

**MASTER AGREEMENT
BETWEEN
SWAN CONSORTIUM SYSTEM WIDE AUTOMATED NETWORK (SWAN)
AND SIRSIDYNIX**

1. PURPOSE AND SCOPE

1.1 Parties and Effective Date. 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**”), with effect on the date of the last signature below (“**Effective Date**”).

1.2 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). 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(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

1.3 Incorporation of Quotes. “**Quote**” means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.

1.4 Incorporation of EULAs. Customer’s use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign and comply with, any applicable EULAs.

1.5 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent

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any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

2. PRODUCTS USE RIGHTS; 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 pursuant to a Quote.

2.2.1 Software License. Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, non-transferable and perpetual (subject to SirsiDynix termination rights pursuant to this Master Agreement) license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make 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** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products, as agreed to by the parties, for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

2.3.1 Subscriptions. For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with

Comment [EET1]: SD: This is fine.

Comment [EET2]: SD: This is fine.

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such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** 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. **2.3.3** 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. **2.3.4** 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

Comment [SKOG3]: SWAN is not comfortable AT ALL with the unencrypted traffic from the SaaS solutions to the on-premise ILS.

SD: SWAN will need to implement HTTP/SSL for internal encryption. To encrypt traffic to SD SaaS services, SWAN will need VPN services. The price for VPN services is listed in Schedule 1: Pricing for Optional Items. If there is alternate language you'd like to propose to address this here in the Master, please let us know.

Comment [SKOG4]: Will the SD VPN solution assure that there will be no unencrypted data?

SD: See above.

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rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) 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 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. **2.3.5** 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. **2.3.6** In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

2.4.1 Services. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of 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. 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

Comment [SKOG5]: SWAN needs to confirm this: if SWAN libraries collect Illinois Drivers Licenses in the patron record will this be a problem?

SD: We highly recommend against it due to privacy concerns. In any event, we won't change this language and if SWAN chooses to include DL's its data it may be exposing itself to risk. We recommend SWAN consult its own privacy attorney for guidance on this issue.

Comment [SKOG6]: What would the SD rate be for these charges?

SD: SirsiDynix has historically received bibliographic, item, serial and order information in a single MARC file. The authority data was delivered in a separate MARC file. All other data files were supplied in delimited ASCII format. These formats are included in the conversion cost. If the library supplies data not in MARC, documented delimited ASCII files or documented fixed length ASCII files, extra programming may be required at a rate of \$175/hr.

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providing secured access to Customer's systems to SirsiDyNix. SirsiDyNix alone shall decide whether such access is sufficient for the performance of Services.

2.5. Software Maintenance. **2.5.1** Subject to Customer's timely payment of applicable fees, SirsiDyNix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDyNix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. **2.5.2** Updates are provided if and when available, and SirsiDyNix is under no obligation to develop any future programs or functionality. **2.5.3** SirsiDyNix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDyNix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; ~~or (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v)~~ any systems or programs not supplied by SirsiDyNix. **2.5.4**

Comment [EET7]: SD: This is fine.

For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDyNix or by Customer or a third party. SirsiDyNix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases.

Comment [KTJlaw8]: We should find out what the rate would be for these charges.

SD: This will be the hourly rate we offered for Consulting. This only relates to customizations such as an OPAC or Enterprise customization that would need to be re-done after upgrading to the next version of the software as any customization is not guaranteed with the next release.

2.5.5 If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. ~~Customer may not purchase or renew Maintenance for a subset of its licenses only.~~ **2.5.6** If an Error was corrected or is not present in a more current release of the Product, SirsiDyNix shall have no obligation to correct such Errors in prior releases of the Software. **2.5.7** Fees for Maintenance Services do not include implementation, training and other Professional Services. **2.5.8** It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the Software.

Comment [SKOG9]: Is this for the Software Licensing only? SaaS Subscriptions do not apply here? E.g. SWAN cancels a subscription to one of the SaaS services after the 5 year agreement?

SD: Maintenance (and hence this section) is only applicable to Software, so you are correct that this section is inapplicable to SaaS Subscriptions.

~~Failure to do so could result in additional Maintenance fees if service requests are deemed excessive as a result of insufficient training, at SirsiDyNix's discretion.~~ **2.5.9 (deleted)** ~~In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal~~

Comment [EET10]: SD: This is fine.

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~~to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse.~~ **2.5.10**

For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and 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. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

2.6.1 Hardware and Hardware Maintenance. Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. 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. Such Hardware Maintenance may be provided through a third party.

2.7 License Metrics. Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics set forth in Schedule 1 are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The addition of a library or libraries to Customer will increase the License Metrics in accordance with Schedule 13. 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. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

2.8 Reservation of Rights. All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials. SirsiDynix and its third party providers retain sole and exclusive ownership and all

Comment [EET11]: SD: We do not agree to the removal of this sentence. With locally installed Software there is sometimes the incentive for Customers to go off of Maintenance and only come back once there is a problem. This fee addresses this problem and the extra costs associated with turning Maintenance back on and providing the Customer with all of the updates they missed in the meantime. We can, however, agree to reduce the reinstatement fee to 110%.

Comment [SKOG12]: Just to confirm, all hardware will be provided by SWAN, including the SVA server and the Dialogic cards. SD: Yes. This is our understanding, as well. We will not be providing any Hardware or Hardware Maintenance under the current Agreement (Quote). This would only apply in the event of an add-on Quote purchase for Hardware or Hardware Maintenance.

Comment [SKOG13]: During the initial negotiations, Brad Whittle noted that if SWAN were to add a new library, that library's metrics would be added to the 17.5 million as noted in the License Metrics definition. There is no language here that provides for that condition. SD: See my suggested edits. Let me know if this addresses your concern.

Comment [KTJlaw14]: Language added to address prior comment. SD: This is fine.

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rights, title, and interest in, including Intellectual Property embodied or associated with, the Protected Materials and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Protected Materials, 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 Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, 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 Protected Materials, 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 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; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials 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 except to member libraries or potential member libraries; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

Comment [EET15]: SD: We can agree to this addition.

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

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charge in a supported MARC and/or ASCII delimited format. SirsiDynix shall have the right to aggregate and retain non-personally identifiable 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 Master 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 Master Agreement.

3. FINANCIAL TERMS

3.1.1 Fees and Payment Terms. The Customer shall pay the amounts set forth in the Quote. ~~Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 30 days written notice in advance. 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. Notwithstanding anything to the contrary in the Master Agreement or the Quote, the Customer will make payment in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.~~ 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, Subscription Software 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.

Comment [SKOG16]: The Quote sets a 5-year agreement with zero % increases to Maintenance. SWAN would like to remove this. SD: This clause is meant to address renewal terms. Would you agree to changing this to "During Renewal Terms, SirsiDynix..."?

Comment [EET17]: SD: This is fine.

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3.3 No Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features except as set forth in the Schedules.

Comment [EET18]: SD: This is fine.

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 Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party, except as required by law.

Comment [EET19]: SD: This is fine.

4.2 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (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 is may be subject to the Freedom of Information Act, 5 ILCS 140/1 et seq. ("FOIA") -freedom of information legislation- and further acknowledges that FOIA such legislation may takes precedence over the confidentiality provisions of this section as they apply to Customer.

Comment [EET20]: SD: This is fine.

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

Comment [SKOG21]: What personal information should SWAN comply with as noted here? If we are legally responsible, what is the "personally identifiable information"?
SD: This is a good question, and we recommend SWAN consult its own privacy attorney for guidance on this issue.

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providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master 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. ~~To the extent allowed by law, SirsiDynix shall will~~ defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) 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 used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software 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 SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to ~~a n-equitable adjustmentrefund~~ in the fees paid for the affected SirsiDynix Software to the extent Customer is damaged by such adjudication. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

Comment [EET22]: SD: This is fine.

Comment [EET23]: SD: We can agree to your addition if we can add "to the extent...". Basically we're trying to ensure that a minor patent infringement affecting one small function of the Software would not result in a 100% refund.

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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 by a Customer user or (iii)~~ any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon ~~SirsiDynix~~: (a) ~~SirsiDynix~~ providing Customer with prompt written notice of such claim; (b) ~~SirsiDynix~~ providing ~~sole control of the defense and settlement of the action, suit or proceeding ("Suit") to Customer;~~ (c) ~~providing all available information and assistance relating to the Suit and reasonable cooperation with~~ Customer and ~~its counsel, at Customer's expense, in the defense and settlement of such claim; and (ed) does not compromise or settle such Suit; and (e) is not in material breach of any agreement with Customer. Customer having sole authority to defend or settle such claim.~~

Comment [EET24]: SD: We cannot agree to removing section (ii), but we propose alternate language as follows: "any claim by a Customer user resulting from the acts or negligence of the Customer".

Comment [EET25]: SD: This is fine.

7. WARRANTIES; REMEDIES; DISCLAIMERS

7.1 SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

Comment [SKOG26]: Does RMG believe 90 days is sufficient? Should it be longer? SD: Note that 90 days is standard for the Software industry, as it is Customer's Maintenance that will provide the ongoing protection to the Customer throughout the Term of the Agreement.

If 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 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 Software license and Customer will be entitled to ~~a refund of a equitable adjustment in the fees paid for the affected SirsiDynix Software to the extent Customer is damaged by such Error 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.

Comment [EET27]: SD: This is fine.

Comment [EET28]: SD: This is fine.

Comment [EET29]: SD: We can agree to your change provided that we can add language "to the extent..."

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7.2 SirsiDynix Subscriptions. SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

7.3 Response Time Warranty for Software and Subscription Transactions. During operation of Software and Subscriptions under normal business conditions during hours of operations of Customer in which the activities of users are not scripted to create pre-defined Transaction mixes for purposes of stress-testing Software and Subscriptions or the response-time performance or capacity of the Software and Subscriptions, Software and Subscriptions shall perform all interactive Transactions with average response times ≤ 2 seconds for users whose workstations are connected to the system server via a ≥ 100 mbps LAN segment.

On demand during the term of the Agreement, a thirty(30)-minute response-time test can be conducted by Customer to determine whether the Software and Subscriptions are meeting the above warranted response times using one (1) to three (3) workstations connected to the system server via a ≥ 100 mbps LAN segment. The transactions active at the time shall be those occurring under normal business conditions during hours of operations of Customer, and testing will be conducted in accordance with the provisions set forth in Schedule 3 Response Time Acceptance Test.

For the term of this Agreement, if Software and Subscriptions fail to perform within the contracted response-time performance levels or functions and capabilities, SirsiDynix will make whatever enhancement(s) to the System that is/are necessary to provide the contracted levels of performance and functionality as specified by this Agreement, within a reasonable time frame and at no cost to Customer.

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

7.5 Third Party Products. SirsiDynix warrants that it is an authorized distributor of the **Third Party Product and that**, with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

7.6 Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. 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.

7.7 Disclaimers. THE WARRANTIES SET FORTH IN THIS MASTER 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 PRODUCTS 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. 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 AND THAT NO FORM OF ENCRYPTION IS

Comment [SKOG30]: The EBSCO EDS is 3rd party integration that SD has provided and SWAN would like to have a copy of the EULA (not interested in modifying it).

SD: As it is an integration, there is no EBSCO EULA required for our Customers. Your own agreement with EBSCO will govern your use of their product.

FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

8. EXCLUSION AND LIMITATION OF LIABILITY

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

Comment [EET31]: SD: Our pricing is based, at least in part, on our allocation of risk as set up in our standard contract terms. While we cannot agree to remove section 8.1 in its entirety, we can change the fees paid from 12 months of 18 months during the Initial Term (reverting to 12 months during Renewal Terms).

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 AFTER THE TIME PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS ACCRUED.~~

Comment [EET32]: SD: As mentioned above, our pricing is based, at least in part, on our limitation of liability, which is preserved in part by this accelerated limitation period. We do not agree to your edit, but we can, however, agree to make this clause mutual and to extend it to 3 years.

9. TERM AND TERMINATION

9.1 **Term of Master Agreement.** Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

9.2 **Product and Services Term.** The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote (**"Initial**

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Term"). The Initial Term shall automatically renew for one year renewal terms unless either party gives written notice 60 days prior to the end of any previous Term of its intention to terminate the Subscription or Maintenance service part of the Subscription or Maintenance Service or the entire Master Agreement. The Initial Term and renewal terms are referred to as the "Term".

Comment [EET33]: SD: This is fine.

9.3.1 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~~ if the other party fails to contest or 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 Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished and SirsiDynix agrees to certify that it has

returned all Customer Data and acknowledges its rights to use the same are relinquished. ~~**9.3.3 Fees.** Customer acknowledges that, based on Customer's willingness to purchase Products for the Term, SirsiDynix has provided Customer with Products and Services at rates that represent a substantial discount from the rates that SirsiDynix would otherwise charge, along with certain other free or substantially discounted products or services. Customer therefore agrees that it is reasonable for Customer to pay a fee to SirsiDynix in the event of early termination for any reason, which becomes effective upon any date prior to the end of the last year of the Initial Term or prior to the end of any renewal term. Such fee shall be equal to 50% of the remaining value of the then-current Term of the Products or Services, as applicable. Customer agrees that damages suffered by SirsiDynix in the event of such early termination are difficult or impossible to determine and that the above amount is intended to be a reasonable approximation of such damages and not a penalty. Customer agrees that it will pay such amounts within thirty (30) days of any such early termination. Customer shall notify SirsiDynix in writing of its intent to terminate not less than sixty (60) days prior to the date of termination and Customer shall not be eligible for any pro-rata credit or refund for unused partial year fees paid.~~

Comment [EET34]: SD: We cannot agree to your addition as some Customer Data will remain in backups as that information is interwoven across many generations of media. However, we can commit to keeping Customer Data from being restored to a SD online environment or being released outside our control. What if we say "SirsiDynix agrees to certify that Customer Data found in back-ups will not be restored to a SirsiDynix online environment nor be released beyond SirsiDynix's control."

Comment [EET35]: SD: SirsiDynix is offering discounted rates in exchange for the long term commitment of the customer. Should the Customer have budgetary concerns, we can offer alternative language in the form of a non-appropriations clause as follows: **9.3.4 Non-Appropriation of Funds.** If for any given fiscal year the library loses all funding, the Master Agreement will be suspended at no penalty to Customer, upon SirsiDynix's receipt of written notice ninety (90) days prior to the renewal period. Such notice will not relieve Customer of payments then owing. Customer shall not purchase similar materials, supplies, services, or items of equipment during the anticipated life of the terminated Master Agreement without notification to SirsiDynix and reinstatement of the terminated Master Agreement.

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9.4. Suspension. ~~SirsiDynix will be entitled to suspend any or all performance upon 10 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further,~~ SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. ~~SirsiDynix may impose an additional charge to reinstate service following such suspension.~~

Comment [EET36]: SD: While we cannot agree to remove this provision, we can agree to extend the notice from 10 days to 20 days.

Comment [EET37]: SD: This is fine.

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 once the Force Majeure event has ended. ~~This provision does not relieve Customer of its obligation to make payments then owing.~~

Comment [EET38]: SD: Please help us to understand your concern with this clause – would adding "once the Force Majeure event has ended" resolve your concerns? It is our position that the Force Majeure clause would suspend obligations, but not wipe out obligations after the FM event is over. For example, a FM event might delay Customer payment, but the payment would still be owed once the FM event was over. If you would like to suggest alternate wording that would provide you reassurance in this regard please let us know.

10.2 Assignment. SirsiDynix may assign the Master 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 Master 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 its obligations hereunder 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 solely by Customer and ~~resulting~~ in SirsiDynix incurring additional reasonable expenses attributed solely to Customer's delay, the Customer shall pay to SirsiDynix the amount of such additional reasonable expenses.

Comment [EET39]: SD: We are concerned by the removal of this clause as in our experience this is an important protection to us to prevent the Customer from delaying implementation. Perhaps we could modify this to include a cure period -- such as where Customer delays providing cooperation for 90 days then SirsiDynix can deem the product purchased accepted and delivered?

Comment [EET40]: SD: This is fine.

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~~10.4 (DELETED). 10.4 — Delegation. 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.~~

Comment [EET41]: We would like to keep this clause, but add "with Customer's consent, not to be unreasonably withheld."

10.5 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 Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.6 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.

10.7 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.

10.8 Compliance. During the term of this Master Agreement ~~and 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, 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 Products and interest fees related to usage in excess of the License Metrics.

Comment [KTJlaw42]: SD should provide information about what they seek to verify and why we should permit this for a period of one year after the Master Agreement has been terminated.
SD: Typically we are looking to verify compliance with the license metric. But we can agree to remove "and for a period of one year following its termination."

