

MASTER AGREEMENT BETWEEN CITY OF LINCOLN, NEBRASKA AND SIRSIDYNIX

1. PURPOSE AND SCOPE

1.1 Parties and Effective Date. This Master Agreement (the "Master Agreement") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer identified in the signature block below ("Customer"), with effect on the date of the last signature below ("Effective Date").

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

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

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

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

2. PRODUCTS USE RIGHTS; TITLE

2.1 Generally. Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

2.2.1 Software License. Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, non-transferable and perpetual (subject to SirsiDynix termination rights pursuant to this Master Agreement) license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated

on more than one hardware platform, except temporarily during the process of platform migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

2.3.1 Subscriptions. For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. **2.3.3** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use and enjoyment of similar

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services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. **2.3.5** The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. **2.3.6** In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

2.4.1 Services. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

2.5. Software Maintenance. **2.5.1** Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. **2.5.2** Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. **2.5.3** SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. **2.5.4** For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. **2.5.5** If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. **2.5.6** If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. **2.5.7** Fees for Maintenance Services do not include implementation, training and other Professional Services. **2.5.8** It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the Software. Failure to do so could result in additional Maintenance fees if

service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion. **2.5.9** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.10** For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

2.6.1 Hardware and Hardware Maintenance. Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.

2.7 License Metrics. Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

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

2.9 Restrictions. Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third

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parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

2.10 Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

2.11 License Grant by Customer. Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

2.12 Enforcement. Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

3. FINANCIAL TERMS

3.1.1 Fees and Payment Terms. The Customer shall pay the amounts set forth in the Quote. Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 30 days written notice in advance. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

3.2 Taxes. Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

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

4. CONFIDENTIALITY

4.1 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

4.2 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by

law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer 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.

5. PRIVACY

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

6. INDEMNIFICATION

6.1.1 By SirsiDynix. SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("Claim"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

6.2 By Customer. To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7. WARRANTIES; REMEDIES; DISCLAIMERS

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

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is reasonably

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determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to 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.

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

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

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

7.5 Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

7.6 Disclaimers. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.2 IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

9. TERM AND TERMINATION

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

9.2 Product and Services Term. The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote ("**Initial Term**"). The Initial Term shall automatically renew for the same length as the Initial Term unless either party gives written notice 60 days prior to the end of any previous Term of its intention to terminate the Subscription or Maintenance service. The Initial Term and renewal terms are referred to as the "**Term**".

9.3.1 Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement. **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information in its control and acknowledges that its rights to use the same are relinquished. **9.3.3 Fees.** Customer acknowledges that, based on Customer's willingness to purchase Products for the Term, SirsiDynix has provided Customer with Products and Services at rates that represent a substantial discount from the rates that SirsiDynix would otherwise charge, along with certain other free or substantially discounted products or services. Customer therefore agrees that it is reasonable for Customer to pay a fee to SirsiDynix in the event of early termination for any reason, which becomes effective upon any date prior to the end of the last year of the Initial Term or prior to the end of any renewal term. Such fee shall be equal to 50% of the remaining value of the then-current Term of the Products or Services, as applicable. Customer agrees that damages suffered by SirsiDynix in the event of such early termination are difficult or impossible to determine and that the above amount is intended to be a reasonable approximation of such damages and not a penalty. Customer agrees that it will pay such amounts within thirty (30) days of any such early termination. Customer shall notify SirsiDynix in writing of its intent to terminate not less than sixty (60) days prior to the date of termination and Customer shall not be eligible for any pro-rata credit or refund for unused partial year fees paid. **9.3.4 Non-Appropriation of Funds.** If for any given fiscal year the library loses all funding, the Master Agreement will be suspended at no penalty to Customer, upon SirsiDynix's receipt of written notice ninety (90) days prior to the renewal period. Such

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notice will not relieve Customer of payments then owing. Customer shall not purchase similar materials, supplies, services, or items of equipment during the anticipated life of the terminated Master Agreement without notification to SirsiDynix and reinstatement of the terminated Master Agreement.

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

10. GENERAL PROVISIONS

10.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 Assignment. SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

10.3 Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

10.4 Delegation. SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

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

10.6 Export. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.7 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.8 Compliance. During the term of this Master Agreement and for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees), and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products and interest fees related to usage in excess of the License Metrics.

