

# MASTER AGREEMENT BETWEEN SAN LEANDRO PUBLIC LIBRARY AND SIRSIDYNIX

## 1. PURPOSE AND SCOPE

**1.1 Parties.** This Master Agreement (the "Master Agreement") is entered into between Sirsi Corporation dba SirsiDynix ("**SirsiDynix**") and the customer identified in the signature block below ("**Customer**").

**1.2 Included Documents.** The following are Included Documents:

Quote # 52627

This Master Agreement shall fully incorporate by reference the terms and conditions found in the Included Documents. This Master Agreement shall also incorporate by reference the future purchase of any Product by Customer as a result of any Quote, invoice or purchase order.

**1.3 Product, Price and Other Terms.** The terms for the purchase of a specific Product, such as the Product description, the price and the term are set forth in the Quote.

**1.4 Effective Date.** The Effective Date of this Master Agreement shall be as defined in Exhibit A.

**1.5 Purchase of Products.** Customer desires to purchase Products from SirsiDynix as set forth in the Quote. Such purchase and future purchases of Products by Customer shall be governed by this Master Agreement. By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote for Products purchased by Customer.

**1.6 EULAs.** Customer's use of any Third Party Software licensed hereunder or incorporated in the Products shall be subject to, and Customer shall sign and comply with, any applicable EULAs. To the extent any terms and conditions of this Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements. Customer shall use the Third Party Software solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Software than it has to the SirsiDynix Software. Customer's sole remedy with respect to such Third Party Software shall be pursuant to the original licensor's warranty, if any, to SirsiDynix, to the extent permitted by the original licensor. Third Party Software is made available by SirsiDynix on an "AS IS, AS AVAILABLE" BASIS.

## 2. LICENSE, GRANT OF USE AND/OR TITLE

**2.1 Generally.** Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased, whether purchased under the Quote referenced in Section 1.2 or by a future purchase incorporated into this Master Agreement. The provisions of this Section 2 apply only to the extent relevant to the Products actually purchased by Customer.

**2.2.1 Software License.** For Software purchased by Customer, SirsiDynix hereby grants to Customer a limited, non-exclusive, non-transferable and perpetual license to (i) install, run and use the Software in the Operating Environment solely for Customer's own business operations, and (ii) use the Documentation in connection with such use of the Software. Customer may not make additional copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies.

Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform migration. **2.2.3** SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software will operate in all material respects in conformity with the Documentation so long as Customer has incorporated all Updates to the SirsiDynix Software that SirsiDynix has made available to Customer and the Software is operated in the Operating Environment. SirsiDynix warrants that it is an authorized distributor of the Third Party Software and that with the execution of this Schedule and the applicable EULA, Customer will have the right to use such Software in accordance with the terms and conditions of the applicable EULA. SirsiDynix makes no other warranty with respect to any Third Party Software.

**2.3.1 Subscription Grant of Use.** For Subscriptions purchased by Customer, SirsiDynix grants to Customer the right to access and use the Subscription solely for Customer's business purposes for the Term. **2.3.2** The Term for Subscriptions commences on the Go Live Date. Subscriptions shall automatically renew for the same length as the initial Term unless Customer gives written notice 60 days prior to the end of any previous Term of its intention to terminate the Subscription. **2.3.3** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.4** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.5** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (d) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating

Customer Initial and Date: \_\_\_\_\_

content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. **2.3.6** The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms.

**2.4.1 Services.** For Services purchased by Customer, SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing access to SirsiDynix through any security measures. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

**2.5.1 Maintenance.** For certain Products purchased by Customer, Customer may purchase the Service of Maintenance. For Maintenance purchased by Customer, SirsiDynix shall provide such Maintenance as identified in Exhibit A; provided however that with respect to Third Party Software, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. **2.5.2** The Term for Maintenance commences on the Go Live Date. Maintenance shall automatically renew for the same length as the initial Term unless Customer gives written notice 60 days prior to the end of any previous Term of its intention to terminate. **2.5.3** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.4** For Maintenance, Customer agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment.

**2.6.1 Hardware.** If Customer's purchase of Products includes Hardware, title to the Hardware shall pass to Customer on receipt of Customer at final destination. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available Maintenance associated with such Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. Such warranties begin on shipment of the third party products from the manufacturer, whether shipment is to SirsiDynix or to Customer. SirsiDynix makes no warranties of any kind with respect to the Hardware. Customer's sole remedy with respect to such Hardware shall be pursuant to the manufacturer's warranty, if any.

**2.7 License Metrics.** The foregoing license or grant of use is limited to License Metrics set forth in the Quote, which License Metrics at all times shall be the responsibility of Customer. Customer may not use the Products in excess of License Metrics specified in Quote, and Customer shall be liable for excess usage. Additional License Metrics may be purchased at the pricing in effect at the time the additional License Metrics are added, prorated for the remainder of the then-

current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage.

