



2022 MORNINGSTAR RENEWAL FORM
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- (a) Fees. In consideration for the limited license granted under this Licensing Agreement, Licensee will pay to Morningstar the fees, taxes (as applicable), and other amounts set forth on the order form. Morningstar may modify these charges at the end of the Initial Term or that of any Renewal Term upon at least 60 days' prior written notice to Licensee. If Licensee has not paid any amount due hereunder within 30 days' time after the due date, Morningstar may, in its discretion, assess a late charge not to exceed an amount equivalent to 1.5% per month on all such past due monies.

(b) Taxes. Licensee is solely responsible for, and will pay to Morningstar, any and all federal, state and local taxes (excluding corporate franchise taxes and taxes based upon Morningstar's net income or revenues) arising or accruing as a result of this Licensing Agreement, unless Licensee submits certification of tax-exempt status for all applicable taxes.

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6. Term, Renewal and Termination

(a) Term. Unless earlier terminated as provided herein, this Licensing Agreement will commence on the Effective Date and continue until July 31, 2023 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents.

(b) Renewal. Upon satisfactory performance by the Contractor, the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from August 1, 2023, until July 31, 2027 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term". In the event of a renewal of this Agreement, any fees will be increased no more than five percent (5%) over those of the previous term.

(c) Termination. Morningstar may terminate this Licensing Agreement: (1) immediately, if Licensee commits a material breach of any provision of this Licensing Agreement related to the ownership, use, copying, distribution of any Morningstar intellectual property or if one or more Patrons misuse their remote access card information as provided in Section 2(d); (2) upon 10 days notice if Licensee fails to make any payment require hereunder; (3) upon 30 days' notice if Licensee commits a material breach of any other term or condition of the Licensing Agreement and fails to cure it within such time; or (4) upon 90 days' notice if Morningstar discontinues generally offering the Content to the public. Licensee may terminate this Licensing Agreement immediately if Morningstar fails to cure a material breach within 30 days after Licensee provides written notice of that breach. In the event this Licensing Agreement is terminated or expires by its terms, Licensee shall promptly pay all fees, taxes and other charges then outstanding hereunder. If Morningstar discontinues offering the Content licensed under Section 2(a) to the public, Morningstar, at its discretion, may return any unused portion of prepaid fees or apply such unused portion to other appropriate Morningstar products or services.

7. Trademarks

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8. Miscellaneous

(a) Survival. The parties' rights and obligations under paragraphs 2, 3 5, 6, 7 and 8 survive the expiration or termination of this Licensing Agreement.

(b) Assignment/Entire Agreement/Waiver. Licensee may not assign any of its rights or obligations under this Agreement without the prior written consent of Morningstar. This Agreement sets forth the entire agreement between the parties on the subject matter of the Agreement and supersedes all previous agreements and understandings about that subject matter. Except as set forth herein, this Agreement may be amended, modified, superseded, or canceled and any of the terms thereof may be waived only by a written document signed by both parties to this Agreement or, in the case of waiver, by the party waiving any right under this Agreement.

(c) Remedies. Licensee expressly acknowledges and agrees that, in the event of any threatened or actual breach by it of paragraphs 2(b), 3 or 7 hereof, Morningstar may suffer irreparable harm or injury and the remedies available at law may be inadequate to redress such harm or injury. Accordingly, Morningstar will, in addition to any and all other remedies available to it, be entitled to seek temporary or permanent injunctive relief to prevent or discontinue such breach or threatened breach. The rights and remedies provided by this Agreement will be cumulative and not exclusive.

(d) Force Majeure. Morningstar shall not be responsible or liable to Licensee or any Patron for any loss or damage arising out of any delay in, or interruption of, the performance of Morningstar's obligations pursuant to this Licensing Agreement as a result of a force majeure event.

(e) Authority/Counterparts. Each of the parties hereto represents and warrants to the other that (i) it has full power and authority to enter into this Agreement and perform its obligations here under, and (ii) all necessary action has been duly taken to authorize the

individual signing below to sign this Agreement. This Agreement may be signed in two or more counterparts, each of which will be deemed an original with the same effect as if all signature were on the same document.

(f) Publicity. Morningstar may also list Licensee's name on its client lists or in its marketing materials.

9. COUNTY TERMS

- (a) **NON-APPROPRIATION:** All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.
- (b) **INTELLECTUAL PROPERTY INDEMNIFICATION:** Subject to the terms of this Agreement, Licensor shall indemnify and hold Licensee harmless from all losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, court costs and all other litigation costs that arise from any claim by any third party of an actual or alleged infringement of copyright, patent right, trade secret, trade name, trademark, service mark, or any other right in intellectual property arising out of the use of or access to the Licensed Materials by the Licensee, or any of its officers, employees or agents, or by any Authorized User in the manner and for the purpose expressly authorized hereunder. This indemnity is expressly conditioned on Licensee: (i) providing Licensor with prompt written notice and a reasonably complete description of any such claim; (ii) reasonably cooperating with Licensor (at Licensor's expense) in the defense of such claim; and (iii) not agreeing to any settlement without receiving Licensor's express written consent, which consent will not be unreasonably conditioned or delayed. This indemnity shall survive the termination of this Agreement. In the event that Licensor reasonably determines that any portion of the Licensed Materials may be infringing of any third party's rights, Licensor may, at its sole discretion: (i) seeks to obtain a license for the use of those materials; (ii) substitute the materials in question for those that are non-infringing; or (iii) remove the materials from the Licensed Materials and provide Licensee with a pro rate refund of prepaid fees associated with the diminution in value associated with the removal. This Section 9 (b) sets for the Licensor's sole obligation, and Licensee's sole remedy, with respect to any claim of infringement hereunder.
- (c) **COUNTY PURCHASE ORDER REQUIREMENT:** County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

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