

# ORIGINAL

## ADDENDUM V TO AGREEMENT #069-V9911

WHEREAS, Sirsi Corporation ("SIRSI") and County of El Dorado ("Licensee" or "County") are parties to a License Agreement dated August 17, 1999, as amended, ("Agreement") and Agreement for Software Support, Maintenance and Update Service, dated August 17, 1999, as amended ("Support Agreement"); and

WHEREAS, the parties desire to amend the Agreement and Support Agreement under the terms and conditions specified herein; and

WHEREAS, Apendix A, Schedule 6, dated September 10, 2002 has been amended to add the 9xx Order Interface for Acquisitions, and SIP2 Interface for Techlogic software and maintenance in the amount of \$3,900, plus applicable sales tax; and

WHEREAS, the new not to exceed amount of the Agreement, as amended including previous amendments or addendums, shall not exceed \$168,274.79; and

WHEREAS, Exhibit "1" to this addendum reflects the amended Apendix A, Schedule 6.

THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the undersigned parties hereby agree to the following additions to the Agreement:

1. "Appendix A, Schedule 6" of the September 10, 2002 Addendum to Agreement, as amended, is hereby amended to add the information attached hereto as Exhibit "1," which by reference is made part of the Agreement:

Except as hereinabove amended, the Agreement and Support Agreement are unchanged, and the applicable portions shall remain in full force and effect.

Dated this 18 day of October, 2005.

### COUNTY OF EL DORADO

By: James R. Sweeney  
Title: **JAMES R. SWEENEY**  
**SECOND VICE-CHAIRMAN**  
Email: \_\_\_\_\_

### SIRSI CORPORATION

By: Steve Sweeney  
Title: Manager of Contract & Purchasing  
Email: steven@sirsi.com  
10/6/05

ATTEST: CINDY KECK, Clerk  
of the Board of Supervisors

By: Cindy Keck  
DEPUTY  
10-18-05

**Exhibit 1**  
**Amended Appendix A, Schedule 6**

<b>*New Software Added in Addition to Previous Addendums:</b>	<b>License and 1<sup>st</sup> Year Maintenance Fee</b>	<b>**Estimated 2<sup>nd</sup> Year Annual Maintenance Fee</b>
<b>9xx Order Interface for Acquisitions</b>	<b>\$2,400.00</b>	<b>\$430.00</b>
<b>SIP2 Interface for TechLogic</b>	<b>\$1,500.00</b>	<b>\$360.00</b>
<b>Total New Software Added in Addendum V to Agreements</b>	<b>\$3,900.00</b>	
<b>Sales Tax</b>	<b>\$ 292.50</b>	
<b>New Total Sirsi Contract Value:</b>	<b>\$168,274.79</b>	

**\*Note: The payment terms for New Software Added herein are as follows:**

**100% of the License and First Year Maintenance Fees upon invoice.**

**\*\*Note: Second and subsequent years annual maintenance fee for New Software Added herein shall be at SIRSI's then-current rates for the then-current configuration.**

# ORIGINAL

## ADDENDUM TO AGREEMENTS

WHEREAS, DATA RESEARCH ASSOCIATES, INC. ("DRA") and County of El Dorado ("Licensee" or "County") are parties to a License Agreement dated August 17, 1999, as amended ("Agreement") and Agreement for Software Support, Maintenance and Update Service, dated August 17, 1999, as amended ("Support Agreement"); and

WHEREAS, effective as of August 29, 2001, DRA was purchased by SIRSI Corporation, a Delaware corporation, located at 101 Washington Street SE, Huntsville, Alabama 35801 ("SIRSI"), and is now a wholly owned subsidiary of SIRSI; and

WHEREAS, the parties desire to amend the Agreement and Support Agreement under the terms and conditions specified herein;

THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the undersigned parties hereby agree to the following modifications to the Agreement and Support Agreement:

1. All references in the Agreement and Support Agreement to "DRA" shall instead refer to "SIRSI".
2. The SIRSI Unicorn Licensed Software products and services as set forth in Appendix A attached hereto and incorporated herein shall be provided to Licensee by SIRSI in lieu of the products and services stated in the Appendix A of the Agreement and Support Agreement. Therefore all references in the Agreement and Support Agreement to "Taos" shall instead refer to "UNICORN".
3. Paragraph 5. License of the License Agreement, the fourth paragraph shall be deleted in its entirety, and the following provision substituted in its place:  
 "Except as otherwise stated herein, the license fees set forth in Appendix A are conditioned upon Licensee's use of the Licensed Software and Third Party Software with no more than the number of Titles or Simultaneous Sessions, and at the specific Licensee locations and institutions listed in Appendix A. In the event Licensee desires to use the Licensed Software and Third Party Software with more than the licensed number of Titles or Simultaneous Sessions, or locations or institutions, Licensee shall provide written notice to SIRSI of such intent. In such event, SIRSI may charge Licensee additional license fees."
4. Paragraph 10. Payment/Taxes of the License Agreement, delete the three payment bullits and replace with the following:  
 "Eighty percent (80%) of the software license fees upon execution of this Addendum.  
 Twenty percent (20%) of the software license fees upon use of the Licensed Software with live data.  
 One hundred percent (100%) of the Third Party fees, Documentation, installation, conversion, training costs, additional products, iBistro Subscription and services and reimbursable expenses as rendered and billed."
5. Effective on the date of Licensees new fiscal year, Fees due under the Support Agreement as set forth on Appendix A, shall be due annually in advance.

Except as hereinabove amended, the Agreement and Support Agreement are unchanged, and the applicable portions shall remain in full force and effect.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**SIRSI CORPORATION**  
**COUNTY OF EL DORADO**

**COUNTY OF EL DORADO**  
**SIRSI CORPORATION**

By: [Signature]  
Title: Contracts manager  
Email: steven@SIRSI.com

By: X [Signature] 9/10/02  
Title: David A. Solaro, Chairman, Board of Supervisors  
Email: \_\_\_\_\_

ATTEST: DIXIE L. FOOTE, Clerk  
of the Board of Supervisors

By: [Signature]  
DEPUTY  
9-10-02

**\*APPENDIX A, Schedule 1**

	<i>Purchase Price</i>	<i>Monthly Maintenance</i>
<b>SOFTWARE</b>		
<b>UnicornOASIS Model F System Base Software for 70 Users, 350,000 titles</b>		
Circulation Module, Cataloging Module, Authority Control, Web-based OPAC Module, (iBistro) Standard UnicornOASIS Reports, Z39.50 Support (Client & Server), Off-line Backup Circulation, Reference Librarian, 70 WorkFlows, 4 SmartPorts	Transferred	\$1,089.00
<b>UnicornOASIS System Base Software Subtotal</b>	<b>\$ 0.00</b>	<b>\$1,089.00</b>
<b>Additional UnicornOASIS Software</b>		
Standard Sirsi System Software	\$25,000.00	\$288.00
UnicornOASIS Acquisitions Module	\$17,640.00	\$176.00
Sirsi Reporting Module and Record Import/Export Utilities	\$22,400.00	\$280.00
<b>Additional UnicornOASIS Software Subtotal</b>	<b>\$65,040.00</b>	<b>\$744.00</b>
<b>Discount</b>	<b>-\$ (3,458.00)</b>	<b>N/A</b>
<b>Software Total:</b>	<b>\$61,582.00</b>	<b>\$1,833.00</b>

\*Sirsi Corporation reserves the right to add and/or substitute equivalent products for any third party items quoted, in the event of product unavailability, software requirements and/or model number change.

APPENDIX A, Schedule 2

<b>SIRSI PROFESSIONAL SERVICES</b>		
<b>Sirsi Migration Services Package</b> Includes Project Manager and Conversion Specialist services to perform complete TAOS- UnicornOASIS database and policy migration, including: <ul style="list-style-type: none"> <li>▪ Server Software Configuration</li> <li>▪ Bibliographic Data</li> <li>▪ Authority Data</li> <li>▪ Item Data</li> <li>▪ Patron Data</li> <li>▪ Circulation Transactions</li> <li>▪ Acquisitions Data</li> </ul>	\$22,500.00	N/A
<b>Recommended Sirsi Training Package</b>		
(1) 3-Day Preinstallation Consultation	\$4,100.00	N/A
(1) 5-day onsite training session	\$6,125.00	N/A
(1) 3-day system administration training class for (1) trainee at Sirsi headquarters	\$ 750.00	N/A
Travel & expenses for Sirsi trainers / consultants	at actual cost	N/A
<b>Sirsi Professional Services Subtotal</b>	<b>\$33,475.00</b>	<b>N/A</b>
<b>Discount</b>	<b>-\$2,475.00</b>	<b>N/A</b>
<b>Sirsi Professional Services Subtotal</b>	<b>\$31,000.00</b>	<b>N/A</b>
<b>Software Total</b>	<b>\$61,582.00</b>	<b>\$1,833.00</b>
<b>TOTAL</b>	<b>\$92,582.00</b>	<b>\$1,833.00</b>

APPENDIX A, Schedule 3

**Optional Software/Services**

The following options can be added to the proposed contract amendment for the El Dorado County Free Library at the prices shown.

