MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

INTEGRATED LIBRARY SYSTEM (ILS)

This Master Software License and Services Agreement ("**Agreement**") is made and entered into this _____ day of _____, 200___ ("**Effective Date**") by and between Sirsi Corporation dba SirsiDynix ("**SirsiDynix**"), with principal offices at 400 Dynix Drive, Provo, Utah 84604, and El Dorado County Library ("**Customer**"), having its offices at 345 Fair Lane, Placerville, CA 95667. Collectively, Customer and SirsiDynix shall be referred to as "**Parties**" and individually as a "**Party**."

In consideration of the mutual promises, covenants and representations herein, and upon the terms and conditions set forth below, the Parties agree as follows:

This Software License and Services Agreement is a binding agreement between the Parties for all orders placed by Customer with SirsiDynix and accepted by SirsiDynix for the license of Software and/or the provision of SaaS Services, Support, Professional Services and other services. All orders shall be placed using a signed quote, the terms of which are incorporated in this Agreement by reference herein.

1. DEFINITION OF TERMS.

"**Agreement**" means this Master Software License and Services Agreement, the Transaction-Specific Information Form, signed quotes, reference to information contained in a SirsiDynix URL or policy and such other attachments and exhibits that the Parties' authorized representatives may mutually agree to in writing.

"**Certified Operating Environment**" or "**COE**" means Hardware, operating system, middleware, database products and other software on which SirsiDynix indicates the Software or SaaS Services will operate.

"**Confidential Information**" has the meaning set forth in section 10.

"**Content**" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer is provided access to by SirsiDynix on a subscription basis pursuant to this Agreement.

"**Customer Data**" means any electronic data, information or material provided or submitted by Customer to SirsiDynix through the Services together with all data, information or material that Customer enters into the Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under this Agreement to perform its obligations.

"**Designated Equipment or Hardware**" means the computer or server comprised of its central processing unit and its major peripherals, including the equipment provided by SirsiDynix and identified as such in the TIF and/or signed quote; the equipment provided by Customer, if any, and identified as such in the TIF and/or the signed quote; and the usual and necessary operating system software provided with the equipment by its manufacturer or purchased by Customer, but excluding networking equipment, communication lines and computer equipment at the other end of such lines.

"**Developed Materials**" means any Intellectual Property created or developed by SirsiDynix, its employees, agents or contractors in the performance of this Agreement.

"**Documentation**" means the user instructions, release notes, manuals and on-line help files in the form generally made available by SirsiDynix, regarding the use of the applicable Software.

"**Error**" means a material failure of the Software to conform to its functional specifications described in the Documentation.

"**Error Correction**" means any bug fixes, modifications, additions, or routines intended to correct the practical adverse effect of an Error.

"**Go Live Date**" means, with respect to the SirsiDynix Software license orders, the date on which the SirsiDynix Software is available for operational use for normal daily business, including searching the public access catalog and circulating materials.

"**Intellectual Property Rights**" or "**Intellectual Property**" means patent rights (including patent applications and disclosures), copyrights, moral rights, trademarks, service marks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded.

"**License Period**" means (i) a perpetual license, with respect to Customer, standalone SirsiDynix Integrated Library System (ILS) orders, excluding Third Party Software; OR (ii) a Term license, with respect to the purchase of a SaaS Services, all Third Party Software and/or Content.

"**Transaction-Specific Information Form**" or "**TIF**" means the document executed by the Parties that describes in detail Customer's order-specific information, including but not limited to, description of Software or Services ordered, license scope, use and restrictions, fees and payment terms, milestones, and/or Third Party EULAs.

"**Purchase Order**" means Customer's order to obtain Software or Services pursuant to this Agreement duly signed by a Customer's authorized representative, which incorporates by reference the terms of this Agreement and the written quotation provided by SirsiDynix.

"**Professional Services**" has the meaning set forth in section 4A.

"**SaaS Services**" means hosted Software subscription service by SirsiDynix.

"**Services**" means Professional Services, SaaS Services, Support and/or Training Services.

"**SirsiDynix Software**" means each SirsiDynix-developed and/or SirsiDynix-owned software product, as listed in the TIF and/or signed quote, in machine readable object code (not source code), the Documentation for such product, and any Updates thereto.

"**Software**" means the SirsiDynix Software and Third Party Software.

"**Support**" means with respect to the SaaS Services and/or SirsiDynix Software license orders (i) assistance and workarounds for resolving known problems, (ii) Error Corrections if required in the sole judgment of SirsiDynix to enable the applicable SirsiDynix Software to perform substantially in conformity with the Documentation, and (iii) Updates, all of which are provided under SirsiDynix' Support Policies in effect at the time the Services are provided.

"**Support Policies**" means the technical support and maintenance policies of SirsiDynix, a current version of which can be found at http://clientcare.sirsidynix.com/index.php?goto=Knowledge&pid=1&docs&kcat_id=58

"**System**" means the total complement of Hardware, SirsiDynix Software, and Third Party Software furnished and maintained by SirsiDynix.

"**Third Party EULA**" means the end user license agreement that either accompanies the Third Party Software or is appended to the TIF and/or signed quote.

"**Third Party Software**" means the object code of the software, including Documentation and Updates, listed in the TIF and/or signed quote, owned by an entity other than SirsiDynix which is sublicensed by SirsiDynix to Customer pursuant to the terms of the Third party EULA.

"**Training Services**" has the meaning set forth in section 4B.

"**Updates**" means the Error Corrections, updates, modifications or enhancements to the Software developed after the effective date of the TIF which SirsiDynix makes generally available to its customers as part of

09-0918.B.1

the Support. Updates exclude new products for which SirsiDynix generally charges a separate license fee.

"User" means an employee, agent, or contractor of Customer that has been authorized by Customer, and assigned a unique username-password combination, to access and use the Software, Content or SaaS Services.

2. SOFTWARE LICENSE ORDERS.

A. License Grant. Subject to the terms and conditions of this Agreement, including but not limited to the use rights, license scope rules and definitions described in the applicable TIF and/or signed quote and subject to payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, personal, non-transferable license, for the License Period to (i) install, run and use the Software on the Designated Equipment and COE solely for Customer's own business operations and solely as enabled by the license key or keys, (ii) use the Documentation in connection with such use of the Software, and (iii) access Content, if purchased by Customer, on a subscription basis. The server Software shall not be simultaneously loaded and operated on more than one hardware platform.