**2.8 Reservation of Rights.** All rights not expressly granted in the Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions are subscribed to and not sold; (ii) Customer acquires only the right to use the Software and Subscriptions. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Software, Subscriptions, Services and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Software and Subscriptions, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Software and Subscriptions consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Software and Subscriptions, as set forth in this Master Agreement.

**2.9 Restrictions.** Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may to grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials, by SirsiDynix; (v) modify, adapt, translate or otherwise make any changes to the Software or Content or any part thereof; (vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

**2.10 Customer Data.** SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. SirsiDynix shall have the right to aggregate non-personally identifiable data from the Customer Data and shall retain ownership of such aggregated data.

**2.11 License Grant by Customer.** Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Agreement.

**2.12 Enforcement.** Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Agreement.

Customer Initial and Date: dl Initial here 1

### 3. FINANCIAL TERMS

**3.1.1 Fees and Payment Terms.** The Customer shall pay the amounts set forth in the Quote. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions and Hardware are not contingent upon the performance of any Services.

**3.2 Taxes.** Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

### 4. CONFIDENTIALITY

**4.1 Non-Disclosure.** Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

**4.2 Exceptions.** Information shall not be considered Confidential Information to the extent, but only to the extent, that the disclosing 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; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by law 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. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

### 5. PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

### 6. INDEMNIFICATION

**6.1.1 By SirsiDynix.** SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software or SirsiDynix Subscriptions (excluding Content and Third Party Software) infringe a third party's USA patent, registered copyright, or registered trademark ("**Claim**"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix;

(ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or SirsiDynix Subscription or used a release other than a current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of a current unaltered release of the SirsiDynix Software, (ii) Third Party Software and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software or SirsiDynix Subscriptions with software or data not provided under the Master Agreement. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software or SirsiDynix Subscriptions in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing Product; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected Product. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

**6.2 By Customer.** To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; or (ii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

### 7. REMEDIES

**7.1** If a SirsiDynix Product does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Product and Customer will be entitled to an equitable adjustment in the fees paid for the affected Product at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

**7.2 Exclusions.** SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the Products by anyone other than SirsiDynix; (ii) the combination, operation or use of the Products with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected versions of the Products made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the SirsiDynix Product operating procedures described in the Documentation.

### 8. LIMITATION OF LIABILITY

**8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE AGREEMENT) TO CUSTOMER FOR ANY**

Customer Initial and Date: dl initial here 1

CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

**8.2** IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.3** NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

**8.4** THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.

## 9. TERM AND TERMINATION

**9.1 Term.** Subject to Section 10.11 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the termination of all obligations of either party for all Products purchased, unless otherwise terminated earlier as provided hereunder.

**9.2.1 Termination.** Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement or any EULAs, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Agreement, the non-breaching party may at its discretion terminate the Agreement in whole or part. **9.2.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Software, Documentation and Confidential Information and acknowledges that its rights to use the same are relinquished.

## 10. GENERAL PROVISIONS

**10.1 Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

**10.2 Assignment.** SirsiDynix may assign the Agreement and all of its rights and obligations herein without Customer's approval to its

parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

**10.3 Cooperation.** Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill this Master Agreement including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

**10.4 Notice of U.S. Government Restricted Rights.** If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

**10.5 Export.** Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

**10.6 Non-solicitation.** During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

**10.7 Compliance.** During the term of this Master Agreement for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer with the Master Agreement, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees), and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Software, Maintenance, Subscription and interest fees related to usage in excess of the License Metrics.

**10.8 Notices.** Any notice required or permitted to be sent under the Agreement shall be delivered by hand, by overnight courier, by email to SirsiDynix at legal@sirsidyndix.com, or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Agreement or to such other address of the parties designated in writing in accordance with this subsection.

**10.9 Relationship.** The Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act

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in a manner which expresses or implies a relationship other than that of independent contractor.

**10.10 Invalidity.** If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**10.11 Survival.** The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.8, 2.9, 2.10, 2.12, 3, 4, 6, 8, 9, and 10.

**10.12 No Waiver.** Any waiver of the provisions of the Agreement or of a party's rights or remedies under the Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

**10.13 Entire Agreement.** The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties, with the exception of unpaid invoices under prior contracts between the parties, which outstanding balances continue to be owed in addition to, and notwithstanding clause 10.13. Notwithstanding the precedence of this Master Agreement, any

existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Agreement will be binding unless in writing and signed by an authorized representative of each party.

**10.14 Third Party Beneficiaries.** All rights and benefits afforded to SirsiDynix under the Agreement shall apply equally to the owner of the Third Party Software with respect to the Third Party Software, and such third party is an intended third party beneficiary of the Agreement, with respect to the Third Party Software.

**10.15 Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of Alameda, California without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in California to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

**10.16 Application of Laws.** The parties agree that this contract is not a contract for the sale of goods; therefore, the Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

**10.17 Counterparts.** The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile, electronic and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

**10.18 Headings and Drafting.** The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of or against a party based on the originator of the document.

