SERIAL 05189 RFP ELECTRONIC DATA BASE PRODUCTS AND SERVICES
THOMSON GALE - Contract

DATE OF LAST REVISION: November 12, 2015 CONTRACT END DATE: May 31, 2016

CONTRACT PERIOD THROUGH MAY 31, 2016

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC DATA BASE PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 17, 2006 (Eff. 06/01/06).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

_____
Wes Baysinger, Director
Materials Management

JM/at
Attach

Copy to: Clerk of the Board
Cynthia Kolaczynski, Library District
Materials Management

CONTRACT PURSUANT TO RFP

SERIAL 05189-RFP

This Contract is entered into this 17th day of May, 2006 by and between Maricopa County Library District ("District"), a political subdivision of the State of Arizona, and Thomson Gale ("Contractor") for the purchase of Electronic Data Base Products and Services.

1.0 TERM:

1.1 This Contract is for a term of ten (10) years, beginning on the 1st day of June, 2006 and ending the31st day of May, 2016.

1.2 The District may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of fifteen (15) years. The District shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT:

2.1 As consideration for performance of the duties described herein, District shall pay Contractor the sum(s) stated in Exhibit "A".

2.2 Payment shall be made after the District's receipt of a properly completed invoice. Invoices shall follow the billing instructions contained in the account set-up. The Library District will establish the account set-up in concert with the Contractor.

3.0 DUTIES:

The Contractor shall perform all duties stated in Exhibit "B".

4.0 TERMS & CONDITIONS:

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless District, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of District.

4.2 WARRANTY AND INDEMNIFICATION – COPYRIGHT:

Contractor warrants and represents that it has the full right, power and authority to enter into this Contract and to grant the rights granted herein; that it has not previously licensed the interactive multimedia rights to the Material to any third party; and that District's inclusion and use of the Material will not violate any rights of any kind or nature whatsoever of any third party. Contractor shall indemnify and hold harmless District, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fee), arising out of or in any way connected with any breach of any representation or warranty made by Contractor herein.

4.3 WARRANTY AND INDEMNIFICATION – USE OF INTERNET:

Contractor shall indemnify and hold District harmless from and against any claims, liabilities, damages and expenses, including, without limitation, reasonable attorney's fees relating to or arising out of Contractor's breach of any of its material obligations under this Contract. Contractor shall not be liable for any third party claims based upon or arising from District's negligent operation of the System or for any indirect, incidental or consequential damages arising from the use of or inability to use the System attributable to District's negligence, provided that Contractor is not also negligent.

4.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of District to pay via purchase order or through use of a MasterCard Procurement Card as best meets the needs of the Library District.

4.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For District:

Maricopa County Library District
Attn: Director
17811 N. 32nd Street
Phoenix, Arizona 85032
Telephone: 602-506-5751
Fax: 602-506-4689
E-mail: harrycourtright@mcld.maricopa.gov

For Contractor:

George E. McBride
Senior Vice President
27500 Drake Road
Farmington Hills, Michigan 48331-3535
Telephone: (800) 877-4253, ext. 1926
Facsimile: (248) 699-8048
Email: ed.mcbride@thomson.com

4.6 REQUIREMENTS CONTRACT:

4.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when District identifies a need and issues a purchase order or a written notice to proceed.

4.6.2 District reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the District agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The District will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

4.6.3 Contractor agrees to accept oral cancellation of purchase orders.

4.7 PRICE ADJUSTMENTS:

Requests for reasonable price adjustments, if any, must be submitted sixty (60) days prior to the Contract anniversary date, beginning after Year Two of the Contract. Requests for adjustment in cost of service-related labor, copyright, licensing and/or materials must be supported by appropriate documentation. If District agrees to the adjusted price terms, District shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

4.8 TERMINATION FOR CONVENIENCE:

4.8.1 The District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the District without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the District upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.8.2 In the event a third party supplier imposes additional terms and conditions not acceptable to the District, the District may terminate this Contract with thirty days written notice to Contractor.

4.8.3 If Contractor withdraws products and/or services in such quantity that it materially diminishes the value of this Contract, the District may terminate this Contract with 30 days written notice and Contractor shall credit all fees applicable to the unexpired term on a pro-rata basis.

4.9 TERMINATION FOR DEFAULT:

4.9.1 In addition to the rights reserved in the Contract, the District may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

4.9.2 The District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the District for any excess costs incurred by the District in procuring materials or services in substitution for those due from the Contractor.

