

# Library•Solution Integrated Library System Contract for Tom Green County Library System

THIS AGREEMENT (hereinafter referred to as "Agreement") is made between The Library Corporation, Inc., a corporation organized under the laws of the State of Maryland, with its principal place of business at Research Park, Inwood, West Virginia, party of the first part (hereinafter referred to as "The Library Corporation"), and Tom Green County Library System party of the second part (hereinafter referred to as "Library" or "Licensee").

WITNESSETH:

WHEREAS, The Library Corporation has developed a computerized System (hereinafter referred to as "Library•Solution" or "Library.Solution") consisting of Hardware and Software for Authority Control, Cataloging/Database Management, Public Access Catalog, Circulation, Acquisitions, Serials Control, OPAC access via the WWW, external/internal multimedia Database access, internet sessions, Management Information Systems, and Z39.50 server, and is currently providing System Services to libraries and the Library is desirous of having such services provided at its location;

NOW, THEREFORE the parties mutually agree as follows:

1 Definitions:

- 1.1 "Hardware" is defined as all Hardware and products including, but not limited to, the (a) computer, disk drives, tape drive(s), and interface, (b) CRT monitor(s) and terminals, (c) barcode scanner(s), (d) printers, (e) wiring and communication devices and (f) supplies for such Hardware.
- 1.1.2 "Dataserver" is defined as the computer on which the Library's Database resides.
- 1.2 "Licensed Software" and "Modules" are defined as Library•Solution computer programs, including, but not limited to, (a) the integrated Library Systems in the Dataserver, (b) the PC-based Modules provided by The Library Corporation that are resident in the PC workstation(s), and (c) the operational programs stored in the Dataserver. The Licensed Software is listed in Schedule D and includes all corrections, modifications and enhancements thereof, as well as all applicable Oracle licenses and Licensed Software.
  - 1.2.1 "System" is defined as all Hardware and Software provided to the Library by The Library Corporation.
  - 1.2.2 "Initial Customer Database" is defined as the Library's existing electronic bibliographic, patron, and transaction data.
    - 1.2.2.1 "Data Conversion" is defined as the migration by The Library Corporation of the Library's Initial Customer Database for use with Library•Solution.

- 1.2.3 "Documentation" or "User Manual(s)" is defined as technical publications relating to the use of the Software. Documentation will be provided in print form, online at each station, and online via the Internet.
- 1.2.4 "Online Public Access Catalog Workstation" or "OPAC Workstation" is defined as any workstation capable of operating a graphical user interface and equipped with a web browser for the purpose of accessing only the OPAC Software Module of Library•Solution.
- 1.2.5 "Multi-Use Public Access Workstation" is defined as any workstation capable of operating a graphical user interface and equipped with a web browser for the purpose of accessing the OPAC Software Module of Library•Solution and other electronic resources.
- 1.2.6 "Error" or "Bug" is defined as any function that is performed incorrectly or inconsistently by the Software resulting in incorrect data or failure of the System to provide the correct response.
- 1.2.7 "Contract" is defined as this document and the response to the library's RFP.
- 1.3 The terms "Software" and "Software Materials" in this Agreement shall also mean any machine-readable or printed material not included in the licensed programs and which is designated by The Library Corporation as available under license to libraries who have licensed the program to which those materials relate.
- 1.3.1 "Licensed Software Updates" is defined as periodic enhancements and additional functionality added to the Licensed Software.
- 1.3.2 "Sub-Licensed Software" is defined as all applicable Microsoft NT, Oracle and Borland Software provided to the Library by The Library Corporation. The Sub-Licensed Software is subject to such limitations and restrictions as those required by the original licensor.
- 1.4 The term "Databases" refers to Library of Congress MARC Database and other information formatted for use by the Licensed Software and provided on machine-readable media by The Library Corporation.
- 1.4.1 The terms "Customer's Database" and "Library's Data" and "Library's Database" are defined as the Library's patron, circulation transaction, and MARC catalog machine-readable data.
- 1.5 The "Installation Date" shall be the day on which the Library begins production use of the Hardware and of the Licensed Software with the Library's Data fully loaded and available to the Library.
- 2 Statistics. Statistics set forth in Schedule A, Library Statistics, include the number of titles, number and type of terminals, number of locations, total items issued annually at each location, and the number of items in the collections at the Library locations where the System is to be used. "Items" are defined as materials circulated by the Library (individual copies of books, records, cassettes, etc.). Since The Library Corporation relies on these Statistics to choose the type of Hardware and to set parameters of the Software, the Library agrees that its Statistics as shown are reasonably correct.

