



**PrairieCat Finance Committee  
Agenda  
Thursday, February 17, 2022  
2:00 p. m. – 3:00 p.m.**

The committee will meet virtually due to the coronavirus pandemic in accordance with rules and procedures contained in section 7(e) of the OMA as (1) there is a state-issued disaster declaration related to public health concerns in place over all or part of the jurisdiction of the public body; (2) the head of the public body determines that an in-person meeting is not practical or prudent because of the disaster

**PUBLIC COMMENT:** Members of the public will be able to chat or speak during the virtual Zoom meeting during the public comment. Public comments may be submitted via email to [Carolyn.Coulter@railslibraries.info](mailto:Carolyn.Coulter@railslibraries.info) at least two hours before the meeting.

Attendees register using the Zoom link:

<https://railslibraries.zoom.us/meeting/register/tJErf-6urTgpH9acUUvA01wRN3oQUi3Q0PuC>

1. Call to Order, introductions
2. Introduction of Guests and Public Comment
3. Approve minutes of December 16, 2021 meeting
4. Review and discussion, New Innovative Contract
5. Review and discussion, FY23 draft budget
6. Adjournment

Next meeting: March 17, 2022, 10:00 – 12:00am, location TBD or online via Zoom.



**PrairieCat Finance Committee  
Minutes  
Thursday, December 16, 2021  
2:00 p. m. – 3:00 p.m.**

The committee met virtually due to the coronavirus pandemic in accordance with rules and procedures contained in section 7(e) of the OMA as (1) there is a state-issued disaster declaration related to public health concerns in place over all or part of the jurisdiction of the public body; (2) the head of the public body determines that an in-person meeting is not practical or prudent because of the disaster

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Attendees register using the Zoom link:  
<https://railslibraries.zoom.us/meeting/register/tJIod-ygpzooHtbuPqaRrFiLjVZY4YfGaiz>

1. Call to Order, introductions  
Present via Zoom: Angela Campbell (RP), Carolyn Coulter (PrairieCat), Chelsey DeSplinter (PrairieCat), Michael Skwara (HC), Bryon Lear (MX), Lauren Offerman (TC), Nick Weber (WO)  
  
Absent: Jay Kalman (UE), Elizabeth Smith (PrairieCat), Victoria Blackmer (Chair-CV), Laura Watson (HC), Penny Bryant (PT), Maria Meachum (WL)  
  
Coulter (PrairieCat) called the meeting to order at 2:07 pm
2. Introduction of Guests and Public Comment  
There were no guests or public comments.
3. Approve minutes of September 16, 2021 meeting  
Quorum was not met. Minutes will be approved at the March 17, 2022 meeting.

4. Review and discussion, New Innovative Contract  
Coulter (PrairieCat) stated that this contract is still going between the lawyers. Coulter had a discussion with Innovative about inserting a clause in the contract that says PrairieCat will not have to pay for Encore hosting after Vega goes live. Right now, Encore hosting costs are listed in the costs for the new contract. Coulter is also working to get a credit for Encore itself.
5. Review and discussion, FY23 draft budget  
Coulter (PrairieCat) discussed the FY23 budget, stating that the majority of the budget remains the same. The final RAILS grant number has been added. FY23 budget needs to allocate money for moving the in-kind services away from RAILS that they will be charging us for in FY24, specifically moving IT and leaving the Bolingbrook building. We plan to keep the Coal Valley office, so we have a physical address and because it houses all our files, copier and printers. It is also a much more reasonable cost compared to the Bolingbrook office.

Coulter suggested charging some of the increases for computers and software upgrade to Capital Reserves. We are taking the cost of Vega out of Capital Reserves as well. Doing this would allow us to lower the overall percentile increase in the budget which is currently at 5%. Lear (MX) asked how much the overall increase would be lessened if we did take some of those costs out of Capital Reserves? Coulter edited the numbers and gave an estimate of 2.16% of increase. This way we wouldn't take such a hit in the fees. Weber (WO) said the lower percentile increase would be easier to sell to the membership. Offerman (TC) stated she agrees it makes sense to play with the numbers a little bit so our membership doesn't take such a hit. Weber suggested smoothing out the numbers so that the increase can even out between the years. Campbell (RP) asked if it would make sense to decrease the amount of money we put into Capital Reserves for FY23. Coulter stated that is an option we could do as well. Campbell said she is not opposed to the 5% increase because inflation has increased that much so this would be the year PrairieCat could justify that large of an increase. Coulter will send out a few scenarios for the Committee to review.

6. Discussion, Find More Illinois expansion plan and ramifications to future budget  
Coulter (PrairieCat) explained that RAILS has been developing a plan to expand the Find More Illinois ILL tool that they implemented a few years ago. Their plan concentrates on several principal elements: expanding usage, creating connectivity with other AutoGraphics systems to provide out-of-state ILL options, and incorporating other sources of MARC records to serve as a record source for member libraries. Moving from OCLC to FMI would be a significant cost savings. Since we would have over a year to accomplish this migration before we would have to pay into FMI, it may be a good idea to recommend that Delegates consider this, keeping in

mind that we need to be patient while some elements of the FMI expansion are in development.

Offerman (TC) asked if FMI would be a requirement instead of OCLC? Coulter responded that yes, it would be a requirement, but it's possible, with such a low cost, that PrairieCat would be able to cover the cost for the membership. Coulter does not see OCLC as sustainable as we increase our membership. For example, smaller libraries are cost for OCLC almost wash out what we are charging them for their PrairieCat fees. Campbell (RP) wondered if this could be brought to the MARC Cataloging Committee as there could be concern with the smaller pool of bibliographic records available. Another concern is that this could be RAILS way out of delivery. Coulter stated that this does not seem to have anything to do with delivery. Campbell said it does if you hook to other catalogs because they won't be mailed. Coulter said that's true. RAILS would have to figure out how they would get it from MOBIUS. Campbell said, with River Share, they used a third-party delivery service that was unreliable and damaged items in transport. Lear (MX) agreed that there were several delivery issues with River Share. Coulter stated she is unaware of RAILS considering outsourcing delivery. She will also ask about delivery and how RAILS plans to do the hand off of materials. Coulter's concern is needing the OCLC records/reliable and good bibliographic records.

## 7. Adjournment

Next meeting: March 17, 2022, 10:00 – 12:00am, location TBD or online via Zoom.



**To: Finance Committee**

**From: Carolyn Coulter, Director**

**Subject: Innovative contract renewal**

Below is the Innovative Contract with redlines from both our lawyer and Innovative's contract team. There are three principal issues that I would like to discuss. These issues were discussed at the Administrative Council on 2/4/2022, however I would like the Finance committee to weigh in and make sure we agree as well. If there are concerns, we can take them back to the Administrative Council at their next meeting.

