraries.	20 points
Customer Service- Ease of service / platform use and suitability of reporting tools to meet BCLS needs and method for patron authentication	35 points
Company Data and Experience-Ability to provide services requested, years in business, and service reliability.	10 points
Pricing Validity Period – Length of time pricing can be held.	5 Points

Bonus Scoring (15 point scale)

8.1 Bonus Points-Interview (If requested by evaluation committee)

Your score may be adjusted up to a maximum of 15 points-total overall possible evaluation points=15

8.1.1 Response to Questions & Answers (0-10 points)

8.1.2 Interview preparedness & adherence to interview (0-5 points)

9.0 CONTRACT TERM

Award for the RFP shall begin on October 1st and shall continue for twelve (12) months, ending on September 30th.

Individual subscriptions awarded under this RFP will be allowed to have start dates based upon their individual go live dates; however, in the fifth and final term of the contract, the subscription(s) will terminate on September 30th. The term of the RFP will prevail over the individual subscription(s) terms.

The go-live and / or transition period shall be coordinated with the awarded vendor to ensure continuity of access and minimal disruption to users.

Further, Brazoria County reserves the right to renew the Contract every twelve (12) months for four (4) renewal periods. Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

10.0 PROJECT MANAGER

Jennifer Hill, Brazoria County Library System

The County will maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of the contract.

11.0 INCLEMENT WEATHER FOR HARD COPY SUBMITTALS:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a proposal submission deadline, the closing will automatically be postponed until the next business day the County is open and at the time shown on the Cover Sheet.

If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

12.0 INSURANCE REQUIREMENTS

Vendor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Vendor, name of insurance company, policy number, term of coverage and limits of coverage.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Vendor.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Vendor shall require that any and all subcontractors that are not protected under the Vendor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Vendor and provide written proof of such insurance to Vendor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Vendor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

In the event that the insurance is renewed during the duration of the contract, Vendor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Vendor shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein.

WAIVER OF SUBROGATION:

All policies of insurance shall waive all rights of subrogation against Brazoria County, its officers, employees and agents.

ADDITIONALLY INSURED:

Further, on vendor's certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured with the exception of workers compensation insurance. The certificate holder shall be as follows:

Brazoria County
237 E. Locust Street, Suite 401
Angleton, TX 77515

13.0 PAYMENTS TO VENDOR

13.1 Purchase Orders:

13.3.1 The awarded vendor must receive a proper Purchase Order Number from Brazoria County

13.2 Invoices or Pay Applications:

13.2.1 Invoices or pay applications shall be mailed to the address on the Purchase Order.

13.2.2 All invoices or pay applications must reference the appropriate Purchase Order number.

13.2.3 Invoices or pay applications shall include additional detailed information such as an itemized listing of the items ordered.

13.2.4 Pay applications will need to be signed and approved by all parties prior to receipt for payment.

13.3 Pricing:

13.3.1 All prices shall be firm and shall not be subject to escalation for the term of this contract except as specifically stated herein.

14.0 DISADVANTAGED BUSINESSES

Disadvantaged businesses, particularly the State of Texas Comptroller's Office VetHUB Program, are encouraged to participate in the bid/RFP processes. Although Brazoria County does not certify HUB vendors, Brazoria County recognizes the certifications of other governmental entities. If you are certified by a government entity, please upload the certificate with your response electronically in the Bonfire electronic platform or include a hard copy of your certificate in your submittal.

Per Code of Federal Regulations, Title 2, § 200.321, "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms", if awarded vendor is a prime contractor and subcontractors are to be let by prime contractor, the following affirmative steps are required of the prime contractor:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Brazoria County must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

15.0 SYSTEM FOR AWARD MANAGEMENT (SAM)

The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds.

