

RESOLUTION NO. 03-02-12

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING THE SIGNATURE OF AN UPDATED CONTRACT AGREEMENT BETWEEN COOPERATIVE MEMBER LIBRARIES AND INTEGRATED LIBRARY SYSTEM (ILS) VENDOR, SIRSIDYNIX THAT INCLUDES A COST ADJUSTMENT FOR SERVICE CHANGE FROM LOCALLY BASED SERVER SOFTWARE TO CLOUD-BASED SOFTWARE AS SERVICE, PROVIDING THE REQUIRED ASSURANCES; AUTHORIZING THE MAYOR AND TOWN MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE TOWN: AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, in order to meet the requirements for membership in the Cooperative Authority for Library Automation ("COALA"), the Town Commission of the Town of Lake Park is required to approve the execution of the Master Agreement Between Cooperative Authority For Library Automation ("Master Agreement") (a copy of which is attached herein and incorporated herein as "Exhibit A") and make the certifications provided herein;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA THAT;

- Section 1. The foregoing recitals are adopted as true and correct findings of fact by the Town Commission and are incorporated by reference herein. The Town of Lake Park, Florida is a political subdivision, eligible to participate as a member of COALA.
- Section 2. The Town Commission of the Town of Lake Park hereby authorizes the Mayor and Town Manager to execute Master Agreement on behalf of the Town and the Town's participation in COALA.
- Section 3. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Vice-Mayor Rumsey who moved its adoption. The motion was seconded by Commissioner Stevens and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	<u>/</u>	___
VICE-MAYOR KENDALL RUMSEY	<u>/</u>	___
COMMISSIONER STEVEN HOCKMAN	<u>/</u>	___
COMMISSIONER JEANINE LONGTIN	___	<u>/</u>
COMMISSIONER TIM STEVENS	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 03-02-12 duly passed and adopted this 1 day of February, 2012.

TOWN OF LAKE PARK, FLORIDA

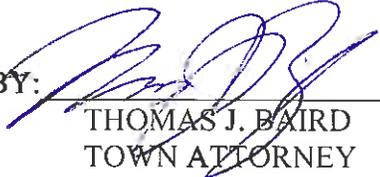
BY: 
JAMES DUBOIS
MAYOR

ATTEST:


VIVIAN LEMLEY
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



**MASTER AGREEMENT
BETWEEN
COOPERATIVE AUTHORITY FOR LIBRARY AUTOMATION
AND SIRSIDYNIX**

By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of the Master Agreement, Quote #43659 and each of the schedules, addenda and End User License Agreements listed below:

- SaaS Services Schedule
- Professional Services Schedule
- Authorization for Release of Data Information Schedule

The parties may execute, from time to time, additional Schedules and other agreements under the terms of this Agreement. The effective date of this agreement shall be the date of last signature below. The effective date of all Schedules, Addenda, and End User License Agreements shall be the same unless otherwise specified on that schedule. If no effective date is specified on this agreement, the effective date shall be that of the last signature below.

The Cooperative Authority for Library Automation is a Florida cooperative made up of the member libraries signed below, with Boynton Beach Public Library acting as its head.

Boynton Beach City Library 208 S. Seacrest Blvd. Boynton Beach, FL 334335	SirsiDynix SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Delray Beach Public Library 100 West Atlantic Ave. Delray Beach, FL 33444	Lake Park Public Library 529 Park Ave. Lake Park, FL 33403
DocuSigned by: <i>Alan Korollar</i> Sign: _____ <small>EAB80BE6D43D4A3</small>	Sign: _____
Print Name: _____	Print Name: _____
Title: <u>Library Director</u>	Title: _____
Date: <u>Dec-29-2011 13:14 PT</u>	Date: _____

[Signatures continued on next page]

Confidential

File: COALA Consortium

GC#331022

AMENDMENT TO AGREEMENT

This amendment between the parties listed in the Signature Page and Summary of Agreement ("**Amendment**"), when accepted by Customer, will become part of the Master Agreement and Schedules dated _____ (collectively referred to herein as "**Agreement**"), and will evidence our further agreement with respect to the matters set forth below.

All terms used herein and in the Agreement, not defined herein, shall have the same meaning as in the Agreement. If there is any inconsistency between the terms of this Amendment at the Agreement, the terms of this Amendment will govern.

The Agreement is hereby modified as follows:

Master Agreement

The following text is added to Section 3.3: "Costs associated with travel by SirsiDynix personnel shall not exceed the then-present per diem rates published by the U.S. General Services Administration. Airfare for SirsiDynix personnel shall be at reasonable, coach rates."

The following text is added to Section 4: "No part of this Agreement shall be interpreted as prohibiting the release of any data when such a release is required by a State or Federal law then in-force."

Section 7.2 Indemnification By Customer shall not constitute a waiver of sovereign immunity as specified in section 768.28, Florida Statutes.