1. Evergreen clause (p. 11):

The language reads:

***1. Term. Subject to the early termination provisions set forth in the GTCs, this Agreement will be effective for an initial term of five (5) years following the Effective Date (the "Initial Term"). This Agreement will be renew for additional one (1) year terms upon written agreement by the parties (each, a "Renewal Term" and, together with the Initial Term, the "Term "), unless either party gives the other not less than ninety (90) days' prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term. Innovative will have the right to increase rates hereunder by 2% over the previous year.***

Our lawyer's comments:

***I generally don't like evergreen clauses because under this clause, PrairieCat would have to notify the vendor, in writing, that you did not want to renew the contract at least 90 days prior to the expiration of the current term. If PrairieCat did not comply with the notice requirement, the contract would then automatically renew. Why would vendors incorporate such a clause into its contract? The argument is that an automatic renewal clause provides ease of continued business relations without the need to renegotiate contract terms. Vendors describe an automatic renewal as a "customer convenience." They argue that it prevents service lapses and eliminates an administrative burden for you. Vendors also want them because they almost always get an automatically extended stream of revenue. The unmentioned risk is that you might be paying for a service you no longer need. Although it is not uncommon for contracts to be automatically renewed once or even twice, for the cycle to continue in perpetuity is not likely to be in the best interests of PrairieCat. Automatic renewals pre-empt making choices. You should have the right to renew -- but not the unexpected obligation to do so If you wanted to move forward with the evergreen clause you can***

*“calendar” the specific date or time period in which you would need to provide notice that you will not be renewing the contract. But given this is a 5 year initial term, I’m not sure that is practical. I can live with it if you are ok with it. I just hope someone remembers to provide the notice 5 years from now if PrairieCat does not want to renew.*

Innovative’s comments:

***Please reconsider this request. The auto-renewal is in your best interest. If it's not there, and we get caught in negotiations on something, we could be in a situation where we have to cut it off - which we never want to do (and our customers usually don't want us to either). Besides downtime, this could cause significant price changes. You've negotiated an annual increase rate that is below the Consumer Price Index. If we have to re-license and re-install all of this it would cost Prairie Cat significantly. This is a protection for you that we don't recommend you remove.***

Administrative Council agreed to allow this clause to stand, as it is assumed that we would have know well in advance of 90 days if we intend to move off of Sierra, and we should reasonably expect to meet the 90 day window if so. If something catastrophic did occur and we did not negotiate new terms with Innovative, the current terms of this 5 year contract would stand for the next year. This would preclude Innovative’s ability to raise our costs exorbitantly if they so choose.

2. Client responsibility for authorized use of software and data 12 13 :

The language reads:

***Client will be responsible for its Authorized Users' compliance with the terms hereof. Without limiting the foregoing, Client agrees that it and its Authorized Users will: (i) comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and (ii) not use the Software for illegal purposes. (p. 12)***

***To the extent that applicable law requires any permissions or authorizations to have been obtained prior to submission of Client Data to Innovative (including without limitation from individuals to whom the data pertains), Client warrants and covenants that it (and its Authorized Users, as applicable) will have first obtained the same permissions or authorizations prior to transmitting such data to Innovative. Client will defend, indemnify and hold harmless Innovative in the event of any third-party claim arising from a breach of the aforesaid warranty and covenant. (p. 13)***

Our lawyer’s comments:

***I think this should be stricken but Innovative will not agree to it.***

The IGA signed by all PrairieCat member states:

**6. Obligations/Duties of Members. The obligations and duties of Members are as follows:**

**A. To comply with such other reasonable rules and regulations, including but not limited to the Bylaws, as amended, as may be established by PRAIRIECAT for the administration of the Agreement and ILS as well as all policies of PRAIRIECAT, as amended.**

...

**C. To cooperate fully with any agent, employee, officer or independent contractor of PRAIRIECAT in any matter relating to the purpose and powers of PRAIRIECAT.**

...

**E. To execute any agreement or other documents with Vendors, such as a confidentiality agreement, required for operation of or participation in the ILS.**

...

**I. To acknowledge that the vendors of the ILS have or may have certain proprietary rights in connection with the ILS and to assume and accept responsibilities/liabilities related to any violation of said proprietary rights by its patrons or users.**

In addition, the Bylaws state:

**Each Member Library shall comply with the confidentiality requirements contained in any Sales Agreement and Maintenance Agreement or any other agreement entered into by PRAIRIECAT with any vendor. The compliance required of each Member Library shall include signing any confidentiality documents and observing any other requirements designated by PRAIRIECAT in writing. In addition, each Member Library shall be individually responsible for any breach or violation of the confidentiality requirements by such Member Library, whether occurring during the term of the Member Library's membership in PRAIRIECAT or thereafter.**

Administrative Council considered that PrairieCat should be covered by the language in the IGA.

3. Refund if cancelled before the end of term (p. 16):

The language reads:

**Client shall pay Innovative for all undisputed fees for services and software provided, expenses incurred, and materials purchased pursuant to this Agreement prior to receipt of such notice, and any such fees or expenses incurred through the effective date of termination to the extent those fees or expense have been mutually agreed to. Except for a termination by Client pursuant to Section 9.b., Client will not be entitled to a refund or**

***offset of previously paid license and other fees except Client shall be entitled to a prorated refund of prepaid but unused maintenance and support services all prepaid Fees will be nonrefundable and Client will be responsible for all Fees and expenses for the Software provided prior to and as of the date of termination.***

Our lawyer had stricken most of this clause.

Innovative's comments:

***This license is sold in either one year increments or multi-year commitments. Payment is due at the beginning of the term, and we only accept cancellations for the end of the term. The license would be available for the entire term purchased. We do not accept mid-term cancellations and therefore do not provide partial refunds.***

Administrative Council allowed this clause to stand because it was understood that we will be signing a contract for a specified term and are responsible for payments for that term.

**INNOVATIVE INTERFACES INCORPORATED**  
**SUBSCRIPTION LICENSE AGREEMENT**

This Subscription License Agreement ("License Agreement") is entered into by and between Innovative Interfaces Incorporated, a California corporation ("Innovative"), and the party identified as Client below ("Client"), as of the "Effective Date" also set forth below.

<b>Client</b>	PrairieCat
<b>Address</b>	220 W 23 <sup>rd</sup> Avenue Coal Valley, IL 61240
<b>Customer No.</b>	CU0798
<b>Effective Date</b>	July 1, 2022
<b>Initial Term</b>	60 Months

**1. Definitions.**

"Go-Live Date" means the Client's first use of the Software in a production environment.

"GTCs" means the Innovative Interfaces Incorporated Subscription License Agreement General Terms and Conditions in Exhibit B.

"Support Terms" means the Innovative Interfaces Incorporated Maintenance and Support Terms and Conditions in Exhibit C.

"Hosting Terms" means the Innovative Interfaces Incorporated Hosting Terms and Conditions in Exhibit D.

**2. General.** Innovative and Client agree that this License Agreement is a binding agreement between the parties and is governed by the GTCs, Support Terms and, if the attached Pricing Exhibit indicates that Client has purchased hosting services, then the Hosting Terms, all of which are made a part hereof. This License Agreement, the GTCs, Support Terms, Hosting Terms, if applicable, and all other exhibits, schedules and terms and conditions referenced by or in this License Agreement, the GTCs, Support Terms or Hosting Terms together constitute the "Agreement." Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the GTCs, Support Terms and Hosting Terms, prior to the execution of this License Agreement. Unless otherwise specified, capitalized terms in this License Agreement have the same meaning as those in the GTCs. This Agreement is governed by and interpreted in accordance with the internal substantive laws of the State of Illinois, without regard to any other laws that would require the application of the laws of another jurisdiction. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

In consideration of Innovative's continued grant to Client of subscription licenses to the software identified in Exhibit A, Client acknowledges, and the parties agree, that as of the Effective Date, all other existing software subscription agreements and associated purchase orders between the parties for the software identified in Exhibit A ("Prior Subscription Agreement(s)"), (i) will be deemed to be immediately terminated by the parties' mutual written agreement and (ii) all such software subscriptions under the Prior Subscription Agreement(s) and associated purchase orders will be deemed Software (as defined in the GTCs) licensed and supported under the terms of this License Agreement.

