
GENERAL CONTRACT FOR SUBSCRIPTION SERVICES

1. Contracting Parties:

This contract is between EBSCO Information Services, LLC and Texas Southern University:

EBSCO INFORMATION SERVICES, LLC

P.O. Box 2543
Birmingham, AL 35202

LEGAL STATUS OF CONTRACTOR:

Large Business
DUNS # 118070086
Federal Tax ID: 63-6014186

TEXAS SOUTHERN UNIVERSITY

3100 Cleburne Street
Houston, TX 77004

2. Statement of Consideration:

The consideration for this agreement is in the mutual covenants and stipulations hereby agreed to by the parties and set forth in the following paragraphs.

3. General Purpose of Contract:

The general Statement of Work for this contract is: PROVIDE SUBSCRIPTION RENEWALS/SERVICES (FOREIGN AND DOMESTIC).

4. Contract Period:

Effective date 09/01/26 Termination date 04/30/30, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options may be exercised annually by Texas Southern University.

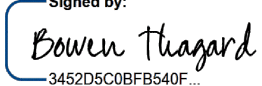
5. Attachments and Exhibits:

Attachment A: Standard Terms and Conditions
Attachment B: Scope of Work
Attachment C: Payment of Terms

6. Payment:

See Attachment C: Payment Terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

EBSCO Information Services, LLC Company Name	Texas Southern University Company Name
Bowen Thagard Print or Type Name	Print or Type Name
Signed by:  3452D5C0BFB540F... Signature	Signature
EVP, Operations & Finance Title	Title
6/25/2026 Date	Date

CONTRACT STANDARD TERMS AND CONDITIONS

ATTACHMENT A

1. **CONTRACT JURISDICTION:** The provisions of this contract shall be governed by the laws of the State of Texas. Venue for resolution of any dispute arising shall be within a Texas court of competent jurisdiction located in Harris County, Texas.
2. **RECORDS ADMINISTRATION:** EBSCO shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to EBSCO for cost authorized by this contract. These records shall be retained by EBSCO for at least four years after this contract terminates, or until all audits initiated within the four years have been completed, whichever is later.
3. **AUDIT OF RECORDS:** EBSCO agrees to allow University, State and Federal Auditors, and the University and State Agency Staff, access to all records to this contract, for audit and inspection, and monitoring services. Such access will be performed during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** EBSCO represents that none of its officer or employees are officers or employees of Texas Southern University, unless disclosure has been made in accordance with state law, code and personnel policy.
5. **EBSCO, AN INDEPENDENT CONTRACTOR:** EBSCO shall be an independent contractor, and as such have no authorization, express or implied, to bind the University to any agreements, settlements, liability, or understanding whatsoever, and agrees to not perform any acts as agents for the University, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to EBSCO by the University. EBSCO shall be responsible for the payment of all income tax and social security amounts due as a result of payments received by the University for these contract services. Persons employed by the University and acting under the direction of the University shall not be deemed employees or agents of EBSCO.
6. **EQUAL OPPORTUNITY CLAUSE:** EBSCO agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 which prohibits discrimination against any employee or applicant or recipient of services on the basis of race, religion, color, or national origin; and further agrees Executive Order No: 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, EBSCO agrees to abide by the State of Texas Anti-Discrimination Act which includes sexual harassment in the workplace.
7. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

8. **RENEGOTIATING OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
9. **TERMINATION:** Unless otherwise stated in the contract or special terms and conditions, this contract may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon 30 days prior to written notice being given to the other party. On termination of the contract, all accounts and payments will be processed according to the financial agreements set forth herein for approved services rendered to date of termination.
10. **SALES TAX EXEMPTION:** Texas Southern University's sales and tax exemption number is 275505-6. The tangible personal property or services being purchased are being paid from the University's funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
11. **AGREEMENT NOT ASSIGNABLE:** This agreement is not assignable by either of the parties hereto, unless agreed to in writing by both parties of this contract.
12. **INVOICES:** Invoices shall be furnished to the satisfaction of the University's designated representative and shall be payable as provided. The work shall be delivered free from all claims, liens and charges whatsoever, and before making payment, the University may require evidence that all parties furnishing labor and materials for the work have been paid.
13. **ALTERNATIVE DISPUTE RESOLUTION:** The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the University and the Contractor to attempt to resolve any claim for breach of Contract made by the Contractor. To initiate the process, the Contractor shall submit written notice, as required by subchapter B, to the General Counsel, Office of General Counsel, 3100 Cleburne, Houston, Texas 77004. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked.
14. **NON-APPROPRIATIONS:** Contractor understands that Texas Southern University is a governmental entity, and should the Legislature fail to provide funding for the University for any period during the term of this contract, Texas Southern University shall be excused for all liability for payment. Texas Southern University is required to give Contractor written notice within thirty (30) days after learning that the funds will not be available. Upon receiving written notice from Texas Southern University, this contract will automatically terminate.
15. **OFFICIALS NOT TO BENEFIT:** No trustee, officer, director, regent, employee, administrator and representative of Texas Southern University shall be admitted to any share or part of this agreement or to any benefit that may arise there from.
16. **INTELLECTUAL PROPERTY:** Contracting Party shall indemnify, defend and hold harmless the State of Texas and University against any action, claim, liability, loss or expense related to such intellectual property rights and representations. Contracting Party will pay any damages attributable to such claim that are awarded against the State of Texas and/or University in a judgment or settlement.