The following is hereby added to the end of section 9.2 Termination:

Customer may terminate this agreement and all schedules at any time and without penalty if funding is not available in Customer's budget.

Section 10.15 Governing Law and Venue is hereby modified to replace any reference to "Utah" with "Florida."

At Will Addendum

Section 2 shall not apply in the event Customer must terminate because it does not have funding in its budget to continue the Agreement.

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval below.

This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of such counterparts shall constitute one and the same instrument.

The effective date of this Amendment shall be the date specified on the Signature Page and Summary of Agreement ("**Effective Date**").

Customer Initial and Date: _____

File: COALA Consortium

GC#331022

3. FINANCIAL TERMS

Fees and charges due by Customer are payable within 30 days of invoice. Fees exclude taxes or other government charges or expenses. SirsiDynix may assess a finance charge for past due amounts. SirsiDynix may also suspend performance if payments are past due, after SirsiDynix has provided notice to Customer.

3.1 Fees and Payment Terms. The Customer is responsible for the payment of the fees and other charges as specified in the Agreement. Each member of the cooperative shall be responsible for a portion of each Invoice as follows (fees are exclusive of, and Customer is responsible for, shipping costs):

Member Name	Percentage of Responsibility
Boynton Beach Public Library	29%
Delray Beach Public Library	29%
Lake Park Public Library	14%
Palm Springs Public Library	14%
North Palm Beach Public Library	14%

Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the lesser of a 1½% per month or the highest rate allowed by law.

If Customer fails to make payments of any fees due under the Agreement, SirsiDynix will be entitled to suspend its performance upon thirty (30) days written notice to Customer.

Unless expressly provided otherwise, fees paid or payable for Software licenses, Content, SaaS Services or Maintenance are not contingent under any circumstances upon the performance of any Professional Services.

3.2 Taxes. Unless expressly provided otherwise, the prices in the Agreement do not include taxes. Customer agrees to pay any taxes, other than those based on SirsiDynix's net income, arising out of the Agreement. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate prior to 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 taxes due.

3.3 Travel Expenses. Unless otherwise noted within the quote, travel expenses will be billed separately at actual cost.

4. CONFIDENTIALITY

Each party agrees not to use or disclose the other's Confidential Information except as necessary to further the purposes of the Agreement. Each party agrees to take reasonable steps to protect that information, to return it or destroy it upon request, and to cooperate with one another if a disclosure is compelled by law.

SirsiDynix acknowledges 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.

4.1 Defined. By virtue of the Agreement, the Parties may be exposed to or be provided with certain confidential and proprietary information of the other party or third parties, 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 ("**Confidential Information**"). Confidential Information of SirsiDynix and/or its licensors includes but is not limited to the terms and

conditions (but not the existence) of the 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. 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.

4.2 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.

4.3 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; or (v) 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.

5. PRIVACY

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

6. LIMITED RIGHTS AND OWNERSHIP

Software is licensed to Customer, not sold. This section describes restrictions that apply to Customer's use of any software or service SirsiDynix provides to Customer (e.g., prohibitions on renting, or hosting, or reverse engineering).

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

6.2 Restrictions. "Protected Materials" as used herein means Software, Services or SirsiDynix's or its licensors' Intellectual Property or Confidential Information. 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

Customer Initial and Date: _____

File: COALA Consortium

GC#331022

8.3 NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF TWO YEARS OR THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED.

8.4 THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

9. TERM AND TERMINATION

The Master Agreement remains in effect until all Schedules have expired, or the Master Agreement and all Schedules are terminated by a party for a breach by the other party. The non-breaching party may, at its option, terminate the affected Schedule without terminating the entire Agreement.

9.1 Term. The term of this Master Agreement shall commence on the Effective Date set forth above and shall continue in full force and effect until the expiration or termination of all Schedules, unless otherwise terminated earlier as provided hereunder.

9.2 Termination. Either party may terminate the Agreement including all Schedules immediately upon written notice if the other party commits a non-remediable material breach of the 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 either terminate the Agreement or the applicable Schedule. Schedules that are not terminated shall continue in full force and effect under the terms of this Master Agreement.

Following termination of the Agreement or a Schedule (for whatever reason), Customer agrees to certify that it has returned or destroyed all copies of the applicable Software, Content 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.

10.3 Cooperation. Customer agrees to provide Cooperation, which is defined to mean: 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 Agreement. If Customer has purchased post Go Live modules, Customer shall continue Cooperation after the Go Live date to provide for installation of post Go Live modules within four (4) weeks of the Go Live date. Failure to grant such Cooperation shall allow SirsiDynix to deem the System and Professional Services purchased by Customer to be fully accepted and delivered.