- 3 Term. This Agreement is effective until it is terminated according to the provisions contained herein. The Library can terminate this Agreement upon ninety (90) days written notification to The Library Corporation of its intention to terminate.
- 3.1 Termination. The Library Corporation may discontinue any license or terminate this Agreement upon written notice if the Library fails to comply or to contest within thirty (30) days of receipt of such notice, with any of the terms and conditions of this Agreement. In the event the Library becomes insolvent or voluntarily or involuntarily bankrupt or a receiver, or if the Library makes an assignment for the benefit of creditors, then The Library Corporation at its option may immediately terminate this Agreement by notice to the Library to that effect. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and any such assignment or attempted assignment shall be void and in no event shall this Agreement or any rights or privileges hereunder be an asset of the Library under any bankruptcy, insolvency or reorganization proceedings.
- 4 Return or Destruction of Licensed Software. If this Agreement is terminated the use of all Software Materials licensed hereunder must be discontinued by the Library and all Software Materials must be returned to The Library Corporation, or if so requested in writing by The Library Corporation, destroyed. Within one (1) month after the date of discontinuance of any license granted hereunder, the Library will furnish to The Library Corporation if requested, a certification that through the Library's best efforts and to the best of the Library's knowledge, the original and all copies of the Licensed Software received from The Library Corporation or made in connection with such license have been returned or destroyed. This requirement will apply to all copies in any form, including translations, whether partial or complete, and whether or not modified or merged into other program materials as authorized herein.
- 5 Library Corporation Fees and Deliverables. According to the Statistics in Schedule A, and subject to any special conditions appended in Schedule I, Additional Considerations, The Library Corporation will provide deliverables detailed in the following schedules at the fees indicated:
- Schedule B: Conversion Processing
  - Schedule C: Hardware Configuration and Support Costs
  - Schedule D: Software
  - Schedule E: Cataloging Database Subscriptions
  - Schedule F: Installation and Training
  - Schedule G: Payment Schedule
  - Schedule H: Hardware Maintenance
  - Schedule I: Additional Considerations
- 6 Payment. Payments for Hardware, Software, and all other goods and services shall be made in accordance with the terms that are set forth in Schedule G. Fees enumerated in Schedules B through F are summarized in Schedule G.

- 7 Site Preparation. It is understood and agreed that the aforesaid fees do not include any site preparation or installation costs except as described in Schedule F, Installation and Training.
- 8 Licenses. The Library Corporation hereby grants to the Library a perpetual, non-transferable and non-exclusive license to use the Licensed Software.
- 8.1 Each License granted under this Agreement authorizes the Library to: (a) use the Licensed Software, in object code form only, at the location specified herein and on the designated number of display units at the location and a number of remote locations authorized in Schedule A, or as provided by Schedule C, (b) utilize the Licensed Software Materials in printed form and the Database in machine-readable form in support of the use of the licensed program.
- 8.2 No title to or ownership of the Software is transferred to the Library, and it remains the proprietary property of The Library Corporation.
- 8.3 The Library shall not allow the Software or any portion thereof to be reverse compiled or disassembled.
- 8.4 The Library Corporation may terminate all proprietary licenses granted hereunder and require return of the Software if the Library fails to comply with these terms and conditions. The Library Corporation shall have the right to enforce these terms and conditions against the Library.
- 8.5 If the Licensed Software is to be used at other than the designated location(s) as specified by Schedule A, additional licenses may be required for each additional location as addressed in Schedule C, Part 1. If the Library cannot perform its data processing at the host location because of conditions beyond the Library's control, the affected licenses will be temporarily extended to permit the Library to use the licensed program material at another location.
- 8.6 The Library must notify The Library Corporation of the Library's intention to change the designation of the location at which Licensed Software is to be used.
- 8.7 Sub-Licensed Software is governed by the licensing terms and conditions of the owners of those Software products, as identified in Section 1.3.2 of this Agreement.
- 9 The Library shall:
- 9.1 Provide suitable electric service for operation of Hardware and secure access via the Internet for the Database Server defined in Schedule C.
- 9.2 Pay all costs associated with data lines.
- 9.3 Pay shipping charges for all Hardware purchased from The Library Corporation as defined in Schedule C.
- 9.4 Designate a key person (or persons) for special training in the use of the Hardware.

9.5 Make no alterations in the Hardware purchased from The Library Corporation without obtaining The Library Corporation's written permission.