**10.19 Attorney's Fees.** In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

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**END OF MASTER AGREEMENT**

<p><b>San Leandro Public Library</b>  <b>300 Estudillo Ave</b>  <b>San Leandro, California 94577</b></p>	<p><b>SirsiDynix</b>  <b>SirsiDynix Technology Centre</b>  <b>3300 N. Ashton Blvd. – Ste 500</b>  <b>Lehi, UT 84043</b></p>
<p>Sign: _____</p>	<p>Sign: _____</p>
<p>Print Name: _____</p>	<p>Print Name: _____</p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Date: _____</p>	<p>Date: _____</p>

Customer Initial and Date: dl initial here 1

**Exhibit A - DEFINITIONS**

**“Circulation”** means any transaction involving any one of the following using either physical or electronic means: the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

**“Confidential Information”** means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix’s placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

**“Content”** means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

**“Customer Data”** means any electronic data, information or material provided or submitted by Customer (including the Customer’s patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer’s patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

**“Documentation”** means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

**“Effective Date”** of this agreement shall be the date of the last signature below. Notwithstanding the above, the Effective Date for any specific Product purchased shall be the date on which the Customer signs the Quote for such Product.

**“Error”** means a material failure of the Product to conform to its functional specifications described in the Documentation or elsewhere.

**“EULA”** means the end user license agreement that accompanies the Third Party Software, which governs the use of or access by Customer to the applicable Third Party Software.

**“Go Live Date”** means the date on which the Products are substantially ready for operational use for normal daily business.

**“Included Documents”** means those documents in Section 1.2.

**“Hardware”** means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

**“Intellectual Property”** means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has

rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

**“License Metrics”** means the limitation on the usage of each of the Product as designated in the applicable Quote such as Titles, Circulation, Users, students, seats, and reports.

**“Maintenance”** means the technical support and provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix’s support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under “SirsiDynix Support Policies” (Document ID 93471) at <http://support.sirsidyndix.com>.

**“Operating Environment”** means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

**“Products”** means Software, Subscriptions, Services and Hardware.

**“Protected Materials”** means Software, Services, Subscriptions or SirsiDynix’s or its licensors’ Intellectual Property or Confidential Information.

**“Quote”** means the Quote in the Included Documents and/or future Quotes or similar document executed by the Customer, which contains Customer’s order specific information, including but not limited to description of the Products ordered, License Metrics and associated fees and payment terms.

**“Services”** means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; (ii) Maintenance, and (iii) Platinum Services.

**“SirsiDynix Software”** means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

**“Software”** means the SirsiDynix Software and Third Party Software.

**“Subscriptions”** means any product sold on a subscription basis including but not limited to cloud services and web access to Content.

**“Term”** means, with respect to specific Products, the time period for which the Customer has committed to such Products as set forth in the Quote. With respect to the term of the Master Agreement, “Term” has the meaning set forth in Section 9.1.

**“Titles”** means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

**“Third Party Software”** means software including documentation and updates, owned by an entity other than SirsiDynix which are to be provided to Customer by SirsiDynix pursuant to the terms of the EULA.

**“Updates”** means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products for which SirsiDynix charges a separate fee.

**“Users”** means Customer’s employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date: \_\_\_\_\_



**Quote for:**

**San Leandro Public Library**

Horizon to Symphony SaaS

**In Process**

**Prepared by:**

Garrett Bull

Inside Sales Representative

SirsiDynix

**Quote Date:** June 14, 2012

**Quote Valid Until:** March 31, 2013

This quote is hereby fully incorporated into the Master Agreement.

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## Quote Information

### General

Discounts in this quote include a free acquisitions module, 50% off the ongoing subscription cost of Enterprise and Portfolio, as well as free Enterprise and Portfolio services (training, consulting, and installation). These discounts are dependent upon the signature of a 7-year long-term agreement with SirsiDynix.

In Process

This quote is hereby fully incorporated into the Master Agreement.

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## Purchase Details (Extended)

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Component	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
SirsiDynix SaaS subscription	48,360	48,360	49,760	51,180	52,660	54,170	55,750
Services	58,369	-	-	-	-	-	-
Platinum Services	6,019	6,019	6,195	6,373	6,558	6,748	6,947
Enterprise	4,430	4,430	4,560	4,700	4,840	4,990	5,140
Portfolio	2,250	2,250	2,320	2,390	2,460	2,530	2,610
Enriched Content	3,500	3,500	3,610	3,710	3,820	3,930	4,060
Web Reporter	1,650	1,650	1,700	1,750	1,800	1,860	1,910
Discount	( 6,849.80 )	-	-	-	-	-	-
<b>Total</b>	<b>117,728.20</b>	<b>66,209</b>	<b>68,145</b>	<b>70,103</b>	<b>72,138</b>	<b>74,228</b>	<b>76,417</b>

**Initial Term of Maintenance and SaaS Services:** Seven (7) Years

**Initial Term Annual Price Increase Cap for SirsiDynix Products/Services:** 0% in the first and second year and thereafter the greater of 3% or CPI annual price increase cap until Term renewal

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

The above Price Increase Cap covers maintenance and subscriptions to all Customer's current Products, specifically excluding third party Products. Third party Product fees may increase more than the above Price Increase Cap at the discretion of the third party, and such fees shall be increased accordingly by SirsiDynix.

Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

This quote is hereby fully incorporated into the Master Agreement

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## Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Component	Price
<b>SirsiDynix SaaS subscription</b>	
SirsiDynix Symphony SaaS	25,300
Cataloging	Included
Circulation	Included
Public Access	Included
Z39.50 server	Included
Authority control	Included
Backup circulation	Included
Inventory	Included
Reports	Included
ReferenceLIBRARIAN	Included
SaaS Acquisitions	6,330
SaaS 9xx	1,550
SaaS Serials	6,330
SaaS Test System	3,800
SmartPORT	1,520
SirsiDynix SMS Notification for Symphony SaaS - 50K Message Package	2,000
SaaS SIP2 Interface (Per Certified Vendor)	1,530
SaaS User Level - 25 Staff seats	Included
<b>Total SirsiDynix SaaS subscription</b>	<b>48,360</b>
<b>Services</b>	
Data Migration	18,230
Installation	17,770
Consulting	13,600
Training	8,769
<b>Total Services</b>	<b>58,369</b>
<b>Platinum Services</b>	
Platinum Services	6,019
<b>Training</b>	
Unlimited access to online eLearning training courses for 10 users	
Electronic training documentation customization	
Three distance training courses - Hands-On Lab or Instructor-Led	
20% discount on onsite, custom, or hands-on lab training	
<b>Best Practices and Custom Consulting</b>	

This quote is hereby fully incorporated into the Master Agreement and Schedules

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## Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Component	Price
6 custom consulting hours SureSailing quarterly 20% discount on additional consulting hours <b>Customer Service and Support</b> Phone-based support: 24 x 7 for critical Level 1 issues Phone-based support: 24 x 5 for any questions or issues Weekend and evening upgrade support Priority call handling and resolution Remote system diagnostics and support Remote mobile device diagnostics and support Client Care Portal and Knowledge Base access 5 authorized contacts that can call or open cases <b>Data Enhancement Services</b> Authority Processing 10% discount	
<b>Total Platinum Services</b>	<b>6,019</b>
<b>Enterprise</b>	
SaaS Enterprise Annual Subscription	4,430
<b>Total Enterprise</b>	<b>4,430</b>
<b>Portfolio</b>	
SirsiDynix Portfolio, SaaS Annual Subscription - Up to 5K assets/100GB Disk	2,250
<b>Total Portfolio</b>	<b>2,250</b>
<b>Enriched Content</b>	
Enriched Content Basic Package	2,190
DataStream 2.0 Content Annual Subscription	1,310
<b>Total Enriched Content</b>	<b>3,500</b>
<b>Web Reporter</b>	
Web Reporter SaaS Hosting Fee	1,650
<b>Total Web Reporter</b>	<b>1,650</b>
<b>Discount</b>	
Free Acquisitions module (5-year contract commitment)	( 6,330 )
<b>Total Discount</b>	<b>( 6,849.80 )</b>
<b>QUOTE TOTAL</b>	<b>117,728.20</b>

This quote is hereby fully incorporated into the Master Agreement and Schedules  
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## Component Descriptions

### SirsiDynix SaaS subscription

#### SirsiDynix Symphony SaaS

SirsiDynix Symphony's Core Package includes Cataloging, Circulation, and Public Access modules. Additional functions include: utilization of an Oracle database, a Z39.50 server, Authority Control, Backup Circulation, and Reports. Authority Control: Links authority-controlled bibliographic headings with corresponding authority records through an ANSI-standard thesaurus. SirsiDynix Symphony complies with Bath Profile release 1.0 and most of release 2.0 Functional Area A. We comply with Release 1.0 of Functional Area B. SirsiDynix Symphony complies with Z39.50 Level Three (client and server), provides broadcast searching as a standard, and complies with Bath Profile Level One.

#### SaaS Acquisitions

SirsiDynix Symphony Acquisitions provides efficient online tracking of materials from ordering through claiming, receiving, invoicing, and processing. Firm orders, gifts, subscriptions, approval, and standing orders are all easily accommodated and can be tracked separately or together. EDI X-12: SirsiDynix supports all transactions formats currently adopted by SISAC (Claims/Claim Response /Invoice /Dispatch Information/Functional Acknowledgment). SirsiDynix Symphony can electronically transmit and receive information in these formats using X12. EDI (Electronic Data Interchange) allows libraries to communicate with vendors to transfer ordering, invoicing, or subscription information between computers. 9xx: 9xx Book order Loader facilitates the acquisitions workflow when libraries place orders for materials through a Web-based book vendor ordering system. This module, especially for academic libraries, not only imports MARC records for new book orders, but also records the order details in SirsiDynix Symphony's Acquisitions module, all in one step. Vendors include Baker and Taylor TitleSource II, Ingram iPage, BWI TitleTales, Brodart Bibz.com, Yankee Book Peddler GOBI, Blackwell Collection Manager, and Harrassowitz OttoEditions.

