

AM EXPLORER LICENCE AGREEMENT

This AM EXPLORER Licence Agreement (this "**Agreement**") is made effective as of (the "**Effective Date**") between Adam Matthew Digital Ltd, Pelham House, London Road, Marlborough, Wiltshire, SN8 2AG, England ("**Licensor**") and Texas A&M University, a Texas state agency and a member of The Texas A&M University System ("**Texas A&M**").

For purposes of this Agreement, "**Licensee**" shall mean (a) Texas A&M or (b) any of the institutions of higher education in The Texas A&M University System listed on Appendix B of this Agreement (collectively, the "**A&M Institutions**"). Each A&M Institution that executes this Agreement will be understood to have entered into this Agreement separately with Licensor and agrees to comply with the terms and conditions imposed on the Licensee in this Agreement. For the avoidance of doubt, each A&M Institution is only responsible for its own compliance with this Agreement.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee (as defined below) agree as follows:

1. Grant of Licence for Licensed Materials and Licence Fee

- 1.1 The material that is the subject of this Agreement is electronic information published or otherwise made available by the Licensor and is described as **AM EXPLORER** (see APPENDIX A) (hereinafter referred to as the "**Licensed Materials**" (where such term shall include any part of the Licensed Materials, and any data or information extracted from the Licensed Materials)).
- 1.2 The Licensee acknowledges that the "**Intellectual Property**" (which for the purposes of this Agreement shall mean copyright, trade marks, design rights, registered designs, database rights, domain names or any other intellectual property rights) subsisting in or relating to the Licensed Materials remains with the Licensor and/or its suppliers. The Licensee shall not have any right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.
- 1.3 In consideration of the payment by Texas A&M to the Licensor of the licence fee set out on the Licensor's quote attached hereto as Appendix C (the "**Licence Fee**"), the Licensor hereby grants to the Licensee a non-transferable, non-exclusive licence to use the Licensed Materials (including the right for the Authorised Users (as defined below) to use the Licensed Materials in accordance with the terms of this Agreement) for the purposes set out in and in accordance with this Agreement.
- 1.4 Save for the rights granted by the Licensees to the Authorised Users, the Licensees shall not grant sub-licences, in whole or in part, of any of the rights granted under this Agreement, or sub-contract any aspects of exploitation of the rights licensed to it, without the Licensor's prior written consent.

2. Authorised Use of Licensed Materials

- 2.1 The Licensee may permit Authorised Users to use the Licensed Materials on the terms set out herein and on condition that such Authorised Users do not grant any further sub-licence.
- 2.2 For the purposes of this Agreement "**Authorised Users**" are: (1) full and part time students (including students enrolled in distance education programs offered or

sponsored by the Licensee) and employees (including faculty, staff, alumni, affiliated researchers and independent contractors) of the Licensee who in all cases need access to the Licensed Materials for the purposes of their research, education, teaching or other non-commercial use. Any off-campus access shall be provided only for individuals authenticated as an Authorized User of Licensee; and (2) Walk-ins, namely guests or patrons who are not affiliated with the Licensees but who are members of the public and physically present on Licensee's campus, may also have access to the Licensed Materials.

2.3 Authorised Users may only use the Licensed Materials for the purposes of research, education, teaching or other non-commercial use and, subject to the foregoing, the Licensee may:

- (1) download no more than 10% of the total Licensed Materials per 12-month subscription, or 25% per individual title;
- (2) store in electronic format in secure electronic data files or print a reasonable portion of the Licensed Materials for use only in connection with specific courses of instruction offered by the Licensee;
- (3) engage in text mining/data mining activities in relation to the Licensed Materials, subject to obtaining the Licensor's prior written consent as set out in Section 3.2 herein if such activities involve automated extraction of data directly from the Licensed Materials; and
- (4) permit its Authorised Users to transmit to a third party collaborator in hard copy or electronically, minimal, insubstantial amounts (defined as no more than 5% [five percent] of each individual title of the Licensed Materials) of the Licensed Materials for personal use or scholarly, educational or scientific research.

Video content is excluded for the purposes of downloading, storing, printing, and transmitting Licensed Materials under this Section 2.3.

2.4 Licensor and Licensee shall comply with all applicable laws in performing their obligations and exercising their rights under this Agreement, including without limitation, all applicable data privacy and information-security related laws, rules, and regulations (collectively, "**Applicable Law**") and in particular the Licensees shall not infringe any moral rights (as defined in Chapter IV of the Copyright, Designs and Patents Act 1988 or if such acts take place outside the UK, in accordance with any equivalent legislation applicable in that territory) that subsist in respect of the Licensed Materials.

