



Proposal

OCLC Symbol
HDL
Customer ID
47920

Currency
USD
Expires
11/19/2024

Quote # 1000097904
9/20/2024

Hidalgo County Library System
801 E 12th St
Mission TX 78572
United States

| Item Code | Item | Amount |
|--------------|--|-------------|
| 3000396 | CloudLibrary ebook and audiobook content Service dates: 10/01/2024 - 9/30/2025 | \$50,046.08 |
| Total | | \$50,046.08 |

| | | |
|------------------|---------------------|-------------|
| | | |
| Signature | Printed Name | Date |

For questions, please contact OCLC representative: Christine Johanson at johansoc@oclc.org.



Invoice 1000398391

Invoice Date: 8/25/2024
Total Amount Due
\$7,500.00

Due Date: 10/09/2024

6565 Kilgour Pl
Dublin OH 43017-3315
United States
P: +1-833-491-1304 • Int: +1-614-764-6011
Federal Tax ID: 31-0734115
DUNS: 06-358-7745
UEI: F2CMCKN6DAD7

OCLC Symbol
HDL

Terms:
Net 45

Customer Account ID
47920

Bill To

Hidalgo County Library System
Yenni Espinoza
801 E 12th St
Mission TX 78572
United States

Ship To

Hidalgo County Library System
801 E 12th St
Mission TX 78572
United States
OCLC (ship to) symbol: HDL

| Item Code | Item | Amount |
|-----------|--|------------|
| 3000338 | biblio+ access fee (Movie & TV) Service dates: 8/25/2024 - 8/24/2025 | \$7,500.00 |

| | |
|----------------------|------------|
| Subtotal USD | \$7,500.00 |
| Tax Total USD | \$0.00 |
| Total USD | \$7,500.00 |

Remit Address:
OCLC Inc
PO Box 5405
Denver, CO 80217-5405

For Electronic Payment:
Account Name: OCLC Inc
Bank Name and Address: KeyBank National Association
127 Public Sq. Cleveland OH 44114
FOR ACH (US Only):
Routing No: 021052053
Account No: 61654527
Type: Checking

We also accept payment by major credit card. For a credit card payment, we may impose a surcharge of up to 3.50%. The actual surcharge will not be greater than our cost of acceptance.

For questions regarding your invoice or payment please contact: acctsrec@oclc.org

This transaction is subject to the relevant OCLC Framework Agreement ("FA") and the Schedules related to each product listed on this notice, found at: <http://oclc.org/service-agreements>, unless a signed agreement governing the transaction has been entered into by the parties. OCLC's acceptance of Customer's order is expressly conditional on Customer's assent to such terms and conditions, which Customer will manifest through its acceptance of OCLC Products and/or Services.



Sent via e-mail: sml_director@missiontexas.us

Date: September 12, 2024

Yenni Espinoza, Director of Speer Memorial Library & Hidalgo LS Coor
Hidalgo County Library System
801 E 12th St
Mission TX 78572

RE: Sole Source Request

Dear Yenni Espinoza:

This sole source letter confirms that OCLC, Inc., ("OCLC") provides certain products that are unique to the library market and that may be acquired only through OCLC; namely the cloudLibrary™ app. OCLC is the developer and sole provider of the cloudLibrary™ content platform, which offers the Hidalgo County Library System patrons access to **cloudLibrary eBooks and eAudiobooks, Comics Plus, and cloudLibrary NewsStand**, to check out and put on hold digital content. OCLC is the only source from which the Hidalgo County Library System may obtain the cloudLibrary™ app.

OCLC looks forward to being of continued service to the Hidalgo County Library System.

Please let me know if you need any additional information.

Sincerely,

OCLC, INC.

By: 

Julie Presas
Chief Legal Officer and General Counsel, OCLC,
Inc.

Approved
by Legal
PB



May 10, 2024

RE: Notice of OCLC's Acquisition of cloudLibrary and Transfer of Services

Dear cloudLibrary customer:

As you may be aware, effective April 2, 2024, OCLC, Inc., ("OCLC") acquired substantially all the assets and assumed certain liabilities related to Bibliotheca LLC's digital library content and solutions business, including cloudLibrary. As part of this transaction, all customer contracts related to cloudLibrary were assigned to OCLC. This letter serves as formal notice of the transfer of services to OCLC.

As a result, all contractual obligations, service level agreements, and terms and conditions remain unchanged. OCLC assumes all rights, benefits, and obligations associated with your contract, including the provision of services, payment terms, and any ongoing commitments.

Please update your records accordingly and direct any future communications or inquiries regarding your services to OCLC. Our team is available to address any questions or concerns you may have during this transition.

