



**Quote 81629 for:**

**SWAN Consortium**

**BC Visibility**

**Prepared by:**

Jeff Myers  
Field Sales Consultant  
SirsiDynix

**Quote Date:** November 3, 2015

**Quote Valid Until:** February 1, 2016

## Purchase Details

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

Component	Year 1	Estimated Year 2
SirsiDynix Software	39,310	23,590
Services	2,350	-
Other Third Party Products	650	-
<b>Discount</b>	<b>( 15,720 )</b>	<b>-</b>
<b>Total</b>	<b>26,590</b>	<b>23,590</b>

**Initial Term:** ends April 30, 2020

**Initial Term Annual Price Increase Cap for SirsiDynix Products/Services:** 0 % annual price increase cap until April 30, 2020

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 Products. 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 to the fees for year 1. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

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

This quote is hereby fully incorporated into the Master Agreement

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## Detailed Pricing

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

Component	Price
<b>SirsiDynix Software</b>	
BLUEcloud Visibility, Annual Subscription	39,310
<b>Total SirsiDynix Software</b>	<b>39,310</b>
<b>Services</b>	
Data Migration	250
Installation	2,100
<b>Total Services</b>	<b>2,350</b>
<b>Other Third Party Products</b>	
Zepheira Services - BLUEcloud Visibility	650
<b>Total Other Third Party Products</b>	<b>650</b>
<b>Discount</b>	
RAILS Discount	( 15,720 )
<b>Total Discount</b>	<b>( 15,720 )</b>
<b>QUOTE TOTAL</b>	<b>26,590</b>

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

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## Component Descriptions

### SirsiDynix Software

#### BLUEcloud Visibility, Annual Subscription

BLUEcloud Visibility makes libraries' collections visible and searchable on the open Web through Linked Data technologies, specifically BIBFRAME. SirsiDynix makes MARC 21 data accessible to search engines like Google and Bing, so library collections can be searched on the Web and geographically located thus meeting library users wherever they are. BLUEcloud Visibility has the potential to place library records in front of thousands of new eyes every day. The most important way that a library can expose its bibliographic data and resources on the open web is by breaking free of the constraints of the MARC format. BLUEcloud Visibility is a product that includes; transforming MARC21 records to BIBFRAME, establishing links between bibliographic data elements and open Web data, and associating the globally-linked data with your catalog records and public discovery page. With BLUEcloud Visibility, a library's collections are positioned with open, global standardized ontologies. The web of data includes key identifiers that link to other works, websites, and resources dealing with that subject. BLUEcloud Visibility takes the mystery and complexity out of linked data. In order to reap the benefits of eyeshare and mindshare, placing your library in front of the eyes of your community members, you do not need to make massive investments in search engine optimization, understand all the intricacies of web development, or reconstruct your entire library database. You simply need to allow SirsiDynix to convert your records to their link data elements.

### Services

#### Data Migration:

##### Data Services - BLUEcloud Visibility

Includes a data analysis report of current MARC21 catalogue records

#### Installation:

##### Product Delivery

##### BLUEcloud Visibility Installation Services

Includes installation of BLUEcloud Search Source ILS Agent and Web Services

#### Project Management

##### Project Management - BLUEcloud Visibility

### Other Third Party Products

#### Zepheira Services - BLUEcloud Visibility

Includes setting up of transformation services and converting data to BIBFRAME format

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## Subscription Addendum

- 1. Subscriptions.** For Subscriptions purchased by Customer, and subject to the terms and conditions of this Addendum including without limitation the restrictions set forth in Sections 3 and 4 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 such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription 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 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.
- 1.1** 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 unauthorised third parties to illegally gain access to Customer Data. To mitigate this risk, SirsiDynix BLUEcloud Suite data sent over the internet is encrypted using HTTPS/SSL. However, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet.
- 1.2** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorised user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorised 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.
- 1.3** 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. 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. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. SirsiDynix shall have the right to aggregate and retain non-personally identifiable data. Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. 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 authorised and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to knowingly post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (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. 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 reasonable 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.
- 1.4** 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.
- 1.5** In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Addendum including without limitation the restrictions set forth in the Quote and Section 4

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## Subscription Addendum

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. SirsiDynix Subscriptions Warranty.** SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.
- 3. Reservation of Rights.** All rights not expressly granted in the Addendum are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) 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 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 Addendum.
- 4. 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 non-disclosure agreement with provisions that are at least as restrictive as the terms of this Addendum (except the Customer may grant access to public access catalogues 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.
- 5. Privacy.** Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Addendum. 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 by Customer.** The parties shall indemnify and defend each other in accordance with the terms of paragraphs 6.1.1 and 6.2 of the Master Agreement.

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### **DEFINITIONS**

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

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

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

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

"**Intellectual Property**" means any and all intellectual property rights, recognised 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 generalised features of the structure, sequence and organisation 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 internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party products by any means into Subscriptions or Subscription Software without additional SirsiDynix license.

"**Products**" means Subscriptions and Subscription Software.

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

"**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.

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

"**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.

"**Go Live date**" means the date on which the subscription is substantially ready for operational use for normal daily business.

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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.

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

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

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

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

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

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

The initial term shall begin to run with the Go Live date for the subscription.

If the Go Live date for the subscription does not take place on or before March 31, 2016, this Subscription shall automatically terminate and SirsiDynix will refund any fees SWAN had paid for the Subscription, contingent upon this quote being signed by Dec. 31<sup>st</sup>, 2015.

## Payment Terms

The term of any quoted products is for two (2) years and shall automatically renew for a one year period unless either party gives written notice 60 days prior to the end of any previous term of its intention to terminate the Subscription or the entire Master Agreement. Subsequent years' Maintenance and Subscription fees are to be paid annually in advance. Following the first year of System operation, Maintenance and Subscription fees will be subject to annual increases. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

### **Third Party Products/Software license fees**

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

### **Subscriptions fees**

- 100% of first year's Subscription(s) due at installation

### **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

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

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# Terms and Conditions

**Customer Signature:**

**SWAN Consortium**

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Printed)

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

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

**Billing Address:**  
**SWAN Consortium**

**Illinois**  
**United States**

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