10.4 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software are acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software are commercial

computer software and documentation developed exclusively at private expense and are 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, Customer shall maintain and make available to SirsiDynix records sufficient to permit SirsiDynix or an Independent auditor retained by SirsiDynix to verify, upon ten days' written notice, Customer's full compliance with the terms and requirements of the Agreement. Such audit shall be performed during regular business hours. If such verification process reveals any noncompliance by Customer with the Agreement, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process (including, but not limited to the fees of an Independent auditor) incurred by SirsiDynix, 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.

10.8 Notices. Any notice required or permitted to be sent under the Agreement shall be delivered by hand, by overnight courier, by pdf via email to legal@sirsidynix.com, for SirsiDynix's email or for Customer's email, or by registered mail, return receipt requested, to the address of the parties first 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 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 Agreement or a Schedule: sections 1, 2, 3, 4, 6.1, 6.2, 6.3, 6.5, 7, 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

Customer Initial and Date: _____

SaaS Services Schedule

This Schedule is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the Signature Page and Summary of Agreement. ("Customer"). The provisions of the Master Agreement ("Master Agreement"), incorporated in the Signature Page and Summary of Agreement, are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Schedule shall have the meanings set forth in the Master Agreement.

The effective date of this Schedule shall be the date specified on the Signature Page and Summary of Agreement ("Effective Date").

The above parties agree to the following:

1. DEFINITIONS.

Capitalized terms that are not otherwise defined in this Schedule shall have the meanings set forth in the Master Agreement.

"Error" means a material failure of the hosted Software to conform to its functional specifications described in the Documentation.

"Go Live Date" means the date on which the SaaS Service is available for operational use for normal daily business, including searching the public access catalog and circulating materials.

"License Metrics" means the limitation on the usage of each of the SaaS Services as designated and/or defined in the applicable Quote by a term such as the number of titles, circulation, users, students, seats, reports, and the like.

"Quote" means Quote #43659, and/or the document executed by the parties specifically referencing this Schedule, which contains Customer's order specific information, including description of SaaS Service ordered, License Metrics and associated fees and payment terms.

2. TERM; RENEWAL; TERMINATION.

2.1 Term and Renewal. SaaS Services commence on the Go Live Date and, subject to applicable State Statutes, continue for the term set forth in the Quote ("Initial Term"). Following the end of the Initial Term, SaaS Services shall automatically renew for the same length as the Initial Term (a "Renewal Term") unless Customer gives written notice 60 days prior to the end of the Initial Term or any Renewal Term, of its intention to terminate the Service.

2.2 Termination. This Schedule may be terminated for cause by either party in accordance with section 9 of the Master Agreement. Sections 1, 2, and 5 hereof and the surviving provisions of the Master Agreement shall survive expiration or termination of this Schedule.

3. GRANT OF USE.

Subject to the timely payment of the applicable fees, the terms of this Schedule and the Master Agreement, SirsiDynix grants to Customer, for the Initial Term and each Renewal Term, the right to access and use the SaaS Services solely for Customer's internal business purposes. Such access and use is subject to the terms of the Master Agreement, including without limitation the restrictions set forth in Section 6.2 of the Master Agreement.

SaaS Services purchased may be accessed by or used to manage no more than the number of License Metrics specified in the Quote. Additional License Metrics may be purchased under an additional Quote at the pricing as defined in the Quote in effect at the time the additional License Metrics are added, prorated for the remainder of the then-current Term. The added License Metrics shall terminate on the

same date as the pre-existing subscriptions. Fees are based on Services and License Metrics purchased and not actual usage.

4. CERTAIN OBLIGATIONS.

4.1 Hosting Environment. Customer is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the SaaS Services, including without limitation, internet connections.

Customer understands that all communication traverses a public internet connection and is unencrypted. The customer also understands they are responsible for all devices and connectivity methods to reach the SaaS environment. Should the customer wish to encrypt all traffic the optional VPN solution must be purchased. This VPN solution is delivered by SirsiDynix and is the only supported method for encryption.

4.2 Passwords; Security. 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 entirely responsible for any and 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. SirsiDynix will maintain Customer passwords as confidential and will not disclose them to third parties.

4.3 Customer Data. 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.

4.4 Acceptable Use. 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 Services, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Services 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 Services, not to interfere with another entity's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the SaaS Services. SirsiDynix may remove any violating content posted on the Services or transmitted through the Services, without notice to

Customer Initial and Date: _____

Professional Services Schedule

This Schedule is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the Signature Page and Summary of Agreement ("Customer"). The provisions of the Master Agreement ("Master Agreement"), incorporated in the Signature Page and Summary of Agreement, are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Schedule shall have the meanings set forth in the Master Agreement.

The effective date of this Schedule shall be the date specified on the Signature Page and Summary of Agreement ("Effective Date").

The above parties agree to the following:

1. SERVICES.

1.1 Statement of Work. SirsiDynix will perform the mutually agreed upon services for Customer described in one or more quote or statement of work ("Quote" or "SOW") as the parties may agree to in writing from time to time. Each SOW, once executed by the authorized representatives of the parties, shall become a part of the Agreement. Except as expressly stated elsewhere in this Schedule, in the event of a conflict between the terms of this Schedule and the terms of a SOW, the terms of this Schedule shall prevail.