4.9.3 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the District may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the District may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District from any other party to the contract arising as the result of the Contract.

4.11 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the District may offset from any money due to the Contractor any amounts Contractor owes to the District for damages resulting from breach or deficiencies in performance under this contract.

4.12 ADDITIONS/DELETIONS OF SERVICE:

The District reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the District.

4.13 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the District, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Contract Serial Number and identify the job project.

4.14 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The District, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor’s books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse District for the services not so adequately supported and documented.

4.16 AUDIT DISALLOWANCES:

If at any time, District determines that a cost for which payment has been made is a disallowed cost, such as overpayment, District shall notify the Contractor in writing of the disallowance. District shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.17 ALTERNATIVE DISPUTE RESOLUTION:

4.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.17.1.1 Render a decision;

4.17.1.2 Notify the parties that the exhibits are available for retrieval; and

4.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.17.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.17.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.18 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.19 RIGHTS IN DATA:

The District shall have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder. Upon expiration or termination of this Contract, District will not retain any rights to the database(s) included in this Contract.

4.20 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.21 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

4.22 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, the terms of this Contract shall prevail.

4.23 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract.

4.23.1 Exhibit A, Pricing.

4.23.2 Exhibit B, Scope of Work

4.23.3 Exhibit C, The Gale Group Subscription and License Agreement.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

George E. McBride

AUTHORIZED SIGNATURE

George E. McBride
Sr. Vice-President, Sales

PRINTED NAME AND TITLE

27500 Drake Road
Farmington Hills, MI 48331-3535

ADDRESS

4/20/06

DATE

MARICOPA COUNTY LIBRARY DISTRICT

BY: _____ _____
DIRECTOR, LIBRARY DISTRICT DATE

BY: _____ MAY 2 3 2006
CHAIRMAN, BOARD OF DIRECTORS DATE

ATTESTED:

_____ MAY 2 3 2006
DEPUTY CLERK OF THE BOARD 051706 DATE

APPROVED AS TO FORM:

_____ 5/22/6
DEPUTY MARICOPA COUNTY ATTORNEY DATE

EXHIBIT A
PRICING

SERIAL 05189-RFP
PRICING SHEET: NIGP 9155101, 9155102

BIDDER NAME:	Thomson Gale
VENDOR # :	W000004199
BIDDER ADDRESS:	27500 Drake Road, Farmington Hills, MI 48331-3535
P.O. ADDRESS:	N/A
BIDDER PHONE #:	(800) 877.4253
BIDDER FAX #:	(248) 699.8064
COMPANY WEB SITE:	www.gale.com
COMPANY CONTACT (REP):	Debra Austin, Regional Account Executive
E-MAIL ADDRESS (REP):	debra.austin@thomson.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: __X__ YES _____ NO

ACCEPT PROCUREMENT CARD: __X__ YES _____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES __X__ NO _____ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: __X__ YES _____ NO _____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: __X__YES _____ NO

NET 10	_____
NET 15	_____
NET 20	_____
NET 30	_____X_____
NET 45	_____
NET 60	_____
NET 90	_____
2% 10 DAYS NET 30	_____
1% 10 DAYS NET 30	_____
2% 30 DAYS NET 31	_____
1% 30 DAYS NET 31	_____
5% 30 DAYS NET 31	_____

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE:____0_____%

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

_____ NEWSPAPER ADVERTISEMENT
_____ MARICOPA COUNTY WEB SITE
_____ PRE-SOLICITATION NOTICE (POST CARD)
__X__ E-MAIL
_____ OTHER (PLEASE SPECIFY)

1.0 PRICES FOR MARICOPA COUNTY ONLY

ITEM DESCRIPTION	**Catalog/List Price for 2006**		**% OFF LIST**
	List Price	**Cost**	
Gale Product Suite, Consisting of:	$1,291,726	$697,532	46%

1.1 Health and Wellness Resource Center with Alternative Health Module

1.2 Business and Company Resource Center with Investext, PROMT and Newsletters

1.3 Opposing Viewpoints Resource Center

1.4 Literature Resource Center
1.4.1 Scribner
1.4.2 Twaynes
1.4.3 LitFinder

1.5 Science Resource Center

1.6 ¡Informe!