<i>Description</i>	<i>Purchase Price</i>	<i>Annual Support</i>
Additional 3-Days On-site Training for Acquisitions	\$ 4,100	N/A

**Optional Subscription Services**

**iBistro** Data Stream optional subscription for up to 80,000 registered patrons. Includes content data base enrichment with Hot Sites, Best Seller Lists, Reviews, Summaries, Table of Contents, Author Biographies, First Chapter, Cover Images and Annotations, and Fully Cataloged Web Sites, all updated automatically on a monthly basis.

\$8,000/year

**APPENDIX A, Schedule 4**  
**iBISTRO Data Stream Subscription Services Agreement**

This agreement (the "Agreement") is between SIRSI Corporation, a Delaware corporation having its principal offices at 101 Washington Street SE, Huntsville Alabama USA 35801, (hereinafter referred to as "SIRSI"), and County of El Dorado, located at 345 Fair Lane, Placerville, CA 95667, (hereinafter referred to as "LIBRARY" or "the LIBRARY"), to establish the terms and conditions for provision of iBISTRO subscription services.

**Section 1. Term**

The term of the subscription shall be for one-year from the date of access to the iBISTRO Data Stream. This Agreement shall continue for one-year from such commencement date and can be renewed for successive one-year periods upon receipt of either the annual Subscription Fees payment or an acceptable purchase order, unless notice of non-renewal is received by either Party from the other, not less than thirty (30) days prior to the end of the then current one-year period.

**Section 2. Subscription Fees**

The Subscription Fee, detailed in Schedule A, is billed prior to LIBRARY's access to the iBISTRO Data Stream content. Upon installation of the initial iBISTRO Data Stream, the annual Subscription Fees are not refundable. The LIBRARY agrees to pay any taxes arising out of this Subscription, with the exception of taxes based on SIRSI's net income.

**Section 3. Subscription**

During the one-year term of this Subscription and while the iBISTRO Suite Software module is under a current SIRSI maintenance agreement, SIRSI will supply the LIBRARY with the currently available updated iBISTRO Data Stream content enrichment, which may include best sellers, book awards, popular web sites, reviews, tables of contents, book jacket images, synopses and annotations, and author notes. The LIBRARY will access such content enrichment (including one copy of the related documentation when appropriate) via an Internet connection download. The LIBRARY acknowledges and agrees that whenever content enrichment derived from the iBISTRO Data Stream is delivered to the LIBRARY or LIBRARY end user, such content enrichment may not be modified, resold, sublicensed or commercially exploited in any way.

SIRSI does not guarantee that the content enrichment matches all of the LIBRARY's titles.

**Section 4. Governing Terms**

Any Software, subscription, programming and/or documentation provided under this Agreement shall be governed by the licensing terms, proprietary rights, warranties, limitations of liability and restrictions contained in the agreements between SIRSI and the LIBRARY under which the LIBRARY's licensed rights for the Software and maintenance of the Software were established. LIBRARY will not modify or remove from the Software its applicable trademark or trade name without SIRSI's prior written consent.

**Section 5. Termination**

In the event: (i) of a breach by the LIBRARY of any of the LIBRARY's obligations hereunder; (ii) of a termination for any reason of the agreements between SIRSI and the LIBRARY under which the LIBRARY's licensed rights for the Software or maintenance of the Software were established; or (iii) of any modification of the Software by or on behalf of the LIBRARY, then, in addition to any other remedies available, SIRSI may, terminate this iBISTRO Data Stream Subscription without any continuing obligation to LIBRARY.

**Section 6. Entirety of Agreement**

Any additional or different terms, which may be contained in any document furnished by LIBRARY to SIRSI, related to this Subscription Agreement are hereby rejected. SIRSI's provision of any product or services shall not be deemed an acceptance of such additional or different terms. This Agreement and the agreements between SIRSI and the LIBRARY under which the LIBRARY's licensed rights for the Software and maintenance of the Software were established are the full and complete understanding between the Parties.

**The LIBRARY acknowledges that it has read and understands this Agreement and agrees to the terms and conditions expressed herein, effective on the date last signed below.**

SIRSI Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

The Library

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_



**SCHEDULE "A"**

To

*iBISTRO Data Stream Subscription Services Agreement*

Period \_\_\_\_\_ to \_\_\_\_\_

<u>Number of Patrons</u>	<u>per year</u>	<u>ANNUAL Subscription Fee</u>
80,000	\$8,000 per year	\$8,000
	<b>Total Subscription Fees</b>	<b>\$8,000*</b>

\*Included in Purchase Price on Appendix A Attachment 6

**APPENDIX A, Schedule 5**

**Requested NT Server Hardware (Compaq)**

<i>Description</i>	<i>Purchase Price</i>	<i>Annual Support</i>
Compaq Proliant ML530 Server configured for 70 concurrent users w/ RAID5	\$19,950	3 Year Warranty
<ul style="list-style-type: none"> <li>▪ (2) 1Ghz P3 Processors</li> <li>▪ 3GB Memory</li> <li>▪ (4) 18GB Disk Drives</li> <li>▪ 4mm DLT Tape Drive (20/40GB capacity)</li> <li>▪ DDS4 DAT Drive 20/40GB Hot Pluggable</li> <li>▪ 5302/32 Smart RAID Controller</li> <li>▪ 10/100 mbps Ethernet LAN Adaptor</li> <li>▪ CD-ROM Drive</li> <li>▪ 15" Flat Panel LCDColor Monitor</li> <li>▪ Keyboard/Mouse</li> <li>▪ 5 – User NT 2000 Server License</li> <li>▪ Compaq Insight Manager and Smart Start Software</li> <li>▪ 3 Year Compaq On-Site Service Warranty</li> </ul>		
Shipping and Installation	\$772	
<b>SERVER HARDWARE TOTAL</b>	<b>\$20,722</b>	<b>3 Year Warranty</b>

**APPENDIX A, Schedule 6**

	Products and Services under the License Agreement dated 8/17/99	Monthly Maintenance in accordance with Agreement for Software Support, Maintenance and Updates dated 8/17/99
Original Agreement & Amendments 1, 2, & 3	\$129,706.14	\$1,833.00
Credit for Software, Services and Hardware	-\$111,647.48	
<b>Remaining Balance Due from 8/17/99 Contract</b>		
UDMS Report Writer Info Tools Suite	\$6,400.00	
Iona Orbix Administrators Guide	\$22.00	
Not-to-Exceed Travel Expenses	\$9,394.94	
UDMS Safari GUI Report Writer Training	\$200.00	
DRA Taos Services Package	\$1,550.00	
Sales Tax	\$491.72	
<b>Subtotal Remaining Balance</b>	<b>\$18,058.66</b>	
iBistro Subscription Services-annual fee	\$8,000.00	N/A
Additional 3-day on-site training for Acquisitions	\$4,100.00	N/A
Unicorn Server	\$20,722.00	N/A
Unicorn Server Sales Tax	\$1,554.15	N/A
<b>Total New Software/Services and Hardware for purchase In accordance with this Addendum to Agreements</b>	<b>\$34,376.15</b>	<b>\$1,833.00</b>
<b>Total amount due in accordance with the Addendum to Agreements</b>	<b>\$52,434.81</b>	<b>\$1,833.00</b>
<b>Total Sirsi Contract Value</b>	<b>\$164,082.29</b>	

Reimbursement for travel expenses detailed in this agreement shall be made in accordance with The County of El Dorado, CA Board of Supervisors Policy, Board Policy D-1.

**Addendum  
to  
Agreement for Software Support, Maintenance and  
Update Service Agreement  
for  
Critical Care Services**

*THIS Addendum is incorporated into and made a part of the Agreement for Software Support, Maintenance and Update Service for SIRSI Corporation's provision of Critical Care Services (defined herein).*

**1. Definition**

"Critical Care Down System Errors" means a call is placed during Critical Care Hours due to the Software being completely inoperable, or the Software is unable to search the library catalog or, is unable to perform these circulation functions: (i) charging or discharging materials; (ii) adding, editing, or clearing patron charges or fines; or, (iii) placing or assigning holds.

The Critical Care Services are not to be utilized for other support error requests, including but not limited to, assistance in the installation of upgrades or updates, or for support of client Software or printing Software errors.