1.2 Change Orders. Either Party may propose a change order to add to, reduce or change the work ordered in the SOW. Each change order shall specify the change(s) to the services or deliverables, and the effect on the time of performance and on the fees owed to SirsiDynix, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

1.3 Estimated Costs. Unless otherwise expressly stated in the applicable Quote or SOW, Professional Services shall be provided on a time and materials ("T&M") basis at SirsiDynix's T&M rates in effect at the time the Professional Services are performed. On a T&M engagement, if an estimated total amount is stated in the applicable SOW, that amount is solely a good faith estimate for Customer's budgeting and SirsiDynix's resource scheduling purposes and not a guarantee that the work will be completed for that amount.

1.4 Delays/Costs Overruns. In the event of any delay in Customer's performance of any of the obligations set forth herein or any other delays caused by Customer, the milestones, fees and date(s) set forth in the Quote shall be adjusted on a T&M basis as reasonably necessary to account for such delays, and the adjustment shall be made by change order in accordance with the provisions above.

2. PROJECT MANAGEMENT.

2.1 Responsibility. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing the Services.

2.2 Cooperation. Customer shall provide SirsiDynix with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by SirsiDynix in order to provide the Services, including, but not limited to, providing security access, information, and software interfaces to Customer's applications, and Customer personnel, as may be reasonably requested by SirsiDynix from time to time. 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.

2.3 Subcontractors. SirsiDynix may subcontract or delegate any work under any SOW to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance, acts and omissions of any such subcontractors.

2.4 Customer Data. Customer's data must be provided to SirsiDynix in a format approved by SirsiDynix or additional charges will apply.

2.5 Remote Access. For installation of the System, Customer shall ensure that SirsiDynix's assigned technical personnel are able to access the System remotely. Customer shall be responsible for providing access through any security measures it deems necessary. SirsiDynix alone shall decide whether access to the System is sufficient for installation purposes. "System" means the total complement of hardware and Software furnished and maintained by SirsiDynix.

The Authorization for Data Release form attached hereto may set forth additional details regarding SirsiDynix's access to and use of Customer's personnel, facilities and equipment.

3. LICENSE AND OWNERSHIP.

3.1 Ownership. All Intellectual property rights including all copies thereof in any SirsiDynix products and the results of the services including (without limitation) all deliverables and all Intellectual Property embodied herein shall, subject to Section 3.2 below, vest solely and absolutely in SirsiDynix or its licensors.

3.2 Limited License. SirsiDynix grants Customer, upon full payment of the applicable fees and charges, and subject to the restrictions set forth in the Section 6.2 of the Master Agreement, a personal, nontransferable, nonexclusive, irrevocable license to use the deliverables solely for its own internal business needs.

4. TERMINATION.

This Schedule may be terminated in accordance with section 9 of the Master Agreement.

Where the non-breaching Party has a right to terminate this Schedule, the non-breaching Party may, at its discretion, either terminate this Schedule, or the applicable SOW.

Upon termination for any reason, all work products, including all drafts and works in progress of deliverables shall be delivered to Customer. Upon SirsiDynix's receipt of a notice of termination, SirsiDynix shall cease and shall cause any agent or subcontractor to cease all work under, the applicable SOW and minimize any additional costs or

Customer Initial and Date: _____

Authorization for Release of Data Information Schedule

This Schedule is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the Signature Page and Summary of Agreement. ("Customer"). The provisions of the Master Agreement ("Master Agreement"), incorporated in the Signature Page and Summary of Agreement, are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Schedule shall have the meanings set forth in the Master Agreement.

The effective date of this Schedule shall be the date specified on the Signature Page and Summary of Agreement ("Effective Date").

The above parties agree to the following:

Customer's hardware administrator ("HW Administrator") hereby authorizes Sirsi Corporation d/b/a SirsiDynix, with principal offices at 400 West Dynix Drive, Provo, Utah 84604 ("SirsiDynix") and its agents, suppliers, and its subcontractors, to connect and access the current Integrated Library System (ILS) and associated hardware servers. HW Administrator hereby authorizes SirsiDynix to extract all databases, policies and configuration information as required by SirsiDynix for the project. HW Administrator hereby authorizes the transfer of this information to SirsiDynix computers for the purposes of evaluation, conversion, and/or import into the SirsiDynix product. All data information will only be revealed to agents, suppliers, and subcontractors of SirsiDynix. No data information will be published to other Customers of SirsiDynix or any unassociated resource without HW Administrator's consent.

While connected to your server, SirsiDynix staff will execute a suite of programs which reads Customer's current databases and creates a text file on its server containing the data in a flat ASCII format. One file is created for each data type to be extracted and/or loaded into Customer's new ILS system. These programs are executed with the lowest possible priority in order to avoid interruption with Customer's daily activities. These executables can be run while Customer's current ILS is in operation. HW Administrator acknowledges that the notes (or lack thereof) at the bottom of this form indicate any and all disk drivers or file systems that SirsiDynix staff should use or avoid.

