

**License Agreement** consists of:

- This ProQuest Customer Order Form
- Your Clarivate Master Agreement; and
- Any attached Addenda
- Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts



By signing this Order Form ("Agreement") you agree to license the Products subject to the License Agreement described above and you certify that you are authorized to enter into this Agreement on behalf of the Customer.

Customer: Texas General Land Office	
<p><b>Authorization by Customer:</b></p> <p>DocuSigned by:</p> <p>Signature:  _____  <small>7C299F4374E77491...</small> <span style="color: red;">Duly Authorized Signature</span></p> <p>Name: <u>Mark A. Havens</u></p> <p>Title: <u>Chief Clerk</u></p> <p>Date Signed: <u>5/10/2024</u></p>	<p><b>Authorization by ProQuest LLC:</b></p> <p>DocuSigned by:</p> <p>Signature:  _____  <small>E5297C41908F4E2...</small> <span style="color: red;">Duly Authorized Signature</span></p> <p>Name: <u>Dawn Branham</u></p> <p>Title: <u>Director, Order Management</u></p> <p>Date Signed: <u>5/9/2024</u></p>

**Q-00614611 US10043625**

Product Name	Code	Start Date	End Date	Price
Ancestry Library	ANCLIB	5/1/2024	4/31/2025	1,507.07 USD
<b>Total Price:</b>				<b>1,507.07USD</b>

**EasyRenew Terms:**

N/A

**Product Notes:**

*Ancestry Library Edition – No remote access is allowed for public libraries, genealogical and historical societies, government agencies, for-profit corporations, and non-profit organizations. Remote access may be available for academic institutions, with the following certain restrictions:*

- Only currently enrolled students and active faculty are allowed remote access.
- No remote access for alumni and faculty emeritus. (However, on-campus access is permissible for all groups.)
- Users must be authenticated via the schools' website using IP address or Referring URL. No username/password access

**Additional Information:**

Billing Information:	Shipping Information:
Please review your billing address to ensure its accuracy.	Please confirm the shipping address is accurate.
<b>Texas General Land Office</b> 1700 Congress Ave Rm 131 Austin TX United States 78701-1436	James Harkins james.harkins@glo.texas.gov <b>Texas General Land Office</b> 1700 Congress Ave Rm 131 Austin TX United States 78701-1436
<b>Electronic Invoice Recipient(s):</b> Vendor Invoices vendorinvoices@glo.texas.gov	<b>Electronic Renewal Recipient(s):</b> James Harkins james.harkins@glo.texas.gov Tess Baker tess.baker@glo.texas.gov
If your subscribing institution requires the use of Purchase Orders, please indicate below. <b>Purchase Order #</b>  <b>Billing Information Notes</b>	<b>Tax Registration Number #</b> If tax exempt, please include copy of supporting documentation with signed agreement or email a copy to <a href="mailto:taxinformation@proquest.com">taxinformation@proquest.com</a>

Invoices will be emailed to the bill-to-contact and renewals will be emailed to the ship-to-contact. If your institution is unable to accept electronic invoices, please check this box:

Technical Contact:	Phone:	Email:

IP Authentication:	Barcode Scheme:	Alternative Authentication:	LIBCODE
	Length: Prefix:		
Authentication Instructions:			

Additional Sites:

**Account Manager Information:**

Inez Karageorge  
 (734) 997-4076 | inez.karageorge@proquest.com

OGC <sup>DS</sup> AD PM <sup>DS</sup> SSD SDD <sup>DS</sup> WJ DGC <sup>DS</sup> MB GC <sup>DS</sup> JG DLC <sup>DS</sup> JP



Effective Date	05/01/2024
Client Name	Texas General Land Office

## Clarivate Terms Master Agreement

This Master Agreement (“**Terms**”) between ProQuest and the Customer listed above creates a framework of contract terms that govern your use of the Clarivate products, services, and other deliverables (“**Products**”) that you install or you access through our platform(s), website(s) or are otherwise identified in your order form, statement of work or other ordering document (collectively “**Order**”). These Terms and the Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts attached herein are incorporated into each accepted Order unless we have agreed in writing otherwise.

“**We**”, “**our**” and “**Clarivate**” means the Clarivate entity identified in the Order; “**you**” and “**your**” means the Client entity identified in the Order. From time to time, a current affiliate of either party may provide or receive services (as the case may be) by entering into an order form that refers to these Terms. These Terms will continue to apply until terminated by either party by providing written notice. After termination, you cannot place any new orders under these Terms. Unless expressly otherwise provided or agreed in writing, termination of these Terms will not cancel any outstanding orders, which will continue to be subject to these Terms.

The Order, any product/service specific terms and conditions, the Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts and other applicable documents referenced in the Order or these Terms, constitute the complete agreement between us (“**Agreement**”), and supersede any prior discussions or representations regarding your Order, unless fraudulent. Other terms and conditions you seek to incorporate in any purchase order or otherwise, even where such document is signed by Clarivate as a courtesy, are excluded, and your use of the Products confirms your acceptance of these Terms.

### 1. Our products and services

**(a) Orders.** Your Order identifies the Products, quantities, relevant licence and restrictions, fees and charges, permitted users (“**Authorized Users**”) and other relevant details of your Order.

**(b) Intellectual Property.** Together with our licensors, we retain all ownership of and all rights in the Products (including any underlying software, data models, databases or data sets), any pre-existing codes, content, methodologies, templates, tools or other materials used in performing services, and any configurations, modifications or derivatives thereto (collectively “**Clarivate IP**”). Clarivate IP constitutes our valuable intellectual property, confidential information and trade secrets, and you may only use it as expressly permitted in the Agreement. You must promptly notify Clarivate if you become aware of any unauthorized use of Clarivate IP.

**(c) Compliance.** Clarivate and you shall act at all times in accordance with the laws, rules, regulations, export controls and economic sanctions as they apply to such party in connection with its obligations under the Agreement (“**Applicable Laws**”).

**(d) Updates.** The Products change from time to time. If we fundamentally change the Products in a way which materially impairs your usage of the Products, you may terminate the affected Products on written notice no later than 30 days after the change.

**(e) Passwords.** Your access to certain Products may require authentication (e.g. a password). Sharing passwords or facilitating access to unauthorized users is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that Clarivate IP is secure and inaccessible to unauthorized persons.

**(f) Usage information.** We may collect information related to your use of our Products. We may use this information for legitimate business reasons including without limitation to recommend products, services or functionality that may interest users, to test and improve our Products and to protect and enforce our rights under the Agreement, and may pass this information to our third party providers for the same purposes.