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10.9 Notices. Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email to SirsiDynix at legal@sirsidynix.com, or by email to Customer at help@swanlibraries.net ~~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 Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

Comment [EET43]: SD: This is fine.

10.10 Relationship. The Master 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.

10.11 Invalidity. If any provision of the Master 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.

10.12 Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 1, ~~2-7~~, 2.8, 2.10, ~~2-12~~, 3, 4, 5, 6, 7, 8, 9, and 10.

Comment [EET44]: SD: This is fine.

10.13 No Waiver. Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master 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 Master 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 Master 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.

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10.14 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. 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 Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

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

10.16 Governing Law and Venue. The Master Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Illinois to whose exclusive jurisdiction the parties hereby consent. In addition, the parties hereby waive any objection based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

10.17 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master 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.

10.18 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 Master Agreement, and that facsimile, electronic and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

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

10.20 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 costs.

END OF MASTER AGREEMENT

<u>SWAN Consortium System Wide Automated Network</u> 125 Tower Drive Burr Ridge, IL 60527	Sirsi Corporation SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Exhibit A - DEFINITIONS

“**Circulation**” 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. Library Items include items with a MARC record in the ILS, which include, but are not limited to, digital content such as eBooks.

Comment [SKOG45]: SWAN requests that renewals not be used as a metric, as our consortium of libraries vary on this practice if it counts as annual circulation.

SD: SirsiDynix requests that renewals remain in the definition of circulation, as our pricing is based on circulation, and renewals are measured transactions in our ILS and thus reflective of the relative burden of customers who use a Subscription. We can, however, agree to add: “Notwithstanding the foregoing, it is agreed that Customer’s Circulation will be measured by the aggregate circulation numbers reported by SWAN member libraries to the State Library annually.”

“**Confidential Information**” includes 1) Customer Data, and 2) information of SirsiDynix and/or its licensors which 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, and 3) 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**” is the organization identified in the signature block of this Master Agreement.

Comment [SKOG46]: Added by SWAN for clarification, particularly since SWAN is a consortium of libraries. Attorney made changes throughout the accompanying schedules from “Library” to “Customer” for consistency. SD: This is fine.

“**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.

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“**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**” is defined in section 1.1.

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

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

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

“**Hardware**” means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix, or purchased directly by Customer from third party providers.

“**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.

“**Internal Business Purposes**” means Customer’s and SirsiDynix’s internal use but does not include (1) sharing the other party’s Confidential Information or Intellectual Property with third parties without the other’s

Comment [SKOG47]: SWAN suggests a separate schedule/rider be created and agreed up on to define what constitutes Go Live Date. This is an area where both SirsiDynix and SWAN will have some disagreement. For example, SWAN would define Go Live to include Symphony, Enterprise and eResource Central, but not necessarily include Portfolio. There are many products included in the Quote. SD: A Schedule seems unnecessary, what if we just add “respective” as I have done and wherever “Go Live” appears we will specify the Product it’s tied to. I have clarified in the milestone related to Maintenance renewals (Schedule 8) that this Go Live Date is the Symphony Go Live Date.

Comment [EET48]: SD: Our Master Agreement provides that “SirsiDynix warrants that it is an authorized distributor of the Hardware.” which may or may not be true for any given hardware purchased by the Library. Would you help me to understand the concern that you’re trying to address with this edit?

written consent or (2) integration of third party products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

“**License Metrics**” means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports. At the signing of this Master Agreement, Customer’s License Metrics include:

- SirsiDynix software is licensed based upon annual circulation. Customer is licensed for up to 17,500,000 annually circulated items; an increase in circulation beyond the number noted requires additional license fees in accordance with Section 10.8 of the Master Agreement and the Add-on Pricing set forth in Schedules 1.

- NCIP is based upon certified vendors. Customer is authorized for 1 certified vendors; an increase in the number of certified vendors requires additional fees.

- Enriched Content is based upon annual circulation. Customer is licensed for up to 16,000,000 annually circulated items; an increase requires additional licenses.

Additional License Metrics may be added in accordance with the Add-on Pricing set forth in Schedules 1 and 13 through Quotes executed between the Parties subsequent to the execution of this Master Agreement.

“**Maintenance**” means the technical support and, with respect to Software, the 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 Schedule 11. “SirsiDynix Support Policies” (Document ID 125773) at <http://support.sirsidynix.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, Subscription Software, Services and Hardware purchased from SirsiDynix.

Comment [SKOG49]: SWAN requests these additional license fees be defined in Schedule 1 “Pricing for Optional Items” or in a unique schedule outlining possible fees.
SD: See the additional language we propose and note that we have put together this pricing as per your request in Schedule 1.

Comment [SKOG50]: SWAN removed the Enriched Content from the Quote during negotiations. The use of B&T Syndetic Solutions will remain a negotiated provider directly with the SWAN organization. Removed from this Master Agreement.
SD: This is fine.

Comment [SKOG51]: This is a concern for SWAN if the organization were to pass the 17.5 million threshold during the 5 year agreement, and have no assurances on cost for licenses.
SD: We added language so that this would cover metrics purchased directly in Schedule 1 or by adding Libraries as per Schedule 13.

Comment [SKOG52]: Now included in separate Schedule 11 “Global Customer Support Knowledgebase Article 125773”
SD: This is fine.

“**Professional Services**” means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

“**Protected Materials**” means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix’s or its licensors’ Intellectual Property and SirsiDynix’s Confidential Information.

“**Quote**” is defined in Section 1.3.

“Schools” means K-12 institutions within a recognized school district. The number of libraries within a School will represent the metric used for pricing.

Comment [SKOG53]: The metric for pricing Schools should be defined. SWAN is proposing that the number of libraries within a School district. Final wording pending attorney review. SD: This add-on pricing is found in Schedule 13C.

“**Services**” means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

“**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 the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content. Any SirsiDynix SaaS hosting providers will be located in the United States.

“**Subscription Software**” means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

“System” means the quoted proposal from SirsiDynix and Third Party Software.

Comment [SKOG54]: Throughout Schedule 3, System is noted but is not defined. See “Quote” definition. SD: This is fine.

“**Term**” is defined in section 9.2.

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“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 Products” means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

“Transaction” is defined as a complete unit of work achieved by an individual using an online workstation in interactive mode. Such unit of work will consist of one (1) or more inputs by the individual, and a responding output by the system for each input. Each input will consist of one (1) or more characters of information resulting from a keystroke or operation of a label-reading device such as a light-pen or laser scanner. Each response by the system will consist of one (1) or more characters of information transmitted to the workstation at which the individual made the corresponding input. Complete units of work that constitute Transactions include, but are not limited to, the following:

- check-in
- check-out
- renewal inquiry (of any type)
- patron record input
- patron record update
- bibliographic record input
- bibliographic record update
- authority record input
- authority record update

File: SWAN Consortium

A given Transaction is completed once the individual at the workstation has received the last character of response from the system (other than a "transaction in process" response) at the point where no more inputs or outputs are required to complete a unit of work.

Some Transactions may require more than one (1) input and more than one (1) output in order to complete a unit of work. Examples include, but are not limited to, checkout of a single book volume; conduct of a complex inquiry; printing transaction receipts.

“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, modules, platform or functionality 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.



Quote 67255 for:

SWAN Consortium

New Customer: ILS - New ILS RFP

Prepared by:
Jeff Myers
Field Sales Consultant
SirsiDynix

Quote Date: January 27, 2014

Quote Valid Until: April 27, 2014

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Quote Information

General

Platinum Services includes unlimited mentor users.

* Custom Services

DESCRIPTION OF CUSTOM TRAINING PACKAGE

Summary

- Unlimited eLearning subscriptions for access to the self-paced trainings.
- 11+ days of onsite training (staff-facing software areas: Circulation, Cataloging, Reports, Acquisitions, etc.).
- 8+ days of private online/instructor-led training (Symphony Administration, OPAC Configuration, etc.).

Introduction

The goal for SirsiDynix training classes is to educate the library to use SirsiDynix Software with confidence. SirsiDynix training classes are instructionally designed to explain and demonstrate the functionality in SirsiDynix Software, in order to provide the library personnel with the knowledge to use the Software successfully. SirsiDynix recommends a blended training approach to include three different types of training: online/self-paced training, onsite training, and online/instructor-led/"webinar"-type training.

Unlimited eLearning Subscriptions

Description: The library of online/self-paced classes in SirsiDynix Mentor cover dozens of different topics, from basic/introductory/overview sessions (such as WorkFlows Essential Skills and Cataloging Basics) to trainings for specific administrative topics (Enterprise Book Lists) and trainings on new features and releases (What's New in SirsiDynix Symphony 3.4). Self-paced classes generally take 20-30 minutes per session. Access to self-paced trainings is provided for an unlimited number of users through your Platinum services Subscription; these Subscriptions allow each of the licensed users to have unlimited repeat viewings of any required self-paced trainings during the subscription period. These repeat viewings allow the users to watch the initial self-paced training classes (such as Circulation Basics) early in the implementation/configuration process, and again as a refresher prior to the onsite training, and again as a refresher at the time of go-live.

Onsite Training

Description: Onsite classes will vary in duration depending upon the amount of

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material to cover. (For example, a Serial Control training class would run for a full training days, 6 hours; but Report Basics would require only a half-day, 3-hour class.) Onsite training classes are led by a single SirsiDynix trainer, with a maximum class size of 10 attendees per session. (This class size provides the best learning experience for the participants, so that they have time to complete practice exercises and so that they have sufficient time with the trainer for Q&A.) For SWAN consortium training needs such as cataloging, a single class session on Cataloging & Authority Control may be enough to train all of the necessary personnel. For other topics such as Acquisitions, SirsiDynix can either include additional repeat sessions to train all of the necessary personnel or teach the class once in a "train the trainer" model (in which the SWAN consortium would identify a key group of staff to attend the training and who are then responsible to train the other staff); the standard training plan includes one session for each topic (to be taught "train the trainer" as needed).

For SWAN consortium, this would include 11+ days of onsite training, for one session on each topic (Circulation, Cataloging, Reports, Authority Control, Acquisitions, Serial Control, Academic Reserves, Materials Booking, StaffWeb Interface, Collection Exchange, Enterprise End User Interface, Inventory, and MobileCirc training).

Private Online/Instructor-Led Training

Description: During the initial training & installation period, online/instructor-led classes would generally be scheduled as "private" sessions, for SWAN consortium only. Private online/instructor-led classes can support up to 8 online connections/registrations per session. (Some libraries will use a single connection in a conference room with a speakerphone and a PC with a projector, so that 5 or 6 people can see that session from one branch library while others connect from other branches.) Private online/instructor-led training would be scheduled for classes on system configuration and other administrative topics.

For SWAN consortium, this would include 8+ days of private online/instructor-led training, for one session on each topic (Symphony Administration, StaffWeb Administration, e-Library Configuration, Enterprise Configuration, Reports Administration)

In addition, SirsiDynix also regularly schedules ongoing online/instructor-led training sessions (as "group" sessions that are open to any SirsiDynix libraries, and which are priced per registration/connection).

Statement of Work Custom Consulting - Reports

Specification

SirsiDynix Consulting Services write several custom reports to accommodate specific needs for SWAN Consortium. The following has been identified as custom reports required by SWAN.

- Custom Hold Cancellation Notice report: The report will be based on the existing hold cancellation report in Symphony with the added feature of setting items to MISSING if specific criteria are met.

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- Custom Billing Notice: The report will be based on the existing bill notice report with the added feature of including a processing fee.
- Custom Statistics Reports: The report will be based on the existing statistics reports with added calculations.
- Custom Order Purge Reports

Limits

SirsiDynix guarantees this custom work for the version of Symphony currently installed on the customer's system. SirsiDynix cannot guarantee compatibility with future releases. In the unlikely event it should break, updating custom work to be compatible with a later release will attract additional fees.

The customer is required to start testing within 10 days of delivery (on a delivery date agreed with the Project Manager) and to complete testing within 30 days. Any problems reported or changes requested after the 30 day testing period will attract additional fees.

All work to be delivered remotely. Remote access complying with SirsiDynix Consulting Services Access Requirements is a prerequisite.

Time Estimate

Not to exceed 40 hours

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Purchase Details

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

Component	Year 1	Year 2
SirsiDynix Software	200,930	185,875
SirsiDynix Test Software	30,000	20,000
Services	90,000	-
Platinum Services	15,000	15,000
Enterprise	Included	-
Portfolio	Included	-
Other Services	72,000	2,000
Total	407,930	222,875

Initial Term of Maintenance and SaaS Services: Five (5) Years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 0% 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 all Customer's active assets on Maintenance. However, SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services by more than 10% in a given calendar year.

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.

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Detailed Pricing

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

Component	Price
SirsiDynix Software	
SirsiDynix Symphony	200,930
Cataloging	Included
Circulation	Included
Public Access	Included
Oracle embedded license	Included
Z39.50 server	Included
Authority control	Included
Backup circulation	Included
Inventory	Included
Reports	Included
ReferenceLIBRARIAN	Included
Academic Reserves	Included
Acquisitions	Included
9xx	Included
Electronic Data Interchange (EDI)	Included
Vendor Integration Protocol (VIP)	Included
Debt Collection Agency Interface	Included
Collection Exchange	Included
Materials Booking	Included
NCIP Interface	Included
Serials	Included
SirsiDynix Single Sign-On Annual Subscription	Included
SmartPORT (unlimited)	Included
SmartSOURCE Network Access	Included
SirsiDynix SMS Notification for Symphony - 250K Message Package	Included
Public StaffWeb	Included
Test System	30,000
Unicode Server Extension Test System	Included
Universal SIP2	Included
BLUEcloud Analytics, Annual Subscription	Included
BLUEcloud MobileCirc, Annual Subscription	Included
SirsiDynix BookMyne+, Annual Subscription	Included
SirsiDynix Social Library	Included
SirsiDynix eResource Central Gateway Services - Annual Subscription	Included

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Detailed Pricing

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Component	Price
SirsiDynix eRC Connector for 3M - Annual Subscription	Included
SirsiDynix eRC Connector for Baker and Taylor - Annual Subscription	Included
SirsiDynix eRC Connector for EBSCO - Annual Subscription	Included
SirsiDynix eRC Connector for OverDrive - Annual Subscription	Included
SirsiDynix eRC Connector for Recorded Books - Annual Subscription	Included
EDS Web Services Bundle	Included
Total SirsiDynix Software	230,930
Services	
Data Migration	50,000
Installation	30,790
Consulting	9,210
Total Services	90,000
Platinum Services	
Platinum Premier	15,000
<p>Training Unlimited access to online eLearning training courses for a unlimited SWAN staff 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</p> <p>Best Practices and Custom Consulting Dedicated Library Relationship Manager Annual review and account planning 20 custom consulting hours SureSailing monthly 20% discount on additional consulting hours</p> <p>Customer Service and Support 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</p> <p>APIs</p>	

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Detailed Pricing

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Component	Price
Access to all SirsiDynix APIs and training Data Enhancement Services Update MARC records with full SmartSOURCE service Quarterly Authority update service Authority Processing 10% discount	
Total Platinum Services	15,000
Enterprise	
SaaS Enterprise Annual Subscription	Included
Total Enterprise	Included
Portfolio	
SirsiDynix Portfolio, SaaS Annual Subscription - Up to 10K assets/100GB Disk	Included
Total Portfolio	Included
SVA	
Telephone Messaging SVA Software -8 Port	Included
Telephone Messaging SVA Per Line Fee	Included
Realspeak Software Licenses for SVA	Included
Telephone Messaging Software Maintenance	Included
SVA Additional Language Screens (Spanish)	Included
Intel Dialogic Telecom Board	Included
Total SVA	Included
Other Services	
Authority Ongoing Update Service setup fee	Included
Authority Annual Subscription - Monthly Update Service	Included
Reading Information Initial One-Time Run (One Program)	Included
Annual Update Service for Reading Information	2,000
Additional Services Management	Included
Custom Consulting (distance) *	Included
Custom Project Management *	Included
Custom Distance Training *	70,000
Total Other Services	72,000
QUOTE TOTAL	407,930

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Component Descriptions

SirsiDynix Software

SirsiDynix Symphony

SirsiDynix Symphony's Core Package includes Cataloging, Circulation, and Public Access modules. Additional functions include: an Oracle or MSSQL embedded license, 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.

ReferenceLIBRARIAN

SirsiDynix Symphony ReferenceLIBRARIAN: Enhances the Public Access Catalog with Kids' Library, Find-it-Fast, and Have-You-Read pre-defined searches.

Academic Reserves

SirsiDynix Symphony Academic Reserves allows staff to handle Course Reserves using the same commands employed in the Circulation module and allows searching of Reserves material by course and instructor in the staff and public access interfaces.

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 ?V 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.