1.7 InfoTrac OneFile

2.0 PRICES STATEWIDE (INCLUDING MARICOPA COUNTY)

ITEM DESCRIPTION	Catalog/List Price for 2006		% OFF LIST
	List Price	**Cost**	
Gale Product Suite, Consisting of:	$1,789,797	$966,490	46%

2.1 Health and Wellness Resource Center with Alternative Health Module

2.2 Business and Company Resource Center with Investext, PROMT and Newsletters

2.3 Opposing Viewpoints Resource Center

2.4 Literature Resource Center
2.4.1 Scribner
2.4.2 Twaynes
2.4.3 LitFinder

2.5 Science Resource Center

2.6 ¡Informe!

2.7 InfoTrac OneFile

3.0 MARICOPA COUNTY LIBRARY DISTRICT LIBRARY BRANCHES ONLY

ITEM DESCRIPTION	PRICES BASED ON POPULATION		% OFF LIST
	List Price	**Discounted Price**	
3.1 Unlimited Users			
3.1.1 ***Chilton Library***	**$9,093**	**$ 6,495**	**40%**
3.1.2 ***Price It! Antiques & Collectibles***	**$10,913**	**$ 7,795**	**40%**
3.1.3 ***Small Business Resource Center***	**$26,310**	**$18,793**	**40%**
3.1.4 ***Testing & Education Reference Center with Careers Module***	**$18,953**	**$13,538**	**40%**
3.1.5 ***Biography Resource Center w/ Marquis Who's Who***	**$20,749**	**N/A**	**N/A**
3.1.6 ***Student Resource Center Gold***	**$18,360**	**N/A**	**N/A**

EXHIBIT A
PRICING

4.0 ADDITIONAL PRICING FOR ALL LIBRARIES WITHIN MARICOPA COUNTY

Product	**Maricopa County Only price**
Chilton Library.com	$49,995
Testing and Education Reference Center	$49,995
Books and Authors	$29,995
NOVELIST PLUS (EFF. 06/24/15)	**$82,435**
Total:	**$212,420** ~~$129,985~~

THOMSON GALE

EXHIBIT B

SCOPE OF WORK

1.0 INTENT:

1.1 This Contracts for electronic products and services. Products and services provided under this Contract will also become accessible for purchase by other public libraries throughout the State of Arizona. Contractor's products and services shall allow for unlimited, simultaneous access for users.

1.2 New contractors may be added to the County's contract(s) for these services during the term of this Contract as appropriate in order to meet the continuing needs of the Library District.

2.0 SCOPE OF SERVICES:

2.1 Contractor shall make the following Core Subject Areas available, via the internet, to all public libraries located within Maricopa County from inside the libraries and, if applicable, via remote customer access. Maricopa County, in partnership with other government entities, has the option of extending this service to all public libraries throughout the State of Arizona. Additional Core Subject Areas may be added to this Contract as funding becomes available.

2.1.1 Health and Wellness Resource Center with Alternative Health module.

2.1.2 Business and Company Resource Center with Investext, PROMT and Newsletters modules.

2.1.3 Science Resource Center.

2.1.4 ¡Informe!

2.1.5 Literature Resource Center, including:

2.1.5.1 Scribner;

2.1.5.2 Twaynes; and

2.1.5.3 LitFinder.

2.1.6 Opposing Viewpoints Resource Center

2.1.7 Info Trac OneFile, including:

2.1.7.1 General Reference Center Gold;

2.1.7.2 Expanded Academic ASAP;

2.1.7.3 LegalTrac;

2.1.7.4 Computer Database; and

2.1.7.5 Professional Collection.

THOMSON GALE

EXHIBIT B

SCOPE OF WORK

2.2 COPYRIGHT:

The Contractor is responsible to legally obtain copyright to items offered in the products.

2.3 TAX:

2.3.1 Libraries in the State of Arizona are exempt from any out-of-state tax on the purchase of books, electronic information and audio/visual materials. Tax Exempt numbers are not issued by the County. A copy of the Arizona Law providing this exemption will be provided at the time of account set-up.

2.3.2 An in-state contractor may only charge the city sales tax for the city within which the Contractor is located. The exception to this is where the Arizona city has also exempted these taxes.

2.3.3 No tax on labor services:

2.4 SERVICE DELIVERY:

It shall be the Contractor's responsibility to meet the service delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.5 TRAINING:

Contractor will provide training, at no additional cost, to Library staff in the use of Contractor's online databases at locations agreed upon by the individual library system and Contractor, at mutually agreed upon dates and times, on an as-needed basis. Equipment, location of training and publicity of training will be the responsibility of the individual library system.

Additional training will be conducted annually or when there is a major change to the database(s) user interface upon request at no additional cost to County.

2.6 STATISTICS:

Contractor shall provide or make available monthly usage statistics per library at no additional cost to the libraries.

