

MASTER AGREEMENT BETWEEN GRANTSVILLE PUBLIC LIBRARY AND SIRSIDYNIX

1. PURPOSE AND SCOPE

1.1 Parties. 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").

1.2 Included Documents. The following are Included Documents:

Quote # 55733

This Master Agreement shall fully incorporate by reference the terms and conditions found in the Included Documents. This Master Agreement shall also incorporate by reference the future purchase of any Product by Customer as a result of any Quote, invoice or purchase order.

1.3 Product, Price and Other Terms. The terms for the purchase of a specific Product, such as the Product description, the price and the term are set forth in the Quote.

1.4 Effective Date. The Effective Date of this Master Agreement shall be as defined in Exhibit A.

1.5 Purchase of Products. Customer desires to purchase Products from SirsiDynix as set forth in the Quote. Such purchase and future purchases of Products by Customer shall be governed by this Master Agreement. 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 for Products purchased by Customer.

1.6 EULAs. Customer's use of any Third Party Software licensed hereunder or incorporated in the Products shall be subject to, and Customer shall sign and comply with, any applicable EULAs. To the extent any terms and conditions of this Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control. 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. Customer shall use the Third Party Software solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Software than it has to the SirsiDynix Software. Customer's sole remedy with respect to such Third Party Software shall be pursuant to the original licensor's warranty, if any, to SirsiDynix, to the extent permitted by the original licensor. Third Party Software is made available by SirsiDynix on an "AS IS, AS AVAILABLE" BASIS.

2. LICENSE, GRANT OF USE AND/OR 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, whether purchased under the Quote referenced in Section 1.2 or by a future purchase incorporated into this Master Agreement. The provisions of

this Section 2 apply only to the extent relevant to the Products actually purchased by Customer.

2.2.1 Software License. For Software purchased by Customer, SirsiDynix hereby grants to Customer a limited, non-exclusive, non-transferable and perpetual license to (i) install, run and use the Software in the Operating Environment solely for Customer's own business operations, and (ii) use the Documentation in connection with such use of the Software. Customer may not make additional 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

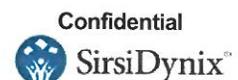
request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform migration. **2.2.3** SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software will operate in all material respects in conformity with the Documentation so long as Customer has incorporated all Updates to the SirsiDynix Software that SirsiDynix has made available to Customer and the Software is operated in the Operating Environment. SirsiDynix warrants that it is an authorized distributor of the Third Party Software and that with the execution of this Schedule and the applicable EULA, Customer will have the right to use such Software in accordance with the terms and conditions of the applicable EULA. SirsiDynix makes no other warranty with respect to any Third Party Software.

2.3.1 Subscription Grant of Use. For Subscriptions purchased by Customer, SirsiDynix grants to Customer the right to access and use the Subscription solely for Customer's business purposes for the Term. **2.3.2** The Term for Subscriptions commences on the Go Live Date. Subscriptions shall automatically renew for the same length as the initial Term unless Customer gives written notice 60 days prior to the end of any previous Term of its intention to terminate the Subscription. **2.3.3** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.4** 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. **2.3.5** 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; or (d) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. **2.3.6**

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payable for Software, Subscriptions 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.

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 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 disclosing party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (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 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 or SirsiDynix Subscriptions (excluding Content and Third Party Software) 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 SirsiDynix Subscription or used a release other than a current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of a current unaltered release of the SirsiDynix Software, (ii) Third Party Software and/or Content, or (iii) the combination, operation or use of the SirsiDynix

Software or SirsiDynix Subscriptions with software or data not provided under the Master Agreement. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software or SirsiDynix Subscriptions 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 Product; (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 Product. 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; or (ii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the 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. REMEDIES.

7.1 If a SirsiDynix Product does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Product and Customer will be entitled to an equitable adjustment in the fees paid for the affected Product 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 Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the Products by anyone other than SirsiDynix; (ii) the combination, operation or use of the Products with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected versions of the Products made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the SirsiDynix Product operating procedures described in the Documentation.

8. LIMITATION OF LIABILITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE 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

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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.

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

9. TERM AND TERMINATION

9.1 Term. Subject to Section 10.11 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the termination of all obligations of either party for all Products purchased, unless otherwise terminated earlier as provided hereunder.

9.2.1 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 any EULAs, 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 Agreement, the non-breaching party may at its discretion terminate the Agreement in whole or part. **9.2.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Software, Documentation and Confidential Information and acknowledges that its rights to use the same are relinquished. **9.2.3 Fees.** Customer acknowledges that, based on Customer's willingness to enter into this Agreement for the term specified in the Quote, SirsiDynix has provided Customer with 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, as identified in the Quote for the initial Term or renewal Term(s) (each referred to individually as a "Term"), based on the length of the Term. Customer therefore agrees that it is reasonable for Customer to pay a fee to SirsiDynix in the event of early termination by Customer, other than due to breach by SirsiDynix, which becomes effective upon any date prior to the end of the last year of the then-current Term. Such fee shall be equal to 50% of the remaining value of the then-current Term of the Services. Customer agrees that damages suffered by SirsiDynix in the event of 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 early termination. Customer shall notify SirsiDynix in writing of its intent to terminate not less than ninety (90) 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.