9xx

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

Electronic Data Interchange (EDI)

Electronic Data Interchange (EDI) facilitates electronic communication with your materials vendors. EDI supports the claim/claim response, invoice, and functional acknowledgment transactions and can electronically transmit and receive information using the X12 protocol.

Vendor Integration Protocol (VIP)

VIP uses web services to connect to databases of participating book vendors (currently supports: Ingram, Baker, Taylor, BWI and ULS) to check item availability, and begin order creation. VIP is available for SirsiDynix Symphony versions 3.3+.

Debt Collection Agency Interface

SirsiDynix Symphony Debt Collection Agency Interface includes debt collection reports that output information on overdue fines, bills, and referral fees. This interfaces directly with Unique Management and is priced for each participating institution.

Collection Exchange

SirsiDynix Symphony Collection Exchange auto-selects items to be moved from location to location to optimize circulation based on locations' interests and associated profiles and collection development goals.

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Component Descriptions

Materials Booking

SirsiDynix Symphony Materials Booking enables booking, circulation, and maintenance of equipment, rooms, and nonprint materials.

NCIP Interface

SirsiDynix Certified Solutions Providers offer NCIP-certified products to our customers. We certify that their products are compliant. This interface is priced per vendor.

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.

SirsiDynix Single Sign-On Annual Subscription

Single Sign-On feature for Symphony e-Library using the Central Authentication Service (CAS) protocol. Minimum requirement: SirsiDynix Symphony 3.4.1 Service Pack 1 and above.

SmartPORT (unlimited)

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.

SmartSOURCE Network Access

SmartSOURCE is a SirsiDynix-hosted bibliographic and authority record database. With SmartSOURCE and its companion product, the SmartPort™ cataloging utility, librarians can extract any of the 11.5 million Library of Congress (LC) bibliographic records and 8.1 million authority records that SirsiDynix maintains. LCAUTH and LCMARC records are more easily accessed through SirsiDynix, because we house the databases at our own data center. So you won't be frustrated by congested ports or timed-out sessions that end your connections abruptly. In addition to the LC Name and Subject authority entries, the authority database also includes 6.4 million "See" references, 650,000 "See Also" references, and 550,000 scope notes to assist users in locating subject headings and names needed.

SirsiDynix SMS Notification for Symphony - 250K 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 250,000 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.

Public StaffWeb

SirsiDynix Symphony StaffWeb for Public Libraries is an optional interface for use alongside or in addition to the current SirsiDynix Symphony, Java-based staff clients. The simplified web interface is designed to require very little staff training and accesses select staff functions via a standard Internet browser.

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.

Unicode Server Extension Test System

SirsiDynix Symphony Unicode Server Extension Test System enables staff users to load, input, index, and display MARC records containing

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Component Descriptions

both the Roman characters and the non-Roman characters used in languages such as Arabic, Chinese, or Russian. This license enables you to test policy changes and configurations before applying the changes to your Unicode-compliant production system.

Universal SIP2

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

BLUEcloud Analytics, Annual Subscription

Minimum requirements: Symphony 3.3.1 or Horizon 7.3.3. BLUEcloud Analytics provides a web-based, cloud-hosted suite of data-mining and OLAP tools with the following functionality: • Unique view of data warehouse for analysis of your institution, collections, and users • Supports advanced and predictive analysis to establish trends and patterns • Presentations for effectively communicating to boards and administrators • Drill anywhere capabilities, users can view summary-to-detail-level data • Robust security, flexible information distribution/collaboration, and easy self-service analysis • Ability to print, download, and e-mail data and graphs in a variety of formats (Microsoft Excel® and PowerPoint®)

BLUEcloud MobileCirc, Annual Subscription

MobileCirc enables library staff to work wherever they are, with or without a data connection. Features include: - Mobile circulation. Perform common tasks like check-ins, checkouts and renewals. Register new users by scanning driver's license (selected regions only) or by manually entering user information. - Flexible inventory. Integrates with Bluetooth scanners to make taking inventory faster and easier. - Efficient shelving. Provides real-time lists of candidates for weeding and items needed to fill holds. MobileCirc lists include filters designed specifically for library staff. Requires SirsiDynix Symphony 3.4.1 SP2 and SirsiDynix Symphony Web Services 3.5 or higher, OR, Horizon 7.5.2 and Horizon Web Services 2.0.

SirsiDynix BookMyne+, Annual Subscription

Minimum requirements: SirsiDynix Symphony 3.3.1 with Symphony Web Services 3.3 and above, or, Horizon 7.5 with Horizon Web Services 1.1 and above. Includes custom app title, app icon, and splash screen. In addition, each library listing's custom title bar color, title bar image, background color, library information button, bookshelf image, social media integration and RSS feeds. Customer will receive one app customization and corresponding Apple App Store submission on installation. Additional customizations and Apple App Store submissions are available for an additional fee.

SirsiDynix Social Library

A native Facebook application that provides the features and functionality of Facebook: Like, Share, and invites into the Library experience from the Library's home Facebook page. Patrons will be able to perform multiple OPAC actions: access the catalogue search, login, place holds, view My Account data, pay fines and fees. Requires Web Services to be installed.

SirsiDynix eResource Central Gateway Services - Annual Subscription

Minimum requirements: SirsiDynix Symphony 3.4.1 or Horizon 7.5.1 and above. eResource Central Gateway Services provides eBook integration which allows libraries to provide seamless access to all library resources via a single user interface. Open Library and Project Gutenberg content is available and included with this service.

SirsiDynix eRC Connector for 3M - Annual Subscription

Provides access through SirsiDynix eResource Central Gateway Services to the approved content of one 3M main account. It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

SirsiDynix eRC Connector for Baker and Taylor - Annual Subscription

Provides access through SirsiDynix eResource Central Gateway Services to the approved content of one Baker and Taylor main account. It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

SirsiDynix eRC Connector for EBSCO - Annual Subscription

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Component Descriptions

Provides access through SirsiDynix eResource Central Gateway Services to the approved content of one EBSCO main account. It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

SirsiDynix eRC Connector for OverDrive - Annual Subscription

Provides access through SirsiDynix eResource Central Gateway Services to the approved content of one OverDrive main account. It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

SirsiDynix eRC Connector for Recorded Books - Annual Subscription

Provides access through SirsiDynix eResource Central Gateway Services to the approved content of one Recorded Books main account. It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

EDS Web Services Bundle

Services

Data Migration:

Deluxe Data Migration Package

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 MARC exchange (ISO 2709) format; item data attached to the bibliographic records as tags or in a separate defined ASCII file; • Circulation: patron, and circulation transactions (current charges, unpaid bills, and active 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. All data must be provided by the Licensee in a viable format in accordance with Implementation Plan deadlines. Included in the package: • One instance only of each data type • One test load and one production load only

Installation:

Product Delivery

Core Software Installation

Software installation for SirsiDynix Symphony. Includes installation of Oracle or MS SQL, Cataloging, Circulation, Z39.50 and OPAC.

SirsiDynix Single Sign-On Installation

SmartPORT/FirePORT Configuration

Activation of SmartPORT/FirePORT. Includes configuration of default Library of Congress gateway only.

SIP2 New Software Installation

Installation of SIP2 software. Installation is for new SIP2 installations only. Price includes configurations of one SIP2 port. Additional ports are required based upon statistical needs with self check units.

Test System Software Installation

Includes installation of Oracle (if applicable) and 1 production to test server copy over. If purchased with a new core software installation, 2 production to test server copy-over's are included. The first after the test data is loaded and the second to be performed after the final data load is completed. Additional production to test copy over's are available, billed separately.

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Component Descriptions

BLUEcloud Analytics Installation

BLUEcloud MobileCirc Installation

SirsiDynix BookMyne+ Installation

Includes insertion of supplied parameters and images into BookMyne code, generation of custom build, and submission of the build to the application store.

SirsiDynix Social Library Installation

Includes Web Services configuration, Library Directory configuration, and enablement of SirsiDynix Social Library installation

SirsiDynix eRC Gateway Services Installation

Includes installation and configuration of SirsiDynix eResource Central Gateway Services and one eRC connector.

SirsiDynix eRC Additional Partner Setup

Includes configuration of one SirsiDynix eResource Central Partner.

Project Management

Standard ILS Migration - from non-SirsiDynix automated software

Project Management Service for a Standard ILS Migration from a Non-SirsiDynix owned platform 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.

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.

Core Module Add On (Tier 3)

Tier 3 Project Management Services for the implementation of new/additional modules either during an ILS Migration or as a standalone add on order for an existing installation: Debt Collect, StaffWeb, Library's Favorites, iBistro/iLink/eLibrary

Core Module Add On (Tier 4)

Tier 4 Project Management Services for the implementation of new/additional modules either during an ILS Migration or as a standalone add on order for an existing installation: Collection Exchange

Project Management - SirsiDynix Single Sign-On

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.

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Component Descriptions

Test Instance

Project Management Services for Test Instance

Project Management - BLUEcloud Analytics

Project Management Services for the implementation of BLUEcloud Analytics.

Project Management - BLUEcloud MobileCirc

Project Management Services for the implementation of BLUEcloud MobileCirc.

Project Management - SirsiDynix BookMyne+

Project Management Services for the implementation of SirsiDynix BookMyne+.

Project Management - SirsiDynix Social Library

Project Management Services for the implementation of SirsiDynix Social Library

Project Management - SirsiDynix eResource Central

Consulting:

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 data load, the SirsiDynix consultant will work with the library to review data as well as prepare the system for strategic functions such as standalone and notice generation for go-live. Sessions not to exceed 50 hours.

NCIP SureStart-3

NCIP SureStart-3 is designed to provide expert guidance for the library project team members in setting up and configuring the NCIP Responder. In three sessions, a SirsiDynix consultant will work with the library project team to review and complete a form containing required NCIP policy decisions, input these settings into our configuration files and, finally, assist with testing the final configuration.

Unicode Planning/Implementation Workshop

The purpose of the Unicode Planning/Implementation Workshop is to offer all clients who purchase the Unicode Server Extension License a workshop to ensure their library staff and patrons have a positive and successful transition to Unicode functionality. The workshop consists of two ½ day webinar planning sessions. A workshop will be held for each site (maximum of 10 participants). The initial webinar will be scheduled prior to the site beginning work with a project manager with the follow-up session scheduled a minimum of one week later.

SureStart-12

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

Consulting Support for Library's Go-Live, On-site

The purpose of a On-Site Go Live Consultant visit is to have an expert available to answer questions from members of the library staff, assist the System Administrator and make sure the staff is prepared to handle the day-to-day tasks using the new software.

Platinum Services

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Component Descriptions

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 an unlimited SWAN Staff 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: dedicated Library Relations Manager with annual review and account planning, 20 hours/year custom consulting for custom reports, global database changes, data transfers, portal customization or integration with other software products, monthly 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
- APIs: access to all SirsiDynix APIs and training, including new releases and upgrades, as well as API support and training during your maintenance term
- Database Enhancement Services: MARC records update with full SmartSOURCE service, authority update service (quarterly updates - must have authority processing done within past 18 months), 10% discount for authority processing services

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.

SirsiDynix Enterprise Project Management

Project Management Services for the implementation of SirsiDynix Enterprise

Portfolio

SirsiDynix Portfolio, SaaS Annual Subscription - Up to 10K 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

This quote is hereby fully incorporated into the Master Agreement.

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Component Descriptions

Development (JDK). In addition; it includes the installation of Web Services for sites using SirsiDynix Symphony.

Portfolio SureStart-3

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

SirsiDynix Portfolio Project Management

Project Management Services for the implementation of SirsiDynix Portfolio

Telephone Messaging SVA Software -8 Port system

Telephone Messaging SVA Per Line Fee

Realspeak Software Licenses for SVA

Telephone Messaging Software Maintenance

SVA Additional Language Screens (Spanish)

Telephone Messaging Software Installation

Includes installation and configuration of the telephone messaging software.

Consulting - Telephone Messaging (SVA), Distance, up to 3 hours

Telephone Messaging (SVA) Consulting is intended for libraries setting up and configuring SirsiDynix Voice Automation (SVA). This session focuses on the setup of SirsiDynix Voice Automation voice messages and menus, call schedules and notification reports. By the end of the session, the site will know how to: * Set up the automated voice messages patrons will hear when calling in or when receiving calls. * Create a calling schedule based on days of the week and times during the day. * Run SirsiDynix Symphony reports that create communication and notice records which SVA uses to call designated patrons. * Schedule reports that will contact patrons by email or paper if SVA calls are not successful. * Monitor call information and statistics via reports. * Update user records so that SVA can contact particular patrons. * Blend SVA-type reports with other SirsiDynix Symphony notice reports. * Review key concepts of the SVA server, such as the SVA service and the SVAconfigure.exe program.

Telephone Messaging Project Management

Project Management Services for the implementation of Telephone Messaging

Intel Dialogic Telecom Board

Other Services

Data Migration:

Authority Ongoing Update Service setup fee

*This fee is required unless the Ongoing Authority Update Service is purchased along with SirsiDynix Authority Processing

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Component Descriptions

Authority Annual Subscription - Monthly Update Service

The SirsiDynix Authority Update Service is designed to maintain the currency of the library's database of Library of Congress authority records with minimal staff intervention. New LC records are provided when available to match unauthorized headings in the library's bibliographic catalog and updated LC records are provided when Library of Congress revises records which the library already owns. The Update Service automatically loads new and updated records directly into the library's database. Part 1: Authority Record Update Service. SirsiDynix maintains a list of the LC authority records in the library's database, updating the list with each monthly processing cycle. When LC changes a record which the library owns, an automated report uploads a copy of the updated authority record to the customer's server and loads it into the database. Part 2: Authorize Unmatched Heading Service. With each monthly processing cycle, an automated report identifies all previously unauthorized headings in the library's bibliographic database and transfers the list to SirsiDynix. These are compared to new authority records released by Library of Congress. Matching authority records are returned to the library and loaded into the library's system. Part 3: Authorize New Heading Update Service. With each monthly processing cycle, an automated report identifies all newly added bibliographic headings which do not have matching authority records and transfers the list to SirsiDynix. These are compared to all current LC and NACO authority records. Matching authority records are returned to the library and loaded into the library's system. The Authority Update Service requires that the library's system has access to the internet. For further details on required access, please contact SirsiDynix.

Reading Information Initial One-Time Run (One Program)

SirsiDynix will identify Accelerated Reader quiz information OR Lexile Measures which match records in the library's bibliographic database. Accelerated Reader: SirsiDynix will identify each bibliographic record in the library's database which has Accelerated Reader quiz information available, and which does not already contain the information. Field 526 will be added to the library's record, providing the Accelerated Reader quiz number, reading level, interest level, point value, and Accelerated Reader supplementary notes. Lexile Measures: For each Lexile value identified, SirsiDynix will add field 521 to the library's record, providing the Lexile information. This service does not require records to be extracted and reloaded to the library's database.

Annual Update Service for Reading Information

After Accelerated Reader Reading program information and/or Lexile Measures data has been added through the Reading Information: Initial Run, the subscription service identifies new Accelerated Reader quizzes or Lexile data which match records already in the library's database and quizzes or data which match new bibliographic records recently added to the library's database. Accelerated Reader: For each matching quiz identified, SirsiDynix will add field 526 to the library's record, providing the Accelerated Reader quiz number, reading level, interest level, point value, and Accelerated Reader supplementary notes. Lexile Measures: For each Lexile value identified, SirsiDynix will add field 521 to the library's record, providing the Lexile information. This service does not require records to be extracted and reloaded to the library's database. Updates will be provided once a year. The Subscription Service requires that the library's system has access to the internet. For further details on required access, please contact SirsiDynix.

Additional Services Management

Project Management Services for Coordination, Scheduling, and follow up of Additional Purchased Project Services

Custom Project Management *

Project Management Service Custom Quote for any non-standard product or service

Custom Consulting (distance) *

Consulting Services are available per quote. Requests for custom services need to include detailed documentation.

Training:

Custom Distance Training *

Details of training to be delivered are specified in the Additional Information - Custom Services.

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Terms and Conditions

Other Terms

SirsiDynix software is licensed based upon annual circulation. You are licensed for up to 17,500,000 annually circulated items; an increase in circulation beyond the number noted requires additional license fees.

NCIP is based upon certified vendors. You are authorized for 1 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 16,000,000 annually circulated items; an increase requires additional licenses.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

Payment Terms

Third Party Products/Software license fees

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

SirsiDynix Software license fees

- 100% due upon installation of client SirsiDynix Software on Customer's system

Subscriptions fees

- 100% SirsiDynix Enterprise Subscription and Subscription Software fees are due upon contract signing and will be invoiced immediately. The annual subscription initial use and anniversary date is the Effective Date of the contract
- 100% of first year's Subscription(s) (excluding SirsiDynix Enterprise Subscription and Subscription Software fees) due at installation

Maintenance fees

- 100% of first year's Maintenance 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, New Customers

- 50% of total for Services and first year Subscription fees due upon contract signing
- 50% of total for Services and first year Subscription fees due upon date of initial live use of SaaS Services

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/Subscriptions.

