

THIS SOFTWARE LICENSE AND SOFTWARE MAINTENANCE SERVICES AGREEMENT (the "Agreement") is made this _____th day of _____, 2015 (the "Effective Date")

BY AND BETWEEN

INNOVATIVE INTERFACES INCORPORATED, a company incorporated under the laws of the State of California, (hereinafter referred to as "**Innovative**")

-and-

THE CITY OF RIVERSIDE, (hereinafter referred to as the "**Library**").

WITNESSETH:

WHEREAS, the Library wishes for a license for the use of computer software in conjunction with the operation of the Library, with Innovative providing maintenance of the Software, and,

WHEREAS, Innovative has represented and does hereby represent to the Library, subject to the terms and conditions hereof, that the software and related products and services to be licensed by and purchased by the Library pursuant hereto will satisfy the reasonable requirements of the Library as set forth hereunder;

NOW THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1.00 INTERPRETATION

Where used in this Agreement, unless the context otherwise requires, the following words and phrases have the respective meanings set forth below:

- 1.01 "Agreement," "this Agreement," "herein," "hereunder," and similar expressions, refer to this Agreement and the Schedules annexed hereto and referred to herein, all as amended from time to time, and the expression "Section" followed by a number means and refers to the specified section of this Agreement.
- 1.02 "Free Maintenance Period" means the period one (1) year after the first day of Initial Training (OPAC, Systems administration, evaluation).
- 1.03 "Hardware" "Equipment" or "peripherals" mean the equipment purchased by the Library, and not maintained by Innovative.
- 1.04 "Software" refers to the software developed by Innovative for use in conjunction with library operations as specified in Schedule B, and also includes a) any and all error fixes to releases of the software licensed under this Agreement, and b) any and all non-customized updates, upgrades, modifications and improvements to such software that Innovative may complete during the term of this Agreement. For avoidance of doubt, software that may be developed on a customized basis specifically for the Library shall be the subject of price and term negotiations separate from this Agreement, and memorialized in a written agreement between the parties hereto other than this Agreement.
- 1.05 "Innovative Fees" means the dollar amounts as set out in Schedule C, excluding applicable taxes.

2.00 SUPPLY OF SOFTWARE; TRAINING; MAINTENANCE & SUPPORT

- 2.01 In consideration of the timely payment of the Innovative Fees and subject to all the terms and conditions hereof, including the statistics provided by the Library in Schedule A, which the Library agrees are correct and reliable as of the Effective Date, Innovative shall:
- (a) supply to the Library under license the Software described in Section 3.00;
 - (b) provide access to the Library the Documentation described in Section 4.00;
 - (c) supply training, implementation and testing services (as applicable) as described in Schedule D; and
 - (d) supply maintenance and support services as described in Schedule F.
- 2.02 Subject to the other terms and conditions hereof, the Software will be installed and will become operational in accordance with Schedule B.

3.00 SOFTWARE

- 3.01 Innovative will supply to the Library the Software, as more fully described in Schedule B.
- 3.02 Innovative shall retain ownership of the Software and all modifications thereto. Each licensed Software product, and all reproductions, corrections, modifications, enhancements and improvements thereof, provided by Innovative to the Library, are the exclusive and proprietary property of Innovative. Title and full ownership rights in all licensed Software products and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and Innovative's intellectual property are reserved to and shall remain with Innovative. The Library shall not remove or destroy any patent, copyright, trademark, trade secret, proprietary or confidential legends or markings placed upon or contained or embedded within any licensed Software products and related materials.
- 3.03 Innovative hereby grants to the Library a non-transferable, non-exclusive, non-sublicensable license to use a single copy of the Software (and the Documentation, as described in Section 4.01 of this Agreement) in normal library operations, as long as the Library is current on payment of any fees due and payable pursuant to Schedule C of this Agreement. This Section 3.03 states the complete grant of license to the Software by Innovative to the Library, and no other license, express or implied, is otherwise granted to Library or any other party. The license granted to Library in this Section 3.03 shall terminate automatically if Library fails at any time to make timely payment of any fees due to Innovative under Schedule C of this Agreement.
- 3.04 The Software contains Innovative proprietary information, use of which is limited by the license granted in Section 3.03 of this Agreement. The Library shall not allow the Software or any portion thereof, to be reverse compiled, disassembled, or in any way altered. The Library shall not modify any Software in machine-readable form, nor merge the Software with other software programs. The Library will not disclose or otherwise make available, except as required by law, the Software in any form to any third party except to the Library's employees.