17. **FORCE MAJEURE:** In the event of Force Majeure, University may terminate this agreement by written notice and University shall not be responsible for any damages sustained by user but user shall be entitled to a pro rate return on any sum paid or any other acceptable arrangement mutually agreed to by the parties. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, pandemic, endemic, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of University.
18. **CONFIDENTIALITY:** Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval.
19. **ELIGIBILITY TO RECEIVE PAYMENT:** Pursuant to Texas Family Code Section 231.006, Texas Government Code Sections 2155.004 and 2155.006, Contracting Party certifies that it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this representation and warranty is inaccurate.
20. **ANTI-BOYCOTT ISRAEL VERIFICATION:** The Contractor represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Contractor (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.
21. **PAYMENT OF DEBT/DELINQUENCY TO STATE:** Contracting Party certifies that it is not indebted to the State of Texas and is current on all taxed owed to the State of Texas. Contracting Party agrees that any payments owing to Contracting Party under the Agreement may be applied directly toward any debt or delinquency that Contracting Party owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
22. **FOREIGN TERRORIST ORGANIZATIONS:** Contracting Party represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
23. **ENTIRE AGREEMENT:** This agreement contains entire understanding of the parties and no oral or other representations not contained herein shall be binding on the parties.

STATEMENT OF WORK FOR SUBSCRIPTION SERVICE ATTACHMENT B

1. Introduction

Regarding this proposed contract, EBSCO's objective is to provide outstanding subscription services to Texas Southern University in the following ways:

- Assign personal account representative accessible to the library staff via e-mail, direct phone, direct 800 phone, mail and fax,
- Place orders for serials and periodicals quickly and accurately, and publisher permitting, run them to a common expiration date,
- Provide price quotes on back issues and new subscriptions as requested by the library,
- Respond to all requests from the library staff quickly and accurately,
- Place claims within 72 hours and follow up quickly and accurately,
- Make address and other changes requested by the library quickly and accurately,
- Visit the library upon request or as necessary to ensure exemplary services and work closely with the staff to tailor our services to their needs and to respond to the library's changing requirements.

1.1 EBSCONET: EBSCONET Subscription Management, our online subscription and eResource management platform, is available 24 hours a day, 7 days a week. It is the premier serials management system used by libraries worldwide and is a value-added service provided at no charge to you.

EBSCONET is designed to be an interactive platform where customers can not only view comprehensive details about their subscription accounts but can also communicate and exchange data with EBSCO in a variety of ways, including through the Customer Service Portal and comprehensive online renewal tools.

With EBSCONET, you can search the entire EBSCO catalog as well as your current and past orders. EBSCONET lets you:

- Search our title database and view title details for more than 384,000 titles from 128,000 publishers worldwide
- Place orders
- View real-time information about your orders
- Access historical order information for up to seven years (in detail) and order history at the title level back to the mid-1990s
- Manage renewals for individual titles and e-journal packages
- View detailed information about publishers' online access policies and license terms
- Generate and download reports, and use the EBSCONET Analytics tool to evaluate your collection using a variety of facets

- Place and follow up on claims
- Report and track subscription-related issues via our Customer Service Portal
- Receive title notifications advising you of important changes to your subscriptions, including changes in publisher, frequency, number of issues, format, and title status
- Download copies of invoices, credit memos and monthly account statements

EBSCONET is specifically designed to help you manage each stage of the subscription life cycle and empowers you to make informed, timely decisions about the resources you have on order.