Prior to award, Brazoria County will check www.sam.gov, the System for Award Management (SAM), to ensure that the proposed vendor has not been debarred. Vendor shall provide their Unique Entity ID number to Brazoria County in order to check www.sam.gov for debarment. If you do not have a Unique Entity ID number, you can request a number for free by visiting <https://sam.gov/content/entity-registration>. For additional information about the change from DUNS to Unique Entity ID visit <https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-id-is-here>. Brazoria County is unable to conduct business with vendors who have been debarred.

16.0 AWARD LETTER

After the award has been made in Commissioner's Court, an award letter will be sent to the vendor with information on how to submit any required documentation needed to finalize the award. Once all required bonds, insurance, and other applicable forms have been submitted to the Purchasing Department, the Project Manager will contact the awarded vendor and set up the project kick-off meeting, if applicable.

17.0 DISCLOSURE OF CERTAIN RELATIONSHIP

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates

with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

A person commits an offense if the person knowingly violations Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>

Texas Local Government Code Chapter 176 can be found here: <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>

Questionnaire Form CIQ is included in this bid/offer.

By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176. If required, completed forms should be sent with your proposal, as well as to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

18.0 CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission.

Form 1295 and definitions are included in this bid/offer for your information.

All responding vendors may access a video from the Texas Ethics Commission which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://brazoriacountytexas.gov/departments/purchasing/doing-business>.

19.0 BACKGROUND CHECKS AND NON-DISCLOSURE AGREEMENTS:

It is the policy of the County that contractor employees and subcontractors that will complete work in sensitive areas on Brazoria County property be subject to a criminal background check. The County reserves the right to determine a sensitive area and the appropriateness of a criminal background check for any contractor employee or subcontractor.

Non-Disclosure Agreements (NDA) may also be required by Brazoria County. NDAs will be provided to contractor employees and any subcontractors by the Purchasing Department and must be signed and returned in a time frame determined by Purchasing Department

BRAZORIA COUNTY BID TABLE SUBMITTAL INSTRUCTIONS

RFP #26-07 E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY

Please follow the instructions found in Item 1.0 if you are submitting your bid electronically using Bonfire electronic bidding platform

1.0 ONLINE OFFER SUBMISSION (*PREFERRED METHOD OF SUBMISSION*)

RESPONDENTS ARE TO DOWNLOAD AND FILL OUT THE ONLINE BID TABLE FROM BONFIRE AND THEN UPLOAD THE COMPLETED TABLE INTO BONFIRE TO BE INCLUDED WITH THEIR ONLINE PROPOSAL SUBMISSION.

Please follow the instructions found in Item 2.0 if you are submitting a sealed hard copy proposal

2.0 HARD COPY PROPOSAL SUBMISSION

RESPONDENTS ARE TO INCLUDE WITH THEIR SEALED HARD COPY PROPOSAL, A PRINTED COPY OF ATTACHMENT A BID TABLE.

GENERAL: Brazoria County reserves the right to accept or reject any or all bids and waive all technicalities.

All delivered items should be priced – FOB Destination Full Freight Allowed. Brazoria County will not pay for any additional transportation and/or shipping charges.

BRAZORIA COUNTY STATEMENT OF NO OFFER

RFP #26-07 E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY

If Respondent is not submitting on the goods and/or services as stated in this RFP, please download and complete this form.

Mail the form to:

Brazoria County Administration Building, Purchasing Department, 237 E. Locust Street, Suite 406, Angleton, Texas 77515.

Or email to: aerickson@brazoriacountytx.gov

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a response for the following reason(s) [please check all that apply]:

- ☐ Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.
- ☐ Specifications unclear (please explain below).
- ☐ We do not offer this commodity and/or service or an equivalent.
- ☐ Insufficient time to respond to the RFP.
- ☐ Our schedule would not permit us to perform.
- ☐ Cannot meet insurance requirements.

