GallerySystems
Collect. Manage. Share.

Software License and Maintenance Agreement: TMS Collections

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT, made as of _____, 2019 by and between Gallery Systems, Inc. ("Gallery Systems"), a New York corporation with an address at 5 Hanover Square, Suite 1900, New York, NY 10004-2614, and the City of Riverside ("Client"), an institution with an address at 3900 Main Street, Riverside, CA 92522-0001.

Article 1 The License

Section 1.01 Grant of License. In consideration of the payment by Client of all License Fees, Gallery Systems grants to Client a perpetual, non-exclusive, non-transferable license for the use of TMS Collections, ("the Software"). The License includes the Software application files, documentation, and installer. Implementation of the Software is limited to a single-installed instance of the Software, running against a single copy of the collection database and subject to the limitations on licensed named users as provided in §1.02.

Section 1.02 Number of Concurrent Users. The License entitles the Client to have up to as many person(s) using the Software at any one time per the number of user licenses detailed in the attached Statement of Work (number of "concurrent users") provided that, so long as Client is not in breach of this Agreement, Client shall be entitled from time to time, by payment to Gallery Systems of its standard additional users license fee, to increase the number of concurrent users.

Article 2 Fees

Section 2.01 License Fee. The Client shall pay a one-time License Fee for the License to use the Software per the fee detailed in the attached Statement of Work. This fee is for a concurrent-user version of the Software.

Section 2.02 Other Charges. Client will pay Gallery Systems on a fixed bid basis, defined by the Scope of Work. Any additional programming, conversion, training, systems consulting, or any services beyond those covered in the Scope of Work or maintenance services described in Article 5 must be quoted separately on a fee-for-service basis and are separate from this Agreement. This Software Maintenance and License Agreement is specifically excluded from any terms and conditions of such Statements of Work, including but not limited to payment, tasks to be performed, descriptions of deliverables and any other matters associated with these services. No obligation under this agreement is modified by such Statements of Work.

Section 2.03 Out of Pocket Expenses. Unless otherwise agreed, Client will reimburse Gallery Systems for its actual, reasonable, pre-approved, out-of-pocket expenses for onsite travel as incurred, including, but not limited to, travel time to and from client.

Article 3 Delivery and Installation

Section 3.01 Delivery and Installation of Software. The Software shall be delivered to Client either electronically via SFTP download or via access provided to a remote application server. The date of such delivery shall be deemed the "Delivery Date," unless delivery occurs before the date of this Agreement, in which case the date of this Agreement shall be deemed the Delivery Date. When Client is using Gallery Systems hosting services, the Software will be delivered and installed directly in the hosted server environment by Gallery Systems.

Section 3.02 Client's Responsibility. Client shall be responsible to provide data processing hardware and the manufacturer's operating system software required to operate the Software. The specifications for the currently recommended hardware and software are available on the Gallery Systems website (http://www.gallerysystems.com). Client shall be solely responsible for the proper configuration and maintenance of Client's hardware and software other than the Software. Client shall be responsible to install the Software on all workstations pursuant to the instructions therefore provided by Gallery Systems. When Client is using Gallery Systems hosting services, please refer to applicable Hosting Agreement(s) for relevant terms and conditions.

fails to comply with this section. Notwithstanding the foregoing, Gallery Systems agrees to continue to support the most recent prior version of the Software for one year after the release of the next version.

Article 6 Miscellaneous

Section 6.01 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the Software, and all prior proposals, discussions, and writings by and between the parties and relating to the subject matter herein are superseded hereby. None of the terms of this Agreement shall be deemed to be waived by either party or amended or supplemented unless such waiver, amendment or supplement is written and signed by both parties, and recites specifically that it is a waiver of, or amendment or supplement to the terms of this Agreement.

Section 6.02 Additional Software or Support. Any agreement or purchase order for an optional or additional component or feature or additional support or services that is selected by Client after the date of this Agreement and is not addressed in this Agreement shall be subject to all of the terms and conditions of this Agreement unless otherwise agreed by the parties at such time.

Section 6.03 Client List. Gallery Systems may use the name of the Client in its list of clients.

Section 6.04 Taxes. Client shall be responsible for all sales or use taxes.

Section 6.05 Authorized Maintenance Contact. Client should inform Gallery Systems when staff changes result in a new product Maintenance Contact. It is the responsibility of the client to ensure that Gallery Systems has the most current name, mailing address, email address, and phone number for the authorized contact.

Section 6.06 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials ("Confidential Materials") either created by or provided by the Client to Gallery Systems in connection with the performance of this Agreement shall be held confidential by Gallery Systems, except as otherwise directed by the City of Riverside's Contract Administrator. Nothing furnished to Gallery Systems that is otherwise known to Gallery Systems or is generally known, or has become known, to the related industry shall be deemed confidential. For clarity, the Software is Gallery Systems' intellectual property and any Confidential Materials related to the Software remains Gallery Systems' intellectual property, unless it contains Client data, in which event the Confidential Materials will remain the Client's Confidential Information. Gallery Systems shall not use the City of Riverside's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City of Riverside.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

Gallery Systems, Inc.   City of Riverside

By: _____   By: _____

Name: Jay Hoffman   Name:

Title: CEO   Title:

Date: 21. Nov. 2019   Date:

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: _____
Chief Financial Officer/ City Treasurer

Approved as to Form

By: _____
Rosemary Koo
Senior Deputy City Attorney

GallerySystems
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Statement of Work

Prepared For:
City of Riverside for the Museum of Riverside
3580 Mission Inn Avenue
Riverside, CA 92501

License Fees (One-Time)