Flexible account permissions allow libraries to create an unlimited number of administrative accounts, as well as multiple user accounts for individual library staff, providing them with access only to the features they need. Staff accounts can be restricted to read-only access or allow full editing functionality with multiple levels of user authorization, allowing you to tailor EBSCONET access to your library's needs and workflow.

You can also use EBSCONET to determine whether alternative formats are available or if a title is available in a publisher package. The publisher's terms and conditions are clearly displayed so you can view their policies on orders, cancellations and claims. You can also review publisher access information (including URLs), license details and pricing models for online titles.

1.2 Dedicated Account Representative: Sandra Howitt is the Customer Service Representative assigned to personally handle any questions you have concerning orders, delivery, claims, renewals, e-journal access and troubleshooting. She is also available to assist with management reports, invoices, credits and any other requests related to your subscription account. EBSCO's Customer Service Representatives are empowered to call publishers on your behalf to resolve claims and other issues. In addition, they are experts in e-resources and receive training specifically on managing e-journals and e-packages.

Sandra also has access to invoice and order history records and can quickly locate information about your subscriptions. Sandra can be reached via a direct toll-free number 855-258-6993 or by e-mail at showitt@ebSCO.com.

All of EBSCO's Customer Service Representatives work in dedicated teams, sharing common issues and proposing solutions. Their team structure encourages collaboration and ensures the best service for your account. In the event your primary Customer Service Representative is out of the office, another Customer Service Representative who handles similar accounts will be able to assist you, ensuring consistently prompt response to communications.

1.3 Management Reports: EBSCO provides libraries with access to comprehensive management data to support collection analysis, financial oversight, renewal decision-making, and library workflows at no additional charge. Reporting capabilities within EBSCONET are designed to give libraries access to subscription, financial, and holdings information, offering adaptable solutions to meet evolving library needs. Libraries can access reports and data views related to, but not limited to, the following:

- Current and historical subscriptions, including active titles and subscription status
- Cancellations and format changes, supporting review of changes made during renewal and ordering cycles
- Title-level changes, including title transfers, cessations, and publisher or platform changes
- Publisher and platform information, including package composition and changes to

included titles

- Pricing and cost trends, including historical pricing and year-over-year price increases
- Electronic journal access and registration, including access status, licensing information, and backfile package coverage

The library can work directly with their dedicated Customer Service Representative to obtain specific data sets or custom reporting to meet their needs. EBSCO regularly supports both one-time and recurring data requests to address unique reporting, assessment, and administrative needs. EBSCO's reporting capabilities continue to evolve as systems and technologies advance. Our strategic direction emphasizes flexibility, automation, and usability, enabling libraries to access meaningful data while remaining responsive to changing library workflows and emerging data requirements.

1.4 Invoices: In addition to requesting payment, EBSCO's invoice provides pertinent and current bibliographic information to customers to help them control their serials collections.

Additional billings may sometimes be necessary when EBSCO has not been advised in advance of subscription rate changes or when publishers set prices after the order is placed. In these cases, we generate supplementary invoices and issue them monthly.

Invoice data is available electronically or via Electronic Data Interchange (EDI) with the ILS (depending upon availability). You can view invoices and current and previous monthly statements (which reflect payments and credits) via the Financial Information tab on EBSCONET. EBSCONET also indicates the balance of each invoice or credit.

1.5 Electronic Data Interchange: EBSCO manages an array of Electronic Data Interchange (EDI) activities. With 250 completed interfaces to more than 100 integrated library systems, EBSCO leads the industry in the development of linkage between our serials control systems and the systems used by our customers. We also electronically exchange information with publishers and other information providers. Our Information Systems & Services staff continues to play a leadership role in the development of ANSI (American National Standards Institute) Standard X12 and its application to the serials industry. EBSCO is committed to streamlining the electronic exchange of data to save time and money for serials managers and providers.

EBSCO offers the following EDI services at no charge to assist customers in managing their serials:

Electronic transitional services

Electronic Invoices: EBSCO offers invoices on diskette, magnetic tape or cartridge, or via Internet File Transfer Protocol (FTP) for loading into automated library systems or into a PC for further manipulation with popular spreadsheet and database programs. In addition to pricing data, each invoice record contains up to 40 fields, including title name, ISSN, start date and publication frequency.