Remarks: _____

BRAZORIA COUNTY

STANDARD TERMS AND CONDITIONS

1. **FUNDING:** Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Brazoria County fiscal year shall be subject to budget approval.
2. **DELIVERY:** Items ordered from this offer may require delivery to various locations throughout Brazoria County, as specified in this offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the offer price except as noted herein.
3. **AWARD OF CONTRACT:** Brazoria County reserves the right to reject any or all offers, and to select any part or parts thereof without accepting the entire offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the best value to the County. The successful Respondent will be notified of award as promptly as a thorough analysis of offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply payment and performance bonds and certificate of insurance as may be required herein.
 - 3.1 Brazoria County hereby notifies Respondents that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this Contract may be terminated and payment withheld if awarded Respondent becomes indebted to the County during the term of the Contract.
4. **EQUAL EMPLOYMENT:** All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
5. **CONTRACT:** The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, all well as all other documents included in the Request for Proposal Number 26-07 as stated in the Request for Proposal Package Checklist, and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract, except as agreed upon by all parties hereto.
6. **INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any offer for a Contract for supplies or services and a part of these specifications, that the submission of any offer in response to this request constitutes an offer made under the same conditions, for the same price, and for the same effective period as this offer, to any other governmental entity having an interlocal agreement with Brazoria County.
 - 6.1 It is further understood, that any other governmental entity that elects to use a Brazoria County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.
7. **DEFAULT OF RESPONDENT:** If successful respondent defaults by failing to supply payment and performance bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next respondent who provides the best value to Brazoria County upon the approval of Commissioners' Court.
 - 7.1 Respondent, in submitting this offer, agrees that Brazoria County shall not be liable for damages in the event that the County declares the respondent in default.
8. **ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the offer package and/or Contract. Respondents shall acknowledge receipt of all addenda.
9. **SALES TAX:** Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

10. ETHICAL CONDUCT: The respondent shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

10.1 The Respondent affirms that the only person or parties interested in this offer as principals are those named herein, and that this offer is made without collusion with any other person, firm, or corporation.

11. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- 1) Have adequate financial resources, or the ability to obtain such resources as required;
- 2) Be able to comply with the required or proposed delivery schedule;
- 3) Have a satisfactory record of performance;
- 4) Have a satisfactory record of integrity and ethics;
- 5) Be otherwise qualified and eligible to receive an award.

11.1 Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

12. REFERENCES: During an analysis of all offers, Brazoria County may request Respondent to supply a list of three (3) references to which like services or materials have been supplied by Respondent. If requested, references should include name of firm, address, telephone number and name of representative.

13. INSURANCE: Prior to acceptance of contract by Brazoria County, the successful Respondent must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.

14. SILENCE OF SPECIFICATIONS: The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

15. INDEMNIFICATION: The successful Respondent (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, Directors, officials, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

15.1 Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, employees, subcontractors, or any employees or agents of subcontractors, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.

15.2 Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

16. THIRD PARTY BENEFICIARY CLAUSE: It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

17. PURCHASE ORDERS REQUIRED: All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.

18. TESTING: All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately terminate any Contract found not to be in compliance with governing specifications as a result of testing by the County.

19. WAGES: Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

20. TERMINATION OF CONTRACT:

Termination with Cause:

“Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days’ prior written notice.

21. DELIVERY OF NOTICES: Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

22. DELIVERY TICKETS: Delivery tickets shall accompany each order shipped, and shall show Contractor’s name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.

23. HAZARDOUS SUBSTANCES: State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

24. PAYMENT: Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Texas Government Code chapter 2251. Contractor is required to pay subcontractors within ten (10) days.

25. CONTRACTOR’S LIABILITY: The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, including the Contractor’s agents, employees, subcontractors, and any employees or agents of subcontractors, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

25.1 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, including the Contractor’s agents, employees, subcontractors, and any employees or agents of subcontractors, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

26. DEFECTIVE MATERIALS: Unless otherwise stated herein, items supplied under this Contract shall be subject to the County’s approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

27. WARRANTY: Contractor shall warrant that all items and services shall conform to the proposed specifications, all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor

shall provide additional warranty requirements as defined in the Scope of Work attached. Respondents must provide all warranty terms and conditions in response package.