B. Third Party Software. SirsiDynix may add and/or substitute equivalent products for any third party items in the event of product unavailability or changes to Software requirements and/or model number. If no Third Party EULA is provided, the terms and conditions applicable to the Third Party Software shall be governed by the terms and conditions of this Agreement. The terms and conditions applicable to any Third Party Software will otherwise be governed by the applicable Third Party EULA. In the event of a conflict, the Third Party EULA will take precedence over the terms of this Agreement.

Oracle End User License. SirsiDynix agrees to provide an embedded license for the Oracle software to Customer who have purchased services and licenses that require such an Oracle license under the following terms and conditions. Customer agrees to be bound by the following terms of the embedded sublicense herein granted and Customer's execution of the body of the Agreement is proof of such consent:

1) The Oracle software is subject to a restricted license and can only be used in conjunction with the Unicorn or Symphony Software and in Customer's internal business operations. Customer is not permitted to modify the Oracle software.

2) Customer may not (a) transfer the Oracle software from the Designated Equipment except for temporary transfer in the event of computer malfunction; (b) assign, give, or transfer the Oracle software and/or any services ordered or an interest in them to another individual or entity (and if Customer grants a security interest in the Oracle software and/or any services, the secured party has no right to use or transfer the programs and/or any services); or (c) permit timesharing, service bureau, subscription service, or rental use of the Oracle software.

3) Customer acknowledges that title to the Oracle software does not pass to Customer.

4) Customer shall not reverse engineer (unless required by law for interoperability), disassemble or decompile the Oracle software and shall not duplicate the Oracle software.

5) The Oracle software shall operate in all material respects as described in the applicable program documentation for one year after delivery. Customer must notify SirsiDynix of any Oracle program warranty deficiency within one year after delivery. **THE ORACLE SOFTWARE IS NOT GUARANTEED TO PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY FOR A BREACH OF WARRANTY SHALL BE CORRECTION OF THE PROGRAM ERROR(S) OR, IF THE ERROR(S) CANNOT BE CORRECTED, A REFUND OF THE ORACLE LICENSE FEES FOLLOWING TERMINATION OF THIS END USER LICENSE.**

6) ORACLE SHALL HAVE NO LIABILITY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL, ARISING FROM THE USE OF THE ORACLE SOFTWARE.

7) At the termination of the Agreement, Customer shall discontinue use and destroy or return to SirsiDynix all copies of the Oracle software and documentation.

8) Customer shall not publish any results of benchmark tests run on the Oracle software.

9) Customer shall comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Oracle software nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

10) Customer hereby authorizes SirsiDynix to audit Customer's use of the Oracle software and report such use to Oracle or assign SirsiDynix's right to audit Customer's use of the programs to Oracle.

11) Oracle is hereby designated a third party beneficiary of this end user license agreement.

12) Application of the Uniform Computer Information Transactions Act is hereby expressly excluded from this end user license.

13) Some portions of the Oracle software may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the end user license agreement.

14) Customer may permit agents or contractors to use the programs on its behalf for the purposes set forth in the end user license agreement, subject to the terms of this end user license agreement provided that Customer is responsible for such agents' and contractors' compliance with the end user license agreement in such use.

C. Copies. Customer may make a reasonable number of machine-readable copies of the Software solely for internal backup or archival purposes. All Intellectual Property Rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such number and location upon request.

D. License Restrictions. Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Software, or SirsiDynix's or its licensors' Intellectual Property or Confidential Information; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Software, Intellectual Property or Confidential Information of SirsiDynix or its licensors to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Agreement; provided however that Customer may extend to library users, other libraries, and third party entities online data inquiry access to the Software module provided for that purpose (i.e. public access catalog); (iv) write or develop any derivative software or any other software program based upon the Software, the Intellectual Property or Confidential Information of SirsiDynix or its licensors; (v) modify, adapt, translate or otherwise make any changes to the Software or any part thereof; (vi) use the Software, the Intellectual Property or Confidential Information of SirsiDynix or its licensors to provide processing services to third parties, or otherwise use the Software on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix' prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Software; or (viii) otherwise use or copy the Software except as expressly permitted herein. Content accessed on a subscription basis (i) may not be modified, (ii) may be used solely for Customer's own use and (iii) may not be used as part of a commercial time-sharing or service bureau or in any resale capacity.

E. Additional Licenses. Customer may purchase additional Software or Content licenses or otherwise expand the scope of such license granted under a TIF and/or signed quote, upon SirsiDynix' receipt and

09-0918.B.2

acceptance of a new TIF and/or signed quote specifying the foregoing, and upon Customer's payment of additional license fees, if applicable, for such expanded scope.

F. Dedicated Servers. All servers that are part of the System shall be dedicated servers and shall only contain software and content for, and shall only be operated for the purposes of, the System. Failure to comply with this requirement by Customer may result in SirsiDynix' voiding its warranties made under this Agreement and/or terminating Support.

3. SUPPORT.

A. General. Support shall be provided under SirsiDynix' Support Policies in effect at the time the services are provided. The Support Policies, incorporated in this Agreement, are subject to change at SirsiDynix' discretion; however, SirsiDynix will not materially reduce the level of services provided during the period for which Support fees have been paid.

SirsiDynix reserves the right to correct Errors in the latest version of the Software. Updates are provided when available, and SirsiDynix is under no obligation to develop any future programs or functionality.

Customer agrees to report all suspected Errors and questions through its authorized support contact. Reports will include all pertinent information regarding Customer deployment of the Software and the circumstances under which the problem occurred. When submitting a Support service request, the support contact should have a baseline understanding of the problem encountered and the ability to reproduce the problem in order to assist SirsiDynix in diagnosing and triaging the problem.

SirsiDynix is under no obligation to provide Support with respect to: (i) Software that has been altered or modified by anyone other than SirsiDynix; (ii) a release of Software for which Support has been discontinued; (iii) discrepancies that do not significantly impair or affect the operation of the Software; (iv) SirsiDynix Software used on a computer or operating system other than a COE; (v) any violation of the terms and conditions of this Agreement; or (vi) any systems or programs not supplied by SirsiDynix or not covered by the TIF and/or signed quote.

B. SirsiDynix Software Support. Starting on the Go Live Date, during the License Period, and as long as Customer is current on its payments of Support fees (as described in this Agreement and the TIF and/or signed quote), SirsiDynix shall provide Support for the SirsiDynix Software listed on the TIF and/or signed quote). Support shall be provided on an annual basis. Following the first anniversary of the initial Support term, and unless the License Period has expired, Support services shall be automatically renewed from year to year unless Customer gives written notice 60 days prior to the end of the initial Support period or any extension thereof, of its intention to terminate the Support service.