10.9 Notices. Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email to SirsiDynix at legal@sirsidynix.com, or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.10 Relationship. The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.11 Invalidity. If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.12 Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

10.13 No Waiver. Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

10.14 Entire Agreement. The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

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

10.16 Governing Law and Venue. The Master Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Nebraska to whose

Customer Initial and Date: _____

GC# _____

File: City of Lincoln, Nebraska

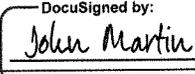
exclusive jurisdiction the parties hereby consent. In addition, the parties hereby waive any objection they may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

10.17 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

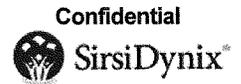
10.18 Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

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

END OF MASTER AGREEMENT

City of Lincoln, Nebraska 136 South 14th Street Lincoln, Nebraska 68508-1899	Sirsi Corporation SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043
Sign: _____	Sign: <small>DocuSigned by:</small>  <small>5DFFB8C17738499...</small>
Print Name: _____	Print Name: <u>John Martin</u>
Title: _____	Title: <u>VP Finance</u>
Date: _____	Date: <u>Dec-19-2014 12:57 PT</u>

Customer Initial and Date: _____



File: City of Lincoln, Nebraska

GC# _____

Exhibit A - DEFINITIONS

“**Circulation**” means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

“**Confidential Information**” means information of SirsiDynix and/or its licensors includes but is not limited to 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, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix’s placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

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

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

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

“**Effective Date**” is defined in section 1.1.

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

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

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

“**Hardware**” means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

“**Intellectual Property**” means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

“**Internal Business Purposes**” means Customer’s internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party

products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

“**License Metrics**” means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

“**Maintenance**” means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix’s support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under “SirsiDynix Support Policies” (Document ID 125773) at <http://support.sirsidyndix.com>.

“**Operating Environment**” means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

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

“**Products**” means Software, Subscriptions, Subscription Software, Services and Hardware.

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

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

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

“**SirsiDynix Software**” means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

“**Software**” means the SirsiDynix Software and Third Party Software.

“**Subscriptions**” means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

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

“**Term**” is defined in section 9.2.

“**Titles**” means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

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

“**Updates**” means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

“**Users**” means Customer’s employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date: _____



Quote 73488 for:

Lincoln City Libraries

Symphony SaaS - RFP

Prepared by:
Adam Johnson
Field Sales Consultant
SirsiDynix

Quote Date: September 16, 2014

Quote Valid Until: December 31, 2014

This quote is hereby fully incorporated into the Master Agreement.

The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Purchase Details

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

Component	Optional Year				
	Year 1	Year 2	Year 3	Year 4	Year 5
SirsiDynix SaaS subscription	173,450	31,960	31,960	31,960	31,960
Services	89,740	-	-	-	-
Platinum Services	10,000	4,000	4,000	4,000	4,000
Enterprise	22,880	3,040	3,040	3,040	3,040
Other Services	100	-	-	-	-
Discount	(217,170)	-	-	-	-
Total	79,000	39,000	39,000	39,000	39,000

Initial Term of Maintenance and SaaS Services: Four (4) Years, plus Library option for year 5

Initial Term Annual Price Increase Cap for SirsiDynix 0% annual price increase cap until Term renewal

Products/Services:

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

The above price increase cap covers all Customer's active Products. However, SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services by more than 10% in a given calendar year.

Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

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

This quote is hereby fully incorporated into the Master Agreement.

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Detailed Pricing

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

Component	Price
SirsiDynix SaaS subscription	
SirsiDynix Symphony SaaS	64,060
Cataloging	Included
Circulation	Included
Public Access	Included
Z39.50 server	Included
Authority control	Included
Backup circulation	Included
Inventory	Included
Reports	Included
ReferenceLIBRARIAN	Included
SaaS Acquisitions	16,020
SaaS 9xx	1,550
SaaS Electronic Data Interchange (EDI)	3,850
SaaS Debt Collection Agency Interface	5,130
SaaS OutReach	6,410
SaaS Serials	16,020
SaaS Test System	9,610
SaaS Universal SIP2	16,020
SmartPORT	3,850
SaaS Unicode Server Extension Test System	Included
SSL Security Certificate Subscription	360
VPN Subscription	1,930
SaaS User Level - 250 Staff seats	Included
BLUEcloud Analytics, Annual Subscription	12,820
BLUEcloud MobileCirc, Annual Subscription	6,410
SirsiDynix eResource Central Gateway Services - Annual Subscription	6,410
SirsiDynix eRC Connector for OverDrive - Annual Subscription	Included
SirsiDynix SMS Notification for Symphony SaaS, Annual Subscription - 100K Message Package	3,000
Total SirsiDynix SaaS subscription	173,450
Services	
Data Migration	28,500
Installation	30,890

