
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** RFP-600174-07/TLR - Integrated Library Automation System**DEPARTMENT:** Administrative Services**DIVISION:** Purchasing and Contracts**AUTHORIZED BY:** Frank Raymond**CONTACT:** Tammy Roberts**EXT:** 7115**MOTION/RECOMMENDATION:**

Award RFP-600174-07/TLR – Integrated Library Automation System to Sirsi Corporation d/b/a SirsiDynix, Provo, UT.

County-wide

Ray Hooper

BACKGROUND:

The Seminole County Public Library System currently operates a legacy Integrated Library System (ILS) supporting an integrated database of approximately 222,000 bibliographic records, 571,000 item records, 213,000 borrower records, and 2,500,000 items circulated annually. RFP-600174-07 provides for Integrated Library System Software and Services to support:

1. Circulation (Check-in, Check-out, etc.)
2. Acquisitions
3. Cataloging with Authority Control
4. Serials
5. Public Access Computers
6. Web Portal for Library Catalog
7. Statistical Reports and Patron Notice
8. Automated Telephone Notification
9. Print Management for Public Access Catalog
10. PC Scheduling for Public Access Catalog
11. Self-Check
12. Credit Card Payment
13. RFID Capable

The Contractor will be required to work with the Seminole County Libraries to analyze bibliographic records (titles), holdings (items), and patron data to identify inconsistencies and mutually acceptable solutions for normalizing and correcting data. In the appropriate section, the vendor has successfully described their processes for analyzing and correcting data.

This project was publicly advertised and the County received three (3) submittals in response to the solicitation. The Evaluation Committee, which consisted of Charlene Beamer, Team Leader, Library Services; James Day, Sr. Analyst, Library Services; Priscilla Glasgow, Program Manager, BITS; Jackson Heinzelman, Program Manager, BITS; Jane Peterson, Library Services Director; and Jerry Tate, Program Manager, Library Services, evaluated the proposals. Consideration was given to past performance, qualifications and training of personnel, system performance/compliance, implementation and integration, and price. The

Committee determined to have presentations from the following two (2) firms: Polaris Library Systems, Liverpool, NY, and Sirsi Corporation d/b/a SirsiDynix, Provo, Utah. Consideration was given to system performance/compliance, implementation and integration; past performance; qualifications & training; and overall presentation. The Committee recommends award of the project to Sirsi Corporation d/b/a SirsiDynix, Provo, Utah. Authorization for services shall begin upon execution of the Agreement, and continue through final completion and acceptance. The total cost of the project including software, hardware, licenses, migration services, support, and reimbursable expenses is \$418,205.00, as budgeted.

Supporting documents include the tabulation sheet, evaluation consensus, and presentation evaluation consensus and evaluation committee comment sheets, and the Master Software License and Services Agreement as reviewed and approved by the County Attorney's Office.

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-600174-07/TLR – Integrated Library Automation System to Sirsi Corporation d/b/a SirsiDynix, Provo, UT.

ATTACHMENTS:

1. Tabulation Sheet
2. Evaluation & Presentation Consensus & Comments
3. Agreement

Additionally Reviewed By:
<input checked="" type="checkbox"/> County Attorney Review (Ann Colby)

B.C.C. - SEMINOLE COUNTY, FL RFP TABULATION SHEET

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFP NUMBER: RFP-600174-07/TLR

RFP TITLE: Integrated Library Automation System

DUE DATE: June 27, 2007, at 2:00 P.M.

PAGE: 1 of 1

Submittals	Response 1	Response 2	Response 3
	Polaris Library Systems 103 Commerce blvd., Ste. A Liverpool, NY 13088 Ph. 800-272-3414 Fx. 315-457-5883 Alastair Cameron, Manager	Sirsi Corp. DBA SirsiDynix 400 West Dynix Dr. Provo, UT 84604 Ph. 800-288-8020 Fx. 801-223-5202 Ian Forrest, Secretary	The Library Corp. Research Park Inwood, WV 25428 Ph. 800-325-7759 Fx. 304-229-0295 Calvin Whittington, Director of Finance
Bidder's Certification Form	Yes	Yes	Yes
Conflict of Interest Statement	Yes	Yes	Yes
Compliance with Public Records Law	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes
Acknowledgement of Addenda	Yes	Yes	No

Evaluation Criteria

- Past Performance, qualifications and training of personnel
- System Performance/Compliance
- Implementation and Integration
- Price Proposal

STATUS

Received and tabulated by: T. Roberts, Sr. Procurement Analyst (Posted: 6/27/2007 at 4:00 pm)

Evaluation Committee Meeting: 7/12/2007 @ 10AM, CSB, 1101 East 1st St., Room 3223, Sanford, FL

Interviews/Presentations: Polaris Library Systems & SirsiDynix – 9/4/2007 @ 8:45am, 215 North Oxford Rd, Casselberry, FL

Evaluation Committee Meeting: 10/24/2007 @ 11am, CSB, 1101 East 1st St., Room 3223, Sanford, FL

Recommendation: Sirsi Corp. dba SirsiDynix, Presented to the BCC: 12/11/2007. (Posted 10/24/2007 @12noon)

RFP-600174-07/TLR
Integrated Library Automation System
RANKING OF PROPOSALS

Evaluation Criteria Respondent	Past Performance, Qualifications & Training	System Performance/ Compliance	Implementation & Integration	Price	Total	Ranking
The Library Corp.	A	U	A	A	M/A	3
Polaris Library Systems	A	M	A	A	A	2
Sirsi Corp. dba SirsiDynix	HA	A	HA	A	A/HA	1

Evaluation Key:

Highly Acceptable = 3
 Acceptable = 2
 Marginal = 1
 Unsatisfactory = 0

The Evaluation Team Recommends: Interviews/presentations with the top two ranked firms, Polaris and SirsiDynix

Evaluators:

- Evaluator #1 – Jane Peterson, Library Services Manager
- Evaluator #2 – Jerry Tate, Program Manager, Library Services
- Evaluator #3 – James Day, Sr. Analyst, Library Services
- Evaluator #4 – Charlene Beamer, Team Leader, Library Services
- Evaluator #5 – Jackson Heinzelman, Program Manager, BITS
- Evaluator #6 – Priscilla Glasgow, Program Manager, BITS

Jane E. Peterson

Jerry Tate

James Day

Charlene Beamer

Jackson Heinzelman

Priscilla P. Glasgow

RFP-600174-07/TLR - Integrated Library Automation System
Presentation Evaluation/Consensus

	Polaris Library Systems	SirsiDynix							
Highly Acceptable (3)		4							
Acceptable (2)	5	1							
Marginal (1)	1	1							
Unsatisfactory (0)									
Total Score	11	15	0						

Evaluators:

Jane Peterson, Library Services

Jerry Tate, Library Services

James Day, Library Services

Charlene Beamer, Library Services

Jackson Heinzelman, BITS

Parsilla Glasgow, BITS

Jane E. Peterson

Jerry Tate

James Day

Charlene Beamer

Jackson Heinzelman

Parsilla J. Glasgow

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Sirsi Corp

EVALUATION COMMITTEE MEMBER:

Jane E. Petersen

9/4/07 presentation

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Superior training. 8 days on-site;
Online training
Familiarity with SCPL Systems

Criteria: System Performance/Compliance

Intuitive interface for staff and patrons
for smoother transition

Criteria: Implementation and Integration

Included: self check, PC scheduling
print management. These systems
are highly desirable for SCPLS and
will save the County money

Criteria: Overall Presentation

Focused. Organized. To me the Sirsi
Corp was more focused than Polaris

Overall Rating:

Highly Acceptable (4)
Marginal ()

Acceptable ()
Unsatisfactory ()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Polaris Library Systems

EVALUATION COMMITTEE MEMBER:

9/4/07 Presentation

Jane E. Peters

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Offsite travel for training costing the
county money

Back up support - first day assistance
and post-installation assistance is not
Criteria: System Performance/Compliance included in quote

Interface is not intuitive making
it harder for staff to learn and
patrons to use. Appearance not as
clean as Sirsi

Criteria: Implementation and Integration

Problems with Technical Services functions:
ILL doesn't match specs procedures
serial holds do not migrate creating
extra work for staff. Acquisitions
accounts can't be transferred

Criteria: Price Proposal

Presentation did not go smoothly - did not
request right equipment. Explanations not
too clear. Indicates potential problems
with installation and customer service

Overall Rating:

Highly Acceptable ()
Marginal ()

Acceptable (4)
Unsatisfactory ()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Sirsi Corp

EVALUATION COMMITTEE MEMBER:

Jerry Tate

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Strengths: 8 day on-site training; on-line training.
Weaknesses: Vendor's on-site training travel expenses can go beyond the \$3,000 allocated.

Criteria: System Performance/Compliance

Strengths: Forms functionality is part of the ILS; Authority work was included in the quote; web portal and training database are hosted by vendor; staff interface is clean.

Criteria: Implementation and Integration

Strengths: Integrated self-check, print management and PE scheduling on a single platform (one stop); Acquisitions fund accounts can be transferred

Criteria: Overall Presentation

Strengths: Questions were answered; access requirements were requested in advance.