During the term of the License Period, in the event that Support Services lapse, a reinstatement fee shall be assessed, equal to 100% of the aggregate Support fee that would have been payable during the period of lapse, based on the list price for Support Services at the time of reinstatement. In order to reinstate Support for licenses with products not currently supported by SirsiDynix, Customer must migrate its program licenses to currently available releases.

Support must be ordered for all copies of the SirsiDynix Software and for all elements of the SirsiDynix Software under a TIF and/or signed quote, which are used conjunctively by Customer.

C. Third Party Software and Hardware Support. Unless otherwise noted in a TIF and/or quote, SirsiDynix will provide first line support for Third Party Software and Hardware listed on a TIF and/or signed quote in accordance with SirsiDynix' then-current Support policies.

4. OTHER SERVICES.

A. Professional Services. Customer may obtain, at its sole option, professional services such as consulting, data services, site planning, configuration, integration and deployment of the Software, as mutually agreed to and described in the applicable TIF and/or signed quote ("**Professional Services**").

B. Training Services. Customer may obtain, at its sole option, training courses for its personnel, as mutually agreed to and described in the applicable TIF and/or signed quote ("**Training Services**").

C. Additional & Change Orders. Customer may purchase additional Services upon SirsiDynix's receipt and acceptance of a new TIF and/or signed quote specifying the foregoing, and upon Customer's payment of additional fees, if applicable. Either Party may propose a change order to add to, reduce or change the work ordered in the TIF and/or signed quote. Each change order shall specify the change(s) to the services or deliverables, and the effect, if any, on the schedule and on SirsiDynix' compensation, due to the change. SirsiDynix shall not implement a change order unless it is executed by the Parties. In the event of any delay in Customer's performance of any of the obligations set forth herein or any other delays caused by Customer, the milestones and fees set forth in the TIF and/or signed quote shall be adjusted as reasonably necessary to account for such delays, in accordance with the provisions of this section 4C.

D. Estimated Time/Cost Overruns. This section applies if the Professional Services or Training Services ordered under the TIF and/or signed quote are not compensated on a fixed-price (total flat fee) basis, e.g., work compensated on a time and materials basis or under an estimated "cap" with fixed hourly rates. SirsiDynix shall track its progress of the work against the estimated schedule/milestones and the budgeted cost of performance, and provide a written report to Customer of such progress with each invoice. SirsiDynix shall promptly report to Customer at the earliest time it discovers that the time or cost of performance of the Professional Services or Training Services will exceed the estimated time and/or cost authorized in the TIF and/or signed quote, and in any event before proceeding with the portion of the Professional Services or Training Services that will cause the estimated time and/or cost to exceed the then-current estimate(s). In such report, SirsiDynix shall explain in reasonable detail the reason(s) for the anticipated time and/or cost overrun and shall estimate the revision in the estimated time and/or estimated costs necessary to complete the work. SirsiDynix shall not perform such additional work or any work performed in excess of any estimated "cap" identified in the TIF and/or signed quote, unless the Parties have executed a change order pursuant to section 4C above.

5. HARDWARE (This section is only applicable if Hardware is purchased).

Risk of loss on all Hardware passes to Customer on SirsiDynix' placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. Title to the Hardware shall pass to Customer on SirsiDynix' placement of the Hardware with a common carrier or licensed trucker.

6. COOPERATION AND ASSISTANCE.

A. Cooperation. Customer shall provide SirsiDynix with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by SirsiDynix in order to provide the Services, including, but not limited to, providing Customer Data, security access, information, and software interfaces to Customer's applications, and Customer personnel, as may be reasonably requested by SirsiDynix from time to time.

B. Personnel; Remote Access. SirsiDynix shall provide reasonably sufficient personnel to perform the Services required by the TIF and/or signed quote. SirsiDynix' personnel performing the Services may be either SirsiDynix employees or contractor personnel, and in either case shall comply with Customer's reasonable rules and regulations while on Customer's premises. Customer agrees to provide SirsiDynix with access to and use of Customer's personnel, facilities and equipment to the extent necessary for SirsiDynix to perform the Services. For installation of the System, Customer shall ensure that SirsiDynix' assigned technical personnel are able to access the System remotely. Customer shall be responsible for providing access through any security

measures it deems necessary. SirsiDynix alone shall decide whether access to the System is sufficient for installation purposes. Transaction-Specific Information Forms may set forth additional details regarding SirsiDynix' access to and use of Customer's personnel, facilities and equipment.

C. Enforcement. Customer shall ensure that all Users and any third parties comply with the terms and conditions of this Agreement. Customer shall promptly notify SirsiDynix of any suspected or alleged violation of the terms and conditions of this Agreement and shall provide information to SirsiDynix with respect to: (i) investigation by SirsiDynix of any suspected or alleged violation of this Agreement and (ii) any action by SirsiDynix to enforce the terms and conditions of this Agreement.

7. OWNERSHIP.

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

B. Developed Materials. SirsiDynix retains all rights, title and interest in any and all Developed Materials, all training and procedural materials used or in any manner employed by SirsiDynix in the provision of Professional Services or other Services under this Agreement, which may be developed for Customer through the reimbursed or unreimbursed efforts of SirsiDynix employees or agents. To the extent Developed Materials may be included with or embodied in any deliverables delivered to Customer hereunder, SirsiDynix grants Customer, upon full payment of the applicable fees and charges, a personal, irrevocable, nonexclusive, worldwide, royalty-free license to, during the License Period, use, execute, reproduce, display, perform, distribute internally, and prepare for internal use only derivative works based upon the Developed Materials in each case solely in conjunction with the deliverable provided in connection with the TIF and/or signed quote. Customer acknowledges that SirsiDynix may use works for third parties that are based upon, similar or identical to the deliverable. The license restrictions set forth in section 2 apply to Developed Materials.

C. Content. Customer further acknowledges that all Content, excluding any Customer Data, is proprietary to SirsiDynix or its licensors, and SirsiDynix or such licensors retain exclusive ownership of the same throughout the world, including all Intellectual Property Rights embodied therein.