**2. Coverage**

A telephone pager number and a critical care number will be provided to the Library. The Addendum Critical Care number ("ACCS") must be provided to the on-call specialist when a Down System Error after Service Hours call is placed.

During Critical Care Hours, SIRSI shall make its best efforts to acknowledge such Down System Error after Service Hours calls within one (1) hour from the time that the call was placed to the telephone pager number. SIRSI's on-call specialist shall:

- 1 assist in the determination of the problem and offer technical guidance,
- 2 if a determination can not be made by the on-call specialist the Critical Care call will be logged by the SIRSI specialist as a Down System Error to be addressed during Service Hours as detailed in the Software Services Agreement.

The LIBRARY agrees to reimburse SIRSI on a time-and-material basis for any Down System Error claim(s) under this Addendum which, upon investigation, is determined not to be a Critical Care Down System Errors as defined above.

**3. Hours.**

After Service Hours for Down System Error calls ("Critical Care Hours") are Monday through Friday from 7:00 p.m. to 7:00 a.m. Central Time and 24 hours Saturday, Sunday and SIRSI recognized holidays.

**4. Termination.**

This Addendum and the services herein may be terminated by SIRSI upon serving thirty (30) days prior written notice.

AMENDMENT #3

TO

TAOS MIGRATION SOFTWARE LICENCE AGREEMENT

BETWEEN

DATA RESEARCH ASSOCIATES, INC.

AND

COUNTY OF EL DORADO

WHEREAS, DATA RESEARCH ASSOCIATES, INC. ("DRA") and COUNTY OF EL DORADO ("County") are parties to a Taos Migration Software License Agreement dated August 17, 1999, ("Agreement"); and

WHEREAS, the parties desire to modify the Agreement by including additional services to be purchased by County;

THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the undersigned parties hereby agree to the following modifications to the Agreement:

1. Appendix A of the Agreement is hereby modified to include the additional services listed on Exhibit #1 attached hereto and incorporated herein.

Except as hereinabove amended, the Agreement between the parties is unchanged, and the applicable portions shall remain in full force and effect.

Dated this 1<sup>ST</sup> day of May, 2001.

COUNTY OF EL DORADO

By: Penny Humphreys  
Title: PENNY HUMPHREYS, Chair  
5-1-01

DATA RESEARCH ASSOCIATES, INC.

By: Michael J. Mellinger  
Michael J. Mellinger  
President and CEO

ATTEST: DIXIE L. FOOTE, Clerk  
of the Board of Supervisors

By: Margaret B. Moody  
DEPUTY  
5-1-01

APPENDIX A

Data Research Associates, Inc.  
Price Quotation

Prepared for:

Eldorado County Free Library  
Authority Processing

		Unit Price	Purchase Price	Monthly Maintenance
<b>DRA Services</b>				
168,000	DRA Authority Control Setup	\$0.01	\$1,344.00	
168,000	DRA Authority Database Processing	\$0.05	\$8,400.00	
168,000	DRA Output of Authority Records	\$0.00	\$420.00	
168,000	DRA Processing Against the LC Children's Headings	\$0.00	\$0.00	
168,000	DRA Printed List of Unmatched Headings	\$0.00	\$0.00	
168,000	DRA Pre-Processing of Database	\$0.00	\$168.00	
1	DRA Authority Tape Creation	\$52.00	\$52.00	
	<i>Subtotal DRA Services</i>		\$10,384.00	
		<u>Subtotal:</u>	<u>\$10,384.00</u>	<u>\$0.00</u>
		<b>Total:</b>	<b>\$10,384.00</b>	

This quotation is subject to DRA General Terms and Conditions.

APPENDIX A

Data Research Associates, Inc.  
Price Quotation



General Terms and Conditions

1. All prices are quoted F.O.B. manufacturer's plant or warehouse; actual cost of freight and insurance will be added to all invoices, as will any applicable federal, state or local taxes.
2. Unless otherwise specified, all prices for on-site services, such as training or installation, are quoted exclusive of DRA Staff travel expenses. When the service is performed, the customer will be billed actual cost for all travel expenses except meals and incidentals, which will be billed in accordance with the DRA corporate policy governing those items. Some DRA Services require us to limit class size. Contact your Account Manager, or review your DRA contract for specific details.
3. DRA reserves the right to add and/or substitute equivalent products for any third party items quoted herein, in the event of product unavailability, software requirement and/or model number change.
4. All items returned for credit must be done within 30 days of receipt and must be in original packaging. The installing vendor must open all system components. Any packages opened by the customer cannot be returned for credit.
5. Description of Warranty Periods
  - DRA Limited Software Warranty:
    - ◆ 90 Days
    - Software License Upgrade
    - ◆ No Warranty Period. New monthly maintenance begins upon software installation.
  - Third Party Report Writer Limited Software Warranty
    - ◆ 90 Days
  - Hardware Support Warranty
    - ◆ Hardware warranties vary depending upon the item(s) purchased. DRA recommends the purchase of appropriate warranty uplifts to put all hardware items on the same warranty schedule. See your Account Manager for details.
6. This price quotation expires sixty (60) days from the quotation date shown.
7. Unless otherwise specified, all prices quoted are in United States Dollars.

AMENDMENT #2  
TO  
TAOS MIGRATION SOFTWARE LICENCE AGREEMENT  
BETWEEN  
DATA RESEARCH ASSOCIATES, INC.  
AND  
COUNTY OF EL DORADO

WHEREAS, DATA RESEARCH ASSOCIATES, INC. ("DRA") and COUNTY OF EL DORADO ("County") are parties to a Taos Migration Software License Agreement dated August 17, 1999, ("Agreement"); and

WHEREAS, the parties added products to the Agreement by execution of Amendment #1 dated August 17, 1999; and

WHEREAS, the parties desire to further modify the Agreement by making certain changes to the products and services to be purchased by County;

THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the undersigned parties hereby agree to the following modifications to the Agreement:

1. Appendix A of the Agreement as amended by Amendment #1 is hereby further modified to substitute in its entirety, the products and services listed on Exhibit #1 attached hereto and incorporated herein, for the products and services included on the original Appendix A of the Agreement and Exhibit #1 of Amendment #1.

Except as hereinabove amended, the Agreement between the parties is unchanged, and the applicable portions shall remain in full force and effect.

Dated this 11<sup>th</sup> day of October, 1997.

COUNTY OF EL DORADO

By: Jean Amos  
Title: Library Director

DATA RESEARCH ASSOCIATES, INC.

By: Michael J. Mellinger  
Michael J. Mellinger  
President and CEO



**Exhibit #1**

**Please see attached price quotations.**

DRA QUOTATION  
ORD9902176

September 13, 1999

Data Research Associates, Inc.  
Price Quotation

Prepared for:  
Eldorado County Free Library

	Unit Price	Purchase Price	Monthly Maintenance
<b>Software</b>			
1 DRA Staff Training/Software Testing Files	0.00	0.00	5.00
1 DRA Offline BkUp Circulation Site License Min 250U	0.00	0.00	25.00
1 Iona Orbix Server License	5,000.00	5,000.00	63.00
70 Iona Orbix Runtime License	10.00	700.00	
1 ODI OODBMS Software 70 Users, Current Customer	17,640.00	17,640.00	220.00
1 UDMS Report Writer Info Tools Suite for 70 Users	22,400.00	22,400.00	280.00
1 UDMS Windows NT Documentation	200.00	200.00	
1 DRA System Operator Manual	90.00	90.00	
1 DRA Cataloging Software License for 70 Users	0.00	0.00	287.00
1 DRA Public Access Software License for 70 Users	0.00	0.00	176.00
1 DRA Circulation Software License for 70 Users	0.00	0.00	234.00
1 DRA Acquisitions Software License for 70 Users	0.00	0.00	176.00
1 DRA Z39.50 Client/Server Software Lic./70 Users	10,530.00	10,530.00	367.00
1 Iona Orbix Administrators Guide	22.00	22.00	
1 DRA Transfer of DRA Software License	5,000.00	5,000.00	
		<u>61,582.00</u>	<u>1,833.00</u>
<i>Subtotal Software</i>			