Overall Rating:

Highly Acceptable (✓)
Marginal ()

Acceptable ()
Unsatisfactory ()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Polaris Library Systems

EVALUATION COMMITTEE MEMBER:

Jerry Tate

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Strengths: 7 day on-site training.

Weaknesses: System Admin training is off-site with travel expenses the responsibility of the library; on-site post-installation review is extra cost; five-day assistance is optional.

Criteria: System Performance/Compliance

Strengths: MSSQL database (County std.); Remote Patron Authentication is built into the ILS - no additional charge.

Weaknesses: Staff interface is cluttered.

Criteria: Implementation and Integration

Strengths: Self-check is part of the ILS functionality but can support 3rd party vendors.

Weaknesses: Acquisitions fund accounts do not transfer; serial holds do not migrate to new ILS; Inter Library Loan functionality is not compatible with the library's workflow.

Criteria: Overall Presentation

Strengths: Questions were answered.

Weaknesses: Presentation was interrupted due to access need that was not requested in advance.

Overall Rating:

Highly Acceptable ()

Marginal ()

Acceptable (✓)

Unsatisfactory ()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Sirsi Corp

EVALUATION COMMITTEE MEMBER:

JAMES DAY

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Highly Acceptable: Our current vendor with a very good history of service. This vendor has many important customers of libraries of our size in Florida. Strong, known user group (CODR).

Criteria: System Performance/Compliance

Highly Acceptable: Staff client is a very modern and highly customizable software package allowing for a better match to our established workflows. PAC has a highly customizable set of "content modules" which is much like a content management system.

Weaknesses: No opt-in for patrons to keep a list of read books.

Criteria: Implementation and Integration

Highly Acceptable: SirsiDynix releasing new ILS Symphony with many new features to a stable Unicorn base. One Stop system integrates self-checkout, PC scheduling, print management, e-commerce, and RFID. Very detailed implementation and training schedule. As current vendor, can provide more complete data migration.

Criteria: Overall Presentation

Very thorough and professional presentation. Presenters were very knowledgeable, planned ahead, arrived early, and had no technical problems.

Overall Rating:

Highly Acceptable	(X)	Acceptable	()
Marginal	()	Unsatisfactory	()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Polaris Library Systems

EVALUATION COMMITTEE MEMBER:

JAMES DAY

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Acceptable: The vendor listed several customers in Florida, but none were major public libraries despite their focus on those types of libraries.

Criteria: System Performance/Compliance

Acceptable: System offers pre-notification built-in.
PAC stylesheets and ASP code is customizable.
PAC has no limits for sorting results.
Staff mode has a good finder, can create SQL queries for staff.
Weaknesses: Children's PAC must be purchased separately.
In circulation, items out columns are not sortable.

Unsatisfactory: Did not quote price for all necessary modules or components.

Criteria: Implementation and Integration

Acceptable: Assigned support team of Site Manager and Technician.
New version 4.0 supposedly coming in about one year - unknown features
Weaknesses: Conversion of data from current Dynix ILS will not be as easy or complete.

Criteria: Overall Presentation

Presentation was well done. Presenters were knowledgeable, although a little late and had a few technical problems

Overall Rating:

Highly Acceptable	()	Acceptable	(X)
Marginal	()	Unsatisfactory	()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Sirsi Corp

EVALUATION COMMITTEE MEMBER:

Charlene Beamer

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Strengths include an eight day on-site training for up to ten staff per session covering all of the software modules proposed. Four-day system administration course for system administrators to be provided via WebEx. Master Training coupon provides unlimited access to online training throughout the implementation process, continuing to approximately thirty days after the system Go-Live date.

Criteria: System Performance/Compliance

Strengths include patrons having more options when searching the library catalog. For example, searches could include library databases, local libraries holdings, and the web. Staff and patrons alike will have an easier time with searches because the system defaults back to the search screen after placing a hold. Capability of custom tool bars so staff will not have to flip between functionalities. Example, serials may be checked-in with out leaving the cataloging module. Customized wizards streamline the desktop and allow for a less cluttered look while providing staff with all the necessary duties of the circulation desk. Patrons and staff have the ability to suspend a hold and input specific dates as desired.

Criteria: Implementation and Integration

On-site trainer/consultant, on hand for the first two – three days to provide answers, refresher training and assist with fine-tuning policies and parameters if necessary.

Criteria: Overall Presentation

SirsiDynix provided a flawless, professional presentation that included answers to all questions presented by library staff in attendance.

Overall Rating:

Highly Acceptable	(X)	Acceptable	()
Marginal	()	Unsatisfactory	()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Polaris Library Systems

EVALUATION COMMITTEE MEMBER:

Charlene Beamer

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Strengths include a seven day on-site training for PAC, Patron Services, Cataloging, Acquisitions, Serials and Workflow.

Weaknesses include optional, not standard, live-day assistance. Three days of Syracuse-based training at the library expense.

Criteria: System Performance/Compliance

Strengths include County standard MSSQL database.

Weaknesses include not being able to accept debit or credit cards for payment of fees and fines. Unable to switch patron record if a patron barcode is entered when an item barcode is expected. Unable to designate representatives who can check out and renew items in their names. Unable to allow patrons/staff to suspend a hold and input specific dates. Global updating of the authority records is fee based and is not included in the quote provided. The fund account data will not convert with Polaris.

Criteria: Implementation and Integration

Criteria: Overall Presentation

Polaris representatives were late to the presentation and had technical difficulties during the presentation. As a result, we were not able to evaluate all applications including serials.

Overall Rating:

Highly Acceptable ()

Marginal (X)

Acceptable ()

Unsatisfactory ()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Sirsi Corp

EVALUATION COMMITTEE MEMBER:

 Jackson Heinzelman

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training
Bigger and older company, perhaps not as focused on newer technology

Criteria: System Performance/Compliance
Does not fit County architecture, would be harder to integrate with other applications/systems

Criteria: Implementation and Integration
Closer integration with current system

Criteria: Overall Presentation
Sales Presentation
Needs further technical review from TAT and NASA team!

Overall Rating:

Highly Acceptable ()
Marginal (X)

Acceptable ()
Unsatisfactory ()

Roberts, Tammy

From: Heinzelman, Jackson
Sent: Wednesday, October 24, 2007 11:27 AM
To: Roberts, Tammy
Subject: Presentation Evaluation ILS.doc

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Polaris Library Systems

EVALUATION COMMITTEE MEMBER:

 Jackson Heinzelman

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training
Very Customer focused

Criteria: System Performance/Compliance
Fits overall County infrastructure, SQL Backend with web front end that we own and can modify

Criteria: Implementation and Integration
Financial data would not be transferred, would require a transition plan, dual entry

Criteria: Overall Presentation
*Customer Focused, answered all questions positively
Needs further technical review from TAT and NASA team!*

Overall Rating:

Highly Acceptable ()

Marginal ()

Acceptable (X)

Unsatisfactory ()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Sirsi Corp

EVALUATION COMMITTEE MEMBER:

Priscilla Glasgow

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Acceptable

Criteria: System Performance/Compliance

Acceptable

Criteria: Implementation and Integration

~~Highly~~ Acceptable

Criteria: Overall Presentation

Acceptable

Overall Rating:

Highly Acceptable ()
Marginal ()

Acceptable (✓)
Unsatisfactory ()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Polaris Library Systems

EVALUATION COMMITTEE MEMBER:

Priscilla Glasgow

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Acceptable

Criteria: System Performance/Compliance

Acceptable

Criteria: Implementation and Integration

Highly Acceptable

Criteria: Overall Presentation

Acceptable

Overall Rating:

Highly Acceptable ()
Marginal ()

Acceptable (✓)
Unsatisfactory ()



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Tammy Roberts, Senior Procurement Analyst
Purchasing & Contracts

From: Ann Colby, Assistant County Attorney
Ext. 7254

Date: October 29, 2007

Subject: Integrated Library Automation System

In response to your letter dated October 26, 2007, I reviewed the Master Software License and Services Agreement proposed by SirsiDynix for the Integrated Library Automation System. I have no problems with the form and legality of the Agreement; however, it should be reviewed carefully by the Department of Library Services to make sure that the services as detailed are in fact the services desired.

I have no objection to this contract being used in lieu of the County-drafted Agreement provided that its terms are compatible with the Library's needs.

If you have any additional questions regarding this Agreement, please give me a call.

AEC:jjr



MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This Master Software License and Services Agreement ("**Agreement**") # _____ is made and entered into this ____ day of _____, 200__ ("**Effective Date**") by and between SirsiDynix, with principal offices at 101 Washington Street SE, Huntsville, Alabama 35801-4827 ("**SirsiDynix**") and _____ ("**Customer**"), having its offices at _____. Collectively, Customer and SirsiDynix shall be referred to as "**Parties**" and individually as a "**Party**."

In consideration of the mutual promises, covenants and representations herein, and upon the terms and conditions set forth below, the Parties agree as follows:

This Software License and Services Agreement is a binding agreement between the Parties for all orders placed by Customer with SirsiDynix and accepted by SirsiDynix for the license of Software and/or the provision of SaaS Services, Support, Professional Services and other services. All orders shall be placed using an Ordering Form, as defined herein, the terms of which are incorporated in this Agreement by reference herein.