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- 3.05 The Library agrees to keep strictly confidential the Software and Documentation, and any modifications thereto. The Library will not make available or distribute the Software or Documentation in any form whatsoever to third parties without the prior written approval of Innovative.
- 3.06 The Library will retain ownership of the Library-supplied data to be used in relation to the Software. When this Agreement terminates for any reason, the Library-supplied data will be returned to the Library.

4.00 DOCUMENTATION

- 4.01 Within two weeks of the signing of the Agreement, Innovative will provide the Library access to all standard materials published by Innovative and then available for use by licensees of the Software, including web-based user manuals and other relevant materials and documentation (the "Documentation").

5.00 LIBRARY RESPONSIBILITIES & ACKNOWLEDGEMENTS

- 5.01 The Library acknowledges and assumes responsibility for purchasing, installing, configuring and maintaining all hardware components necessary for proper operation of the Software, including but not limited to:
- Firewall;
 - anti-virus software;
 - Library-specific network components, cabling and connectivity including routers, switches, firewalls, cabling and telephone lines;
 - PC Workstations hardware and software, and maintenance including O/S software, software installation & updates and anti-virus;
 - Scanners and maintenance;
 - Printers (e.g. Page, Label and Receipt Printers) and maintenance;
 - Other workstation peripherals;
 - Uninterruptible Power Supplies; and
 - any other required third-party servers and equipment.

The Library will also assume responsibility for determining, in consultation with Innovative, the viability of existing Library computer equipment in conjunction with use with the Software. Such consultation that Innovative may provide will be limited to commercially reasonable efforts.

- 5.02 The Library shall access the Software in the form generated by Innovative, including the trademarks and trade dress appearing therein.
- 5.03 The Library may not use the Software to provide any services to any third party, and shall not use the Software for any purpose other than as set forth in this Agreement.

6.00 REPRESENTATIONS & WARRANTIES; CONFIDENTIALITY; DAMAGE LIMITATIONS & INDEMNITIES

- 6.01 Innovative represents and warrants that the Software will substantially conform to the material specifications described in Schedule E to this Agreement.

- 6.02 The representations and warranties by Innovative as provided for Section 6.01 shall continue in full force and effect for a period of thirty (30) days following initial installation of the Software. If the Library exceeds the Software specifications as described in Schedule E without the express written approval of Innovative, then Innovative shall be relieved from any responsibility for a breach of warranty under Section 6.01 and any other performance guarantees set forth in this agreement. Furthermore, Innovative does not warrant that the operation of the Software and its availability to the Library via the Internet, will be uninterrupted or error-free or that all program defects will be corrected. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Innovative does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack. Innovative provides no warranties or guarantees with respect to any third party software used in conjunction with the Software.
- 6.03 Innovative represents and warrants that it has the full right to offer to the Library the Software and that the Library shall have license and good right to use the same free from any lien, claims, charges or encumbrances, so long as the Library make timely payment of any fees due to Innovative from Library as described in Schedule C hereto.
- 6.04 Aside from the express warranties stated by Innovative in Sections 6.01 through 6.03 of this Agreement, Innovative hereby disclaims any and all other warranties related to the Software or any other products and services offered under this Agreement, including but not limited to warranties of non-infringement, merchantability or fitness for a particular purpose, and whether such warranties are oral or written, express or implied.
- 6.05 Neither party shall divulge or disclose to any third parties the contents of this Agreement without the express written consent of the opposite party. Innovative understand and acknowledges that Library is subject to the California Public Records Act ("Act") and required to comply with all requirements of the Act.
- 6.06 Neither Innovative nor the Library shall be liable to the other for loss, damage, or delay in the work caused by war, riot, the act or order of any competent civil or military authority, strikes, unauthorized work stoppage or by rain, fire, flood, act of God or by any cause which is unavoidable and beyond its reasonable control. In addition, Innovative is not liable for loss or damage suffered by the Library or any third party not caused by the employees, agents or equipment of Innovative.
- 6.07 **INNOVATIVE IS NOT LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER CAUSED.**
- 6.08 **IN NO EVENT WILL INNOVATIVE'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID BY THE LIBRARY TO INNOVATIVE PURSUANT TO THIS AGREEMENT.**

7.0 SOFTWARE TESTING

- 7.01 The testing of the Software shall be completed by Innovative and the Library pursuant to the testing parameters described in Schedule D to this Agreement. The Library represents and warrants that it shall assist with and cooperate with such testing on a timely basis and in good faith.

- 7.02 The testing required under Section 7.01 shall continue for a period not to exceed (ninety) 90 calendar days from date of completion of initial installation. Unless the Library provides Innovative, in writing, with any claim that the Software does not meet material performance specifications on or before expiration of said ninety (90) calendar days, it will be conclusively presumed that the Software has met all performance specifications. In no case shall testing extend beyond one year from the Effective Date.