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

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.

This quote is hereby fully incorporated into the Master Agreement

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Terms and Conditions

This document is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. 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.

This quote is hereby fully incorporated into the Master Agreement

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Terms and Conditions

Customer Signature:

SWAN Consortium

By: _____
(Authorized Signature)

Name: _____
(Printed)

Job Title: _____

Date: _____

Billing Address:
SWAN Consortium

This quote is hereby fully incorporated into the Master Agreement

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ORACLE END USER LICENSE AGREEMENT

SirsiDynix agrees to provide an embedded license for the Oracle software to Customer under the following terms and conditions. Customer agrees to be bound by the following terms of the embedded sublicense herein granted and Customer's execution of the body of the Agreement is proof of such consent:

- 1) The Oracle software is subject to a restricted license and can only be used in conjunction with the SirsiDynix Unicorn or Symphony Software and in Customer's internal business operations. Customer is not permitted to modify the Oracle software.
- 2) Customer may not (a) transfer the Oracle software from the Designated Equipment except for temporary transfer in the event of computer malfunction; (b) assign, give, or transfer the Oracle software and/or any services ordered or an interest in them to another individual or entity (and if Customer grants a security interest in the Oracle software and/or any services, the secured party has no right to use or transfer the programs and/or any services); or (c) permit timesharing, service bureau, subscription service, or rental use of the Oracle software.
- 3) Customer acknowledges that title to the Oracle software does not pass to Customer.
- 4) Customer shall not reverse engineer (unless required by law for interoperability), disassemble or ecompile the Oracle software and shall not duplicate the Oracle software.
- 5) The Oracle software shall operate in all material respects as described in the applicable program documentation for one year after delivery. Customer must notify SirsiDynix of any Oracle program warranty deficiency within one year after delivery. **THE ORACLE SOFTWARE IS NOT GUARANTEED TO PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY FOR A BREACH OF WARRANTY SHALL BE CORRECTION OF THE PROGRAM ERROR(S) OR, IF THE ERROR(S) CANNOT BE CORRECTED, A REFUND OF THE ORACLE LICENSE FEES FOLLOWING TERMINATION OF THIS END USER LICENSE.**
- 6) **ORACLE SHALL HAVE NO LIABILITY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL, ARISING FROM THE USE OF THE ORACLE SOFTWARE.**
- 7) At the termination of the Agreement, Customer shall discontinue use and destroy or return to SirsiDynix all copies of the Oracle software and documentation.
- 8) Customer shall not publish of any results of benchmark tests run on the Oracle software.
- 9) Customer shall comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Oracle software nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
- 10) Customer hereby authorizes SirsiDynix to audit Customer's use of the Oracle software and report such use to Oracle or assign SirsiDynix's right to audit Customer's use of the programs to Oracle.
- 11) Oracle is hereby designated a third party beneficiary of this end user license agreement.
- 12) Application of the Uniform Computer Information Transactions Act is hereby expressly excluded from this end user license.
- 13) Some portions of the Oracle software may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the end user license agreement.
- 14) Customer may permit agents or contractors to use the programs on its behalf for the purposes set forth in the end user license agreement, subject to the terms of this end user license agreement provided that Customer is responsible for such agents' and contractors' compliance with the end user license agreement in such use.

SCHEDULES TO MASTER AGREEMENT

1. Pricing for Optional Items
2. Sample Project Implementation Plan
3. Acceptance Tests
4. System Capacity and Growth Warranties
5. Tax Exemption Certificate
6. Third-Party Products and Interfaces
7. Data Load Test
8. Escrow Agreement
9. Blue Cloud Development
10. Incorporated Bid Documents
 - A. SWAN RFP
 - B. SirsiDynix Response to RFP
 - C. SWAN Request for Best and Final Offer
 - D. SirsiDynix Best and Final Offer
 - E. Request for Clarification
 - F. SirsiDynix Response to SWAN Request for Clarification
11. Global Customer Support Knowledgebase Article 125773
12. Payment Terms
13. Add-On Pricing
 - A. Public Library Add-On Pricing
 - B. Academic and Special Library Add-On Pricing
 - C. School Library Add-On Pricing
 - D. Pricing for Exit Services for SWAN Consortium Libraries
14. SVA Server Specifications
15. SPP and Beta Testing Clarifications
16. Development of Patron Image and Signature Image Capabilities
17. Description of SWAN Data and Infrastructure Environment
18. SirsiDynix Consulting Services

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Confidential



SCHEDULE 1

Pricing for Optional Items

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total
VPN	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$70,000.00
BC Commerce hardware (\$60 X 77 libraries)	\$4,620.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$25,000.00
TOTAL	\$14,620.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$95,000.00

License Metric Add-On Costs After 17.5 million annual circulation (non-expansion/add-on library expansion)

SirsiDynix ILS 350K Circs	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
SirsiDynix ILS 600K Circs	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
SirsiDynix ILS 850K Circs	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
SirsiDynix ILS 1100k Circs	\$12,750.00	\$12,750.00	\$12,750.00	\$12,750.00	\$12,750.00	\$12,750.00	\$12,750.00
SirsiDynix ILS 1350k Circs	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00

License Costs After 17.5 Million Annual Circulation

Comment [SKOG1]:
Remove the Consulting (50 x 175) line as this cost has been specified in the Schedule 18: SirsiDynix Consulting Services pricing column at \$175/hr SD: This has been removed. We have replaced the previous table and also included Add-on pricing for purchase of additional circulation metrics.

Comment [SKOG2]: Master Agreement Definitions under "License Metrics" notes that "Customer is licensed for up to 17,500,000 annual circulated items; an increase in circulation beyond the number noted requires additional license fees." Can these be specified in this schedule or a new schedule for additional fees and quotes?
SD: This has been incorporated into the chart above.

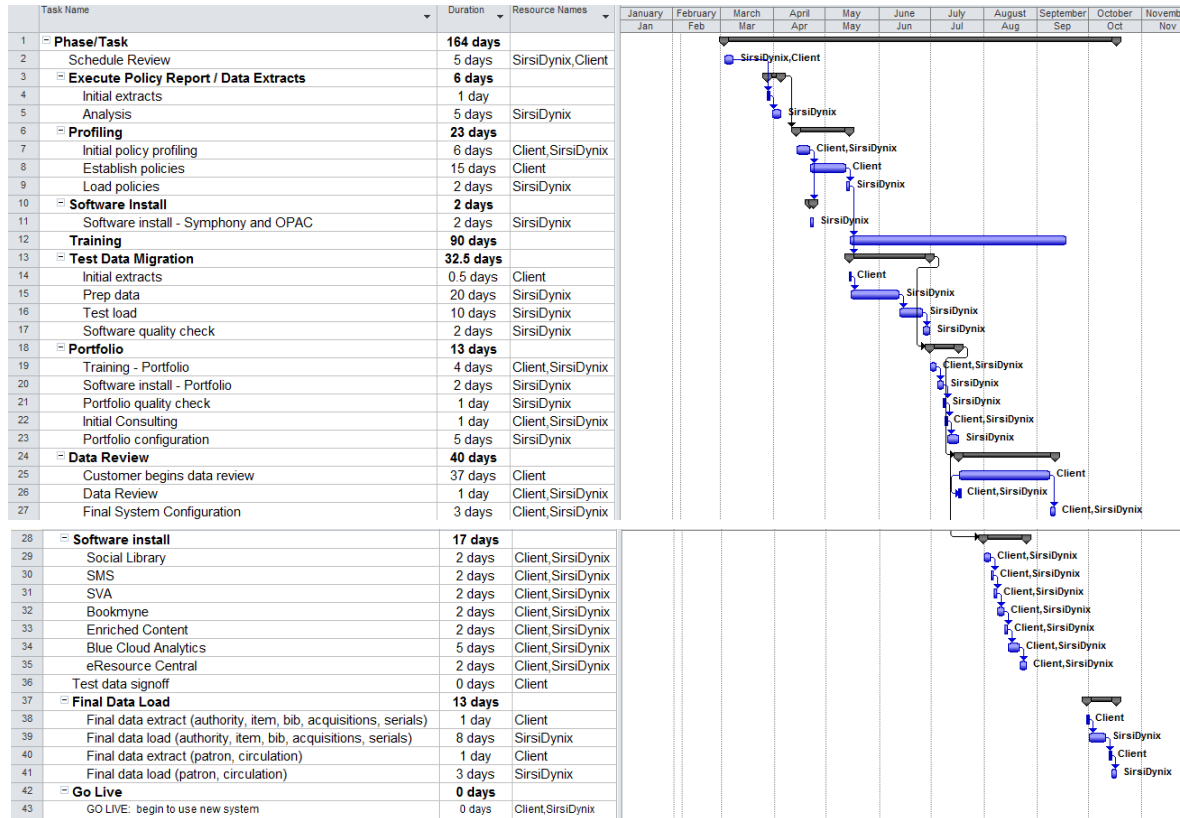
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SCHEDULE 2

Sample Project Implementation Plan

The project and associated activities will be implemented according to a project and implementation plan. A sample plan is drafted below. The plan is to be finalized and agreed by both parties post contract execution.



Customer Initial and Date: _____

SCHEDULE 3

Acceptance Tests ~~and Warranty Performance Tests~~

Comment [EET3]: SD: See my note below, we have already moved the Warranty Testing Language to Section 7.3 of the Master Agreement.

Module Functionality Acceptance Test

PURPOSE:

To ensure that SirsiDynix Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

TIMING:

The Module Functionality testing period will begin when the test data load has been completed and will last for ten (10) working days, or less if the Customer provides notice of Acceptance prior to the expiration of the testing period.

PERFORMED BY:

[LibraryCustomer](#) staff.

PROCESS:

[LibraryCustomer](#) staff will identify key functions in the Software to test against the Documentation and will report any Errors to SirsiDynix in writing, with examples.

Provided that such Errors are SirsiDynix's responsibility, SirsiDynix will take, at SirsiDynix's expense, any measures necessary to correct such Errors..

ACCEPTANCE:

Once all Errors have been corrected, or alternatively if SirsiDynix receives no notice of Errors within the ten (10) working days testing period, the Acceptance Test shall be deemed successful and Customer will be invoiced accordingly.

REMEDY: In the event that the Module Functionality Test is unsuccessful, [LibraryCustomer](#)'s exclusive remedy is set forth in Section 7.1 of the Agreement.

Response-Time Acceptance Test

The purpose of the Response-Time Acceptance Test is to verify that the System is performing at the warranted performance levels. SWAN will conduct or waive the Response-Time Acceptance Test as an acceptance test, after the acceptance tests described above have been successfully completed. Should the System demonstrate acceptable levels of performance through daily operations the [LibraryCustomer](#) may choose to

Customer Initial and Date: _____

waive the acceptance test. Waiving the test at such time will not waive LibraryCustomer's right to conduct such tests in the future and require full warranty performance by SirsiDynix in the event of test failure.

The following two sections present definitions, requirements, and guidelines for conducting the Response-Time Acceptance Test.

General Definitions

The delivered System, which is the combination of incorporated Hardware, Software and Subscriptions, will provide Transaction Response Times at user Workstations, as shown. In establishing these performance criteria, the following definitions will be used.

1. **Transaction:** A "Transaction" is defined as a complete unit of work achieved by an individual using an online Workstation in interactive mode. Such unit of work will consist of one (1) or more inputs by the individual, and a responding output by the System for each input. Each input will consist of one (1) or more characters of information resulting from a keystroke or operation of a label-reading device such as a light-pen or laser scanner. Each response by the System will consist of one (1) or more characters of information transmitted to the Workstation at which the individual made the corresponding input.

Complete units of work that constitute Transactions include, but are not limited to, the following:

- check-in
- check-out
- renewal inquiry (of any type)
- patron record input
- patron record update
- bibliographic record input
- bibliographic record update
- authority record input
- authority record update

A given Transaction is completed once the individual at the Workstation has received the last character of response from the System (other than a "transaction in process" response) at the point where no more inputs or outputs are required to complete a unit of work.

Some Transactions may require more than one (1) input and more than one (1) output in order to complete a unit of work. Examples include, but are not limited to, checkout of a single book volume; conduct of a complex inquiry; printing transaction receipts.

2. **Workstation:** Any device that provides for interaction between a user and the System. Workstation devices include personal computers, other screen displays with keyboards, light-pens, laser scanners, printer, and other user-operated devices.

- Response Time:** The elapsed time between the completion of a user input (pressing a key, light-pen scanning or laser scanning of a label) and the start of the resulting computer and printer response (first character of a display, acknowledge tone), other than a "transaction in process" response.

General Guidelines for Performing Response-Time Acceptance Tests

On demand, within the ten (10) working day acceptance period, during operation of the System under normal business conditions during Normal Business Hours in which the activities of users are not scripted to create pre-defined Transaction mixes for purposes of stress-testing the System or the response-time performance or capacity of the System, a thirty (30) minute Response-Time Acceptance Test may be conducted by the [LibraryCustomer](#) to determine whether the System is meeting the contracted Response Times.

To successfully pass the Response-Time Acceptance Test, the System shall perform all interactive Transactions with average Response Times =2 seconds for users whose Workstations are connected to the System server via a =100mbps LAN segment.

The Response-Time Acceptance Test may be conducted by the [LibraryCustomer](#) to determine whether the System is meeting the above Response Times using one (1) to three (3) Workstations connected to the System server via a =100 mbps LAN segment.

If the System is not meeting the Response Times as shown above, then SirsiDynix shall make the necessary Hardware and Software or Subscription adjustments to cause the System to meet the contracted Response Time. SirsiDynix shall make adequate personnel available to consult with the [LibraryCustomer](#) and to fix any problems so that the System will meet all Response Times and performance measurements. If the System does not meet Response Times and performance measures, then SirsiDynix will continue to work to remedy the problem, and the Response-Time Acceptance Tests shall be repeated. This process shall be repeated until either the System successfully passes the Response-Time Acceptance Test or the [LibraryCustomer](#) rejects the System.

The Response-Time Acceptance testing will be completed no later than 10 working days after Go Live. If SirsiDynix receives no notice of failure within the ten (10) working days Acceptance Testing period, the Acceptance Test shall be deemed successful and Customer will be invoiced accordingly.

General Guidelines for Performing Response-Time Warranty Tests

On demand, at any time during operations of the System under normal business conditions during Normal Business Hours in which the activities of users are not scripted to create pre-defined Transaction mixes for purposes of stress testing the System or the response time performance or capacity of the System, a thirty (30) minute Response-Time Acceptance Test may be conducted by the SWAN to determine whether the System is meeting the contracted Response Times.

Comment [SKOG4]: Added by RMG after conference call with Scott Wheelhouse on 3/7/14. Originally there was a schedule 16 for Performance Warranties but SD removed this during the prior revision of the schedule.

SD: I apologize for any confusion, but this language is not needed here as I already included this language in section 7.3 of the Master Agreement so that it would show up in the Warranty section:

7.3 Response Time Warranty for Software and Subscription Transactions. During operation of Software and Subscriptions under normal business conditions during hours of operations of Customer in which the activities of users are not scripted to create pre-defined Transaction mixes for purposes of stress-testing Software and Subscriptions or the response-time performance or capacity of the Software and Subscriptions, Software and Subscriptions shall perform all interactive Transactions with average response times ≤2 seconds for users whose workstations are connected to the system server via a ≥100mbps LAN segment.

On demand during the term of the Agreement, a thirty(30)-minute response-time test can be conducted by Customer to determine whether the Software and Subscriptions are meeting the above warranted response times using one (1) to three (3) workstations connected to the system server via a ≥100mbps LAN segment. The transactions active at the time shall be those occurring under normal business conditions during hours of operations of Customer, and testing will be conducted in accordance with the provisions set forth in Schedule 3 Response Time Acceptance Test.

For the term of this Agreement, if Software and Subscriptions fail to perform within the contracted response-time performance levels or functions and capabilities, SirsiDynix will make whatever enhancement(s) to the System that is/are necessary to provide the contracted levels of performance and functionality as specified by this Agreement, within a reasonable time frame and at no cost to Customer.

If you think there are additions that need to be made to this section please let us know, but I don't think it needs to be covered in both locations, especially if the language is different and would create ambiguity.