9.2.4 Non-Appropriation of Funds. If for any given fiscal year the library loses all funding, the Agreement will be suspended at no penalty to Customer, upon SirsiDynix's receipt of written notice ninety (90) days prior to the renewal period. Such notice will not relieve Customer of payments then owing. Customer shall not purchase similar materials, supplies, services, or items of equipment during the anticipated life of the

terminated Agreement without notification to SirsiDynix and reinstatement of the terminated Agreement.

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

10.5 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.

10.6 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.

10.7 Compliance. During the term of this Master Agreement 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 with the Master Agreement, 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 Software, Maintenance, Subscription and interest fees related to usage in excess of the License Metrics.

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10.8 Notices. Any notice required or permitted to be sent under the 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 Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.9 Relationship. The 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.

10.10 Invalidity. If any provision of the 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.

10.11 Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.8, 2.9, 2.10, 2.12, 3, 4, 6, 8, 9, and 10.

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

10.13 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, with the exception of unpaid invoices under prior contracts between the parties, which outstanding balances continue to be owed in addition to, and notwithstanding clause 10.13. 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 Agreement will be binding unless in writing and signed by an authorized representative of each party.

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

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

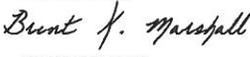
10.16 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"),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

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

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

10.19 Attorney's Fees. In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

END OF MASTER AGREEMENT

<p>Grantsville Public Library 429 East Main Street Grantsville, Utah 84029-9621</p>	<p>SirsiDynix SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Ste 500 Lehi, UT 84043</p>
<p>DocuSigned by:  Sign: <u>17440B2FE1804F0</u></p>	<p>DocuSigned by:  Sign: <u>58B9C8B804F2455</u></p>
<p>Print Name: <u>Brent K. Marshall</u></p>	<p>Print Name: <u>William Davison Jr.</u></p>
<p>Title: <u>Mayor of Grantsville City</u></p>	<p>Title: <u>CEO</u></p>
<p>Date: <u>Jan-18-2013 13:38 PT</u></p>	<p>Date: <u>Jan-18-2013 14:58 MT</u></p>

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Exhibit A - DEFINITIONS

“Circulation” means any transaction involving any one of the following using either physical or electronic 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 the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, 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” of this agreement shall be the date of the last signature below. Notwithstanding the above, the Effective Date for any specific Product purchased shall be the date on which the Customer signs the Quote for such Product.

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

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

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

“Included Documents” means those documents in Section 1.2.

“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.

“License Metrics” means the limitation on the usage of each of the Product as designated in the applicable Quote such as Titles, Circulation, Users, students, seats, and reports.

“Maintenance” means the technical support and 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. With respect to hardware maintenance, maintenance means the technical support for such hardware. A current version of such Support Policies can be found under “SirsiDynix Support Policies” (Document ID 93471) 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.

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

“Protected Materials” means Software, Services, Subscriptions or SirsiDynix’s or its licensors’ Intellectual Property or Confidential Information.

“Quote” means the Quote in the Included Documents and/or future Quotes or similar document executed by the Customer, which contains Customer’s order specific information, including but not limited to description of the Products ordered, License Metrics and associated fees and payment terms.

“Services” means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; (ii) Maintenance, and (iii) Platinum Services.

“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 any product sold on a subscription basis including but not limited to cloud services and web access to Content.

“Term” means, with respect to specific Products, the time period for which the Customer has committed to such Products as set forth in the Quote. With respect to the term of the Master Agreement, “Term” has the meaning set forth in Section 9.1.

“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 Software” means software including documentation and updates, owned by an entity other than SirsiDynix which are to be provided to Customer by SirsiDynix pursuant to the terms of the EULA.

“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 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:

Jan-18-2013 | 13:38 PT



Quote for:

Grantsville Public Library

Symphony SaaS - Grantsville

Prepared by:

Garrett Bull
Inside Sales Representative
SirsiDynix

Quote Date: October 10, 2012

Quote Valid Until: March 31, 2013

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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Quote Information

General

Discounts in quote require the signature of a 7-year long-term agreement with SirsiDynix.

After the first year of service, library may provide written notification to SirsiDynix by either mail or email if they wish to remove the Enriched Content service from their SirsiDynix maintenance at no additional fee or charge.

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Purchase Details (Extended)

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

Component	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
SirsiDynix Small Library Package SaaS subscription	4,999	5,000	5,150	5,300	5,460	5,630	5,800
Services	19,370	-	-	-	-	-	-
Enriched Content	1,030	1,030	1,060	1,090	1,130	1,160	1,190
Discount	(5,400)	-	-	-	-	-	-
Total	19,999	6,030	6,210	6,390	6,590	6,790	6,990

Initial Term of SaaS Services: Seven (7) Years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 0% in the first and second year and thereafter the greater of 3% or CPI annual price increase cap until Term renewal

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

The above Price Increase Cap covers maintenance and subscriptions to all Customer's current Products, specifically excluding third party Products. Third party Product fees may increase more than the above Price Increase Cap at the discretion of the third party, and such fees shall be increased accordingly by SirsiDynix.