1. DEFINITION OF TERMS.

"**Agreement**" means this Master Software License and Services Agreement, Ordering Forms, SaaS Schedule, reference to information contained in a SirsiDynix URL or policy and such other attachments and exhibits that the Parties' authorized representatives may mutually agree to in writing.

"**SaaS Schedule**" means a schedule for SaaS Services if purchased by Customer.

"**SaaS Services**" has the meaning set forth in the SaaS Schedule.

"**Certified Operating Environment**" or "**COE**" means Hardware, operating system, middleware, database products and other software on which SirsiDynix indicates the Software or SaaS Services will operate.

"**Confidential Information**" has the meaning set forth in section 10.

"**Content**" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer is provided access to by SirsiDynix on a subscription basis pursuant to this Agreement.

"**Customer Data**" means any electronic data, information or material provided or submitted by Customer to SirsiDynix through the Services together with all data, information or material that Customer enters into the Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under this Agreement to perform its obligations.

"**Designated Equipment or Hardware**" means the computer or server comprised of its central processing unit and its major peripherals, including the equipment provided by SirsiDynix and identified as such in the Ordering Form; the equipment provided by Customer, if any, and identified as such in the Ordering Form; and the usual and necessary operating system software provided with the equipment by its manufacturer or purchased by Customer, but excluding networking equipment, communication lines and computer equipment at the other end of such lines.

"**Developed Materials**" means any Intellectual Property created or developed by SirsiDynix, its employees, agents or contractors in the performance of this Agreement.

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

"**Error**" means a material failure of the 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.

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

"**Intellectual Property Rights**" or "**Intellectual Property**" means patent rights (including patent applications and disclosures), copyrights, moral

rights, trademarks, service marks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded.

"**License Period**" means, with respect to Software license or Content orders, the period for which the license is granted to Customer for each Software or Content subscription, as shown in the applicable Ordering Form.

"**Ordering Form**" means either (i) the document executed by the Parties that describes in detail Customer's order-specific information, including but not limited to, description of Software or Services ordered, fees, License Period or Term, or (ii) a Purchase Order.

"**Purchase Order**" means Customer's order to obtain Software or Services pursuant to this Agreement duly signed by a Customer's authorized representative, which incorporates by reference the terms of this Agreement and the written quotation provided by SirsiDynix.

"**Professional Services**" has the meaning set forth in section 4A.

"**Services**" means Professional Services, SaaS Services, Support and/or Training Services.

"**SirsiDynix Software**" means each SirsiDynix-developed or SirsiDynix-owned software product, as listed in the Ordering Form, 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.

"**Support**" means with respect to the SaaS Services and/or SirsiDynix Software license orders (i) assistance and workarounds for resolving known problems, (ii) Error Corrections if required in the sole judgment of SirsiDynix to enable the applicable SirsiDynix Software to perform substantially in conformity with the Documentation, and (iii) Updates, all of which are provided under SirsiDynix's Support Policies in effect at the time the Services are provided.

"**Support Policies**" means the technical support and maintenance policies of SirsiDynix, a current version of which can be found at http://www.sirsi.com/uhtbin/custinfo/Cccinfo/support_policies_for_website.pdf.

"**System**" means the total complement of Hardware, SirsiDynix Software, and Third Party Software furnished and maintained by SirsiDynix.

"**Third Party EULA**" means the end user license agreement that either accompanies the Third Party Software or is appended to the Ordering Form.

"**Third Party Software**" means the object code of the software, including Documentation and Updates, listed in the Ordering Form owned by an entity other than SirsiDynix which is sublicensed by SirsiDynix to Customer pursuant to the terms of the Third party EULA.

"**Training Services**" has the meaning set forth in section 4B.

"**Updates**" means the Error Corrections, updates, modifications or enhancements to the Software developed after the effective date of the Ordering Form which SirsiDynix makes generally available to its

customers as part of the Support. Updates exclude new products in which SirsiDynix generally charges a separate license fee.

"User" means an employee, agent, or contractor of Customer that has been authorized by Customer, and assigned a unique username-password combination, to access and use the Software, Content or SaaS Services.

2. SOFTWARE LICENSE ORDERS.

A. License Grant. Subject to the terms and conditions of this Agreement, including but not limited to the use rights, license scope rules and definitions described in the applicable Ordering Form and subject to payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, personal, non-transferable license, for the License Period to (i) install, run and use the Software on the Designated Equipment and COE solely for Customer's own business operations and solely as enabled by the license key or keys, (ii) use the Documentation in connection with such use of the Software, and (iii) access Content, if purchased by Customer, on a subscription basis. The server Software shall not be simultaneously loaded and operated on more than one hardware platform.

B. Third Party Software. If no Third Party EULA is provided, the terms and conditions applicable to the Third Party Software shall be governed by the terms and conditions of this Agreement. The terms and conditions applicable to any Third Party Software will otherwise be governed by the applicable Third Party EULA. In the event of a conflict, the Third Party EULA will take precedence over the terms of this Agreement.

C. Copies. Customer may make a reasonable number of machine-readable copies of the Software 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 number and location upon request.

D. License Restrictions. 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 Software, or SirsiDynix's or its licensors' Intellectual Property or Confidential Information; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Software, Intellectual Property or Confidential Information of SirsiDynix or its licensors 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 Agreement; provided however that Customer may extend to library users, other libraries, and third party entities online data inquiry access to the Software module provided for that purpose (i.e. public access catalog); (iv) write or develop any derivative software or any other software program based upon the Software, the Intellectual Property or Confidential Information of SirsiDynix or its licensors; (v) modify, adapt, translate or otherwise make any changes to the Software or any part thereof; (vi) use the Software, the Intellectual Property or Confidential Information of SirsiDynix or its licensors to provide processing services to third parties, or otherwise use the Software 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 Software; or (viii) otherwise use or copy the Software except as expressly permitted herein. Content accessed on a subscription basis (i) may not be modified, (ii) may be used solely for Customer's own use and (iii) may not be used as part of a commercial time-sharing or service bureau or in any resale capacity.

E. Additional Licenses. Customer may purchase additional Software or Content licenses or otherwise expand the scope of such license granted under an Ordering Form, upon SirsiDynix's receipt and acceptance of a new Ordering Form specifying the foregoing, and upon Customer's

payment of additional license fees, if applicable, for such expanded scope.

F. Dedicated Servers. All servers that are part of the System shall be dedicated servers and shall only contain software and content for, and shall only be operated for the purposes of, the System. Failure to comply with this requirement by Customer may result in SirsiDynix's voiding its warranties made under this Agreement and/or terminating Support.

3. SUPPORT.

A. General. Support shall be provided under SirsiDynix's Support Policies in effect at the time the services are provided. The Support Policies, incorporated in this Agreement, are subject to change at SirsiDynix's discretion; however, SirsiDynix will not materially reduce the level of services provided during the period for which Support fees have been paid.

SirsiDynix reserves the right to correct Errors in the latest version of the Software. Updates are provided when available, and SirsiDynix is under no obligation to develop any future programs or functionality.

Customer agrees to report all suspected Errors and questions through its authorized support contact. Reports will include all pertinent information regarding Customer deployment of the Software and the circumstances under which the problem occurred. When submitting a Support service request, the support contact should have a baseline understanding of the problem encountered and the ability to reproduce the problem in order to assist SirsiDynix in diagnosing and triaging the problem.

SirsiDynix is under no obligation to provide Support with respect to: (i) Software that has been altered or modified by anyone other than SirsiDynix; (ii) a release of Software for which Support has been discontinued; (iii) discrepancies that do not significantly impair or affect the operation of the Software; (iv) SirsiDynix Software used on a computer or operating system other than a COE; (v) any violation of the terms and conditions of this Agreement; or (vi) any systems or programs not supplied by SirsiDynix or not covered by the Ordering Form.

B. SirsiDynix Software Support. Starting on the Go Live Date, during the License Period, and as long as Customer is current on its payments of Support fees (as described in this Agreement and the Ordering Form), SirsiDynix shall provide Support for the SirsiDynix Software listed on the Ordering Form). Support shall be provided on an annual basis. Following the first anniversary of the initial Support term, and unless the License Period has expired, Support services shall be automatically renewed from year to year unless Customer gives written notice 60 days prior to the end of the initial Support period or any extension thereof, of its intention to terminate the Support service.

During the term of the License Period, in the event that Support Services lapse, a reinstatement fee shall be assessed, equal to 100% of the aggregate Support fee that would have been payable during the period of lapse, based on the list price for Support Services at the time of reinstatement. In order to reinstate Support for licenses with products not currently supported by SirsiDynix, Customer must migrate its program licenses to currently available releases.

Support must be ordered for all copies of the SirsiDynix Software and for all elements of the SirsiDynix Software under an Ordering Form, which are used conjunctively by Customer.

C. Third Party Software and Hardware Support. Unless otherwise noted in an Ordering Form, SirsiDynix will provide first line support for Third Party Software and Hardware listed on an Ordering Form in accordance with SirsiDynix's then-current Support policies.

4. OTHER SERVICES.

A. Professional Services. Customer may obtain, at its sole option, professional services such as consulting, data services, site planning, configuration, integration and deployment of the Software, as mutually agreed to and described in the applicable Ordering Form ("Professional Services").