- 28. ASSIGNMENT:** Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.
- 29. GOVERNING LAW:** Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.

All documents are subject to the Public Information Act requirements.

- 30. DRAWINGS:** All drawings, plans, and specifications are hereby attached and made a part of this Contract.
- 31. RIGHT TO AUDIT:** At any time during the term of this Contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful respondent's expense within two (2) weeks of written request.
- 32. BID BOND:** If required by the County, all respondents must submit with bid, a Bid Bond for at least five percent (5%) of the total bid price, if the bid exceeds \$100,000 in Contract price or if the Contract includes construction of public work. Such Bid Bond issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, is a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Instructions/Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required.
- 33. PERFORMANCE AND PAYMENT BONDS:** In the event the total accepted proposal price exceeds \$25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds \$100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.
- 34. APPLICABLE LAW:** All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.
- 35. COMPLIANCE WITH APPLICABLE LAWS:** Respondent shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by respondent hereunder or which in any manner affect this Contract.
- 36. FORCE MAJEURE:** Neither the County nor the successful respondent shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
- 37. SEVERABILITY:** If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.
- 38. QUANTITIES:** Brazoria County requests purchase prices for the items identified in this offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of offer preparation. These

quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

38.1 Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

- 39. PURCHASE FROM OTHER SOURCES:** Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the respondent and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.
- 40. AGREEMENT TO NOT BOYCOTT ISRAEL:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott Israel and will not boycott Israel, as defined by Chapter 808 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- 41. TEXAS GOVERNMENT CODE 552, SUBCHAPTER J:** Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 42. PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION (2 CFR 200.216):** By agreeing to this purchase order (or if no formal agreement, by providing goods/services) the vendor represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system. Additionally, the vendor represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.
- 43. AGREEMENT TO NOT BOYCOTT ENERGY COMPANIES:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott energy companies and will not boycott energy companies, as defined by Chapter 809 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- 44. AGREEMENT TO NOT DISCRIMINATE AGAINST A FIREARM ENTITY OR TRADE ASSOCIATION:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not discriminate against a firearm entity or trade association and will not discriminate against a firearm entity or trade association, as defined by Chapter 2274 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- 45. DEBRIEF, PROTEST AND APPEAL PROCUDURES:** Please see page 20 of 48, section D. of the Brazoria County Policy and Procedure Manual which can be found on the Brazoria County Purchasing Department's "Doing Business" webpage, <https://www.brazoriacountytx.gov/departments/purchasing/doing-business>.
- 46. DISCLOSURE OF INTERESTED PARTIES FORM 1295:** A person or business, who enters into a contract with the County, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295. **This form is not required unless there is a contract between the vendor and the Brazoria County. Do not submit this form unless you receive an award letter from the County.**

BRAZORIA COUNTY SPECIAL REQUIREMENTS

RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede other requirements where applicable.

General

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide goods and/or services to Brazoria County as described herein. It is not the intention to describe every item required. In the performance of this Contract, the successful respondent represents it is familiar with the condition under which Brazoria County operates and represents that it has the resources, knowledge and skills to properly support the County's needs consistent with these special conditions and the Contract documents.

The County reserves the right to modify this Contract and Scope of Work as necessary to develop and maintain specifications / statement of work that meets the County's needs. Such modifications shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Brazoria County shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

The Specifications/Statement of Work provided in this package is to be used as a guide in developing an offer to this RFP. The information contained herein is not intended to be restrictive and the County will consider alternate offers submitted by respondent. Alternate offers shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Statement of Work and shall include all pricing/cost advantages if applicable. Respondents are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Statement of Work.