D. Customer Data. Customer's data must be provided to SirsiDynix in a format approved by SirsiDynix or additional data conversion/migration charges will apply. De-duping is the Customer's responsibility, unless otherwise agreed to, in writing, by SirsiDynix. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer.

8. WARRANTIES; DISCLAIMER.

A. SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software will operate in all material respects in conformity with the Documentation so long as Customer has incorporated all Error Corrections and Updates to the SirsiDynix Software that SirsiDynix has made available to Customer.

B. Remedies. If the SirsiDynix Software does not perform as set forth in the Documentation, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is determined by SirsiDynix to be

SirsiDynix' responsibility, SirsiDynix shall, within 30 days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix' discretion. The preceding warranty cure shall constitute SirsiDynix' entire liability and Customer's exclusive remedy for cure of the warranty set forth herein. If Customer elects not to terminate the SirsiDynix Software license for the affected portion of the Software, Customer waives all rights for the applicable warranty cure set forth herein.

C. Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty set forth in section 8A or 8B caused by: (i) modifications made to the System by anyone other than SirsiDynix; (ii) the combination, operation or use of the System components with any items not supplied by SirsiDynix to Customer; (iii) Customer's failure to use any new or corrected versions of the System components made available by SirsiDynix; (iv) SirsiDynix' adherence to Customer's specifications or instructions; or (v) Customer deviating from the SirsiDynix Software operating procedures described in the Documentation.

D. Professional Services. SirsiDynix warrants that the Professional Services provided under this Agreement will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services. Customer's exclusive remedy, and SirsiDynix' entire liability, shall be the re-performance of the Service or an equitable adjustment in the fees paid for the affected Professional Services, at SirsiDynix' discretion. The preceding warranty cure shall constitute SirsiDynix' entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

E. Third Party Software and Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware and Third Party Software and that with the execution of the TIF and/or signing of the quote, Customer will have the right to use the Third Party Software in accordance with the terms and conditions of the Third Party EULA or of this Agreement if no Third party EULA is provided.

Hardware warranties shall be governed by the manufacturer's warranty. Such warranties begin on shipment of the third party products from the manufacturer, whether shipment is to SirsiDynix or to Customer. SirsiDynix makes no warranties of any kind with respect to the Hardware.

Third Party Software warranties, if any, shall be governed by the terms of the Third Party EULA. SirsiDynix makes no warranties of any kind with respect to Third Party Software.

F. Disclaimer. THE WARRANTIES SET FORTH IN SECTION 8A, 8B, 8D AND 8E OF THIS AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT THE SIRSIDYNIX SOFTWARE, DOCUMENTATION, DELIVERED MATERIALS OR CONTENT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.

9. FEES, TAXES, PAYMENT.

A. Fees and Payment Terms. Fees or other charges for licenses, products, and Services shall be as specified in the TIF and/or signed quote. Fees are exclusive of, and Customer is responsible for, shipping costs. Invoices shall be considered past due 30 days after the date

shown thereon. Past due balances are subject to the lesser of a 1½% per month interest charge (18% per annum) or the highest rate allowed by law. Unless expressly provided otherwise in the TIF and/or signed quote, fees paid or payable for Software licenses or Support are not contingent under any circumstances upon the performance of any Professional Services (including implementation services) or Training Services.

B. Taxes. Unless otherwise noted, the prices in this Agreement do not include taxes. Customer agrees to pay any taxes, other than those based on SirsiDynix' net income, arising out of this Agreement. If Customer has tax exempt status, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate prior to execution of this Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying taxes due.

10. CONFIDENTIALITY.

SirsiDynix acknowledges that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

By virtue of this Agreement, the Parties may be exposed to or be provided with certain confidential and proprietary information of the other Party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing Party ("*Confidential Information*"). Confidential Information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of this Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation. SirsiDynix' placement of a copyright notice on any portion of any Software or any update to such Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix.

Except as expressly permitted by law, each Party will protect the other's Confidential Information from unauthorized dissemination and use the same degree of care that each such Party uses to protect its own non-public and confidential information, but in no event less than a reasonable amount of care. Neither Party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Neither Party will disclose to third parties the other's Confidential Information without prior written consent of the other Party.

Information shall not be considered Confidential Information to the extent, but only to the extent, that the disclosing Party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving Party; (ii) was in the receiving Party's possession before receipt from the disclosing Party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; (iv) has been independently developed by one Party without reference to any Confidential Information of the other; or (v) is required to be disclosed by law provided the receiving Party has promptly notified the disclosing Party of such requirement and allowed the disclosing Party a reasonable time to oppose such requirement.

11. CUSTOMER'S RIGHTS TO PRIVACY.

SirsiDynix and Customer shall comply with all applicable privacy and data protection laws and regulations. Customer may choose to provide personal information to SirsiDynix on behalf of third parties (including, Customer's contacts, partners, patrons, and administrators) as part of this Agreement. Customer represents and warrants that it will comply with any applicable laws to provide notices to or obtain permissions from any such individuals to allow sharing of their personal information with SirsiDynix for the purpose of allowing SirsiDynix or its agents to facilitate Customer's agreements and related services. No personal information will be disseminated by SirsiDynix

to any third parties, except as consented to by Customer or required by law. Customer consents to SirsiDynix' and its agents' use of the contact information provided by Customer for purposes of administering its agreements, the business relationship, and related services and with SirsiDynix' sharing of Customer's information with Customer's designated representatives, partners, patrons, and administrators for such purposes, including allowing such individuals to update Customer's contact information on Customer's behalf.

12. INDEMNIFICATION.

SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software or SaaS Services infringe a third party's intellectual property rights ("Claim"). For purposes of this section, "Intellectual property rights" means any USA patent, registered copyright, trade secret or registered trademark. SirsiDynix will indemnify Customer against all damages and costs attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix' expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix.

SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or SaaS Services or used a release other than a current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of a current unaltered release of the SirsiDynix Software or SaaS Services, or (ii) the combination, operation or use of the SirsiDynix Software or SaaS Services with software or data not provided under this Agreement.

If it is adjudicated that an infringement of the SirsiDynix Software or SaaS Service by itself and used in accordance with this Agreement infringes any USA patent, registered copyright, trade secret or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the SirsiDynix Software or the SaaS Service; (ii) replace or modify the SirsiDynix Software or the SaaS Service so it becomes non-infringing; or (iii) (a) with respect to the SirsiDynix Software license: remove the SirsiDynix Software in question and refund its net book value based on a straight-line basis over a five year period commencing on the Go Live Date and (b) with respect to SaaS Services: terminate such Service and refund any prepaid fees for SaaS Services after the date of termination.