**(g) Feedback and knowledge.** Where you provide any comments, recommendation, suggestion or ideas, or any other feedback related to Clarivate IP ("**Feedback**") we may use and exploit such Feedback without restriction or obligation to you and you will not obtain any rights in Clarivate IP. We may freely use our general knowledge, skills and experience, and any ideas, concepts, processes, know-how and techniques developed by Clarivate while providing any Products (including professional services), provided we do not use your confidential or other proprietary information.

**(h) Documentation.** You may print or download PDF copies of user guides, online help, release notes, training materials and other documentation provided or made available within the Products or published online, as updated from time to time ("**Documentation**") for your internal use with the Products, provided all copyright or proprietary rights notices are retained.

**(i) Third party providers.** The Products may include data, software and services from third parties. Some third party providers require Clarivate to pass additional terms through to you, and you must comply with these additional terms as applicable. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms that apply to your use of our Products visit <https://clarivate.com/legal-center/terms-of-business/third-party-terms/>

## 2. Your obligations

**(a) Limited license.** You may only use the Products in accordance with the applicable license set out in Sections 3 to 6, the relevant product/service terms referenced on the Order, and the Documentation. GLO agrees that Clarivate is not responsible for any errors or omissions of GLO's users in connection with the Products and will make reasonable efforts to ensure that users comply with these terms.

**(b) Your content.** You retain ownership of your pre-existing content, data and materials that you provide to us, or use with the Products ("**Content**"). You hereby grant Clarivate a license to use your Content as required by Clarivate to provide you with the Products (including right to sublicense the same to our subcontractors, as required). You must (i) ensure your Content does not infringe third party rights or any Applicable Laws; and (ii) notify Clarivate in advance before transmitting to us, and clearly mark, any of your Content that contains restricted data, including the jurisdiction and classification under applicable export control laws. Restricted data may include any information, data, or source code that is on an export controls list or equivalent list of any applicable jurisdiction or that is related to weapons, military/defense, intelligence, or law enforcement; aerospace or subsea technologies; cryptography, encryption, or cybersecurity tools; advanced or cutting-edge items or technologies; or items that could pose a danger to health or safety. Unless your Order includes backup services, we disclaim all responsibility for backing up your Content.

**(c) General obligations.** You must (i) ensure we have up-to-date contact and billing information for your Order; (ii) provide detailed, accurate and sufficiently complete information, specifications and instructions in a timely manner; (iii) ensure you are permitted to allow Clarivate to use and modify your equipment, systems, software and Content, as required to provide the Products; (iv) maintain then-current minimum technical requirements to access the Products, as applicable; and (v) perform any additional obligations specified in your Order. If reasonably requested, you must make authorized personnel available to agree on the impact of any failure or delay by you to comply with these requirements, and you must not unreasonably withhold or delay your consent to any consequential changes to the Agreement.

**(d) Third-party technology.** You may only integrate our software with, or access our data from, third-party software, systems, platforms or products ("**Third Party Technology**") as permitted by the Agreement. You are responsible for procuring, maintaining and complying with any necessary license for the Third Party Technology (which is independent of the Agreement and your license to the Products).

**(e) Unauthorized technology.** Unless expressly permitted elsewhere in the Agreement for the relevant Product, you must not (i) introduce any malicious software into Clarivate IP or network; (ii) run or install any computer software or hardware on the Products or network; (iii) download or scrape data from the Products; (iv) perform any text or data mining or indexing of the Products or any underlying data; (v) use the Products or underlying data in conjunction with any third-party technology or any artificial intelligence, algorithms or models; or (vi) use the Products or underlying data to develop or train any artificial intelligence, algorithms or models.



**(f) Limitations.** Unless expressly permitted elsewhere in the Agreement, you may use the Products for your internal use only and may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, transform, reverse engineer, benchmark, frame, mirror, translate or transfer Clarivate IP in whole or in part, or as a component of any other product, service or material; (ii) use Clarivate IP to create any derivative works or any products (including tools, algorithms or models) that compete with or provide a substitute for a product offered by Clarivate or its third party providers; (iii) perform penetration testing; (iv) disable or bypass any functionality or restrictions within the Products or (v) allow any third parties or unauthorized users to access, use or benefit from Clarivate IP in any way whatsoever. In each case, exercising legal rights that cannot be limited by agreement is not precluded.

**(g) Your Responsibilities.** You are responsible for any violation of Applicable Laws or regulation, or violation of our or any third party rights (including unauthorized use) related to (i) your Content or your instructions to us; (ii) your combination or modification of Clarivate IP, or use with any other materials; (iii) your failure to install updates we have provided to you; or (iv) your breach of the Agreement. You are also responsible for Claims brought by third parties receiving the benefit of the Products through you. If you use the Products in breach of Sections 2 (e) or (f) you must delete or destroy any infringing material on our request Notwithstanding this section, or any other section of this agreement, nothing in this agreement is intended to provide any third parties any cause of action against GLO arising from this agreement. Similarly, nothing in this agreement shall be interpreted as an admission or assumption of liability by GLO.

### 3. Information Services

**(a) Definition.** “**Information Services**” means a product providing data, metadata, metrics, charts, graphs, literature or other information in any form (collectively “**Licensed Information**”), including via a Clarivate-provided tool, algorithm, process, web platform, an API, a datafeed, custom dataset or syndicated report.

**(b) License.** Your Authorized Users may use the Information Service solely for internal analysis and research purposes. Where an Information Service is available via a Clarivate-provided web platform, subject to the Product functionality, Authorized Users may view, download and print reasonable amounts of the Licensed Information for their own individual use. We determine a “reasonable amount” of Licensed Information by comparing user activity against the average activity rates for all other users of the same product.

**(c) Distribution.** Authorized Users may on an infrequent, irregular and ad hoc basis, distribute limited extracts of the Licensed Information internally to non-authorized users as incidental samples or for illustrative or demonstration purposes in reports or other documentation created in the ordinary course of their role. We determine a ‘limited extract’ as an amount of Licensed Information that has no independent commercial value and could not be used as a substitute for any service or product (or a substantial part of it) provided by us, our affiliates or third party providers. Licensed Information may also be distributed: (i) amongst Authorized Users; (ii) to government and regulatory authorities investigating you, if specifically requested; (iii) to persons acting on your behalf, to the extent required to provide legal or financial advice to you, and (iv) to third parties upon execution of a written agreement between you, Clarivate and the third party. For clarity, consent is not required for hosting services which host our Licensed Information solely on your behalf; provided, however that such third party shall in no way access or use the data for any purpose.