Electronic Ordering, claiming and management reports

Ordering: Customers can load order data into a transmittable file and electronically transmit it to EBSCO from a local ILS. Alternatively, customers can log onto our EBSCONET system and enter orders on a pre-formatted order screen.

Claiming: Customers can transmit claims data to EBSCO from their local ILS depending on their system capability.

Management Reports: EBSCO can provide raw report data via Internet FTP, and customers can use the data to create their own reports.

- 1.6 Order Processing:** To process customer orders, EBSCO Customer Service Representatives select the appropriate title or edition from our online title database, select the appropriate term or period as requested by the customer or required by the publisher, select the correct bill-to and ship-to address for each title and activate the order function. Order activation produces a printed or electronic order form with an accompanying check or electronic payment to the publisher or fulfillment center. Order activation also produces a printed or electronic invoice to the customer.

Orders can be placed via phone, fax, e-mail, mail or *EBSCONET*. EBSCO's standard turn-around time for placement of new orders is three working days for titles already available in our title database. If a title is not listed in our database, we will place the order as soon as possible following receipt of rate and order placement information from the publishers.

We will request indexes, special issues, unnumbered supplements and other materials included in the basic subscription price. We will notify the agency of supplements, which are not supplied on subscription, so orders may be issued.

Upon request, orders will be placed and maintained to run on a calendar year basis where possible. If a title is not currently on a calendar year cycle, EBSCO can sometimes place orders requesting that the publishers adjust the subscription term to meet a common expiration date of December.

- 1.7 Claims:** Claims can be submitted, and claim status can be reviewed, via the claiming functionality in EBSCONET. A claim can be created on the Order Details page by selecting "submit service request" and choosing "claim for print" from the drop-down menu. You can then view claim restrictions, select a claim reason and enter or select a volume/issue. Claims correspondence is included in the Customer Service Portal, which allows the library to view existing claims and act on them, including acknowledging receipt or reclaiming.

Titles with Claiming Restrictions

Claim restriction information is displayed on the title detail page in EBSCONET and is also available via the Titles with Claiming Restrictions report. This report identifies the titles in your collection that have publisher claiming restrictions. This information helps you avoid unnecessary claims and informs you of the publisher-allotted time frame for claiming.

Claim Follow-Up

EBSCO has designed efficient and effective methods of handling claims on behalf of our library customers. Claims can be sent via email or phone to your Customer Service Representative or placed online through EBSCONET. Online claims are handled as urgent, with contact to the publisher within 1 business day, but typically the same day the claim is received. First and second print claims for missing issues are sent electronically to publishers, either by email or by EDI, whenever accepted. Third and subsequent claims are handled by an individual who will make direct contact with a publisher representative and follow up periodically with the intention of obtaining a resolution or confirmation that the issue cannot be replaced. Claims for non-service are routed immediately to your Customer Service Representative for handling; these claims are

pursued until confirmation is received that the subscription has been started. Urgent claims, regardless of format, should be sent directly to your Customer Service Representative, who will follow up until the claim is resolved, or pursue alternate avenues for fulfillment if required by the libraries.

Proof of Payment

EBSCO sends full payment to publishers with your order to ensure prompt service. Generally, an EBSCO order serves as proof of payment for your subscriptions. Should additional proof of payment be required, your Customer Service Representative can work with you or the publisher to provide this documentation.

- 1.8 Cancellations:** If an order is cancelled prior to expiration, EBSCO will notify the publisher and process the cancellation for you, unless a publisher has identified the title as non-cancelable. If an order is canceled, we will credit your account an amount equal to what we are refunded by the publisher, less a processing fee of thirty dollars (\$30.00). In some cases, publishers will not issue refunds but will instead offer credits for publications or other provisions. EBSCO will pass on to you whatever credit we are allowed by the publisher.
- 1.9** EBSCO's Standard Terms and Conditions: This agreement incorporates the terms and conditions located at: <https://www.ebsco.com/products/journal-subscription-services/terms-conditions>, provided that in the event of conflict this agreement will prevail.

COST PROPOSAL & PAYMENT TERMS

ATTACHMENT C

EBSCO proposes to handle the subscription management services for Texas Southern University Library at an estimated amount of \$480,000 for 2027, based on current subscriptions purchased. Our service charge will be 4.5% of publishers' retail for the life of the contract. EBSCO does not foresee any reason in which the service charge would increase or decrease. This is based on the conditions that exist today. EBSCO reserves the right to evaluate terms and conditions including price. Our long-term goal recognizes that changes in title lists occur regularly. We strive to maintain a consistent service fee level. Things outside of our control could include, but not be limited to, significant changes in our commissions from publishers, flip pricing commission changes, cancellations, significant changes in material ordered under the agreement, changes in payment practices, etc.