All offers inclusive of pricing shall remain firm for acceptance for a period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices offered shall reflect the full Specifications/Statement of Work as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Respondent must include all incidental costs in his pricing. Brazoria County will not provide or allow for parking or travel reimbursements for the respondent's employees. Respondent's offices, administration and/or place of business will not be on Brazoria County premises and will be the respondent's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Request for Proposal, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the respondent is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the respondent's employees and or equipment during the course of the Contract.

Respondents may be requested to provide presentations, such presentations may develop into negotiating sessions with the successful respondent as selected by the evaluation committee. If Brazoria County and respondent are unable to agree to Contract terms, Brazoria County reserves the right to terminate Contract negotiations with that respondent and enter into negotiations with another respondent.

No award or acquisition can be made until Commissioners Court approves such action.

Brazoria County will not be obligated to the respondent for goods and/or services until completion of a signed Contract as approved by Commissioners Court.

Submission of an offer implies the respondent's acceptance of the evaluation criteria and respondent recognition that subjective judgments must be made by the evaluating committee.

This Request for Proposal in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or services described, implied or which may be proposed, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the respondent in preparing a response to this RFP. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this request for proposal, and reserves the right to reject any

and all offers. All offers and their accompanying documentation will become the property of Brazoria County. All offers shall be open to negotiation.

All documents will be held by the County and are NOT subject to public view until an award is made. When an award is made, offers are subject to review under the "Public Information Act". To the extent permitted by law, respondents may request in writing non-disclosure of confidential data. Such data shall accompany the offer, be readily separable from the offer and shall be CLEARLY MARKED "CONFIDENTIAL".

All correspondence relating to this RFP, from advertisement to award shall be sent to the Brazoria County Purchasing Department. All presentations and/or meetings between Brazoria County and the respondent relating to this RFP shall be coordinated by the Brazoria County Purchasing Department. Deviations from this requirement may cause the cancellation of this RFP process and/or disqualification of respondent's proposal.

All information provided to respondent for the purpose of submitting a proposal in response to this RFP is confidential, and is and will remain, the property of Brazoria County and will not be used by respondent for any other purposes.

The respondent is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at respondent's risk.

The use of liquid paper is **NOT** acceptable and may result in the disqualification of RFP. If an error is made, bidder **MUST** draw a line through the error and initial each change.

Exceptions

Respondent Terms & Conditions are subject to the review and approval of Brazoria County. In the event of conflicting Terms & Conditions, the terms and conditions contained in the solicitation package shall prevail.

Respondent must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

Public Information Act

All responses to this solicitation are in their entirety, subject to the Public Information Act. Brazoria County will respond to open records requests in accordance to law by providing all requested response information unless respondent (respondent) has specifically identified, in the response package, any section or part respondent deems confidential and/or proprietary. Respondent must note and identify such information on the page where such information appears in the same manner as other exceptions.

Late Offer - Electronic Submissions

Once the project closes in Bonfire, Respondents are not able to upload a finalized submission electronically.

Late Offer – Hard Copy Submissions

Hard Copy proposals received in the office of the County Purchasing Director after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Director shall be the official time of receipt.

Altering Submissions - Electronic

If an error is made after your proposal submission is finalized, click [HERE](#) for instructions. Bonfire allows for respondents to make alterations or amendments and re-submit their submissions before the project closes.

Altering Submissions – Hard Copy

Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

Substitutions to Offer

Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

Withdrawal of Offer

An offer may not be withdrawn or canceled by the respondent without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and respondent so agrees upon submittal of their bid/offer.

Descriptions

Any reference to model and/or make/manufacturer used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offer on items of like quality will be considered. Offer must provide hardware specifications where hardware is offered.

Terms of Payment

Terms of payment shall be net thirty (30) days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be offered. Invoices for installed equipment and software will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

Pricing / Delivery

All items should be priced – FOB Destination Full Freight Allowed, inside delivery. Brazoria County will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the County unless such costs were explicitly included in the proposal. Respondent will incur any costs not explicitly included in the proposal and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

Reduction in Price: If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Brazoria County.