This quote is hereby fully incorporated into the Master Agreement and Schedules
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Quote for Lincoln City Libraries

Reference number 73488

Detailed Pricing

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

Component	Price
Consulting	13,310
Training	17,040
Total Services	89,740
Platinum Services	
Platinum Premier	10,000
Total Platinum Services	10,000
Enterprise	
SaaS Enterprise Annual Subscription	15,700
Installation and Training	7,180
Total Enterprise	22,880
Other Services	
Project Management - Level 1 Services	100
Total Other Services	100
Discount	
Services Discount	(67,020)
RFP	(150,150)
Total Discount	(217,170)
QUOTE TOTAL	79,000

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Component Descriptions

SirsiDynix SaaS subscription

SirsiDynix Symphony SaaS

SirsiDynix Symphony's Core Package includes Cataloging, Circulation, and Public Access modules. Additional functions include: utilization of an Oracle database, a Z39.50 server, Authority Control, Backup Circulation, and Reports. Authority Control: Links authority-controlled bibliographic headings with corresponding authority records through an ANSI-standard thesaurus. SirsiDynix Symphony complies with Bath Profile release 1.0 and most of release 2.0 Functional Area A. We comply with Release 1.0 of Functional Area B. SirsiDynix Symphony complies with Z39.50 Level Three (client and server), provides broadcast searching as a standard, and complies with Bath Profile Level One.

SaaS Acquisitions

SirsiDynix Symphony Acquisitions provides efficient online tracking of materials from ordering through claiming, receiving, invoicing, and processing. Firm orders, gifts, subscriptions, approval, and standing orders are all easily accommodated and can be tracked separately or together.

SaaS 9xx

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

SaaS Electronic Data Interchange (EDI)

EDI X-12: SirsiDynix supports all transactions formats currently adopted by SISAC (Claims/Claim Response /Invoice /Dispatch Information/Functional Acknowledgment). SirsiDynix Symphony can electronically transmit and receive information in these formats using X12. EDI (Electronic Data Interchange) allows libraries to communicate with vendors to transfer ordering, invoicing, or subscription information between computers.

SaaS Debt Collection Agency Interface

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

SaaS OutReach

SirsiDynix Symphony Outreach automates processes allowing homebound patrons to request items based on interest categories and to deliver the selected items to patron homes.

SaaS Serials

SirsiDynix Symphony Serials manages the prediction, receipt, and routing of all serial subscriptions, generating and maintaining a separate MARC holdings record for each subscription. Managing orders and renewals are fully integrated with SirsiDynix Symphony Acquisitions. As the library receives individual issues, Serials automatically

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Component Descriptions

predicts the next expected issue based on the serials publication pattern. Combined issues, special issues, missing issues, or other irregularities are handled easily and efficiently. Basic Serials Binding functionality is included in this package.

SaaS Test System

A SirsiDynix Symphony Test System can be loaded with generic policies and data so you can test policy changes before initiating changes to the production server. You can test upgrades/updates prior to applying those to the production server, and/or use the test system for on-going training of staff and new staff. Test file customization and global changes will not affect your catalog and database. Includes one production to test copy over per year. Should there be an upgrade to Production SirsiDynix will perform an additional copy over at no charge. Each copy should be requested via Customer Support and additional copies are available for purchase.

SaaS Universal SIP2

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

SmartPORT

SirsiDynix Symphony SmartPORT Unlimited User Licenses enable staff to locate a record in a Z39.50-compliant database and to import the record to your own database. An unlimited number of SmartPORT Z39.50 copy cataloging client user licenses is included for this price.

SaaS Unicode Server Extension Test System

SirsiDynix Symphony Unicode Server Extension Test System enables staff users to load, input, index, and display MARC records containing both the Roman characters and the non-Roman characters used in languages such as Arabic, Chinese, or Russian. This license enables you to test policy changes and configurations before applying the changes to your Unicode-compliant production system.