B. Training Services. Customer may obtain, at its sole option, training courses for its personnel, as mutually agreed to and described in the applicable Ordering Form ("Training Services").

C. Additional & Change Orders. Customer may purchase additional Services upon SirsiDynix's receipt and acceptance of a new Ordering Form specifying the foregoing, and upon Customer's payment of additional fees, if applicable. Either Party may propose a change order to add to, reduce or change the work ordered in the Ordering Form. Each change order shall specify the change(s) to the services or deliverables, and the effect, if any, on the schedule and on SirsiDynix's compensation, due to the change. SirsiDynix shall not implement a change order unless it is executed by the Parties. In the event of any delay in Customer's performance of any of the obligations set forth herein or any other delays caused by Customer, the milestones and fees set forth in the Ordering Form shall be adjusted as reasonably necessary to account for such delays, in accordance with the provisions of this section 4C.

D. Estimated Time/Cost Overruns. This section applies if the Professional Services or Training Services ordered under the Ordering Form are not compensated on a fixed-price (total flat fee) basis, e.g., work compensated on a time and materials basis or under an estimated "cap" with fixed hourly rates. SirsiDynix shall track its progress of the work against the estimated schedule/milestones and the budgeted cost of performance, and provide a written report to Customer of such progress with each invoice. SirsiDynix shall promptly report to Customer at the earliest time it discovers that the time or cost of performance of the Professional Services or Training Services will exceed the estimated time and/or cost authorized in the Ordering Form, and in any event before proceeding with the portion of the Professional Services or Training Services that will cause the estimated time and/or cost to exceed the then-current estimate(s). In such report, SirsiDynix shall explain in reasonable detail the reason(s) for the anticipated time and/or cost overrun and shall estimate the revision in the estimated time and/or estimated costs necessary to complete the work. SirsiDynix shall not perform such additional work or any work performed in excess of any estimated "cap" identified in the Ordering Form, unless the Parties have executed a change order pursuant to section 4C above.

5. HARDWARE.

Risk of loss on all Hardware passes 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. Title to the Hardware shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker.

6. COOPERATION AND ASSISTANCE.

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

B. Personnel; Remote Access. SirsiDynix shall provide reasonably sufficient personnel to perform the Services required by the Ordering Form. SirsiDynix's personnel performing the Services may be either SirsiDynix employees or contractor personnel, and in either case shall comply with Customer's reasonable rules and regulations while on Customer's premises. Customer agrees to provide SirsiDynix with access to and use of Customer's personnel, facilities and equipment to the extent necessary for SirsiDynix to perform the Services. For installation of the System, Customer shall ensure that SirsiDynix's assigned technical personnel are able to access the System remotely. Customer shall be responsible for providing access through any security measures it deems necessary. SirsiDynix alone shall decide whether access to the System is sufficient for installation purposes. Ordering Forms may set forth additional details regarding SirsiDynix's access to and use of Customer's personnel, facilities and equipment.

C. Enforcement. Customer shall ensure that all Users and any third parties comply with the terms and conditions of this Agreement. Customer shall promptly notify SirsiDynix of any suspected or alleged violation of the terms and conditions of this Agreement and shall provide information to SirsiDynix with respect to: (i) investigation by SirsiDynix of any suspected or alleged violation of this Agreement and (ii) any action by SirsiDynix to enforce the terms and conditions of this Agreement.

7. OWNERSHIP.

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

B. Developed Materials. SirsiDynix retains all rights, title and interest in any and all Developed Materials, all training and procedural materials used or in any manner employed by SirsiDynix in the provision of Professional Services or other Services under this Agreement, which may be developed for Customer through the reimbursed or unreimbursed efforts of SirsiDynix employees or agents. To the extent Developed Materials may be included with or embodied in any deliverables delivered to Customer hereunder, SirsiDynix grants Customer, upon full payment of the applicable fees and charges, a personal, irrevocable, nonexclusive, worldwide, royalty-free license to, during the License Period, use, execute, reproduce, display, perform, distribute internally, and prepare for internal use only derivative works based upon the Developed Materials in each case solely in conjunction with the deliverable provided in connection with the Ordering Form. Customer acknowledges that SirsiDynix may use works for third parties that are based upon, similar or identical to the deliverable. The license restrictions set forth in section 2 apply to Developed Materials.

C. Content. Customer further acknowledges that all Content, excluding any Customer Data, is proprietary to SirsiDynix or its licensors, and SirsiDynix or such licensors retain exclusive ownership of the same throughout the world, including all Intellectual Property Rights embodied therein.

D. 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.

8. WARRANTIES; DISCLAIMER.

A. SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software will operate in all material respects in conformity with the Documentation so long as Customer has incorporated all Error Corrections and Updates to the SirsiDynix Software that SirsiDynix has made available to Customer.

B. Remedies. If the SirsiDynix Software does not perform as set forth in the Documentation, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within 30 days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software 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. If Customer elects not to terminate the SirsiDynix Software license for the affected portion of the Software, Customer waives all rights for the applicable warranty cure set forth herein.

C. Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty set forth in section 8A or 8B caused by: (i) modifications made to the System by anyone other than SirsiDynix; (ii) the combination, operation or use of the System components with any items not supplied by SirsiDynix to Customer; (iii) Customer's failure to use any new or corrected versions of the System components made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the SirsiDynix Software operating procedures described in the Documentation.

D. Professional Services. SirsiDynix warrants that the Professional Services provided under this Agreement will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services. Customer's exclusive remedy, and SirsiDynix's entire liability, shall be the re-performance of the Service or an equitable adjustment in the fees paid for the affected Professional Services, 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.

E. Third Party Software and Hardware.

SirsiDynix warrants that it is an authorized distributor of the Hardware and Third Party Software and that with the execution of the Ordering Form, Customer will have the right to use the Third Party Software in accordance with the terms and conditions of the Third Party EULA or of this Agreement if no Third party EULA is provided.

Hardware warranties shall be governed by the manufacturer's warranty. Such warranties begin on shipment of the third party products from the manufacturer, whether shipment is to SirsiDynix or to Customer. SirsiDynix makes no warranties of any kind with respect to the Hardware.

Third Party Software warranties, if any, shall be governed by the terms of the Third Party EULA. SirsiDynix makes no warranties of any kind with respect to Third Party Software.

G. Disclaimer. THE WARRANTIES SET FORTH IN SECTION 8A, 8B, 8D AND 8E OF THIS AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT THE SIRSIDYNIX SOFTWARE, DOCUMENTATION, DELIVERED MATERIALS OR CONTENT 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 WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.

9. FEES, TAXES, PAYMENT.

A. Fees and Payment Terms. Fees or other charges for licenses, products, and Services shall be as specified in the Ordering Form. Fees are exclusive of, and Customer is responsible for, shipping costs. Invoices shall be considered past due 30 days after the date shown thereon. Past due balances are subject to the lesser of a 1½% per month interest charge (18% per annum) or the highest rate allowed by law. Unless expressly provided otherwise in the Ordering Form, fees paid or payable for Software licenses or Support are not contingent under any circumstances upon the performance of any Professional Services (including implementation services) or Training Services.

B. Taxes. Unless otherwise noted, the prices in this Agreement do not include taxes. Customer agrees to pay any taxes, other than those

based on SirsiDynix's net income, arising out of this Agreement. If Customer has tax exempt status, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate prior to execution of this Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying taxes due.

10. CONFIDENTIALITY.

SirsiDynix acknowledges that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

By virtue of this Agreement, the Parties may be exposed to or be provided with certain confidential and proprietary information of the other Party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing Party ("**Confidential Information**"). Confidential Information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of this Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation. SirsiDynix's placement of a copyright notice on any portion of any Software or any update to such 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.

Except as expressly permitted any law, each Party will protect the other's Confidential Information from unauthorized dissemination and use the same degree of care that each such Party uses to protect its own non-public and confidential information, but in no event less than a reasonable amount of care. Neither Party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Neither Party will disclose to third parties the other's Confidential Information without prior written consent of the other Party.

Information shall not be considered Confidential Information to the extent, but only to the extent, that the disclosing Party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving Party; (ii) was in the receiving Party's possession before receipt from the disclosing Party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; (iv) has been independently developed by one Party without reference to any Confidential Information of the other; or (v) is required to be disclosed by law provided the receiving Party has promptly notified the disclosing Party of such requirement and allowed the disclosing Party a reasonable time to oppose such requirement.

11. INDEMNIFICATION.

SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software or SaaS Services infringe a third party's intellectual property rights ("Claim"). For purposes of this section, "Intellectual property rights" means any USA patent, registered copyright, trade secret or registered trademark. SirsiDynix will indemnify Customer against all damages and costs attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix.

SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or SaaS Services or used a release other than a current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of a current unaltered release of the SirsiDynix Software or SaaS Services,

or (ii) the combination, operation or use of the SirsiDynix Software or SaaS Services with software or data not provided under this Agreement.