DRA Services

DRA QUOTATION

September 13, 1999

ORD9902176

	Unit Price	Purchase Price	Monthly Maintenance
1 DRA Travel Expenses	12,000.00	12,000.00	
1 UDMS Safari GUI Report Writer Training	2,000.00	2,000.00	
1 DRA Taos Services Package	16,000.00	16,000.00	
1 DRA Circulation Training 1500			
1 DRA Basic Operator Training 2000			
2 DRA Pre-Installation Consulting Service 2000			
1 DRA Installation of Applications Software 5000			
1 DRA Technical Services Training 1500			
1 DRA Web 2 Training 2000			
1 DRA Server Setup	1,000.00	1,000.00	
		<u>31,000.00</u>	
<i>Subtotal DRA Services</i>			
		<u>\$92,582.00</u>	\$1,833.00
Subtotal:			0.00
Discount:			0.00
Freight:			0.00
<b>Total:</b>		<u><u>\$92,582.00</u></u>	



QUOTATION

September 17, 1999

RD9902208

	Unit Price	Purchase Price	Monthly Maintenance
1 HP LH Server Support Pack, 4 Hour, 3 YR	1,295.00	1,295.00	
2 HP 9.1GB U2SCSI HD 3.5LP 7200RPM	649.00	1,298.00	
		<u>18,700.00</u>	

Subtotal Hardware

Software

1 Veritas Backup Exec V7.3 CD NT M/SVR	1,395.00	1,395.00	
		<u>1,395.00</u>	

Subtotal Software

Subtotal:	\$20,095.00	\$0.00
Discount:		0.00
Freight:		0.00
Total:	<u>\$20,095.00</u>	

# ORIGINAL

AMENDMENT #1  
TO  
TAOS MIGRATION SOFTWARE LICENCE AGREEMENT  
BETWEEN  
DATA RESEARCH ASSOCIATES, INC.  
AND  
COUNTY OF EL DORADO

WHEREAS, DATA RESEARCH ASSOCIATES, INC. ("DRA") and COUNTY OF EL DORADO ("County") are parties to a Taos Migration Software License Agreement dated August 17<sup>th</sup>, 1999, ("Agreement"); and

WHEREAS, the parties desire to modify the Agreement by including additional products to be purchased by County;

THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the undersigned parties hereby agree to the following modifications to the Agreement:

1. Appendix A of the Agreement is hereby modified to include the additional products and services listed on Exhibit #1 attached hereto and incorporated herein.

Except as hereinabove amended, the Agreement between the parties is unchanged, and the applicable portions shall remain in full force and effect.

Dated this 17<sup>th</sup> day of August, 1999.

COUNTY OF EL DORADO

DATA RESEARCH ASSOCIATES, INC.

By: [Signature]  
Title: J. MARK NIELSEN, Chairman

By: [Signature]  
Michael J. Mellinger  
President and CEO

ATTEST: DIXIE L. FOOTE, Clerk  
of the Board of Supervisors

By: [Signature]  
DEPUTY  
8-17-99

Exhibit #1

DRA QUOTATION  
QTE99015593

Data Research Associates, Inc.  
Price Quotation

Prepared for:  
Eldorado County Free Library

		Unit Price	Purchase Price
<b>Hardware</b>			
1	HP 9.1GB U2SCSI HD 3.5LP 7200RPM	749.00	749.00
1	DRA Taos Windows NT Server Package	17,612.00	17,612.00
1	US Robotics 56K ITU V.90 External D/F Modem		
1	Microsoft NT ServerV4.0 CD WNT 5U AE Service Pak		
1	Belkin Patch Cable 3FT 4PR RJ45 Blue Level 5		
1	Belkin Patch Cable 10FT 4PR RJ45 Blue Level 5		
1	Microsoft Services For UNIX V1.0 WNT		
1	APC Back-UPS Pro 650		
1	HP SureStore DAT 24I Internal Tape Drive		
1	HP Mouse W/MINI-DIN INT VECTRA		
1	DRA Install/Setup Training of Client Workstations		
1	HP Color Monitor 52 15IN 13.8 VIS		
1	HP Keyboard for HP NetServer		
1	HP HP NetServer LH3 6/400 128MB NOHD		
1	HP NETServer 6/400 512KB Processor Upgrade		
1	HP 128MB 100MHZ ECC SDRAM DIMM Add-on Memory		
1	HP 256MB 100MHZ ECC SDRAM DIMM Add-on Memory		
3	HP 9.1GB U2SCSI HD 3.5LP 7200RPM		
1	Belkin Cable 10FT IBM Parallel DB25/Centronics		
1	Belkin Serial Adapter Cable DB9F/DB25M		
1	Compaq LA400 Serial/Parallel Dot Matrix Printer		
1	DRA Server Setup		
1	HP LH Server Support Pack, 4 Hour, 3YR	1,295.00	1,295.00
	<i>Subtotal Hardware</i>		19,656.00
<b>Software</b>			
1	Seagate Backup Exec WNT EE V7.0 CD	1,395.00	1,395.00
	<i>Subtotal Software</i>		1,395.00
	Subtotal:		\$21,051.00
	Sales Tax on Above Items		\$1,579.00
	Sales Tax on Software in Agreement		\$4,662.00
	Contract Total (Agreement and Amendment #1):		\$120,451.00

Summary

	<u>Purchase Price</u>	<u>Monthly Maintenance Fees</u>
Software License Fees	\$61,582.00	\$1,833.00
Services	\$31,000.00	
Hardware	\$20,095.00	
Sales Tax on Software and Hardware	\$6,125.00	
<b>TOTAL</b>	<b>\$118,802.00</b>	<b>\$1,833.00</b>



TAOS MIGRATION  
SOFTWARE LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), is made and entered into this 17<sup>th</sup> day of August, 1999, by and between DATA RESEARCH ASSOCIATES, INC., a Missouri corporation, duly qualified to conduct business in the State of California, whose principal place of business is located at 1276 North Warson Road, St. Louis, Missouri 63132, and whose local place of business is 2511 Garden Road, Suite A160, Monterey, CA 93940 ("DRA") and COUNTY OF EL DORADO, a political subdivision of the State of California, located at 345 Fair Lane, Placerville, CA 95667 ("County").

WHEREAS, County has determined that it is necessary to obtain a contractor to provide installation of software and training for the upgrade of the current library automation software product to be used by the Library of El Dorado County; and

WHEREAS, DRA has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of such services provided by DRA are in the public's best interest, are more economically and feasibly performed by outside independent contractors as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code 31000;

In consideration of the mutual covenants herein, and for other good and valuable consideration, the undersigned parties hereby agree to the following terms and conditions:

1. Scope of Services. County has previously purchased licenses for various library automation software modules owned by DRA. County desires and DRA is willing to exchange such software licenses for DRA's new generation library automation software, as further described herein.
2. Definitions. The following terms have the following meanings in this Agreement:
  - a. "Licensed Software" is the applications software modules owned by DRA, and licensed to County pursuant to the provisions of this Agreement, including computer programs, Documentation, and any subsequent updates provided.
  - b. "Central Processor" is the hardware component or "Server Machine(s)" of the system located at the County's central site which executes instructions and programs of the operating systems software, Licensed Software and Third Party Software, and that is comprised of one or more central processing units (CPU's).
  - c. "Documentation" refers to DRA's manuals, handbooks, and user information, regardless of format, relating to the operation and functionality of the Licensed Software and Third Party Software.
  - d. "Simultaneous Sessions" refers to the number of simultaneous invocations of the Licensed Software and Third Party Software.
  - e. "Third Party Software" refers to software sublicensed and/or distributed by DRA, but developed and owned by a third party.
3. Term of Agreement. This Agreement shall become effective when fully executed by both parties and shall continue in effect unless otherwise terminated by either party in accordance with the provisions of this Agreement.
4. Migration. The purpose of this Agreement is to set forth the understandings of the parties concerning the migration by County from its current library automation software licensed by DRA, to the new generation software licensed by DRA known as "Taos". The parties agree that except as may be otherwise specified herein, effective thirty (30) days following implementation by County of the initial Taos software module in production mode, all obligations of the parties under prior agreements, including but not limited to the:

- Software Products Purchase Agreement dated 12/26/89, as amended; and
- Customer Support Services Agreement dated 12/26/89, as amended;

shall be deemed completed in their entirety, and superceded by this Agreement.

5. License. The Taos Licensed Software, Third Party Software, and any Documentation itemized in Appendix A herein shall be provided to County subject to payment of the license fees listed in Appendix A herein, and in accordance with the terms and conditions of this Agreement. The Licensed Software, Third Party Software, and Documentation, including any updates provided, may be duplicated only as provided herein, and with inclusion of all copyright notices. The licenses granted in this Agreement shall continue unless terminated as provided herein.

The rights acquired by County hereunder are expressly subject to a non-transferable, non-exclusive, limited license to use the Licensed Software and Third Party Software only as specified in this Agreement. This limited license includes the right to use and modify certain proprietary source code files for County's own design purposes, for its use in accordance with the provisions herein. DRA is not responsible for any consequences of modifications made by County.