#### SaaS 9xx

9XX Order Interface automatically loads bibliographic and order information from online acquisitions systems.

#### SaaS Serials

SirsiDynix Symphony Serials manages the prediction, receipt, and routing of all serial subscriptions, generating and maintaining a separate MARC holdings record for each subscription. Managing orders and renewals are fully integrated with SirsiDynix Symphony Acquisitions. As the library receives individual issues, Serials automatically predicts the next expected issue based on the serials publication pattern. Combined issues, special issues, missing issues, or other irregularities are handled easily and efficiently. Basic Serials Binding functionality is included in this package.

#### SaaS Test System

A SirsiDynix Symphony Test System can be loaded with generic policies and data so you can test policy changes before initiating changes to the production server. You can test upgrades/updates prior to applying those to the production server, and/or use the test system for on-going training of staff and new staff. Test file customization and global changes will not affect your catalog and database. Includes one production to test copy over per year. Should there be an upgrade to Production SirsiDynix will perform an additional copy over at no charge. Each copy should be requested via Customer Support and additional copies are available for purchase.

#### SmartPORT

SirsiDynix Symphony SmartPORT Unlimited User Licenses enable staff to locate a record in a Z39.50-compliant database and to import the record to your own database. An unlimited number of SmartPORT Z39.50 copy cataloging client user licenses is included for this price.

#### SirsiDynix SMS Notification for Symphony SaaS - 50K Message Package

Subscription to the SMS Notification feature requires your ILS system to be on SirsiDynix Symphony 3.4.1 Patch Cluster 1 or above. Up to 50,000 messages included per year. Additional messages used, if allowed, will be deducted from the subsequent subscription package purchased. Messages not used at annual renewal will be forfeit. You may change the subscribed package to increase or decrease the number of messages at annual renewal time.

#### SaaS SIP2 Interface (Per Certified Vendor)

SirsiDynix Certified Solutions Providers offer SIP2-certified products to our customers. We certify that their products are compliant. This interface

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## Component Descriptions

is priced per vendor.

### SaaS User Level - 25 Staff seats

#### Services

##### Data Migration:

##### Deluxe Migration Package for existing SirsiDynix customer

To implement the proposed Symphony system for the Library, SirsiDynix has included a deluxe migration package, which includes conversion and migration to Symphony of the following types of viable data: • Cataloging: bibliographic and authority records in MARC21 format; item data attached to the bibliographic records as tags; • Circulation: patron, and circulation transactions (current charges, bills, and holds) in defined ASCII format; • Acquisitions: open orders, vendors, and funds in defined ASCII format; • Serials: serial control, issue, and routing records in defined ASCII format. For current Licensor customers, the extraction of all viable data from the existing systems will be provided by Licensor for no additional charge.

##### Installation:

##### Product Delivery

##### SaaS Test System Installation

The Test System installation includes installation of Oracle (if applicable) and creating a duplicate copy of the current production system. This offering is for current or new SaaS customer only.

##### Product Delivery - Enriched Content Element Installation

##### Product Delivery - Enriched Content Code Installation

##### Core SaaS Software Installation

Software installation for SirsiDynix Symphony utilizing SaaS. Includes installation of Oracle, Cataloging, Circulation, Z39.50 and OPAC.

##### Project Management

##### Core Module Add On (Tier 2)

Tier 2 Project Management Services for the implementation of new/additional modules either during an ILS Migration or as a standalone add on order for a current customer, including: Acquisitions, Homebound, Inventory, Media Scheduling, Reserves, Serials, SIP/NCIP, Classified Accountability, Language Pack, Materials Booking, 9xx Interface, SmartPort, EDI, Reference Librarian, Languages, PocketCirc, Outreach, VIP, SchoolRooms Add'l Licenses, Web Reporter Add'l Licenses.

##### Project Management - SirsiDynix SMS Notification

Project management for SirsiDynix SMS includes a dedicated project manager to guide you through the implementation of SirsiDynix SMS. This includes, scheduling and coordination of SirsiDynix resources, holding project progress calls (if needed) and helping with a smooth transition to SirsiDynix customer support after the project is complete.

##### Test Instance

Project Management Services for Test Instance

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## Component Descriptions

### Standard ILS Migration

Project Management Service for a Standard Legacy ILS Migration from a SirsiDynix owned platform (DRA, Dynix, Horizon, Multilis, etc...) to a Unicorn/Symphony-based platform. Project Management Service includes a project management resource who will do the following during the standard, active implementation period of the project: act as the primary SirsiDynix Contact; hold weekly progress calls with the customer; coordinate SirsiDynix resources; and transition the customer to client care once the new platform has been implemented.