This section states SirsiDynix' entire obligation to Customer and Customer's sole remedy for any claim of infringement.

13. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THIS AGREEMENT) TO CUSTOMER AND ANY THIRD PARTIES UNDER THIS AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 12 (Indemnification), WILL BE LIMITED TO THE PAYMENTS MADE BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM. IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SIRSIDYNIX BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE) INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR TREBLE DAMAGES ARISING FROM CUSTOMER'S

OR ITS USER'S USE OF THE WEBSITES, CONTENT OR DATABASE IN ANY MANNER, INCLUDING WITHOUT LIMITATION ANY CLAIM RELATING TO THEIR USE OR INABILITY TO USE THEM, OR THE ACCURACY OF THEIR CONTENT. NO CLAIM ARISING OUT OF THIS AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF TWO YEARS OR THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

14. TERM AND TERM.

A. Term. The term of this Agreement shall be for not less than three (3) years or the term specified in an amendment to this Agreement, executed by both parties, whichever is greater. The term shall automatically renew each year thereafter upon the anniversary of the Go Live Date.

B. Termination. Either Party may terminate this Agreement immediately upon written notice if the other Party commits a non-remediable material breach of this Agreement or if the other Party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching Party within 30 days of being notified in writing of such breach. Customer acknowledges that its distribution or use of the Software or SaaS Services in violation of this Agreement constitutes a non-remediable material breach. Following termination of this Agreement (for whatever reason), each Party will deliver to the other any property of the other Party in its possession or control in good condition, reasonable wear and tear excepted. Upon SirsiDynix' request, Customer agrees to certify that it has returned or destroyed all copies of the Software, Developed Materials and Confidential Information and acknowledges that its rights to use the same are relinquished. Neither Party will be liable for any damages arising out of the termination of this Agreement, provided that such termination will not affect any right to recover damages sustained by reason of material breach or any payments owing under the Agreement.

Where the non-breaching Party has a right to terminate this Agreement, the non-breaching Party may at its discretion either terminate this Agreement or the applicable TIF and/or signed quote, or terminate this Agreement in respect of those parts of the Agreement which can be severed from the remainder and which provide for the performance of those obligations which the breaching Party has not performed.

15. GENERAL.

A. Force Majeure. The Parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control. This provision does not relieve Customer of its obligation to make payments then owing.

B. Assignment. SirsiDynix may assign this Agreement and all of its rights and obligations herein without Customer's approval to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither Party may otherwise assign or transfer this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

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

D. Export. If Customer exports any of the Software, it must comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law. Customer shall not knowingly, directly or indirectly,

without prior written consent, if required, of the office of Export Administration of the United States Department of Commerce, or the United States Department of State, export or transmit any of the Software to any country or organization to which such transmission is restricted by applicable regulations or statutes.

E. Non-discrimination. Neither SirsiDynix, nor any officer, agent, employee, or subcontractor of SirsiDynix, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex or physical handicap directly, indirectly or through contractual or other arrangements.

F. Non-solicitation. For a period of one year following the Effective Date, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party.

G. Compliance. During the term of this Agreement and for a period of one year following its termination, Customer shall maintain and make available to SirsiDynix records sufficient to permit SirsiDynix or an independent auditor retained by SirsiDynix to verify, upon ten days' written notice, Customer's full compliance with the terms and requirements of this Agreement. Such audit shall be performed during regular business hours. If such verification process reveals any noncompliance by Customer of this Agreement, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process (including, but not limited to the fees of an independent auditor) incurred by SirsiDynix, and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section does not constitute a waiver of SirsiDynix's termination rights.

H. Notices. Any notice required or permitted to be sent under this Agreement shall be delivered by hand, by overnight courier, by pdf via email, or by registered mail, return receipt requested, to the address of the Parties first set forth in this Agreement or to such other address of the Parties designated in writing in accordance with this subsection.

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

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

K. Survival. The following provisions will survive any termination or expiration of this Agreement or a TIF: 1, 2B, 2C, 2D, 6C, 7, 8B, 8C, 8F, 9, 10, 12, 13, and 14.

L. No Waiver. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

M. Modification. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

N. Section Headings. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

O. Entire Agreement. This Agreement constitutes the Parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the Parties relating to its subject matter during its term. It also replaces any prior contractual agreements between the Parties for SirsiDynix-provided products and services.

P. Order of Precedence. In the event of a conflict between a Purchase Order and this Agreement, this Agreement shall prevail, provided, however, that such standard variable terms such as price, quantity, tax exempt status, payment terms, shipping instructions and the like shall be specified on each quote incorporating such Purchase Order. All pre-printed terms of any Purchase Order executed prior to or after this

Agreement shall have no effect. In the event of a conflict between the terms of this Agreement and a Third Party EULA, the Third Party EULA will take precedence over the terms of this Agreement in accordance with section 2C.

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement, which shall inure to the benefit of and be binding upon the successors of the respective Parties, to be signed and entered as of the Effective Date.

SIRSIDYNIX	EL DORADO COUNTY LIBRARY
By: _(Authorized Signature)_	By: _____ (Authorized Signature)
Printed Name: Gary Rautenstrauch	Printed Name: Ron Briggs
Title: CEO	Title: Chairman, Board of Supervisors
Date: 22 June 2009	Date: _____

The County Officer or employee with responsibility for administering this Agreement is Jeanne Amos, Director of Library Services, or successor.

Attest:

Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By:_____   Dated:_____
   Deputy Clerk

09-0918.B.8

SCHEDULE 1

TRANSACTION-SPECIFIC INFORMATION FORM (TIF)

This Transaction-Specific Information Form (TIF) is attached to and becomes a part of the Master Software License and Services Agreement dated _____ ("Agreement").

CUSTOMER INFORMATION

Name: El Dorado County Library

E-Mail: lbelko@eldoradolibrary.org

Contact Name: Laura Belko

Fax: _____

Address: 345 Fair Lane, Placerville, CA 95667

Voice: 530-621-5544

SHIPPING AND BILLING INFORMATION

"Ship to" address:

345 Fair Lane
Placerville, CA 95667

"Bill to" (if different):

Attn: Laura Belko
345 Fair Lane
Placerville, CA 95667

Shipping Terms:

FOB Shipment

DESCRIPTION OF ITEMS AND SERVICES BEING PURCHASED/LICENSED:

Customer requested an updated agreement for the System currently in operation by Customer. All future purchases shall be done in accordance with and subject to this Agreement. For a list of Customer's assets currently on maintenance, see Exhibit 1 – List of Current Customer Assets. For additional products and/or services Customer wishes to purchase at this time, see Exhibit 2 – SirsiDynix Quote #13871.

