EXHIBIT 1

File: <u>City of Stockton: Stockton-San Joaquin County Library</u>

GC# 320209

MASTER AGREEMENT
BETWEEN
CITY OF STOCKTON: STOCKTON-SAN JOAQUIN COUNTY LIBRARY
AND SIRSIDYNIX

1. PURPOSE AND SCOPE

1.1 Parties and Effective Date. This Master Agreement (the "Master Agreement) is entered into between Sirsi Corporation dba SirsiDynix ("**SirsiDynix**") and the customer identified in the signature block below ("**Customer**"), with effect on the date of the last signature below ("**Effective Date**").

1.2 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

1.3 Incorporation of Quotes. "**Quote**" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.

1.4 Incorporation of EULAs. Customer's use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign and comply with, any applicable EULAs.

1.5 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

2. PRODUCTS USE RIGHTS; TITLE

2.1 Generally. Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

2.2.1 Software License. Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, and non-transferable license to (I) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

2.3.1 Subscriptions. For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN or STunnel solution **2.3.3** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use

Customer Initial and Date: _____

Confidential
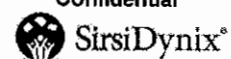
SirsiDynix®

and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. 2.3.5 The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. 2.3.6 In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

2.4.1 Services. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

2.5. Software Maintenance. 2.5.1 Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. **2.5.2** Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. **2.5.3** SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. **2.5.4** For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. **2.5.5** If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. **2.5.6** If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. **2.5.7** Fees for Maintenance Services do not include implementation, training and other Professional Services. **2.5.8** It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the Software. Failure to do so could result in additional Maintenance fees if

service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion. **2.5.9** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.10** For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

2.6.1 Hardware and Hardware Maintenance. Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.

2.7 License Metrics. Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added. In the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

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

2.9 Restrictions. Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third

Customer Initial and Date: _____
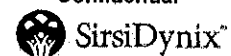
parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

2.10   Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

2.11   License Grant by Customer. Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

2.12   Enforcement. Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

3.   FINANCIAL TERMS

3.1.1   Fees and Payment Terms. The Customer shall pay the amounts set forth in the Quote. Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 30 days written notice in advance. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

3.2   Taxes. Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

3.3 No Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

4.   CONFIDENTIALITY

4.1   Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

4.2   Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by

law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

5.   PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

6.   INDEMNIFICATION

6.1.1   By SirsiDynix. SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("**Claim**"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

6.2   By Customer. To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7.   WARRANTIES; REMEDIES; DISCLAIMERS

7.1 SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify

Customer Initial and Date: _____

Page 3 of 7

Confidential

SirsiDynix®

EXHIBIT 1

File: City of Stockton: Stockton-San Joaquin County Library

SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

7.2 SirsiDynix Subscriptions. SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

7.3 Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected releases of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.

7.4 Third Party Products. SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

7.5 Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

7.6 Disclaimers. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

8.   EXCLUSION AND LIMITATION OF LIABILITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), AND DAMAGES RESULTING FROM SIRSIDYNIX'S FAILURE TO COMPLY IN ALL MATERIAL RESPECTS WITH ISO 27001 STANDARDS AND SIRSIDYNIXS INTERNAL SECURITY POLICIES AND PROCEDURES, WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.2 IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

9.   TERM AND TERMINATION

9.1   Term of Master Agreement. Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

9.2   Product and Services Term. The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote (**"Initial Term"**). The Initial Term and any renewal term shall automatically renew for the same length as the Initial Term unless either party gives written notice 60 days prior to the end of any previous Term of its intention to terminate the Subscription or Maintenance service. The Initial Term and renewal terms are referred to as the "**Term**".

9.3.1   Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished.

9.4.   Suspension. SirsiDynix will be entitled to suspend any or all performance upon 10 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. SirsiDynix may impose an additional charge to reinstate service following such suspension.

Customer Initial and Date: _____

Confidential

SirsiDynix

10. GENERAL PROVISIONS

10.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 Assignment. SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

10.3 Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

10.4 Delegation. SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

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

10.6 Export. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.7 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.8 Compliance. During the term of this Master Agreement and for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees) , and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products and interest fees related to usage in excess of the License Metrics.

10.9 Notices. Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email to SirsiDynix at legal@sirsidynix.com, or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

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

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

10.12 Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

10.13 No Waiver. Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

10.14 Entire Agreement. The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

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

10.16 Governing Law and Venue. The Master Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Utah to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

10.17 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

10.18 Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic

Customer Initial and Date: _____

Confidential

SirsiDynix®

EXHIBIT 1
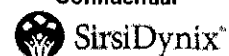
File: <u>City of Stockton: Stockton-San Joaquin County Library</u>   GC# <u>320209</u>

and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

10.19   Headings and Drafting. The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The Master Agreement shall not be construed in favor of or against a party based on the originator of the document.