If it is adjudicated that an infringement of the SirsiDynix Software or SaaS Service by itself and used in accordance with this Agreement infringes any USA patent, registered copyright, trade secret or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the SirsiDynix Software or the SaaS Service; (ii) replace or modify the SirsiDynix Software or the SaaS Service so it becomes non-infringing; or (iii) (a) with respect to the SirsiDynix Software license: remove the SirsiDynix Software in question and refund its net book value based on a straight-line basis over a five year period commencing on the Go Live Date and (b) with respect to SaaS Services: terminate such Service and refund any prepaid fees for SaaS Services after the date of termination.

This section states SirsiDynix's entire obligation to Customer and Customer's sole remedy for any claim of infringement.

12. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THIS AGREEMENT) TO CUSTOMER AND ANY THIRD PARTIES UNDER THIS AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 11 (Indemnification), WILL BE LIMITED TO THE PAYMENTS MADE BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM. 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, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SIRSIDYNIX BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE) INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR TREBLE DAMAGES ARISING FROM CUSTOMER'S OR ITS USER'S USE OF THE WEBSITES, CONTENT OR DATABASE IN ANY MANNER, INCLUDING WITHOUT LIMITATION ANY CLAIM RELATING TO THEIR USE OR INABILITY TO USE THEM, OR THE ACCURACY OF THEIR CONTENT. NO CLAIM ARISING OUT OF THIS AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF TWO YEARS OR THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

13. TERMINATION.

Either Party may terminate this Agreement immediately upon written notice if the other Party commits a non-remediable material breach of this Agreement or if the other Party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching Party within 30 days of being notified in writing of such breach. Customer acknowledges that its distribution or use of the Software or SaaS Services in violation of this Agreement constitutes a non-remediable material breach. Following termination of this Agreement (for whatever reason), each Party will deliver to the other any property of the other Party in its possession or control in good condition, reasonable wear and tear excepted. Upon SirsiDynix's request, Customer agrees to certify that it has returned or destroyed all copies of the Software, Developed Materials and Confidential Information and acknowledges that its rights to use the same are relinquished. Neither Party will be liable for any damages arising out of the termination of this Agreement, provided that such termination will not affect any right to recover damages sustained by reason of material breach or any payments owing under the Agreement.

Where the non-breaching Party has a right to terminate this Agreement, the non-breaching Party may at its discretion either terminate this Agreement or the applicable Ordering Form, or terminate this Agreement in respect of those parts of the Agreement which can be severed from the remainder and which provide for the performance of those obligations which the breaching Party has not performed.

14. GENERAL.

A. 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. This provision does not relieve Customer of its obligation to make payments then owing.

B. Assignment. SirsiDynix may assign this Agreement and all of its rights and obligations herein without Customer's approval 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 this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

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

D. Export. If Customer exports any of the Software, it must 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. Customer shall not knowingly, directly or indirectly, without prior written consent, if required, of the office of Export Administration of the US Department of Commerce, export or transmit any of the Software to any country to which such transmission is restricted by applicable regulations or statutes.

E. Compliance. During the term of this Agreement and for a period of one year following its termination, Customer shall maintain and make available to SirsiDynix records sufficient to permit SirsiDynix or an independent auditor retained by SirsiDynix to verify, upon ten days' written notice, Customer's full compliance with the terms and requirements of this Agreement. Such audit shall be performed during regular business hours. If such verification process reveals any noncompliance by Customer of this Agreement, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process (including, but not limited to the fees of an independent auditor) incurred by SirsiDynix, and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section does not constitute a waiver of SirsiDynix's termination rights.

F. Notices. Any notice required or permitted to be sent under this Agreement shall be delivered by hand, by overnight courier, by facsimile, or by registered mail, return receipt requested, to the address of the Parties first set forth in this Agreement or to such other address of the Parties designated in writing in accordance with this subsection.

G. Relationship. This 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.

H. Invalidity. If any provision of this 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.

I. Survival. The following provisions will survive any termination or expiration of this Agreement or an Ordering Form: 1, 2B, 2C, 2D, 6C, 7, 8B, 8C, 8G, 9, 10, 12, 13, and 14.

J. No Waiver. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

K. Modification. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

L. Section Headings. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

M. Entire Agreement. This Agreement constitutes the Parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations, and warranties, or other communication between the Parties relating to its subject matter during its term. It also replaces any prior contractual agreements between the Parties for SirsiDynix-provided products and services.

N. Order of Precedence. In the event of a conflict between an Ordering Form and this Agreement, this Agreement shall prevail, provided however, that such standard variable terms such as price, quantity, tax, exempt status, payment terms, shipping instructions and the like shall be specified on each Ordering Form. All pre-printed terms of any Purchase Order shall have no effect. In the event of a conflict between the terms of this Agreement and a Third Party EULA, the Third Party EULA will take precedence over the terms of this Agreement in accordance with section 2C.

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

P. Counterparts. The Parties agree that this Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement, which shall inure to the benefit of and be binding upon the successors of the respective Parties, to be signed and entered as of the Effective Date.

SIRSIDYNIX

CUSTOMER

By: _____

By: _____

Name _____

Name _____

Title: _____

Title: _____



Electronic Library Proposal
for the
Seminole County Public Library System

November 16, 2007

The following is SirsiDynix's financial proposal for a complete Symphony electronic library system, including software licensing, education and documentation, policy configuration, data loading and indexing, server hardware and ongoing system maintenance and enhancements.

Software support includes toll-free telephone consultation service and 24-hour, 7-day emergency support from SirsiDynix's Client Care Center, and all future enhancements released by SirsiDynix for the Symphony modules licensed.

Prices and products presented here are valid for 90 days from the date of this proposal unless otherwise specified in the Statement of Work.

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

INVESTMENT SUMMARY

<i>Description</i>	<i>License & 1st Year Software Support</i>	<i>Estimated 2nd Year Software Support</i>	<i>Estimated 2nd Year Subscription</i>
SOFTWARE SUBTOTAL	\$ 122,520	\$ 40,174	\$ 9,806
SIRSIDYNIX PROFESSIONAL SERVICES SUBTOTAL	\$ 80,450	N/A	N/A
SIRSIDYNIX HARDWARE SUBTOTAL	\$ 1,693	3 Year Warranty	N/A
TOTAL SYSTEM COST	\$ 204,663	\$ 40,174	\$ 9,806

Statement of Work

SirsiDynix has quoted our base package of licensed Symphony software, including:

- o Cataloging with authority control (including community information, Dublin core, and local metadata formats)
- o Circulation (including inventory and offline circulation)
- o HTML web OPAC
- o Native report writer (including email notification system)
- o NISO Z39.50 client/server modules
- o Embedded Oracle RDBMS license
- o Complete electronic documentation

This Level 3 license is valid for one library with a database of up to 750,000 bibliographic records (i.e., titles). The staff software, WorkFlows Java, is licensed for 75 concurrent staff users (based on the number of staff users logged on at any given time; does not include OPAC users, which are unlimited). There are no other limits on file sizes.

Added to the base package are the following integrated modules and services:

- o Enrichment Content includes Tables of Contents, Summaries, First Chapters/Excerpts, Author Notes, and reviews from Publisher's Weekly, Library Journal, Special Library Journal, Criticas, and Choice.
- o ReferenceLibrarian enhances the OPAC with Kids' Library, Find it Fast, and Have You Read pre-defined searches.
- o SmartPort, SirsiDynix's Z39.50 copy cataloging and authority control utility, streamlines the process of identifying and capturing descriptive bibliographic records and authority records. With SmartPort, technical services staff can simply and rapidly search any designated Z39.50 bibliographic and authority databases and download appropriate records for local editing.
- o Acquisitions and Fund Accounting 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.

- o 9XX Order Interface automatically loads bibliographic and order information from online acquisitions systems (e.g., B&T TSII and Ingram's iPage)

- o 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.

- o Serials Checkin and Control 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 is fully integrated with Acquisitions. As the library receives individual issues, Serials Control automatically predicts the next expected issue based on the serials publication pattern.

To implement the proposed Symphony system for the Library, SirsiDynix has included a deluxe migration package, which includes conversion and migration to Symphony of all viable bibliographic, item, authority, patron, and circulation transaction (current charges, bills, and holds) data as well as funds, vendors, open POs and basic serials data. As a current Dynix customer, we have also included (at no charge) data extraction from your current Dynix system.

SirsiDynix's migration package includes an implementation team consisting of a Project Manager, Database Specialist, System Engineer and Trainer, responsible for all SirsiDynix software set-up, configuration assistance and policy generation.

- o SureStart Telephone Consulting for new customers is an additional layer of consulting support designed to smooth your transition to a production environment. SureStart is a continuing dialog with an experienced librarian who can help you take the things you learned in training and apply them to your specific processes. The goal of SureStart Services is to help you make the most of your data, your operations, your existing resources, and the help mechanisms already available through SirsiDynix. To that end, SureStart is a resource for your entire library, not just your system administrator.

SureStart begins no later than the week you go live, but we recommend that it begin one to two weeks before your Go Live date. We will work closely with you and your Project Manager to determine the optimal start date. Typically SureStart consists of 10 consecutive weekly calls, followed by 9 consecutive monthly calls. SureStart will carry you through your first year with Symphony. If you would like to extend the monthly consulting into additional years, you can purchase SureSailing services on a yearly basis.