OCLC looks forward to working with you. If you have any questions or require any additional information regarding this letter, please contact legal@oclc.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julie Presas".

Julie Presas
Vice President & General Counsel,
OCLC, Inc.



OCLC cloudLibrary Services Terms & Conditions

Section 1 Scope & Construction

These OCLC Cloud Library ("cloudLibrary") Services Terms & Conditions ("Terms") apply to every order ("Order") of Services (defined below) from OCLC, Inc., ("OCLC"). OCLC's acceptance of each Order is expressly conditioned on the Customer's acceptance of all the Terms. If any OCLC proposal is construed as an offer, that offer is expressly limited by these Terms. Any notice of different or additional terms, including, without limitation, any terms on a Customer's purchase order, or any Customer's notice of rejection of the Terms is hereby rejected. If any OCLC action regarding a proposal from Customer, including OCLC's shipment of products, is construed as an acceptance of Customer's offer, such acceptance is expressly conditioned on Customer's acceptance of these Terms. **Customer's submission of an Order constitutes Customer's express acceptance of the Terms.**

Section 2 Definitions

The definitions below will have the same meaning throughout this Agreement.

- 2.1 "Digital Content" consists of digital files and titles to which Customer has purchased access and are accessible through the System to Customer hereunder for lending to Patrons.
- 2.2 "Customer Systems Quotation" means the OCLC Cloud Customer sales quote from which an Order by Customer is derived, which includes the annual platform fee, hardware fees and minimum order requirements for Customer.
- 2.3 "Fees" means the amounts payable by a Customer to OCLC for Services, Product and/or Digital Content access fees.
- 2.4 "License" means the license granted from OCLC to Customer to use the Software in accordance with the terms of this Agreement.
- 2.5 "Patron(s)" mean those persons that the Customer authorizes to access, use, and connect to the System via the internet, and download products from or otherwise use the Services (defined herein below) and/or access Digital Content from Customer using the Services.
- 2.6 "Primary Support" means service provided by the Customer to its Patrons for its day-to-day support, technical aid, help and other assistance for Patron's use of the System, Services or for any issues arising from the use of the System.
- 2.7 "Product" means all Software, hardware and related supplies as identified on the applicable purchase order.
- 2.8 "Secondary Support" means technical support services to be provided by OCLC to the Customer including reasonable efforts to assist the Customer in providing Primary Support, reasonable efforts to correct, fix, or circumvent errors, provide updates, enhancements, and new versions of the Services.
- 2.9 "Services" means digital technology services provided by OCLC to Libraries used to distribute, lend, manage and/or protect the copyright content of eBook, audio book and other digital media, or other services relative to the Customer's media collection or facilities.
- 2.10 "Software" means any and all software, and related documentation, provided to or accessed by the Customer in utilizing the Services.
- 2.11 "System" means the vehicle used to access, distribute, lend, and manage Digital Content.

Section 3 Term and Termination

- 3.1 These Terms will apply immediately upon acceptance by OCLC of an Order submitted by Customer and continue thereafter so long as Customer promptly pays invoices, as required hereunder, for Services and for Digital Content or Product ("Order Term").
- 3.2 Upon termination of the Order Term, and except as otherwise provided herein, the License granted to Customer as to Software under these Terms will be terminated immediately. Customer shall make no further use of all or any part of the System, Software, Services, or any confidential information received from OCLC, except that OCLC will reasonably cooperate with Customer to support its Patrons who are lending Digital Content from Customer.
- 3.3 In the event of termination, OCLC will cooperate with Customer to transfer any and all Digital Content to another service provider to permit Customer to continue to provide access for its Patrons to the Digital Content Customer shall obtain permissions and consent from the owners of the Digital Content authorizing OCLC to transfer the Digital Content subject to the requirements of the licensors of such Digital Content.

Section 4 Payment Terms

- 4.1 During the first year of the Order Term, OCLC will invoice Customer for Fees following activation of the System. Thereafter, OCLC will invoice Customer yearly.
- 4.2 During the initial Order Term, Customer shall make a minimum Digital Content purchase ("Minimum Purchase") as stated on the Order. Customer acknowledges that it is getting preferential pricing based on this Minimum Purchase. If Customer fails to meet its Minimum Purchase obligations, then OCLC may, in addition to any available remedies, invoice Customer for the remaining amount of the Minimum Purchase.