2.5 For the avoidance of doubt, nothing in this Agreement is intended to limit in any way whatsoever the Licensee's rights under the fair dealing provisions set out in the Copyright Designs and Patents Act 1988 (as may be re-enacted or modified) or if such acts take place outside the UK, in accordance with any equivalent legislation applicable in that territory (for example under the US Copyright Act of 1976, 17 U.S.C. § 107).

3. Restrictions on Use of Licensed Materials

3.1 Save as set out in this Agreement, the Licensee shall not:

- 3.1.1 permit any third party or individual other than the Authorized Users to use the Licensed Materials, and the Licensed Materials shall not be distributed to any third parties or individuals other than the Authorized Users, or used for any purpose which is not permitted pursuant to this Agreement (including without limitation, any commercial purpose, sale of the Licensed Materials, or bulk reproduction or distribution of the Licensed Materials);
- 3.1.2 modify, change or develop the Licensed Materials in any way or create a derivative work of the Licensed Materials;
- 3.1.3 remove, obscure or modify any copyright, trade mark or other notices included in the Licensed Materials;
- 3.1.4 re-publish any items from the Licensed Materials, unless copyright permission has first been obtained from the appropriate copyright holder or archive. Permission from the original source archive/copyright holder in the case of re-publication of figures, tables and brief excerpts from the Licensed Materials in an Authorised User's own scientific, scholarly and educational works is always necessary and, as between Licensor and Licensee, the Licensee will be responsible for obtaining correct wording for all citations and credits from the original source archive/copyholder; or
- 3.1.5 remove, bypass, circumvent, neutralise, or modify any of the technological protection measures used for the Licensed Materials.
- 3.2 In order to protect the integrity of server performance for the Licensee's Authorised Users, automated extraction of data directly from the Licensed Materials (for example only, by the use of data mining software) is only permitted subject to obtaining the Licensor's prior written consent and if such automatic extraction of data does not affect the performance of the Licensor's servers. In the event that the Licensor's servers are negatively impacted, the Licensor reserves the right to decline and prevent access to the Licensed Materials to stop any disruption to the Licensor's business.
- 3.3 Before the Licensee makes available any of the Licensed Materials to the Authorised Users, the Licensee will use best efforts to instruct its Authorised Users that:
 - (1) Authorised Users should comply with all applicable laws in using the Licensed Materials;
 - (2) the Licensed Materials being supplied are only for the Authorised User's personal use;
 - (3) the Licensed Materials may not be reproduced or distributed in violation of applicable law;
 - (4) the Licensor reserves all Intellectual Property and other rights in the Licensed Materials; and
 - (5) there are limitations on the access and use of the Licensed Materials as set forth in Sections 2-4 of this Agreement.

(collectively, the "Terms of Use"). The Licensee shall provide a copy of such Terms of Use to the Licensor (e.g. <https://rules-saps.tamu.edu/PDFs/29.01.03.M0.02.pdf>) should this be requested by the Licensor.

For the avoidance of doubt, Authorised Users are not a party to this Agreement.

4. Access to the Licensed Materials and hosting

- 4.1 Once the Licensee has returned a signed copy of this Agreement and given all necessary information to the Licensor to enable the Licensor to make the Licensed Materials available to the Licensee, the Licensor shall make the Licensed Materials available to the Licensee.
- 4.2 In relation to data mining projects, on written request and subject to the Licensee complying and continuing to comply with the provisions of this Agreement, the Licensor will make available in XML format the document level metadata and, where available, a full text data set contained within the Licensed Materials (the “**Data**”) for data/text mining purposes. To ensure data security the delivery method will be at the sole discretion of the Licensor. The Licensee shall treat the Data as Confidential Information (as defined below) in accordance with Section 10 of this Agreement, shall only use the Data in accordance with the permitted purposes as set out in this Agreement, and shall not permit any third party other than the Authorized Users to use the Data.
- 4.3 Licensor affirms that the electronic and information resources and all associated information, documentation, and support that it provides to Licensee under this Agreement (collectively, the “**EIR**”) should comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code) (the “**EIR Accessibility Warranty**”). If Licensee becomes aware that the EIR, or any portion thereof, do not comply with the EIR Accessibility Warranty and provide a barrier to access, Licensor shall, at no cost to Licensee, perform all necessary remediation to make the EIR satisfy the EIR Accessibility Warranty for a necessary accommodation according to the necessary timelines as agreed by Licensee and Licensor. In the event that Licensor fails or is unable to do so, Licensee may immediately terminate this Agreement.