This authorization shall be in force for the duration of the project. Customer shall have the right to revoke this authorization, in writing, at any time by sending such written notification to the SirsiDynix Project Manager Representative. SirsiDynix' liability in any matter relating to this project will be limited to the payments made Customer during the

previous 12 months for the product or service which is the subject matter of the claim, and any such liability shall exclude any indirect, special, incidental, exemplary punitive, treble, or consequential damages. SirsiDynix warrants only that the service shall be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services, which does not mean that the service shall be error free. SirsiDynix shall not be responsible for any loss caused by: 1) modifications made to the System by anyone other than SirsiDynix, 2) the combination, operation or use of the System components with any items not supplied by SirsiDynix to Customer, 3) Customer's failure to use any new or corrected versions of the System components made available by SirsiDynix, 4) SirsiDynix' adherence to Customer's specifications or instructions, 5) any deviation by Customer from the SirsiDynix Software operating procedures. Declining SirsiDynix' access to Customer's current ILS system will likely cause information loss in the migration to the SirsiDynix ILS product. SirsiDynix shall not be held liable for the information loss.

Additional Comments Regarding Disk Drivers or File Systems:

*****END OF AUTHORIZATION FOR RELEASE OF DATA INFORMATION SCHEDULE*****

Customer Initial and Date: _____

Statement of Work

General

This quote is for Symphony to Symphony SaaS. The subscription for Data Stream (\$6,102) will stay the same.

The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.
SirsiDynix Copyright 2011 – All Rights Reserved.

Total Cost of Ownership

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

Component	Year 1	Year 2	Year 3	Total
SirsiDynix Symphony SaaS subscription	36,250	38,790	41,500	116,540
Implementation Services	10,850	-	-	10,850
TCO	47,100	38,790	41,500	127,390

Initial Term of Maintenance and SaaS Services: Three (3) Years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: the greater of 7% or CPI annual price increase cap until Term renewal

Fees for the Initial Term are due annually in advance on the anniversary of the Go Live Date.

The above quoted Initial Term price is for SirsiDynix products or services only. Third Party/integrated product/service fees may, at the discretion of the Third Party, increase more than the above noted Initial Term pricing and shall be increased accordingly by SirsiDynix. SirsiDynix reserves the right to adjust Initial Term pricing in regards to Third Party/integrated products/services.

All other capitalized terms used herein have the meaning set forth in the Agreement, unless expressly stated otherwise in this quote.

Component Descriptions

SirsiDynix Symphony 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.

SirsiDynix Symphony is an open, versatile, scalable library management solution for managing all technical and public services within libraries and consortia. With these capabilities, SirsiDynix Symphony enables libraries to cut costs while providing the highest quality of service, and allows IT staff to respond to the needs of the library while greatly lowering risk.

SaaS User Level - 50 Staff seats

Implementation Services

Data Migration:

Oracle Migration Data Services

SirsiDynix will export a library's Informix databases and import them into Oracle for any Unicom or SirsiDynix Symphony client. All modules currently in use will be migrated to the new database application.

Installation:

Product Delivery

Informix to Oracle Platform Migration (remote)

Migration includes installation of Oracle and migration of existing ILS software, configuration and data as exists on current system. Non embedded Oracle installations must meet SirsiDynix Oracle requirements

Project Management

Unicorn/Symphony Platform Migration

Project Management Service for a Unicom/Symphony Different OS and/Or Different Database Platform Migration. 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 (as needed) with the customer; coordinate SirsiDynix resources; and transition the customer to client care once the new platform has been implemented.

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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 1,310,000 annually circulated items and up to 50 Staff Users; an increase in either circulation or Staff Users requires additional licensing fees.

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.

Fees and Payment Terms

The term of any quoted subscriptions is for no less than three (3) years from the date of initial use of the subscription. Subscriptions shall be paid in advance and early termination of any quoted subscription for any reason will incur a reassessment fee of the full amount of the discount on the Quote of the subscription received by the customer plus interest. Reassessment amount will be due within thirty (30) days of the date of early termination. All subscriptions auto-renew annually after the initial three (3) year term unless sixty (60) days prior to termination notice is received in writing to legal@sirsidynix.com or to Legal Dept. 400 Dynix Dr. Provo, UT 84604.

The Initial Term of maintenance and support is no less than three (3) years, and shall commence on the Go Live Date, to be paid in 12-month installments in advance 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.

SirsiDynix Software license fees

- 100% 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

- 100% of total for Services and first year subscription fees due on date of initial live use of SaaS Services.