All titles will be processed at publisher retail rates subject to our terms and conditions which are outlined below. All our services are included in our quotation, as EBSCO does not charge for extra services. All our reports, automation interfaces, materials, barcode programs, EBSCONET, and transitional support are included within our proposal.

The title list has been processed through our system for your review. EBSCO will process all orders for the library as requested. Our title file is the largest in the world and is constantly updated with thousands of titles added each year. Subject to publisher restrictions we will add titles to our title file to support your unique requirements.

EBSCO's payment terms and pricing are noted in all of our catalogs. Electronic journals were priced at current publisher rates. If the library has special pricing agreements established with publishers EBSCO would need to be advised. We will always use the publisher's retail list or quoted price, which is clearly shown on each invoice. The only exceptions are titles for which a publisher does not offer a sufficient discount to EBSCO. These titles will incur a surcharge of up to \$15.00, which will be added to the list price.

Invoices are net due upon receipt. Slow payments will carry a 1% per 30 day carrying charge beginning the 60th day for unpaid balances. We can quote a price for subscriptions at any time.

In addition to the subscription requirements noted in the Solicitation, EBSCO can offer value added services and database products.

LAST UPDATED: July 2024

EBSCO LICENSE AGREEMENT Standard

By using the services available at this site or by making the services available to Authorized Users, the Authorized Users and the Licensee agree to comply with the following terms and conditions (the "Agreement"). For purposes of this Agreement, "EBSCO" is EBSCO Publishing, Inc.; the "Licensee" is the entity or institution that makes available databases and services offered by EBSCO; the "Sites" are the Internet websites offered or operated by Licensee from which Authorized Users can obtain access to EBSCO's Databases and Services; and the "Authorized User(s)" are employees, students, registered patrons, walk-in patrons, or other persons affiliated with Licensee or otherwise permitted to use Licensee's facilities and authorized by Licensee to access Databases or Services. "Authorized User(s)" do not include alumni of the Licensee. "Services" shall mean EBSCOhost, EBSCO Discovery Service, EBSCO eBooks, Flipster and related products to which Licensee has purchased access or a subscription. "Services" shall also include eBooks to which a Licensee has purchased access or a subscription and periodicals to which Licensee has purchased a subscription. "Databases" shall mean the products made available by EBSCO. EBSCO disclaims any liability for the accuracy, completeness or functionality of any material contained herein, referred to, or linked to. Publication of the servicing information in this content does not imply approval of the manufacturers of the products covered. EBSCO assumes no responsibility for errors or omissions nor any liability for damages from use of the information contained herein. Persons engaging in the procedures included herein do so entirely at their own risk.

I. LICENSE

A. EBSCO hereby grants to the Licensee a nontransferable and non-exclusive right to use the Databases and Services made available by EBSCO according to the terms and conditions of this Agreement. The Databases and Services made available to Authorized Users are the subject of copyright protection, and the original copyright owner (EBSCO or its licensors) retains the ownership of the Databases and Services and all portions thereof. EBSCO does not transfer any ownership, and the Licensee and Sites may not reproduce, distribute, display, modify, transfer or transmit, in any form, or by any means, any Database or Service or any portion thereof without the prior written consent of EBSCO, except as specifically authorized in this Agreement.

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

C. Licensee and Authorized Users agree to abide by the Copyright Act of 1976 as well as by any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the Databases or Services. Pursuant to these terms and conditions, the Licensee and Authorized Users may download or print

limited copies of citations, abstracts, full text or portions thereof, provided the information is used solely in accordance with copyright law. Licensee and Authorized Users may not publish the information. Licensee and Authorized Users shall not use the Database or Services as a component of or the basis of any other publication prepared for sale and will neither duplicate nor alter the Databases or Services or any of the content therein in any manner, nor use same for sale or distribution. Licensee and Authorized Users may not use artificial intelligence tools or machine learning technologies with any of the content included in the Databases or Services for any purpose. Licensee and Authorized Users may create printouts of materials retrieved through the Databases or Services online printing, offline printing, facsimile or electronic mail. All reproduction and distribution of such printouts, and all downloading and electronic storage of materials retrieved through the Databases or Services shall be for internal or personal use. Downloading all or parts of the Databases or Services in a systematic or regular manner so as to create a collection of materials comprising all or part of the Databases or Services is strictly prohibited whether or not such collection is in electronic or print form. Notwithstanding the above restrictions, this paragraph shall not restrict the use of the materials under the doctrine of "fair use" as defined under the laws of the United States. Publishers may impose their own conditions of use applicable only to their content. Such conditions of use shall be displayed on the computer screen displays associated with such content. The Licensee shall take all reasonable precautions to limit the usage of the Databases or Services to those specifically authorized by this Agreement.