10 Privacy of Data. The Library Corporation agrees not to use patron details such as names, addresses, etc., for any purpose other than providing requested services to the Library and agrees not to transmit the Library's Data to any third party, except as requested by the Library.

All bibliographic, item, fine, patron, and other records entered into the Library's Database on the Library's System or supplied to The Library Corporation by the Library are and shall remain the sole property of the Library. The Library Corporation shall not, without the Library's written consent, copy or use such records except to carry out contracted work, and shall not, without the Library's consent, transfer such records to any other party not involved in the performance of this Agreement, and shall return submitted records to the Library upon completion of the work hereunder.

The Library shall have the right, without the consent of The Library Corporation to extract such data in industry-standard formats, using The Library Corporation's Software and at no cost to the Library. The Library acknowledges that the methods of storage, compilation, format, and layout constitute proprietary and trade secret information of The Library Corporation and are protected by federal copyright law. The Library Corporation agrees to assist the Library within thirty (30) days of such request, in making such extracts.

11 Protection and Security. All Licensed Software Materials, including, but not limited to, Documentation and User Manuals, contain proprietary information, use of which is limited by the licenses granted in this Agreement. The Library will not disclose or otherwise make available any Software Materials in any form to any third party except to the Library's employees, or to agents directly concerned with licensed use of the program.

12 Warranty

12.1 The Library Corporation warrants that The Library Corporation has the right to license the Software listed in Schedule D, Software, and to grant sub-license to the Sub-Licensed Software as defined in Section 1.3.2. The Licensed Software will perform the functions set out in the User Manual and Documentation in effect when shipped to the Library. Thereafter The Library Corporation will provide program service and maintenance as described in Schedule G, Software Support.

12.2 The Library Corporation does not warrant that the operation of the Licensed Software will be uninterrupted or Error-free or that all program defects will be corrected.

12.3 The Library Corporation agrees, however, to make its best efforts to correct all reproducible material Errors in programming and discrepancies between the User Manual and the actual Software performance. The Library Corporation further agrees to make its best efforts to correct any Hardware or Software problems that result in total System "downtime". In the event that The Library Corporation personnel or The Library Corporation's designated agents must travel to the Library to correct Hardware or Software problems, the Library shall not be responsible for the cost of such travel.

12.4 The Library Corporation warrants that the Library shall acquire good and clear title to the Hardware purchased hereunder, free and clear of all liens, claims, or encumbrances from a

third party. Title to the Hardware purchased from The Library Corporation by the Library shall pass from The Library Corporation to the Library upon payment of the final balance due, as outlined under Schedule G, Payment Schedule.

- 12.5 Hardware purchased under this Agreement will be newly manufactured.
- 12.6 The above warranties will apply as long as the Library has maintained Hardware Maintenance as provided by Schedule H and Software Support as provided by Schedule G, Part 2.
- 13 Software Support and Maintenance.
  - 13.1 Telephone support and Licensed Software Updates will be provided as part of the annual Software support service fee, as provided for in Section 12.1 and Schedule G of this Agreement. The initial cost of the Software includes first-year Software support. Payment of the annual Software support fee entitles the Licensee to continued use of the Software.
  - 13.2 Licensed Software Updates will be made available periodically. Revisions and enhancements to the Software are provided on magnetic tape, diskette, or compact disc or via telecommunications, depending on the Software and data used. The Library is responsible for implementing all Licensed Software Updates. All mandatory Licensed Software Updates must be installed within one (1) year of their release to ensure proper program performance and continued support. Failure by the Library to install Licensed Software Updates within the agreed time frame may result in the termination of program service and maintenance or in the increase of program service and maintenance fees where appropriate.
    - 13.2.1 The Library Corporation agrees to notify The Library at least 12 months prior to the release of a mandatory Licensed Software Update that would require a Hardware enhancement.
  - 13.3 The Library Corporation reserves the right not to release Licensed Software Updates to the Software during the term of this Agreement. Failure to release Licensed Software Updates to the Software does not constitute default on the part of The Library Corporation because of the continuation of the right to use telephone support and other support-related services.
  - 13.4 If The Library Corporation determines that a Software Update requires additional or revised Documentation, one copy of such Documentation will be provided to the Licensee. At the option of The Library Corporation, this Documentation may take the form of new manuals, replacement pages to existing manuals, manual addenda, machine-readable text, or any combination of these methods.
  - 13.5 After a period of five years from the date of the execution of this Agreement, The Library Corporation can discontinue Software support upon two years written notification to the Library, in which case the force of Section 12.6 of this Agreement shall no longer apply, and the warranties provided by Section 12.1 of this Agreement shall remain in effect.
  - 13.6 The Library Corporation reserves the right to charge at the then-published rate for any additional effort which results from the Library introducing an Error in the Licensed Software.
  - 13.7 The Library Corporation shall not be responsible for correcting any adverse effects on performance or operation as a result of the Library's use of (a) third-party Hardware or