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

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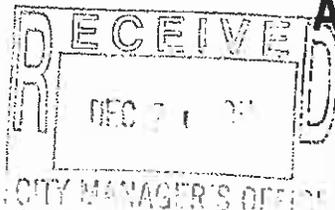
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Palm Springs Public Library 217 Cypress Lane Palm Springs, FL 33461	North Palm Beach Public Library 303 Anchorage Dr. North Palm Beach, FL 33408
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

In Process



MASTER AGREEMENT

This Master Agreement is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the Signature Page and Summary of Agreement ("Customer").

The effective date of this Master Agreement shall be the date specified on the Signature Page and Summary of Agreement ("Effective Date").

A Note on Section Summaries: Some sections of this Master Agreement have a summary at the beginning. These summaries are intended for ease of reference, and are not part of this Master Agreement. If any summary conflicts with the section it is summarizing, the section of the agreement, and not the summary, controls.

1. PURPOSE AND SCOPE

1.1 Master Agreement. This Master Agreement establishes the general terms and conditions to which the parties have agreed in order to facilitate the licensing of software, content, other products and/or the provision of services. Additional product or service-specific terms and conditions are set forth in one or more Schedules (as further defined in section 1.2 herein).

All references to the "Master Agreement" shall mean this document, exclusive of Schedules. All references to the "Agreement" wherever found shall include this Master Agreement, and all Schedules, and attachments incorporated in the Schedules. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Schedule, the terms and conditions of this Master Agreement shall control unless expressly stated otherwise.

1.2 Incorporation of Schedules. This Master Agreement incorporates by reference the terms and conditions of all Schedules, addenda, End User Licenses, and other documents marked on the Signature Page and Summary of Agreement between the parties.

The parties may execute, from time to time, additional Schedules under the terms of this Master Agreement.

1.3 EULAs. Customer's use of any Third Party Software licensed hereunder or incorporated in the SaaS Services shall be subject to, and Customer shall comply with, the Master Agreement and any applicable EULAs. To the extent any terms and conditions of this Master Agreement or a Schedule conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

1.4 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 author of the document.

2. DEFINITIONS

"Confidential Information" is defined in section 4.

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material to which Customer is provided on-line access through SirsiDynix on a subscription basis.

"Customer Data" means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through the Services, or which Customer (including the Customer's patrons and users) enters into the Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Agreement.

"Documentation" means the user instructions, release notes, manuals and on-line help files in the form generally made available by SirsiDynix, regarding the use of the applicable Software.

"SaaS Services" means the provision of (i) Software as a service (SaaS) hosted by SirsiDynix from a server farm that is comprised of

application, data and remote access servers used to store and run the Software and Customer Data, and/or (ii) web access to Content and (iii) associated Maintenance.

"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

heirs in, and may, in connection with the performance of services hereunder, create, employ, use, or otherwise exercise intellectual property rights in.

"Maintenance" means the technical support and provision of Updates for the level of support services ordered, all of which are provided under SirsiDynix's Support Policies in effect at the time the Services are provided. A current version of such Support Policies can be found at: http://clientcare.sirsiidynix.com/index.php?goto=Knowledge&docs&pid=1&&cat_id=59&hilite=946.

"Professional Services" means data conversion, implementation, site planning, configuration, integration and deployment of the Software or SaaS Services, training, project management and other consulting 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.

"Services" means collectively (i) the Professional Services; (ii) Maintenance, and (iii) SaaS Services.

"Software" means the SirsiDynix Software and Third Party Software.

"System" means the total complement of hardware and Software furnished and maintained by SirsiDynix.

"Third Party EULA" or "EULA" means the end user license agreement that accompanies the Third Party Software, is appended to a Schedule or is otherwise published by the third party supplier, and which governs the use of or access by Customer to the applicable Third Party Software.

"Third Party Software" means content and software including Documentation and Updates, owned by an entity other than SirsiDynix which are to be provided to Customer by SirsiDynix on a pass-through or OEM basis pursuant to the terms of the EULA.

"Updates" means the error corrections, updates, modifications or enhancements to Software or SaaS Services developed after the effective date of the Schedule which SirsiDynix makes generally available to its customers as part of the Maintenance. Updates exclude new products for which SirsiDynix generally charges a separate fee.

Customer Initial and Date: _____



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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. SirsiDynix will allow access to the Software module for online data inquiries (i.e. public access catalog) where the Customer would like to grant such access, and then this access is only to be granted to library users, other libraries, and third party entities. (iv) write or develop any derivative works based upon the Protected Materials, access to Application Programming Interface ("API") is specifically exempt from this clause; (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.

6.3 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.

6.4 License Grant by Customer. Customer grants a non-exclusive, royalty free license, to SirsiDynix, to use, store, process, and disseminate Customer Data or other material of Customer solely for the purpose of performing its obligations under the Agreement.

6.5 Enforcement. Customer shall (i) ensure that all users of Software or SaaS Services comply with the terms and conditions of the 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.