5. **Renewal and Payment**

- 5.1 This Agreement shall begin on the April 1st 2022 and continue until March 31st 2023 (the “**Initial Term**”). This Agreement may be renewed for two (2) additional one-year terms upon mutual written agreement signed by authorized representatives of Licensor and Licensee (each, a “**Renewal Term**”, and collectively with the Initial Term, the “**Term**”).
- 5.2 Each renewal shall be subject to the payment by the Licensee of the agreed Licence Fee. Licensor shall be entitled to increase the Licence Fees by no more than five percent (5%) at the start of each Renewal Term upon 90 days' prior notice to Licensee. To the extent consistent with Chapter 2251, *Texas Government Code* (the “**Texas Prompt Payment Act**”), in the event that the Licensee do not pay the Licence Fee when it is due, Licensee’s access to the Licensed Materials will cease.
- 5.3 All fees set out in this Agreement are exclusive of Value Added Tax or other Sales Tax and shall be subject to the addition of Value Added Tax or other Sales Tax at the appropriate rate, which Texas A&M agrees to pay. As an agency of the State of Texas, Texas A&M is tax exempt. Tax exemption certification will be furnished to Licensor upon request.
- 5.4 Texas A&M will pay the Licence Fee for the Licensed Materials set forth on the quote attached hereto as Appendix C. Licensee’s payment shall be made in accordance with the Texas Prompt Payment Act, which shall govern remittance of payment and remedies for late payment and non-payment. It is the policy of the state of Texas to

make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment Act. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.

- 5.5 **Loss of Funding.** Performance by Licensee under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “**Legislature**”). If the Legislature fails to appropriate or allot the necessary funds, Licensee will issue written notice to Licensors, and Licensee may terminate this Agreement without further duty or obligation hereunder. Licensors acknowledge that appropriation of funds is beyond the control of Licensee. In the event of a termination or cancellation under this Section 5.5, Licensee will not be liable to Licensors for any damages that are caused or associated with such termination or cancellation.
- 5.6 **State Auditor’s Office Right to Audit.** Licensors understand that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “**Auditor**”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Licensors agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Licensors will include this provision in all contracts with permitted subcontractors.

6. **Support and Availability**

- 6.1 The Licensors will provide and maintain help files and other appropriate user documentation in relation to the Licensed Materials.
- 6.2 The Licensors will use reasonable endeavours to assist the Licensee with the implementation of and use of the Licensed Materials. The Licensors will use reasonable endeavours to make its personnel available by email, phone or fax for feedback, problem-solving, or general questions. The Licensors shall not provide any on site installation in respect of the Licensed Materials or relevant software. The Licensed Materials will make use of standard internet protocols, interfaces and functions, including Help Files.
- 6.3 The Licensors shall use reasonable efforts to make the Licensed Materials available on a continuous seven (7) days a week basis with an average of at least 98% up-time per month. The allowable down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional Licensed Materials as they become available, and downtime related to the failure of equipment or services outside the control of the Licensors, including but not limited to public or private telecommunications services or internet nodes or facilities. The down-time also allows for periodic server migrations, updating resources and relevant technologies, as necessary to improve the service consistent with overall standards in the on-line information provision industry. The majority of updates will not involve any server down-time. The allowable down-time does not include any unavailability which occurs due to a Force Majeure event (see Section 18.1 herein).
- 6.4 The Licensors shall provide appropriate advance notice in the event of scheduled maintenance which involves any significant amount of server down-time and the Licensors shall perform scheduled down-time at a time to minimise inconvenience to the Licensee. The Licensors shall provide appropriate notification in the event of unscheduled downtime where possible.

7. Modification or withdrawal of the Licensed Materials

- 7.1 The Licensee hereby acknowledges that from time to time the Licensed Materials may be modified; including additions, revisions, amendments and deletions, by the Licensor and/or that portions of the Licensed Materials may migrate to other formats. This is part of the process of the Licensor ensuring that the Licensed Materials are current and up to date and accordingly such modifications, additions or deletions shall not be grounds for the Licensee to terminate this Agreement for breach, provided that such modifications, additions, or deletions do not diminish the functionality of the Licensed Materials.
- 7.2 The Licensor reserves the right to modify or withdraw the Licensed Materials or any part of them where it no longer retains the right to publish such content, or where it has reasonable grounds to believe such content infringes a third party's Intellectual Property, or where such content is inaccurate, defamatory, offensive or otherwise likely to be unlawful or promote illegal or unlawful activity. In the unlikely event of the Licensor needing to withdraw all or a material part of the Licensed Materials, (where a material part of the Licensed Materials shall be over 30% of the individual titles), the Licensor shall give written notice to the Licensee of such withdrawal no later than 30 days following the removal of any item, and Licensee may immediately terminate this Agreement and receive a pro-rata refund of any pre-paid Licence Fee.