Product ID	Description	Quantity	Unit Price	Total Price
TMC-1	TMS Collections User Licenses	3.00	$4,000.00	$12,000.00
AAT-0	Getty Art & Architecture Thesaurus License	1.00	$0.00	$0.00
TGN-0	Getty Thesaurus of Geographic Names License	1.00	$0.00	$0.00
			License Subtotal:	$12,000.00

Maintenance (Annual)

Product ID	Description	Quantity	Unit Price	Total Price
STC-1	TMS Collections Maintenance & Support, annual	3.00	$1,175.00	$3,525.00
			Maintenance Subtotal:	$3,525.00

Services (One-Time)

Product ID	Description	Quantity	Unit Price	Total Price
TPC-1	Project Manager Consulting, days	3.00	$1,900.00	$5,700.00
TCD-1	TMS Collections Data Conversion, days	17.00	$1,900.00	$32,300.00
CSI-RI-1	TMS Collections, Remote Installation, days	2.00	$1,900.00	$3,800.00
TCT-RU2-1	TMS Collections, Remote User Training, days (Level II)	2.00	$1,900.00	$3,800.00
TCT-RU1-1	TMS Collections, Remote User Training, days (Level I)	1.00	$1,900.00	$1,900.00
			Services Subtotal:	$47,500.00

Total: $63,025.00

Applicable Terms & Conditions

Prices are in USD ($) and terms are subject to change.
Prices and terms are strictly confidential

SCOPE

Gallery Systems will under migrate Client's current ArgusNet data to TMS Collection in accordance with the data conversion review provided below. In addition, Gallery Systems will provide project management, installation, training and annual maintenance and support services as detailed below.

Integrated Pest Management	6	Excluded
Loan.Incoming	393	Included
Loan.Outgoing	139	Included
Quilt Day	19	Excluded
Restoration	11	Excluded
Topic Collection	8	Excluded
Transfer	10	Excluded
unknown	14	Excluded

Data Mapping and Conversion Process
The description below is of a complete iteration of the data mapping and conversion process. For larger data conversions, there is usually a test iteration, followed by updates to mapping/conversion coding etc, followed by a final data conversion for 'live' use.

As far as possible, mapping decisions should be made prior to the first iteration, before any conversion coding and processing. The process runs more smoothly if the required time is taken to address mapping and data issues before data is converted.

Import Source Data
Source data is provided in a variety of formats. It has to be imported into a new database in SQL Server, which stores the 'source' data to be converted. This process involves reviewing data types from the original source data into the new source database, checking to see that data is not truncated during the import. Whilst doing this, we try to review possible truncation of data that has occurred during the creation of the source data provided, if this is not a database backup e.g. where a client provides data in Excel files and a column has lots of values in a column which has a limit of 255 characters, of 255 characters: this can indicate truncation.

The above process has to be repeated for each iteration; the first import involves the bulk of the data checking for the above issues.

Initial Data Analysis and Mapping
Once the new data has been imported a 'data mapping' spreadsheet is produced. This provides a breakdown of all the data imported table by table, column by column. The data mapping spreadsheet provides a range of information e.g. columns per table/column indicating; the number of distinct values recorded; the maximum length of values recorded; the number of non-null values recorded etc.

The data mapping spreadsheet supports analysis of the source data and making decisions about whether to convert an item of data or not. Where record counts are very low, these are usually not converted, unless there is a specific reason for doing so.

Since the data map provides a complete overview of the source data, it is also used to begin to piece together the structure of the source data schema. It's almost always the case that GS is not provided with documentation on source data schemas; often this is because the source data provided has been exported from some other source i.e. it's an intermediate product. Using the data map, queries are written to begin linking related items of data, so that e.g. 'Addresses' can be systematically linked to 'People'; 'Locations' to 'Location Transactions'; 'Acquisition Methods' to 'Object Accessioning' etc. The integrity and structure of the source data is discovered and initially reviewed against the TMS data schema: at this point issues are initially identified e.g. missing/broken links between tables; poorly structured data; inconsistent data; repeating values stored in a single column/filed; requirement to parse data. All of these issues are considered with mapping/conversion to the TMS database schema and subsequent use of GS applications to support a client's operations in mind. Sometimes, high-level mapping will be recorded on the mapping spreadsheet at this point – but regardless, it has to be taken into account.

Initial data analysis and mapping usually leads to agreement with a client on: the scope of the data to be converted; the effort required to convert the data.

Detailed Data Analysis and Mapping
Often, this phase of work can use data previously supplied and imported. However, if there has been a gap between an initial estimate and analysis, source data is often re-supplied and imported.

Using the already existing data mapping spreadsheet (or a new version, if required). The data to be converted is analysed in detail and initial mapping decisions made. This largely involves a more in-depth, second iteration, of the process described above, but has to address every table/column in detail, as well as the overall structure and semantics of the source data.

PAYMENT SCHEDULE:

The project has a target completion date of April 30, 2020 for all stages of work and all deliverables included in the Statement of Work (SoW). One hundred percent of fees are due and payable by completion of the project, according to a milestone-based payment schedule as follows:

Item	Stage / Milestone Definition	Percent of contract	Payment	Payment due
1	License	19%	$12,000.00	Upon contract signature
2	License maintenance	5.7%	$3,525.00	Upon beginning of Data Conversion
3	Remote Installation / Project Management	15%	$9,500.00	Upon installation
4	Data Conversion / Application training	60.3%	$38,000.00	Upon completion of Data Conversion

To accept this SOW, please sign below and send to Gallery Systems.

Accepted By: _____   Date: _____

Print Name & Title: _____

Approved as to Form

By: _____

Rosemary Koo
Senior Deputy City Attorney