- 4.3 Customer shall promptly pay OCLC the fees according to the payment term set forth in the invoice, Order, or renewal. In the event Customer fails to make prompt payment of the Fees, the Order Term will be deemed terminated and subject to termination clauses above.
- 4.4 Fees are exclusive of any taxes, duties, or tariffs now or hereafter imposed on the production, storage, sale, transportation, import, export, licensing, or use of the Services or for operation or sales activity of the System and shall be paid in the currency and to the address stated on the invoice. Customer shall pay any applicable tax to OCLC or to such other entity as is appropriate. Customers exempt from taxation shall supply a valid exemption certificate upon request.

Section 5 OCLC Services

- 5.1 OCLC will provide Services to the Customer pursuant to these Terms. Nothing hereunder grants any right to the Customer to the use of, or access to, any Software or System source code. Further, these Terms do not include any right to reproduce the System, Software or Products, to make or distribute copies or versions of any modules of the System, Software or Products to any third parties including its Patrons, or to make and/or sell variations or derivative works of the System, Software or Products. For the avoidance of doubt, "Products" do not include Digital Content and nothing herein shall prevent Customer from distributing Digital Content to its Patrons as contemplated by the terms of this Agreement. Sole ownership of copyrights and other intellectual and proprietary rights to the System, Software or Products will remain solely with OCLC or its publishers or suppliers.
- 5.2 Customer acknowledges that some errors or defects may exist or arise in the System. OCLC's sole obligation with regard to such errors or defects will be to use commercially reasonable efforts to correct such errors and defects and provide Secondary Support provided at such times and by such methods as are mutually agreed upon by the Parties.
- 5.3 Customer acknowledges that all Services and Digital Content provided hereunder are subject to individual publisher limitations and restrictions.

Section 6 License to Software

OCLC hereby grants to Customer a limited, non-transferable, non-exclusive License to use the Software, solely for the purpose of utilizing the Services. Notwithstanding the foregoing, the License granted in this Section 6 is limited as follows: Customer may not, without OCLC's prior written consent (i) sublicense, lease, lend or transfer the Software to any third party; (ii) use, or permit the use of, the Software for the benefit of, or by, any third party, such as use of the Software as a service bureau; (iii) make copies of the Software except in the normal course of use or for archival purposes; or (iv) disassemble, reverse engineer or create derivative works of the Software except as permitted by law. Customer agrees to reproduce all copyright and proprietary rights notices included in the Software on copies that it is authorized to make.

Section 7 OCLC's Option to Modify or Discontinue Services

OCLC has the right, at any time, to make such modifications to the System as it sees fit to the operation, performance or functionality of the System or as required by OCLC's publishers and suppliers. If such a modification of the System leads to discontinuation of the Services, or support, maintenance or the provision of new versions, updates or corrections materially impairs the value or use of the System to the Customer, Customer will receive a pro-rata refund of the Services portion of the Fees previously paid for which Services were not delivered.

Section 8 Responsibilities of the Customer

- 8.1 Customer shall assign personnel with appropriate skills and expertise in computer, data processing and related services to enable operation of the System and to provide Primary Support. Customer shall take reasonable steps to ensure that its employees, agents, and others under its direction abide by the Terms.
- 8.2 Customer assumes responsibility for providing a suitable network and internet system for integration of System into Customer's website or other systems at its own expense. Customer agrees that it will be responsible for its own expenses and costs and that OCLC will have no obligations to reimburse Customer for any expenses or costs incurred by Customer in the preparation, systems integration, use of the System, or for any performance of Customer's duties necessary to make use of the System or Services.
- 8.3 Except for the System configured and hosted by OCLC, Customer is solely responsible for all aspects of catalog integration, operation, training, support and/or maintenance necessary for the operation of the System. This may include obtaining, at its own expense, a SIP, SIP2 or other similar protocol software license from a third party to support direct integration of the Service with the Customer's integrated Customer system. Customer agrees to perform Primary Support for Patrons using its System. Customer shall perform requested installation, upgrade, and reasonable technical services for Primary Support of the System and Products pursuant to installation and support procedures and policies as developed by OCLC and as modified from time-to-time. OCLC will provide Customer with documentation regarding Primary Support and OCLC support personnel will be available for Secondary Support by e-mail and phone.

- 8.4 Customer shall not make any representations or create any warranties, express or implied, concerning the Services, System or Software. Any such representations or warranties shall not be binding upon OCLC.
- 8.5 Customer shall use reasonable efforts to operate its own website in compliance with the Terms and will at its own expense comply with all applicable laws, ordinances, rules, and regulations that may be required in any jurisdiction or administrative agency in connection with the use and/or operation of the Services, System and Software.