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

E. Licensee agrees to comply with the Copyright Act of 1976, and agrees to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.

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

G. The Databases are not intended to replace Licensee's existing subscriptions to content available in the Databases.

H. Licensee agrees not to include any advertising in the Databases or Services.

II. LIMITED WARRANTY AND LIMITATION OF LIABILITY

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

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

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

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

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

III. PRICE AND PAYMENT

A. License fees have been agreed upon by EBSCO and the Licensee, and include all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within thirty (30) days. Delinquent invoices are subject to interest charges of 12% per annum on the unpaid balance (or the maximum rate allowed by law if such rate is less than 12%). The Licensee will be liable for all costs of collection. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Databases, Services and pricing identified in this Agreement, pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within thirty (30) days of the invoice dates.

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

IV. TERMINATION

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

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

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

V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

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

VI. GENERAL

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

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

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

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

E. This Agreement and our [Privacy Policy](#) represent the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described in this Agreement and our [Privacy Policy](#).

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

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

DATA PROCESSING ADDENDUM

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

1. Definitions

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

2. Data Processing: EBSCO as Processor for Customer

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

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

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

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

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

3. Data Processing: EBSCO as Joint Controller With Customer

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

4. International Data Transfer

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

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

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

Schedule I

List of Parties and Description of Data Transfers

A. LIST OF PARTIES

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

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

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

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

Data importer(s):

For Customer Personal Data:

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

For User Personal Data:

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

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

B. DESCRIPTION OF TRANSFER

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

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

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

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

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

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

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

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

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

Duration: Continuous

C. COMPETENT SUPERVISORY AUTHORITY

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

Schedule II

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

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

1. Network and Application Security and Vulnerability Management:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- j. Measures for ensuring data minimization:

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

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

k. Measures for ensuring data quality:

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

2. Logical access controls:

a. Measures for user identification and authorization:

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

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

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

3. Secure media disposal controls:

a. Measures for ensuring limited data retention:

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

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

b. Measures for allowing data portability and ensuring erasure:

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

4. Logging Controls:

a. Measures for ensuring events logging:

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

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

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

5. Personnel Controls:

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

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

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

6. Physical security and environmental controls:

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

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

Schedule III

List of Subprocessors

MODULE TWO: Transfer controller to processor

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

COST PROPOSAL

EBSCO proposes to handle the databases for Texas Southern University Library with a not to exceed amount of \$1,133,582. This is based on the conditions that exist today. EBSCO reserves the right to evaluate terms and conditions, including price. Prices are contingent on Texas Southern University maintaining their current TexShare resources by purchasing an EBSCO Continuation Package for 9/1/2026 – 8/31/2029 for \$206,441.00.

Below are the expected price projections for 2026-2029 for your electronic databases:

Product Name	Begin Date	Expire Date	Price
EBSCO Texas Continuation Package 2026-2029			\$ 206,441.00
Academic Search Complete	09/01/2026	08/31/2029	
AGRICOLA	09/01/2026	08/31/2029	
Alt HealthWatch: HOST	09/01/2026	08/31/2029	
Bibliography of Indigenous Peoples in North America	09/01/2026	08/31/2029	
Book Review Digest Plus (H.W. Wilson)	09/01/2026	08/31/2029	
Business Abstracts with Full Text (H.W. Wilson)	09/01/2026	08/31/2029	
Business Continuity & Disaster Recovery Reference Center	09/01/2026	08/31/2029	
Business Source Complete	09/01/2026	08/31/2029	
Computer Source: Consumer Edition : HOST	09/01/2026	08/31/2029	
Consumer Health Complete	09/01/2026	08/31/2029	
Consumer Health Reference Center eBook Subscription	09/01/2026	08/31/2029	
Educational Administration Abstracts - HOST	09/01/2026	08/31/2029	
ERIC	09/01/2026	08/31/2029	
Essay & General Literature Index (H.W. Wilson)	09/01/2026	08/31/2029	
Family Studies Abstracts - HOST	09/01/2026	08/31/2029	
Fuente Academica Premier	09/01/2026	08/31/2029	
Health Source: Consumer Edition : HOST	09/01/2026	08/31/2029	
Health Source: Nursing/Academic Edition : HOST	09/01/2026	08/31/2029	
Hobbies and Crafts Source	09/01/2026	08/31/2029	
Hobbies and Crafts Source eBook Subscription	09/01/2026	08/31/2029	
Home Improvement Source	09/01/2026	08/31/2029	
Home Improvement Source eBook Subscription	09/01/2026	08/31/2029	
Humanities Full Text (H.W. Wilson)	09/01/2026	08/31/2029	
Information Science and Technology Abstracts	09/01/2026	08/31/2029	
Legal Collection	09/01/2026	08/31/2029	
Legal Information Source	09/01/2026	08/31/2029	
Literary Reference Source	09/01/2026	08/31/2029	
Literary Reference Source eBook Subscription	09/01/2026	08/31/2029	
MAS Complete	09/01/2026	08/31/2029	
MAS Reference eBook Subscription	09/01/2026	08/31/2029	
MasterFILE Complete	09/01/2026	08/31/2029	
MasterFILE Complete Reference eBook Subscription	09/01/2026	08/31/2029	
Medic Latina	09/01/2026	08/31/2029	
MEDLINE	09/01/2026	08/31/2029	
Middle Search Main Edition	09/01/2026	08/31/2029	
Middle Search Reference eBook Subscription	09/01/2026	08/31/2029	
Military and Government Collection	09/01/2026	08/31/2029	
Newspaper Source Plus	09/01/2026	08/31/2029	
Play Index (H.W. Wilson)	09/01/2026	08/31/2029	

Primary Search : HOST	09/01/2026	08/31/2029	
Primary Search Reference eBook Subscription	09/01/2026	08/31/2029	
Professional Development Collection : HOST	09/01/2026	08/31/2029	
Psychology and Behavioral Sciences Collection : HOST	09/01/2026	08/31/2029	
Race Relations Abstracts - HOST	09/01/2026	08/31/2029	
Referencia Latina	09/01/2026	08/31/2029	
Religion and Philosophy Collection	09/01/2026	08/31/2029	
Salud en Espanol	09/01/2026	08/31/2029	
Science & Technology Collection	09/01/2026	08/31/2029	
Serials Directory : HOST	09/01/2026	08/31/2029	
Short Story Index (H.W. Wilson)	09/01/2026	08/31/2029	
Small Business Source	09/01/2026	08/31/2029	
Small Business Source eBook Subscription	09/01/2026	08/31/2029	
Small Engine Repair Source	09/01/2026	08/31/2029	
Sustainability Reference Center	09/01/2026	08/31/2029	
Texas Reference Center	09/01/2026	08/31/2029	
TopicSearch – Host	09/01/2026	08/31/2029	
Vocational and Career Collection	09/01/2026	08/31/2029	

Package Year 1: \$66,053.00

Package Year 2: \$68,771.00

Package Year 3: \$71,617.00

Total: \$206,441.00

Product Name	Begin Date	Expire Date	Term In Months	Price
America: History & Life with Full Text	09/01/2026	08/31/2029	36	\$75,270.00
			Year 1	\$24,352.00
			Year 2	\$25,083.00
			Year 3	\$25,835.00
APA PsycArticles	09/01/2026	08/31/2029	36	\$126,976.00
			Year 1	\$41,081.00
			Year 2	\$42,313.00
			Year 3	\$43,582.00
Biological & Agricultural Index Plus (H.W. Wilson)	09/01/2026	08/31/2029	36	\$7,971.00
			Year 1	\$2,579.00
			Year 2	\$2,656.00
			Year 3	\$2,736.00
Child Development & Adolescent Studies	09/01/2026	08/31/2029	36	\$4,645.00
			Year 1	\$1,503.00
			Year 2	\$1,548.00
			Year 3	\$1,594.00
Education Research Complete	09/01/2026	08/31/2029	36	\$24,922.00
			Year 1	\$8,063.00
			Year 2	\$8,305.00
			Year 3	\$8,554.00
Human Resources Abstracts - HOST	09/01/2026	08/31/2029	36	\$16,169.00
			Year 1	\$5,231.00
			Year 2	\$5,388.00
			Year 3	\$5,550.00
Mental Measurements Yearbook with Tests in Print	09/01/2026	08/31/2029	36	\$12,595.00
			Year 1	\$4,075.00