8. Suspension of access to Authorised Materials

- 8.1 In the event of any unauthorised use of the Licensed Materials by an Authorised User or the Licensee, the Licensor may suspend or terminate the Licensee's access to the Licensed Materials until the circumstances of unauthorised use are resolved to the Licensor's satisfaction, and/or terminate this Agreement with respect to such Licensee according to Section 11 of this Agreement.
- 8.2 The Licensor may require the Licensee to cease all use of any of the Licensed Materials if it reasonably believes that the use of the Licensed Materials (or part thereof) infringes the Intellectual Property of any third party or breaches any Applicable Law. In this instance, the Licensor may, at its option either:
- (1) provide the Licensee with alternative materials that are equivalent in functionality to the Licensed Materials so as to avoid the infringement; or
 - (2) terminate this Agreement immediately on written notice and refund to Licensee the pro-rata portion of any pre-paid Licence Fee.

9. Protection of the Licensed Materials

- 9.1 The Licensee shall use the best available practices and systems applicable with regard to the use of the Licensed Materials to:
- (1) enforce the territorial and use restrictions of this Agreement; and
 - (2) prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Licensed Materials.
- 9.2 If the Licensee becomes aware of any potential or actual infringement or misuse of any Licensed Materials, or any security breach in connection with this Agreement that could compromise the security or integrity of the Licensed Materials or otherwise adversely affect the Licensor, the Licensee shall, at the Licensee's expense, promptly

notify the Licensor and fully co-operate with the Licensor to remedy the issue as soon as reasonably practicable. The Licensor may suspend the Licensee's rights under this Agreement until the infringement, misuse or security breach is remedied.

10. Confidentiality and Privacy

- 10.1 For the purposes of this Section, "**Confidential Information**" shall mean any information or data (whether in written, oral, visual or electronic form, or on tape or disk, or howsoever recorded) disclosed by one party (the "**Disclosing Party**") to the other (the "**Receiving Party**") which is not publicly available including without limitation: (1) any data relating to the usage of the Licensed Materials by the Licensee and its Authorised Users, (2) any statistics relating to usage of the Licensed Materials which is provided by the Licensor (or its suppliers) to the Licensee, (3) the Data, (4) the Licensee Data (as defined below), and (5) know-how and information about design, development, specifications, manuals, instructions, customer lists, sales, marketing, promotion, distribution, business plans, forecasts, and technical or other expertise.
- 10.2 The Receiving Party shall not at any time during the Term of this Agreement, nor for a period of five (5) years after termination or expiry of this Agreement, disclose to any person any of the Disclosing Party's Confidential Information except as permitted by this Section.
- 10.3 The Receiving Party may disclose the Disclosing Party's Confidential Information:
- (1) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out its obligations under this Agreement. To the extent authorised by the Constitution and the laws of the State of Texas, the Receiving Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the Disclosing Party's Confidential Information comply with this clause;
 - (2) as may be required by law, court order or any governmental or regulatory authority, provided that the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure; and
 - (3) in respect of data relating to the usage of the Licensed Materials by the Licensee and its Authorised Users, such data may be provided to third parties in aggregate form, provided that such aggregate data has been de-identified in accordance with Applicable Law and does not include any Personal Information (as defined below) or any other Confidential Information of Licensee.
- 10.4 The Receiving Party shall hold the Disclosing Party's Confidential Information in confidence and use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. To the extent authorised by the Constitution and the laws of the State of Texas, and subject to the PIA (as defined below), the Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other than to perform its obligations under this Agreement. The Receiving Party shall, upon request of the Disclosing Party or within thirty (30) days of termination or expiry of this Agreement, promptly return or destroy all materials embodying Confidential Information, except that the Receiving Party may securely retain one copy in its files solely for record purposes.

- 10.5 Confidential Information shall not include information which: (1) is, or becomes generally available to the public other than as a direct or indirect result of the information being disclosed in breach of this Agreement, (2) which was already lawfully known to the Receiving Party before it was disclosed by the Disclosing Party, or (3) which the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
- 10.6 The Licensor recognises the importance of protecting the information it collects from Authorized Users in the operation of access to the Licensed Materials and will take all reasonable steps to maintain the security, and privacy of this information. The Licensor will offer the Licensee access to an automated system which provides statistics on usage of the Licensed Materials by its Authorised Users. The Licensor will ensure that any statistical information it collects will be relevant and not excessive for purposes of operating the Licensed Materials and will be deleted when no longer needed and in no event later than thirty (30) days following the termination or expiry of this Agreement. The Licensor will only disclose to third parties navigational and transactional information in the form of anonymous, aggregate usage statistics and demographics in forms that do not reveal an Authorised User's or the Licensee's identity, or Licensee's Confidential Information. Further information regarding privacy can be found in the Licensor's Privacy Policy, posted on the Licensor's website <https://www.amdigital.co.uk/privacy-policy>. For the avoidance of doubt, Licensee will not disclose or transfer any personally identifiable information (as such term is defined in the U.S. Family Educational Rights and Privacy Act), personal data (as such term is defined in E.U. General Data Protection Regulation 2016/679) or any other information that alone or in conjunction with other information identifies an individual to Licensor under this Agreement.