Software, and/or (b) Databases and networks external to the Library•Solution System, in conjunction with the Library•Solution System. When resources are available, The Library Corporation may provide consultation services or assistance relating to the Library's use of such third-party Hardware and Software, external Databases and networks, and The Library Corporation reserves the right to charge, at the then-published rate, for such services and assistance.

14 Database Subscription Service and Maintenance.

14.1 Online access to The Library Corporation's Databases of cataloging resource data is provided to the Library according to the specifications of Schedule E.

15 Patent and Copyright.

15.1 The Library Corporation will defend the Library against any claim that Licensed Software or Software Materials or Sub-Licensed Software or Hardware furnished and used within the scope of the licenses and Sub-Licenses and titles to Hardware granted herein infringe a U.S. patent or copyright and The Library Corporation will pay resulting costs, damages and attorney fees finally awarded, provided that: (a) the Library promptly notifies The Library Corporation in writing of the claim, and (b) The Library Corporation has sole control of the defense and all related settlement negotiations.

15.2 If such claim has occurred, or in The Library Corporation's opinion is likely to occur, the Library agrees to permit The Library Corporation at its option at no additional expense to the Library either to procure for the Library the right to continue using the Licensed Software or Sub-Licensed Software or Hardware or to replace or modify the same so that they become non-infringing.

15.3 The Library Corporation shall have no obligation to defend the Library or to pay costs, damages, or attorney's fees for any claim based upon (1) use of other than a current unaltered release of the Licensed Software if such infringement would have been avoided by the use of a current unaltered release of the Licensed Software, or (2) the combination, operation or use of any Licensed Software or data with non-Library Corporation programs or data if such infringement would have been avoided by the combination, operation or use of the Licensed Software with other Library Corporation-approved programs or data.

15.4 The foregoing states the entire obligation of The Library Corporation with respect to infringement of patents or copyrights.

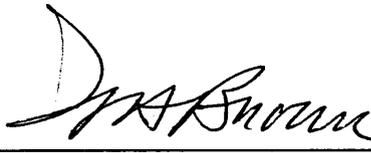
16 Limitation of Remedies. The Library's right to recover damages to property caused by The Library Corporation's fault or negligence shall be limited to one million dollars (\$1,000,000.00), except for a patent or copyright violation as contained in item 15 above. This limitation shall apply regardless of the form of action, whether in contract or tort, including negligence. This Agreement shall be subject to the provisions of the Uniform Commercial Code, with all Hardware and Software to be defined as "Goods".

16.1 In no event will The Library Corporation be liable for any damage caused by the Library's failure to perform its responsibilities, including daily backup of the Library's Database and subsequent verification, or for any lost profits or other consequential, special, or indirect damages.

- 17 Waiver of rights. The waiver or failure of The Library Corporation to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
- 18 Severability. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.
- 19 Headings. The headings of the various Paragraphs and Subparagraphs herein are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.
- 20 Risk of use. All risk of use, operation, and control are borne by the Library.
- 21 Governing Law. This Agreement shall be subject to all applicable laws of the Federal Government of the United States of America and to the laws of the State of Texas. The applicable law for any legal disputes arising out of this Agreement shall be the law of the State of Texas.
- 22 Saving Clause. All quotations and Agreements are contingent upon accidents, fires, availability of materials, and all other causes beyond the control of either party. Typographical and stenographic errors are subject to correction. Terms inconsistent with those stated herein, which might appear on the Library's formal order or Request for Proposal, will not be binding on The Library Corporation.
- 23 Assignments. The Library and The Library Corporation agree that no sublicensing, nor assignment of its rights or interest, nor delegation of its duties under this Agreement shall be made or become effective without the prior written consent of The Library Corporation or the Library. Any attempted sublicensing, assignment or delegation without prior written consent shall be wholly void and ineffective for all purposes.
- 24 Taxes not included. The charges shown on this Agreement do not reflect applicable federal, state, and local taxes which may be added to the amounts shown at the time of invoicing.
- 25 Whole Agreement. This Agreement, including appendices and referenced attachments, constitutes the entire Agreement between the parties and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject. Latter Agreements supersede former Agreements. Neither party shall be bound by any warranty, statement, or representation not contained herein. The signatories acknowledge reading and agree to comply with all terms and conditions.
- 26 Amendments. Amendments and modifications to all, or any part, of the Agreement and to the appendices and referenced attachments, may be made, and shall be binding, only if in writing and signed by duly authorized representatives of both parties.