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~~If the System is not meeting the Response Times as shown above, then SirsiDynix shall make the necessary Hardware and Software or Subscription adjustments to cause the System to meet the contracted Response Time. SirsiDynix shall make adequate personnel available to consult with the Library and to fix any problems so that the System will meet all Response Times and performance measurements. If the System does not meet Response Times and performance measures, then SirsiDynix will continue to work to remedy the problem, and the Response-Time Acceptance Tests shall be repeated. This process shall be repeated until either the System successfully meets the warranted Response Times.~~

Benchmarking Acceptance Test

~~SirsiDynix will conduct benchmarking tests against the Symphony ILS within ten (10) working days after the test data load is complete. This test will be provided to Customer in the following performance areas.~~

- ~~— CPU utilization~~
- ~~— Disk I/O~~
- ~~— Transport speed in Mbps~~

~~SirsiDynix regularly conducts benchmark testing on the various platforms and releases we support and, at Customer's request we are happy to provide to Customer the results of such Benchmark Tests for Products included in Customer's System.~~

Comment [SKOG5]: This was added by SWAN after a conference call regarding the SWAN virtualized environment being used for the Symphony ILS in the proposal. The purpose is to ensure that SWAN has proper information to evaluate its hardware and to make improvements based on SD consultation.
SD: We regularly perform benchmark testing on the various platforms and releases we support. These tests are time-consuming and complex and done so that we don't have to do them on each customer configuration. We're glad to share the reports for a configuration approximate to SWAN's, but we feel that if the Response-Time criteria are being met then Benchmark Tests are unnecessary.

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SCHEDULE 4

System Capacity and Growth Warranties

Growth Estimates Provided by SWAN

Metric	Current	2018
Titles	1,450,000	1,500,000
Circulation	13,500,000	16,000,000
Work Stations/Licenses	900	1380

Comment [EET6]: SD: Please note we have rearranged and because of formatting issues that arose we determined it would be better to accept the changes. We have noted below the only substantive change to wording – the numbers/specifications have not changed.

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SirsiDynix Hosted Products

SirsiDynix-hosted Subscription Products will have the appropriate capacity allocated to meet the anticipated growth outlined in this schedule. These Products will be managed by SirsiDynix and will conform to the Response Time Acceptance Tests outlined in Schedule 3: Acceptance Tests. These hosted products include:

- **Enterprise**
- **Portfolio**
- **Social Library**
- **eResource Central**
- **Blue Cloud Components**

Proposed Symphony System Capacity and Growth Warranties for On-Premise, Server-based hardware

Provided that Customer uses hardware that meets or exceeds the below “Recommended Minimum Specifications for Hardware” and “Minimum Workstation Requirements for Symphony”, the System should be able to meet the above “Growth Estimates Provided by SWAN” during the Term. If the System is not meeting the System Capacity and Growth Warranties, then SirsiDynix shall make the necessary hardware and Software or Subscription adjustments to cause the System to meet the contracted System Capacity and Growth capacity. SirsiDynix shall make adequate personnel available to consult with the Library and to fix any problems so that the System will meet all System Capacity and Growth capacity metrics and performance measurements.

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Comment [EET7]: SD: As mentioned above, the changes were accepted in the rearranging and reformatting of this Schedule, so please note that this is new language added in an attempt to clarify how the different pieces in this Schedule fit together.

Recommended Minimum Specifications for Hardware

The Specs for the Production Server are as follows: Dell PowerEdge R820
 (4) 2.7 GHz Eight-Core Xeon E5-4650 processors
 128 GB Memory
 (2) 146 GB SAS 2.5" 15,000 rpm disk drives (RAID 1) DVD,
 Internal Broadcom 5720 QP 1 Gb Network Daughter Card iDRAC Enterprise
 NO Keyboard & Mouse
 10Gb Network HBA (for iSCSI Array)
 (3) Year ProSupport : Non Mission Critical 4HR 7x24 Pack
 Dell Equallogic 610XS Array 10Gb iSCSI
 (7) 400GB SLC SSDs disk drives + (17) 600 15K disk drives
 PowerConnect 8132F, 24x 10GbE Switch w/ 4- Direct Attach TWinAx cables
 (3) Year ProSupport : Non Mission Critical 4HR 7x24 Pack

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PV 114X, RD1000 Drive
1 x RD 1000 USB Enclosure
1 x 500GB/1 TB Hard Disk Cartridges
Rapid Rails for Dell Rack
(3) Year ProSupport : Non Mission Critical 4HR 7x24 Pack
Red Hat Enterprise linux, 6.x, 3 Yr Subscription & License
Note: The EqualLogic Array may not be returned once ordered. The Specs for the Test server are as follows:
Dell PowerEdge T620 rack mount version
(2) 2.5 GHz six-Core Xeon E5-2640 processors
64 GB Memory
H710PH Raid controller Raid 1, Raid 1, RAID 5
(12) 300 GB SAS 2.5" 10,000 rpm disk drives (RAID 1, Raid 10) DVD, Internal Dual 10/100/1000Base-T Ethernet Ports -
integrated RD1000 with 500 GB /1 TB disk cartridge
iDRAC Enterprise
NO Keyboard & Mouse
Rapid Rails for Dell Rack
(3) Year ProSupport : Next Business Day on-site service
Red Hat Enterprise linux, 6.x, 3 Yr Subscription & License

Minimum Workstation Requirements for Symphony

The following are the minimum and recommended staff workstation requirements for Symphony;

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OS/Platform ⁽⁴⁾	Processor	RAM ^(1, 2)	Disk Space for Client	Monitor Resolution	TCP/IP network
Windows XP (32-bit OS only)	Minimum: 700 MHz Suggested: 1Ghz	Minimum: 1GB Suggested: 2GB	200MB	1024 x 768 or better	Y
Windows Vista, Windows 7 and 8 (32-bit and 64-bit)	Minimum: 800 MHz Suggested: 1Ghz	Minimum: 1GB Suggested: 2GB	200MB	1024 x 758 or better	Y
Mac OS X 10.5.2 (or higher) ⁽³⁾	Minimum: 700 MHz Suggested: 1Ghz, 64-bit Intel only	Minimum: 1GB Suggested: 2GB	200MB	1024 x 758 or better	Y

Additional Information

- On workstations running the WorkFlows staff client, SirsiDynix recommends setting the virtual memory association to equal twice the amount of physical memory, at minimum. Please work with your PC administrator to check the virtual memory setting on each workstation running the WorkFlows staff client, and increase the memory if necessary.

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- On workstations running the WorkFlows Java client that will simultaneously run any additional applications including a browser, SirsiDynix strongly suggests that the workstation be configured with at least 1GB of RAM. Regardless of actual workstation memory configuration, please ensure that the WorkFlows Java client will consistently have 512 mbytes of available memory on the workstation.
- Macintosh users should run OS X (10.5.2 and higher, 64 bit machine, Dual Core required). For versions 3.3 and 3.4, Macintosh clients require Java 1.6 - which also requires a 64 bit machine, with Dual Core. For Macintosh machines that don't meet this requirement, users can run the 3.2.1 WorkFlows Java client which runs Java 1.5 against a 3.3 or 3.4 server. (Please refer to the 3.2.x client workstation requirements for more information.)
- WorkFlows staff client requirements do not affect OPAC stations, which will continue to require a browser only.

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SCHEDULE 5
Tax Exemption Certificate



Illinois Department of Revenue
Office of Local Government Services
Sales Tax Exemption Section, 3-520
101 W. Jefferson Street
Springfield, Illinois 62702
217 782-8881

July 13, 2012

SYSTEM WIDE AUTOMATED NETWORK
MERILYNN NAGLE
125 TOWER DRIVE
BURR RIDGE IL 60527

Statutory exemptions from the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax in Illinois are available to governmental bodies purchasing tangible personal property at retail. Since your organization qualifies for this exemption, we have issued you the following tax exemption identification number:

E9925-6983-01
to
SYSTEM WIDE AUTOMATED NETWORK
of
BURR RIDGE, IL

To claim the sales tax exemption, you must provide this number to your suppliers when purchasing tangible personal property for governmental use. This exemption may not be used by officers, employees, or other persons to make purchases for their individual use.

Office of Local Government Services
Illinois Department of Revenue

ST5-72 (R-2/98)
IL-492-3523
11-0000055

Customer Initial and Date: _____

SCHEDULE 6

Third-Party Products and Interfaces

At the time of contract signing, SirsiDynix warrants that Symphony will successfully interoperate with the following products named in this schedule. SirsiDynix will use commercially reasonable efforts to maintain interoperability during the Term but cannot warrant ongoing interoperability due to the continual evolution of legal, licensing, partnership, and other technical or business parameters.

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Comment [EET8]: SD: please note our additional language.

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Interfaces.

SirsiDynix has certified partners with whom we have tested and certified interoperability between systems; other products or systems that adhere to standards such as SIP2 would also integrate with our products but may not have been tested. In addition, APIs provide integration with third party products that are non-standards compliant. SWAN can interface with the following:

- 3M: Cloud Library
- 3M: self-check
- 3M: AMH
- A.N.D. Technologies: P-Counter
- Bibliotheca: self-check
- Central Technologies (CenTec): i-circ self-check
- Comprise: SAM
- Cybrarian
- Envisionware: LPTOne
- Envisionware: PC Reservation
- Evanced Solutions: Events, Room Reserve, Summer Reader
- ITS: MyPC
- 3M: Cloud Library
- 3M: self-check
- 3M: AMH
- Librarica: CASSIE
- Library Ideas: Freading
- Library Ideas: Freegal
- OCLC: EZ Proxy
- OverDrive: eMedia Library, My Media Mall, Media on Demand
- Pharos: Computer Reservation System
- Pharos: Print Management
- TechLogic: ACS self-check
- TechLogic: AMH
- Vendprint

Peripherals.

SWAN can use the following existing peripheral devices with Symphony:

PC Workstation spec:

PC with 3 GHz CPU, 1 GB RAM, 1 GB Hard Disc space
1024 x 768 pixel resolution monitor
OS: Windows XP
OS: Windows Vista
OS: Windows 7 Professional

Customer Initial and Date: _____

File: SWAN Consortium

OS: Windows 8

OS: 64 Bit

Printers (*Symphony is not limited to specific peripherals. As long as the peripheral will plug into the workstation, and if the workstation has drivers to support the device, the device will work with SirsiDynix Symphony.*)

Star receipt printer models:

TSP847PAR

TSP847USB

TSP743PAR

TSP743USB

EPSON receipt printer:

TM220ACU Epson Impact Printer

TM220NON Epson Impact Printer

TM-T88IV Epson Restick Thermal Receipt Printer

Spine Label printer (Used in Technical Services departments):

GX420T Zebra Printers

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~~**Digital Camera (Used to Capture Patron Portraits for Millennium Patron Images product):**~~

~~AXIS 211W Network Camera~~

Comment [SKOG9]: SWAN will add this hardware to the Schedule "Development of Patron Image and Signature Image Capabilities"
SD: This is fine.

~~**Digital Signature Pad (Used to Capture Patron Signature for Millennium Digital Signatures product):**~~

~~Topaz SignatureGem Backlit LCD 1x5~~

~~Topaz SigLit 1x5~~

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Laser guns:

MS9520PS2 PC Metrologic Laser Scanner

MS9520USB PC Metrologic Laser Scanner

MS3780USB PC Metrologic Matrix Scanner

Customer Initial and Date: _____

SCHEDULE 7

Data Load Test

Comment [EET10]: SD: These changes are fine.

PURPOSE:

The purpose of the Data Load Test is to verify that LibraryCustomer's data files will be properly processed.

TIMING:

The test will be performed after all test records have been loaded and processed and may overlap with other tests.

PERFORMED BY:

LibraryCustomerstaff in conjunction with SirsiDynix staff.

TEST METHODOLOGY:

- (1) LibraryCustomer and SirsiDynix will jointly develop data load specifications (the "Load Specifications") which shall be set forth in writing. SirsiDynix will assist LibraryCustomer in identifying inaccuracies or deficiencies in the Load Specifications as revealed by actual loading and will work with LibraryCustomer to revise the Load Specification as appropriate. Revisions made as the result of inaccuracies in the Load Specifications may result in delays in record processing and additional charges.
- (2) LibraryCustomer shall identify by control number (e.g. ISBN, LCCN, OCLC) and provide on a mutually agreed upon medium (e.g., FTP, e-mail) for direct input of a full set of bibliographic records and matching authority records into a training version of the LibraryCustomer's database for testing.. The records must include an identifiable match point (e.g. control number, ISBN, LCCN, OCLC # etc.)
- (3) SirsiDynix shall develop and/or modify programs on LibraryCustomer's system to process the data files according to the Load Specifications. LibraryCustomer will then load the Test Set via SirsiDynix Documentation-described methods. Thereafter, LibraryCustomer will execute all appropriate searching commands as described by current SirsiDynix Documentation.
- (4) Following SirsiDynix's delivery of the processed record information for examination, LibraryCustomer shall promptly review the Test Set and notify SirsiDynix of any discrepancies between the processed data and the Load Specifications.
- (5) SirsiDynix will review and address issues reported in Step (4) above. The changes will be rolled into the production load. SWAN may purchase additional test loads if an iterative load process is desired.
- (6) SirsiDynix and LibraryCustomer agree that SirsiDynix shall not be responsible for fixing problems not identified by the Load Specifications nor for correcting erroneous records supplied to SirsiDynix by LibraryCustomer.

ACCEPTANCE:

The Data Load Test shall be successfully completed when the Test Set has been processed to meet the Load Specifications. If SirsiDynix receives no notice of load discrepancies within ten (10)seven (7) working days of delivering the processed records information for examination, the test shall be deemed successful. Upon

Customer Initial and Date: _____

File: SWAN Consortium

successful completion of the Data Load Test LibraryCustomer shall pay the applicable invoice as set forth in Schedule 12 Payment Terms.

REMEDY:

In the event that the Data Load Test is unsuccessful, Library's Customer's exclusive remedy is to have SirsiDynix re-perform the Data Load services.

Customer Initial and Date: _____

SCHEDULE 8

Escrow Agreement

Following execution of the Master Agreement, Customer and SirsiDynix will execute the following Escrow Agreement Exhibits D & E and submit them to Iron Mountain in order to open an Auxiliary Deposit Account for Customer. Customer will pay any relevant fees to Iron Mountain with respect to opening or maintaining this Auxiliary Deposit Account.

Comment [EET11]: I've accepted the insertion of this document and tried to fix the formatting problems. Also note my inclusion of prefatory language here on a separate cover page so that it would not become part of Iron Mountain's form.

Customer Initial and Date: _____

**Exhibit D
Auxiliary Deposit Account to Escrow Agreement**

Master Deposit Account Number	
Auxiliary Deposit Account Number	

_____ (“**Depositor**”), and Iron Mountain Intellectual Property Management, Inc. (“**Iron Mountain**”) have entered into the above referenced Escrow Agreement (“**Agreement**”). Pursuant to that Agreement Beneficiary or Depositor may create additional deposit accounts (“**Auxiliary Deposit Account**”) for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name: Decryption Keys for Serveron (“**Deposit Account Name**”).

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary’s rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

Depositor Authorized Person(s) Notices Table

Please provide the name(s) and contact information of the Depositor Authorized Person(s) for this Deposit Account. It is the intent of the Parties that the individual identified below will act as the Authorized Person with respect to this Deposit Account. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

Print Name	
Title	
Email Address	
Street Address	
Province/City/State	
Postal/Zip Code	
Phone Number	
Fax Number	

Billing Contact Information Table

All Invoices for Deposit Account Fees will be sent to the contact set forth below.

Company Name	
Print Name	
Title	
Email Address	
Street Address	
Province/City/State	
Postal/Zip Code	
Phone Number	
Fax Number	

Customer Initial and Date: _____

File: SWAN Consortium

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

DEPOSITOR		IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	
Email Address		Email Address	ipmclientservices@ironmountain.com

Customer Initial and Date: _____

Exhibit E

Beneficiary Enrollment Form

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that **Beneficiary Company Name:** _____ is the **Beneficiary** referred to in the Escrow Agreement that supports **Deposit Account Number:** _____ with Iron Mountain as the escrow agent. **Beneficiary** hereby agrees to be bound by all provisions of such Agreement. The last date noted on the signature blocks of this enrollment shall be the Effective Date.