11. Early Termination

- 11.1 Licensor or Licensee (the "**Terminating Party**") may by written notice to the other (the "**Other Party**") terminate this Agreement immediately if:
- (1) the Other Party ceases, or threatens to cease, to carry on business; or
 - (2) any of the following events occur (or any event analogous to any of the following occurs in a jurisdiction other than England and Wales) in relation to the Other Party:
 - (A) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986, or a proposal is made for any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - (B) a shareholders' meeting is convened to consider a resolution that it be wound up, or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
 - (C) a petition is presented for its winding-up, or an application is made for the appointment of a provisional liquidator (in each case, which is not dismissed within 14 days of its service), or a creditors' meeting is convened under section 98 of the Insolvency Act 1986; or
 - (D) a receiver, administrative receiver or similar officer is appointed over the whole, or any part, of its business or assets; or
 - (E) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - (F) it is, or becomes, insolvent within the meaning of section 123 of the Insolvency Act 1986.

- 11.2 Either the Licensor or Licensee may terminate this Agreement effective upon written notice to the other if the other materially breaches any term of this Agreement and fails to cure such breach within ten (10) days after receiving written notice of the breach.

12. Consequences of termination

- 12.1 On any expiry or termination of this Agreement all rights and authorisations granted by the Licensor to the Licensee under this Agreement shall automatically terminate and immediately revert to the Licensor; and on-line access to the Licensed Materials by the Licensees and its Authorised Users shall be immediately terminated.
- 12.2 Any data copied for Data Mining must be deleted unless written permission has been granted by the Licensor.

13. Warranties

- 13.1 To the extent authorised by the Constitution and the laws of the State of Texas, Licensor and Licensee warrant to the other that each has full power and authority to enter into and perform its obligations under this Agreement.
- 13.2 The Licensor warrants that it has the right to licence the rights granted under this Agreement to use the Licensed Materials, that it has obtained any and all necessary permissions from third parties to licence the Licensed Materials, and that so far as it is aware, use of the Licensed Materials by the Licensees in accordance with the terms of this Agreement shall not infringe the Intellectual Property of any third party. In addition, Licensor warrants that the Licensed Materials will perform substantially in accordance with the accompanying written materials, including without limitation, the documentation and Licensor's marketing materials.
- 13.3 To the extent authorised by the Constitution and the laws of the State of Texas, the Licensee warrants that it will not knowingly use the Licensed Materials:
- so as to infringe any third party's copyright;
 - in a manner which is defamatory, libellous, obscene, or otherwise unlawful; or
 - in a manner which will violate any Applicable Law.

14. Intellectual Property Infringement

- 14.1 Licensor and Licensee shall promptly notify the other of any actual or suspected infringement of the Licensed Materials that comes to its attention ("**Infringement**").
- 14.2 Subject to the approval of the Texas Attorney General, the Licensee shall co-operate fully with the Licensor by taking all steps required by the Licensor in connection with any Infringement, including, without limitation, legal proceedings in the name of the Licensor or in the joint names of Licensor and Licensee. The Licensor shall be responsible for the cost of any legal proceedings it requires, and, is entitled to any damages, account of profits and/or awards of costs recovered.

15 Limitations

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT:

- 15.1 TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, NOTHING IN THIS AGREEMENT SHALL LIMIT LICENSOR'S OR LICENSEE'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE.
- 15.2 SAVE WHERE EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, ALL CONDITIONS, WARRANTIES, COVENANTS, REPRESENTATIONS AND UNDERTAKINGS WHICH MAY BE IMPLIED, WHETHER STATUTORY OR OTHERWISE, IN RESPECT OF THE PERFORMANCE BY EITHER LICENSOR OR LICENSEE OF ITS OBLIGATIONS HEREUNDER ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 15.3 TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, NEITHER LICENSOR NOR LICENSEE SHALL BE LIABLE TO THE OTHER FOR INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER ARISING, OR FOR ANY LOSS (WHETHER DIRECT OR INDIRECT OR CONSEQUENTIAL) OF PROFITS, USE, ANTICIPATED SAVINGS, GOODWILL OR CONTRACTS OR FOR ANY LOSS ARISING FROM DAMAGED, CORRUPTED OR LOST DATA.
- 15.4 TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, THE AGGREGATE LIABILITY OF EACH PARTY IN RELATION TO THIS AGREEMENT SHALL NOT IN TOTAL EXCEED THE GREATER OF ONE MILLION POUNDS (£1,000,000) OR THE AMOUNT EQUAL TO THE CHARGES PAID UNDER THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT, MISREPRESENTATION, BREACH OF DUTY OR OTHERWISE.