LICENSE SCOPE, USE AND RESTRICTIONS

Pricing for license and/or use and support is based on number of titles or annual circulation: Pricing for Academic, Special, and School Users is based on the number of titles, and SaaS applies corresponding User level limits. Pricing for Public Users is based on annual circulation, and SaaS applies corresponding User level limits. Should these variables increase, Support fees for the Customer will be subject to potential increases at the then-current pricing.

OTHER TERMS

In the event of a conflict, the terms of this TIF take precedence over the terms of a quote attached hereto, if any.

"Go Live Date" means, with respect to the SirsiDynix Software license orders, the date on which the SirsiDynix Software is available for operational use for normal daily business, including searching the public access catalog and circulating materials.

For terms and conditions regarding SirsiDynix' connection to Customer's server, see Exhibit 3 – Authorization for Release of Data Information, attached hereto and incorporated herein by reference.

FEES AND PAYMENT TERMS

Subsequent years' Support, Subscription and SaaS Services fees are to be paid annually in advance on the anniversary of the Go Live Date.

Following the first year of System operation, Support, Subscription, and SaaS Services fees will be subject to annual increase.

Any discounts that may be listed on a signed quote will be applied to the final invoice associated with it.

CUSTOMER INITIAL HERE _____

DATE INITIALED _____

SIRSIDYNIX
CONFIDENTIAL AND PROPRIETARY

SCHEDULE 1 TO MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

09-0918.B.9

SirsiDynix

EXHIBIT 1

El Dorado County Library

Item Number	Item Description	Serial Number	Qty	Coverage Effective Dates From	To	EOL Date	Price
M-1924	9XX Order Interface (Acq.)		1	9/1/2009 -	8/31/2010		485.40
M-1928	Academic Reserves		1	9/1/2009 -	8/31/2010		0.00
M-1960	Acquisitions and Fund Acctng		1	9/1/2009 -	8/31/2010		0.00
M-1967	Additional Library Fee		1	9/1/2009 -	8/31/2010		321.35
M-2002	Backup Circulation		1	9/1/2009 -	8/31/2010		0.00
M-2016	Bibliographic & Inv. Control		1	9/1/2009 -	8/31/2010		0.00
M-2044	Circulation Control		1	9/1/2009 -	8/31/2010		0.00
M-2192	iBistro/iLink Suite		1	9/1/2009 -	8/31/2010		0.00
M-2272	MARC Import/Export Utilities		1	9/1/2009 -	8/31/2010		0.00
M-2358	ReferenceLIBRARIAN		1	9/1/2009 -	8/31/2010		0.00
M-2369	Reporting Module		1	9/1/2009 -	8/31/2010		0.00
M-2422	SmartPort		4	9/1/2009 -	8/31/2010		0.00
M-2436	Standard Sirsi System Software		1	9/1/2009 -	8/31/2010		0.00
M-2369	Reporting Module		1	9/1/2009 -	8/31/2010		0.00
M-2553	Unicorn Migration Package		1	9/1/2009 -	8/31/2010		24,722.57
M-2648	Webcat WWW Catalog		1	9/1/2009 -	8/31/2010		0.00
M-2664	WorkFlows Staff Clients		70	9/1/2009 -	8/31/2010		0.00
M-2713	Z39.50 Version 3 Server		1	9/1/2009 -	8/31/2010		0.00
	Annual Unicorn Software Maintenance						**25,529.32**
M-0981	SIP2 Interface Per Cert Vendor		1	9/1/2009 -	8/31/2010		404.50
	Annual Software Maintenance for Other SirsiDynix Products						**404.50**
M-0542	Datastream Subscription		80000	9/1/2009 -	8/31/2010		10,786.56
	Annual Third-Party Subscription						**10,786.56**

⑤ SirsiDynix

Quote for El Dorado County Library

El Dorado County Library
Quote Date: February 2, 2009
Quote: 13871
Quote Valid until: June 16, 2009
License Agreement Number:

EXHIBIT 2

For More Information...
Gary Voran
gary.voran@sirsidynix.com

Client Information

Contact Information

Name: Gary Parks
Address:
345 Fair Lane
Placerville, California 95667
United States

Email: gparks@eldoradolibrary.org
Phone: (530) 621-5541
Fax: 5306223911

Billing Information

Address:
Attn: Laura Belko 345 Fair Lane

Placerville, California 95667
United States

Shipping Information

Address:
345 Fair Lane
Placerville, California 95667
United States

Cost Summary

Component	Cost
Software	$820.00
Services	$680.00

09-0918.B.11

SirsiDynix

Detailed Cost Information

Investment Proposal	SIP II			
Number Of Annual Circulation:	200,000			

Quantity	Item Description	Unit Cost	Extended Cost	2nd Year Maintenance
Software:				
1	Unicorn SIP2 Interface Per Certified Vendor			
	Software Subtotal:		$820.00	$160.00
Services:				
1	Product Delivery - SirsiDynix Symphony/Unicorn/Horizon/Dynix SIP2/NCIP Additional Port Configuration			
	Configuration of additional port for SIP2/NCIP.			
1	Project Management - SirsiDynix Project Management Fees			
1	First Year Software Maintenance	$150.00	$150.00	
	Services Subtotal:		$680.00	$0.00
	Subtotal:		$1,500.00	
	Grand Total:		$1,500.00	

Prices and products presented here are valid for 90 days from the date of this proposal. The information contained herein is proprietary and intended only for the individual named above. To place an order for the above products and/or services, please sign and FAX this document to:

North America: (256) 704-7067   UK: 01494 777 555
Brossard Office (Quebec): (450) 445-1217   Australia: 61 3 8851 3599

Annual Maintenance pricing is provided for budgeting purposes only.
<End-User Agreement Attached>

09-0918.B.12

Maintenance Summary

Component	Year 1	Year 2	Year 3	Year 4	Year 5
Software	$150.00	$160.00	$180.00	$200.00	$210.00
Subscription	$0.00	$0.00	$0.00	$0.00	$0.00
Services	$0.00	$0.00	$0.00	$0.00	$0.00
Hardware	$0.00	$0.00	$0.00	$0.00	$0.00
3rd Party	$0.00	$0.00	$0.00	$0.00	$0.00
Integrated Product	$0.00	$0.00	$0.00	$0.00	$0.00
Yearly Totals	$150.00	$160.00	$180.00	$200.00	$210.00

Annual support and/or subscription fee estimates are for budgetary purposes only; your SirsiDynix billing coordinator will work with you annually to determine final support charges. SirsiDynix reserves the right to change support fees without notice.