2.7 REMOTE ACCESS:

Contractor shall provide remote access to authenticated library users.

2.8 SIMULTANEOUS USERS:

Contractor shall provide unlimited, simultaneous users access.

Section 6. Respondent's Licensing / Use Agreement(s)

The Gale Group Subscription and License Agreement

The parties to this Subscription and License Agreement (the "Agreement") dated as of _____ 2006 is by and between The Gale Group, Inc. ("Gale"), a Delaware corporation, with its principal office at 27500 Drake Rd., Farmington Hills, MI., USA 48331-3535 and the _____, ("Subscribing Institute") with principal offices at _____.

This agreement provides for the use by the Subscribing Institute of the "Licensed Content" as defined below, and any and all enhancements, modifications or alterations made thereto by Gale, and any written materials supplied by Gale under this agreement (**"Agreement"**).

In consideration of the mutual premises hereinafter set forth, as well as other good and valuable consideration, Gale and Subscribing Institute agrees as follows:

1.0 Definitions

A. "Licensed Content" shall mean Gale's branded collections of content, which may include Third Party content, as described in Addendum A.

B. "Authorized User" of the Licensed Contents are defined as:

- Persons affiliated with Customer. All currently enrolled full or part-time students; currently employed faculty (whether on a permanent, temporary, contract or visiting basis), teaching staff, administrators, staff, patrons and employees regardless of the physical location of such persons. Subcontractors, affiliates and other third party contacts of the Subscribing Institute are not defined as Authorized Users under this license and as such are not granted access rights without the prior written consent of Gale, except as specifically authorized in this Agreement.

- Remote Patrons. Remote patrons whose access to the Licensed Content is authenticated by a secure server or other system.

- Walk-ins. Patrons not affiliated with Subscribing Institute who are physically present at Subscribing Institute's site(s) and are permitted by the Customer under the terms of this Agreement to access the Licensed Content from designated terminals.

C. Authorized Sites" shall mean any public library, public and private school, academic institution and special library (defined in **Addendum B**) that at any time during the term of this Agreement is authorized to access the Licensed Content.

D. "Access Date" shall mean the date upon which Gale provides access to the Licensed Content for the Subscribing Institute.

2.0 Scope of License

2.1 Under the terms of this Agreement, Gale hereby grants Subscribing Institute, the non-transferable, non-exclusive right to download, display, view and print and/or make single paper or electronic copies of citations, abstracts, full text or portions thereof of excerpts of records contained in the Licensed Content for internal business purposes and for their Authorized User's educational research or personal non-commercial use only. Subscribing Institute may not use any data or documentation received from the

Licensed Content except as expressly provided in this Agreement and except as permitted by U.S. Copyright Law and CONTU guidelines, which law shall govern the use of all data and documentation received from the Licensed Content. Subscribing Institute agrees not to sell, exchange, barter or transfer, rent, lease, loan, resell for profit, distribute or in any other manner commercially exploit any data or documentation received from the Licensed Content. Furthermore, Subscribing Institute will not use the Licensed Content as a component of, or a basis for, a directory, database, or other publication prepared for sale or for any other form of distribution, and will neither duplicate nor alter the product in any way. The aforesaid rights are to be exercised only at the Authorized Site or remotely by logging on to a secure network. Use of the Licensed Content will be limited to the Authorized User base of the Subscribing Institute(s) licensing the product through this Agreement as defined in Section 1.0 (B).

2.2 **The term of this Agreement including database access will begin on the date of contract signing and remain in effect unless earlier terminated or extended as provided for herein. This Agreement will renew unless either party provides written notice within thirty (30) days before end of the then current term.**

2.3 Subscribing Institute acknowledges that Gale and its third party data providers own all content within the Licensed Content and all portions thereof. Neither Gale nor its third party data Suppliers transfers any ownership. Subscribing Institute and its Authorized Users may not reproduce, transfer or transmit, in any form, or by any means, the Licensed Content or any portion thereof without the prior written consent of Gale, except as specifically authorized in this Agreement.

2.4 The Subscribing Institute shall use all reasonable efforts to restrict and control unauthorized access to the Licensed Content. The Subscribing Institute agrees to notify Gale if it becomes aware of any of the following: (a) any loss or theft of the Subscribing Institute's passwords(s); (b) any unauthorized use of any of the Subscribing Institute's passwords(s) of the Licensed Content; or (c) any breach by an Authorized User of the terms of this Agreement. Upon becoming aware of any breach of the terms of this Agreement by an Authorized User, the Subscribing Institute agrees to work with Gale to correct such practices.