8.0 PAYMENT

- 8.01 All fees payable to Innovative by the Library shall be payable by the Library in United States Dollars at the times and in the amounts set forth in Schedule C. For avoidance of doubt, any delay in implementation of the Software requested or caused by the Library shall not be grounds for the Library to likewise delay payment of any fees then due and owing.

9.0 TERMINATION

- 9.01 If the Library defaults in payment of any fees due under this Agreement or otherwise fails to fulfill its obligations under this Agreement beyond thirty (30) calendar days after receipt by the Library of written notice from Innovative of such default, then Innovative shall have the immediate right to terminate this Agreement and revoke the software license granted in this Agreement by notice to the Library, and to immediately cease and refrain from providing support and maintenance services under this Agreement. The Library's obligation to pay all charges which shall have accrued shall survive any such termination of this Agreement by Innovative and such revocation of the Software license shall be without waiver of any other remedies Innovative may have at law or in equity.

- 9.02 (i) If Innovative does not fulfill its material obligations to deliver, install and test the Software in accordance with the dates specified in Schedule D; or
- (ii) If the Software when installed does not meet the specifications set forth in Schedule E; or
- (iii) If Innovative is in material default in respect of any covenant, representation, warranty and/or agreement provided herein,

then the same shall constitute an event of default by Innovative hereunder, and upon the happening of any of the aforesaid events, the Library may upon sixty (60) calendar days notice to Innovative specifying Innovative's default terminate this Agreement and such termination shall be without prejudice to any right the Library may have to damages at law or in equity; provided that if Innovative remedies such default within the said 60 day period, this Agreement shall remain in full force and effect.

- 9.03 In the event either party becomes insolvent or voluntarily or involuntarily bankrupt or a receiver, assignee or other liquidating officer is appointed for all or substantially all of the business of either party, or if either party makes an assignment for the benefit of creditors, then the other party, at its option may immediately terminate this Agreement by notice to the offending party to that effect. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and any such assignment or attempted assignment shall be void and in no event shall this Agreement or any rights or privileges hereunder be an asset of either party under any bankruptcy, insolvency or reorganization proceedings.

10.0 GENERAL PROVISIONS

- 10.01 This Agreement is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Agreement to affiliates and successors in interest upon written notice of any such assignment to the other party. Any purported assignment in violation of this provision shall be void and of no effect. Any permitted assignee shall assume all obligations of its assignor under this Agreement.
- 10.02 There are no understandings, agreements or representations, express or implied, between the parties hereto not specified or embodied herein. Any prior commitments, written or oral, made by either party to this Agreement are superseded by this Agreement.
- 10.03 This Agreement shall not be modified, amended, rescinded, cancelled or waived in whole or in part, except by written instrument signed by the parties hereto and no waiver of any of the provisions of this Agreement shall constitute a waiver of any of the other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless expressly so provided therein.
- 10.04 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without application of that state's conflicts of laws rules or principles.
- 10.05 In the event that a claim or cause of action arises out of the interpretation, performance, or breach of this contract, the prevailing party shall be entitled to a reasonable attorney's fee in addition to costs of suit. The parties hereto hereby consent to the personal jurisdiction and venue of the California State Superior court located in Riverside County, California, with respect to any claim or cause of action arising from this Agreement, and hereby waive any objection to such venue based upon the doctrine of *forum non conveniens*.
- 10.06 All notices to be given to or received by the parties hereto shall be in writing and shall be delivered by messenger or mailed by prepaid registered or certified first class mail, with return receipt requested, to any such party at its address which:

in the case of Innovative shall be:

Innovative Interfaces Incorporated
5850 Shellmound Way
Emeryville, CA 94608
Attention: Legal Department

and in the case of the Library shall be:

City of Riverside
Library Department
3581 Mission Inn Avenue
Riverside, CA 92501
Attn: Library Director

Any party may by notice change its address for the purposes hereof. Any such notice shall be deemed to have been given, if delivered by messenger, on the date of its actual receipt, or, if delivered by mail, upon the date that it shall have been properly deposited in the mail.