County acknowledges that no title to or ownership of the Licensed Software or Third Party Software or any modifications thereof is transferred to County, and that the Licensed Software and Third Party Software remains the proprietary property of DRA or others from whom DRA has attained distribution rights, and is protected by federal copyright law. County covenants to respect the confidential and trade secret nature of that Licensed Software and Third Party Software, by restricting use and access as described herein. County promises not to reverse engineer or otherwise recreate the form of expression or underlying ideas, (collectively "Recreate") contained in any portion of the Licensed Software or Third Party Software. County covenants not to suffer or permit others to Recreate the Licensed Software or Third Party Software.

Except as otherwise stated herein, the license fees set forth in Appendix A are conditioned upon County's use of the Licensed Software and Third

Party Software on no more than Seventy (70) Simultaneous Sessions. In the event that County desires to use the Licensed Software and Third Party Software on more than Seventy (70) Simultaneous Sessions, County shall provide written notice to DRA of such intent. In such event, DRA may charge County additional license fees.

DRA reserves the right to audit use of the Licensed Software for the purpose of verifying compliance with the software license provisions herein. Failure by DRA to audit Licensed Software use, or to enforce any provisions herein, shall not be construed as a waiver of such right by DRA to enforce such provisions at any time in the future.

#### U.S. GOVERNMENT RESTRICTED RIGHTS

The Licensed Software, Third Party Software, and Documentation are provided with "RESTRICTED RIGHTS". Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of DFARS 252.227-7013, or FAR 52.227-19, or in FAR 52.227-14 Alt. III, as applicable.

6. Duplication/Nondisclosure/Use. The Licensed Software and Third Party Software (including any subsequent improvements or updates and Documentation, and any parts thereof) may only be used on the Central Processor(s) on which it is first installed, plus one (1) NT Server(s), and may only be copied, in whole or in part, for use on such Central Processor(s). In the event that an equipment malfunction occurs in the designated Central Processor(s), the Licensed Software and Third Party Software (or copies thereof) may be used on another single Central Processor on a temporary basis during such malfunction.

The Licensed Software and Third Party Software for workstations ("Client" software) is licensed for use by County on the number of workstations stated in Appendix A herein for Client licenses. County agrees to monitor such software use, and maintain a listing of the workstations on which the Client software is installed. In the event workstations are no longer going to be used by County, County agrees to delete all Licensed Software and Third Party Software from such machines.

County may not give away, rent, lease, or otherwise sell, sublicense, distribute or transfer the Third Party Software, Licensed Software or any modifications thereto without the prior written consent of DRA.

County understands and agrees that the unauthorized disclosure of the Third Party Software or Licensed Software and any modifications thereto by County would irreparably damage DRA, and County agrees to protect the confidentiality of the Third Party Software and Licensed Software to the same extent it would protect its own property. County agrees to exercise diligence in preventing dissemination to unauthorized personnel. County agrees to use all reasonable efforts to ensure that its employees and contractors abide by the terms and conditions of this Agreement. County shall only use such Licensed Software and Third Party Software to process its own business records.

County may not remove any copyright, trademark, or other proprietary notices from the Third Party Software or Licensed Software or the media. County agrees to conspicuously display DRA's copyright notice on the logon/start-up screen of the Licensed Software. County shall use the following notice, or such other reasonable notice as DRA shall from time to time require: Copyright © 1997-1999 Data Research Associates, Inc. All rights reserved.

Except in the event of termination as hereinafter specified, the Licensed Software licenses granted hereunder shall last forever.

7. Transfer of License. DRA agrees to permit the transfer of the Licensed Software and Third Party Software to a different Central Processor(s) purchased or leased by County, provided that County shall first obtain the consent of DRA. Such Central Processor(s) shall become the only Central Processor(s) licensed to use the Licensed Software and Third Party Software, and County shall certify that all copies of the Licensed Software and Third Party Software on the original system have been destroyed.
8. Delivery. Delivery will be made F.O.B. manufacturer's plant or warehouse, with shipping charges to be paid by County. DRA will select the carrier, but in so doing, accepts no liability therefor. Insurance will be provided on the Licensed Software and Third Party Software while in transit, and the amounts therefor will be reimbursed by County. The schedule for delivery shall be mutually agreed upon by the parties.
9. Location. DRA will install the Licensed Software hereunder for use only on the above-referenced

Central Processor located in County's facilities at Placerville, CA. Installation cost, plus reasonable travel expenses, shall be in accordance with Appendix A herein.

10. Payment/Taxes. Payment to DRA by County shall be made in accordance with the following schedule:

- Fifty percent (50%) of the software license fees upon delivery of the Licensed Software.
- Fifty percent (50%) of the software license fees ninety (90) days following installation of the Licensed Software.
- One hundred percent (100%) of the Third Party Software license fees, Documentation, installation, conversion, training costs, additional products and services and reimbursable expenses as billed.

County will pay the amounts due hereunder within thirty (30) days of receipt of an invoice therefor. In the event that an undisputed invoice is not paid within thirty (30) days, a finance charge of eighteen percent (18%) per annum will be charged on the unpaid balance.

Prices are exclusive of all sales, use and like taxes. If applicable, County shall certify, and provide appropriate documentation thereof, that it is exempt from all known federal, state or local sales, use or like taxes. Any tax DRA may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the County and such sums shall be due and payable to DRA upon receipt of an invoice therefor. Any personal property taxes levied after delivery shall be paid by County.

11. Training. DRA agrees to provide County with the services of qualified personnel for the period of days indicated in Appendix A herein, to train County's staff in the use of the Licensed Software according to mutually-agreeable training plans at the cost stated in Appendix A. A maximum of eight (8) persons will be trained in a given session. County will reimburse DRA for reasonable travel, lodging, and meal expenses incurred for such training, in accordance with DRA's corporate employee travel expense policies, in the amounts stated in Appendix A herein.

12. Conversion. DRA will provide conversion services to County as indicated on Appendix A attached hereto and incorporated herein.

13. Additional Products and Services. County agrees to purchase the additional products and services itemized in Appendix A, for the costs stated therein.

14. Warranties/Maintenance/Support. The Licensed Software purchased hereunder identified as "New DRA Licensed Software" in Appendix A herein is warranted to perform in accordance with the applicable Documentation for ninety (90) days from installation thereof. Third Party Software is warranted to perform in accordance with the applicable Documentation for the time period stated in Appendix A. County's sole recourse in the event the Licensed Software or Third Party Software does not conform to the applicable Documentation, is repair or replacement of the product, which shall be determined by DRA. Following expiration of the warranty period, DRA will provide maintenance, support and consultation services in the use of the Licensed Software and Third Party Software in accordance with a valid Software Support Agreement negotiated separately herefrom.

DRA will provide maintenance, support and consultation services in the use of the Licensed Software migrated from a previous DRA system, in accordance with a valid Software Support Agreement negotiated separately herefrom.

EXCEPT AS PROVIDED HEREIN, DRA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PRODUCT(S), THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

15. County Representations. County represents that its operations staff is competent and fully trained in the operation of the hardware and its operating system software.

16. Contractor to County. It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, DRA shall act as contractor only to County, and shall not act as contractor to any other individual or entity affected by this Agreement nor provide information in any

manner to any party outside of this Agreement that would conflict with DRA's responsibilities to County during the term hereof.

17. Independent Contractor. DRA is and shall be at all times, deemed independent and wholly responsible for the manner in which it performs services required by terms of this Agreement. DRA exclusively assumes responsibility for acts of its employees, associates and sub-contractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

18. Assignment. Neither party shall assign this agreement, in whole or in part to any other person or entity without the prior written consent of the other party.

19. Copyright/Right to Grant License. The Licensed Software and Third Party Software is protected by copyright and trademark laws and international treaties. Title, ownership rights, and intellectual property rights in the Licensed Software and Third Party Software remain in DRA and/or its suppliers. Use of the Licensed Software, Third Party Software, and associated Documentation is subject to the applicable copyright laws and the express rights and restrictions of this Agreement. Any rights not expressly granted herein are reserved. DRA hereby warrants that at the time of delivery of the Licensed Software and Third Party Software, it has the right to grant the license(s) hereunder.

20. Patent/Copyright Infringement Indemnity. If notified promptly in writing of any actions (and all prior claims relating to such action) which may be brought against County based on a claim that County's use of the Licensed Software infringes a United States patent or copyright, DRA will defend such action at its expense, provided that DRA shall have sole control of the investigation, defense and settlement of any such action.