16. Legal Disputes and Governing Law

- 16.1 **Dispute Resolution.** The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Licensor and Licensee to attempt to resolve any claim for breach of contract made by Licensor that cannot be resolved in the ordinary course of business. Licensor shall submit written notice of a claim of breach of contract under this Chapter to the Licensee's designated official, who shall examine Licensor's claim and any counterclaim and negotiate with Licensor in an effort to resolve the claim. This provision, and nothing in this Agreement, waives Licensee's sovereign immunity to suit or liability, and Licensee has not waived its right to seek redress in the courts.
- 16.2 Save as set out above, the parties irrevocably agree that the courts of the State of Texas shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation. Pursuant to Section 85.18(b), *Texas Education Code*, venue for a suit filed against Licensee is in the county in which the primary office of the chief executive officer of Licensee is located.
- 16.3 This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Texas.

17. Notices

- 17.1 Any notice required to be given under this Agreement, or in connection with the matters contemplated by it, shall (except where specifically provided otherwise) be in writing and shall be delivered personally, or sent by pre-paid first-class (or airmail) post or recorded delivery or by commercial courier or fax or email, at the address

provided by the Licensor or Licensee for this purpose from time to time (such address to include a named representative responsible for receiving it).

17.2 Any notice shall be deemed to have been received:

- (1) if delivered personally, when left at the address and for the contact identified;
- (2) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting;
- (3) if sent by airmail, at 9.00 am on the fifth business day after posting;
- (4) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;
- (5) if sent by fax, at the time of transmission; and
- (6) if sent by email, at 9am on the first business day after transmission.

17.3 Notices shall be provided as follows:

If to the Licensor:

Adam Matthew Digital Ltd
Pelham House,
London Road,
Marlborough
Wiltshire,
SN8 2AG,
United Kingdom

If to the Texas A&M:

Texas A&M University
Electronic Resources
5000 TAMU
College Station, TX 77843

With a copy to:

Texas A&M University
Contract Administration
1182 TAMU
College Station, Texas 77843-1182

If to another A&M Institution, the address provided on Appendix B of this Agreement.

17.4 Licensor or Licensee may from time to time change its notice address by written notice to the other.

18. General

18.1 Neither Licensor nor Licensee shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for four (4) weeks, the party not affected may terminate this Agreement by giving fourteen (14) days' written notice to the other party.

- 18.2 This Agreement constitutes the entire agreement of the Licensor and Licensee and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
- 18.3 No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of the Licensor and the Licensee.
- 18.4 If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the intention of the Licensor and Licensee.
- 18.5 Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.
- 18.6 A person who does not execute this Agreement shall not have any rights under or in connection with it.
- 18.7 Nothing in this Agreement shall be deemed to constitute a partnership between the Licensor and Licensee nor, except as expressly set out in this Agreement, constitute either the Licensor or Licensee as the agent of the other for any purpose.
- 18.8 Neither Licensor nor Licensee may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other, which consent may not be unreasonably withheld or delayed.
- 18.9 **Certification Regarding Business with Certain Countries and Organizations.** Licensor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. Licensor acknowledges this Agreement may be terminated immediately if this certification is inaccurate.
- 18.10 **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement be included in this Agreement, which is certified by the signatory of the vendor hereto: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- 18.11 **Not Eligible for Rehire.** Licensor is responsible for ensuring that its employees involved in any work being performed for Licensee under this Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02,

Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event Licensee becomes aware that Licensor has a NEFR Employee involved in any work being performed under this Agreement, Licensee will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by Licensee.

- 18.12 **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, Licensor agrees that any payments owing to Licensor under this Agreement may be applied directly toward certain debts or delinquencies that Licensor owes the state of Texas or any agency of the state of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- 18.13 **Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, *Texas Government Code*, Licensor certifies that during the Term of this Agreement it does not and will not boycott Israel. Licensor acknowledges this Agreement may be terminated immediately if this certification is inaccurate.
- 18.14 **Public Information Act.** Licensor acknowledges that Licensee is obligated to strictly comply with the Texas Public Information Act, Chapter 552, *Texas Government Code* (the “PIA”), in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Licensee’s written request, and at no cost to Licensee, Licensor will provide specified public information (as such term is defined in Section 552.002 of the PIA) exchanged or created under this Agreement that is not otherwise excepted from disclosure under the PIA to Licensee in a non-proprietary format acceptable to Licensee that is accessible by the public. Licensor acknowledges that Licensee may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1) of the PIA.
- 18.15 **HUB Subcontracting Plan.** If a subcontractor will be used to provide any commodity or service as part of the scope on a specific assignment, Licensor will be required to make a good faith effort and complete the state of Texas HSP found at <https://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/>. If there are pre-existing agreements in place with companies who will be hired as subcontractors, Licensor will show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then Licensor will be expected to make a good faith effort according to the HSP instructions. In the event that Licensor determines it will be using a subcontractor, please contact the Licensee’s HUB Coordinator for assistance in determining available HUB subcontractors and proper completion of the HSP.
- 18.16 **Non-Waiver Privileges and Immunities.** Licensee is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Licensor expressly acknowledges that Licensee is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Licensee of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law.