### Additional Module Migration (Tier 1)

Tier 1 Project Management Services to handle the migration of additional modules outside of the core during an ILS Migration: Enriched Content, EnvisionWare, OverDrive eBooks, SIP/NCIP, Classified Accountability, PocketCirc, VIP, and Debt Collect

### Additional Module Migration (Tier 3)

Tier 3 Project Management Services to handle the migration of additional modules outside of the core during an ILS Migration: Digital Library, Telephone Messaging, Library Favorites, Director's Station, and URSA

### Consulting:

#### SureStart-6

SureStart is a layer of consulting support designed to smooth the transition to a new ILS platform. SureStart is a resource for the entire staff, not just system administrators. SureStart addresses issues outside the scope of education services training

#### Core Implementation

ILS Policy Profiling is designed to provide expert guidance to library project team members with setting up and configuring a comprehensive, yet concise, policy structure. In a series of distance sessions, a SirsiDynix consultant will work with the library project team to review and complete an Excel spreadsheet containing local policy decisions. After the test data load, the SirsiDynix consultant will work with the library during a three day on-site visit to review data as well as prepare the system for strategic functions such as standalone and notice generation for go-live. Travel expenses are included. Sessions not to exceed 50 hours.

### Training:

#### Self-paced Training, SirsiDynix SMS Notification for Symphony

Learn to set up and send SMS notifications in batch or individually via SirsiDynix Symphony. This training is available in English only.

#### (Private) Cataloging - Cataloging Authority Control

Eight seats in a private distance instructor-led class for Cataloging: Authority Control. Learn how to find, create and modify authority records within SD Symphony. After completing this course, you will be able to: • Understand authority databases, indexes and thesauri • Add/modify authorities • Validate authorities • Perform other basic actions related to authority control • Load and view the Authority Records report

#### System Administration

One seat in a series of five group distance instructor-led classes for Symphony Administration covering: 1) Essentials for Administrators, 2) Administration Reports, 3) Logins and WorkFlows Configuration 4) Cataloguing Configuration, and 5) Circulation Configuration.

#### OPAC

One seat in three distance hands-on lab classes covering : 1)Working with Images, Labels, and Messages, 2)Working with Environment Variables, and 3)Configuring Gateway Elements

#### (Private) Acquisitions

Eight seats in a private distance instructor-led class for Acquisitions. Learn how to utilize the primary functions within the Acquisitions Toolbar, including creating funds, vendors, orders, receiving and processing orders, invoicing, and using acquisitions reports.

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## Component Descriptions

### Acquisitions - MARC Order Loader/9XX

One seat in a group distance instructor-led course for Acquisitions: 9XX / MARC Order Loading. Learn to load orders placed directly with vendors into WorkFlows. After completing this course, you will be able to: • Identify and understand the steps needed to prepare for/MARC Order Loading/ 9XX. • Use the MARC Order Import Utility wizard. • Run the Load Bibs with Order Info report. • Run the Load Flat Order Records report.

### (Private) Serials

Eight seats in a private distance instructor-led class for Serials. Learn how to utilize all of the features within the Serials toolbar, including creating serial control records with predictions, checking serials in, claiming, as well as configuring the settings for Serials and running necessary reports.

### Cataloging - Intermediate Cataloging

Eight seats in a private distance hands-on lab course for Intermediate Cataloging. Learn cataloging functions including editing existing catalog data, reviewing files that may not have loaded proper during batch loads, binding, merging/transferring items and creating templates for spine and pocket labels. By the end of the class, the participant will be able to: • Identify and utilize the wizards on the Cataloging toolbar. • Import bibliographic records into the SirsiDynix Symphony catalog via reports. • Create templates for spine and pocket labels • Transfer titles • Bind titles

### Circulation - Intermediate Circulation

Eight seats in a private distance hands-on lab course for Intermediate Circulation. Learn circulation functions such as placing and maintaining holds and recalls, marking items missing, lost or claims returned, adding brief title and item records, and managing transit items. After completing this course, you will be able to: • Modify and remove holds. • Display holds information on item and user records. • Change an item ID. • Mark items Missing, Lost, and Claimed Returned • Mark an item used. • Check out ephemeral items.

### Circulation - Reports Basics

Eight seats in a private distance hands-on lab course for Report Basics. The Report Basics class teaches participants the basics of setting up and scheduling reports. The course specifically focuses on using select criteria to restrict result sets, scheduling reports and shows examples of count, list, notice, and statistics reports. By the end of the class, the participant will be able to: -Customize a report by using selection criteria to restrict the result set to desired data -Set session defaults -Save reports as templates for future use -Schedule reports to run at specified frequency and intervals -Use search strings -Modify/copy/remove/suspend scheduled reports -Become familiar with the variety of count, list, notice and statistics reports available.

## Platinum Services

The next level of service. A comprehensive suite of services and extended support to ensure libraries get the same first-class service they offer to communities.