- 10.07 Save as otherwise expressly provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.
- 10.08 This Agreement is made and becomes effective only when executed by a duly authorized officer of both the Library and Innovative Interfaces.
- 10.09 This Agreement has been prepared in English, and the English version thereof shall prevail and be binding even though a translation may also be prepared.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

THE CITY OF RIVERSIDE

INNOVATIVE INTERFACES INCORPORATED

By _____

Name:

Title:

Date:

By J. Massana

Name: Joaquin Massana

Title: CEO

Date: 7/15/15

INNOVATIVE INTERFACES INCORPORATED

By Sandra L. Curry

Name: Sandra L. Curry

Title: CFO

Date: 7/15/15

APPROVED AS TO FORM

B. J. [Signature]
DEPUTY CITY ATTORNEY

<p style="text-align: center;">SCHEDULE A Library Statistics</p>
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1. Estimated Number of Patron Records 267,045 current 700,000 max
2. Estimated Number of Item Records 538,656 current, 1,600,000 max
3. Estimated Number of Bibliographic (MARC) Records 352,577 current, 800,000 max
4. Estimated Number of Authority Records 6740 current, 1,600,000 max
5. Items Issued Annually FY 13/14 1,171,893
6. Staff Client Licenses 65

7. Name and address of Main LIBRARY location:
Riverside Public Library
3581 Mission Inn Avenue
Riverside, CA 92501

8. Other locations:
Arlington Library, 9556 Magnolia Avenue, Riverside, CA92503
Arlanza Library, 8267 Philbin Avenue, Riverside, CA 92503
Casa Blanca Library, 2985 Madison Street, Riverside, CA 92504
Eastside Library, 4033-C Chicago Avenue, Riverside, CA 92507
La Sierra Library, 4600 La Sierra Avenue, Riverside, CA 92505
Marcy Library, 6927 Magnolia Avenue, Riverside, CA 92506
Orange Terrace Library, 20010-B Orange Terrace Parkway, Riverside, CA 92508

SCHEDULE B
Innovative Software

Prices quoted are in US Dollars

PRICE QUOTATION

License Solution for

THE CITY OF RIVERSIDE

Annual Circulation: 1,171,863
Staff Client Licenses (Polaris DBMS): 65

July 15, 2015

<i>Polaris ILS Licensed System</i>		
Services	Extraction, Migration, Onsite Training, and Project Management	\$53,525
Polaris ILS Server/Client Software Licenses	PAC, Circulation, Acquisitions, Serials, Cataloging, Spanish PAC, Leap, Simply Reports x 2, UMS Interface, Polaris API	\$80,337
Total		\$133,862

License/Maintenance: The Library's current Annual software maintenance fee continues at current amount subject to standard annual cost increases and is not listed in this quote. The amount does not change by migrating to the Polaris ILS.

Polaris Software Solution

The Polaris Integrated Library System (Polaris ILS) is a true client/server system. The Technical Services (or 'Staff') client application was originally based on Windows®2000/XP Professional technologies. The Polaris ILS Public Access Catalog client is a Web-browser application based on dynamic Internet technology. This flexible, dual-client configuration is modeled into a single, completely integrated system. The Polaris ILS is non-modular, and includes Patron Services (Circulation), PAC, Cataloging, Acquisitions, and Serials.

Polaris ILS Software Licenses

Polaris ILS Server licenses x 65 includes:

- Polaris ILS Database (full and documented schema available via Customer Supportal)
- Z39.50 Server
- Faceted Searching
- Relevancy Ranking
- SMTP For email notification (Library may also use other email server)
- Remote Patron Authentication

- System Administration (familiar Directory/Tree structure with point-and-click options)
- Integrated desktop Reports and Notices (with export to Excel, Word, PDF, HTML and XML formats)

Staff Client license x 65, includes:

- Find Tool (over 600 search points available)
- Acquisitions
 - Shopping Cart / Selection List Import (9xx Order Data)
- Serials Control with MARC Format For Holdings
- Cataloging with authority control
 - MARC validation program
 - Bibliographic and authority records importing interfaces
 - Fully integrated WYSIWYG Label Printing
- Circulation
 - Offline circulation, inventory and Bookmobile
 - Group holds
 - OCLC Inter Library Loan Interface
- Record set (bulk change operations for patron, item, authority and bibliographic records)
- Z39.50 client
- Extensive online help

Unlimited PowerPAC Client license includes:

- Polaris ILS PowerPAC supports Internet Explorer, Netscape Navigator, Mozilla Firefox, Opera, Safari
- Multiple database searching
- Z39.50 client
- Patron Authentication
- Credit card payments/donations
- My Account Options: Self-registration, search agent alerts, pre-notification of overdue, reading history, formatted title lists (APA, Chicago Manual of Style, etc.)
- Customizable Dashboards (automated links to bestsellers, subject areas, etc.)
- eCommerce (using either Payflow Link or Payments Gateway Secure Web Pay)

Polaris Software Optional Products Included in this Proposal:

- Collection Agency interface to Unique Management
- Self-check interface to 3rd party Self-Check units x6
- Polaris Express Check units x 4
- Polaris Simply Reports x 2
- Polaris Spanish PAC
- Carousel Toolkit
- Polaris API
- Leap

Leap

The Polaris Leap web application is used to perform the most common library functions, such as registering new patrons, checking out materials, or placing items on hold. Leap is optimized for a desktop computer, but it can be used on a tablet device that can access a modern Web browser, such as an iPad® or Surface™ tablet. It is not designed for mobile phones.