SSL Security Certificate Subscription

The SSL annual subscription will encrypt all OPAC-related traffic by using the https protocol via SSL. This will allow any sensitive OPAC-related traffic to remain secure. The subscription includes annual renewal of the SSL certificate by SirsiDynix.

VPN Subscription

For those customers that require a higher level of security of data in-transit, we recommend the establishment of a VPN tunnel between our SaaS firewall/VPN appliance(s), and a customer's firewall(s) or VPN-enabled PCs. For this option, we will work with your IT organization and/or network representatives to establish a VPN tunnel from your networks to SaaS. In the event that your network topology is complex and requires additional tunnels, or large numbers of user licenses, then additional charges may apply. Unless specifically requested, the Workflows service

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Component Descriptions

on your SaaS Symphony instance will be firewalled in such a way that it is only available via the VPN tunnel(s). Public access to your catalog is not affected by VPN unless you require it for a private/proprietary catalog. Practical uses of the VPN include:

- Corporate / proprietary library
 - o This type of solution does not have any public access to the Symphony product, and is suitably firewalled to prevent such access.
 - o VPN is the only mechanism to provide access to the product, providing a secure entry point
 - o Note: we do support IP-based restriction on the catalog, if desired
- Consortium, distributed libraries, or .Gov/.Mil library security enforcement
 - o Uses a VPN tunnel as the only means to access the Symphony Workflows service, thus enforcing patron data encryption while in transit.
 - o Public access to the Symphony Workflows service is prevented at the SaaS firewall
- Network stabilization
 - o The use of VPN tunnels can be used to stabilize the Workflows connection over problematic networks

SirsiDynix SaaS offers three types of VPN solution. These three options can be used in various combinations to provide a suitable solution for the customer. A very important step in this is a detailed discussion of network topology between SirsiDynix SaaS network engineers and Customer network personnel. This step should be performed before SirsiDynix quotes are finalized.

- Site-to-Site VPN:
 - o This is a network-to-network tunnel that encrypts all traffic between the customer network and the SirsiDynix SaaS servers. This solution is generally the most reliable solution, the easiest to maintain long-term, and the most practical.
 - o We support both single tunnels and multiple tunnel configurations.
 - o Site-to-Site tunnels are built with the IKEv2 methodology. Various cryptographic suites are available to choose from.
- Software Client VPN:
 - o This is an installed software client on the staff user workstation which encrypts the datastream from the workstation all the way to the SirsiDynix firewall.
 - o This client is for Windows PCs only, and generally restricted to Windows XP and Windows 7
- VPN Net Extender:
 - o This is a lightweight VPN tunnel built on the SSL protocol, and is not as intrusive to customer networks as IPSec tunneling. It can be implemented with a browser or with a lightweight client software. This method also supports mobile data devices.
 - o The use of this product involves additional charges and is not included in the VPN Subscription.

Caveats:

- Software VPN client use is allowed in addition to the site-to-site VPN option at no additional charge. It is useful for off-network or roaming users, bookmobiles, etc.
- SirsiDynix cannot provide technical support for the customer end of a VPN tunnel configuration. It is the customer's responsibility to obtain proper technical support for a VPN solution from their in-house IT, upstream network providers, and/or third party consulting services.
- There are practical limits to the number of software VPN client and SSL/VPN sessions that we can support per customer. Please discuss these with SirsiDynix SaaS technical personnel.
- Role-based VPN Client accounts are supported for Circulation desks only. All other users must use a unique authentication credential
- The software VPN clients supported by our firewalls is documented in the Sirsidynix VPN Powerpoint available from your Sales representative. We cannot support any of the Cisco VPN software clients, as they use a proprietary protocol.
- VPN client support for MAC users is not supported
- SSL/VPN requires single-session unique user credentials for all accounts
- SirsiDynix will not authenticate VPN against any 3rd party or customer authentication service.