**(d) Attribution and representation.** Where users quote and excerpt Licensed Information in their work as permitted by the Agreement, they must appropriately cite and credit Clarivate as the source. Attribution to Clarivate and use of the Licensed Information must not categorize or identify Clarivate as an ‘expert’ in any context and to ensure Licensed Information is not misrepresented or taken out of context. Without our prior written consent, the Licensed Information shall not be filed with any securities authorities.

### 4. Installed Software

**(a) Definition.** “**Installed Software**” means software which is downloaded to or implemented on your servers.

**(b) License.** You may install Installed Software only for your internal user. Software licenses do not include updates (bug fixes, patches, maintenance releases), upgrades (releases or versions that include new features or additional functionality), APIs or Professional Services unless expressly stated in the Order. Your Order details your permitted



installations, users, locations, the specified operating environment and other permissions and restrictions. You may use Installed Software in object code only. You are responsible for backups and may only make necessary copies of the Installed Software for such purposes.

**(c) Delivery.** Unless stated otherwise in your Order, we deliver Installed Software by making it available for download. You may first need to provide Clarivate with certain identifying information about your system administrator and you may be required to confirm availability or installation of our software.

**(d) Acceptance.** Unless set forth otherwise in an Order, when you download Installed Software and Documentation, you are accepting it for use in accordance with the Agreement.

## 5. Hosted Software

**(a) Definition.** “Hosted Software” means our software applications made available to you via the internet.

**(b) License.** You may use our Hosted Software only for your internal use. Your Order details your Authorized Users, locations and other permissions and restrictions. Software licenses do not include updates (bug fixes, patches, maintenance releases) or upgrades (releases or versions that include new features or additional functionality), unless you are on a multi-tenant solution or where you have purchased maintenance including such services.

**(c) Delivery.** We deliver our Hosted Software by providing you with online access to it. Unless set forth otherwise in an Order, when you access our Hosted Software, you are accepting it for use in accordance with the Agreement.

**(d) Content.** You grant Clarivate permission to use, store and process your Content. Access and use of your Content by us, our employees and contractors to the extent necessary to deliver the Hosted Software, including training, research assistance, technical support and other services. We will not disclose your Content except to support the Hosted Software, unless required by Applicable Laws (when we will use our reasonable efforts to provide notice to you). We may delete or disable your Content if required under Applicable Laws or where such Content violates the Agreement (and we will use our reasonable efforts to provide notice to you of such action). You may export your Content prior to termination or, where Content cannot be exported and is accessible by us, we may, at your cost and upon execution of an Order for such services, provide you with a copy of such Content.

**(e) Security.** We will inform you in accordance with Applicable Laws if we become aware of any unauthorized third party access to your Content and will use reasonable efforts to remedy identified security vulnerabilities. Our Hosted Software is designed to protect your Content, however, unless set forth otherwise in your Order, you are responsible for maintaining backups of your Content. If your Content is lost or damaged due to our breach, we will assist you in restoring your Content to the Hosted Software from your last available back up copy.

## 6. Professional services

**(a) Definition.** “Professional Services” means any professional services, including but not limited to implementation, customization, configuration, transition services, administrative services, consulting services, screening, search and analytics services, and watch services to be provided by Clarivate.

**(b) License.** Unless otherwise set out in the Order, you will own the deliverables set out in the Order, provided that (i) we retain all intellectual property rights in and to the Clarivate IP and you receive a license to use the Clarivate IP solely to the extent necessary to utilize the deliverables for your internal use; and (ii) if the deliverables include any configurations or modifications to our pre-existing products (including but not limited to implementation services and custom datasets) we retain all intellectual property rights in and to such deliverables, and you receive a license to use them in the same way as you are licensed to use the relevant Product. You agree deliverables are deemed accepted upon delivery unless agreed otherwise in an Order.

**(c) Changes.** Either of us may make written (including email) requests to change any aspect of the Professional Services, provided that no change will take effect unless and until we have each signed a formal change order setting out the impact of the change and any consequential changes required to the Agreement. Neither of us will unreasonably withhold our agreement to a change.

**(d) Access.** As required for Clarivate to perform the relevant Professional Services, you must provide reasonable access to your sites, equipment and systems and ensure the health and safety of our personnel on your premises and



full cooperation from your qualified and experienced personnel as reasonably required. We will take reasonable steps to ensure that while on your site our personnel comply with reasonable security, health and safety and confidentiality requirements that are notified to Clarivate in advance.

## 7. APIs and Data Feeds

(a) **Information Services.** Where we make Licensed Information available to you via API or a data feed, the information service terms (Section 3 above) apply to the data you receive. You must ensure that the Licensed Information remains behind your firewall and is only accessible to your Authorized Users. If we deliver Licensed Information via a data feed, you are responsible for loading and maintaining Licensed Information in a timely manner into your data stores. If we make an API available to you, you may use our APIs to enable Authorized Users to use the Products in accordance with the Agreement in conjunction with your own technology systems provided Clarivate approved accreditations remain visible at all times.

(b) **Software.** Clarivate may make APIs available to you to configure our Hosted Software and Installed Software (collectively "**Software**") or otherwise allow our Software to interoperate with third-party programs or services ("**Client Configurations**"). Such APIs may only be used with the associated Software and in accordance with the applicable Documentation and/or terms of use. We disclaim all liability for Client Configurations.

(c) **Keys.** Our API and data feed keys must not be: (i) shared in any way; (ii) used for multiple interfaces; or (iii) used in any way that mimics any material functionality of any Products developed or marketed by Clarivate, or would reasonably be deemed competitive to any Products offered by Clarivate, our affiliates or third party providers. You must demonstrate interfaced systems if reasonably requested by us.

## 8. Charges

(a) **Payment and taxes.** You must pay our charges and reasonable expenses, together with any applicable taxes, without deduction within 30 days of the date of invoice, unless otherwise provided on your Order. Payment must be in the currency stated on your Order. We may levy a service charge of 1% per month or the highest lawful interest rate (whichever is lower) for late payment plus our reasonable collection costs, including attorneys' fees. Our fees are exclusive of tax, and shall be paid by you free and clear of all deductions or withholdings provided, if you are required by law to deduct or withhold you will be responsible for paying to Clarivate such additional amount as will, after such deduction or withholding has been made, leave Clarivate with the same amount as we would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. Invoice disputes must be notified in writing to Clarivate within 15 days. Once resolved, payment of disputed invoices will be due immediately.

(b) **Changes.** We may change the charges for the Products with effect from the start of each renewal term by giving you at least 60 days' written notice. If we believe your creditworthiness has deteriorated we may require full or partial payment before the continued performance of services. If you receive an electronic request to change our banking account number, you should contact our Treasury Department.