Authorized Person(s) Notices Table			
Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR		BENEFICIARY	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	
Billing Contact Information Table			
Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.			
DEPOSITOR		BENEFICIARY	
<input checked="" type="checkbox"/> <i>Check if same as Authorized Person</i>		<input checked="" type="checkbox"/> <i>Check if same as Authorized Person</i>	
Company Name		Company Name	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	
Purchase Order #		Purchase Order #	

Customer Initial and Date: _____

Beneficiary Enrollment Form Work Request				
Please check boxes to order services and to identify the Paying Party				
Service	Service Description	One-Time Fees	Annual Fees	Paying Party
<input checked="" type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the Agreement.		\$800	<input type="checkbox"/> Depositor <input checked="" type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the Agreement that governs the Initial Deposit Account.		\$1,050	<input type="checkbox"/> Depositor <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP.	\$2,500	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	<input type="checkbox"/> Depositor <input checked="" type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	\$450	<input type="checkbox"/> Depositor <input checked="" type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store and manage the deposit materials in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location or to store and manage a redundant copy of the deposit materials in one (1) additional location. All Deposit Materials (original and copy) must be provided by the Depositor.	N/A	\$500	<input type="checkbox"/> Depositor <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Material" the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$200/hour	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$750	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

Customer Initial and Date: _____

File: SWAN Consortium

IN WITNESS WHEREOF, the Parties have duly executed this Enrollment as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	
Email Address		Email Address	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	
Email Address	ipmclientservices@ironmountain.com

All notices to Iron Mountain Intellectual Property Management, Inc. should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

Customer Initial and Date: _____

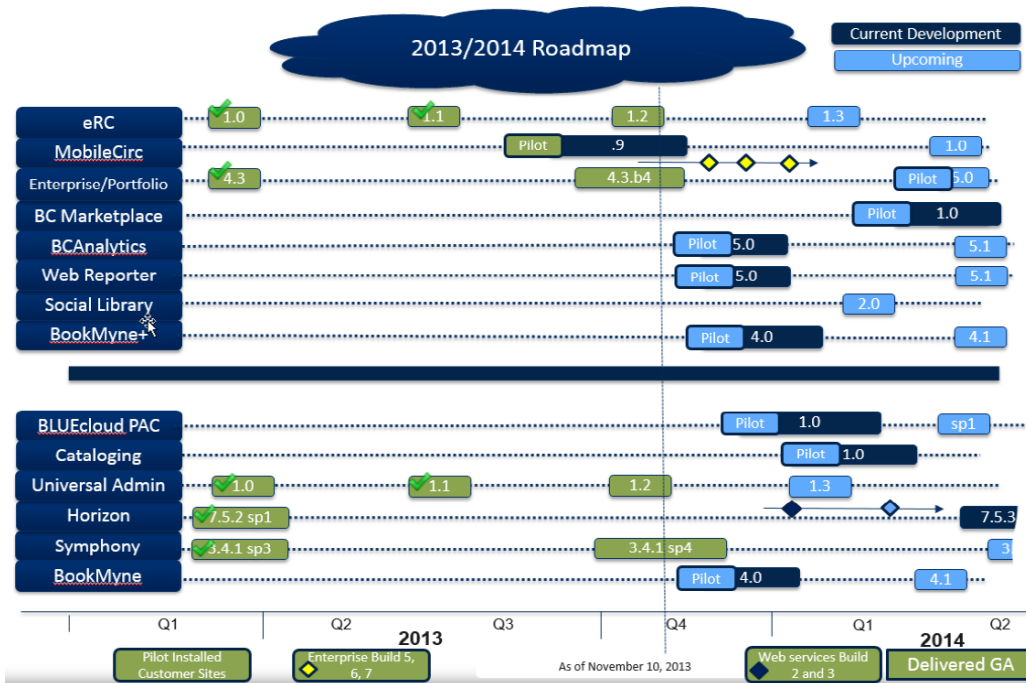
SCHEDULE 9 BLUEcloud Development

Blue Cloud Component	Add-on Options	Included in Quote	Anticipated Release*
eRC		X	Current
Enterprise		X	Current
Portfolio		X	Current
Blue Cloud Marketplace		X	Pilot 2014
Blue Cloud Analytics		X	Pilot Q2 2014
Social Library		X	Current
Bookmyne Plus		X	Current
BC PAC		X	Not needed
BC Cataloging		X	Pilot Q2 2014
Universal Admin		X	Current

*The dates of Anticipated Release are good faith estimates and are not to be relied upon by Customer nor construed as guarantees of actual availability. Product Development Roadmaps are subject to change at SirsiDynix's discretion.

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Comment [EET12]: SD: We have accepted your proposed changes for naming these columns.

Product Development Roadmap



DISCLAIMER: We operate in a dynamic environment and the Product Roadmap is subject to change - we may add or adjust features and timing at any time in order to deliver products quality products benefitting our customers. The Roadmap is only intended to provide general information as to future releases, and with respect to any particular customer the timing of specific releases may be impacted by language, geographic location and size of customer.

Customer Initial and Date: _____



SCHEDULE 10
Incorporated Bid Documents

- A. SWAN RFP
- B. SirsiDynix Response to RFP
- C. SWAN Request for Best and Final Offer
- D. SirsiDynix Best and Final Offer
- E. Request for Clarification
- F. SirsiDynix Response to SWAN Request for Clarification

Note that this information is provided for background. The Master Agreement, Quote and other Schedules take precedence over this Schedule 10.

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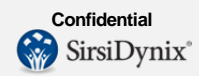
Comment [EET13]: SD: Thanks. This is agreed to.

Customer Initial and Date: _____

File: SWAN Consortium

SCHEDULE 10A
SWAN RFP

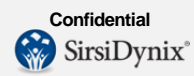
Customer Initial and Date: _____



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SCHEDULE 10B
SirsiDynix Response to RFP

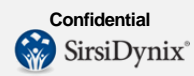
Customer Initial and Date: _____



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SCHEDULE 10C
SWAN Request for Best and Final Offer

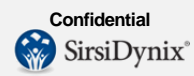
Customer Initial and Date: _____



File: SWAN Consortium

SCHEDULE 10D
SirsiDynix Best and Final Offer

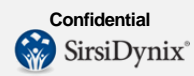
Customer Initial and Date: _____



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SCHEDULE 10E
Request for Clarification

Customer Initial and Date: _____

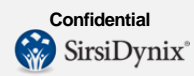


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SCHEDULE 10F

SirsiDynix Response to SWAN Request for Clarification

Customer Initial and Date: _____



SCHEDULE 11

Global Customer Support Knowledgebase Article 125773

GENERAL SUPPORT POLICIES

SirsiDynix Customers have several options for obtaining Customer Support services:

Telephone	US & Canada Toll Free: (800) 284-3969 For toll-free numbers in other countries see: http://support.sirsidynix.com (Article #1349)
Email	support@sirsidynix.com
Internet (Support Center portal)	http://support.sirsidynix.com

The SirsiDynix Technology Center is staffed 24/5 for standard telephone support. Hours of coverage may be modified on some holidays as noted in the annually updated holiday schedule maintained at the Support Center portal. Generally, the hours of telephone support are from 4PM (Mountain) on Sunday through 6PM (Mountain) on Friday.

STANDARD SUPPORT - SirsiDynix Customer Support staff are available during your local weekday business hours (generally Mon-Fri, 8AM-5PM local time). In addition to telephone and e-mail support many customers prefer the self-service and 24/7 availability offered by the SirsiDynix Support Center portal.

URGENT CARE - Sometimes you may have an urgent need for assistance with an issue outside of your weekday business hours, or perhaps even on a holiday. On most weekdays and holidays SirsiDynix Customer Support is available 24/5 to take your telephone call and will work to provide the assistance you need. Specific details for holidays are maintained on the SirsiDynix Support Center portal (Article #93548).

CRITICAL CARE (down system) - Every SirsiDynix customer has 24/7 access to Critical Care support for down systems. You can access Critical Care Support by telephone. Critical Care support cases **MUST BE PHONED IN** to insure immediate attention! If you encounter problems reaching Critical Care Support please immediately contact an escalation contact from the list of escalation contacts available for download on the Support Center portal (Article #1349).

Additional Support Options – Additional Support options may be available at an added cost including:

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Comment [SKOG14]: SWAN requested this KB Article after the Schedule 11 was provided blank. The PDF was converted to Word and pasted directly into this schedule. Some odd formatting issues remain.

SD: We apologize if it was not clear in our original submission, but the Schedule 11 article was provided in the .pdf version of the contract to avoid formatting issues. But we have accepted your insertion and edits and attempted to fix the formatting issues.

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Field Code Changed

Customer Initial and Date: _____

- a) Platinum Support services
- b) Consultation services
- c) After-hours billable services

Case Prioritization Levels

Priority Level	Description	Target Incident Acknowledgement Response Time	Target Time to Begin Resolution
Priority 1	SirsiDynix Software is completely inoperable, online catalog is unavailable, or there is a critical impact to business processes. No work around is available.	1 hour (as long as you report the problem using the support telephone number)	Within 1hour
Priority 2	SirsiDynix Software is hampered from performing common business functions. No acceptable work around is available.	4 business hours	1 business day
Priority 3	SirsiDynix Software functionality is impaired but business operations continue. Acceptable work around exists.	4 business hours	2 business days

- Response time and resolution goals are not guaranteed resolution timeframes.
- **Support Contacts.** You must provide SirsiDynix with the name(s) of people who are authorized to log incidents with SirsiDynix Customer Support. It is expected that authorized staff have been fully trained in the use of the SirsiDynix Software.
- **Access to Your SirsiDynix System.** Obtaining support often requires that SirsiDynix staff have remote access to the server on which the SirsiDynix Software resides. Methods of access may include:
 - **SirsiDynix’s Customer Service IP Range.** This is our preferred method of access for purposes of support. We use the Cisco VPN system to secure access from this network. This network has two layers of secure authentication before a SirsiDynix customer service representative is connected and is only used for the purpose of accessing customer networks.
 - **VPN Client Connections.** If your network has the capability to grant us access to your system via a VPN system, we can support the use of Cisco VPN client software, providing it is configured for a Split Tunnel connection.
 - **Web-based Access.** SirsiDynix can support network access via remote control systems, such as LogMeInRescue.com or other similar service.

Customer Initial and Date: _____



- **Modem.** This method is not preferred and will only be used if no other method is available. You are responsible for providing a modem and phone line for the Designated Equipment.
- SirsiDynix will work with each customer to identify a mutually acceptable means of access for support purposes. Some means of access may limit the level (or types) of support that SirsiDynix is able to provide.

Priority 1 Incidents. For Priority 1 Incidents SirsiDynix will:

- Assign a qualified SirsiDynix Customer Support team member to diagnose and determine the course of action to resolve the error, including, as necessary, escalation of the P1 error to available resources within SirsiDynix such as senior support staff, system engineers, product development staff, SirsiDynix management, etc;
- Provide regular communications on the status of the resolution plan;
- Commence to develop a workaround or a fix and provide such workaround or fix as soon as it is available. As determined appropriate, and in consultation with the customer, SirsiDynix will make reasonable accommodations to work round-the-clock until the Priority 1 Incident is resolved.

SIRSIDYNIX SOFTWARE SUPPORT

● **Definitions**

- **“Documentation”** means user instructions, release notes, manuals and on-line help files in the form generally made available by SirsiDynix, regarding the use of the applicable SirsiDynix Software.
- **“Error”** means a material failure of the SirsiDynix Software to conform to its functional specifications described in the Documentation.
- **“Error Correction”** means any bug fixes, modifications, additions, or routines intended to correct the practical adverse effect of an Error.
- **“Update”** means the Error Corrections, updates, modifications or enhancements to the Software developed by SirsiDynix and made available to customers as part of their paid support agreement. Updates exclude new products and third-party products for which SirsiDynix may generally charge a separate license fee.
- SirsiDynix will periodically make available Updates to the SirsiDynix Software. We will furnish such Updates (including one softcopy of the related documentation when appropriate) for installation and loading by you. Updates must be installed separately and sequentially. Should you require assistance in installing or loading Updates, SirsiDynix personnel will be available during Standard Support Hours for assistance.
- Although acceptance and installation is strongly advised, you may reject the installation and use of an Update. If you elect not to install or to delay installation of an Update, then:

Customer Initial and Date: _____

- Subsequent Updates may not be installable until the bypassed Update has been installed; and
- We have no obligation to correct Errors for which corrections or remedies were included in an Update.
- **Technical Support Life Cycle for the SirsiDynix Software.** Updates represent the latest or then-currently supported version (“latest release”) of the SirsiDynix Software. If you are not on the latest release, you may experience delays in receiving support. If you are more than one major release back from the latest release and do not agree to upgrade to the current SirsiDynix Software release, then we shall have no further obligation to provide Error Corrections. We also reserve the right to discontinue Support Services. To clarify, a major release is labeled as #.#, e.g., 3.1 or 7.3; 3.1.1 or 7.3.4 would be classified as an interim release.

Customer Satisfaction

Performance monitoring of our commitments is accomplished through a variety of internal reporting methods, as well as through direct customer feedback. SirsiDynix commits to:

- Capture and report meaningful metrics through our internal support applications
- Survey our clients to provide feedback on incident resolutions – to be reviewed by SirsiDynix senior management
- Follow up on unsatisfactory comments or ratings which are received
- Make performance data available to each customer detailing incident activity for their account
- Give Customer staff the means to reopen any incident which has not been resolved to their satisfaction

We are committed to our customers’ complete satisfaction with the support they receive.

Customer Initial and Date: _____

SERVER SUPPORT

- You must purchase server support from SirsiDynix before you can purchase third-party OS support.
- If this server support is purchased, SirsiDynix will serve as the first line of support for server problems. Following diagnosis, SirsiDynix shall contact the server maintenance vendor and onsite server support shall be performed in accordance with the server maintenance plan you purchased through us.
- In order to receive Server maintenance coverage, you must purchase and install an uninterruptible power supply ("UPS") for each server. If the UPS is not supplied and installed by us, it may be subject to a billable onsite inspection by us to determine if it is sufficient to provide the protection required. Any repairs or adjustments to the UPS made by us shall be at our then current prices and terms. You will be required to correct any noted UPS defects prior to our extending maintenance coverage to any server.
- You are responsible for the purchase of any server upgrades which may be required due to installation of SirsiDynix Software Updates or Third-Party Software updates.

THIRD-PARTY SOFTWARE AND OPERATING SYSTEM (OS) SUPPORT

- You must purchase server support from SirsiDynix before you can purchase third-party OS support.
- In order to receive support for third-party software and OS, you must use the version of the third-party software or OS that SirsiDynix indicates is to be used with the SirsiDynix Software or your servers and you must be in compliance with any third-party licenses.
- SirsiDynix will serve as the first line of support for problems with the third-party software and OS as they relate to operation of the SirsiDynix Software and work with the third-party vendors to resolve the problems.
- SirsiDynix will adjust third-party Software and OS parameters to ensure that they function with the SirsiDynix Software and servers that are covered by SirsiDynix support.
- Third-party software and OS support does not include the installation of patches or upgrades unless required for continued SirsiDynix Software operation. Patches and upgrades not required for continued SirsiDynix Software operation may be made available at SirsiDynix's sole discretion on a time and materials basis.
- SirsiDynix will provide technical assistance with standard OS tasks relating to running of the SirsiDynix system and will adjust OS parameters to ensure that the SirsiDynix Software and servers function together.
- Updates to third-party software are subject to the terms and conditions relating thereto in any applicable agreement between SirsiDynix and the third-party maintenance vendor.

Customer Initial and Date: _____

- The technical support life cycle for third-party software shall be as indicated by the third- party software vendor.

SaaS/Cloud SUPPORT

- **SirsiDynix Software Updates** – We are responsible for the installation of all SirsiDynix Software Updates. You will be notified via email of upcoming SirsiDynix Software Updates and we will coordinate with you the timeline and scheduling of each Update. SirsiDynix Software Updates do not include any software maintenance, software development, or software customization. You are responsible for reviewing the release notes related to the requested upgrade.
- **Server and Operating System Upgrades** – We are responsible for operating system updates or upgrades. You will be notified via email of any upcoming operating system update or upgrade that impacts your environment. We will monitor and maintain memory and disk requirements of the SaaS server. If the server needs additional memory or added disk storage, we will be responsible for their purchase and installation. Required downtime will be coordinated between us and you.
- **System Backups** – Full backups are performed one day a week with differential backups being performed on the remaining days of each week. Differential backups contain all the data that has changed since the last full backup was performed.
- **Network Access** – We will maintain network access (bandwidth, firewalls, and routers) for the SaaS server(s). Dedicated bandwidth accessing Customer equipment is through dedicated telecom level line speeds and access. Firewalls and high-speed routers are used to filter and control access to secure Customer data from unintended access or malicious activities. Other security mechanisms may be used as needed to ensure integrity and security of both SaaS equipment and your data. You are responsible for notifying us in a timely manner, by telephone, of any degradation of system performance you experience.
- **Disaster Recovery** – In the event of a disaster, we will provide a recovery service that includes reconfiguring and reloading your System. Verification of database integrity needs to be made via email or fax from you within eight working hours of restoration. If you choose to continue with normal operations before this verification is complete, you will put any of those transactions at risk and we will not guarantee that those transactions can be restored. You will be responsible for notifying your staff that the system is unavailable for use during the verification process. If you feel the data cannot be validated, you must notify us of any errors via fax or email with detailed examples.