2.5 Third party data suppliers may provide additional terms and conditions affecting the Subscribing Institute's use of the Licensed Content, which will be appended to this Agreement. Such terms and conditions will prevail and control use of the relevant Licensed Content over any conflicting terms contained herein. Subscribing Institute agrees that this Agreement, to the extent it pertains to the Licensed Content contained in the Product, may be enforced by the third party data supplier.

2.6 Gale reserves the right at any time to withdraw from the Licensed Content any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

3.0 Remote Access

Subscribing Institute acknowledges and agrees that remote access is included for all Licensed Content for the Subscribing Institute and its Authorized Users licensing product through this Agreement. The Subscribing Institute agrees to use reasonable efforts to inform its Authorized Users of the provisions listed below and to use reasonable efforts to restrict and control unauthorized access to the Licensed Content. Furthermore, the Subscribing Institute shall not be liable for the actions of individual Authorized Users who act without the knowledge and consent of the Subscribing Institute. The following terms regarding remote access shall apply:

A. The Subscribing Institute and Authorized Sites are authorized to provide on-site, walk-in access or remote access via computer to the Licensed Content to their patrons.

B. Authorized Users who use remote access to access such Licensed Content may do so from home or another location as long as the proper security procedures are undertaken by the Subscribing Institute that will prevent remote access by unauthorized users.

C. Remote access is included for all Licensed Content for the Subscribing Institute and its Authorized Users licensing product through this Agreement, except for the AncestryPlus Database. Access must be in library for this single database.

4.0 Warranties.

4.1 Gale warrants to the Subscribing Institute and its Authorized Users, that the Licensed Content used in accordance with this Agreement do not infringe the copyright or any other proprietary or intellectual property rights of any person.

4.2 Gale shall use commercially reasonable efforts to provide continuous availability of the online Licensed Content, subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of data and downtime related to equipment, the failure of communications networks, or services outside of control of Gale. Gale shall use reasonable efforts to provide an average of 98% up time per month. Scheduled downtime will be performed at a time to minimize inconvenience to customers worldwide.

4.3 Although Gale believes the Licensed Content to be reliable, Gale does not guarantee or warrant any information or materials contained in or produced by the Licensed Content or the accuracy, completeness or reliability of the Licensed Content Any data or information contained in or provided in connection with the Licensed Content may be incomplete or condensed. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, GALE PROVIDES THE LICENSED CONTENT ON AN "AS IS" BASISWITHOUT WARRANTY OF ANY KIND AND GALE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE. IN NO EVENT SHALL GALE BE LIABLE FOR: INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING FOR LOST PROFITS, LOST DATA, OR OTHERWISE. IN NO EVENT SHALL GALE'S LIABILITY HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID HEREUNDER FOR THE LICENSE OF THE LICENSED CONTENT.

4.4 IN NO EVENT SHALL GALE OR ANY THIRD PARTY DATA SUPPLIER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED CONTENT OR FOR THE LOSS OR DAMAGE OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE, OR INABILITY TO USE THE Licensed CONTENT, INCLUDING WITHOUT LIMITATION LOSSES ARISING FROM ANY ERRORS, OMISSIONS OR OTHER INACCURACIES IN OR CORRUPTION CAUSED WHETHER BY TRANSMISSION PROCESSING OR OTHERWISE TO THE MATERIAL PUBLISHED IN THE LICENSED CONTENT OR OTHERWISE MADE ACCESSIBLE THROUGH THE LICENSED CONTENT. IN NO EVENT SHALL GALE'S OR THIRD PARTY DATA SUPPLIER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE ANNUAL SUBSCRIPTION FEE RECEIVED BY GALE FROM SUBSCRIBING INSTITUTE.

5.0 Termination.

5.1 Gale may at any time (without prejudice to its other rights or remedies) terminate this Agreement in whole or in part or suspend the provision of some or all of the Licensed Content: (i) with respect to the delivery of any part of the Licensed Content from any third party (a "Source"), upon request of such Source or immediately upon termination of Gale's agreement with such Source; (ii) upon thirty (30) days prior written notice to Subscribing Institute in the event of the breach of this Agreement by Subscribing Institute,

unless Subscribing Institute cures such breach within such thirty (30) period. In the event this Agreement is terminated by Subscribing Institute due to a breach by Gale prior to the expiration of the annual term of this Agreement, Gale shall credit to Subscribing Institute all fees applicable to the unexpired term of this Agreement on a pro-rata basis.