**EXHIBITS TO LICENSE AGREEMENT**

A	PRICING EXHIBIT
B	GENERAL TERMS AND CONDITIONS
C	MAINTENANCE AND SUPPORT TERMS AND CONDITIONS
D	HOSTING SERVICES TERMS AND CONDITIONS
E	ADDITIONAL PRODUCTS AND SUPPORT SERVICES

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

<b>Client</b>	<b>Innovative</b>
<b>PrairieCat</b>	<b>Innovative Interfaces Incorporated</b>
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**Exhibit A**  
**Pricing Exhibit**

1. **Fees.** All Fees must be paid to Innovative pursuant to the Illinois Local Government Prompt Payment Act.

2. **Term.** Subject to the early termination provisions set forth in the GTCs, this Agreement will be effective for an initial term of five (5) years following the Effective Date (the "Initial Term"). This Agreement will be ~~automatically renewed~~renew for additional one (1) year terms ~~upon written agreement by the parties~~ (each a "Renewal Term" and, together with the Initial Term, the "Term"), ~~unless either party gives the other not less than ninety (90) days prior written notice of its intent to terminate this Agreement effective as of the end of the then current Term. Innovative will have the right to increase rates hereunder by 2% over the previous year.~~

2.

[APPROVED SOFTWARE LICENSE QUOTE FOLLOWS THIS PAGE]

**Commented [MD1]:** Please reconsider this request. The auto renewal is in your best interest. If it's not there, and we get caught in negotiations on something, we could be in a situation where we have to cut it off – which we never want to do (and our customers usually don't want us to either). Besides downtime, this could cause significant price changes. You've negotiated an annual increase rate that is below the Consumer Price Index. If we have to re license and re install all of this it would cost Prairie Cat significantly. This is a protection for you that we don't recommend you remove.

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**Exhibit B**  
**Innovative Interfaces Incorporated**  
**Subscription License Agreement**  
**General Terms and Conditions**

Unless otherwise specified, capitalized terms in these GTCs have the same meaning as those in the License Agreement.

**1. Software License.**

a. Subject to the terms and conditions of this Agreement, including without limitation Client's payment of all of the Fees (defined below) due hereunder, Innovative hereby grants to Client a limited, nonexclusive, non-sub-licensable, nontransferable license to use the components of its software applications, modules, and other products that are listed in the Pricing Exhibit to the License Agreement (collectively, the "Software"). The license granted in the preceding sentence will be for the duration of the term of this Agreement and will automatically expire upon the termination or expiration of this Agreement or as otherwise specified in this Agreement.

b. Client and, where applicable, its Authorized Users (defined below) may use the Software (including any Client Configurations) (i) only for the management of the library and for servicing its patrons for member libraries and only in the ordinary course of business for the Client (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. Client will be responsible for its Authorized Users' compliance with the terms hereof. Without limiting the foregoing, Client agrees that it and its Authorized Users will: (i) comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and (ii) not use the Software for illegal purposes.

c. Subject to Section 11 (Client Configurations), other than Innovative, no one is permitted to copy, modify, reverse engineer, decompile, or disassemble the Software, create derivative works thereof, or separate the Software into its component files. All rights to the Software that are granted to Client in this Agreement are limited to the object code versions of the Software and in no event will Client be deemed to have any right, title or interest in the source code of the Software.

d. The Software may be used by the base number of Client's worldwide employees, member libraries, third-party auditors, agents and contractors ("Authorized Users") set forth in the Pricing Exhibit to the License Agreement for such Software as may be increased by mutual agreement from time to time. If Client exceeds the stated number of Authorized Users, Client will pay the additional Fees referred to in Section 4(a) of this Agreement. Each Authorized User license is allocable to a single full-time user of the Software and may be transferred to another user only on a full-time basis. Authorized User license(s) may not be shared on a part time or concurrent user basis. For the avoidance of doubt, Client patrons do not fall within the restrictions of Authorized Users.

e. The license granted to Client pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the Software offered generally by Innovative to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Innovative, each of which require a separate license and payment of additional license fees. The term "Software" will be deemed to include New Releases. Except to the extent that Client purchases Innovative's hosting service, additional fees at Innovative's then-prevailing professional service rates will apply for implementation of New Releases.

f. Innovative offers support for the Software in accordance with the Support Terms, the terms of which are incorporated by reference herein.

g. The license granted hereunder grants Client the right to use a single production instance (copy) of the Software and up to two (2) additional instances (copies) of the Software for non-production use at no additional charge. All copies of the Software are subject to the terms of this Agreement. Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production. Except to the extent expressly set forth in a License Agreement, this license grant does not provide Client with any rights to hosting services.

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h. If, during the Term of this Agreement, Innovative discontinues any Software, then Innovative will deliver to Client notice to such effect no less than twelve (12) months prior to the discontinuation of such Software and Client's annual Fees will be decreased a pro-rated amount equal to the annual line item Fees for that Software starting in the next years' annual invoice.

2. **Acceptance.** Following the execution of the Agreement by the parties, Innovative will deliver the Software, in its preconfigured, out-of-the box format, to Client (i) via the Internet, if Client has purchased hosting services from Innovative pursuant to the Hosting Terms or (ii) by making it available to Client to download via an FTP site or other mutually agreed upon method, if Client has not purchased hosting services from Innovative pursuant to the Hosting Terms. Client will be deemed to have accepted that the out-of-the box Software has been delivered upon initial download or receipt.

3. **Ownership.**

a. All Intellectual Property Rights (defined below) in the Software and also including, without limitation, all improvements, enhancements, modifications, Client-specific upgrades, or updates to the Software, developed by either party, solely or jointly (collectively, "Innovative Products"), will remain the exclusive, sole and absolute property of Innovative or the third parties from whom Innovative has obtained the right to use the Innovative Products. Intellectual property created by Innovative pursuant to this Agreement, or any other party at the request or direction of Innovative, will be owned by Innovative. "Intellectual Property Rights" means any and all intellectual property rights existing from time to time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. Client hereby assigns to Innovative all right, title and interest in any feedback and suggestions it provides to Innovative regarding the Software or other products commercialized by Innovative, that Innovative incorporates into its products now or in the future. This Agreement does not convey to the Client any interest in or to the Innovative Products or any associated Intellectual Property Rights, but only a limited right to use the Software to the extent set forth in this Agreement, which right is terminable in accordance with the terms of this Agreement and is otherwise subject to the limitations, restrictions, and requirements contained herein. If Client configures or otherwise modifies the Software using an API licensed hereunder, Client will also have a license to use such configurations or modifications as part of the Software on the terms set forth in Section 1. Rights not expressly granted to the Client are hereby expressly reserved by Innovative.

b. For purpose of this Agreement, as between Innovative and Client, any Intellectual Property Rights in the Innovative Products to the extent owned by any third party will be and remain the exclusive property of such third party. The Software may include third-party software and products, which are described in the documentation and/or Specifications made available to Client by Innovative, and any third-party pass-through terms relating to such third-party software and products are identified therein (or by other mode of disclosure).

c. Except as expressly stated herein, Client will exclusively have and retain all right, title and interest, including all associated Intellectual Property Rights, in and to data that Client enters into the Software or disclosed by Client to Innovative in its performance hereunder ("Client Data"), and, as between Client and Innovative, such Client Data will remain the sole property of Client. Client hereby grants to Innovative a license to use Client Data (i) to process the Client Data pursuant to Client's business requirements, (ii) for maintenance and support of the Software, (iii) to collect and use aggregate, non-identifying and anonymized data, and (iv) for research and development purposes. Client acknowledges and agrees that it will have no rights in any products or services created or sold by Innovative or its affiliates that use any of the Client Data in the manner set forth in (iii) or (iv) of the preceding sentence. To the extent that applicable law requires any permissions or authorizations to have been obtained prior to submission of Client Data to Innovative (including without limitation from individuals to whom the data pertains), Client warrants and covenants that it (and its Authorized Users, as applicable) will have first obtained the same permissions or authorizations prior to transmitting such data to Innovative. Client will defend, indemnify and hold harmless Innovative in the event of any third-party claim arising from a breach of the aforesaid warranty and covenant.