Currently Leap's function is not to replace the Polaris ILS, but to complement it. Because Leap uses the existing database and business objects, changes made in Leap appear in the Polaris ILS Staff Client and vice versa.

In addition, the circulation functions available in Leap are controlled by the same Polaris Administration settings as the corresponding functions in the Polaris ILS Staff Client. This includes staff permissions, which control tasks in Leap in the same way as in the staff client, with a few exceptions.

With Leap running on a mobile device, librarians can interact with their patrons without the limits and barriers inherent in a purely desktop system. Instead of patrons standing in line to check out or pay a fine, librarians can get out from behind the desk and serve patrons wherever they are in the library or out in the community. As a Polaris ILS customer, all you need is Leap and an internet connection to extend library services in unique ways.

Hardware Analysis and Requirements

Network Planning and Compatibility Issues

Deploying a reliable high-speed digital network requires careful preliminary considerations before anything should be assumed or purchased. Today's technology demands that no one should "cut corners" when it comes to the performance of complex systems that can be marginal in a normal operating environment. There are methods and procedures available so that serious and expensive performance issues can be avoided and investments successfully realized. When a Polaris ILS is installed with no existing network infrastructure, certain guidelines and requirements are recommended to ensure optimum performance of the system. The Polaris ILS is based on TCP/IP protocols and uses industry standard techniques and technology for networking. Polaris ILS network topologies and protocols include powerful Ethernet 10BaseT and 100BaseT local area networks, high-speed fiber links, and wide-area digital communications, running a variety of protocols, including TCP/IP. Innovative supports Ethernet LANs using TCP/IP.

Polaris ILS is an all-PC based system requiring, at a minimum, workstations running Windows 7/Current Service Pack with recommended minimum memory of 2GB, or running Windows 8/Current Service Pack with recommended minimum memory of 2GB.

The physical wiring has to be a Category 5, 802.3 Ethernet compliant digital network capable of handling the desired bandwidth (10/100Mbps). Analog equipment is not compatible. When re-using network equipment it is also necessary to consider port capacity and expansion capabilities.

Network Attached Storage

SQL Server, and most other enterprise database systems, employ a transaction log and associated recovery logic to ensure transactional database consistency in the event of a system failure or an unmanaged shut down. These recovery protocols rely on the ability to write directly to the disk media so that when an operating system input/output (I/O) write request returns to the database manager, the recovery system is guaranteed that the write is actually complete or that the completion of the write can be guaranteed. Any failure by any software or hardware component to honor this protocol can result in a partial or total data loss or corruption in the event of a system failure. Because of the risks of network errors compromising database integrity, together with possible performance implications that may result from the use of network file shares to store databases, Microsoft recommends that database files are stored either on local disk subsystems or on Storage Area Networks (SANs).

Innovative Implementation Services

Bibliographic Records: 352,577

Item Records: 539,000

Patron Records: 267,000

Source: Millennium

Services Overview

Installation

Said services will be performed remotely via phone and the Internet by Innovative Implementation Engineer(s) at the rates quoted herein. Any additional days that are required as a result of the failure of non-Polaris ILS equipment or software will be charged at \$1,000 per day per engineer with a half day minimum. Library will be responsible for the physical installation of the server(s).

Implementation/Training

Overview

Innovative shall provide implementation services involving project consultation and training. These services shall include, but are not limited to:

- Assigning an Implementation Manager whose role will be to work in conjunction with the library during the implementation phase of the contract.
- Providing trainers to instruct the Library on the operation of the Polaris ILS application/system administration consistent with the provisions set forth below.

Purpose of the Implementation Site Visit

Your Implementation Manager will schedule a two-day site visit to discuss:

Implementation process, Policy files creation, Data migration issues, Project planning, and Staff Client System Administration.

The Implementation Site Visit requires the participation of the Library's System Administrator as well as representatives from each of the Library's administrative units involved or affected by the implementation of Polaris ILS

Training Philosophy and Fees

Train-the-Trainer Approach: Innovative's approach to training is to thoroughly train a core group (numbers indicated below) at the customer site. This core group will receive in-depth training on the various subsystems. This core group will, in turn, train the remainder of the Library staff. System Administration training is offered as a one-day webinar scheduled on a monthly basis.