Customer Initial and Date: _____

CONDITIONS OF SIRSIDYNIX'S OBLIGATIONS

- **Limits on Support.** All support services rendered by us are limited to the items covered under a current maintenance agreement (support agreement) with SirsiDynix and shall be contingent upon your proper use of the SirsiDynix system. Time spent by us resolving or attempting to resolve problems subsequently determined to be caused by products not covered by a support agreement shall be billed to you at our then-current rates. SirsiDynix shall have no obligation to provide assistance in correcting errors or problems arising in connection with any modifications or alterations to the SirsiDynix system which have been made by you or on your behalf without our express written consent, or for SirsiDynix Software used contrary to our specifications, or for any destruction, alteration or suspension of software operation due to natural disasters, communication line failure, your failure to perform appropriate system backups, or actions or decrees of governmental bodies.
- **No Preventative Maintenance.** All maintenance services provided hereunder are remedial only; no preventative maintenance services are included as part of these SirsiDynix support policies.

YOUR OBLIGATIONS

Non-SaaS sites

- You are responsible for maintaining sufficient staff and supplies to handle normal day to day operation and support for the SirsiDynix system, including, but not limited to, such tasks as backups and report handling. It is acknowledged and understood that the support service to be provided by us is not intended to supplant your day-to-day operation and support for the SirsiDynix system.
- You agree to provide access to each item covered by support to allow us to provide support thereon, whether we are working remotely or onsite at your premises. You shall also provide a suitable place in which to perform such service when our personnel are onsite and shall ensure that a designated representative of yours shall be in your premises whenever our personnel are present.
- You agree to provide suitable environmental conditions for each SirsiDynix system component in accordance with manufacturer's published specifications.
- You agree that you are solely responsible for verifying the success of all SirsiDynix system and data backups.
- You agree that security of the SirsiDynix system is your responsibility.
- With the exception of critical OS updates and patches which you should promptly install and Updates or patches released by us, you agree not to perform, attempt to perform, or cause to be performed, maintenance or repair to the SirsiDynix system or any part thereof covered hereunder during the support term without our prior approval.

SaaS sites

- You are responsible for maintaining sufficient staff and supplies to handle normal day to day operation and support for the SirsiDynix system, including, but not limited to, such tasks as report handling. It is acknowledged and understood that the support service to be provided by us is not intended to supplant your day-to-day operation and support

Customer Initial and Date: _____

for the SirsiDynix system.

- You agree to provide us full and free access to each item covered by support to allow us to provide support thereon, whether we are working remotely or onsite at your premises. You shall also provide a suitable place in which to perform such service when our personnel are onsite and shall ensure that a designated representative of yours shall be in your premises whenever our personnel are present. You agree to allow us to make copies of your data solely for problem resolution, support, and testing purposes.
- You agree not to perform, attempt to perform, or cause to be performed, maintenance or repair to the SirsiDynix system or any part thereof covered hereunder during the support term without our prior approval.

Customer Initial and Date: _____



SCHEDULE 12

Payment Terms

This Schedule expounds upon the Purchase Details and Payment Terms on pages 5 and 18 of the Quote. Additional Payment Terms are set forth in the Master Agreement and the Quote.

Fee Summary*	Year 1**	Year 2***	Year 3	Year 4	Year 5	Total
	\$407,930.00	\$ 222,875.00	\$ 222,875.00	\$ 222,875.00	\$ 222,875.00	\$ 1,299,430.00

Please Note:

* This Fee Summary assumes Customer does not purchase additional Products during the Initial Term. Should Customer purchase additional Products, these Fees will change.

** Year 1 Fees are broken down below under "First Year Payment Milestones"

*** Costs for Year 2 through Year 5 are detailed below under "Recurring Payment Milestones".

FIRST YEAR PAYMENT MILESTONES

Data Migration Service Fees

- **\$25,000** due upon completion of first data test load.
- **\$25,000** due upon completion of Data Load Test set forth in Schedule 7.

Installation Service Fees

- **\$15,395** due upon completion of first data test load
- **\$15,395** due upon completion of services.

SirsiDynix Software License and First Year Maintenance Fees

- **\$230,930** due upon completion of Acceptance Tests set forth in Schedule 3.
- Includes first year Maintenance Fees for SirsiDynix Software and Test Software.

Consulting Fees

- **\$9,210** due upon completion of services.

Custom Distance Training Fees

- **\$70,000** due upon completion of training.

Annual Update Service for Reading Information Subscription Fees

- **\$2,000** due at installation.

Platinum Services Fees

- **15,000** due upon signing of the Agreement.

RECURRING PAYMENT MILESTONES

Recurring Maintenance & Service Fees

- **\$222,875** due annually in advance on anniversary of Customer's **Symphony** Go Live date for Years 2, 3, 4, and 5.
- Includes Annual Maintenance Fees, Platinum Services Fees, and Annual Update Service for Reading Information Fees.

Comment [EET15]: SD: We propose adding this here to make it clear which Go Live this milestone is tied to.

Comment [SKOG16]: Are there other payment options like quarterly payments or will it always be one lump sum?

SD: We require ongoing costs to be in one lump sum, annually in advance. Please note that we pay costs to third party companies annually in advance for database maintenance, hardware support, enriched content and other technology, and these vendors do not allow partial year renewals nor refunds of unused periods in the event of cancellation.

Customer Initial and Date: _____



SCHEDULE 13

Add-On Pricing

- A. Public Library Add-On Pricing
- B. Academic and Special Library Add-On Pricing
- C. School Library Add-On Pricing
- D. Pricing for Exit Services for SWAN Consortium Libraries

Comment [SKOG17]: SWAN has included a proposed pricing for the A, B, and C Add-On Pricing, effectively adding 6 levels instead of 5. The additional level is for the smallest range.
SD: We have accepted your additional pricing and incorporated it into the Schedules below. Please note that we did not use track changes in replacing this pricing to avoid formatting issues.

Customer Initial and Date: _____

SCHEDULE 13A

Public Library Add-On Pricing

Pricing for Add-on Public Libraries with less than 1,350,000 Annual Circulation

Pricing for Add-on Public Libraries with less than 1,350,000 Annual Circulation

				<i>per annual circ</i>			
SirsiDynix Symphony Software*				First Year	Second Year	First Year	Second Year
SirsiDynix ILS (Dynix, Horizon, Unicorn, Symphony) + Branches						0.025	0.025
Non-SirsiDynix ILS:						0.020	0.020
				Non-SirsiDynix			
				Customer Discount	Standard (bib/item, auth, circ)	Deluxe (Standard + acq, ser)	
Data Migration				First Year	Second Year	First Year	Second Year
Level 1	1-150k	Circs		0%	\$ 14,500.00		17,500
Level 2	151-350k	Circs		10%	\$ 17,000	NA	\$ 20,000
Level 3	351k-500k	Circs		15%	\$ 20,000	NA	\$ 22,500
Level 4	601k-850k	Circs		20%	\$ 22,500	NA	\$ 25,000
Level 5	851k-1100k	Circs		25%	\$ 25,000	NA	\$ 27,500
Level 6	1101K - 1350K	Circs		30%	\$ 27,500	NA	\$ 30,000
Additional Discounts				First Year	Second Year	First Year	Second Year
Year 1	15% off data migration					-15%	NA
Sample Scenarios				First Year	Second Year	First Year	Second Year
SirsiDynix ILS, 350k Circs, Standard Migration				\$	25,750	\$	8,750
Non-SD ILS, 350k Circs, Deluxe Migration				\$	24,000	\$	7,000
SirsiDynix ILS, 600k Circs, Deluxe Migration				\$	37,500	\$	15,000
Non-SD ILS, 600k Circs, Standard Migration				\$	32,000	\$	12,000
SirsiDynix ILS, 850K Circs, Standard Migration				\$	43,750	\$	21,250
Non-SD ILS, 850K Circs, Standard Migration				\$	39,500	\$	17,000
SirsiDynix ILS, 1100K Circs, Deluxe Migration				\$	55,000	\$	27,500
Non-SD ILS, 1100K Circs, Deluxe Migration				\$	49,500	\$	22,000
SirsiDynix ILS, 1350K Circs, Deluxe Migration				\$	63,750	\$	33,750
Non-SD ILS, 1350K Circs, Deluxe Migration				\$	57,000	\$	27,000
Notes to Pricing							

1. The above add-on pricing applies to any small library (<1350 circs) that joins during the term of the Agreement (years 1-7)
2. The pricing for a large library or consortium (>1350k circs) wishing to join SWAN, such as Consolidated Computer Services, RSA, MAGIC or LIA would be separately negotiated.
3. If there is no data to migrate, pricing will be based on estimated circulation using the software metrics with a minimum cost of Year 1 \$5000 Year 2 \$1500 per library and Year 1 \$1500 Year 2 \$500 per branch.

Customer Initial and Date: _____

À la Carte Pricing for Optional Migration Services for Public Libraries with less than 1,350,000 Annual Circulation

Marc Dataload

Level 1	1-150k	Circs	\$	2,500.00
Level 2	151-350k	Circs	\$	5,500.00
Level 3	351k-600k	Circs	\$	8,500.00
Level 4	601k-850k	Circs	\$	11,000.00
Level 4	851K- 1100K	Circs	\$	13,500.00
Level 6	1101K - 1350K	Circs	\$	16,500.00

Patron Dataload

Level 1	1-150k	Circs	\$	1,500.00
Level 2	151-350k	Circs	\$	2,500.00
Level 3	351k-600k	Circs	\$	3,500.00
Level 4	601k-850k	Circs	\$	4,500.00
Level 5	851K- 1100K	Circs	\$	5,500.00
Level 6	1101K - 1350K	Circs	\$	6,500.00

Transaction Dataload

Level 1	1-150k	Circs	\$	1,500.00
Level 2	151-350k	Circs	\$	2,500.00
Level 3	351k-600k	Circs	\$	3,500.00
Level 4	601k-850k	Circs	\$	4,500.00
Level 5	851K- 1100K	Circs	\$	5,500.00
Level 6	1101K - 1350K	Circs	\$	6,500.00

Aquisitions or Serials

Level 1	1-150k	Circs	\$	1,000.00
Level 2	151-350k	Circs	\$	1,500.00
Level 3	351k-600k	Circs	\$	2,500.00
Level 4	601k-850k	Circs	\$	5,000.00
Level 5	851K- 1100K	Circs	\$	7,500.00
Level 6	1101K - 1350K	Circs	\$	10,000.00

Consulting Options

25 hour Premier Package:

1.	Policy Profiling preparation (internal – 1 hour to prepare policychart)		
2.	Initial Policy Profiling (5 hours)		
3.	Batch Policyload (internal - 6 hours)		
4.	Data Test Load Review (1 day – 3 hours)		
5.	Final System Configuration (2 days – 8 hours)		
6.	Remote Go-Live assistance (2 hours)	\$	4,375.00

15 hour Standard package:

1.	Policy Profiling preparation (internal – 1 hour to prepare policychart)		
2.	Initial Policy Profiling (1 day – 4 hours)		
3.	Create libraries and run the make users and auto.pl reports (internal - 1 hour)		
4.	Data Test Load Review (1 day – 3 hours)		
5.	Final System Configuration (1 day – 6 hours)		
		\$	2,625.00

Customer Initial and Date: _____

SCHEDULE 13B

Academic and Special Library Add-On Pricing

Pricing for Add-on Academic and Special Libraries with less than 1,000,000 Titles

SirsiDynix Symphony Software*				<i>per title</i>					
SirsiDynix Symphony Software*				First Year	Second Year				
SirsiDynix ILS (Dynix, Horizon, Unicorn, Symphony) + Campus (per title)				0.050	0.050				
Non-SirsiDynix ILS:				0.045	0.045				
Non-SirsiDynix				Customer Discount		Standard (bib/item, auth, circ)		Deluxe (Standard + acq, ser)	
Data Migration				First Year	Second Year	First Year	Second Year	First Year	Second Year
Level 1	1-10k	Titles		0%	\$ 14,500.00	NA	\$ 17,500	NA	NA
Level 2	10-50k	Titles		10%	\$ 17,000.00	NA	\$ 20,000	NA	NA
Level 3	51k-100k	Titles		15%	\$ 20,000.00	NA	\$ 22,500	NA	NA
Level 4	101k-250k	Titles		20%	\$ 22,500.00	NA	\$ 25,000	NA	NA
Level 5	251K- 500K	Titles		25%	\$ 25,000.00	NA	\$ 27,500	NA	NA
Level 6	501K - 1000K	Titles		30%	\$ 27,500.00	NA	\$ 30,000	NA	NA
Additional Discounts						First Year	Second Year		
Year 1	15% off data migration						-15%	NA	
Sample Scenarios						First Year	Second Year		
SirsiDynix ILS, 50k Titles, Standard Migration						\$ 19,500	\$ 2,500		
Non-SD ILS, 50k Titles, Deluxe Migration						\$ 13,250	\$ 2,250		
SirsiDynix ILS, 100k Titles, Deluxe Migration						\$ 27,500	\$ 5,000		
Non-SD ILS, 100k Titles, Standard Migration						\$ 24,500	\$ 4,500		
SirsiDynix ILS, 250K Titles, Standard Migration						\$ 35,000	\$ 12,500		
Non-SD ILS, 250K Titles, Standard Migration						\$ 33,750	\$ 11,250		
SirsiDynix ILS, 500K Titles, Deluxe Migration						\$ 52,500	\$ 25,000		
Non-SD ILS, 500K Titles Deluxe Migration						\$ 50,000	\$ 22,500		
SirsiDynix ILS, 1000K Titles, Deluxe Migration						\$ 80,000	\$ 50,000		
Non-SD ILS, 1000K Titles, Deluxe Migration						\$ 75,000	\$ 45,000		

Notes to Pricing

1. If there is no data to migrate, the software cost will be based on estimated titles with a minimum of \$5000 per institution and \$2500 annually.
2. The pricing for a large library (>1000k titles) wishing to join SWAN, such as Consolidated Computer Services, would be separately negotiated.