4. **Fees; Expenses; Payment Terms.**

a. In consideration of receiving a limited license to use the Software, Client will pay the fees set forth in the Pricing Exhibit to the License Agreement (the "Fees") on the terms set forth therein. Initial invoicing under this Agreement will occur when the Software is initially delivered to Client per Section 2; subsequent renewal invoices

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will be sent to Client prior to the date such payment is due. Invoices for any Renewal Terms may be provided to Client up to 90 days prior to the effective date of such Renewal Term. Client will notify Innovative in writing if Client hereafter requires additional Authorized Users or additional Software modules, and will pay the fees for such additional Authorized Users or additional Software modules in accordance with the terms set forth on the invoice for such fees. The Software may, from time to time, electronically transmit to Innovative reports verifying the type and number of Authorized Users, and Innovative may utilize license keys or other reasonable controls to enforce Authorized User license limitations. Client will cooperate with Innovative in all such efforts.

b. Fees for additional Third-Party Software, hardware and services are subject to change and will be quoted at the then current rate.

c. All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery and license of the Software, all of which Client will be responsible for and will pay in full, other than taxes based on Innovative's net income. Client will provide Innovative its state issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional taxes for goods or services sold under this Agreement at any time, Client and not Innovative will be solely responsible for payment of such additional taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Additionally, should Client be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Innovative hereunder, then the sum due to Innovative will be increased by the amount necessary to yield to Innovative an amount equal to the sum Innovative would have received had no withholdings or deductions been made.

d. Where this Agreement establishes a due date for a payment and/or a recurring method for payment, payment will be due and payable on such due date and/or according to the method specified. Other fees or expenses charged pursuant to this Agreement will be paid at the amounts set forth in the invoice within 30 (thirty) days of the date of the invoice. All amounts stated herein and all Fees determined hereunder are in U.S. Dollars, unless otherwise required by applicable law.

e. Any invoices not paid when due will accrue interest pursuant to the Illinois Local Government Prompt Payment Act greater.

#### 5. **Limited Warranty.**

a. Innovative warrants, solely for the benefit of Client, that:

- i. It has the corporate power and authority to enter into this Agreement and to grant Client the license to the Software hereunder; and
- ii. The Software will conform in all material respects to the applicable technical documentation for the Software provided to Client by Innovative and expressly identified by Innovative as the specifications for the Software (collectively, the "Specifications").

b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF INNOVATIVE WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 5(a), THE SOFTWARE, INCLUDING ALL CONTENT, IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES

REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND CLIENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF, INCLUDING ALL CONTENT GENERATED THROUGH USE THEREOF.

c. As the exclusive remedy of Client for a breach of the limited warranties set forth in Section 5, for any error or other defect for which Innovative is solely responsible, Innovative will, at its option, either (i) correct or repair the Software, or (ii) accept termination of this Agreement and refund the unused balance of any prepaid Fees for the Software, prorated for the period commencing on the date the error or defect was reported by Client to Innovative and continuing throughout the balance of the period to which such Fees apply. None of the above warranties or remedies in this Section 5 will apply with respect to any Software that has been damaged or modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended.

~~6.~~ **LIMITATIONS ON LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ~~NEITHER PARTY BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF INNOVATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE OTHERWISE FORESEEABLE. EACH PARTIES TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES WILL~~ ~~WILL~~ NOT EXCEED THE TOTAL AMOUNT OF TWO TIMES ALL FEES PAID TO INNOVATIVE BY CLIENT UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST SAID PARTY. NEITHER PARTY WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY WILL APPLY TO ALL CLAIMS AGAINST EACH PARTY IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

~~6.~~  
7. **Indemnification.**

a. If a third party files a legal action in a court of competent jurisdiction against Client claiming the Software, as delivered to Client by Innovative, directly infringes such third party's U.S. copyright or U.S. patent, Innovative will defend Client against such legal action, provided that Client promptly notifies Innovative in writing of the legal action and fully cooperates with Innovative in the defense of such legal action. Innovative will also indemnify Client from all damages and out-of-pocket costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction in connection with any such legal action, or agreed to by Innovative in a settlement. Innovative will control all aspects of the defense and conduct the defense and any settlement negotiations in any such third-party legal action. This indemnification is limited to the Software in the form delivered to Client and does not cover claims arising from (x) modifications thereto not made by Innovative, or, even if by Innovative, at the request of Client; (y) use of the Software in combination with other software or items not provided by Innovative, or (z) third party modifications (including addition of source code) to the Software.

b. As the exclusive remedy of Client under the limited indemnity set forth in Section 7.a, if the use of the Software by Client is enjoined, Innovative will, at its sole option: (i) obtain for Client the right to continue to use the Software, (ii) modify the Software to remove the cause of the legal action, (iii) replace the Software at no additional charge to Client with a substantially similar, non-infringing product, which will then be subject to the provisions of this Agreement, or (iv) terminate this Agreement and refund to Client that portion of the Fees allocable to the infringing component of the Software, prorated for the period Client's use of the Software is enjoined. None of the above warranties or remedies will apply with respect to any element of the Software that has been modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended. This Section states Innovative's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

8. **Confidentiality.**

a. Client acknowledges that all documentation, audit reports, technical information, software, Specifications and other information pertaining to the Software, and/or Innovative's business interests or activities, product pricing, financial information, methods of operation or customers that are disclosed by any party to Client in the course of performing this Agreement or any ensuing business arrangement are the confidential and proprietary information of Innovative. Innovative acknowledges that Client Data and other proprietary Client materials are the confidential

**Commented [DGW5]:** I don't like this but I think it is the best we are going to get from Innovative

**Formatted:** Indent: Left: 0", First line: 0", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

information of Client. The information and materials described in the preceding sentences is referred to herein as "Confidential Information." Notwithstanding the foregoing, the term "Confidential Information" does not include information pertaining to a party if (i) such information is generally known to the public through no improper action or inaction by the other party, (ii) was, through no improper action or inaction by the other party, in the possession of the other party prior to the Effective Date, or (iii) rightly disclosed to the other party by a third party if such disclosure does not violate the terms of any confidentiality agreement or other restriction by which such third party may be bound.

b. All Confidential Information will be held in confidence and may not be copied, used or disclosed other than as set forth in this Agreement. Each party must take all reasonable efforts to protect the confidentiality of and prevent the unauthorized use of any such Confidential Information by any third party within such party's control. Each party may disclose Confidential Information (i) to the receiving party's employees and contractors required to have access to such Confidential Information for the purposes of performing this Agreement or using the Software, provided each party hereto notifies its employees and contractors accessing such Confidential Information of the confidentiality obligations in this Section 8; or (ii) if such disclosure is in response to a valid order of any court, statute (such as the Illinois Freedom of Information Act), or other governmental body ("Order"), in which event, the disclosing party must use reasonable efforts to provide the other party with prior notice of such Order, to the extent legally permitted to do so and in accordance with the Order or (iii) if such disclosure is made pursuant to the Illinois Freedom of Information Act.

c. Recognizing any improper use or disclosure of any Confidential Information by either party may cause the party whose Confidential Information is improperly used or disclosed irreparable damage for which other remedies may be inadequate, a party whose Confidential Information is improperly used or disclosed will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

d. If the parties have previously executed a nondisclosure agreement ("NDA"), any Confidential Information exchanged pursuant to such NDA will remain confidential, and will as of the date of the execution of this Agreement be deemed Confidential Information within the meaning of this Agreement and also be governed by the terms hereof.