Prerequisites: Familiarity with Windows 7, Vista and/or XP Professional is required for all trainees. Up to ten (10) trainees allowed at each training session. Training materials will be provided for each session. Training should take place in a room away from public areas and have the capacity to hold the number of trainees (up to 10) and the Polaris ILS trainer. It is strongly recommended that each trainee have the use of a Library workstation with the Polaris ILS Staff client software installed.

Training Summary

- Implementation Management & Consultation:
 - Implementation process, Policy files creation, Data migration issues, On-Going Project planning, and Staff Client System Administration
 -
- PAC Branding (2 hour maximum – if additional time is required, that will be quoted separately at the rate of \$200/hour):
 - Enable pre-programmed theme selection;
 - Enable predefined set of dashboards selected by the LIBRARY
 - Resize existing library logo;
- 4 Days on-site training covering the following subsystems (includes expenses; to occur after system installation and initial database load): PAC, Patron Services, Cataloging
- 1 Day Web-based training covering the following: Polaris ILS System Administration Interface.
- Simply Reports webinar training.

The following restrictions apply to all on-site training:

- A maximum of ten (10) trainees allowed per session. Additional charges apply for additional trainees. In no case shall the number of attendees in any session exceed 15 people, as the quality of training is negatively affected beyond this class size.
- Training must be scheduled such that a minimum of two training days occur in any calendar week (Monday-Friday)
- There is a minimum two day charge for all on-site services

Data Migration

Note: pricing for extraction services assumes the following conditions for access to the database:

Millennium data extraction:

- external IP address of the database server must be provided;
- root or administrator login and password for the server must be provided;
- Millennium login/password with security level of 6 for Cat/Circ and any other modules that will be extracted;
- Trusted firewall access must be provided from a single IP address to be provided by Innovative;
- For Unix servers: Telnet access and FTP access;
- For Windows servers: RDP or PC Anywhere login/password;
- Use of VPN is acceptable;
- Available access during all times and days specified by Innovative;

Deviations from any or all of these access conditions will result in additional fees being assessed, to be determined on a case-by-case basis.

The Library will accept responsibility for the export of all data files it wishes to migrate to the Polaris Integrated Library System. These files will be provided to Innovative in a format in accordance with the content and format specified in the **Polaris Data Migration Guide**. This document will be provided at the beginning of your implementation, but may also be requested at any time. Deviation from the specified format may result in additional migration fees. Data will be provided to Innovative through ftp (file transfer protocol) or through a mutually agreed upon tape and tape backup format. The Library will be required to conduct two (2) data extractions – one for an initial test load and then one for a final production load.

Terms & Conditions

1. *This quotation is valid for 45 days from date of quote.*
2. *Taxes are not included in the quoted prices but, if applicable, may be charged by Innovative at point of invoicing.*
3. *All prices are in US Dollars.*
4. *Payment terms are 50% due upon placement of order, 50% due after migration to Polaris.*
5. *This quotation is confidential between Library and Innovative.*
6. *All products and services to be provided are subject to the terms and conditions of this quotation and the software license agreement, software maintenance or support agreement or other applicable agreement between the Library and Innovative.*
7. *A charge of 3.5% of the total order will be added for all credit card orders/payments over \$2,000.*
8. *The term of any license, subscription, or software maintenance will automatically renew for 12 month terms at the end of the committed term set forth above or any subsequent renewal term, unless the Library notifies Innovative in writing of its intention not to renew at least 90 days prior to the expiration of the committed or any renewal term. Subscription fees, software maintenance, or support fees will remain at the rates quoted above during the committed term. All subsequent renewals will be subject to change. Future maintenance, subscription and hosting service charges, as applicable, may be subject to price increases by Innovative. With regard to such price increases, Innovative will advise the Library no later than 30 days prior to the increase going into effect. The Library may cancel or change its right or license to use any products, software or services to be provided by Innovative pursuant to this quotation only upon the end of committed term set forth above or end of any renewal term and only if the Library provides written notice to Innovative at least 90 days prior to such date.*
9. *Innovative Professional Services department will contact the Library's library coordinator within two (2) weeks after receipt of the Library's purchase order to schedule delivery or to arrange a meeting to discuss the delivery/installation process and schedule. Service delivery or product installation will usually be scheduled to commence within forty-five (45) days after receipt of the Library's purchase order. The Library should expect that completion of service delivery or product installation may take two (2) to three (3) months after commencement.*
10. *If commencement of service delivery or product installation is postponed at the Library's request until a date more than six (6) months after receipt of the Library's purchase order, the Library will be invoiced the full amount of the purchase order on the date six (6) months after the purchase order date, in advance of service delivery or product installation. In addition, if a project completion/go-live date originally agreed with a Library is postponed by more than six (6) months at the Library's request, the pricing for the applicable products or services may be adjusted at Innovative's discretion to match pricing in effect at that time. The Library will be notified in advance of a pricing adjustment.*
11. *If Library fails to pay Innovative any sums due under this Agreement on a timely basis, Innovative reserves the right to discontinue maintenance, subscription and/or hosting services, as applicable, until Library fully pays to Innovative all sums (and related penalties) (together, the "**Overdue Amount**") due to Innovative. If Innovative discontinues maintenance, subscription and/or hosting services provided to Library, Innovative also reserves the right to receive from Library a re-start penalty fee equal to 30% of the Overdue Amount, in addition to the Overdue Amount.*
12. *The terms of this Payment Schedule are conditional upon the Library's credit worthiness, and Innovative reserves the right to require, before any contractual performance by Innovative, to require Library to put in place a letter of credit or other form of payment security, in order to secure payments due from Library.*