(c) **Increases in usage.** If your Order includes limits on usage, you must pay additional charges if you exceed those limits, based on the rates specified on the Order or our current standard pricing, whichever is greater. If you have enterprise wide or site wide access set out in your Order, our charges are established based on the size of your organization, anticipated number of users, site locations and population served as at the date of the Order, and if any one or a combination of these elements materially increases (e.g. if you acquire a new affiliate), we reserve the right to vary the charges.

## 9. Privacy

Each of us will at all times collect, disclose, store or otherwise process personal data in accordance with applicable laws relating to the use of personal data relating to individuals ("**Data Privacy Laws**"), including without limitation any laws relating to individual rights and cross-border transfers. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any investigation, claim, allegation, action, suit, proceeding or litigation with respect to an alleged breach of Data Privacy Laws in relation to activities under the Agreement. Each of



us will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the personal data. You may not use personal data included in the Products (to the extent such data was not provided by you or collected by Clarivate on your behalf) to send bulk or mass emails or email blasts; to publish or distribute any advertising or promotional material; or to otherwise use such data in a manner that is prohibited by applicable law. You acknowledge that you are responsible for your own compliance with Data Privacy Laws, including, where applicable, determining your legal grounds for processing such data. If we process personal data as a processor on your behalf, the terms of the data processing addendum at <https://clarivate.com/terms-of-business> are hereby incorporated by reference. 'Data controller', 'personal data' and 'process' will have the meaning given in the applicable Data Privacy Laws or the data processing addendum.

## 10. Confidentiality

Each of us will (i) use industry standard administrative, physical and technical safeguards to protect the other's confidential information; (ii) only use the confidential information of the other for purposes related to the performance of the Agreement (including our provision of the Products); and (iii) not disclose such confidential information to anyone else except to the extent required by Applicable Laws or as necessary to perform, manage or enforce the Agreement (including where we need to share it with our subcontractors). If either of us is required to disclose the confidential information of the other by statute or court order, that party shall notify the other so that an appropriate protective order or other remedy can be obtained, unless the court or government agency prohibits prior notification. Confidential information of each party includes any information marked as confidential, or which a reasonable person would consider as being confidential, including information relating to Clarivate IP (including how it is developed and any underlying models or databases) or pricing, but shall not include information that is or becomes public or known on a non-confidential basis other than through breach of any duty or obligation of confidentiality.

## 11. Audit

**(a) Audit right.** Without limiting Clarivate's right to electronically monitor usage of the Products, we or our professional representatives may audit your compliance with the Agreement, on at least 10 business days' notice and during normal business hours, provided that we will not audit more than once in 12 months, unless we reasonably believe you are in breach or we are required to by a third party provider.

**(b) Costs.** If an audit reveals that you have breached the Agreement, you will pay (i) any underpaid charges; and (ii) the reasonable costs and expenses of undertaking the audit if you have underpaid the charges by more than 5% or if those costs are imposed on Clarivate by a third party provider.

## 12. Warranties and disclaimers

**(a) LIMITED WARRANTY. WE WARRANT THAT (i) WE PROVIDE THE PRODUCTS USING COMMERCIALY REASONABLE SKILL AND CARE; (ii) OUR INSTALLED SOFTWARE WILL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION FOR 90 DAYS AFTER DELIVERY; AND (iii) OUR HOSTED SOFTWARE WILL SUBSTANTIALLY CONFORM TO IT'S THEN-CURRENT DOCUMENTATION. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OR DELIVERY OF THE PRODUCTS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, THESE WARRANTIES AND ANY PRODUCT-SPECIFIC WARRANTIES THAT MAY BE INCLUDED IN YOUR ORDER ARE THE EXCLUSIVE WARRANTIES FROM CLARIVATE AND WE DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS, EXPRESS OR IMPLIED, INCLUDING OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.**

**(b) SOFTWARE. IF WE CANNOT RECTIFY ANY VALID SOFTWARE WARRANTY CLAIM WITHIN A REASONABLE PERIOD YOU MAY CANCEL YOUR LICENSE OF THE AFFECTED SOFTWARE BY WRITTEN NOTICE TO US. WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES BASED ON A FIVE (5) YEAR STRAIGHT-LINE DEPRECIATION FROM THE EFFECTIVE DATE OF THE APPLICABLE ORDER FOR THE SOFTWARE.**

**(c) PROFESSIONAL SERVICES. WE WILL RECTIFY PROFESSIONAL SERVICES IF YOU GIVE US WRITTEN NOTICE OF A VALID WARRANTY CLAIM WITHIN 30 DAYS OF DELIVERY. IF WE CANNOT RECTIFY ANY VALID WARRANTY CLAIM**





WITHIN A REASONABLE PERIOD WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES RELATED TO THE DEFECTIVE SERVICE AND WE MAY TERMINATE THE AFFECTED SERVICES BY WRITTEN NOTICE TO YOU.

**(d) NO ADVICE.** WE ARE NOT PROVIDING ANY ADVICE (LEGAL, FINANCIAL OR OTHERWISE) BY ALLOWING YOU TO ACCESS AND USE THE PRODUCTS. YOU ARE FULLY RESPONSIBLE FOR YOUR INTERPRETATIONS OF THE PRODUCTS. IF YOU DESIRE ADVICE, WE ENCOURAGE YOU TO ENGAGE LEGAL OR FINANCIAL PROFESSIONALS TO HELP YOU INTERPRET THE PRODUCTS. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY ACTION OR DAMAGES RESULTING FROM ANY DECISIONS YOU (OR ANY OTHER PARTY ACCESSING THE PRODUCTS THROUGH YOU) MAKE IN RELIANCE ON THE PRODUCTS. WE ARE NOT A LAW FIRM OR PROFESSIONAL ADVISOR AND NO ATTORNEY-CLIENT OR OTHER PROFESSIONAL RELATIONSHIP IS CREATED.

**(e) THIRD PARTY MATERIALS.** WE DO NOT ACCEPT ANY RESPONSIBILITY FOR, AND WILL NOT BE LIABLE FOR CLAIMS ARISING FROM, THIRD PARTY TECHNOLOGY OR ANY THIRD PARTY MATERIALS ACCESSIBLE VIA LINKS IN THE PRODUCTS.

### 13. Liability

**(a) Unlimited liabilities.** Neither of us excludes or limits on liability for (i) fraud, (ii) death or personal injury caused by negligence, (iii) claims for payment or reimbursement or (iv) any other liability, including gross negligence, where not permitted to do so under Applicable Laws and nothing in the Agreement shall be interpreted to do so.

**(b) Excluded losses.** Neither of us will be liable for (i) lost profits, lost business, lost revenue, anticipated savings, lost data, or lost goodwill; or (ii) any special, incidental or exemplary damages, indirect or consequential losses, or anticipated savings.