09-0918.B.13

Other Terms

SirsiDynix may add and/or substitute equivalent products for any third party items in the event of product unavailability, Software requirements and/or model number changes.

Customer's data must be provided to SirsiDynix in a format approved by SirsiDynix or additional data conversion/migration charges will apply. De-duping is the Customer's responsibility, unless stated otherwise in writing.

"Go Live Date" means, with respect to the SirsiDynix Software license orders, the date on which the SirsiDynix Software is available for operational use for normal daily business, including searching the public access catalog and circulating materials.

If Customer purchases Hardware, Hardware warranties shall be governed by the manufacturer's warranty. Such warranties begin on shipment of the third party products from the manufacturer, whether shipment is to SirsiDynix or to Customer. SirsiDynix makes no warranties of any kind with respect to Hardware being purchased by Customer.

09-0918.B.14

Fees and Payment Terms

Term of any quoted subscriptions is for no less than three (3) years. Subscriptions shall be paid in advance and early termination of any quoted subscription for any reason will incur a reassessment fee of the full amount of the discount on the Quote of the subscription received by the customer plus interest. Reassessment amount will be due within 30 days of early termination. All subscription auto-renew annually after the initial three (3) year term on the date of the signing of the quote unless 60 days prior to termination is received in writing to legal@sirsidynix.com.

The initial term of maintenance and support shall be no less than three (3) years, and shall commence on the Go-Live date. Maintenance and support shall be paid in 12-month installments in advance and shall auto-renew on an annual basis after the initial term. Subsequent years' maintenance and support, subscriptions and SaaS Services fees are to be paid annually in advance on the anniversary of the Go-Live date.

Following the first year of System operation, Support, Subscription, and SaaS subscription fees will be subject to annual increases.

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

Hardware fees
100% due upon delivery of client SirsiDynix Hardware to Customer

SirsiDynix Software license fees
100% due upon delivery of client SirsiDynix Software to Customer

Subscriptions fees
100% of first year's subscription(s) due at Go Live Date

Support/Maintenance fees
100% of first year's Support due at Go Live Date (unless product is in use by Customer prior to Go Live Date, in which case that Product's Support fees will be due at date of initial use).

Services
50% due upon completion of first data test load
50% due upon completion of production data load of bibliographic and item records

Harmony Upgrade Services:
100% due upon completion of production data load of bibliographic and item records

SaaS, Initial
50% of total for Services and first year subscription fees due upon execution of the Agreement
50% of total for Services and first year subscription fees due upon date of initial live use of SaaS Services

SaaS Migration
100% of total for Services and first year subscription fees due on date of initial live use of SaaS Services.

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

09-0918.B.15

Page intentionally left blank

09-0918.B.16

Signatures

El Dorado County Library

By:

_____

(Authorized Signature)

Printed Name:
Ron Briggs

Title: Chairman
Board of Supervisors

Date:

_____

The above document is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

Attest:

Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By:_____   Dated:_____

Deputy Clerk

09-0918.B.17

SirsiDynix

EXHIBIT 3

Authorization for Release of Data Information

I, the owning hardware administrator, hereby authorize Sirsi Corporation d/b/a SirsiDynix, with principal offices at 400 West Dynix Drive, Provo, Utah 84604 ("SirsiDynix") and its agents, suppliers, and its subcontractors, to connect and access the current Integrated Library System (ILS) and associated hardware servers. I authorize SirsiDynix to extract all databases, policies and configuration information as required by SirsiDynix for the project. I authorize the transfer of this information to SirsiDynix computers for the purposes of evaluation, conversion, and/or import into the SirsiDynix product. I understand that all data information will only be revealed to agents, suppliers, and subcontractors of SirsiDynix. I understand that no data information will be published to other Customers of SirsiDynix or any unassociated resource without my consent.

While connected to your server, SirsiDynix staff will execute a suite of programs which reads your current databases and creates a text file on your server containing the data in a flat ASCII format. One file is created for each data type to be extracted and/or loaded into your new ILS system. These programs are executed with the lowest possible priority in order avoid interruption with your daily activities. These executables can be run while your current ILS is in operation. Please add notes to the bottom of this form if there are disk drivers or file systems that SirsiDynix staff should use or avoid.

This authorization shall be in force for the duration of the project. I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to my SirsiDynix Project Manager Representative. I understand that SirsiDynix's liability in any matter relating to this project will be limited to the payments made by my organization during the previous 12 months for the product or service which is the subject matter of the claim, and any such liability shall exclude any indirect, special, incidental, exemplary punitive, treble, or consequential damages. I understand that SirsiDynix warrants only that the service shall be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services, which does not mean that the service shall be error free. I understand that SirsiDynix is not responsible for any loss caused by: 1) modifications made to the System by anyone other than SirsiDynix, 2) the combination, operation or use of the System components with any items not supplied by SirsiDynix to Customer, 3) my organization's failure to use any new or corrected versions of the System components made available by SirsiDynix, 4) SirsiDynix's adherence to my organization's specifications or instructions, 5) any deviation by my organization from the SirsiDynix Software operating procedures. I understand that declining access to my current ILS system will cause information loss in the migration to the SirsiDynix ILS product. I understand that SirsiDynix cannot be held liable for the information loss.

Additional Comments Regarding Disk Drivers or File Systems: _____

_____

_____

_____

CUSTOMER INITIAL HERE _____

DATE INITIALED _____

09-0918.B.18

AMENDMENT TO
MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT
WITH
EL DORADO COUNTY LIBRARY

This amendment ("**Amendment**") is made by and between **El Dorado County Library,** with address at: 345 Fair Lane, Placerville, CA 95667 ("**Customer**"), and **Sirsi Corporation dba SirsiDynix** ("**SirsiDynix**"), with offices at 400 W. Dynix Drive, Provo, Utah 84604, and shall be effective as of this ___ day of _____ 2009 ("**Effective Date**").