SaaS User Level - 250 Staff seats

BLUEcloud Analytics, Annual Subscription

Minimum requirements: Symphony 3.3.1 or Horizon 7.3.3. BLUEcloud Analytics provides a web-based, cloud-hosted suite of data-mining and OLAP tools with the following functionality:

- Unique view of data warehouse for analysis of your institution, collections, and users
- Supports advanced and predictive analysis to establish trends and patterns
- Presentations for effectively communicating to boards and administrators
- Drill anywhere capabilities, users can view summary-to-detail-level data
- Robust security, flexible information distribution/collaboration, and easy self-service analysis
- Ability to print, download, and e-mail data and graphs in a

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Component Descriptions

variety of formats (Microsoft Excel® and PowerPoint®)

BLUEcloud MobileCirc, Annual Subscription

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

SirsiDynix eResource Central Gateway Services - Annual Subscription

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

SirsiDynix eRC Connector for OverDrive - Annual Subscription

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

SirsiDynix SMS Notification for Symphony SaaS, Annual Subscription - 100K Message Package

Subscription to the SMS Notification feature requires your ILS system to be on SirsiDynix Symphony 3.4.1 Patch Cluster 1 or above. Up to 100,000 messages included per year. Additional messages used, if allowed, will be deducted from the subsequent subscription package purchased. Messages not used at annual renewal will be forfeit. You may change the subscribed package to increase or decrease the number of messages at annual renewal time.

Services

Data Migration:

Deluxe Data Migration Package

To implement the proposed Symphony system for the Library, SirsiDynix has included a deluxe migration package, which includes conversion and migration to Symphony of the following types of viable data: • Cataloguing: bibliographic and authority records in MARC exchange (ISO 2709) format; item data attached to the bibliographic records as tags or in a separate defined ASCII file; • Circulation: patron, and circulation transactions (current charges, unpaid bills, and active holds) in defined ASCII format; • Acquisitions: open orders, vendors, and funds in defined ASCII format; • Serials: serial control, issue, and routing records in defined ASCII format. All data must be provided by the Licensee in a viable format in accordance with Implementation Plan deadlines.

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Component Descriptions

Included in the package: • One instance only of each data type • One test load and one production load only

Installation:

Product Delivery

Core SaaS Software Installation

Software installation for SirsiDynix Symphony utilizing SaaS. Includes installation of Oracle, Cataloging, Circulation, Z39.50 and OPAC.

SmartPORT/FirePORT Configuration

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

SIP2 New Software Installation

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

SaaS Test System Installation

The Test System installation includes installation of Oracle (if applicable) and creating a duplicate copy of the current production system. This offering is for current or new SaaS customer only.

SSL Security Certificate Setup

Includes setup and configuration of the SSL certificate.

VPN Connection Initial Service Setup

Services cover working with the site technical contact to setup both ends of the VPN tunnel.

BLUEcloud Analytics Installation

BLUEcloud MobileCirc Installation

SirsiDynix eRC Gateway Services Installation

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

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Component Descriptions

Project Management

Standard ILS Migration - from non-SirsiDynix automated software

Project Management Service for a Standard ILS Migration from a Non-SirsiDynix owned platform to a Unicorn/Symphony-based platform. Project Management Service includes a project management resource who will do the following during the standard, active implementation period of the project: act as the primary SirsiDynix Contact; hold weekly progress calls with the customer; coordinate SirsiDynix resources; and transition the customer to client care once the new platform has been implemented.

Core Module Add On (Tier 2)

Tier 2 Project Management Services for the implementation of new/additional modules either during an ILS Migration or as a standalone add on order for a current customer, including: Acquisitions, Homebound, Inventory, Media Scheduling, Reserves, Serials, SIP/NCIP, Classified Accountability, Language Pack, Materials Booking, 9xx Interface, SmartPort, EDI, Reference Librarian, Languages, PocketCirc, Outreach, VIP, SchoolRooms Add'l Licenses, Web Reporter Add'l Licenses.

Core Module Add On (Tier 3)

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

Project Management - SirsiDynix SMS Notification

Project management for SirsiDynix SMS includes a dedicated project manager to guide you through the implementation of SirsiDynix SMS. This includes, scheduling and coordination of SirsiDynix resources, holding project progress calls (if needed) and helping with a smooth transition to SirsiDynix customer support after the project is complete.

Test Instance

Project Management Services for Test Instance

Project Management - BLUEcloud Analytics

Project Management Services for the implementation of BLUEcloud Analytics.

Project Management - BLUEcloud MobileCirc

Project Management Services for the implementation of BLUEcloud MobileCirc.