**(c) Limitation.** The aggregate liability of each of us (and of any of Clarivate's third party providers) for all claims arising out of or in connection with the Agreement, including for breach of statutory duty, in tort or in negligence (collectively 'Claims'), will not exceed the amount of any actual direct damages up to the amounts payable in the 12 months prior to the first incident under which liability arose (or where the claim arose in the first 12 months of the Agreement, the amounts that would have been payable in the first 12 months) for the Product that is the subject of the claim. This provision is enforceable only to the extent it is allowable and not otherwise prohibited by the laws and the constitution of the State of Texas.

**(d) Claims.** You may not assign or transfer Claims and you must bring Claims within 12 months of arising or to the fullest extent permitted by Texas law.

**(e) No liability.** We will not be responsible for failures, errors or delays that occur because of (i) your or a third party's technology or network; (ii) your actions or inaction (other than proper use of the Product), such as failing to follow the usage instructions or adhering to the minimum recommended technical requirements; (iii) changes you make to the Products; (iv) your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems; (v) your failure to install updates we have provided to you; or (vi) other causes not attributable to us. If we learn that the Product failed because of one of these, we reserve the right to charge you for our work in investigating the failure at our then currently applicable rates. At your request we will assist you in resolving the failure at a fee to be agreed upon.

**(f) Third party intellectual property.** If a third party sues you claiming that a Product as provided by Clarivate infringes their intellectual property rights then, provided your use of such Product has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by us, provided that you (i) promptly notify Clarivate in writing of the claim; (ii) supply information we reasonably request; and (iii) allow Clarivate to control the defense and settlement. We have no liability for Claims to the extent caused by items not provided by us. In relation to liability arising solely from one of our third party providers' data, software or other materials, our liability will be limited to the amount we recover from that third party supplier divided by the number of Claims by our customers, including you.

**(g) Mitigation.** Each of us shall take reasonable steps to limit and mitigate any losses, liability, Claims or other costs it may incur under the Agreement and which it may seek to recover from the other, including under any



reimbursement or indemnity. Further, in the event a Product infringes or may infringe a third party's intellectual property rights we may, at our expense and option: (a) replace or modify the Product to make it non-infringing, while maintaining equivalent functionality; (b) procure the right for you to continue using the Product pursuant to this Agreement; or (c) terminate the Product and provide you a refund on a pro-rata basis.

**(h) Equitable relief.** Each of us agrees that damages may not be a sufficient remedy for any misuse of the others intellectual property, confidential information or trade secrets, and each of us may seek equitable relief (including specific performance and injunctive relief) as a remedy for breach of the Agreement.

## 14. Term, Termination

**(a) Term.** The term and any renewal terms for the Products are described in your Order. If either of us does not wish to renew the Products set forth in an Order, in whole or in part, they must provide the other with at least 30 days' written notice before the end of the then current term.

**(b) Suspension.** We may on written notice suspend or limit your use of the Products or other Clarivate IP, or terminate the Agreement, (i) if required to do so by a third party provider, Applicable Laws, court or regulator; (ii) if you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) if there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement (including payment); or a violation of third party rights or Applicable Laws. Our notice will specify the cause of the suspension or limitation and, as applicable, the actions you must take to reinstate the Product. If you do not take the actions or the cause cannot be remedied within 30 days, we may terminate the Agreement. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

**(c) Termination.** We may terminate the Agreement, in whole or in part, in relation to a Product which is being discontinued, on 90 days' written notice. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and (if capable of remedy) fails to cure the material breach within 30 days of being notified to do so. Unless we terminate for breach or insolvency, pre-paid charges will be refunded on a pro-rated basis for terminations in accordance with the Agreement. Transition assistance may be provided upon the execution of an Order for such services.

**(d) Effect of termination.** Except to the extent we have agreed otherwise, upon termination, all your licenses and usage rights granted end immediately and you must permanently uninstall, expunge, delete or destroy the Products and Clarivate IP (including any copies thereof) in your or any third party's control or possession and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Clarivate any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

## 15. Force majeure

Other than payment obligations, neither of us shall be liable for any failure or delay in performance due to causes that cannot be reasonably controlled by that relevant party, such as (but not limited to) acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

## 16. Third party rights

Our affiliates and third party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

## 17. General

**(a) Assignment.** You may not assign or transfer the Agreement to anyone else without our prior written consent. We will provide you with written notice if we assign or transfer the Agreement, in whole or in part, as part of our business reorganization, which we may do provided the Products will not be adversely affected.



**(b) Marketing.** We may refer to you as a customer and use your trade names, trademarks, service marks, logos, domain names and other brand features in our marketing materials, customer lists, presentations and related materials.

**(c) Amendment.** These Terms may only be amended by mutual written agreement of you and Clarivate.

**(d) Enforceability.** The Agreement will always be deemed modified to the minimum extent necessary for it to be enforceable, unless modification fundamentally changes the Agreement.

**(e) Non-solicitation.** Clarivate is an independent contractor. You must not directly or indirectly solicit or recruit or attempt to solicit or recruit for employment or engagement any personnel of Clarivate during the term and for 12 months thereafter. Employment resulting from a general public advertisement or search engagement not specifically targeted at the relevant personnel is not precluded.

**(f) Performance.** We may perform some or all of our obligations from any of our offices globally or through any of our affiliates or third parties. Such affiliates and third parties are obligated to confidentiality obligations and we remain responsible for their performance.

**(g) Headings and summaries.** Headings and summaries shall not affect the interpretation of the Agreement.

**(h) Waiver.** Neither of us waives our rights or remedies by delay or inaction.

**(i) Governing law and jurisdiction.** Each of us agrees that any claim arising out of or in connection with the Agreement (including its formation) is subject to the exclusive governing law and exclusive jurisdiction specified in the Order.

**(j) Precedence.** In the event of any conflict within the Agreement, the descending order of precedence is: the Order; GLO Vendor Supplied Agreement Terms and Conditions, the referenced documents (including any specific product/service terms); the remaining terms and conditions of this Agreement.

**(k) Notices.** Notices for Clarivate must be directed to [contract.admin@clarivate.com](mailto:contract.admin@clarivate.com). Notices for you will be directed to the Client entity and address identified in the Order. Each of us may update our notice information upon prior written notice to the other.