Section 9 Intellectual Property

OCLC or its licensors own and retain all intellectual property rights in the Services, System, Software and Product and all associated copyrights, trademarks, brands, service marks, patents, or other proprietary rights under law, including all intellectual property conceived during and in the course of performing the Services.

Section 10 Copyright Protection, Patron Authentication, Data Security and Data Aggregation

- 10.1 For so long as Customer is using the Software and receiving the Services, Customer shall reasonably cooperate with OCLC to achieve OCLC's and its publishers' and suppliers' objectives of protecting certain intellectual property interests relating to OCLC supplied Digital Content and Products. Customer shall keep appropriate documentation and System information and provide OCLC access to the System to validate total number of downloads of Digital Content. Customer shall provide OCLC access to a test Patron account for purposes of validating the system's performance relating to the Services. Customer shall reasonably cooperate with OCLC to correct or adjust the System as may be required to compensate for any errors or omissions disclosed by such test. Any such test will be conducted by OCLC at its own expense and during regular business hours and in such a manner as not to interfere with Customer's normal activities.
- 10.2 OCLC may use data stored in the System for other commercial purposes, including but not limited to a) ISBN; b) name of Digital Content; c) Customer with postal address; d) quantity of Digital Content purchased by the Customer; and e) and other Digital Content circulation data ("Aggregated Data"). OCLC will not disclose personally identifiable Patron information to third parties.

Section 11 Indemnification

Subject to any limitations set forth in these Terms, OCLC shall indemnify Customer from and against all damages, judgments, liabilities, costs and expenses (including reasonable attorneys' fees) actually incurred by Customer arising from any third-party claim of OCLC's infringement of any third-party patent, trademark or copyright rights provided Customer immediately notifies OCLC of any such third-party claim. In the event of any claim of infringement OCLC may, at its option and expense, procure for Customer the right to continue using the allegedly infringing product or process, replace it with a non-infringing product or process, or modify it so it becomes non-infringing. If in OCLC's discretion, it is not feasible to procure the right to continue use, replace or modify the product or process, OCLC may refund all monies paid on a pro-rata basis. OCLC shall have the right to control the defense of the infringement claim. OCLC will have no defense or indemnity obligation for any claim or suit based on: (i) a product or process that has been modified other than by OCLC; (ii) a product or process that has been modified by OCLC in accordance with Customer provided specifications or instructions, but only to the extent that the modification directed by Customer is the cause of the infringement claim; (iii) use or combination of a product or process with third-party products; (iv) the use of the product or process, or any part thereof, in a practice other than the use described in OCLC's current product literature for the product or process.

Section 12 Limitation of Liability

OCLC WILL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS, INACCURACY, OR DESTRUCTION OF INFORMATION OR DATA COLLECTED, STORED, DISTRIBUTED, OR MADE AVAILABLE VIA THE PRODUCTS AND SERVICES, INSTITUTION'S USE OR INABILITY TO USE THE PRODUCTS AND SERVICES, ANY CHANGES TO OR INACCESSIBILITY OF THE PRODUCTS AND SERVICES, ANY DELAY OR FAILURE OF THE SERVICES, OR FOR LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF OCLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OCLC'S LIABILITY TO INSTITUTION FOR ANY REASON AND UPON ANY CAUSE OF ACTION EXCEED THE AMOUNT INSTITUTION ACTUALLY PAID OCLC FOR THE INDIVIDUAL IMPLICATED OCLC PRODUCTS OR SERVICES COVERED UNDER THIS AGREEMENT OVER THE 12 MONTHS PRIOR TO WHICH SUCH CLAIM AROSE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER CLAIMS ARISING IN CONTRACT OR TORT. FEES UNDER THIS AGREEMENT ARE BASED UPON THIS ALLOCATION OF RISK. THIS SECTION WILL

NOT APPLY TO DAMAGES THAT CANNOT BE LIMITED OR EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED)

Section 13 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND OCLC AND ITS THIRD PARTY SUPPLIERS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF THE PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. OCLC MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PRODUCTS AND SERVICES WILL ALWAYS BE ACCESSIBLE, FREE OF HARMFUL COMPONENTS, ACCURATE OR ERROR-FREE. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED).

Section 15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and the United States of America, without regard to principles of conflicts of laws, with exclusive venue in Franklin County, Ohio. Any lawsuit or dispute arising under this Agreement shall be brought in state or federal court in Franklin County, Ohio and the parties to this Agreement hereby consent to the jurisdiction of the state and federal courts located in Franklin County, Ohio.