IN WITNESS WHEREOF the parties have duly executed and delivered this Agreement on the dates set forth below.

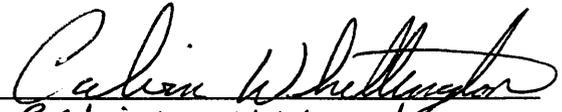
ACCEPTED FOR THE LIBRARY

By 

Title Michael D. "Mike" Brown  
Tom Green County Judge

Date MAR - 4 2008

ACCEPTED FOR  
THE LIBRARY CORPORATION

By   
CALVIN WHITTINGTON

Title Director of Finance

Date 3-10-08

**SCHEDULE A  
Library Statistics**

1. Estimated Number of patrons: 30,000
2. Estimated Number of Items: 313,000
3. Estimated Number of Titles: 220,000
4. Number of Library Locations: 3
5. Total Number of Stations/Devices On-line: 40
6. Name and address of host location: Tom Green County Library System  
113 West Beauregard  
San Angelo, TX 76903
7. Locations and # of stations listed below for Cataloging, Circulation, Public Access Catalog and other modules including: serials, acquisitions, and kids catalog.

<b>Library Locations</b>	<b><u>Workstations with TLC Staff modules loaded</u></b>
3 locations	40
Locations:	
Main Library: 113 West Beauregard San Angelo, Texas 76903	
Angelo West Branch: 3013 Vista Del Arroyo San Angelo, Texas 76904	
North Angelo Branch: 3001 N.Chadbourn San Angelo, Texas 76903	

The Library may reconfigure the location of the above licensed staff software without incurring additional costs provided that the total number does not change.

**SCHEDULE B**  
**Conversion Processing**

1. Data Preparation

Number of Bibliographic Records:	220,000
Cost:	\$ 22,000

**Total - Data Preparation and Data Conversion** **\$ 22,000**

The Library will provide to The Library Corporation its Initial Customer Database. The Library Corporation will convert the Initial Customer Database to formats required by Library•Solution and load the Customer's Database into Library•Solution.

**SCHEDULE C**  
**Part 1.**  
**Hardware Configuration and Support Costs**

<b>Description</b>	<b><u>Unit Price</u></b>	<b><u>Total Price</u></b>	<b><u>Year 2 Total Support</u></b>
Phone Tree 2500 System	\$2,400	\$2,400	\$ 480
<b>Total Hardware Costs</b>		<b>\$2,400</b>	
<b>Total Hardware Support Costs</b>			<b>\$ 480</b>
<b>Shipping</b>	<b>\$ 30</b>		

**Part 2**  
**Hardware Description**

PhoneTree 2500 Digital USB product · Unlimited list capacity · 60 calls per hour per line · Upgrade to 4 lines · Autotasks and autoreports · Duplicate name and phone number screening · Pager call-back notification · Up to 6 touch-tone replies · Data list importation · Voice mail box · Detailed reporting · CD-quality 16 bit sound · Simultaneous calling sessions · Full network capability · Advanced multi-line capacity · Emails · Text messaging · Multi-lingual Includes: Hardware and Software with PhoneTree 2500, Cables, Microphone, PhoneTree 2500 Software CD and the first year support.

**Part 3**  
**Minimum Hardware Requirements**

If you are using existing equipment or obtaining equipment from a third-party, you will need to meet the following requirements:

**Dedicated Webserver** (for single or multiple sites with more than 10 workstations):  
The Library Corporation highly recommends a dedicated Webserver for a single or multiple site library system with 10 or more workstations. The Webserver is recommended for use with Library•Solution for maintaining Intranet and Internet activities.

The recommended hardware requirements for the Webserver are Pentium III 500 MHz, 1 GB SDRAM, IIS Version 5(Windows 2000) or IIS version 4 (Windows NT), 9 GB of total drive space with at least 500MB of free drive space for web pages and the accumulation of log files, 3.5" diskette drive, network card, CD-ROM drive, standard keyboard, 14" VGA monitor, mouse, Windows 2000 Server or Windows NT Server 4 Operating System with latest service pack and security hotfixes.