**SIGNATURE**

Signed on behalf of ProQuest

Signed on behalf of Texas General Land Office

Signature DocuSigned by:  
*Dawn Branham*

Signature DocuSigned by:  
*Mark A. Havens*

Print Name Dawn Branham

Print Name Mark A. Havens

Title Director, Order Management

Title Chief Clerk

Date 5/9/2024 Agreement Generated Date

Date 5/10/2024



## PRODUCT / SERVICE TERMS

These Product/Service Terms apply to certain Products that you access through our platform(s), website(s) or are otherwise identified in your order form, statement of work or other ordering document (collectively “Order”) and supplement the Clarivate Terms which apply to all of our products. If you have ordered or are accessing a product that is not listed below, then these Product/Service Terms not apply to your order. “We”, “our” and “Clarivate” means the Clarivate entity identified in the order form; “you” and “your” means the Client entity identified in the order form. Any other terms not defined in these Product/Service terms have the meaning given to them in the Clarivate Terms.

### ProQuest Platform & Ebooks

**1. Online Research Services.** You may use the Product to facilitate online research for your internal research, reference or educational purposes as outlined below provided that doing so does not violate an express provision of this Agreement:

**(a) Research and Analysis.** You and your Authorized Users are permitted to display and use reasonable portions of information contained in the Product for educational or research purposes, including illustration, explanation, example, comment, criticism, teaching, or analysis.

**(b) Digital and Print Copies.** You and your Authorized Users may download or create printouts of a reasonable portion of articles or other works represented in the Product (i) for your own internal or personal use as allowed under the doctrines of "fair use" and "fair dealing"; (ii) when required by law for use in legal proceedings or (iii) to furnish such information to a third party for the purpose of, or in anticipation of, regulatory approval or purpose provided that the recipient is advised that the copies are not for redistribution. All downloading, printing and/or electronic storage of materials retrieved through the Product must be retrieved directly from the on-line system for each and every print or digital copy.

**(c) Electronic Reserves, Coursepacks, and Intranet Use.** Provided that you do not circumvent any features or functionality of the Product, you and your Authorized Users may include durable links to articles or other works (or portions thereof) contained in the Product in electronic reserves systems, online course packs and/or intranet sites so long as access to such materials are limited to Authorized Users. For clarity, you may not otherwise enable access to use of the Product by or for the benefit of any non-subscribing, unauthorized school, library, organization, or user.

**(d) Fair Use/Fair Dealing.** You may not publish, broadcast, sell, use or provide access to the Product or any materials retrieved from the Product in any manner that will infringe the copyright or other proprietary rights of Clarivate or its licensors. You and your Authorized Users may use the materials contained within the Product consistent with the doctrines of "fair use" or "fair dealing" as defined under the laws of the United States or England, respectively.

**2. Academic Institutions.** If you are an academic institution, school, or public library the following license rights also apply:

**(a) Interlibrary Loan (ILL).** You may loan digital or print copies of materials retrieved from the Product to other libraries, provided that (i) loans are not done in a manner or magnitude that would replace the receiving library's own subscription to the Product or purchase of the underlying work (e.g., newspaper, magazine, book), (ii) you comply with any special terms governing specific content or licensors as described in the Agreement, (iii) with respect to ebooks, copying is limited to small portions of a book, and (iv) you comply with all laws and regulations regarding ILL.

**(b) Scholarly Sharing.** You and your Authorized Users may provide to a third party colleague minimal, insubstantial amounts of materials retrieved from the Product for personal use or scholarly, educational research use in hard copy or electronically, provided that in no case is any such sharing done in a manner or magnitude as to act as a replacement for the recipient's or recipient educational institution's own subscription to either the Product or the purchase of the underlying work.

**3. Corporate Institutions.** Provided that you do not violate an express provision of this Agreement, Authorized Users may share research and reports internally within your organization and with other Authorized Users, subject



to the transactional pricing that may be triggered, and provided that Authorized Users do not remove any copyright or other notices on the content. You and your Authorized Users may not share searches or articles outside of the subscribing institution. In order to share articles outside the subscribing institution, Authorized Users should contact the publisher directly or contact a copyright clearance company for permission to redistribute articles. Once permission is secured, the article must be sourced as coming from Clarivate.

**4. Restrictions.** Except as expressly permitted in this Addendum, you and your Authorized Users shall not:

- a) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, discover, transform, reverse engineer, benchmark, frame, mirror, translate or transfer Clarivate IP in whole or in part, or as a component of any other product, service or material;
- b) Remove any copyright and other proprietary notices placed upon the Product or any materials retrieved from the Product by Clarivate or its licensors;
- c) Circumvent any use limitation or protection device contained in or placed upon the Product or any materials retrieved from the Product;
- d) Perform penetration tests or use the Product to execute denial of service attacks;
- e) Perform automated searches against Clarivate's systems (except for non-burdensome federated search services), including automated "bots," link checkers or other scripts or otherwise scrape data from the Product;
- f) Provide access to, or use of the Product by or for the benefit of, any unauthorized school, library, organization, or user;
- g) Publish, broadcast, sell, use or provide access to the Product or any materials retrieved from the Product in any manner that will infringe the copyright or other proprietary rights of Clarivate or its licensors;
- h) Use the Product to create products (including tools, algorithms or models) or perform services which compete or interfere with those of Clarivate or its licensors;
- i) Text mine, data mine or harvest metadata from the Product, use the Product or underlying data in conjunction with any third-party technology or any artificial intelligence, algorithms or models, or use the Product or underlying data to develop or train any artificial intelligence, algorithms or models.
- j) Communicate or redistribute materials retrieved from the Product; or
- k) Download all or parts of the Product in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the Product, in any form.
- l) Store any information on the Product that violates applicable law or the rights of any third party.

**5. Streaming Video and Audio Products.** Audio and Video files are delivered via streaming service over the Internet. You and your Authorized Users shall not download or otherwise copy the streaming videos or audio contained in the Product. In the case of content that can potentially be publicly performed, you must secure permission from the licensor and/or the copyright holder for any public performance other than reasonable classroom and educational uses.

**6. MARC Records.** MARC records may be placed in your online public access catalog (OPAC) or shared online catalog (e.g., WorldCat) unless otherwise specified on the Order with respect to a particular Product.

**7. Scholar/Researcher Profiles.** The data contained within scholar profiles are for use in facilitating research and collaboration amongst colleagues. Neither you nor your Authorized Users may export or otherwise exploit the scholar profiles for mass mailings or similar marketing purposes.

**8. Electronic Resource Discovery, Access, and Management.** For electronic resource discovery (e.g., Summon, 360 Link), access and/or management services, you reserve all right, title and interest in all specific data you contribute to the Product (which may include but is not limited to your created metadata, bibliographic information, holdings and circulation data) and you grant Clarivate permission to use such data in raw form for the limited purpose of operating and improving the Product and such information may only be provided to third parties in aggregate form. Raw usage data containing information relating to the identity of specific users shall not be provided to any third party without your permission. Provided that such access, use, and/or sharing does not violate an express provision of the Agreement, you and your Authorized Users are permitted to: (a) access the Product and information derived from the Product in order to discover, manage and provide access to library resources you own or license, (b) create, store and retain any reports and lists delivered by the Product, (c) share data about your



own library holdings that are retrieved from such Product with third party applications, so long as prior written notice is provided to Clarivate and all pricing information is kept confidential to the fullest extent permitted by applicable law; and (d) display metadata, bibliographic and holdings information in the library catalog available on your library website.