- Product upgrades and updates: latest features and upgrades to new releases-
- Training: unlimited access to eLearning training for 10 users, access to electronic training documentation for customization, three distance training courses Hands-On Lab or Instructor-Led (1 attendee/course), 20% discount on onsite, custom or Hands-On Lab training
- Consulting: Six hours/year custom consulting for custom reports, global database changes, data transfers, portal customization or integration with other software products, quarterly two-hour Sure Sailing consulting to review best practices, report setup and configuration, system administration, planning for upgrades and enhancements as well as general questions, 20% discount on additional consulting 10-hour bundles
- Customer Support: priority technical support 24 hours/day M-F through a dedicated toll-free number, 24/7 technical support for Critical Level 1 issues, weekend and evening upgrade support scheduled four weeks in advance and subject to availability of resource, remote system diagnostics and support using SirsiDynix standard connection tools, remote mobile device diagnostics and support, Client Care Portal and Knowledge Base access, five contacts authorized to contact or open cases with Client Care
- Database Enhancement Services: 10% discount for authority processing services

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## Component Descriptions

### Enterprise

#### SaaS Enterprise Annual Subscription

SirsiDynix Enterprise is a state-of-the-art faceted search solution that empowers libraries to make their collections more searchable and discoverable than ever before. Capitalizing on fuzzy search logic technology never before available to libraries, SirsiDynix Enterprise delivers leading-edge faceted search capabilities, simplified search interfaces, and much more.

#### Theme Customization

Working with a SirsiDynix Consultant, theme customization addresses changing the look and feel of the product like colors, adding graphics, and using CSS to edit fonts and page layouts. This custom work is guaranteed to work on the version of Enterprise currently installed on the customer's system. SirsiDynix cannot guarantee compatibility with future releases. Updating custom work to be compatible with a later release will attract additional fees.

#### Enterprise - Administration Training

One seat in a group distance instructor-led course for Enterprise Administration. This class focuses on the policies found in the Enterprise admin module. You will learn how to display, create, modify and remove policies, as well as work with user accounts and scheduled tasks. By the end of the course you will know how to: •Create Enterprise admin user accounts •Manage search profiles and search result displays •Look up and blacklist search suggestions •Crawl website information for use in result lists •Dictate scheduled tasks for indexing ILS data

#### Enterprise - End User Training, Group

One seat in a group distance instructor-led course for Enterprise End User training. This class focuses on performing searches and maneuvering through the end-user interface. You will learn how to use the facets and different search types. By the end of the class you should know how to: • Use "Did you mean?" and other search suggestions • Limit search results by item library, item type, or other search facets • Utilize email and print options • Check item availability as well as place hold requests • Write a patron review

#### Enterprise - Rooms Content Management Training

One seat in a group distance instructor-led course for Enterprise: Rooms Content Management. This class focuses on the rooms management and content creation capabilities in the Enterprise admin module. You will learn how to manage rooms, edit room properties, and edit and create content for a room. By the end of the course you will know how to: •Create new rooms and Edit existing rooms •Hide and display rooms •Manage the availability of rooms to a Profile •Understand and edit room properties including choosing layouts •Select Search Targets and Search Limits for a room •Edit and create content for a room •Detach and attach rooms and branches

### Portfolio

#### SirsiDynix Portfolio, SaaS Annual Subscription - Up to 5K assets/100GB Disk

SirsiDynix Portfolio is a digital asset management solution that includes a state-of-the-art searching solution that empowers libraries to make their digital collections more searchable and discoverable than ever before. SirsiDynix Portfolio includes OAI-PMH capabilities, both as a server as well as a harvester. Also included is the ability to create metadata templates based on a wide range of digital media types, such a music, video, images, etc.

#### SirsiDynix Portfolio Software Installation

Includes installation of SirsiDynix Portfolio in SirsiDynix SaaS facility or on the customer's local machine, installation of an ILS Agent on a Horizon or SirsiDynix Symphony ILS and installation/configuration of the appropriate Java Development (JDK). In addition; it includes the installation of Web Services for sites using SirsiDynix Symphony.

#### Portfolio SureStart-3

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## Component Descriptions

SureStart is a layer of consulting support designed to smooth the transition to Portfolio by addressing configuration issues like search limits, profiles, etc.

### Portfolio Training, Group

One seat in a group distance instructor-led course for Portfolio. This class teaches participants how to create collections of assets such as PDFs, photographs, and other digital content. Participants will also learn how to import and export collections as well as define an indexing schedule for all media types. Managing templates for metadata entry will also be covered. By the end of the class, the participant will be able to: -Create a collection of assets manually using templates for metadata entry -Define security levels for collections -Display assets to the public using rooms functionality -Browse and search to find desired assets -Bulkload metadata and digital files using import utility -Export assets using export utility -Define templates for metadata entry -Set schedule for full-text indexing of all media types.

### SirsiDynix Portfolio Project Management

Project Management Services for the implementation of SirsiDynix Portfolio

## Enriched Content

### Enriched Content Basic Package

Price is Per Circ. Enrichment Elements include: Tables of Contents, Summaries, First Chapters/Excerpts, Cover Images, Booklist, Author Notes, and reviews from Publisher's Weekly, Library Journal, School Library Journal, Choice.