SCHEDULE C
PAYMENT FEE SCHEDULE

Prices quoted are in US Dollars

System Total: \$133,862

50% due at time of contract signing (\$66,931).

50% due on upon installation of the System (\$66,931).

Annual maintenance costs shall be as set out in Schedule B and Schedule F Software Maintenance Services Schedule. All maintenance costs are due annually, in advance of the current maintenance term.

GENERAL PAYMENT TERMS AND CONDITIONS:

- 1) Payments will be due thirty (30) calendar days after invoice. Interest of 1% per month of the full outstanding amount will be charged for late payments.
- 2) Fees shown above exclude taxes. The Library will be responsible for all applicable taxes.
- 3) Credit card payments are subject to a 3.5% fee for any invoices over \$2,000.
- 4) If Library fails to pay Innovative any sums due under this Agreement on a timely basis, Innovative reserves the right, among other remedies available to it under this Agreement, to discontinue maintenance, subscription and/or hosting services, as applicable, until Library fully pays to Innovative all sums (and related penalties) (together, the "Overdue Amount") due to Innovative. If Innovative discontinues maintenance and/or hosting services provided to Library, Innovative also reserves the right to receive from Library a re-start penalty fee equal to 30% of the Overdue Amount, in addition to the Overdue Amount.
- 5) Future maintenance, subscription and hosting service charges, as applicable, may be subject to price increases by Innovative. With regard to such price increases, Innovative will advise the Library no later than thirty (30) calendar days prior to the increase going into effect.
- 6) The terms of this Payment Fee Schedule are conditional upon the Library's credit worthiness, and Innovative reserves the right to require, before any contractual performance by Innovative, to require Library to put in place a letter of credit or other form of payment security, in order to secure payments due from Library.
- 7) If the Library decides to cancel or change any maintenance/hosting subscription(s), Innovative must be notified at least ninety (90) calendar days prior to the annual subscription renewal date. Otherwise, the maintenance/hosting subscription described here shall automatically renew for successive one (1) year terms.

<p style="text-align: center;">SCHEDULE D PROJECT IMPLEMENTATION, TRAINING AND TESTING PLAN</p>

This Project Implementation, Training and Testing Plan (the “PITT Plan”) is designed to provide the Library with a general timeline of events. The Final PITT Plan may vary with respect to the dates and order of events as mutually agreed upon between the Library and Innovative. The timing of the initial events in the PITT Plan reflect typical practices which are dependent on key deliverables from the Library and current availability of Innovative staff resources. From time to time, the Library and Innovative may jointly review the Final PITT Plan and make such revisions to it as are mutually agreed upon. This review shall also serve to clarify each event and establish intermediate events and dates as necessary. A delay in any one such event shall cause a delay in all subsequent events. Delays are subject to rescheduling as resources are available.

Please refer to email attachment “Implementation Plan” Excel Spreadsheet sent to The City of Riverside by Cindi Preece on March 10, 2015. The Implementation Plan is hereby incorporated into this Agreement by reference.

<p style="text-align: center;">SCHEDULE E SOFTWARE SPECIFICATIONS</p>

The technical and operational specifications for the Software licensed herein are as set forth in this Schedule E and Schedule B.