**SCHEDULE D  
Software**

According to the provisions of this Agreement The Library Corporation grants perpetual, non-transferable and non-exclusive licenses for the following Software and Databases, subject to the terms and conditions of this Agreement for use at the location(s) specified in Schedule A.

1. The Library Corporation Library•**Solution** Integrated Library System:

<u>Qty</u>	<u>Description</u>	<u>One-Time Price</u>	<u>1st Year Support</u>	<u>2nd Year Support</u>
1	Library• <b>Solution</b> Software Modules for Cataloging, Authority Control, Circulation, and Public Access Catalog for 40 staff stations and unlimited PACs 3 Library locations.	\$ 91,000	Included	\$ 16,100
1	Reports Manager Author License	\$ 2,000	Included	\$ 500
1	TLC Training for Author License	\$ 600		
1	Cognos Training for Author License (transportation not Included )	\$ 1,200		
1	Library - Z (Z39.50 Server)	Included	Included	Included
1	AquaBrowser Library	Included	Included	Included
1	Oracle Database Licensing	Included	Included	Included
1	Reports Manager (one user License per site)	Included	Included	Included
1	Library - <b>Serial</b>	Included	Included	Included
1	Online Selection & Acquisitions	Included	Included	Included
1	KC Web (children's catalog)	Included	Included	Included
<b>Software Cost</b>		<b>\$94,800</b>		<b>\$16,600</b>

The cost to add Technical Services Software licenses will be \$1,500 with an annual support cost of \$300.

**SCHEDULE E**  
**Cataloging Database **\*\*OR\*\***Software Subscriptions**

The Library Corporation will grant perpetual, non-transferable and non-exclusive licenses for the following databases, subject to the terms and conditions of this Agreement for use at the location(s) specified in Schedule A. Databases are updated with the frequency noted.

<u>Qty</u>	<u>Description</u>	<u>Annual Cost</u>
1	SIP Server	\$ 500
1	Subscription to OPAC Enrichment	\$ 2,736

**SCHEDULE F  
Installation and Training**

1. Installation

- 1.1 On-site installation of all Hardware and Software purchased from The Library Corporation will be performed by technician(s) who will unpack, connect, and test all Hardware purchased from The Library Corporation.

Installation Expenses \$ 4,800

2. Training

- 2.1 8 days of on-site staff operator training, training materials, and support in the use of Hardware and Software for a maximum of 10 people per trainer at \$1,200 per trainer per day. The Library should plan on one terminal for every 3-5 trainees. If the Library feels more training is needed, additional days can be purchased at \$1,200 per day.

Training Expenses \$ 9,600

**Total Installation and Training: \$ 14,400**

**SCHEDULE G  
Part 1  
Payment Schedules**

1. Summary of one-time charges:

1.1	Conversion Services (Schedule B)	\$ 22,000
1.2	Total Hardware (Schedule C)	\$ 2,400
1.3	Shipping (Schedule C)	\$ 30
1.4	Total Software (Schedule D)	\$ 94,800
1.5	Annual Database Subscription (Schedule E)	\$ 3,236
1.6	Installation and Training (Schedule F)	\$ 14,400
		<hr/>
	<b>Total</b>	<b>\$ 136,866</b>
	<b>GEAC Discount*</b>	<b>- 20,000</b>
	<b>Grand Total</b>	<b>\$ 116,866</b>

2. Payment Schedule:                   25% down at contract signing  
                                                  Remainder due net 30 days from date of invoice (installation).

\* Year Two discount \$3,000.

## Part 2

### Software Support

#### Annual Licensed Software Support Costs (Year 2)

**\$ 13,100\***

1. Annual licensed software support costs includes telephone diagnostic service available during normal company business hours (7:30 a.m. – 12:00 midnight EST Monday - Friday) additionally with emergency referrals from The Library Corporation's Operations Center to on-call personnel, 24 hours per day, 7 days per week. All Library•**Solution** customers have access to The Library Corporation's toll-free (800) telephone line. Software Support also includes access to The Library Corporation's online support center, which can also be accessed 24 hours per day, 7 days per week to view, update, and submit support requests.
2. Software support covers trouble-shooting of any Software-related problem and provision of updates to the latest version of the System Software.
3. First-year Software support is included in Software costs.
4. Second-year Software support fees include Library•**Solution** Cataloging, Circulation, PAC, and Z39.50 Server, Acquisitions, Serials, Children's PAC Modules.
5. In the third (3rd) year and each subsequent year during which the Library is using the Licensed Software described herein, the Library will pay a support cost equal to \$17,316 per year plus an annual increase not to exceed more than five (5) percent per year.