#### 9. Term; Termination.

a. The term of the Agreement is set forth in the Pricing Exhibit to the License Agreement.

b. If either party hereto fails to perform or comply with any material term or condition of this Agreement, specifically including Client's failure to pay any Fees (such party being the "Breaching Party"), and such failure continues unremedied for 30 (thirty) days after receipt of written notice, the other party may terminate this Agreement. Notwithstanding the foregoing, if the Breaching Party has in good faith commenced to remedy such failure and such remedy cannot reasonably be completed within such 30-day period, then the Breaching Party will have an additional 30 (thirty) days to complete such remedy, after which period the other party may terminate this Agreement if such failure continues unremedied.

c. Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the Effective Date if Client's budget (funding) is eliminated and Client provides written evidence to Innovative of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Innovative.

d. Except for a termination by Client pursuant to Section 9.b., and unless as otherwise set forth in this Agreement, upon any termination of this Agreement, ~~Client shall pay Innovative for all undisputed fees for services and software provided, expenses incurred, and materials purchased pursuant to this Agreement prior to receipt of such notice, and any such fees or expenses incurred through the effective date of termination to the extent those fees or expense have been mutually agreed to. Except for a termination by Client pursuant to Section 9.b., Client will not be entitled to a refund or offset of previously paid license and other fees except Client shall be entitled to a prorated refund of prepaid but unused maintenance and support services.~~ all prepaid Fees will be nonrefundable and Client will be responsible for all Fees and expenses for the Software provided prior to and as of the date of termination. Any termination of this Agreement will not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this Agreement. Upon termination of this Agreement, the rights and duties of the parties will terminate, other than the obligation of the Client to pay Fees and costs in

**Commented [MD6]:** This license is sold in either one year increments or multi year commitments. Payment is due at the beginning of the term, and we only accept cancellations for the end of the term. The license would be available for the entire term purchased. We do not accept mid term cancellations and therefore do not provide partial refunds.

accordance herewith, and the obligations of the parties pursuant to Section 1.c. (Software License), Section 3 (Ownership), Section 4 (Fees; Expenses; Payment Terms), Section 6 (Limitations on Liability), Section 7 (Indemnification), Section 8 (Confidentiality), Sections 9.d. and 9.e. (Termination), Section 11 (Client Configurations) and Section 13 (General). Within 30 (thirty) days of receipt of a written request following a termination of this Agreement, to the extent permitted by law, each party must return or destroy all Confidential Information of the other party, as requested in writing by the other party. Notwithstanding the foregoing, a party will not be obligated to destroy data containing Confidential Information of the other party when it would be commercially impracticable for the receiving party to do so (for example, when Confidential Information is contained in e-mail stored on backup tapes or other archival media), but for so long as such receiving party is in possession of such Confidential Information of the other party, the terms of Section 8 (Confidentiality) hereof will continue to restrict the receiving party's use or disclosure of such Confidential Information. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms.

e. Following termination of this Agreement, Innovative has no duty whatsoever to deliver to Client any parts of its programming, data model, or any other information regarding which Innovative claims a proprietary or Intellectual Property Right. To the extent that Innovative is requested to perform any services for Client in connection with the termination of this Agreement (including without limitation providing Client with a copy of Client Data in a commercially-standard format to be agreed upon by the Parties), such service will be performed pursuant to a written statement of work under a separate professional services agreement and paid for by Client, applying Innovative's then-current rates for daily/hourly work, as the case may be.

10. **Third Party Software.** The Software may contain third-party and/or "open source" code provided under third-party license agreements. The terms and conditions of such third-party license agreements will apply to such source code in lieu of these terms, where applicable, and Client is responsible for compliance therewith. A listing of certain third-party and/or open source code contained in the Software, the respective license terms applicable to such code, and certain related notices are included in the documentation and/or Specifications made available to Client by Innovative. Except as required for the authorized use of the Software as contemplated herein, Client may not use any name or trademark of any supplier of third party or open source code without such party's prior written authorization.

11. **Client Configurations.** Client will be permitted to use one or more application programming interfaces (APIs) made available by Innovative to configure the Software hereunder in accordance with the Specifications (such configurations or other modifications, "Client Configurations"). Client will not use any other API to modify or configure the Software. No API may be used to create any Client Configuration that, in whole or in part, mimics any material functionality of any software or service developed or marketed by Innovative or that would reasonably be deemed competitive to any software or service developed or marketed by Innovative if the Client Configuration were to be released to the public market. Innovative disclaims all representations and warranties, express or implied, regarding Client Configurations and assumes no liability whatsoever with respect to Client Configurations. Client agrees to indemnify and hold harmless Innovative from all damages and out-of-pocket costs (including reasonable attorney fees) for any third-party action based on a claim that any Client Configuration infringes a copyright or a patent, or constitutes an unlawful disclosure, use or misappropriation of another party's trade secrets.

12. **Back-Up Activities.** Except to the extent that Client purchases Innovative's hosting service or back-up services, Client has the sole responsibility for the maintenance and protection of all data input into the Software, including, without limitation, the making, storing and security of back-up and archive copies of such data and the Software (collectively "Back-Up Activities"), and Client acknowledges Innovative will not perform any Back-Up Activities for or on behalf of Client.

13. **Data Privacy.** Innovative follows industry standard privacy practices, available at <https://www.iii.com/services-privacy-policy/>.

14. **Security.** Innovative holds the internationally-recognized ISO 27001:2013 standard for its information security management system. Security and compliance is a shared responsibility between Innovative and the Client. Innovative operates, manages and controls the components from the host operating system layer to the networking layer, if Hosting is identified in the Pricing Exhibit. All physical security is managed by Innovative's hosting partner. The Client assumes shared responsibility and management of the Software. Client should take into consideration the Client Configurations and any third-party application they choose and their responsibility depending on any applicable laws and regulations. Innovative takes reasonable and appropriate administrative, technical and physical measures to protect the confidentiality, integrity and availability of Client's sensitive information.

15. **General.**

a. **No Waiver.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

b. **Independent Contractor.** Client acknowledges that Innovative is at all times an independent contractor and that Client's relationship with Innovative is not one of principal and agent nor employer and employee. No Innovative personnel will be entitled to participate in any compensation or benefits plan of Client.

c. **Force Majeure.** Neither party will be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of carriers, third-party local exchange and long distance carriers, utilities, Internet service providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control (a "Force Majeure Event").

d. **Notice.** Any notice or communication required to be given by either party must be in writing and made by hand delivery, express delivery service, overnight courier, electronic mail, or fax, to the party receiving such communication. Unless otherwise instructed in writing, such notice will be sent to the parties at the addresses set forth on the first page of the License Agreement. All communications pursuant to this Section will be deemed delivered as follows: (a) upon receipt, if delivered personally or by a recognized express delivery or courier service; or (b) when electronically confirmed, if delivered by facsimile.

e. **Invalidity.** Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

f. **Counterparts.** This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered will be deemed an original, but all such counterparts will together constitute but one and the same instrument.