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Component Descriptions

Project Management - SirsiDynix eResource Central

Consulting:

Core Implementation

ILS Policy Profiling is designed to provide expert guidance to library project team members with setting up and configuring a comprehensive, yet concise, policy structure. In a series of distance sessions, a SirsiDynix consultant will work with the library project team to review and complete an Excel spreadsheet containing local policy decisions. After data load, the SirsiDynix consultant will work with the library to review data as well as prepare the system for strategic functions such as standalone and notice generation for go-live. Sessions not to exceed 50 hours.

SureStart-6

SureStart is a layer of consulting support designed to smooth the transition to a new ILS platform. SureStart is a resource for the entire staff, not just system administrators. SureStart addresses issues outside the scope of education services training

Consulting Support for Library's Go-Live, Distance

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

Training:

SirsiDynix SMS Notification for Symphony Self-paced Training

Learn to set up and send SMS notifications in batch or individually via SirsiDynix Symphony. This training is available in English only.

BLUEcloud MobileCirc Self-paced Training

This training reviews the functionality present in MobileCirc. One user will have unlimited access to this course for one year. This training is available in English only.

Symphony Administration Training, Private

Eight seats in a private distance instructor-led class for Symphony Administration. Learn the configuration of Properties and Toolbars, Staff Logins, Access, User Records, Circulation, and Cataloging Features.

Outreach Training, Private

Eight seats in a private distance course for the Outreach module. Learn to manage items in the library's collection

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Component Descriptions

available to patrons who cannot make use of the traditional circulation services. Participants will learn how to select materials and deliver/ship items to outreach patrons. By the end of the class, the participant will be able to:

- Create, display, edit, and remove outreach user records
- Create, edit, and remove outreach interest templates
- Create, display, modify, and remove outreach history information
- Produce reports that count and list outreach user records, set delivery and skip dates, print pickup and delivery slips, and purge specified outreach users, users history information, or users logs
- Navigate and retrieve appropriate topics from the WorkFlows online help file."

BLUEcloud Analytics - Admin Training, Private

Eight seats in a private distance instructor-led course for BLUEcloud Analytics Admin.

BLUEcloud Analytics - Reports Training, Private

Eight seats in a private distance instructor-led course for BLUEcloud Analytics Reports.

eResource Central Training, Private

Eight seats in a Private distance instructor-led course for eResource Central.

OPAC Training Package, Group

One seat in three distance hands-on lab classes covering : 1)Working with Images, Labels, and Messages, 2)Working with Environment Variables, and 3)Configuring Gateway Elements"

Onsite Core Training

Three days of Onsite training (for up to ten participants in each session) about Essential Skills, Circulation, Cataloguing, and Reports.

Onsite Acquisitions and Serials Training

Three days of Onsite training (for up to ten participants in each session) about the Acquisitions and Serials modules. Learn to utilize the primary functions within the Acquisitions toolbar (including creating funds, vendors, orders, receiving and processing orders, invoicing, and using acquisitions reports) and the features within the Serials toolbar (including creating serial control records with predictions, checking serials in, claiming, as well as configuring the settings for Serials and running necessary reports).

Platinum Services

The next level of service. A comprehensive suite of services and extended support to ensure libraries get the same first-class service they offer to communities.

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Component Descriptions

Platinum Premier

20% off ALL qualifying future services purchases

Training

- Unlimited access to online **eLearning training** courses for 50 users
- Web access to **customizable electronic training documentation**
- Five distance group **training or consulting courses**

Best Practices and Custom Consulting

- **Annual review** and account planning
- **20 custom consulting hours:** custom reports, global database changes, data transfers, portal customizations or integration with other software products
- SureSailing monthly - **Regularly scheduled two hour calls with a senior consultant** to review best practices, report setup and configuration, system administration, planning for upgrades and enhancements, and answer general questions
- **Enterprise Q and A** - monthly call with a senior consultant to review Enterprise
- **API subscription** and access to API trainings
- **Web Services SDK** for Library's internal use

Customer Service and Support

- **Dedicated Phone number**
- **Weekend and evening** upgrade support
- **Priority** call handling and resolution
- Remote **mobile device diagnostics** and support

Data Enhancement Services

- Quarterly **Authority Processing** update (initial Authority Processing required before service can be scheduled)
- **MARC records subscription** with full SmartSOURCE service
- **Annual Bibliographic Analysis** to provide a series of reports on the content of the bibliographic database for quality control

Enterprise

SaaS Enterprise Annual Subscription

SirsiDynix Enterprise is a state-of-the-art faceted search solution that empowers libraries to make their collections more searchable and discoverable than ever before. Capitalizing on fuzzy search logic technology never before available to libraries, SirsiDynix Enterprise delivers leading-edge faceted search capabilities, simplified search interfaces, and much more.

