

**ORIGINAL**

**AMENDMENT 1  
TO MASTER AGREEMENT  
BETWEEN  
EL DORADO COUNTY LIBRARY  
AND SIRSIDYNIX**

This amendment between the parties listed in the Signature Page and Summary of Agreement (“**Amendment**”), when accepted by Customer, will become part of the Master Agreement and Schedules dated January 29, 2019 (collectively referred to herein as “**Agreement**”), and will evidence our further agreement with respect to the matters set forth below.

All terms used herein and in the Agreement, not defined herein, shall have the same meaning as in the Agreement. If there is any inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment will govern.

The Agreement is hereby modified as follows:

The following section is added to Section 6 INDEMNIFICATION of the Agreement:

**6.1.4 To the fullest extent allowed by law and limited to the Apple Developer agreement for use with BC Mobile, SirsiDynix shall defend, indemnify, and hold harmless the Customer and its officers, agents, employees, and representatives from and against any and all claims, actions, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney’s fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, Customer employees, officers, or agents, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of SirsiDynix, its officers, agents, employees, volunteers, representatives, contractors, and subcontractors. This duty of SirsiDynix includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778 and is subject to any limit provided for in Civil Code Section 2782.S(a) of the cost to defend charged to SirsiDynix for design professional services. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Master Agreement that relates to the Apple Developer agreement, provided that Customer’s failure to immediately or timely notify SirsiDynix does not limit or waive SirsiDynix’s defense and indemnity obligations in this Article except to the extent that such delay prejudices SirsiDynix in any way. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Master Agreement as it relates to the Apple Developer agreement for use with BC Mobile. SirsiDynix is not required to indemnify herein in so far as the acts or omissions which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Customer and its officers, agents, employees, and representatives contribute to the claim, action, loss, injury, damage, or expense herein.**


If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval below.

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. The effective date of this Amendment shall be the date of last signature below (“**Effective Date**”).

SIGNATURE PAGE TO FOLLOW

<b>El Dorado County Library</b> 345 Fair Lane Placerville, California 95667	<b>Sirsi Corporation</b> SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043
Sign: <u></u>	Sign: <u></u>
Print Name: <u>Sue Hovest</u>	Print Name: <u>DANIEL MUNRO</u>
Title: <u>Chair, Bd of Supervisors</u>	Title: <u>SECRETARY / GENERAL COUNSEL</u>
Date: <u>4/30/2019</u>	Date: <u>12 APR 2019</u>

ATTEST: James S. Mitrison  
Clerk of the Board of Supervisors

By   
Kim Dawson, Sr. Deputy Clerk