Price Increase: Requests for price adjustments must be solely for the purpose of accommodating an increase in the vendor's cost. A request for a pricing increase will be reviewed by Purchasing Department using the Producer Price Index (PPI) and/or Consumer Price Index (CPI) and any other research available to determine market conditions favorable to the increase. If market conditions dictate an increase to an awarded vendor's cost, the awarded vendor may submit a request to increase pricing no later than thirty (30) days after receiving notice of the County's intent to renew the contract. Requests will only be considered at the time of renewal with written approval from the County. Additionally, the vendor must de-escalate pricing on a previously escalated item, if the decrease is appropriate, due to market conditions.

The request must be in writing and substantiated with supporting documentation (i.e., increase in manufacturers direct cost, etc.). The request shall be addressed to the County Purchasing Director, 237 E. Locust, Suite 406, Angleton, Texas 77515. The request may also be emailed to the Contract Specialist listed in the solicitation. The awarded vendor's past history of honoring contracts at the bid/offer price will be an important consideration in the determination of requested price increase. Brazoria County reserves the right to accept or reject any/all of the requests for price adjustments as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the termination provisions of the contract.

Personnel

Successful respondent agrees at all times to maintain an adequate staff of experienced and qualified full time employees to ensure efficient performance under this Agreement. No part-time, subcontract, or third party personnel may perform services hereunder without the prior written consent of the Brazoria County Purchasing Department.

Successful respondent agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.

Brazoria County may, at any time, request the removal and replacement of any of successful respondent's employees and the successful respondent will duly consider such request.

Legal Documents

Respondent must submit with its proposal any agreements for services, etc. which may be required by their organization to enter into a Contract with Brazoria County. These agreements must be completed, executed by respondent's authorized representative and submitted with the returned proposal, and are subject to review and amendment by the Brazoria County Attorney's Office, and to approval by Commissioners Court. In the event of conflicting terms, the Brazoria County Terms and Conditions, Statement of Work, and attachments shall prevail.

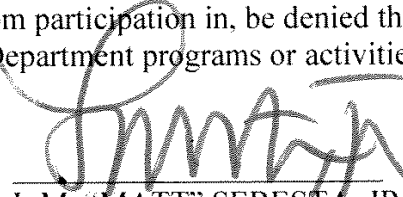
Contract Obligations

This offer, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful respondent and Brazoria County. The selected respondent will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The respondent's response may be incorporated into any Contract which results from this RFP, therefore, respondents are cautioned not to make claims or statements which they are not prepared to commit to Contractually. Failure by the respondent to meet such claims will result in a requirement that the respondent provide resources necessary to meet submitted claims and/or breach of Contract.

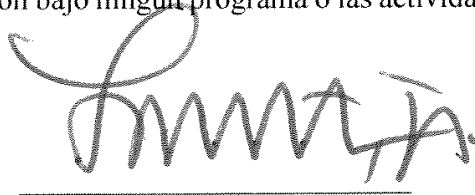
**Title VI and Related Statutes
Nondiscrimination Statement**

Brazoria County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.


L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

**Titulo VI y Estatutos Relacionados
Declaration de No Discriminacion**

Brazoria County, como beneficiario de la asistencia financiera federal y según el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos relacionados, asegura que ninguna persona será excluida por motivos de raza, religión (donde el objetivo principal de la ayuda financiera es proporcionar empleo por 42 USS § 2000d-3), color, origen nacional, sexo, edad o discapacidad de participación en, o negado los beneficios de, ni será sujeto a discriminación bajo ningún programa o las actividades del Departamento.