Whereas the parties have entered Master Software License and Services Agreement with an effective date of _____ (the "**Agreement**");

Whereas the parties hereto wish to amend certain terms of the Agreement, now therefore, for good and valuable consideration the receipt of which is hereby acknowledged, SirsiDynix and Customer agree as follows:

---

1. Definitions.

For purposes of this Amendment and attached Quote, the following terms shall have the meaning set forth herein:

"**Content**" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material to which Customer is provided on-line access to through SirsiDynix on a subscription basis.

"**License Metrics**" means the limitation on the usage of each of the Software or SaaS Services as designated and/or defined in the applicable Quote by a term such as the number of titles, circulation, users, students, seats, reports, and the like.

"**Maintenance** means the technical support and provision of Updates for the level of support services ordered, all of which are provided under SirsiDynix's Support Policies in effect at the time the Services are provided. A current version of such Support Policies can be found at

http://clientcare.sirsidynix.com/index.php?goto=Knowledge&pid=1&docs&kcat_id=58.

"**Quote**" means the document executed by the parties specifically referencing this Schedule, which contains Customer's order specific information, including description of Software and Maintenance ordered, License Metrics and associated fees and payment terms.

"**SaaS Services**" means the provision of (i) Software as a service (SaaS) hosted by SirsiDynix from a server farm that is comprised of application, data and remote access servers used to store and run the Software and Customer Data, and/or (ii) web access to Content and (iii) associated Maintenance.

"**Software**" means the SirsiDynix Software and Third Party Software.

"**System**" means the total complement of hardware and Software furnished and maintained by SirsiDynix.

"**Third Party Software and Products**" means content and software including Documentation and Updates, owned by an entity other than SirsiDynix which are to be provided to Customer by SirsiDynix on a pass-through or OEM basis pursuant to the terms of the EULA.

All other capitalized terms used herein have the meaning set forth in the Agreement, unless expressly stated otherwise in this Amendment.

2. Amendments.

The parties agree to amend the Agreement as follows:

The following clauses are deleted:

Exerpt from Section 3.B.: "Support shall be provided on an annual basis. Following the first anniversary of the initial Support term, and unless the License Period has expired, Support services shall be automatically renewed from year to year unless Customer gives written notice 60 days prior to the end of the initial Support period or any extension thereof, of its intention to terminate the Support service."

and replaced with the following:

Term and Renewal. Maintenance and/or SaaS services (collectively "Services") commences on 1 September 2009 and subject to State Statutes, continues through the term set forth in the Quote ("**Initial Term**"). Following the end of the Initial Term, Services shall automatically renew for the same length as the Initial Term ("**Renewal Term**"), unless Customer gives written notice 60 days prior to the end of the Initial Term or any Renewal Term, of its intention to terminate Services. Written notice shall be given to legal@sirsidynix.com or by registered mail to SirsiDynix Legal, 400 W. Dynix Drive, Provo, Utah 84604. The pricing for the first twelve months of any Renewal Term shall be provided in writing by SirsiDynix no less than 90 days prior to the end of the Initial Term or any Renewal Term. Renewal pricing may increase.

Subject to timely payment of the applicable fees, Maintenance is provided for all Software, unless otherwise noted in the Quote, provided however that with respect to Third Party Software, SirsiDynix's obligation is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software.

Third Party Software and Products. SirsiDynix may add and/or substitute functionally equivalent products for any Third Party Products in the event of product unavailability, end-of-life, or changes to software requirements. Use of the Third Party Software and Products subject to all terms and conditions of the applicable Third Party EULA and SirsiDynix makes no warranty with respect to such. Customer's sole remedy with respect to such shall be pursuant to the original licensor's warranty, if any, to SirsiDynix, to the extent permitted by the original licensor. Third Party Software and Products are made available by SirsiDynix on an "AS IS, AS AVAILABLE" BASIS.

Use. Software and/or Services purchased may be accessed by or used to manage no more than the number of License Metrics specified in the Quote. Additional License Metrics may be purchased under an additional Quote at the pricing as defined in the Quote in effect at the time the additional License Metrics are added, prorated for the remainder of the

then-current Term. The Services for added License Metrics shall terminate on the same date as the pre-existing Services. Fees are based on Software and/or Services and License Metrics purchased and not actual usage.

3. **Unless expressly amended in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.**

If the foregoing correctly sets forth your understanding of your agreement with respect to the matters treated above, please indicate your acceptance and approval below and return either a PDF or a fax of the signed document to legal@sirsidynix.com or 801-223-5561; with an original to follow to the Legal Department at 400 West Dynix Drive, Provo UT 84604 USA.

This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of such counterparts shall constitute one and the same instrument. PDF documents and facsimile transactions shall be considered and have the same effect as originals.

El Dorado County Library

Authorizing Signature	
Name	Ron Briggs
Address	330 Fair Lane Placerville, CA 95667
Title	Chairman, Board of Supervisors
Date	

SirsiDynix

Authorizing Signature	
Name	Gary Rautenstranch
Address	400 West Dynix Drive Provo, UT 84604
Title	CEO
Date	22 June 2009

Attest:

Suzanne Allen de Sanchez, Clerk of the Board of Supervisors

By:_____ Dated:_____
    Deputy Clerk

SirsiDynix

LONG TERM MAINTENANCE AND/OR SAAS SERVICES
QUOTE for
EL DORADO COUNTY LIBRARY

Dated: 18 June 2009

Initial Term of Maintenance or SaaS Services: Three (3) years
Initial Term Pricing for SirsiDynix Products/Services: 6%

Fees for the Initial Term are due annually in advance on 1 September.

The above quoted Initial Term price is for SirsiDynix products or services only. Third Party/integrated product/service fees may, at the discretion of the Third Party, increase more than the above noted Initial Term pricing and shall be increased accordingly by SirsiDynix. SirsiDynix reserves the right to adjust Initial Term pricing in regards to Third Party/integrated products/services.

All other capitalized terms used herein have the meaning set forth in the Agreement, unless expressly stated otherwise in this quote.

El Dorado County Library

Authorizing Signature	
Name	Ron Briggs
Address	330 Fair Lane Placerville, CA 95667
Title	Chairman, Board of Supervisors
Date	

SirsiDynix

Authorizing Signature	
Name	Gary Rautenstrauch
Address	400 West Dynix Dr, Provo, UT 84604
Title	CEO
Date	22 June 2009

Attest:

Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By:_____ Dated:_____

Deputy Clerk

09-0918.B.21