g. **Publicity.** Except as provided in this Section, neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Innovative will have the right to issue public statements pertaining to the existence of the business relationship between Innovative and Client, including the right to limited use of Client's name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials.

h. **Assignment.** Neither party has the power to assign, license, or sub-license any of its rights or obligations hereunder without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment, license, or sub-license attempted without such consent will be void. Notwithstanding the foregoing, a party may assign this Agreement without the other party's consent (i) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock; or (ii) to an Affiliate of such party provided that any such assignment will not release the assigning party from its obligations under this Agreement.

i. **Governing Language.** This Agreement and all proceedings hereunder will be conducted in the English language; any translation of this Agreement into another language will be for convenience only but will not modify the meaning hereof. Only a written instrument duly executed by both parties may modify this Agreement.

j. **Entire Agreement.** This Agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof, provided that nothing herein will diminish or affect any separate services agreement or statement(s) of work issued thereunder. The parties represent that they are sophisticated commercial entities, have had the opportunity to consult with their own counsel, and have included in this Agreement all terms material to the parties' rights and obligations with respect to the subject matter hereof and intend this document to be the final expression of their contractual intent. The parties further represent and acknowledge that communications exchanged between the parties during contract negotiation (including,

without limitation, requests for proposal ("RFPs") and Innovative's responses to such RFPs; questionnaires and responses to same, quotes) do not constitute a part of this Agreement. Purchase orders, work orders or other such documents submitted by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any such purchase order, work order or other such document will have no force or effect and will not amend or modify this Agreement. In the event of any inconsistencies or conflicts among the GTCs, a License Agreement or any other exhibits or schedules referenced by these GTCs, the following order of priority will control: 1. License Agreement, 2. GTCs and 3. any other terms, agreements, exhibits or schedules included in, or referenced by the Agreement.

**Exhibit C**  
**Innovative Interfaces Incorporated**  
**Maintenance and Support**  
**Terms and Conditions**

These Maintenance and Support Terms and Conditions (“Support Terms”) apply to the License Agreement. Unless otherwise specified, capitalized terms in these Support Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. **Maintenance and Support.** Innovative will offer maintenance and support on the terms set forth herein (“Maintenance and Support”) for the latest generally available version of the Software and for certain earlier versions in accordance with Innovative’s support policy. Standard Maintenance and Support is included with the price for the annual license set forth in the License Agreement.

2. **Error Response.** Error descriptions (each an “Error”), the Error severity levels and corresponding targeted response time per level are each described in the table below. The Targeted Response Times in the table below identify the response times that Innovative will target for the corresponding Error, however, such Targeted Response Times are not guaranteed.

<b>Severity</b>	<b>Description</b>	<b>Target Response Time</b>
One - Site Down	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down	1 hour
Two – Critical	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data	2 hours
Three - High	Lesser issues, questions, or items that minimally impact the work flow or require a work around	2 business days; excludes holidays and weekends
Four – Routine	Issues, questions, or items that don’t impact the work flow. Issues that can easily be scheduled such as an upgrade or patch	4 business days; excludes holidays and weekends

3. **Error Reporting and Diagnosis.**

a. Client must designate a representative as the contact that will report Errors to Innovative and be Innovative’s primary contact for the provision of Maintenance and Support pursuant to the terms of this Agreement (such representative is referred to herein as the “Client Contact”). When a Client Contact reports an Error, Innovative will use commercially reasonable efforts to diagnose the root cause of the Error (“Diagnosis”). Upon completing the Diagnosis, each Error will be classified as either a “Warranty Error” or a “Non-Warranty Error” pursuant to Section 3.b. below. Innovative will use commercially reasonable efforts to diagnose and repair both Warranty and Non-Warranty Errors as described below.

b. “Warranty Errors” are all Errors that do not qualify as Non-Warranty Errors. “Non-Warranty Errors” are Errors resulting from any of the following causes: (i) misuse, improper use, alteration or damage of the Software; (ii) operator error; (iii) incorrect data entry by Client; (iv) third-party software not part of the Software; (v) errors and/or limitations attributable to Client environment; (vi) Client’s failure to incorporate any New Release previously provided to it by Innovative which corrects such Error; (vii) modification of the Software performed by Client; and (viii) technical consulting services provided by Innovative at Client’s request (e.g., change orders, integration development, or configuration design and implementation), unless Client notifies Innovative of such technical

consulting services problem within the applicable warranty period set forth in the governing statement of work, change order or agreement. Client acknowledges that the Software is intended for use only with the software and hardware described in the Specifications provided by Innovative from time to time, and Client will be solely responsible for its adherence thereto.

c. If the Client is hosting their Software, the Client must provide direct network internet access to the Software, including any firewalls. Innovative requires such access to correct Software bugs and carry out modifications of the Software for the purpose of maintaining the Software.

4. **Complimentary and Chargeable Support.** Innovative will respond to all reported Errors pursuant to Section 2 above and will use commercially reasonable efforts to resolve Warranty Errors at no additional charge if Client has purchased and is current on its payment for Maintenance and Support; however, Innovative may charge Client for such effort with respect to Non-Warranty Errors according to the following process: (i) When the Client Contact reports any Error, prior to commencing the Diagnosis for the Error, Innovative will notify the Client Contact that the Diagnosis and repair effort will be at no charge to Client unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis will be at no charge; and (ii) Innovative will then commence the Diagnosis unless instructed otherwise by the Client Contact. If more than two hours are required for the Diagnosis of Non-Warranty Errors, then such additional Diagnosis hours will be charged to Client at Innovative's then-current rate for technical services. Once the Diagnosis is complete, the Client Contact will be given the option of having Innovative proceed with repairing the Non-Warranty Error, and, if so requested, Innovative will provide an estimate of the total cost for such effort. If agreed to by the Client Contact, Innovative will undertake to repair the Non-Warranty Error and charge Client for the associated technical services performed.

5. **Ticket Management and Escalation.** Innovative manages all reported issues using a ticket management system, and provides an Internet portal for Clients to report issues. Clients may review the status of issues reported online. When an Error is either unresolved or not resolved in a timely fashion, the Client should contact Innovative representatives pursuant to Innovative's escalation policy made available on Innovative's Internet portal.

**Exhibit D**  
**Innovative Interfaces Incorporated**  
**Hosting Services**  
**Terms and Conditions**

These Hosting Services Terms and Conditions (“Hosting Terms”) apply to the License Agreement if, and only to the extent that, Hosting Services are identified on the Pricing Exhibit to the License Agreement as a purchased service. Unless otherwise specified, capitalized terms in these Hosting Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

**1. Hosting Services.** The following terms apply for all purposes to Client’s license to and use of the Software under the Agreement.

**2. Hosting Solution.** Innovative offers clients a standard cloud-based hosting option (the “Standard Plan”). The table below sets forth the features of the Standard Plan. This option provides industry-leading security and monitoring at a SOC 1/SOC 2 Type 2/ISO 27001-audited datacenter by a top-tier cloud hosting provider (the “Hosting Provider”), with the flexibility to meet clients’ data storage, data recovery, and information security policy requirements. To meet clients’ global hosting needs, Innovative offers hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Innovative reserves the right to increase, decrease and/or relocate its datacenters at anytime.

Feature	Standard
24x7 infrastructure monitoring	✓
Dedicated production environment	✓
99.9% guaranteed infrastructure uptime**	✓
Dedicated public IP address and custom URL	✓
Operating system installation and management	✓
Library software installation and upgrades	✓
Data backups	Daily
Archive data backup retention	30 days

**3. Hosting Solution System Configuration.** The hosting systems are configured to meet the solution requirements as per the Hosting Terms set forth on the Pricing Exhibit to the License Agreement.