7. INDEMNIFICATION

SirsiDynix will defend Customer against claims that a SirsiDynix Software or SaaS Service (excluding Content and Third Party Software) infringes certain third parties intellectual property rights, and pay any damages awarded by a court or in a settlement. There are several exceptions, which limit SirsiDynix's obligations in cases where Customer has contributed in some way to the claim.

If an infringement is adjudicated, SirsiDynix may, at its option, replace the infringing material, modify it to make it non-infringing, obtain the rights Customer needs to keep using it, or an equitable adjustment will be made to the fees paid by Customer.

If a claim is made against SirsiDynix by a third party and such claim results from Customer's acts or violations of the Agreement, Customer will indemnify SirsiDynix.

7.1 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 SaaS Services (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.

SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or SaaS Services 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 SaaS Services with software or data not provided under the Agreement.

If it is adjudicated that an infringement of the SirsiDynix Software or SaaS Service by itself and used in accordance with the 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 SirsiDynix Software or Service; (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 Software or Service. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

7.2 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 some data images on the intellectual property of SirsiDynix; or (ii) any claim that Customer or a user is using the SaaS Services 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.

8. LIMITATION OF LIABILITY.

SirsiDynix limits its liability to Customer to the amount of fees Customer has paid SirsiDynix for the product or service giving rise to the claim. This limit does not apply, however, to SirsiDynix's obligations under the section entitled "INDEMNIFICATION". In no event will SirsiDynix be liable for consequential, indirect, punitive, or special damages.

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 7 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE SOFTWARE OR SERVICE 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.

Customer Initial and Date: _____



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otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the 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 Agreement or prejudice such party's right to take subsequent action.

10.13 Entire Agreement; The Master Agreement and Schedules 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. 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 the State of Utah without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in the State of Utah 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, or the inconvenience of the sale of goods; therefore, the Agreement shall be governed by the 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.

10.16 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 and/or pdf scanned copies of signatures shall be as effective and binding as original signatures.

10.17 Additional Institutions. In the event Customer would like to add a new member to its consortium, Customer, the new member and SirsiDynix must execute an addendum to the Agreement. The text of this addendum shall be as follows:

This Addendum ("Addendum") is executed by and between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and [new Member Library Name] ("Member Library"), as a member site to a consortium with [Parent Library Name] ("Parent Library") under the [Parent Library's Agreement Name], dated [____], between SirsiDynix and [Parent Library Name], including any amendments thereto (the "Agreement"). This Addendum is attached to and fully incorporated into the Agreement by this reference.

By executing this Addendum [and Quote #____, which is attached hereto as Schedule A and fully incorporated herein], the Member Library acknowledges it is a member of the [Parent Company's Name] consortium and agrees to be bound by all the terms and conditions of the Agreement. By signing below, Parent Library acknowledges Member Library as a part of the consortium and agrees that it shall be responsible for payments regarding Member Library.

If the new member is an existing customer of SirsiDynix, Customer must first discuss with and receive written permission from SirsiDynix to add it to Customer's consortium group. Such written permission shall include [____] and destination of [____].

*****END OF MASTER AGREEMENT*****

Customer Initial and Date: _____



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Customer. SirsiDynix may suspend or terminate any user's access to the SaaS Services upon notice in the event that SirsiDynix reasonably determines that such user has violated the terms and conditions of this Schedule.

5. WARRANTIES AND DISCLAIMER.

5.1 Warranties. SirsiDynix warrants that the hosted SirsiDynix Software will operate in all material respects in conformity with the Documentation.

5.2 Remedies. If the hosted SirsiDynix Software 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 determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within 30 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 SaaS Service, and Customer will be entitled to an equitable adjustment in the fees paid for the affected Service at SirsiDynix's discretion. In no event will the adjustment in fees exceed the amount of unused prepaid fees paid by Customer to SirsiDynix for the affected Service. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein. If Customer elects not to terminate the SaaS Service, Customer waives the applicable warranty cure set forth herein.

5.3 Exclusions. SirsiDynix is not responsible for a breach of any warranty set forth in section 5.1 caused by: (i) modifications made to the hosted SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the hosted SirsiDynix Software with any items not certified by SirsiDynix; (iii) SirsiDynix's adherence to Customer's specifications or instructions; (iv) Errors caused by or related to Internet connections or (v) Customer deviating from the hosted SirsiDynix Software operating procedures described in the Documentation.

5.4 Third Party Software. Customer acknowledges that certain modules of the SaaS Services may contain Third Party Software. 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. The provision of Content is subject to availability from third party Content providers and SirsiDynix shall have no liability should such Content become unavailable for any reason or is no longer available under reasonable commercial terms. Customer's use of any Third Party Software shall be subject to, and Customer and users shall comply with this Schedule and any applicable Third Party EULAs. SirsiDynix makes no warranty with respect to any Third Party Software and Content. 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. Content and Third Party Software are made available on an "AS IS, AS AVAILABLE" BASIS.