The API class is included for one Seminole staff member at no additional cost and can be taken either via WebEx or else at the SirsiDynix Huntsville location. Staff travel expenses not included.

Training and consulting services include:

- o Pre-install Consultation Visit: your project manager will conduct a 3-day onsite visit to assist your library with system policy development, data mapping from your current system, and migration planning.

- o (8) days of on-site training for up to ten staff per session covering all of the software modules proposed (a not-to-exceed travel amount has been included and includes the pre-install visit, the 8 days of onsite applications training and the one day EPS onsite training. This will include up to 4 trips.)

- o A four-day system administration course for system administrators to be provided via WebEx

- o Master Training Coupon provides unlimited access to online training throughout your implementation process, continuing to approximately 30 days after your system Go-Live.

SIRSIDYNIX SOFTWARE

<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>License & 1st Year Software Support</i>	<i>Estimated 2nd Year Software Support</i>	<i>Estimated 2nd Year Subscription</i>
Symphony Package LVL3 (200K-750K) Titles			\$ 42,500	\$ 15,300	
Symphony Package LVL3 (200K-750K) Titles	ea	1	Included		
<i>Description:</i> The fully-integrated Symphony ILS includes Bibliographic and Authority Control, Circulation, Backup Circulation, and Reports modules. The package also includes extensive electronic documentation, an Oracle embedded license, and a Z39.50 server. Your license supports up to 750K titles.					
Bibliographic Control system with Z39.50 Version 3 Server	ea	1	Included		
<i>Description:</i> Symphony fully supports MARC21 formats for bibliographic and authority records, including ANSI/NISO Z39.2/ISO2709 standards for record structure, content designations defined by each MARC format, and content standards such as ISBD, AACR2, LCSH, ANSI/NISO Z39.44. Symphony supports the Z39.85 Dublin Core Metadata Element Set as a record catalog format. You may specify custom formats for the catalog. Symphony's Z39.50 server allows queries from Z39.50 clients.					
Authority Control	ea	1	Included		
<i>Description:</i> The Authority Control module links authority-controlled bibliographic headings with corresponding authority records through an ANSI-standard thesaurus. Symphony supports multiple authority files such as LC Names, LC Subjects file, MeSH, LC Children's, local authorities. Symphony includes a machine-proposed authority feature for creating minimal level authority records generated from entries in bib records. Symphony validates bib headings as they are added or changed, and updates all linked bibliographic headings by editing the authority record. Symphony automatically 'deblinds' references.					
Circulation Control	ea	1	Included		
<i>Description:</i> Symphony's three dimensional policy matrix allows you to define the precise terms under which items can be circulated to users from various locations. The library-defined Circulation Map is a matrix of policies that control the circulation, loan period, grace period, and billing structure of library materials based upon user profile, item type, and library location. Symphony accommodates the production of overdue notices, billing notices, and request-available notices. You determine the text on all notices.					
Backup Circulation Software	ea	1	Included		
<i>Description:</i> If the server is unavailable, Backup Circulation Software enables your staff to continue circulation transactions, including checkin, checkout, renewing items, and registering users. A report updates circulation workstations with files of delinquent, blocked and barred patrons at your preferred frequency (e.g., daily, weekly). This alerts staff to a user's status at time of checkout, supporting uninterrupted enforcement of library policies relative to user privileges. For delinquent users, staff can optionally override and proceed.					
User Request & Information Module	ea	1	Included		
<i>Description:</i> With the User Request & Information module, library users can create and view Symphony requests through the OPAC, e.g., hold requests. Other examples include online Address Change forms, Research Assistance requests, Suggest for Purchase, and ILL forms.					
Bath Server Profile Compliance	ea	1	Included		
<i>Description:</i> We comply with Bath Profile release 1.0 and most of release 2.0 Functional Area A. With respect to Functional Area B, we comply with Release 1.0. Functional Area B of Release 2.0 is under review by an ISO Committee. Symphony complies with Z39.50 level three (client and server), provides broadcast searching as a standard, and complies with Bath Profile level one. Symphony is standards based, so the system will be compatible with current and emerging standards-based products and services.					
Reporting Module and MARC Import/Export Utilities	ea	1	Included		
<i>Description:</i> Symphony comes with a comprehensive suite of over 500 customizable report templates, designed to provide management statistics, working lists, notices and database management tools across all system modules. Reports can be scheduled to run automatically and unattended according to a pre-set timetable, with results directed to the user(s) who need them. Reports can also be launched on demand from any Symphony staff workstation, and the resulting report output directed to a word processing or spreadsheet application on that user's desktop. Symphony includes a Bibliographic Record					

Loader to transfer records you import from any MARC compliant source to your local catalog.					
Complete Electronic System Documentation	ea	1	Included		
<i>Description:</i> Symphony electronic documentation provides detailed content-sensitive instructions on the use of any WorkFlows command. Help screens are delivered with fly-by, hypertext and balloon help features. A CONTENTS directory lists complete system documentation in addition to a topical INDEX and a FIND comprehensive word search. Online help files are active across all modules.					
Oracle Embedded License	ea	1	Included		
<i>Description:</i> The Oracle Embedded License for Symphony is a license to use the Oracle database sold to run with the Symphony application. With the embedded Oracle license, you can use third party SQL and ODBC applications like Crystal Reports, ReportSmith, and even Excel or Access against the Symphony system for read-only access; it will go through the Symphony SQL connection that is delivered with the system. The SirsiDynix API subscription is recommended for sites who wish to take advantage of 3rd party tools for read-only access to the database.					
Oracle Embedded Annual Support	ea	1	Included		
<i>Description:</i> SirsiDynix is responsible for Oracle support and updates as needed to support our application at our sole discretion.					
iBistro LVL3 Public Access Web System	ea	1	Included		
<i>Description:</i> iBistro Suite: Includes Public Access Catalog, Web Catalog Interface, My Favorites, Most Popular, Buy Now, Announcements					
Symphony LVL3 ReferenceLIBRARIAN	ea	1	\$ 1,350	\$ 486	
<i>Description:</i> ReferenceLibrarian enhances the OPAC with Kids' Library, Find-it-Fast, and Have-You-Read pre-defined searches.					
Additional Branch Fee (per service agency)	ea	4	\$ 3,000	\$ 1,080	
<i>Description:</i> This license fee applies for each additional service agency.					
WorkFlows for Windows Concurrent User License	ea	75	\$ 13,125	\$ 4,725	
SmartPORT Concurrent User	ea	5	\$ 3,125	\$ 1,125	
<i>Description:</i> You may add one additional SmartPORT Z39.50 copy cataloging client user license for this price. SmartPORT enables staff to locate a record in a Z39.50-compliant database and to import the record to your own database.					
Symphony LVL3 Serials Checkin and Control	ea	1	\$ 4,950	\$ 1,782	
<i>Description:</i> The Serials Control module includes all tools needed to manage subscriptions to journals, series, and supplements. Staff can predict, receive, claim, and route issues. Serials Control utilizes MFHD using the standard holdings tags embedded in the bib record; Serials Control is SISAC compliant.					
Symphony LVL3 Acquisitions and Fund Accounting	ea	1	\$ 4,950	\$ 1,782	
<i>Description:</i> Acquisitions and Fund Accounting 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.					
Symphony LVL3 Electronic Data Interchange (EDI)	ea	1	\$ 2,450	\$ 882	
<i>Description:</i> Our EDI Transaction Manager facilitates the transfer of order or subscription information between your library and your vendors using standard transaction sets such as those defined in the X12 protocols. This report suite interacts					

with the Acquisitions and/or Serials modules to send, resend, and receive EDI transmissions, and to acknowledge that the transmittal has been sent or received.

9XX Order Interface for Acquisitions	ea	1	\$ 1,200	\$ 432
<i>Description:</i> 9XX Order Interface automatically loads bibliographic and order information from online acquisitions systems (e.g., B&T TSII and Ingram's iPage)				
Symphony LVL3 Outreach Services	ea	1	\$ 2,700	\$ 972
<i>Description:</i> The Outreach Services module automates and streamlines the processes required to deliver materials to homebound patrons who cannot physically enter the library, as well as nursing home residents, institutionalized patrons in schools, prisons, and daycares, and persons living in remote areas. These processes include the establishment of a special patron record; creation of patron interest profiles and reading histories; and the easy selection, delivery, and return of items.				
Enriched Content Basic Public Subscription (Per Circ)		2,500,000	\$ 10,000	\$ 9,500
<i>Description:</i> Price is Per Circ. Enrichment Elements include: Tables of Contents, Summaries, First Chapters/Excerpts, Author Notes, and reviews from Publisher's Weekly, Library Journal, Special Library Journal, Criticas, and Choice.				
Ibistro upgrade to EPS, LVL3	ea	1	\$ 1,250	\$ 450
<i>Description:</i> Enterprise Portal Solution (EPS) is a single interface to all relevant, high-quality information, resources, and services you offer, including books from your collection, databases, digital archive, RSS feeds, virtual reference, ILL - even powerful federated search capabilities - in contexts that make sense. Rooms is an innovative context management technology that forms the centerpiece of EPS, to build subject-based virtual "Rooms" of high-quality content from any source. EPS makes information discovery for users and Web management for library staff much easier and more efficient. EPS offers searching precision by providing for strategic contextual searches, not just federated searches.				
EPS/Rooms Builder, LVL 3	ea	1	\$ 5,000	\$ 1,800
<i>Description:</i> Rooms Builder allows you to configure EPS/Rooms and add your own custom Rooms and Content Modules				
Collection Agency Interface(per institution)	ea	1	\$ 3,500	\$ 1,260
<i>Description:</i> Collection Agency Interface communicates with Unique Management and other collection agencies for automatic referral of delinquent patrons				
4 Port SirsiDynix Voice Automation (SVA) System Package, Tower			\$ 15,250	\$ 6,100
4 Port SirsiDynix Voice Automation (SVA) System, Tower	ea	1	Included	
<i>Description:</i> SirsiDynix Voice Automation (SVA) package is a great way to serve your users by staying in touch with them and letting them stay in touch with you without direct staff involvement. Make outbound calls about overdue items, available holds, and bills or take inbound calls from users to review their personal account information, renew items, view fines, change PIN, see available holds, and more. Help keep users better informed and yet save on staff effort and the expense of paper notices and postage.				
(2) Realspeak Software Licenses	ea	2	Included	
Dialogic 4 Port PCI Analog Voice Board	ea	1	Included	
SVA Phone Callin Software Add-in Component 4-port	ea	1	Included	
SVA Phone Notification Software Add-in Component 4-port	ea	1	Included	
SVA Language Designation- English	ea	1	Included	
Dell Server Tower SVA Config.	ea	1	Included	