21. Termination/Return of Licensed Software. Either party shall have the right to terminate this Agreement if the other party:

- (a) Assigns this Agreement or any of its rights hereunder without obtaining the prior written consent of the other party;
- (b) Neglects or fails to perform or observe any of its existing or future obligations under this Agreement;

- (c) Makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of its property; and/or
- (d) Is adjudged as bankrupt;

and any of the above condition(s) is not remedied within thirty (30) days after written notice thereof has been given to the other party.

In the event of cancellation and/or termination as set forth above, County shall pay DRA for the services rendered by DRA's employees as of the effective date of cancellation and/or termination based on the then prevailing hourly billing rates for such DRA employees. County shall also reimburse DRA for its out-of-pocket expenses, such as supplies and travel. County agrees to immediately return to DRA all copies of all proprietary materials, including, but not limited to the Licensed Software, Third Party Software and Documentation. Any Licensed Software and Third Party Software licenses granted shall terminate, and the rights, obligations and liabilities of each party shall cease. If County refuses to so return the same, DRA shall have the right to pursue all legal and equitable remedies available, including but not limited to repossession of the software electronically. County's intentional interference with DRA's ability to exercise its rights hereunder shall subject County to such costs as may be incurred in DRA's enforcement of such rights, including but not limited to, reasonable attorneys' fees and court costs.

22. Indemnification. DRA SHALL ASSUME THE DEFENSE OF, AND INDEMNIFY AND SAVE COUNTY HARMLESS FROM AND AGAINST ALL DAMAGES AND LIABILITY RESULTING DIRECTLY FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF DRA IN THE PERFORMANCE OF THIS AGREEMENT. DRA'S LIABILITY SHALL BE LIMITED TO THE AMOUNT PAID BY COUNTY UNDER THIS AGREEMENT.

DRA WILL NOT BE LIABLE IN ANY EVENT FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, LOSS OF USE OF PRODUCTS OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION OF DRA'S LIABILITY WILL APPLY REGARDLESS OF THE FORM OF

**ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.** Any action against DRA must be brought within eighteen (18) months after the cause of action arises.

23. Insurance. DRA shall maintain, throughout the performance of its obligations under this Agreement, a policy or policies of insurance, as follows:
- a) Worker's Compensation insurance with such limits as may be required by California law;
  - b) A policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of DRA or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence.
  - c) Automobile liability insurance of not less than \$500,000;
  - d) Professional liability insurance with a limit of liability of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence.

DRA will provide County with a Certificate of Insurance evidencing insurance coverage as provided for herein, naming the County of El Dorado, its officers, officials, employees and volunteers as additional insured. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued.

24. Ownership of Library Data. All bibliographic, item, fine, patron, and other records entered into the database of County or supplied to DRA by County are and shall remain the sole property of County. DRA shall not without County's written consent, copy or use such records except to carry out contracted work and will not transfer such records to any other party not involved in the performance of this Agreement, and will return submitted records to County upon completion of the work hereunder. County shall have the right, without the consent of DRA, to extract such data in industry-standard formats, and at no cost to County. County acknowledges that the storage compilation, format and layout constitute proprietary and trade secret information of DRA and are protected by federal

copyright law. DRA agrees to assist County, if requested, in making such extracts, subject to reasonable compensation therefor.

25. Notices. Any notices hereunder shall be in writing and delivered in person, by facsimile, overnight express or by registered or certified mail, return receipt requested, with proper postage prepaid, properly addressed as set forth below. Notice shall be effective upon delivery. Facsimile notices shall also be delivered by U.S. mail, postage prepaid, or another means listed above, but shall still be effective upon facsimile transmission.

FOR DRA:

Michael J. Mellinger, President and CEO  
Data Research Associates, Inc.  
1276 North Warson Road  
St. Louis, Missouri 63132  
FAX: 314-993-8927

FOR COUNTY:

County of El Dorado  
Library  
345 Fair Lane  
Placerville, CA 95667  
Attention: Jeanne Amos  
FAX: 530-622-3911

26. Governing Law. This Agreement is governed by and is to be construed in the United States, under the laws of the state of California. Any dispute resolution action arising out of this Agreement including but not limited to, litigation, mediation or arbitration shall be brought in an appropriate jurisdiction in California.
27. Force Majeure. DRA shall not be liable for any damages resulting from any delay in delivery or failure to give notice of delay which directly or indirectly results from the elements, acts of God, delays in transportation, delays in delivery by DRA's vendors, commercial impracticability, or any other cause beyond the reasonable control of DRA. The delivery schedule shall be extended by a period of time equal to the time lost because of any such delay. DRA shall not be liable for damages resulting from delays by County.
28. Waivers. No waiver of right, obligation, or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right,

obligation, or default shall not be construed as a waiver of any subsequent right, obligation, or default.

29. Severability. If any provision of this Agreement is determined to be unenforceable or invalid, the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.
30. Press Releases. DRA shall have the right to include County's name in its published list of customers, without prior approval of County. With regard to other publicity matters wherein County's name is mentioned in relation to products or services furnished by DRA, DRA agrees to submit to County for approval all such proposed advertising, sales promotion or other copy, and to refrain from publishing or using any such publicity without County's prior written consent, which consent shall not be unreasonably withheld. DRA further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided hereunder are endorsed or preferred by County, unless County agrees otherwise in writing.
- DRA reserves the right, without prior consent of County, to issue any comments or corrections to any press release in which DRA is mentioned in conjunction with this agreement or any services performed pursuant hereto.
- County further agrees to permit DRA to issue any press releases it believes are required by the Securities and Exchange Commission, its stock exchange, or any other regulatory body in order to comply with stock exchange disclosure requirements.
31. Non-DRA Software and Hardware. County shall have the right to install on the system additional software and/or hardware which has not been licensed, sublicensed, distributed or sold by DRA to County. However, DRA shall have no responsibility for maintenance or support of software or hardware not provided by DRA, or for any adverse affects resulting from use or interaction of such products with DRA products. DRA shall incur no additional expense as a result of County's use of such products.
32. Year 2000 Certification. DRA hereby certifies that the DRA Licensed Software is Year 2000 Compliant as defined herein, when configured and used in

accordance with the current related Documentation, provided that all other products (the underlying operating system, other software, firmware and hardware) used with the DRA Licensed Software are also Year 2000 Compliant. A product defined as being Year 2000 Compliant will produce the same results prior to the year 2000 and after the year 2000. Any Year 2000 Compliant product will handle leap years correctly, and will utilize non-ambiguous representation, handling and interpretation of centuries represented by two digits if such representation is allowed by the product.

33. Field Test. County acknowledges that portions of the Taos Licensed Software are under development at the time of execution of this Agreement, and that as a result of requesting to be among the initial DRA customers to migrate to the Taos Licensed Software, DRA may elect, at DRA's sole discretion, to temporarily provide County with pre-release proprietary test software product(s). In such event, County agrees to execute and comply with DRA's standard License Agreement for Field Testing Software.

34. Authorized Signatures. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind said parties to the obligations set forth herein. This Agreement may be amended by mutual consent of the parties hereto, and shall become effective only when in writing and fully executed by duly authorized individuals of the parties hereto.

35. Interest of Public Official. No official or employee of County who exercises any functions or responsibilities in review or approval of services to

be provided under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest direct or indirect in this Agreement or the proceeds thereof.

36. California Residency (Form 590). All independent contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certify that they have a permanent place of business in California. The contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven percent (7%) of each payment made to the contractor during the term of the Agreement.

37. Administrator for County. The County Officer or employee with responsibility for administering this Agreement is Jeanne Amos, Director, Library, or her successor.

38. Entire Agreement. This Agreement is the result of negotiation of the parties and has been agreed to after careful negotiation and discussion. This Agreement constitutes the entire agreement between the parties and supersedes all previous communications and representations or agreements, either written or oral, with respect to the subject matter hereof; and no modification hereof shall be binding on either party unless acknowledged in writing by the duly authorized representative of either party. In the event of a conflict between the terms of this Agreement, and the terms of any Purchase Order issued by County, the provisions of this Agreement shall control.

THIS AGREEMENT IS VALID ONLY IF SIGNED BY COUNTY AND RETURNED TO DRA PRIOR TO AUGUST 31, 1999.

COUNTY OF EL DORADO

DATA RESEARCH ASSOCIATES, INC.

By: [Signature] 8-17-99.  
Title: MARK NIELSEN, Chairman

By: [Signature]  
Michael J. Mellinger  
President and CEO

ATTEST: DIXIE L. FOOTE, Clerk  
of the Board of Supervisors

By: [Signature]  
DEPUTY  
DRA / EL DORADO 8-17-99

Appendix A

Products and Services to be Purchased

Data Research Associates, Inc.  
Price Quotation

Prepared for:

El Dorado County Library

Migration to Taos Integrated Library System - Windows NT O/S

Quotation for Data Research Associates, Inc. (DRA) SOFTWARE ONLY licenses for upgrade/migration to DRA's Taos Library Automation System based on a Hewlett Packard Netserver with Microsoft Windows NT operating system, licensed for 70 simultaneous sessions.