\*Reflects second year GEAC Discount of \$3,000.

## Part 3

### Peripheral Hardware Support

#### Annual Peripheral Hardware Support (Years 2- 5)

**\$480 per year**

1. Annual peripheral hardware support includes telephone diagnostic service available during normal company business hours (7:30 a.m. – 12:00 midnight EST Monday - Friday) additionally with emergency referrals from The Library Corporation's Operations Center to on-call personnel, 24 hours per day, 7 days per week. All Library•**Solution** customers have access to The Library Corporation's toll-free (800) telephone line.
2. The first year of peripheral hardware support is included. Subsequent year support is outlined in Part 1 of Schedule C.
3. Peripheral hardware support includes repair and replacement of components.

## SCHEDULE H Hardware Maintenance

- 1 Term. This Agreement shall have an effective date as stated herein and continue for a term of three (3) years.
  
- 2 Hardware and Charges.
  - 2.1 The Hardware covered by this Agreement and the maintenance charge applicable to such Hardware shall be as set forth in Schedule C herein. All charges specified shall remain in effect for three (3) years from the effective date of this Agreement, unless otherwise specified in Schedule C.
  
- 3 Scope of Maintenance Service.
  - 3.1 Maintenance service shall consist of remedial maintenance including replacement of unserviceable parts.
  
  - 3.2 If the maintenance work is to be performed at Library's premises, a service technician dispatched by The Library Corporation shall have working space, electricity, a local telephone line, and free and full access to the Hardware; and the Library shall provide a safe place in which to perform such work. Maintenance work will be performed according to the type and term of Service Agreement listed in Schedule C, with the following conditions:
    - 3.2.1 Next business day / replacement service will require a service technician to be dispatched to arrive at the Library location for on-site service on the next business day between normal business hours, Monday through Friday, excluding regularly observed holidays. If the service technician is dispatched for on-site service after 4:00 p.m., local time, the service technician may take an additional business day to arrive at the Library location.
  
    - 3.2.2 There may be an additional charge for service in certain remote areas of the United States.
  
    - 3.2.3 Parts will be new parts or parts equivalent to new in performance when used in the Hardware.
  
  - 3.3 Should the Library ship Hardware to The Library Corporation for any reason, the Library is responsible for any shipping costs incurred. Any Hardware shipped by The Library Corporation's offices or service center designated by The Library Corporation will be returned to Library via standard United Parcel Service, shipping charges prepaid. If Library shall desire a faster means of transportation, the Library shall designate the carrier and bear the complete cost. In either event, The Library Corporation shall not be liable for loss or damage in transit. Claims for shortage or damages in shipments shall be made against carrier by The Library Corporation. Library is responsible for noting any visible damage upon receipt from The Library Corporation and notifying The Library Corporation of such damage within three (3) days thereafter.
  
- 4 Exclusions. The Library Corporation's maintenance service provided hereunder does not include the following:
  - 4.1 Electrical work external to the Hardware;

- 4.2 This agreement extends only to uses for which the System was designed. Except as stated below, the services The Library Corporation agrees to provide under this Agreement are repair services which are necessary because of any defect which exists or occurs in materials or workmanship in the System or in any System component covered in this Agreement. Preventive maintenance is not included. Installation, deinstallation, or relocation services and operating supplies are not included. Repairs necessitated as a result of alteration, adjustment, or repair by anyone other than The Library Corporation (or its representatives) are not included. The Library Corporation is not obligated to repair any System or System component which has been damaged as a result of (i) accident, misuse, or abuse of the System or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than The Library Corporation (or its representatives); (ii) an act of God such as, but not limited to, lightning, flood, tomado, earthquakes, and hurricanes; or (iii) the moving of the System from one geographic location to another or from one entity to another.
- 4.3 Such service which is impractical for The Library Corporation to render because of alterations to the Hardware or their connection by mechanical or electrical means to other devices or alterations to operating systems; or
- 4.4 Maintenance on Hardware not listed in Schedule C.
- 5 Disclaimers. The Library Corporation's obligations and warranties under this Agreement are in lieu of all other warranties, express or implied, including, if applicable, the IMPLIED WARRANTIES OF MARKETABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other obligations or liabilities for damages, including but not limited to consequential damages arising out of or in connection with this Agreement or the maintenance service performed hereunder.
- 6 General.
- 6.1 The Library Corporation reserves the right to adjust the maintenance charges if the Hardware specifications, attachments or features of any item of Hardware are changed after the date hereof,
- 6.2 The Library Corporation is not responsible for any failure to render service due to any cause beyond its control,
- 6.3 The Library Corporation shall be entitled, upon giving prior written notice to the Library, to assign this Agreement and The Library Corporation's rights hereunder to any subsidiary, affiliate, or successor thereof.