Description: (1) 2.8 Ghz Xeon Processor
 512MB Memory
 (2)73GB SCSI Disk Drives wt/ Integrated Controller
 10/100/1000mbps Ethernet LAN Adapter
 CD-RW Drive
 Keyboard/Mouse
 SVA Communications Adapter
 (4 Ports per Board, 1 Boards Max. per Server)
 Sound Card
 Windows 2003 Server Wt/ 5 Cals License
 3 year Onsite Day Warranty (M-F, 8-6, 4Hr Response)
 This Server can be a 4 Port Only.

Capacity:

Processors: 2 Maximum (1 processors included in price)
 Hard Drives: 435GB Maximum in 3 bays (36GB included in price) Hot Pluggable
 Memory: 8GB Maximum in 6 slots (512MB in 2 slots included in price)
 WARRANTY Dell Servers include a 3 year Onsite Same Business Day Warranty

Options: (are not included in the base price)

Add: Dell 19" Rack Enclosure (2U when Mounted) Starting @
 Add: Shipping for Rack

SIP2 Interface Per Certified Vendor	ea	1	Included	\$ 360	
<i>Notes:</i> For E'Ware PC Res, Print Mgt, and OneStop.					
Symphony LVL3 Test System Package	ea	1	\$ 6,375	\$ 1,530	
<i>Notes:</i> Includes server staging and software installation (copy over).					
<i>Description:</i> A Symphony Test System Package 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.					
Oracle Embedded Test Lic LVL3 Upgr from ISAM, Sybase, MSSQL	ea	1	\$ 1,489		
Oracle Embedded Test Ann Supp LVL3 Upgr from ISAM, Sybase, MSSQL	ea	1	\$ 306		\$ 306
First Year Software Maintenance	ann	40,174	Included		
SIRSIDYNIX SOFTWARE SUBTOTAL			\$ 122,520	\$ 40,066	\$ 9,806

SIRSIDYNIX PROFESSIONAL SERVICES

<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Fee</i>
Pre-install Consultation Visit <i>Description:</i> Pre-install Consultation Visit: your project manager will conduct a 2- or 3-day onsite visit to assist your library with system policy development, data mapping from your current system, and migration planning.	day	3	\$ 5,400
On-site Training EPS with Builder (1 Day)	ea	1	\$ 2,250
On-site Training (Plus Expenses)	day	8	\$ 14,400
Travel Expense to be billed upon completion	fee	10	\$ 5,000
<i>Notes:</i> Not to exceed travel expenses. No more than 4 trips.			
Symphony Master Training Coupon <i>Description:</i> Provides unlimited access to online training throughout your implementation process, continuing to approximately 30 days after your system Go-Live.	ea	1	\$ 7,500
MARC Authority Basic Processing <i>Description:</i> SirsiDynix staff will process a single file of MARC bibliographic records. SirsiDynix will identify matching authority records in SirsiDynix's copy of the Library of Congress authority file, for each heading. SirsiDynix will modify the text in the bibliographic record to match the authority record, when the heading used is a SEE reference. SirsiDynix also performs other text and field validation such as expanding abbreviations and correcting subfielding errors, to further upgrade heading fields. Processing will include name, series, and LCSH subject fields. SirsiDynix will provide the matching authority records and the updated bibliographic records, with appropriate reports of changes made and of headings for which no matching heading was found.	hour	48	\$ 12,000
Server Staging and Software Installation <i>Description:</i> This includes remote server staging and installation of purchased software components.	ea	2	\$ 2,400
SureStart Telephone Consulting for new customers <i>Description:</i> SureStart Telephone Consulting for new customers is an additional layer of consulting support designed to smooth your transition to a production environment. SureStart is a continuing dialog with an experienced librarian who can help you take the things you learned in training and apply them to your specific processes. The goal of SureStart Services is to help you make the most of your data, your operations, your existing resources, and the help mechanisms already available through SirsiDynix. To that end, SureStart is a resource for your entire library, not just your system administrator.	hour	30	\$ 9,000
SureStart begins no later than the week you go live, but we recommend that it begin one to two weeks before your Go Live date. We will work closely with you and your Project Manager to determine the optimal start date. Typically SureStart consists of 10 consecutive weekly calls, followed by 9 consecutive monthly calls. SureStart will carry you through your first year with Symphony. If you would like to extend the monthly consulting into additional years, you can purchase SureSailing services on a yearly basis.			
Deluxe Data Services Migration Services Package <i>Description:</i> Deluxe Migration Service Packages include project management, data conversion and data loading services. Deluxe Migration Packages includes conversion of all data types (bibliographic, item, authority, circulation, serials and acquisitions). All data types to be migrated should be received in documented ASCII format	fee	15	\$ 22,500
SIRSIDYNIX PROFESSIONAL SERVICES SUBTOTAL			\$ 80,450

SIRSIDYNIX HARDWARE

<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Extended Cost</i>	
Symphony PocketCirc HP iPaq 2490 Bundle, incl SW, HW, Svcs			\$ 1,693	\$108
PocketCirc HP iPaq 2490 Handheld Device	ea	1	Included	
PocketCirc Socket Laser Scanner (5P Type II Laser)	ea	1	Included	
PocketCirc HP HW 3-yr Warranty Uplift, Depot Repair	ea	1	Included	
Symphony PocketCirc Software (Per User)	ea	1	Included	
Shipping charges for small peripheral equipment	ea	1	Included	
PocketCirc Software installation	ea	1	Included	
SIRSIDYNIX HARDWARE SUBTOTAL			\$ 1,693	\$108

Customer Quotation
EnvisionWare Time Management - Print & Copy Control - eCommerce

Invoice To:
Exact Site name Seminole County Public Library System
 Contact Tammy L. Roberts, CPPB, FCCM Sr. Procurement Analyst
 Address 1101 East First Street
 Address 2 Room 3208
 City/State/Zip Sanford, FL 32771-7116
 Country USA

 Telephone 407-665-7116
 Email Address troberts@seminolecountyfl.gov

Ship To:
 Seminole County Public Library System
 Jerry Tate, IT
 215 North Oxford Rd
 Casselberry, FL 32707
 USA

 407-665-1541

Special Instructions

Payment Terms	Salesperson	Quotation Date	QV Version	Quotation Expires	Quotation Number
5%5 Net 30	(Add Name Here)	November 16, 2007	Rev AB-D / N	January 15, 2008	(Add Quotation Number Here)
Quoted Installation Services (Other Installation Services Available)					
System Policy Development, On-site Turnkey Installation, and Training. Maximum On-site days as allotted in Quotation. Customer-caused delays are billable time.					
Installation Services are itemized below so that customer can adapt the quotation by reducing services when staff will perform certain functions.					

Part Number	Qty Level	Qty Quoted	Unit	Extended	
EnvisionWare Suite					Time and Print Package
Part Number	Price Level	Licensed	User		
Time and Print Management CLIENT Package (includes PC Reservation and LPT:One)					
1 per public Windows PC. Count all public facility-owned computers plus maximum simultaneous laptops for wireless printing					
032-5110-050	50-78	60	99	5940	

LPT:One Print Release Terminal (PRT)

PRTs are counted for Self-Service and Staff areas. Typical is 2 PRTs, 1 for public print area and 1 for staff desk or 1 per 100 clients when used in Pass-through mode. Minimum 1 required.

032-5120-001	1-24	6	495	2970	
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Time and Print Management FIRST BUILDING Package

Includes LPT:One JQE, PC Reservation Management Console, Validation, SIP Interface/Script, Staff/Self-service Reservation, Central Management Client, and Reporting.