DRA Licensed Software

	Unit Price	Total Price	Maint/mo.
1 ea. MAR-70U	Cataloging Software License Warranty code: DRS 28,665.00	28,665.00	287
1 ea. PAC-70U	Public Access Software License. Warranty Code: DRS 17,640.00	17,640.00	176
1 ea. CIR-70U	Circulation Software License. Warranty code: DRS 23,415.00	23,415.00	234
1 ea. ACQ-70U	Acquisitions Software License. Warranty code: DRS 17,640.00	17,640.00	176
1 ea. DRAI-70U	License to use DRA Search/Retrieval Interface Software for Bibliographic and External Databases. Includes: CORBA server and Z39.50 Client and Server. Also included is a 70-session license to use DRA Web on any supported platform. Documentation included. 29,348.00	29,348.00	367

Allowance for previously purchased DRA Licensed Software

1 ea. SFTWRE-ALLOW	Allowance for software previously purchased from Data Research Associates. -101,176.00	101,176.00-	0
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New DRA Licensed Software

1 ea. TRAIN-FILES	Training Files to be used to train staff and test software. 0.00      0.00      5
1 ea. OBC-LICENSE	Offline Circulation Software for use with a PC. When ordering, please note type of PC, operating system and floppy size. License for use on one PC backup circulation system. NOTE: License is free when purchasing a PC from Data Research. Warranty Code: DRS 500.00      500.00      5

Subtotal for DRA Licensed Software modules      \$16,032.00    \$1,250

Third Party Software licenses

1 ea. TAOS-ORBIX	Distributed object management request broker; single server license. Warranty Code: 90 day warranty 5,000.00      5,000.00      63
70 ea. ORB-CLIENT-N	Object broker client license. Pricing is based on DRA software simultaneous use license. 10.00      700.00      0
1 ea. OODBMSP-70U	License for Object Store, database management system, for DRA customers. 23,415.00      23,415.00      292
1 ea. SAFARI-70U	Safari Report Generator Software (NON-GUI). 16,000.00      16,000.00      315

Subtotal for Third Party Software Licenses      \$45,115.00    \$670

DOCUMENTATION - (final documentation may vary from list)

1 ea. UDMS-WNT-DOC	UDMS Documentation Kit. Windows NT O/S. 200.00      200.00      0
1 ea. SYS001-DOC	System Operator's Manual 90.00      90.00      0
1 ea. CIR-DOC-KIT	Circulation Documentation Kit. 360.00      360.00      0
1 ea. TCH-SRV-KIT	Technical Services Documentation Kit. 190.00      190.00      0
1 ea. ACQ-DOC-KIT	Documentation Kit for Acquisitions. 150.00      150.00      0
1 ea. ORBIX-DOC	Iona Orbix Documentation. 22.00      22.00      0

Subtotal for DOCUMENTATION      \$1,012.00    \$0

TAOS INSTALLATION AND TRAINING

NOTE: TRAINING SESSIONS ARE FOR UP TO 8 PEOPLE. TRAINING REQUIREMENTS FOR TAOS MAY DIFFER SOMEWHAT FROM THOSE LISTED.

Travel costs based on five (5) training visits, PLUS ONSITE INSTALLATION OF TAOS SERVER. ADDITIONAL COSTS MAY BE INCURRED FOR SERVER INSTALLATION OF HARDWARE PROVIDED BY ANOTHER VENDOR (COST BASED ON READINESS OF SITE AND EQUIPMENT).

Note Acquisitions training is required. To be purchased following product availability.

1 ea. TRAVEL-NTE	Not-to-exceed amount for travel and lodging expenses. 12,000.00 12,000.00 0
1 ea. PAC-TRAINING	One day of training for Public Access software. Covers training on one interface option. Does not include travel and expenses. 1,000.00 1,000.00 0
1 ea. SOFT-INSTALL	Installation of DRA applications software, plus preliminary operator training. Training to include creation of user accounts and backup procedures. To be completed in one day. Does not include travel and expenses. 5,000.00 5,000.00 0
1 ea. INSTALLATION	Installation of hardware and software. Price is for normal business hours, Monday through Friday 8 am to 5 pm. Travel and Expenses not included. 1,500.00 1,500.00 0
1 ea. SERVER-SETUP	DRA onsite server setup. Does not include travel and expenses. 1,000.00 1,000.00 0
1 ea. PRE-INS-ED-2	Pre-installation visit for two days. This does not include travel and expenses. 2,000.00 2,000.00 0
1 ea. TCH-SRV-TRN	One and a half days of Technical Services training. Covers the creation and maintenance of database and item records. Does not include travel and expenses. 1,500.00 1,500.00 0
1 ea. CIR-TRN-ED-1	Circulation Training This does not include travel and expenses. 1,500.00 1,500.00 0
1 ea. REP-GEN-TRN	Training on the Report Writer software. This does not include travel and expenses. 2,500.00 2,500.00 0
1 ea. OPERATOR-TRN	Basic operator training, to be conducted when the system is installed. 3,000.00 3,000.00 0
Subtotal for TRAINING	\$31,000.00 \$0

## CONVERSION

Conversion includes bibliographic, item, patron, and circulation records.  
Conversion of estimated 200,000 bib records in DRA INLEX format to  
DRA Taos format.

1 ea. DRA-CONVERT	DRA Conversion Services.
0.00	0.00 0

Subtotal for CONVERSION	\$0.00	\$0
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TOTAL	\$93,159.00	\$1,920
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This price quotation is subject to DRA standard terms and conditions.  
All prices are quoted F.O.B. manufacturer's plant or warehouse;  
actual cost of freight and insurance will be added to all invoices,  
as will any applicable federal, state or local taxes.

Unless otherwise specified, all prices for on-site services, such  
as training or installation, are quoted exclusive of DRA staff  
travel expenses. When the service is performed the customer will  
be billed actual cost for all travel expenses except meals and  
incidentals which will be billed in accordance with the DRA  
corporate policy governing those items.

DRA reserves the right to substitute equivalent products for any  
third party items quoted herein in the event of product  
unavailability or model number changes.

Source file: DISK7:[QUOTE]ELD\_TAOS\_MIGRATION\_799.DAT;3  
Prepared 14-JUL-1999 11:11:09.34

ORIGINAL

DATA RESEARCH ASSOCIATES, INC.

AND

COUNTY OF EL DORADO

AGREEMENT FOR SOFTWARE SUPPORT, MAINTENANCE  
AND UPDATE SERVICE

THIS AGREEMENT, made this 17<sup>th</sup> day of August, 1997, by and between DATA RESEARCH ASSOCIATES, INC., a Missouri corporation, duly qualified to conduct business in the State of California, whose principal place of business is located at 1276 North Warson Road, St. Louis, Missouri 63132, and whose local place of business is 2511 Garden Road, Suite A160, Monterey, CA 93940 ("DRA") and COUNTY OF EL DORADO, a political subdivision of the State of California, located at 345 Fair Lane, Placerville, CA 95667 ("County"), is for the following purposes: (a) securing software update service and maintenance on the software described in Appendix A to this Agreement; and (b) providing consulting and support services to assist and advise County in the operation of the computer system which is the subject of that certain Agreement between the parties dated 8-17-97 ("Agreement").

1. **Term.**  
This Agreement shall commence when signed by both parties, and shall be effective for an initial term of twelve (12) months and shall automatically renew thereafter unless terminated by ninety (90) days' written notice by either party.
2. **Scope of Services.**  
During the term of this Agreement, DRA agrees to provide the following services:
  - A. Software Update and Maintenance Service. To the extent DRA makes generally available to its customers updates to the software listed in Appendix A during the term of this Agreement, DRA shall provide such updates, including appropriate documentation, to County at no charge other than that for the media and transportation expense. All such updates and documentation shall be subject to all provisions of the original license for the software. DRA shall remedy any nonconformance of the software in Appendix A with its applicable User's Manual as soon as is reasonably possible after receipt by DRA of written notice from County of such nonconformance. Such corrections shall be made at no charge to the County other than travel, media and transportation expense. However, County shall reimburse DRA on a time-and-materials basis for any claim which upon investigation DRA in good faith determines is not due to nonconformance of the software to the User's Manual. County shall also reimburse DRA for time, materials, and travel expenses in connection with any work requested and performed which is not directly related to software maintenance. In consideration for such services, County shall pay DRA the monthly fees listed in Appendix A, payable in twelve (12) equal monthly installments commencing thirty (30) days from the expiration of the applicable warranty periods.
  - B. Telephone assistance to County for communications with systems support personnel to procure assistance in identification, verification and resolution of problems, and on-site visits where deemed required;
  - C. Written responses to County Software Service Requests ("SSR's"); and
  - D. Improvements and enhancements to software reference manuals generally made available to customers during the term hereof.