<p style="text-align: center;">SCHEDULE F SOFTWARE MAINTENANCE SERVICES SCHEDULE</p>
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SOFTWARE MAINTENANCE AGREEMENT

- a) This Maintenance Agreement will cover all licensed Software.
- b) The initial term of this Agreement is for the period **July 1, 2015 through June 30, 2016 at US\$40,079.00¹** payable in advance. Credit card payments are subject to a 3.5% fee for any invoices over \$2,000.
- c) Future maintenance, subscription and hosting service charges, as applicable, may be subject to price increases by Innovative. With regard to such price increases, Innovative will advise the Library no later than 30 days prior to the increase going into effect.
- d) If Library fails to pay Innovative any sums due under this Agreement on a timely basis, Innovative reserves the right to discontinue maintenance, subscription and/or hosting services, as applicable, until Library fully pays to Innovative all sums (and related penalties) (together, the "**Overdue Amount**") due to Innovative. If Innovative discontinues maintenance, subscription and/or hosting services provided to Library, Innovative also reserves the right to receive from Library a re-start penalty fee equal to 30% of the Overdue Amount, in addition to the Overdue Amount.
- e) If the Library decides to cancel the Agreement, or cancel or change any Software products, Innovative must be notified 90 days prior to the annual maintenance renewal date.
- f) The Library must provide direct network internet access to the System. This would also apply to firewalls, etc. Innovative requires such access to correct Software bugs and carry out modifications to the System for the purpose of maintaining the System. Innovative will be responsible for all corrections at Innovative's expense.
- g) Innovative will provide the Library with new releases of the licensed Software modules so long as the equipment and operating system

used for the System is sufficient and/or compatible for the load and operation of such new release. If the equipment or operating system is deemed not to be sufficient for installation of the new release, then the Library shall be responsible for the cost of new equipment or operating system as may be required. If the Library declines to upgrade its equipment or operating system to accommodate the upgrade to the licensed software, then the Library shall remain at its then current software release. For the purpose of this document, the term "new release" shall mean improvements in already licensed Software modules.

- h) If the Library adds or upgrades any additional Innovative Software modules to the System after the initial installation, the maintenance services shall be extended to cover the additional Software. The maintenance charges for such Software shall be based upon Innovative's then-current maintenance rates. The additional cost of coverage for the additional Software shall be added to the annual maintenance amount.
- i) Innovative will provide services 24 hours a day, 7 days a week. Innovative will make its good faith efforts to return calls within 2 hours of receipt and repair Software within 48 hours of notice, excluding weekends and holidays.
- j) Any services provided by Innovative due to Library-supplied equipment failure, where such equipment was not purchased from Innovative, and over which Innovative has no direct control, shall be billable at Innovative's then current maintenance rates.
- k) This Software Maintenance Services Agreement does not include repair services or replacement parts due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other cause originating by reason of other than normal operation of the System, or Library's negligence or misuse of the System.

The Software shall be operated as the exclusive application on the equipment.

¹ This amount excludes taxes. The Library will be responsible for all applicable taxes.

- l) The Library is responsible for purchasing and maintaining the necessary licenses for the operating system, compilers, and any other necessary central operating system utilities. This includes the C compiler and debugger.
- m) The Library must give Innovative reasonable advance notice before changing the operating system version or release. If it is necessary for Innovative to provide assistance or remedial services as a result of an operating system change, these services will be charged as a billable service and will not be covered under Innovative's standard maintenance services.
- n) Innovative will set up and maintain various directories, files and named paths on the System. This information shall remain wholly confidential, and the Library staff shall not alter or delete these items.
- o) The Library is responsible for any problems that may occur due to the negligent use or intentional misuse of the operating system, including data corruption or data loss that might occur due to the misuse of the root-privilege access. As the Library reports problems, Innovative will determine if the problems resulted from the Library's activity within the operating system, and will notify the Library at that time that such service shall be billable. All remedial service provided by Innovative to restore Software, system files, or Library files corrupted by misuse of the operating system shall be billable at Innovative's then-current hourly rates.
- p) The Library is responsible for maintaining the operating system account and for keeping the password and access secure from unauthorized use.
- q) The Library is responsible for providing appropriate access for Innovative to the System. Innovative will need root-privilege access to install the Innovative system Software. On rare occasions, Innovative will also need temporary root-privilege access to maintain the Innovative Software.
- r) Assignment: This Agreement is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Agreement to affiliates and successors in interest upon written notice of any such assignment to the other party. Any purported assignment in violation of this provision shall be void and of no effect. Any permitted assignee shall assume all obligations

of its assignor under this Agreement.

This Agreement has been prepared in English, and the English version thereof shall prevail and be binding even though another translation may also be prepared.

THE LIBRARY (THE CITY OF RIVERSIDE)

By: _____

Name: _____

Title: _____

Date: _____

INNOVATIVE INTERFACES INCORPORATED

By: Joaquin Massana

Name: Joaquin Massana

Title: CEO

Date: 7/15/15

INNOVATIVE INTERFACES INCORPORATED

By: Sandra L. Curry

Name: Sandra L. Curry

Title: CEO

Date: 7/15/15

APPROVED AS TO FORM

Rogers
DEPUTY CITY ATTORNEY