### DataStream 2.0 Content Annual Subscription

Includes: - Children's Literature Comprehensive Database - Best Seller Lists (60+ current best seller lists. The data on these lists is updated twice a week. These lists display in iBistro/iLink/e-Library, Web2 and EPS) - Recommended Reading Lists (135+ current recommended reading lists (award lists). The data on these lists is updated twice a week. These lists display in iBistro/iLink/e-Library, Web2 and EPS). - Hot Sites (a list of 3 web sites that displays in iBistro/iLink/e-Library and Web2. This list is updated weekly).

## Web Reporter

### Web Reporter SaaS Hosting Fee

This quote is hereby fully incorporated into the Master Agreement.

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# Terms and Conditions

## Other Terms

SirsiDynix SaaS Services are based upon annual circulation and Staff Users. You may use the SaaS Services for up to 570,000 annually circulated items and up to 25 Staff Users; an increase in either circulation or Staff Users requires additional licensing fees.

SIP2 is based upon certified vendors. You are authorized for 3 certified vendors; an increase in the number of certified vendors requires additional fees.

Enriched Content is based upon annual circulation. You are licensed for up to 1,000 annually circulated items; an increase requires additional licenses.

SirsiDynix may add and/or substitute equivalent products for any third party items in the event of product unavailability, Software requirements and/or model number changes.

Customer's data must be provided to SirsiDynix in a format approved by SirsiDynix or additional data conversion/migration charges will apply. De-duping is the Customer's responsibility, unless stated otherwise in writing.

"Go Live Date" means, with respect to the SirsiDynix Software license orders, the date on which the SirsiDynix Software is available for operational use for normal daily business, including searching the public access catalog and circulating materials.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

## Payment Terms

The term of any quoted products is for no less than seven (7) years and shall automatically renew for the length of the Initial Term. Subsequent years' Support, Subscription and SaaS Services fees are to be paid annually in advance. Following the first year of System operation, Support, Subscription, and SaaS subscription fees will be subject to annual increases. Any discounts that may be listed on this quote will be applied to the final invoice. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

### Third Party Products/Software license fees

- 100% due upon installation of third party products/software on Customer's system

### SirsiDynix Software license fees

- 100% SirsiDynix Enterprise license and subscription fees is due upon contract signing and will be invoiced immediately. The annual subscription initial use and anniversary date is the effective date of the contract date.
- 100% (excluding SirsiDynix Enterprise license and subscription fees) due upon installation of client SirsiDynix Software on Customer's system

### Support/Maintenance fees

- 100% of first year's Support due at installation of Software

### Services/Training

- 50% due upon completion of first data test load, where a test load is part of the services
- 100% of the remainder due upon completion of services/training

### SaaS Migration

- The 100% of total for Services and first year's subscription fees due on day of initial live use of SaaS Services.

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### Platinum Services

- Platinum Services ("PS") shall commence immediately upon the signing of this document and the payment of all applicable fees, if any. PS shall continue through the expiration of the Customer's current term for Maintenance/SaaS Services subscription ("PS Initial Term"). Renewal terms for PS shall be the same as Customer's current agreement regarding Maintenance/SaaS Services subscription.

\*\*Fees and Payment Terms which do not reflect the services and/or products purchased by the Customer are non-applicable.

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

In Process

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# Terms and Conditions

**Customer Signature:**

San Leandro Public Library

By:

\_\_\_\_\_  
(Authorized Signature)

Printed Name:

\_\_\_\_\_  
**In Process**

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Billing Address:**

Finance Department 835 East 14th Street  
San Leandro  
California 94577  
United States

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# MICROSTRATEGY END USER LICENSE AGREEMENT

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1. Customer acknowledges that the Product contains copyrighted and proprietary products and materials of MicroStrategy, which are obtained under a sublicense from MicroStrategy.
2. Customer agrees that it will:
  - (a) Restrict the use of the Product solely for use in combination with the Licensed Software and to the license type purchased, i.e., a Named User. A Named User license means a license to use the Product under which only one identified user may access the Product or reports or messages generated by the Product. Customer may permanently replace one Name User with another if the original Named User no longer has access to the Product or to reports or messages generated by the Product.
  - (b) Permit only one installation of the Product per physical installation of the Licensed Software.
  - (c) Not make any material expansion of the analytic scope of the data model of any Licensed Software including substantial modification of the delivered data model and will also not create any new Projects. A Project means a single reporting application residing in the Web Reporter metadata.
  - (d) Access data only from the data models provided by SirsiDynix.
  - (e) Not reverse engineer, disassemble or decompile the Product.
  - (f) Not receive title to the Product.
  - (g) Prohibit written and oral disclosures to any third party of any results of any Benchmark Tests of the Product. A Benchmark Test is any quantitative analysis of the Product or performance of the Product.
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CUSTOMER HEREBY ACKNOWLEDGES receipt of and acceptance of the license terms set forth above.

CUSTOMER

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_