5.5 Disclaimer. THE WARRANTIES SET FORTH IN THIS SECTION 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 HOSTED SOFTWARE, AND SAAS SERVICES, ARE 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 AND/OR THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES OF COURSE OF DEALING, COURSE OF USAGE, OR STATEMENT OF WORK. SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. Customer acknowledges that use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent security precautions and illegally gain access to the Services and Customer Data. Accordingly, SirsiDynix cannot and does not guaranty the privacy, security or authenticity of any Information so transmitted over or stored in any system connected to the Internet.

*****END OF SAAS SERVICES SCHEDULE*****

Customer Initial and Date: _____



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reimbursable expenses unless otherwise directed in writing by Customer. Except as may be expressly set forth in the applicable SOW, after such termination, Customer shall pay SirsiDynix fees for services

performed to the date of termination on a T&M basis together with any expenses reasonably incurred in connection therewith. The parties.

*****END OF PROFESSIONAL SERVICES SCHEDULE*****

In Process

Customer Initial and Date: _____



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At Will Addendum

This Addendum ("Addendum") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the signature page of this Amendment ("Customer"). The provisions of the Agreement ("Agreement"), including its incorporated schedules and addenda, are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.

The effective date of this Addendum shall be the date specified on the signature page of the Amendment ("Effective Date").

The above parties agree to the following:

1. **Definitions:** "Initial Term" and "Renewal Term" are defined in this addendum as they are in the Perpetual Software License and Maintenance Schedule and/or the SaaS Services Schedule as they refer to their respective services.

2. **Fees:** Customer acknowledges that SirsiDynix has provided Customer with Maintenance and/or SaaS Services at rates that represent a substantial discount from the rates that SirsiDynix would otherwise charge, along with certain discounted products or services, as the Initial Term or Renewal Term(s) of Maintenance and/or SaaS Services (each referred to individually as a "Term"), based on the assumption that Customer will remain a client for the whole of such Term. Customer therefore agrees that it is reasonable for Customer to pay a fee to SirsiDynix in the event of termination of Maintenance and/or SaaS Services services by Customer, other than due to breach by SirsiDynix, prior to the expiration the then-current Term. Such fee

shall be equal to (i) the difference of 8% of the total Maintenance and/or SaaS Services fees related to the prorated Maintenance and/or SaaS Services Term which is terminated early and the actual Maintenance and/or SaaS Services fees paid, plus (ii) the amount of discounts on Software, Content or Services (excluding the terminated Maintenance and/or SaaS Services) extended to Customer during the Maintenance and/or SaaS Services Term which is terminated early. Customer agrees that damages suffered by SirsiDynix in the event of early termination are not possible to determine and that the amount of such damages shall be the best approximation of such damages as determined by SirsiDynix. Customer agrees that it will pay such amounts within thirty (30) days of any early termination of the Maintenance and/or SaaS Services. Customer shall notify SirsiDynix in writing of its intent to terminate such Maintenance and/or SaaS Services not less than ninety (90) days prior to the date of termination and Customer is not eligible for any pro-rata credit or refund for unused partial year Maintenance and/or SaaS Services fees paid.

*****END OF AT-WILL ADDENDUM*****

Customer Initial and Date: _____

[Handwritten Signature] 12/24/11

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Quote for COALA Consortium

Reference number 43659

Summary of Pricing

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

Component	Price	2nd Year Amount
SirsiDynix Symphony SaaS subscription	38,250	38,790
Implementation Services	10,850	-
QUOTE TOTAL	47,100	38,790

Quote date: July 26, 2011

Quote valid until: December 15, 2011

Prices and products presented here are valid until December 15, 2011. The information contained herein is proprietary and intended only for the individual named above. To place an order for the above products and/or services, please sign and FAX this document to:

North America: (801) 765-6550

Australia: +61 3 9878 9163

UK: +44 (0) 1823 431847

or to (U.S.), +1 313 431 4313

In Process

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

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Quote for COALA Consortium

Reference number 43659

Detailed Pricing

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

Component	Price
SirsiDynix Symphony SaaS subscription	
SirsiDynix Symphony SaaS	36,250
Cataloging	Included
Circulation	Included
Public Access	Included
Z39.50 server	Included
Authority control	Included
Backup circulation	Included
Inventory	Included
Reports	Included
ReferenceLIBRARIAN	Included
SaaS User Level - 50 Staff seats	Included
Total SirsiDynix Symphony SaaS subscription	36,250
Implementation Services	
Data Migration	3,280
Installation	7,570
Total Implementation Services	10,850
QUOTE TOTAL	47,100

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

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Quote for COALA Consortium

Reference number 43859

Contact Information

Quote Information

Client name	COALA Consortium
Quote reference number	43859
Quote date	July 26, 2011
Quote valid until	December 15, 2011
License agreement number	

Client Information

Contact

Name	Craig Clark
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SirsiDynix Information

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