Customer Initial and Date: _____

À la carte Pricing for Optional Migration Services for Academic and Special Libraries with less than 1,000,000 titles

Marc Dataload

Level 1	1-10k	Titles	\$	2,500.00
Level 2	11k-50k	Titles	\$	5,500.00
Level 3	51k-100k	Titles	\$	8,500.00
Level 4	101k-250k	Titles	\$	11,000.00
Level 5	251K- 500K	Titles	\$	13,500.00
Level 6	501K - 1000K	Titles	\$	16,500.00

Patron Dataload

Level 1	1-10k	Titles	\$	1,500.00
Level 2	11-50k	Titles	\$	2,500.00
Level 3	51k-100k	Titles	\$	3,500.00
Level 4	101k-250k	Titles	\$	4,500.00
Level 5	251K- 500K	Titles	\$	5,500.00
Level 6	501K - 1000K	Titles	\$	6,500.00

Transaction Dataload

Level 1	1-10k	Titles	\$	1,500.00
Level 2	11-50k	Titles	\$	2,500.00
Level 3	51k-100k	Titles	\$	3,500.00
Level 4	101k-250k	Titles	\$	4,500.00
Level 5	251K- 500K	Titles	\$	5,500.00
Level 6	501K - 1000K	Titles	\$	6,500.00

Aquisitions or Serials

Level 1	1-10k	Titles	\$	1,000.00
Level 1	11-50k	Titles	\$	1,500.00
Level 2	51k-100k	Titles	\$	2,500.00
Level 3	101k-250k	Titles	\$	5,000.00
Level 4	251K- 500K	Titles	\$	7,500.00
Level 5	501K - 1000K	Titles	\$	10,000.00

Consulting Options

25 hour Premier Package:

1. Policy Profiling preparation (internal – 1 hour to prepare policychart)
2. Initial Policy Profiling (5 hours)
3. Batch Policyload (internal - 6 hours)
4. Data Test Load Review (1 day – 3 hours)
5. Final System Configuration (2 days – 8 hours)
6. Remote Go-Live assistance (2 hours)

\$ 4,375.00

15 hour Standard package:

1. Policy Profiling preparation (internal – 1 hour to prepare policychart)
2. Initial Policy Profiling (1 day – 4 hours)
3. Create libraries and run the make users and auto.pl reports (internal - 1 hour)
4. Data Test Load Review (1 day – 3 hours)
5. Final System Configuration (1 day – 6 hours)

\$ 2,625.00

SCHEDULE 13C

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Customer Initial and Date: _____

School Library Add-On Pricing

Pricing for Add-on School Libraries with less than 100 Schools

				<i>per school</i>			
SirsiDynix Symphony Software*				First Year	Second Year		
SirsiDynix ILS (Dynix, Horizon, Unicorn, Symphony) + Branches					650	650	
Non-SirsiDynix ILS:					450	450	
				Non-SirsiDynix			
				Customer Discount	Standard (bib/item, auth, circ)		Deluxe (Standard + acq, ser)
Data Migration				First Year	Second Year	First Year	Second Year
	Level 1	1-5 libraries	Schools	0%	3500 NA	\$ 5,000.00	NA
	Level 2	5-20 libraries	Schools	10%	\$ 5,000	NA \$ 7,500.00	NA
	Level 3	21-40 libraries	Schools	15%	\$ 7,500	NA \$ 10,000.00	NA
	Level 4	41-60 libraries	Schools	20%	\$ 10,000	NA \$ 12,500.00	NA
	Level 5	61-80 libraries	Schools	25%	\$ 12,500	NA \$ 15,000.00	NA
	Level 6	81 - 100 lib.	Schools	30%	\$ 15,000	NA \$ 17,500.00	NA
Additional Discounts						First Year	Second Year
	Year 1	15% off data migration					-15%
							NA
Sample Scenarios						First Year	Second Year
	SirsiDynix ILS, 20 Schools, Standard Migration					\$ 18,000	\$ 13,000
	Non-SD ILS, 20 Schools, Deluxe Migration					\$ 16,500	\$ 9,000
	SirsiDynix ILS, 40 Schools, Deluxe Migration					\$ 36,000	\$ 26,000
	Non-SD ILS, 40 Schools, Standard Migration					\$ 25,500	\$ 18,000
	SirsiDynix ILS, 60 Schools, Standard Migration					\$ 49,000	\$ 39,000
	Non-SD ILS, 60 Schools, Standard Migration					\$ 37,000	\$ 27,000
	SirsiDynix ILS, 80 Schools, Deluxe Migration					\$ 67,000	\$ 52,000
	Non-SD ILS, 80 Schools, Deluxe Migration					\$ 51,000	\$ 36,000
	SirsiDynix ILS, 100 Schools, Deluxe Migration					\$ 82,500	\$ 65,000
	Non-SD ILS, 100 Schools, Deluxe Migration					\$ 62,500	\$ 45,000
Notes to Pricing							

1. If there is no data to migrate, the software cost will be \$5000 per institution and \$500 annually.
2. The pricing for a large library (>100 schools) wishing to join SWAN would be separately negotiated.

Customer Initial and Date: _____

À la carte Pricing for Optional Migration Services for School Libraries with less than 100 Schools

Marc Dataload

Level 1	1-5 libraries	Schools	\$	2,500.00
Level 2	5 - 20 libraries	Schools	\$	5,500.00
Level 3	21-40 libraries	Schools	\$	8,500.00
Level 4	41-60 libraries	Schools	\$	11,000.00
Level 5	61-80 libraries	Schools	\$	13,500.00
Level 6	81 - 100 libraries	Schools	\$	16,500.00

Patron Dataload

Level 1	1-5 libraries	Schools	\$	1,500.00
Level 2	6-20 libraries	Schools	\$	2,500.00
Level 3	21-40 libraries	Schools	\$	3,500.00
Level 4	41-60 libraries	Schools	\$	4,500.00
Level 5	61-80 libraries	Schools	\$	5,500.00
Level 6	81 - 100 libraries	Schools	\$	6,500.00

Transaction Dataload

Level 1	1-5 libraries	Schools	\$	1,500.00
Level 2	6-20 libraries	Schools	\$	2,500.00
Level 2	21-40 libraries	Schools	\$	3,500.00
Level 3	41-60 libraries	Schools	\$	4,500.00
Level 4	61-80 libraries	Schools	\$	5,500.00
Level 5	81 - 100 libraries	Schools	\$	6,500.00

Aquisitions or Serials

Level 1	1-5 libraries	Schools	\$	1,000.00
Level 2	6-20 libraries	Schools	\$	1,500.00
Level 2	21-40 libraries	Schools	\$	2,500.00
Level 3	41-60 libraries	Schools	\$	5,000.00
Level 4	61-80 libraries	Schools	\$	7,500.00
Level 5	81 - 100 libraries	Schools	\$	10,000.00

Consulting Options

25 hour Premier Package:

1. Policy Profiling preparation (internal – 1 hour to prepare policychart)
2. Initial Policy Profiling (5 hours)
3. Batch Policyload (internal - 6 hours)
4. Data Test Load Review (1 day – 3 hours)
5. Final System Configuration (2 days – 8 hours)
6. Remote Go-Live assistance (2 hours) \$ 4,375.00

15 hour Standard package:

1. Policy Profiling preparation (internal – 1 hour to prepare policychart)
2. Initial Policy Profiling (1 day – 4 hours)
3. Create libraries and run the make users and auto.pl reports (internal - 1 hour)
4. Data Test Load Review (1 day – 3 hours)
5. Final System Configuration (1 day – 6 hours) \$ 2,625.00

Customer Initial and Date: _____

SCHEDULE 13D

Pricing for Exit Services for SWAN Consortium Libraries

Remote access/export	
Remote access/export of Bib/Authority Module Data	\$ 2,100.00
Remote access/export of Patron/Circulation Module Data	\$ 1,400.00
Remote access/export of Acquisition Module Data	\$ 2,100.00
Remote access/export of Serial Control Module Data	\$ 2,100.00
Services Management	\$ 300.00
Data Services - Remote access/additional test export (any module)	\$ 1,000.00

Removal services/consulting	
Library Removal with no data	\$ 1,200.00
Library Removal with Circulation and Bib Data	\$ 2,400.00
Library Removal with Acquisitions and Serial Data	\$ 3,600.00
Extraction of Bib Records	\$ 300.00
Extraction of User Records	\$ 300.00
Removal or Modification of MARC Holding Records	\$ 600.00
Rebuilding of Indexes	\$ 1,200.00

Customer Initial and Date: _____

SCHEDULE 14

SVA Server Specifications

Customer will purchase hardware for SVA server. The specifications provided by SirsiDynix below will be used for the hardware purchase.

Comment [EET18]: SD: This is fine.

Dell PowerEdge T620 in a rack from factor
(2) 2.4 GHz E5-2609 Xeon processor
4 GB Memory
PERC H710 Controller RAID 1
(2) 300 GB SAS 2.5" 10,000 rpm disk drives
DVD, SATA, Internal
quad Gigabit Ethernet Ports
No floppy
iDRAC7 Enterprise
RD1000 with 1 x 320 / 640 GB removable disk drive
Redundant Power Supplies
(3) Year Warranty ProSupport and NBD 5x10 Basic Support
Windows Server 2008 Standard Academic Edition - 32 Bit
Sound card

Dialogic

(3) D4PCIU4SEQ Voice & Speech cards, for a total of 12 ports

Comment [EET19]: SD: This is fine.

The Dell PowerEdge T620 as configured will accommodate 65 Dialogic cards at 4 ports per card. Each CPU would be dedicated to 3 cards, with a maximum of total 204 Dialogic ports possible for use.

Comment [EET20]: SD: Please see our redline for your proposed language.

Customer Initial and Date: _____

SCHEDULE 15

SPP and Beta Testing Clarifications

Goal

The Strategic Partner Program (SPP) and Beta Testing are collaborative opportunities for SirsiDynix customers to give feedback to SirsiDynix Product Management and Engineering, which in turn helps SirsiDynix improve its products and product offering.

Iterative Development Process

1. Product Implementation Phase

- Design, Coding, Testing.
- Design, Coding, Testing (lather and repeat).

2. SPP Initiatives

- Discussions, sharing wireframes, fine-tuning requirements.
- Iterative and ongoing throughout implementation.

3. Beta Testing

- Final code created, has been regression tested.
- Live Beta Testing with Customers testing realistic data, whenever possible.

How Does an SPP Initiative Work?

- SPP Initiatives, or cycles, are run by Product Manager and focus on a general topic, a specific product release, or a key feature of a release.
- Volunteer customers participate in webinars, teleconferences, and online discussions to provide feedback.

Advantages of Strategic Partner Program (SPP)

- SPP increases customer participation in new product features and even product direction.
- Customers get involved in providing feedback on features earlier in development cycle *when there is still time to incorporate feedback into a product.*
- Participation is free and voluntary.

Customer Initial and Date: _____

SCHEDULE 16

Development of Patron Image and Signature Image Capabilities

Patron images and signatures have been a long-supported feature of SWAN's current ILS. That being the case, many libraries have adopted policies for patron verification relying heavily upon this feature. While Patron Images are supported by the current release of SirsiDynix's Symphony ILS, modifications are requested of the ILS to include support for an additional patron image that would contain the patron's associated signature, in addition to a variety of methods for modifying this data field. The library staff's procedure for inputting both image fields must also be supported in such a way that is either compatible with current SWAN Member Library hardware or supports alternatives that are widely accessible and inexpensive.

SWAN would like to pursue development of these features as a part of the final contract offerings and Go-Live schedule. Since these features have been assured as a component of Symphony 3.5, the requested implementation should be tied to SWAN's final Symphony Go-Live date. Please note that SWAN will be responsible for image conversion for any images that exceed the 8KB size limit.

Comment [EET21]: SD: We have accepted your language, but please note our additional language.

Requested Features & Functions

- Patron Images imported, referenced, and utilized from current ILS (Innovative Millennium) data
- Patron Image Data Field that may be modified through library staff image upload or direct hardware input via network camera, desktop camera, digital snapshot camera, mobile/tablet device
- Patron Signatures imported, referenced, and utilized from current ILS (Innovative Millennium) data
- Patron Signature Data Field that may be modified through library staff image upload or direct hardware input via signature pad or mobile/tablet device
- Existing Signature and Image data verified and confirmed of consistency through Data Load Test (see Schedule 7)

Patron Images taken through the use of the following hardware or methods

- (Optional) AXIS 211W Network Camera
- Common Brand High Definition Web Cameras
- Common Brand Consumer-Grade Digital Cameras
- Mobile or Tablet Computing Devices (Android, Windows, and iOS)
- (Optional) Standard supported image extensions that can be uploaded directly to ILS

Patron Signatures taken through the use of the following hardware or methods

- (Optional) Topaz SigLit 1x5 Signature Pad
- (Optional) Topaz SignatureGem Backlit LCD 1x5 Signature Pad
- Mobile or Tablet Computing Devices (Android, Windows, and iOS)
- (Optional) Standard supported image extensions can be uploaded directly to ILS

Customer Initial and Date: _____

SCHEDULE 17

Description of SWAN Data and Infrastructure Environment

SWAN has requested the continued use of its current hardware configuration with only upgrades to the current storage configuration and minor modifications to the host server. Given the specifications of current hardware configuration, it had been determined by SirsiDynix that the current SWAN hardware would be capable of maintaining the required SirsiDynix software configuration in addition to SWAN's current load.

Note: During the time of migration to go-live, roughly half of the server capacity will be available, as SWAN must be able to maintain its current ILS until Go Live.

SWAN Hardware Infrastructure

1. Hardware:

1.1. Server Configurations

1.1.1. Primary Host Servers

- (2) Dell PowerEdge R910
- (4) x Intel Xeon E7-4850 2.00GHz
24M Cache, 6.4 GT/s QPI, Turbo, HC, 10 Core 1066MHz
256GB Memory
4-port 10Gb Network Daughter Card
iDRAC7 Interface

1.1.2. Telemessaging Server

- Dell PowerEdge T620
- Dual Core Xeon 5502 1.86GHz processor
- 4MB cache 4GB memory
- (2) x Power supply
- PERC H310 integrated,
- (2) x 500GB 7200 rpm SATA drive SATA, RAID-1 Config
- Internal RD1000 removable disk drive (500GB)
- Embedded Gigabit Ethernet NIC
- iDRAC7 Interface

1.2. Network Configuration

- (2) Dell SonicWall NSA 3500 Firewalls
- Cisco Catalyst 4500R-E Core Switch

1.3. Data Storage

1.3.1. Primary Storage

- Dell EqualLogic PS6100XS
- Virtualized iSCSI SAN, 7x
- Capacity: XTB

1.3.2. Secondary Storage

- (2) Dell EqualLogic PS4100x Storage Array Network (SAN)
- Virtualized iSCSI SAN, 15k SAS drives
- Capacity: 2.39TB

Comment [SKOG22]: SWAN has moved the minimum and recommended staff workstation requirements to Schedule 4 "System Capacity and Growth Warranties" as that schedule included a section of "recommended minimum specifications for hardware" pertaining to the server environment.

Instead SWAN is including the hardware.

SD: This is fine, so we have accepted your additions and deletions. But please note that there are still placeholders in these configurations for SWAN to fill in.

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Customer Initial and Date: _____

1.3.3.Backup Storage

NetApp **MODEL-HERE** iSCSI SAN, 10k SATA Drives

2. Software:

2.1. Primary Host Server Software

- (8) VMware vSphere Enterprise v5.1: 1 processor (8)
- (8) VMware support Enterprise: 1 processor (8)
- VMware vCenter Standard for vSphere 5
- VMware support Standard for vCenter Standard v5
- (8) Veeam Backup & Replication: 1 Processor

2.2. Virtualized Server Software

- (2) RedHat Linux 6.X Distribution
- (2) Oracle X Database

3. Virtual Server Configurations:

3.1. Production Server

- 4-CPU, 32-Cores dedicated
- 256GB Memory
- XGB Storage**
- Redhat Linux 6.X
- Oracle X License**

3.2. Test Server

- 2-CPU, 4-Cores Dedicated
- 8GB Memory
- XGB Storage**
- Redhat Linux 6.X
- Oracle X License**

4. Minimum Client Workstation Configuration:

4.1. Hardware

- 3 GHz CPU
- 1 GB RAM
- 1 GB Hard Disc space
- 1024 x 768 pixel resolution monitor

4.2. Software

Windows XP, Vista, 7, 8 in a 32 or 64-bit configuraton

4.3 Thin Clients

4.3.1 Dell Wyse Terminals, various models

- Windows 7 Embedded Edition
- Microsoft Terminal Services

4.3.2 NComputing L300 Terminals

- Microsoft Terminal Services

Customer Initial and Date: _____

SCHEDULE 18

SirsiDynix Consulting Services

Service	Description	Pricing
Platinum Premier	<p>Training Unlimited access to online eLearning training courses for a maximum of 30 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</p> <p>Best Practices and Custom Consulting Dedicated Library Relationship Manager Annual review and account planning SureSailing monthly</p> <p>Customer Service and Support Dedicated Phone number for Platinum Members 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 Client Care Portal and Knowledge Base access</p> <p>APIs Access to all SirsiDynix APIs and training</p> <p>Data Enhancement Services Update MARC records with full SmartSOURCE service Quarterly Authority update service Authority Processing 10% discount</p>	Included
SureSailing	<p>The SureSailing service provides direct access to a consultant in the SirsiDynix Professional Services team, even after your SirsiDynix projects have been completed and signed off. Through a series of telephone calls lasting up to two hours each, scheduled according to your requirements, you will receive advice and assistance from a consultant experienced with Library systems. You will have the opportunity to share your questions before each call, and the consultant will provide a written response afterwards. SureSailing is especially useful for help in evaluating, planning and executing larger projects such as implementing RFID/self-service, acquisitions workflow automation using EDI, or for help with management information reporting.</p>	Included
LRM Function	<p>SirsiDynix Library Relations Managers work with customers worldwide to facilitate and personalize interactions between SirsiDynix and our customers. Each customer has an assigned LRM. The LRMs hold regular phone and occasional onsite meetings with our customers to assist each library to get the best out of our products and services for its local environment. LRMs act as customer advocates within SirsiDynix and work collectively with the customer and all SirsiDynix departments on an ongoing basis. Your LRM will provide updates on new services or product features and versions that may be of particular interest to your library, including updates or changes that may require planning on your end. LRMs work closely with Customer Support and Product Management to review and escalate support cases and to discuss the opportunities and challenges our customers face that may lead to enhancements to existing products or development of new products and services. LRMs often characterize themselves as the customers' "feet" within SirsiDynix</p>	Included

Customer Initial and Date: _____

	and are a primary point of contact for customers once they are in production with our software.	
Additional Consulting Hours	Additional Consulting hours with a senior Consultant to be used for customization, reports or issues of the client's choice.	\$175/hr

Notes:

- Discounts on Consulting hours have been removed as they have been negotiated to lower rates per the RFP
- SureSailing calls are included as part of the Platinum Premier package.

Customer Initial and Date: _____