032-5150-001	1	1	3195	3195	
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Each Additional Building Package - (Includes Central Management Client)

032-5151-001	1-60	4	895	3580	
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AAM / eCommerce Services					On-Line Accounting/Credit Card Processing
Part Number	Price Level	Licensed	User		
Authentication and Accounting Module					
Authentication and Accounting Module - AAM (Enterprise) - (Includes Central Management Client)					
The AAM can create a database in Access format or SQL on a properly configured MySQL server. There are no EnvisionWare components installed on the database server.					
The AAM includes unlimited licenses for the DB Administrator, and User Account Manager. Permits user import or auto-create using SIP, SIP2, ODBC, or API depending upon ILS.					
The ILS vendor may charge an end user for their SIP/SIP2/API/ODBC connections. Each Management Console and each Release Station makes an ILS connection when this feature is used.					
Includes Web Query for AAM which installs on php-enabled web server to provide student acct balance inquiry and staff reports					
039-2330-001	1	1	3995	3995	

EnvisionWare eCommerce Services™					
eCommerce Server - Enterprise Edition - (Includes Central Management Client)					
Licensed for multiple building customers, Unlimited Merchant Accounts, Maximum 20 Card transactions per minute on Windows XP Workstation					
If operating on Windows 2000 or 2003 Server OS, you may add eCommerce Payment Server Add-On Modules to increase card transactions per minute.					
038-5100-999	1	1	4995	4995	
eCommerce Web Module - Enterprise Edition					
038-5101-999	1	1	3500	3500	

Installation Services

System Policy Development, On-site Turnkey Installation, and Training. Maximum On-site days as allotted in Quotation. Customer-caused delays are billable time.
 Installation Services are itemized below so that customer can adapt the quotation by reducing services when staff will perform certain functions.

Software Installation Services

These are intended to be suggestions, and may not be all-inclusive.

OFF-SITE SERVICES - This section calculates price per service
System Policy Development (SPD) / Flat Fee Services (FFS)
 If EnvisionWare is providing any installation, these services are mandatory depending upon product sold.

Computer & Financial Mgmt

EnvisionWare works interactively via email and phone to assist a user with completion of the Location Policy document. Upon completion, the support center creates a fresh install of the software and configures the system to match the document. The files are transferred electronically and used by the customer to configure the system prior to running the CD installer.

039-7107-001	SPD - Suite Solution (per building)	1	1,295.00	1,295.00
039-7503-001	FFS - eCommerce Services - Web Configuration	1	795.00	795.00
039-7501-001	FFS - eCommerce Merchant Account Creation Assistance	1	395.00	395.00
039-7502-001	FFS - Collaborative Remote Installation of eCommerce Server	1	995.00	995.00
039-7105-004	SPD - EnvisionWare Self-check Software	1	975.00	975.00

ON-SITE SERVICES (Continental US includes expenses)

039-7110-001	On-Site First Day	1	2,500.00	2,500.00
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Additional On-site Turnkey hours - This section will convert the FUNCTION to an appropriate number of hours which turns into 2nd days

Enter the appropriate quantities and the system will calculate additional days		Hour		
	AAM MySQL server installation/1 dbAdmin/4 Acct Mgr	1	4.00	4.00
	AAM additional per branch	4	0.20	0.80
	Base for install of Web Module for E-Commerce	1	1.00	1.00
	Install E-Commerce Server	1	1.50	1.50
	Base building labor for additional branches	4	1.50	6.00
	Base per PC labor for additional branches	35	0.10	3.50
	Staff training per branch - estimate only*	4	1.00	4.00
	System Administrator training - estimate only*	1	3.00	3.00

*Add # of non-business hours (doubles the cost / hour)

	Days	2nd Daily Rate	Total
039-7111-001	On-Site - Additional Days after First	3.00	1,750.00
			5,250.00

*Actual time may vary depending on the implementation plan developed between the Customer and the implementation Specialist.

039-7113-003	Self-Check and Self-Service Labor	Install Cost	7,000.00	7,000.00
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Installation cost additional to above, include 1 day of remote consultation plus 1 onsite trip for implementation planning and conversion training plus a second on-site trip and additional staff and administrator training

TOTALS

Software Licenses

Product	Annual Maintenance (Paid Annually)	Advanced Purchase Year 2	Advanced Purchase Year 3	Advanced Purchase Year 4	
					Product
PC Reservation Time and LPT:One Print Management Suite Package	15,685.00	2,666.45	2,509.60	2,352.75	2352.75
LPT:One 4.x Next Generation Software	0.00	0.00	0.00	0.00	0.00
Blackboard Annual License	0.00	0.00	0.00	0.00	0.00
Launch Command Software	0.00	0.00	0.00	0.00	0.00
PC Reservation	0.00	0.00	0.00	0.00	0.00
Authentication and Accounting Module	3,995.00	679.15	639.20	599.25	599.25
Barcode Plus Terminal Engine	0.00	0.00	0.00	0.00	0.00
eCommerce Services	8,495.00	1,444.15	1,359.20	1,274.25	1274.25
EnvisionWare Self-Check Software	0.00	0.00	0.00	0.00	0.00
		039-2399-011 (*)	039-2399-012	039-2399-013	039-2399-014
Sub Total EnvisionWare Software	28,175.00	4,789.75	4,508.00	4,226.25	4226.25

Hardware and Other Products

Product	Annual Maintenance (Paid Annually)	Advanced Purchase Year 2	Advanced Purchase Year 3	Advanced Purchase Year 4	
					Product
Print / Copy Vending (Cash/Debit/ Smart Card) Equipment	0.00	0.00	0.00	0.00	
Peripherals - Scanners/Receipt Printers	0.00	0.00	0.00	0.00	
BarcodePlus Ethernet Terminals	0.00	0.00	0.00	0.00	
STS Point of Sale Software/Accessories/Hardware	0.00	0.00	0.00	0.00	
STS Complete Package with POS PC	0.00	0.00	0.00	0.00	
PCRefresh	0.00	0.00	0.00	0.00	
Copiers and Printers	0.00	0.00	0.00	0.00	
Central Management Gateway and Control Center Software License	0.00	0.00	0.00	0.00	
Network Content Manager (NCM)	0.00	0.00	0.00	0.00	
NCM Annual Filtering Subscription	0.00	0.00	0.00	0.00	
Replacement System Manual / Software Media	0.00	N/A	N/A	N/A	
Automated Materials Handling System (Sorter) and RFID System/Accessories	0.00	0.00	0.00	0.00	
Self-check & Self-Service Hardware/Accessories	165,912.00	19,909.44	18,250.32	18,250.32	
RFID Tags (Purchase Terms: 50% Order, 50% Delivery)	0.00	N/A	N/A	N/A	
Media Soft Covers (Purchase Terms: 50% Order, 50% Delivery)	0.00	N/A	N/A	N/A	
		039-2398-011 (*)	039-2398-012	039-2398-013	039-2398-014
Sub Total Hardware and Other Products	165,912.00	19,909.44	18,250.32	18,250.32	

Installation and Support Services

Quoted Services: System Policy Development, On-site Turnkey Installation, and Training. Maximum On-site days as allotted in Quotation. Customer-caused delays are billable time.

Software Installation	12,205.00	On Site First Day(s) Included in Quote for Software:	1
Hardware Installation	0.00	On Site Additional Day(s) Included in Quote for Hardware:	3
Special: ON-SITE SERVICES FOR Self-Check/Self-Service and Renaissance	7,000.00	Additional On-Site Day(s) for Self-Check/Self-Service & Renaissance:	5

Computer & Financial Mgmt

Premier Support	0.00
Sub Total for Hardware and Software Installation	19,205.00

Grand Totals

Product	Annual Maintenance (Paid Annually)	Advanced Purchase Year 2	Advanced Purchase Year 3	Advanced Purchase Year 4
EnvisionWare Software Licenses	28,175.00	4,789.75	4,226.25	4,226.25
Hardware and Other Products	165,912.00	19,909.44	18,250.32	18,250.32
EnvisionWare Services	19,205.00			
SUB-TOTAL	213,292.00	24,699.19	22,476.57	22,476.57

Discount	0.00
Trade in Value	0.00
Optional Down Payment	0.00
Freight	250.00
Sales Tax (Not charged for Labor or Maintenance)	0.00
INVOICE TOTAL	213,542.00

* Annual Maintenance Includes ninety (90) days of support, ninety (90) days for installation grace period, and an extension of support for an additional six (6) months after installation from date of shipment of the SOFTWARE. Refer to support manual for additional information.

Maintenance if Paid Annually	Maintenance if Paid in Advance	Savings for Advanced Payment	Discount Amount (Percentage)
24,699.19	22,758.32	1,940.87	8%
49,398.38	45,234.89	4,163.49	8%
74,097.57	67,711.46	6,386.11	9%

INVOICE TOTAL (if purchased with 2nd Year Maintenance)	236,300.32
INVOICE TOTAL (if purchased with 2nd and 3rd Year Maintenance)	258,776.89
INVOICE TOTAL (if purchased with 2nd, 3rd and 4th Year Maintenance)	281,253.46

Total amount with 60 months of Maintenance included.	303,730.03	Includes Software and Hardware
Monthly Lease Payment with 60 months of Maintenance included.	5,822.74	Number Months: 60