5.2 Either party may terminate this Agreement by written notice stating such party's intent to terminate, in the event the other party materially breaches any provision of this Agreement in the performance of any of its obligations hereunder, and such default or breach shall have continued for thirty (30) days after such notice was given. Either party may have the right to immediate termination in the event of, but shall not be limited to, the filing by the party receiving the notice of termination of a voluntary or involuntary petition of bankruptcy, the making of such party of an assignment for the benefit of creditors, the petitioning for the appointment of a custodian, receiver or trustee for such party of all or substantially all of such party's assets, or commencing of a proceeding for dissolution or liquidation without a successor to such party's business.

5.3 Gale holds the right to terminate this Agreement if the Subscribing Institute willingly defaults in making payment of the Fee as specified in Section 6.1 of this Agreement and fails to remedy such default after receiving thirty (30) days of notification in writing by Gale.

5.4 On termination of this Agreement by the Subscribing Institute for cause, Gale shall forthwith credit the proportion of the Fee that represents the paid but unexpired part of the Subscription Period.

6.0 Payment

6.1 As full consideration for Gale's performance of its obligations under this Agreement, Subscribing Institute shall pay to Gale the subscription fee specified in the Purchase Order and any applicable sales, use, excise, or similar taxes. The fee is due within thirty (30) days after invoice date.

6.2 Gale reserves the right to deny Subscribing Institute further access to the Licensed Content in the event payment is not received by its due date. Accounts not paid within thirty (30) days after invoice date shall be deemed delinquent and are subject to be discontinued.

7.0 General

7.1 Entire Agreement. This Agreement shall constitute the entire Agreement between the Parties and supercedes all prior Agreements and understandings oral or written relating to the subject matter hereof. Alterations to this Agreement and to the Addendum to this Agreement are only valid if they are recorded in writing and signed by both parties.

7.2 Assignment. This License may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations, without the prior written consent of the other party; provided however, Gale may assign to an affiliate this Agreement without consent of the Subscribing Institute. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties. Any attempted assignment in violation of this section is null and void.

7.3 Force Majeure. Neither party's delay or failure to perform any provision of this Agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, flood, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

7.4 Notice. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid, or two days after mailing if mailed by commercial overnight courier to such individual and address as may be specified in a written notice by either party to the other.

7.5 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, the provision shall be deemed omitted to the extent that it is invalid, illegal, or unenforceable. In such a case, the remainder of the Agreement shall be construed in a manner as to give greatest effect to the original intention of the parties hereto.

7.6 Waiver. The waiver of any right or failure of either party to exercise in any respect any right provided in this Agreement in any instance shall not be deemed to be a waiver of such right in the future or a waiver of any other right under this Agreement.

7.7 Headings. The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

7.8 Relationship of the Parties. The relationship of the parties hereto shall be that of independent contractors. Nothing herein shall be construed to create any partnership, joint venture, or similar relationship or to subject the parties to any implied duties or obligations respecting the conduct of their affairs, which are not expressly stated herein. Neither party shall have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party, or to bind the other party in any matter or thing whatsoever.

7.9 Governing Laws. This Agreement shall be governed by the laws of State of Michigan without regard to its principles governing conflicts of law.

This document must be signed and returned to Gale. I understand that by signing this I am bound by the terms and conditions herein.

ACCEPTED:

Institute

_____

Authorized Signature for Institute

_____

Name (please print or type)

_____

Title

_____

Date

_____

ADDENDUM A
LICENSED CONTENT, SUBSCRIPTION PERIOD, ACCESS METHOD, FEE SCHEDULE

Annual subscription fee for the Subscribing Institute (as designated in Addendum B) for the following Licensed Content for the 12-month subscription period as noted below:

DATABASES	SUBSCRIPTION PERIOD	USAGE LEVELS	SUBSCRIPTION FEES

ADDENDUM B

AUTHORIZED LIST OF PARTICIPATING MEMBER LIBRARIES, WITH STREET ADDRESS AND IP ADDRESS

Bill to Contact:

Bill to Address:

THOMSON GALE, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535

PRICING SHEET: NIGP 9155101, 9155102, 91551

Terms:	NET 30
Vendor Number:	W000004199 X
Telephone Number:	800/877-4253
Fax Number:	248/699-8889
Contact Person:	George E. McBride
E-mail Address:	ed.mcbride@thomson.com
Company Web Site:	www.gale.com
Contract Period:	To cover the period ending **May 31, 2016.**