**4. Security Controls.**

**a. Generally.** Subject to the terms of the Agreement, Innovative implements industry-recognized best practices to prevent the unintended or malicious loss, destruction or alteration of Client’s data resident in the Software.

**b. Network Systems Audit Logging.** All firewall logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by Innovative and those pertinent log files and configuration files are retained for ninety (90) days and can be made available upon request for audit and problem resolution, as may be required.

**c. Network Monitoring.** All network systems and servers are monitored 24/7/365. Innovative will monitor its systems for security breaches, violations and suspicious (questionable) activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client’s production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

d. Audit and Security Testing. Hosting Providers perform regular security audits and testing. Client's may not perform own audits of hosting providers.

e. Information Security Auditing/Compliance. Innovative's hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms.

f. \*\*The 99.9% guaranteed infrastructure uptime is subject to the following Service Level Agreement (SLA):

i. Hours of operation/exclusive remedy for service unavailability. Innovative offers a monthly infrastructure uptime target of 99.9% of Scheduled Up-Time to Client. Scheduled Up-Time means all of the time in a month that is not Scheduled Downtime or Third Party Unavailability. In the event that Innovative fails to provide Client with 99.9% infrastructure uptime for three consecutive months, Client will be entitled to receive a credit equal to the prorated amount of the Fees for the period in which Innovative failed to provide such infrastructure uptime during such months upon receipt of written notice from Client. The remedies set forth in this Paragraph (i) are the exclusive remedies of the Client for Innovative's failure to provide Client with 99.9% infrastructure uptime.

ii. Scheduled Downtime. Scheduled Downtime means the period of time which Innovative or the Hosting Provider, conduct periodic scheduled system maintenance and release updates for which Innovative will provide the Client with advance notice. Innovative will make commercially reasonable efforts to provide Client notice of scheduled system maintenance 48 hours in advance and notice of release updates three weeks in advance.

**Exhibit E**  
**Additional Products and Support Services**

The following list of additional products and services shall expire at the end of the Sierra Subscription Year 5:

**Additional Staff Users**

Pricing: \$300 each per year

**Additional Libraries**

Regular/Standard Libraries:

- Innovative's standard pricing and services will apply when a regular library (i.e. one requiring full or normal services) is added to the PRCAT system.

Small Libraries:

- Small libraries are defined as those that do not require the addition of Acquisitions/Serials units, data loading, full re-index of the keyword index, etc. and are limited to a maximum of two scopes.

Pricing: \$1,000 per year, per library - software subscription, \$1,000 - scoping services

**Account Review**

PRCAT shall send to Innovative a current list of member libraries by April 1<sup>st</sup> of each year. The list shall contain the following information: Library Name, Library Location, Number of Staff User Licenses, Use of Acquisitions Unit, Use of Serials Unit. PRCAT shall also provide Innovative with a list of libraries that have left PRCAT during the previous year.

Innovative shall provide an account credit for each departed library based on the total cost of the following items, times 12% (twelve percent): Additional Library license, Staff User licenses, Acquisitions Unit and Serials Unit.

The Account Review process shall begin in April 2018.

Encore Replacement

Upon Client acceptance of Vega Discover, as described in the Software as a service (SAAS) Subscription Agreement dated October 5, 2021, Innovative will remove Client's Encore Hosting and Encore Training Hosting licenses and provide Client a pro rated credit for those subscription licenses. This credit will be applied toward Client's purchase of Vega Discover.

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Part of **Clarivate**

# Renewal Quote

Page 1 of 5

Innovative Interfaces Incorporated  
 1900 Powell St.  
 Suite 400  
 Emeryville CA 94608  
 United States

**Quote #** SO-INC30909  
**Terms** Net 30  
**PO #**  
**Renewal Start Date** 7/1/2022  
**Renewal End Date** 6/30/2023  
**Site Code** prcat

**Bill To**  
 PrairieCat  
 220 W 23rd Ave  
 Coal Valley IL 61240  
 United States

**Ship To**  
 PrairieCat  
 220 W 23rd Ave  
 Coal Valley IL 61240  
 United States

**Currency**  
 US Dollar

Item	Item Categ...	Qty	Description	Options	Rate	Amount
Staff User Licenses	License - Ter...	575	Staff User Licenses		0.00	0.00
SIP2 Interface	License - Ter...	65	Additional SIP2 Licenses		0.00	0.00
Sierra Additional Review Files	License - Ter...	8	Sierra Additional Review Files		0.00	0.00
Add Associate or Affiliate Library	License - Ter...	8	License System for Additional Library		0.00	0.00
Sierra Self Check Stations	License - Ter...	6	Sierra Additional Self Check Stations		0.00	0.00
Sierra Subscription	License - Ter...	1	Sierra Software Subscription		219,226.160...	219,226.16
Unlimited Web OPAC user licenses	License - Ter...	1	Unlimited Web OPAC user licenses		0.00	0.00
Reports	License - Ter...	1	Reports		0.00	0.00
Cataloging	License - Ter...	1	Cataloging		0.00	0.00
OCLC Interactive Via the Network	License - Ter...	1	OCLC Interactive Via the Network		0.00	0.00
Sierra Online Patron Registration	License - Ter...	1	Online Patron Registration		0.00	0.00
File Transfer Software	License - Ter...	1	File Transfer Software		0.00	0.00
Innovative Scheduler Subscription	License - Ter...	1	Load Scheduler		0.00	0.00
Classic Fines Payment Web Service API	License - Ter...	1	Fines Payment Web Service		0.00	0.00
Patron API (URL)	License - Ter...	1	Patron API (URL)		0.00	0.00
Web OPAC Menus (Languages)	License - Ter...	1	Web OPAC Menus	Languages: English	0.00	0.00
Web OPAC Menus (Languages)	License - Ter...	1	Web OPAC Menus	Languages: English	0.00	0.00



Part of **Clarivate**

# Renewal Quote

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Quote #

SO-INC30909

Innovative Interfaces Incorporated  
 1900 Powell St.  
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 Emeryville CA 94608  
 United States

Item	Item Categ...	Qty	Description	Options	Rate	Amount
AirPAC/Mobile Encore	License - Ter...	1	AirPAC/Mobile Encore		0.00	0.00
Z39.50 Client / Client Broadcast / Server	License - Ter...	1	Z39.50 Client / Client Broadcast / Server		0.00	0.00
RSS FeedBuilder	License - Ter...	1	RSS FeedBuilder		0.00	0.00
My Record Feeds	License - Ter...	1	My Record Feeds		0.00	0.00
Decision Center Subscription	License - Ter...	1	Decision Center Subscription		0.00	0.00
Kids Online	License - Ter...	1	Kids Online		0.00	0.00
Community Reviews	License - Ter...	1	Community Reviews		0.00	0.00
WebPAC Pro	License - Ter...	1	WebPAC Pro		0.00	0.00
Spell Check	License - Ter...	1	Spell Check	Languages: English	0.00	0.00
OPAC Export	License - Ter...	1	OPAC Export		0.00	0.00
Circulation	License - Ter...	1	Circulation		0.00	0.00
Reserve Book Room module	License - Ter...	1	Reserve Book Room module		0.00	0.00
Circ Notices via E-Mail Option	License - Ter...	1	Circ Notices via E-Mail Option		0.00	0.00
Sierra SMS Notifications - US ONLY	License - Ter...	1	Sierra SMS Notifications - US & Canada - Subscription		0.00	0.00
Sierra Materials Booking	License - Ter...	1	Sierra Materials Booking Subscription		0.00	0.00
Consortium Management Extensions	License - Ter...	1	Consortium Management Extensions		0.00	0.00
Sierra Classic Collection Agency Subscription	License - Ter...	1	Sierra Classic Collection Agency Subscription		0.00	0.00
Sierra Homebound Patron / Remote Patron	License - Ter...	1	Sierra Homebound Patron / Remote Patron Subscription		0.00	0.00
eCommerce Integration for Self Check (Express Lane)	License - Ter...	1	3rd Party eCommerce for Self Check (Express Lane)	Sierra eCommerce Options: Comprise	0.00	0.00
Circa Wireless Inventory (Barcode)	License - Ter...	1	Circa Wireless Inventory (Barcode)		0.00	0.00