**9. Library Catalog Enrichment Service.** For library catalog enrichment Products (e.g., Syndetics), you may use the enrichment elements for the sole purpose of augmenting your own library OPAC or website. You may not convert Product metadata records into MARC format, nor distribute or display the enrichment elements in any third party applications, catalogs or websites.

**10. Analytics.** Some Products contain library collection analysis capabilities related to library holdings, or functionality that allows Authorized Users to create reports, lists, or alerts. You and your Authorized Users may create, download, store and retain any such analytics or lists delivered by the Product. Clarivate may use library holdings and other information in the Product for comparison and metrics purposes and in order to better understand its customers' needs.

**11. Perpetual Archive License.** Where you have perpetually licensed content from us through a Perpetual Archive License (PAL), as set out in your Order, your PAL content may only be revoked if you materially breach your Agreement, or if the licensed materials contain errors or could be subject to an infringement or other adverse claim by a third party. Additionally, your PAL content is maintained in the Clarivate platform subject to an annual Continuing Service Fee (CSF). The CSF will be invoiced in arrears on your contract anniversary date. If you lose the ability to access your PAL content online (e.g., if Clarivate discontinues online access services), or if the PAL content are otherwise eligible for local loading, you may obtain digital copies upon certifying that you will secure and restrict use of the PAL content as contemplated under your Agreement, using systems and technology at least as protective as Clarivate's. In the case of audio files, any local access must be restricted by DRM and be limited to one (1) simultaneous user (unless you track playbacks and make all royalty payments to copyright holders for mechanical and performance rights). All use of locally-loaded materials continues to be subject to this Agreement. You are responsible for any file transfer costs.

**12. Data Mining.** You may not text mine, data mine or harvest metadata from the Product. Your ability to extract and compile data from locally-loaded copies of your PAL content is subject to any content-specific restrictions. Where permitted, you may use content solely for your teaching, learning, and research purposes.

**13. Supplemental Terms.** Some content included in the product has terms of use applicable solely to such content. Content-specific terms are clearly displayed with the associated content or embedded in the systems and technologies incorporated into the product. Where third-party databases or content are subject to supplemental terms, such terms shall be clearly referenced on the order form. Such supplemental terms shall not materially alter use of the product.

**14. Authorized Users.** "Authorized User" means, as it relates to your principal location and any additional sites on your Order:

(a) For public libraries: library staff, individual residents of your reasonably defined geographic area served, and walk-in patrons while they are on-site; and

(b) For schools and other academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons while they are on-site.

(c) For corporate organization, your employees and independent contractors while performing their work. For GLO, employees and independent contractors while performing their work as well as walk-in patrons while they are on site. For clarity, 'Authorized User' excludes corporate affiliates, academic bookstores, non-subscribing institutions, and alumni unless expressly included on the Order.

**14. Governing Law and Jurisdiction.** If you are a United States company, the laws of Texas (without regard to conflicts of laws) govern all matters arising out of or relating to this Agreement and you consent to the jurisdictional venue in Texas. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Last updated: November 2022

The Texas General Land Office (the "GLO") and ProQuest LLC ("Provider") (each a "Party" and collectively the "Parties") agree the terms and conditions herein are incorporated into the contract supplied by Provider (assigned GLO Contract No. 24-111-000-E397) ("Contract") for all purposes. Provider certifies the statements and affirmations herein are true and correct. If any term, condition, statement, or affirmation herein conflicts with any term, condition, statement, or affirmation in another document, the term, condition, statement, or affirmation herein shall control.

1. **Abandonment or Default.** If Provider abandons work or defaults on the Contract by breaching any of its terms or conditions, the GLO may terminate the Contract without notice.
2. **Prohibited Benefits to Public Servants.** Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
3. **Texas Resident Bidder.** Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Bidder, as defined in Section 2155.444(c) of the Texas Government Code, .
4. **Prohibited Financial Participation.** Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Provider from providing free technical assistance.\*
5. **Delinquent Child Support.** Under Section 231.006 of the Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.\*
6. **Executive Head of State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
7. **Debt Owed to the State of Texas.** Provider agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Provider to the State of Texas.
8. **Executive Order 13224.** Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
9. **Suspension and Debarment.** Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
10. **Convictions or Penalties in Connection with Hurricanes Rita and Katrina; Ineligibility.** Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006, 2155.0061, and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
11. **State's Right to Audit Provider.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
12. **Antitrust.** Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Provider.\*
13. **Applicable Law; Venue; Sovereign Immunity.** The Contract shall be governed by and construed in accordance with the laws

of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Provider. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Provider. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Provider under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

14. **Preference for Texas Products and Materials.** If the Contract is for services, Provider shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
15. **Conflicts of Interest.** Provider has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
16. **Confidentiality.** To the extent permitted by law, Provider and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Provider or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the GLO; or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Provider must not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.
17. **Public Information.** The GLO shall post this Contract to the GLO's website. Provider understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Provider is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format

agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Provider believes to be excepted from disclosure as "confidential" or a "trade secret," Provider waives any and all claims it may make against the GLO for releasing such information without prior notice to Provider. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Provider shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov). If a request for information was not written, Provider shall forward the third party's contact information to the above-designated e-mail address.

18. **Dispute Resolution.** If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY PROVIDER.
19. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any Contract obligation caused by force majeure. Such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failures of transportation, or other causes beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
20. **Funding Out Clause.** This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
21. **Taxes, Workers Compensation, Unemployment Insurance – Including Indemnity.** (a) Provider shall be solely liable and responsible for payment of Provider's and Provider's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Provider shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The GLO and the State of Texas shall not be liable to Provider or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment



insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.

(b) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Provider and the GLO shall furnish timely written notice to each other of any such claim. Provider shall be liable to pay all costs of defense including attorneys' fees. Provider shall coordinate its defense with the GLO and the Office of the Attorney General if the GLO is a named co-defendant with Provider in any suit. Provider may not agree to settle any such suit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General.\*

(c) The GLO is exempt from federal, state, and local taxes. Provider shall not charge any taxes to the GLO.