L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

BRAZORIA COUNTY INSURANCE REQUIREMENTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. FOR STANDARD PURCHASES CONTRACTS, THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.
2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
a. Premises and product liability	\$1,000,000
b. Aggregate policy limits	\$1,000,000

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

COVERAGE	PER OCCURRENCE
a. Bodily injury (including death)	\$1,000,000
b. Property damage	\$1,000,000

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of Brazoria County and Brazoria County, Texas harmless; i.e., shall include coverage for "Hold Harmless Agreement".

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of Brazoria County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas. Neither approval by Brazoria County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

Certificate Holder information shall be as follows:

Brazoria County
237 E. Locust Street, Suite 401
Angleton, TX 77515

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

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

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

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

TEXAS ETHICS COMMISSION RULES

CHAPTER 46. DISCLOSURE OF INTERESTED PARTIES

§ 46.1. Application

- (a) This chapter applies to section 2252.908 of the Government Code
- (b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:
 - (1) the contract requires an action or vote by the governing body of the entity or agency; or
 - (2) The value of the contract is at least \$1 million.
- (c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:
 - (1) the governing body has legal authority to delegate to its staff the authority to execute the contract
 - (2) The governing body has delegated to its staff the authority to execute the contract; and
 - (3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§ 46.3. Definitions

- (a) "Contract" means a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, whichever is earlier, and includes an amended, extended, or renewed contract.
- (b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.
- (c) "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.
- (d) "Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.
- (e) "Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - (1) receives compensation from the business entity for the person's participation;
 - (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.
- (f) "Signed" includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature.
- (g) "Value" of a contract is based on the amount of consideration received or to be received by the business entity from the governmental entity or state agency under the contract.

§ 46.4. Changes to Contracts (new rule effective January 1, 2017)

(a) Section 2252.908 of the Government Code does not apply to a change made to an existing contract, including an amendment, change order, or extension of a contract, except as provided by subsections (b) or (c) of this section.

(b) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if a disclosure of interested parties form was not filed for the existing contract; and either:

- (1) the changed contract requires an action or vote by the governing body of the entity or agency;
or
- (2) the value of the changed contract is at least \$1 million.

(c) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if the business entity submitted a disclosure of interested parties form to the governmental entity or state agency that is a party to the existing contract; and either:

- (1) there is a change to the disclosure of interested parties; or
- (2) the changed contract requires an action or vote by the governing body of the entity or agency;
or
- (3) the value of the changed contract is at least \$1 million greater than the value of the existing contract.

§ 46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

- (1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;
- (2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;
- (3) The name of each interested party and the city, state, and country of the place of business of each interested party;
- (4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the services, goods, or other property used by the governmental entity or state agency provided under the contract; and
- (5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed.

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the governmental entity or state agency receives the disclosure.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

****Note:** . A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295.

Boycott Verification

This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A)
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____
_____ (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above,

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not boycott a firearm entity of firearm trade association currently; and
- (F) will not boycott a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

**BRAZORIA COUNTY
RETURN LABEL**

**USE THIS LABEL ONLY IF YOU ARE SUBMITTING A HARD
COPY PROPOSAL SUBMISSION**

<u>SEALED REQUEST FOR PROPOSAL (RFP)</u>	
RFP#:	26-07
OPENING DATE:	TUESDAY, MARCH 24, 2026
OPENING TIME:	11:00 A.M. LOCAL TIME
RFP DESCRIPTION:	E-CONTENT MATERIAL (RESOURCES) FOR THE LIBRARY
RETURN OFFER TO:	PHYSICAL ADDRESS: COUNTY PURCHASING DIRECTOR BRAZORIA COUNTY PURCHASING 237 E. LOCUST STREET, SUITE 406 ANGLETON, TEXAS 77515
<i>DATED MATERIAL – DELIVER IMMEDIATELY</i>	

**PLEASE CUT OUT AND AFFIX THE RFP LABEL ABOVE TO THE OUTER
MOST ENVELOPE OF YOUR RESPONSE TO HELP ENSURE PROPER
DELIVERY!**

*******LATE RFP's CANNOT BE ACCEPTED*******