Section 16 Confidentiality

The terms and conditions of this Agreement, as well as performance hereunder, shall be kept in confidence, and each party agrees to protect the other party's confidential information from disclosure to others, and to use the same degree of care used to protect its own confidential or proprietary information, but in any case, no less than a reasonable degree of care. Information shall not be considered confidential information to the extent that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any confidential information of the other; or (v) is required to be disclosed by applicable law (e.g., public records acts) provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement.

Section 17 Changes

Upon prior notice to Customer, OCLC reserves the right to amend, modify, or supplement these Terms as to future orders or shipments. No action by Customer may amend, modify, reject, supplement, or waive these Terms in any manner whatsoever (including course of dealing or of performance or usage of trade) except as agreed upon in a writing signed by an authorized representative of OCLC.

Section 18 Waiver

A failure or delay in enforcing an obligation of any provision under this Agreement shall not prevent enforcement of such provision at a later date. A waiver of a breach of one obligation shall not affect a waiver of any other obligation and shall not prevent a party from subsequently requiring compliance with that obligation.

Section 19 Force Majeure

Neither party shall be liable for a failure or delay of performance where such failure or delay is the result of any force majeure event, including an act of God or public enemy, pandemic, fire, explosion, accident, strike, governmental action, delay or failure of suppliers, failure of telecommunications networks, or any event similar to the foregoing (each a "Force Majeure Event"). Each party shall use reasonable efforts to mitigate the effect of a Force Majeure Event. In the event a Force Majeure Event extends for a period in excess of thirty (30) days in the aggregate and prevents a party from performing its obligations under this Agreement, the other party may, in its discretion, terminate this Agreement immediately upon written notice to the party affected by the Force Majeure Event. Under no circumstance will a Force Majeure Event relieve a party from its obligation to pay amounts for goods or services provided, in accordance with stated payment terms.

Section 20 Severability

If any provision(s) of this Agreement should be found by any court of competent jurisdiction to be invalid, void, voidable, or unenforceable, such provision(s) shall not affect or impair the remaining provision(s) which shall continue in full force and effect.

In substitution for any provision(s) held unlawful, there shall be substituted provision(s) of similar import reflecting the original intent of the parties hereto to the extent permissible under law.

Section 21 Assignment

Customer may not assign any rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of OCLC.

Section 22 Audit

Customer agrees that OCLC shall have the right, from time to time, to conduct an investigation and/or an audit to verify Customer's compliance with the provisions of this Agreement. Customer agrees to cooperate fully with such investigation, the scope, method, nature, and duration of which shall be at the sole, reasonable discretion of OCLC.

Section 23 Survival

Those rights and obligations of the parties which, by their nature, should survive termination or expiration of this Agreement shall remain in full force and effect after termination or expiration.

Section 24 Entire Agreement

This Agreement and any attachments, schedules, addenda, and/or exhibits constitute the entire agreement between the parties and supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may not be amended or supplemented except in a writing duly executed by both parties. The UN Convention on the International Sale of Goods shall not apply.

Customer's submission of an Order constitutes Customer's express acceptance of these Terms.

Dear cloudLibrary Customer,

As you may be aware, effective April 1, 2024, OCLC, Inc. ("OCLC") acquired substantially all the assets and assumed certain liabilities related to Bibliotheca LLC's digital library content and subscriptions business, including cloudLibrary. As part of this transaction, all customer contracts related to cloudLibrary content, platform fees and subscriptions were assigned to OCLC. This letter serves as formal notice of the transfer of services to OCLC.

As a result, all contractual obligations, platform and subscription renewal agreements, and terms and conditions remain unchanged. OCLC assumes all rights, benefits, and obligations associated with your contract, including the provision of services, payment terms, and any ongoing commitments related to your cloudLibrary services. Please update your records accordingly and direct any future communications or inquiries regarding your cloudLibrary services to OCLC. Both the Bibliotheca team and our counterparts at OCLC are available to address any questions or concerns you may have during this transition.

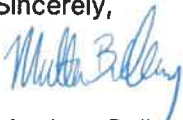
Any cloudLibrary purchases prior to April 1, 2024, should be paid to Bibliotheca.

We recognize that many cloudLibrary customers continue to use other products and services provided by Bibliotheca LLC. Those products include Bibliotheca's whole portfolio of products such as RFID Solutions, EM Solutions, Open+, remoteLockers, flexAMH solutions, cloudCheck and cloudLibrary Checkout hardware and software.

Any questions related to these products and services will continue to be handled by your contacts and representatives at Bibliotheca LLC.

Thank you for your continued support and understanding during this transition.

Sincerely,

A handwritten signature in blue ink that reads "Matthew Bellamy".

Matthew Bellamy
President
m.bellamy@bibliotheca.com