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Sierra Program Registration	License - Ter...	1	Sierra Program Registration Subscription		0.00	0.00
Acquisitions	License - Ter...	1	Acquisitions		0.00	0.00
Sierra EDI / EDIFACT Ordering & Invoicing	License - Ter...	1	Sierra EDI / EDIFACT Ordering & Invoicing Subscription		0.00	0.00
Electronic Serials Invoicing	License - Ter...	1	Electronic Serials Invoicing		0.00	0.00
Serials	License - Ter...	1	Serials		0.00	0.00
Sierra Additional Acquisitions / Serials Units	License - Ter...	83	Sierra Additional Acquisitions / Serials Unit Subscription		0.00	0.00
Output accounting information to another system	License - Ter...	1	Output accounting information to another system		0.00	0.00
Sierra Quick Click Ordering	License - Ter...	1	Sierra Quick Click Ordering Subscription		0.00	0.00
Electronic claiming of serial issues	License - Ter...	1	Electronic claiming of serial issues		0.00	0.00
SISAC Checkin	License - Ter...	1	SISAC Checkin		0.00	0.00
InterLibrary (ILL) Loan Module	License - Ter...	1	InterLibrary (ILL) Loan Module		0.00	0.00
Advanced Keyword Index Method II	License - Ter...	1	Advanced Keyword Index Method II		0.00	0.00
Scoping	License - Ter...	1	Scoping		0.00	0.00
Authority Control Option	License - Ter...	1	Authority Control Option		0.00	0.00
Automatic Authority Control Processing	License - Ter...	1	Automatic Authorities Processing		0.00	0.00
Resequence attached records by location	License - Ter...	1	Resequence attached records by location		0.00	0.00
Synchronize bibliographic locations	License - Ter...	1	Synchronize bibliographic locations		0.00	0.00
Unlimited Data License	License - Ter...	1	Unlimited Data License		0.00	0.00
Offline Circulation	License - Ter...	1	Offline Circulation		0.00	0.00

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Item	Item Categ...	Qty	Description	Options	Rate	Amount
Volume Level Holds	License - Ter...	1	Volume Level Holds		0.00	0.00
Encore	License - Ter...	1	Encore Subscription		0.00	0.00
Encore Language	License - Ter...	1	Encore Language - Spanish	Encore Languages 1: English	0.00	0.00
Encore Language	License - Ter...	1	Encore Language - Spanish	Encore Languages 1: English	0.00	0.00
Sierra Classic Collection Agency Subscription	License - Ter...	1	Sierra Classic Collection Agency		0.00	0.00
Ecommerce	License - Ter...	1	Ecommerce		0.00	0.00
Add Associate or Affiliate Library	License - Ter...	1	Add Associate or Affiliate Library Subscription enables the library to license their Sierra system for use by an Additional Library or institution. A separate library to join an existing Innovative system and share the software. Additional user licenses, software, and peripherals must be purchased to support additional library needs.		1,055.70	1,055.70
Staff User Licenses	License - Ter...	15	License for additional Staff User License. A separate staff user license is required for each concurrent connection made from a staff client to the Sierra ILS server, including via alternative staff interfaces including Decision Center & Mobile Worklists.		327.79485	4,916.92
iTiva	License - Ter...	1	i-Tiva for Sierra enables libraries to provide patrons with 24/7 account access via telephony, along with telephone notification options. Package includes i-Tiva from Talking Tech, and Dialogic Card for number of lines indicated with 3 year warranty	Incoming: 4 Outgoing: 8	14,361.5300...	14,361.53
III ILS Integration Software	License - Ter...	1	TNS/TRS API and/or SIP2 for ILS integration w/ iTiva or other third party Telephony solution NOTE: API and SIP2 accessible by telephony integration only		4,375.19000...	4,375.19
Sierra Self Check Stations	License - Ter...	1	Sierra Additional Self Check Station - Byron		1,229.00000...	1,229.00
Sierra Self Check Stations	License - Ter...	2	License for additional Self-Check station (aka Express Lane). Enables patrons to check out materials without staff intervention and perform selected other self-service functions.		1,108.485	2,216.97
Staff User Licenses	License - Ter...	60	License for additional Staff User License. A separate staff user license is required for each concurrent connection made from a staff client to the Sierra ILS server, including via alternative staff interfaces including Decision Center & Mobile Worklists.		332.5455	19,952.73
Add Associate or Affiliate Library	License - Ter...	8	Add Associate or Affiliate Library Subscription enables the library to license their Sierra system for use by an Additional Library or institution. A separate library to join an existing Innovative system and share the software. Additional user licenses, software, and peripherals must be purchased to support additional library needs.		1,108.485	8,867.88

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Item	Item Categ...	Qty	Description	Options	Rate	Amount
Sierra Self Check Stations	License - Ter...	5	License for additional Self-Check station (aka Express Lane). Enables patrons to check out materials without staff intervention and perform selected other self-service functions.		1,163.91	5,819.55
Add Associate or Affiliate Library	License - Ter...	1	Add Associate or Affiliate Library - Marseilles Public Library		561.83000004	561.83
Sierra Self Check Stations	License - Ter...	1	License for additional Self-Check station (aka Express Lane). Enables patrons to check out materials without staff intervention and perform selected other self-service functions.		1,108.49000...	1,108.49
Sierra Cloud Hosting	License - Ter...	1	Sierra Cloud Hosting  Includes Cloud Hosting with Standard Backup for Sierra production only		44,243.9000...	44,243.90
Encore Add On Hosting	License - Ter...	1	Encore Cloud Hosting enables libraries to eliminate the overhead of maintaining a separate on premise server for Discovery. When Encore is hosted, Innovative takes responsibility for release upgrades, backups, and system / environment maintenance & security updates.		8,427.41000...	8,427.41
Sierra Training/Test Server Core	License - Ter...	1	Additional cloud hosting environment for Sierra ILS Training or Test system - to support dedicated capacity for training or testing		24,285.3200...	24,285.32
Sierra Self Check Stations	License - Ter...	1	License for additional Self-Check station (aka Express Lane). Enables patrons to check out materials without staff intervention and perform selected other self-service functions.		1,180.77999...	1,180.78
Sierra Self Check Stations	License - Ter...	1	License for additional Self-Check station (aka Express Lane). Enables patrons to check out materials without staff intervention and perform selected other self-service functions.  1 July 2022 - 30 June 2023, Year 1 of 5. Year 2: \$371,474.75 Year 3: \$378,904.24 Year 4: \$386,482.33 Year 5: \$392,933.86		1,180.77999...	1,180.78

**Total** US\$363,010.14

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 Notes:  
 1. The prices quoted may be subject to change where new software has been purchased or changes have been made to existing software.  
 2. Taxes are not included in the quoted price but, if applicable, may be charged by Innovative at the point of invoicing.