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.

For budgetary reference, current pricing of a license expansion from 50,000 annually circulated items to 60,000 annually circulated items would cost \$1,830 in year 1 and an ongoing cost of \$300 starting in year 2. This pricing is based on multiple factors and SirsiDynix reserves the right to change future pricing.

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Detailed Pricing

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

Component	Price
SirsiDynix Small Library Package SaaS subscription	
SaaS Core Software for Small Library Package	4,999
Services	
Data Migration	5,250
Installation	3,630
Consulting	7,860
Training	2,630
Total Services	19,370
Enriched Content	
Enriched Content Basic Package	1,030
Total Enriched Content	1,030
Discount	
Customer Loyalty Services Discount	(5,400)
Total Discount	(5,400)
QUOTE TOTAL	19,999

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

SirsiDynix Small Library Package SaaS subscription

SaaS Core Software for Small Library Package

SirsiDynix Small Library Package Core includes Cataloging, Circulation, and Public Access modules. Additional functions include: a Z39.50 server, Backup Circulation, and Reports. SirsiDynix Small Library Package 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 Small Library Package complies with Z39.50 Level Three (client and server), provides broadcast searching as a standard, and complies with Bath Profile Level One.

Services

Data Migration:

Small Library Package – Data Services Migration Package

Data services for the Small Library Package include the loading of Authority, Bibliographic, Item and Patron records into the library's new system. The customer's items and patrons data will be assigned policy values from a list of standard delivered policies. Bibliographic and item data must be supplied to SirsiDynix in MARC21 format with the items embedded in the bibliographic records. Patron records must be supplied to SirsiDynix in a separate documented delimited or fixed length ASCII file. Items may be supplied in a separate documented delimited or fixed length ASCII file. If items are supplied in a separated file, a linking number must exist in the item file and a single MARC tag of the bibliographic record. The library will be allowed to add five custom item types, home locations, item category 1-2, user profiles and user category 1-5 during the implementation of the system. The library's bibliographic data will be compared to the Library of Congress authority database in order to add cross reference searching to the new system. In addition, Accelerated Reading information will be added to the library's bibliographic data for improved searching. This package is limited to a single library system and does not include bills, charges, holds, serials and acquisition data.

Installation:

Product Delivery

Small Library Package – Product Delivery Implementation Package

Product Delivery for the Small Library Package includes the installation and configuration of the Small Library Package in our SaaS facility. The installation will include E-Library as the delivered OPAC.

Product Delivery - Enriched Content Element Installation

Product Delivery - Enriched Content Code Installation

Project Management

Project Management for Small Library Package

Project Management Service for an ILS Migration as defined in the Small Library Package(SLP). Project Management Service includes a project management resource who will coordinate the activities of the project as scoped in the SLP definition and who will provide the following during the active implementation of the project: act as the primary SirsiDynix contact; Coordinate the creation of the project schedule; Communicate the project status weekly with the customer; coordinate the assignment of SirsiDynix resources; transition the customer to client care once the ILS 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.

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Component Descriptions

Consulting:

Core Implementation for Small Library Package

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 sessions, a SirsiDynix consultant will work with the library project team to profile the system to match your 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.

SureStart-3

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

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:

Private Distance Training for Small Library Package

Through private distance training with an Instructor you will learn the Fundamentals of Circulation, Cataloging, as well as System Administration including Reports. The training package also includes self-paced classes to be used as pre-requisites as well as refresher training. Eight seats are available.

Enriched Content

Enriched Content Basic Package

Price is Per Circ. Enrichment Elements include: Tables of Contents, Summaries, First Chapters/Excerpts, Cover Images, Booklist, Author Notes, and reviews from Publisher's Weekly, Library Journal, School Library Journal, Choice.

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Terms and Conditions

Other Terms

SirsiDynix software is licensed based upon annual circulation. You are licensed for up to 50,000 annually circulated items; an increase in circulation beyond the number noted requires additional license fees.

SirsiDynix SaaS Services are based on the number of Staff Users. You may use the SaaS Services for up to 5 Staff Users; an increase in the number of Staff Users requires additional licensing fees.

Enriched Content is based upon annual circulation. You are licensed for up to 50,000 annually circulated items; an increase requires additional licenses.

Payment Terms

Third Party Products/Software license fees

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

Subscriptions fees

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

Services/Training

- 50% due upon completion of first data test load, where a test load is part of the services
- 100% of the remainder due upon completion of services/training

SaaS, New Customers

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

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

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

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

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

This quote is hereby fully incorporated into the Master Agreement

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Terms and Conditions

Customer Signature:

Grantsville Public Library

By:

DocuSigned by:
Brent K. Marshall
17440B2FE1804E0

(Authorized Signature)

Printed Name:

Brent K. Marshall

Title:

Mayor of Grantsville City

Date:

Jan-18-2013 | 13:38 PT

Billing Address:

Grantsville Public Library
429 East Main Street
Grantsville
Utah 84029-9621

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