**SCHEDULE I**  
**Additional Considerations**

- 1 If, within sixty (60) days of installation, the Library is not completely satisfied with the Library•**Solution** System, the Library may return it to The Library Corporation and receive a refund of all monies paid. This guarantee warrants the Library's satisfaction with the entire System and does not encompass return of individual Modules or refunds or discounts for not using parts of the Library•**Solution** System.
- 2 Returned Goods Authorization. The Library Corporation must authorize any goods to be returned prior to return shipment, and the address label should include the return authorization number. Cost of return shipment is the Library's responsibility. Returned goods received in acceptable resale condition as determined by The Library Corporation will result in a credit on account for the amount of the sale less a 20% handling and restocking charge. Custom products, such as barcode labels, are not returnable.
- 3 Second-Year Support Costs, as stated in Schedule G, include all Software and Hardware purchased under this Agreement. This does not include MARC Database, OPAC enrichment, or Multi-Database Search Tool subscriptions.
- 4 Library•**Solution** includes Cognos' web-based ReportNet, which delivers a full library of pre-written reports, lists, and notices to support most reporting needs. Report formats include lists, notice forms, bar charts, pie charts, line graphs, and cross-tabs. Staff can schedule the reports to run during off-hours and the reports can be automatically delivered to specified email recipients.  
  
One User License *per site* is included. The User License provides the ability to run any reports in the Reports Library. This license also enables staff to set personal preferences, schedule reports, subscribe to a scheduled report, create and manage report folders, and personalize standard reports. Additional licenses are available at additional cost.  
  
The Author License is available at additional cost as specified in your cost proposal. The Author License uses a specially prepared data framework that presents Library•**Solution** data in clearly labeled fields. Staff can create reports using drag and drop tools to select the data elements to be reported. Filters can be used to easily select data and the information can be viewed immediately. Queries can be saved for reuse at any time. This license enables staff to create fully formatted reports, graphics, notices, and other management information tools.
- 5 The Library Corporation provides a PAC Configuration Utility that is used to customize or modify the Library's PAC Interface. The PAC Configuration Utility can be accessed by authorized users and provides the ability to create multiple configurations.
- 6 The Library Corporation will test a backup tape of the Library's Database every six (6) months if the Library requires.

**SCHEDULE I**  
**Additional Considerations (continued)**

7     Escrow

- 7.1     At Library's option, within thirty (30) days following the signing of this Agreement, The Library Corporation shall add Library as a party to its already existing escrow account for the Software. Such escrow account contains a current source version of all The Library Corporation's application software and all associated materials.
- 7.2     The escrow company's obligation to the Library is separate and independent from any obligation to The Library Corporation so that, in the event of the occurrence of a release condition, it cannot be unreasonably interfered with by a bankruptcy trustee.
- 7.3     The escrow agreement shall authorize the escrow agent to release the source code to the Library in the event the Escrow Agent receives from the Library:
  - 7.3.1   Written notification that The Library Corporation has failed in a material respect to support the applicable Systems as required by a License Agreement ("License Agreement") between Library and The Library Corporation or that The Library Corporation has otherwise defaulted in a material respect under the License Agreement ("The Library Corporation Default").
  - 7.3.2   Evidence satisfactory to Escrow Agent that Library has previously notified The Library Corporation of such Product Default in writing;
  - 7.3.3   A written demand that the Deposit Materials be released and delivered to the Library;
  - 7.3.4   A written undertaking from the Library that the Deposit Materials being supplied to the Library will be used only as permitted under the terms of the License Agreement;
  - 7.3.5   Specific instructions from the Library for this delivery.
  - 7.3.6   An initial check payable to Escrow Agent in the amount of one hundred dollars (\$100.00).
- 7.4     The Library Corporation shall pay all basic costs of maintaining the source code in escrow, including the fees of the Escrow Agent. Library shall pay an initial cost of \$250, for adding Library as a party to the escrow account and annual cost not to exceed \$100, for remaining as a party to the escrow account. Library may, at any time during the term of this Agreement, have access to and review deposited Software and associated materials subject to reasonable security limitations.
- 7.5     The Library Corporation shall replace the deposited software and related documentation with an updated version at least once every twelve (12) months or upon The Library Corporation's distribution of new release software to its Libraries.

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