Enterprise Software Installation

Includes installation of Enterprise in SirsiDynix SaaS facility, installation of Enterprise Agent on a Horizon or SirsiDynix Symphony ILS and installation/configuration of the appropriate Java Development (JDK). In addition; it includes the installation of Web Services for sites using SirsiDynix Symphony.

Enterprise SureStart-3

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

Theme Customization

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Component Descriptions

Working with a SirsiDynix Consultant, theme customization addresses changing the look and feel of the product like colors, adding graphics, and using CSS to edit fonts and page layouts. This custom work is guaranteed to work on the version of Enterprise currently installed on the customer's system. SirsiDynix cannot guarantee compatibility with future releases. Updating custom work to be compatible with a later release will attract additional fees.

Enterprise - End User Training, Group

One seat in a group distance instructor-led course for Enterprise End User training. This class focuses on performing searches and maneuvering through the end-user interface. You will learn how to use the facets and different search types. By the end of the class you should know how to: - Use Did you mean? and other search suggestions - Limit search results by item library, item type, or other search facets - Utilize email and print options - Check item availability as well as place hold requests - Write a patron review"

Enterprise - Administration Training, Group, Hands-On Lab

One seat in a group distance hands-on lab course for Enterprise Administration. This class focuses on the policies found in the Enterprise admin module. You will learn how to display, create, modify and remove policies, as well as work with user accounts and scheduled tasks. By the end of the course you will know how to: #Create Enterprise admin user accounts #Manage search profiles and search result displays #Look up and blacklist search suggestions #Crawl website information for use in result lists #Dictate scheduled tasks for indexing ILS data"

Enterprise eLearning, 1 Year, Self-paced Training

This training provides one staff member with one year of unlimited access to the recorded sessions and web-based trainings (WBT) that we offer in SirsiDynix Mentor for SirsiDynix Enterprise and/or SirsiDynix Portfolio (does not include instructor-led classes). This option is a great value to introduce or review specific topics in SirsiDynix Enterprise. Topics currently include Enterprise Admin Overview, Book Lists, Search Targets, and Theme Customization.

Enterprise - Rooms Content Management Training, Group, Hands-On Lab

One seat in a group distance hands-on lab course for Enterprise: Rooms Content Management. This class focuses on the rooms management and content creation capabilities in the Enterprise admin module. You will learn how to manage rooms, edit room properties, and edit and create content for a room. By the end of the course you will know how to: #Create new rooms and Edit existing rooms #Hide and display rooms #Manage the availability of rooms to a Profile #Understand and edit room properties including choosing layouts #Select Search Targets and Search Limits for a room #Edit and create content for a room #Detach and attach rooms and branches"

SirsiDynix Enterprise Project Management

Project Management Services for the implementation of SirsiDynix Enterprise

Other Services

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Component Descriptions

Installation:

Project Management

Project Management - Level 1 Services

Includes Coordination, Scheduling, and follow-up of Additional Purchased Project Services

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Terms and Conditions

Other Terms

SirsiDynix SaaS Services are based upon annual circulation and Staff Users. You may use the SaaS Services for up to 3,730,000 annually circulated items and up to 250 Staff Users; an increase in either circulation or Staff Users requires additional licensing fees.

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

Payment Terms

Customer will be invoiced 10% of the total Year 1 value on signing, 20% of the total Year 1 value upon completion of data migration, and then the remaining 70% on Go Live.

Any discounts that may be listed on this Quote will be applied to the final invoice.

Unless otherwise specifically stated in writing, Products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

This document is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties.

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Quote for Lincoln City Libraries

Reference number 73488

Terms and Conditions

Customer Signature:

Lincoln City Libraries

By: _____
(Authorized Signature)

Name: _____
(Printed)

Job Title: _____

Date: _____

Billing Address:

**Lincoln City Libraries
136 South 14th Street
Lincoln
Nebraska 68508
United States**

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