18.17 **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “**Marks**”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorised representatives as of the Effective Date.

FOR THE LICENSOR:

BY: DocuSigned by:


C3DAEA87ECB6426... _____ DATE: 3/17/2022 | 03:26:36 CDT
 Signature of Authorised Signatory of Publisher

Name: Beth Alcock
 Title: Head of Customer Support
 Address: Adam Matthew Digital Ltd., Pelham House,
 London Road, Marlborough, Wiltshire, SN8 2AG, UK
 Telephone No.: +44 (0) 1672 511921
 Facsimile: +44 (0) 1672 511663
 E-mail: betha@amdigital.co.uk

FOR TEXAS A&M UNIVERSITY:

BY: DocuSigned by:

6BED0370913B466... _____ DATE: 3/16/2022 | 15:13:34 CDT

NAME: <small>DocuSigned by:</small>  <small>6BED0370913B466...</small> Dean K. Endler	TITLE: university contracts officer
TEL NO: 979.845.0099	EMAIL: d-endler@tamu.edu

Very important information – PLEASE COMPLETE ALL SECTIONS

In order for Licensor to provide access to the Licensed Material by IP Address recognition, please ensure the following details are completed:

Main Library Contact Name:	Eric Hartnett
Telephone No:	979-845-0797
Facsimile:	
E-mail:	ehartnett@library.tamu.edu

IT Administrator Name:	Doug Hahn
Telephone No:	979-458-5777
Facsimile:	
E-mail:	dhahn@library.tamu.edu

Billing Address:	5000 TAMU College Station, TX 77843
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Accounts Contact Name:	Eric Hartnett
Email:	ehartnett@library.tamu.edu

Texas A&M University IP Addresses:	128.194.*.* 165.91.*.* 165.95.67.64-165.95.67.255 165.95.68.0-165.95.68.128 165.95.70.0-165.95.70.128 165.95.72.224-165.95.72.254 165.95.118.* 66.64.64.0 - 66.64.95.255 209.21.112.0 - 209.21.119.255 100.43.0.0 - 100.43.15.255 184.174.192.0 - 184.174.255.255 165.95.254.214 165.95.48.0 - 165.95.48.255
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Prairie View A&M University IP Addresses:	13.58.16.246 (proxy) 129.207.*.* 132.174.254.178
Texas A&M University – Commerce IP Addresses:	68.232.0.0 – 68.232.31.255 64.189.49.0 – 64.189.49.255
Tarleton State University IP Addresses:	173.255.32.0 - 173.255.47.255 165.95.254.240 - 165.95.254.243 165.95.60.24 - 165.95.60.95
West Texas A&M University IP Addresses:	66.171.208-223.* 173.219.125.1-126 192.195.76.0 – 192.195.76.25
Texas A&M University – Kingsville IP Addresses:	52.14.210.233 74.217.196.243 139.94.*.* 165.95.254.226
Texas A&M University – Corpus Christi IP Addresses:	64.71.80.* - 64.71.95.* 64.238.230.62 64.71.84.117
Texas A&M International University IP Addresses:	165.95.17.* 165.95.220-231.* 173.224.80-95.* 132.174.250.85

Texas A&M University – Texarkana IP Addresses:	199.79.56.0 - 199.79.59.255
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Texas A&M University – Central Texas IP Addresses:	98.159.48-63.* 132.175.255.236
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Texas A&M University – San Antonio IP Addresses	96.56.160-175.* 132.174.255.5
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Is a Purchase Order number required for the purchase of the resource(s)? No

If yes please give PO number here: _____

Do you need us to complete a Supplier/Vendor Application? No

If yes, please provide the application form

Are you tax-exempt? Yes

If yes, please provide a copy of your tax-exempt certificate or letter

Appendix A

See <https://www.amdigital.co.uk/amexplorer-titles> for the current collection list

Appendix B – A&M Institutions

- **Texas A&M University**
- **Prairie View A&M University**
- **Texas A&M University – Commerce**
- **Tarleton State University**
- **West Texas A&M University**
- **Texas A&M University - Kingsville**
- **Texas A&M International University**
- **Texas A&M University - Texarkana**
- **Texas A&M University – San Antonio**

By executing this Appendix B to the Agreement, the below-referenced A&M Institution agrees to comply with the terms and conditions applicable to the “Licensee” in the Agreement.

Prairie View A&M University

Signature

Printed Name

Title

Date

For purposes of notice, Licensee’s contact information is as follows:

By executing this Appendix B to the Agreement, the below-referenced A&M Institution agrees to comply with the terms and conditions applicable to the “Licensee” in the Agreement.