			Year 2	\$4,197.00
			Year 3	\$4,323.00
MLA International Bibliography	09/01/2026	08/31/2029	36	\$34,970.00
			Year 1	\$11,314.00
			Year 2	\$11,653.00
			Year 3	\$12,003.00
OmniFile Full Text Select (H.W.Wilson)	09/01/2026	08/31/2029	36	\$110,598.00
			Year 1	\$35,782.00
			Year 2	\$36,855.00
			Year 3	\$37,961.00
Public Administration Abstracts - HOST	09/01/2026	08/31/2029	36	\$13,522.00
			Year 1	\$4,375.00
			Year 2	\$4,506.00
			Year 3	\$4,641.00
RIPM Jazz Periodicals: Music, History, and Culture	09/01/2026	08/31/2029	36	\$13,075.00
			Year 1	\$4,230.00
			Year 2	\$4,357.00
			Year 3	\$4,488.00
Science Full Text Select (H.W.Wilson)	09/01/2026	08/31/2029	36	\$12,021.00
			Year 1	\$3,889.00
			Year 2	\$4,006.00
			Year 3	\$4,126.00
Social Work Abstracts	09/01/2026	08/31/2029	36	\$13,972.00
			Year 1	\$4,520.00
			Year 2	\$4,656.00
			Year 3	\$4,796.00
Urban Studies Abstracts - HOST	09/01/2026	08/31/2029	36	\$13,330.00
			Year 1	\$4,313.00
			Year 2	\$4,442.00
			Year 3	\$4,575.00

Year 1 Total: \$155,307.00
Year 2 Total: \$159,965.00
Year 3 Total: \$164,764.00

Total: \$480,036.00

Product Name	Begin Date	Expire Date	Price
May 2027 - April 2030 EBSCO Comprehensive Package – 3 Year			\$447,105.00
Academic Search Ultimate	05/01/2027	04/30/2030	
Applied Science & Technology Source Ultimate	05/01/2027	04/30/2030	
Apps - Cloud Service - (cloudser)	05/01/2027	04/30/2030	
Business Source Ultimate	05/01/2027	04/30/2030	
Communication Source	05/01/2027	04/30/2030	
EBSCO Discovery Service	05/01/2027	04/30/2030	
EBSCO Discovery Service Custom Catalog	05/01/2027	04/30/2030	
Education Source	05/01/2027	04/30/2030	
Energy & Power Source	05/01/2027	04/30/2030	
Engineering Source	05/01/2027	04/30/2030	

Full Text Finder	05/01/2027	04/30/2030	
Health Business Elite : HOST	05/01/2027	04/30/2030	
Health Policy Reference Center	05/01/2027	04/30/2030	
Humanities Source Ultimate	05/01/2027	04/30/2030	
Literary Reference Plus	05/01/2027	04/30/2030	
Literary Reference Source eBook Subscription	05/01/2027	04/30/2030	
Science Reference Source	05/01/2027	04/30/2030	
Science Reference Source eBook Subscription	05/01/2027	04/30/2030	
Sociology Source Ultimate	05/01/2027	04/30/2030	
eBook Subscription Academic Collection - (North America)	05/01/2027	04/30/2030	
eBook Subscription Business Collection (North America)	05/01/2027	04/30/2030	
eBook Subscription Education Collection	05/01/2027	04/30/2030	
eBook Subscription EngineeringCore	05/01/2027	04/30/2030	
eBook Subscription History Collection (North America)	05/01/2027	04/30/2030	

Year 1 Total: \$365,124.00

Year 2 Total: \$377,702.00

Year 3 Total: \$390,756.00

Grand Total: \$1,133,582.00

Package Year 1 \$143,764.00

Package Year 2 \$148,966.00

Package Year 3 \$154,375.00

Total: \$447,105.00

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

EBSCO Information Services, LLC
Company Name

Texas Southern University
Company Name

Bowen Thagard
Print or Type Name

Print or Type Name

Signed by:

Bowen Thagard
3452D5C0BF540F...
Signature

Signature

EVP, Operations & Finance
Title

Title

6/25/2026
Date

Date