




Innovative Interfaces Incorporated ("Clarivate")

789 E. Eisenhower Parkway
Ann Arbor, MI 48108

Order Form Date: April 21, 2025

By signing this Order Form ("Order") you agree to order the Services and /or license the Products subject to the Agreement described below and you certify that you are authorized to enter into this Agreement on behalf of the Client effective as of the date of the last signature below.

Client:	PrairieCat		
Authorization by Client:		Authorization by:	Innovative Interfaces Incorporated
Signature:	_____	Signature:	
	Duly Authorized Signature		
Name:	_____	Name:	Tim McGee
Title:	_____	Title:	VP, Sales Operations
Date Signed:		Date Signed:	April 21, 2025

Q-00760778

Products (Annually Recurring):

Name	Description	Start Date	Contract Term (months)
Innovative Mobile Consortia / Self Check Out	Bundle - Innovative Mobile Consortia / Self Check Out Innovative Mobile Consortia / Self Check Out	7/1/2025	24
Innovative Mobile Consortia Template Add-On	Bundle - Innovative Mobile Consortia Template Add-On Innovative Mobile Consortia Template Add-On	7/1/2025	24
Total Price for Year 1 (12 months): \$31,725.00 USD			

Services (One Time):

Name	Description
Innovative Mobile w/ Self Check Out implementation consortia	Innovative Mobile w/ Self Check Out implementation consortia
consortia (Subs Service)	Innovative Mobile w/ Self Check Out implementation consortia
Innovative Mobile Consortia Templates Implementation (Subs Service)	Innovative Mobile Consortia Templates Implementation
Total Price: 15,000.00 USD	

- Start Date for new product(s) being purchased will commence following implementation.
- See Statement of Work attached for Services Orders.
- Payment terms are Net 30. If applicable, fees will be co-termed to align your billing to the same term.

Renewal Term:

For annually recurring products it will auto renew for consecutive 12-month terms following the expiration of the overall contract term as set out above ("Initial Term") unless either party provides at least ninety (90) days' notice of nonrenewal before the end of the then current term. During Initial Term, subscription rates can be increased by 2%. During any renewal terms, subscription rates may be increased by up to 5%.

Product Terms:

GOVERNING LAW & JURISDICTION State of Delaware

GOVERNING TERMS: The products and services set forth herein are governed by the terms found at <https://clarivate.com/terms-of-business> for:

- The Clarivate Terms;
- The Product/Service Terms for Innovative; and
- If applicable, the Innovative Subscription and Perpetual Software Subscriptions Operational Terms

Additional Information:

Includes up to 60 templates for member libraries.

Adding more templates in the future will be a \$225 annual license per library template.

Taxes: Except to the extent that you are tax-exempt as to the tax in question, Client will pay all sales, use and other taxes imposed by any applicable laws and regulations as a result of the payments under this agreement, including but not limited to: Canadian Goods and Services Tax ("GST"), Canadian Harmonized Sales Tax ("HST"), Canadian Provincial Sales Tax ("PST") and/or other transaction tax (Collectively "Excise Tax"). When applicable, these tax amounts will be reflected on invoices to Client.

Legal Notice Information

Client Entity: PrairieCat

Client Legal Address: 220 W 23rd Ave Coal Valley IL United States 61240-9624

Billing Information: Please review your billing address to ensure its accuracy.	Shipping Information: Please confirm the shipping address is accurate.
PrairieCat 220 W 23rd Ave Coal Valley IL United States 61240-9624	PrairieCat 220 W 23rd Ave Coal Valley IL United States 61240-9624
<u>Electronic Invoice Recipient(s):</u>	<u>Electronic Renewal Recipient(s):</u>
<i>If your subscribing institution requires the use of Purchase Orders, please indicate below.</i> Purchase Order # Billing Information Notes	Tax Registration Number # If tax exempt, please include copy of supporting documentation with signed agreement or email a copy to tax.certificates@clarivate.com
<i>Invoices will be emailed to the bill to-contact and renewals will be emailed to the ship-to-contact. If your institution is unable to accept electronic invoices, please check this box: <input type="checkbox"/></i>	

Statement of Work

This Statement of Work (the “SOW”) dated April 21, 2025, is entered into pursuant to the Order Form between PrairieCat (“Client”) and Innovative Interfaces Incorporated (“Innovative”) effective as of April 21, 2025 (the “Agreement”). Innovative and Client may each be referred to as “Party” from time to time or collectively as “Parties”.

A. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and fees to complete the engagement based on Innovative’s prior experience with similar projects and preliminary discussions with Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high-level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

B. Project Scope of Services

The Scope of the project includes the following set of professional services:

1. *Innovative Mobile App Implementation*

Innovative Services Team (“Services Team”) will work with the Client to configure, install, and test a customized Innovative Mobile application (“App”) for the Client.

NOTE: Some services specified in this Statement of Work will be performed by third party vendor Solus (“Solus”), including creation of customized App for Client, and publishing of App to specified online app stores.

Specified work includes:

- a. Project management
- b. Project kickoff between Services Team and Client
- c. Creation and configuration of Client instance on Innovative Mobile Content Management System (“CMS”) for a single production environment
- d. Custom App development
- e. Publishing of App to Apple and/or Google app stores
- f. Liaison with Solus
- g. Post-implementation testing
- h. Remediation of post-implementation issues found during testing

Services Team will work with the Client to deliver self-check functionality as specified in the Contract.

Specified work includes:

- a. Configuration of Innovative Mobile Content Management System to enable self-checkout



Services Team will work with the Client to deliver and configure Consortial Templates as specified in the Contract.

Specified work includes:

- a. Profiling of Consortial Templates, with the assistance of the Client
- b. Configuration of Innovative Mobile Content Management System to enable Consortial Templates
- c. Delivery to Client
- d. Remediation of issues as reported by the Client

C. Services Team

The Services Team will have the following resources available for this project:

1. Project Manager: Responsible for coordination of schedule and App delivery with the Client, consultation on App configuration requirements, and consultation on available App customization, and liaison with third party vendor Solus as necessary.
2. System Engineer: Responsible for creation of Client configuration in the Innovative Mobile Content Management System (CMS), and configuration of the ILS as required.

D. Client Implementation Team

1. Technical Lead: Will be responsible for assisting with Client responsibilities related to the installation and any other system level duties required by Client, and coordinating/providing all Client responsibilities identified in Implementation Assumptions.

E. Implementation Assumptions

1. Client will have adequate resources available to ensure timely completion of any Client tasks outlined in the project schedule.
2. Timeline for the completion of this project will be established, through joint planning conversations between the Client and Innovative during the initial stage of the project.
3. Client shall be responsible for:
 - a. Participating in project kickoff, and assisting in establishing project schedule
 - b. Providing images for App customization
 - c. Applying for Apple Developer account, and providing app publishing credentials to Innovative Services team
 - d. Providing Services Team with required profile and configuration information, in an App configuration questionnaire and App configuration spreadsheet to be provided by Services Team.
 - e. Testing App download from Apple and Google app stores, and testing App for proper appearance, functionality, and configuration
 - f. Providing Services Team with required information on Client's barcode symbologies, necessary for configuration of Barcode Selfcheck in the App
4. Client must establish an Apple Developer Program account in order for Innovative to publish app to Apple store. This account will be used by Innovative for publishing the Client's iOS app to the Apple store. This account must be maintained throughout the



- duration of the Client's Innovative Mobile contract. If Client does not establish an Apple Developer Program account, Innovative will no longer be responsible for publishing the app to the Apple store.
5. Client Implementation will be determined to be live upon the earlier of acceptance or 2 weeks of the app in the test flight environment.

F. Fees and Payment Terms

Fees for Services delivered under this SOW will be charged on a fixed price basis as set forth in the attached Order Form herewith and are made in good faith based on the activities, approach, and assumptions contained within the SOW. Payment terms for this SOW are as set forth in the Agreement. Any additional Change Requests will be performed at a blended rate of \$200 per hour for all resources. Additionally, Client is responsible for all reasonable out-of-pocket costs and expenses incurred during this SOW. Pricing assumes that deliverables in this Statement of Work are completed within six months or additional Services fees will apply.