3. **Eligibility for Service.**

Software is eligible hereunder upon expiration of the applicable software warranty period. The system on which the software resides must be unmodified and properly maintained at the latest revision level. The system must contain at least the minimum equipment configuration and prerequisite software as specified in the original license agreement between the parties. Maintenance eligibility is also contingent upon proper use of the products by County. If services are requested and performed to remedy a malfunction which is due to the following conditions, such services shall be deemed not to be due to nonconformance of the software to the applicable User's Manual and shall be billable on a time, materials and travel expense basis:

- (a) adjustment, repair or parts replacement is required because of accident, unusual physical, electrical or electro-magnetic stress, neglect, misuse, failure of electric power, air conditioning, humidity control, transportation, failure of rotating media not furnished by DRA, operation with media not meeting or not maintained in accordance with Manufacturer's specifications or causes other than ordinary use;
- (b) products have been modified by County;
- (c) products as specified by Manufacturer or DRA in the documentation or User's Manual are missing;
- (d) products have been dismantled or reinstalled by County without the supervision of or prior written approval of DRA;
- (e) Manufacturer's serial numbers or warranty date decals have been removed or altered; or
- (f) County deviates from the software operating procedures established by DRA in the applicable documentation.

4. **Authorization for Service.**

County shall provide DRA with the names of up to four (4) people who are authorized to log service calls with the DRA Service Desk and Help Desk. It is expected that the staff who are so authorized have been fully trained in the use of the DRA system. The training requirement may be fulfilled by the named individuals attending DRA training classes, or by being trained by someone who was trained by DRA personnel.

In the event County requires additional people to be authorized to log service calls, authorization for additional staff can be purchased for an additional \$50.00 per month, per named individual. These individuals must also be certified as fully trained in the use of the DRA system.

5. **Responsibilities of County.**

County acknowledges and agrees that all software and/or changes, improvements or updates thereto provided to County by DRA are subject to the terms and conditions of the software product license contained in the above-referenced Agreement between the parties. County shall provide DRA with access to County personnel and equipment during normal business hours for the purpose of performing services under this Agreement. This access shall include the ability to dial-in to the computer on which the software is operated and an account on the system at the highest privilege level. Such dial-in shall be at least 28.8 Kbps. County shall maintain a current backup copy of all programs and data.

6. **Most Advantageous Accounting.**  
In the event that DRA determines that a service request may be legitimately performed under multiple portions of this Agreement, such services will be performed pursuant to that portion providing the lowest actual cost to County.
7. **Charges.**  
County shall pay the total monthly charge thirty (30) days from the date of receipt of an invoice therefor. If payment is not made within thirty (30) days, an interest charge shall be assessed for each additional day the invoice remains unpaid at the rate of eighteen percent (18%) per annum. Charges are exclusive of, and County is responsible for, all sales, use and like taxes (unless exempt therefrom as documented by applicable exemption certificate).
8. **Travel Expense.**  
County shall reimburse DRA for reasonable travel expense for those services for which such reimbursement is provided herein. Such expenses may include but are not limited to: meals, private hotel or motel room, taxi or carfare, coach airfare, and tips. DRA will invoice County for such expenses as occurred, and County agrees to pay such invoices within thirty (30) days of receipt thereof.
9. **Price Changes.**  
DRA may, at any time after the initial 12-month term of this agreement, change the price of services provided hereunder by giving ninety (90) days written notice to County.
10. **Assignment.**  
Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written approval of the other party, and any attempt by such party to do so without such approval shall be void.
11. **Force Majeure.**  
DRA shall not be liable for any damages resulting from any delay in delivery or failure to give notice of delay which directly or indirectly results from the elements, acts of God, delays in transportation, delays in delivery by DRA's vendors, or any other cause beyond reasonable control of DRA.
12. **Waivers.**  
No waiver of any right, obligation, or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed as a waiver of any subsequent right, obligation, or default.
13. **Exclusion of Implied Warranties/Limitation of Liability.**  
**EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, DRA DISCLAIMS ALL WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**COUNTY'S RIGHT TO RECOVER PROPERTY DAMAGES CAUSED BY DRA'S FAULT OR NEGLIGENCE SHALL BE LIMITED TO ONE MILLION DOLLARS (\$1,000,000.00). DRA WILL NOT BE LIABLE FOR DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, LOSS OF USE OF PRODUCTS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION OF DRA'S LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT INCLUDING NEGLIGENCE. ANY ACTION AGAINST DRA MUST BE BROUGHT WITHIN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF THE ACTION ACCRUES.**

14.

**Notices.**

Any notices required or permitted under this Agreement shall be in writing and delivered in person, by facsimile, overnight express, or by registered or certified mail, return receipt requested, with proper postage prepaid, properly addressed as set forth below. Notice shall be effective upon delivery. Facsimile notices shall also be delivered by another means listed above, but shall still be effective upon facsimile transmission. The following persons are duly authorized to receive and accept such notice:

**FOR DRA:**

Michael J. Mellinger, President and CEO  
Data Research Associates, Inc.  
1276 North Warson Road  
St. Louis, Missouri 63132  
FAX: 314-993-8927

**FOR COUNTY:**

County of El Dorado  
Library  
345 Fair Lane  
Placerville, CA 95667  
Attention: Jeanne Amos  
FAX: 530-622-3911

15.

**Severability.**

If any provision of this Agreement is determined to be unenforceable or invalid, the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

16.

**Governing Law.**

This Agreement shall be governed by the laws of California both as to interpretation and performance.

17.

**Attorneys' Fees.**

Should either party be required to file a legal action to enforce any provision of this Agreement, the prevailing party shall be paid its reasonable attorneys' fees and costs by the other party.

18.

**Ownership of Library Data.**

All bibliographic, item, fine, patron, and other records entered into the database of County or supplied to DRA by County are and shall remain the sole property of County. DRA shall not, without County's written consent, copy or use such records except to carry out contracted work, and will not transfer such records to any other party not involved in the performance of this Agreement, and will return submitted records to County upon completion of the work hereunder. County shall have the right, without the consent of DRA, to extract such data in industry-standard formats, using standard DRA utilities and at no cost to County. County acknowledges that the storage compilation, format and layout constitute proprietary and trade secret information of DRA and are protected by federal copyright law. DRA agrees to assist County, if requested, in making such extracts, subject to reasonable compensation therefor.

19.

**Modifications to Agreement.**

The provisions of this Agreement may only be modified in writing, and are binding only if executed by a representative of DRA and County authorized to execute legally binding agreements on each party's behalf.

20. Fiscal Considerations. The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and the parties released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be cancelled in its entirety subject to payment for services performed prior to cancellation.

21. Entire Agreement.

This Agreement is the result of negotiation of the parties and has been agreed to by both parties after careful and prolonged discussion. The provisions hereof supersede all prior agreements between the parties regarding software update and maintenance service and consulting and systems support service, and no change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of each party. All other terms and conditions of the Agreement between the parties, and any amendments thereto, pertaining to matters other than the subject matter of this Agreement, shall not be changed hereby. In the event of a conflict between the terms of this Agreement, and the terms of any Purchase Order issued by County, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement in duplicate copies, each of which shall be deemed an original, as of the day and year first above written.

COUNTY OF EL DORADO

DATA RESEARCH ASSOCIATES, INC.

By: X [Signature] 8-17-99  
Name: J. MARK NIELSEN  
Title: Chairman

By: [Signature]  
Michael J. Mellinger  
President and CEO

ATTEST: DIXIE L. FOOTE, Clerk  
of the Board of Supervisors

By: [Signature]  
DEPUTY

8-17-99



APPENDIX A

The following software shall be included under the terms of this Agreement:

<u>Software</u>	<u>Warranty Expiration</u>	<u>Monthly Fee</u>
MAR-70U	No warranty applies	\$287.00
PAC-70U	No warranty applies	\$176.00
CIR-70U	No warranty applies	\$234.00
ACQ-70U	No warranty applies	\$176.00
DRAI-70U	No warranty applies	\$367.00
TRAIN-FILES	90 days following installation	\$5.00
(1) OBC-LICENSE	90 days following installation	\$5.00
TAOS-ORBIX	90 days following installation	\$63.00
OODBMSP-70U	90 days following installation	\$292.00
SAFARI-70U	90 days following installation	\$315.00