22. **Indemnity – Acts/Omissions.** PROVIDER, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*

23. **Infringement Indemnification.** TO THE EXTENT ALLOWED BY LAW, PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR

ACTIONS OF PROVIDER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY PROVIDER OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF PROVIDER'S PERFORMANCE UNDER THE CONTRACT. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, PROVIDER WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF PROVIDER OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND PROVIDER WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.\*

24. **Independent Contractor; Assignment.** Provider and its employees, representatives, agents, and subcontractors shall serve as independent contractors in the performance of the Contract. Provider and its employees, representatives, agents, and subcontractors shall not be employees of the GLO by virtue of the Contract. Should Provider subcontract any of the services required under the Contract, Provider agrees the GLO is not liable to any subcontractor(s) of Provider. This provision does not relieve Provider of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the Contract. Provider may not assign any right or duty granted or imposed by the Contract without prior written approval of the GLO. Any attempted assignment in violation of this provision is void and without effect. The Contract binds Provider's heirs, assigns, and other successors in interest.

25. **Intellectual Property Ownership.** For the purposes of this paragraph, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property, or other property developed, produced, or generated in connection with the Contract. All Work arising out of or connected with the performance of the Contract is made the exclusive property of the GLO. All right, title and interest in and to said property shall vest in the GLO upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant

to the Contract. To the extent that title to any such Work may not, by operation of law, vest in the GLO, or such Work may not be considered a work made for hire, all rights, Provider irrevocably assigns all title and interest therein to the GLO. The GLO shall have the right to obtain and hold in its name any and all patents, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Provider shall assist the GLO, State of Texas, and their designees in perfecting the rights defined herein without any charge or expense beyond amounts payable to Provider pursuant to the Contract.

26. **Records Retention.** Each Party shall retain in its records this Contract and all documents related to this Contract. Unless a longer retention period is specified by other applicable law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: the Contract is completed or expires; or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or related documents are resolved.
27. **Payment.** Before authorizing payment to Provider, the GLO shall evaluate Provider's performance using the performance standards set forth in the Contract. Provider shall submit invoices to the GLO for delivered goods or completed services not later than the 15th day of the month after delivery or completion. The GLO shall make no payments without Provider's prior submission of detailed, correct invoices. The GLO shall make payments in accordance with Texas Government Code Chapter 2251. Payments under the Contract are subject to the availability of appropriated funds. Provider acknowledges and agrees that payments for services provided under the Contract are contingent upon the GLO's receipt of funds appropriated by the Texas Legislature. **ALL Provider invoices shall: 1) be submitted via email to [VendorInvoices@GLO.TEXAS.GOV](mailto:VendorInvoices@GLO.TEXAS.GOV); 2) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and 3) prominently display "GLO Contract No. 24-111-000-E397."** If Provider does not submit invoices in strict accordance with the instructions in this section, payment of invoices may be significantly delayed. Provider agrees that the GLO shall not pay interest, fees, or other penalties for late payments resulting from Provider's failure to submit invoices in strict accordance with the instructions in this section.
28. **Severability.** If a court of competent jurisdiction determines any term or condition herein or any provision of the Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
29. **Termination.** The GLO may, in its sole discretion, terminate the Contract upon thirty (30) days' written notice to Provider by email, facsimile, or certified mail return receipt requested. Notice is effective upon Provider's receipt. In the event of such termination, Provider shall, unless otherwise mutually agreed upon in writing, cease all work immediately and terminate any subcontracts. The GLO shall only be liable for payments for any goods or services delivered by Provider before the termination date. If Provider fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any terms and conditions of the Contract, the GLO may, upon written notice of default to Provider, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy. The GLO may exercise any legal, equitable, or contractual right, remedy, or privilege available to it. Provider shall be liable for all costs and expenses, including court costs, the GLO incurs in the enforcement of any of the remedies listed herein. Upon the expiration or termination of the Contract, the GLO shall retain ownership of all work product and documentation obtained from Provider under the Contract.
30. **Fraud.** The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Provider must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
31. **Assignment of Claims.** Provider hereby assigns to the GLO any and all claims for overcharges associated with this Contract arising under the laws of the United States or the State of Texas.
32. **Israel Boycott.** If Chapter 2271 of the Texas Government Code applies to this Contract, Provider verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.\*
33. **Prohibited Business Engagements.** Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.\*
34. **Cybersecurity Training.** If Provider, in its performance of the Contract, has access to a state computer system or database, Provider must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Provider must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Provider must verify in writing to the GLO its completion of the cybersecurity training program.
35. **Continuity and Disaster Recovery.** Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.
36. **Computer Equipment.** If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Provider certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
37. **Television Equipment.** If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider

certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

38. **COVID-19.** Provider certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Provider's business. Provider acknowledges that such a vaccine or recovery requirement would make Provider ineligible for a state-funded contract.
39. **Critical Infrastructure Affirmation.** Pursuant to Government Code Section 2274.0102, Provider certifies that neither it nor its parent company, nor any affiliate of Provider or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.\*
40. **Energy Company Boycotts.** If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that Provider does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.\*
41. **Entities that Discriminate Against Firearm Entities or Trade Associations.** If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.\*
42. **Professional Sports Teams.** If Provider is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Provider will play the United States national anthem at the beginning of each team sporting event held at the Provider's home venue or other venue controlled by Provider for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Provider to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Provider may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.\*
43. **Survival of Terms and Conditions.** The terms and conditions herein and in the Contract which, explicitly or by their nature, are intended by the Parties to survive the termination or expiration of the Contract shall survive the termination or expiration of the Contract.
44. **Ownership Information.** A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO.\*
45. **Statements and Representations.** Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
46. **Authority.** The person executing the Contract certifies that he/she is duly authorized to execute the Contract on his/her own behalf or on behalf of Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.
47. **Contracting Information.** To the extent Section 552.371 of the Texas Government Code applies to Provider and the Contract, in accordance with Section 552.372 of the Texas Government Code, Provider must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Provider's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Provider's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Provider agrees that the Contract may be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.\*
48. **Cloud Computing Services.** If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Provider represents and warrants that it complies with the requirements of the state risk and authorization management program and Provider agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
49. **Security Controls.** If the Contract authorizes Provider to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Provider certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to the GLO as evidence of Provider's compliance with the required controls.
50. **Former State Employment.** Pursuant to Section 572.069 of the Texas Government Code, Provider certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Provider within two (2)

years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

51. **Telecommunications Equipment and Services.** If subject to 2 CFR 200.216, Provider shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
52. **Iron or Steel Products.** To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Provider uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.
53. **Limitations of Provider Liability.** The Parties agree that no term, condition, statement or affirmation in the License Agreement, the Clarivate Terms, or any other document purporting to limit Provider's liability under the Contract shall apply to this Contract.

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