Texas A&M University – Commerce

Signature

Printed Name

Title

Date

For purposes of notice, Licensee’s contact information is as follows:

By executing this Appendix B to the Agreement, the below-referenced A&M Institution agrees to comply with the terms and conditions applicable to the “Licensee” in the Agreement.

Tarleton State University

Signature

Printed Name

Title

Date

For purposes of notice, Licensee’s contact information is as follows:

By executing this Appendix B to the Agreement, the below-referenced A&M Institution agrees to comply with the terms and conditions applicable to the “Licensee” in the Agreement.

West Texas A&M University

Signature

Printed Name

Title

Date

For purposes of notice, Licensee’s contact information is as follows:

By executing this Appendix B to the Agreement, the below-referenced A&M Institution agrees to comply with the terms and conditions applicable to the “Licensee” in the Agreement.

Texas A&M University – Kingsville

Signature

Printed Name

Title

Date

For purposes of notice, Licensee’s contact information is as follows:

By executing this Appendix B to the Agreement, the below-referenced A&M Institution agrees to comply with the terms and conditions applicable to the “Licensee” in the Agreement.

Texas A&M International University

Signature

Printed Name

Title

Date

For purposes of notice, Licensee’s contact information is as follows:

By executing this Appendix B to the Agreement, the below-referenced A&M Institution agrees to comply with the terms and conditions applicable to the “Licensee” in the Agreement.

Texas A&M University – Texarkana

Signature

Printed Name

Title

Date

For purposes of notice, Licensee’s contact information is as follows:

By executing this Appendix B to the Agreement, the below-referenced A&M Institution agrees to comply with the terms and conditions applicable to the “Licensee” in the Agreement.

Texas A&M University – San Antonio

Deborah Campos-Leon

Deborah Campos-Leon (Mar 30, 2022 08:38 CDT)

Signature

Deborah Campos-Leon

Printed Name

Contract Administrator

Title

Mar 30, 2022

Date

For purposes of notice, Licensee's contact information is as follows:

Texas A&M-University-San Antonio

Deborah.Campos@tamusa.edu

210-784-2030

Appendix C – Quote

AM Explorer subscription 2022
\$240,000

Certificate Of Completion

Envelope Id: C741B7848BA64A34ACB86C844FCAACAF	Status: Completed
Subject: Signature request on Contract Software License - Adam Matthew C2022-6246	
Source Envelope:	
Document Pages: 23	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Contract Administration
Time Zone: (UTC-06:00) Central Time (US & Canada)	P.O. Box 1675
	Galveston, TX 77553
	contractadmin@tamu.edu
	IP Address: 199.188.157.82

Record Tracking

Status: Original	Holder: Contract Administration	Location: DocuSign
3/16/2022 10:05:25 AM	contractadmin@tamu.edu	

Signer Events

Dean K. Endler
d-endler@tamu.edu
University Contracts Officer
The Texas A&M University System
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Dean K. Endler
6BED0370913B466...
Signature Adoption: Pre-selected Style
Using IP Address: 69.5.197.68
Signed using mobile

Timestamp

Sent: 3/16/2022 10:07:06 AM
Viewed: 3/16/2022 3:10:53 PM
Signed: 3/16/2022 3:13:34 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Beth Alcock
betha@amdigital.co.uk
Head of Customer Support
Security Level: Email, Account Authentication (None)

DocuSigned by:
Beth Alcock
C3DAEA87ECB6426...
Signature Adoption: Pre-selected Style
Using IP Address: 90.243.139.36

Sent: 3/16/2022 3:13:35 PM
Viewed: 3/17/2022 3:26:16 AM
Signed: 3/17/2022 3:26:36 AM

Electronic Record and Signature Disclosure:
Accepted: 3/17/2022 3:26:16 AM
ID: 4b293626-cf62-41d7-bfd7-cc390ef1bd4f

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Brittany Riggs
brittany@amdigital.co.uk
Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/17/2022 3:26:37 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Eric Hartnett ehartnett@library.tamu.edu Director of Electronic Resources Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/17/2022 3:26:37 AM
Electronic Record and Signature Disclosure: Accepted: 11/5/2021 11:46:10 AM ID: 76ae94b1-1212-4e35-9321-3d67271b39ce		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/16/2022 10:07:06 AM
Certified Delivered	Security Checked	3/17/2022 3:26:16 AM
Signing Complete	Security Checked	3/17/2022 3:26:36 AM
Completed	Security Checked	3/17/2022 3:26:38 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To advise The Texas A&M University System of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at identity@tamu.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to identity@tamu.edu and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify The Texas A&M University System as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by The Texas A&M University System during the course of my relationship with you.