10.20   Attorney's Fees. In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

****

END OF MASTER AGREEMENT

City of Stockton: Stockton-San Joaquin County Library 605 North El Dorado Street Stockton, California 95202-1997	Sirsi Corporation SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043
Sign: _____	┌─DocuSigned by: *Daniel Munro* Sign: └─3BABDB69EFD34CE...─
Print Name: _____	Daniel Munro Print Name: _____
Title: _____	Secretary/General Counsel Title: _____
Date: _____	Date: Apr-28-2021 | 07:42 MDT

Customer Initial and Date: _____

SirsiDynix

EXHIBIT 1

File: <u>City of Stockton: Stockton-San Joaquin County Library</u>　　　　　　　　　　　　　<u>GC#　320209</u>

Exhibit A - DEFINITIONS

"Circulation" means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

"Confidential Information" means information of SirsiDynix and/or its licensors Includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

"Customer Data" means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

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

"Effective Date" is defined in section 1.1.

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

"EULA" means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

"Go Live Date" means the date on which the Products are substantially ready for operational use for normal daily business.

"Hardware" means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

"Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

"Internal Business Purposes" means Customer's internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party

products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

"License Metrics" means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

"Maintenance" means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under "SirsiDynix Support Policies" (Document ID 125773) at http://support.sirsidynix.com.

"Operating Environment" means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

"Professional Services" means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

"Products" means Software, Subscriptions, Subscription Software, Services and Hardware.

"Protected Materials" means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix's or its licensors' Intellectual Property and Confidential Information.

"Quote" is defined in Section 1.3.

"Services" means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

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

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

"Subscriptions" means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

"Subscription Software" means Subscriptions hosted by Customer. Customer does <u>not</u> have a license in Subscription Software.

"Term" is defined in section 9.2.

"Titles" means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

"Third Party Products" means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

"Updates" means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

"Users" means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date: _____

Confidential

SirsiDynix®

EXHIBIT 1

Quote Number 108757

SirsiDynix Technology Center
3300 N. Ashton Boulevard,
Suite 500
Lehi, UT 84043
Phone: 800-288-8020

QUOTE

Quote 108757 for:

City of Stockton: Stockton-San Joaquin County Library

Stockton SaaS LTA

Quote valid until:	June 16, 2021
Prepared by:	Stacy Betts, Senior Sales Director, New Account Development

SirsiDynix

EXHIBIT 1

Quote for City of Stockton: Stockton-San Joaquin County Library

Quote Number 108757

Quote Information

General and/or Custom Services Statement of Work

The Following Assets will continue with the New SaaS system as their current rates:

SirsiDynix Enterprise, SaaS Annual Subscription	$ 16,345
SaaS SSL Security Certificate Subscription	$ 213
BLUEcloud MobileCirc, Annual Subscription	0
Platinum Services Package - Premier	$ 21,424
Platinum Services - Web Services Gateway for 3rd Party Apps - included with Platinum Premier subscription	0
Platinum Services - Web Services SDK for Libraries Internal Use - included with Platinum Premier subscription	0
SirsiDynix eResource Central Gateway Services - Annual Subscription	$ 3,634
SirsiDynix eRC Connector for OverDrive - Annual Subscription	0
SirsiDynix eRC Connector for Baker and Taylor - Annual Subscription	0
Datastream Subscription	$ 12,909
Subtotal of assets that will continue with new system:	$54,525

Solution includes the following features:
- Separate database for Amador County
- Support for SFTP, SCP and SSH file transfer protocols
- SSL certificates on all customer SaaS servers
- Customer administrators will have access through the SaaS Dedicated Virtual Environment to the following system commands and file structure directories:
  - Commands
    - Awk
    - cal, cat, cd, cp
    - echo
    - file, ftp
    - grep
    - head
    - less, ls
    - mkdir, more
    - nawk, netstat, nslookup
    - perl, ps
    - rm, rmdir
    - scp, sed, scp, sort, squeeze
    - tail
    - uniq
    - vi, vim
    - wc
    - zcat
  - Directories (and their subdirectories)
    - Unicorn
    - Unicorn/Bin
    - Unicorn/Config
    - Unicorn/Language
    - Unicorn/Locks
    - Unicorn/Logs
    - Unicorn/Rptcustom
    - Unicorn/Rptprint
    - Unicorn/Rptsched

SirsiDynix®

EXHIBIT 1

Quote for City of Stockton: Stockton-San Joaquin County Library

- Unicorn/Rpttemp
- Unicorn/Standalone
- Unicorn/Webcat
- Unicorn/Xfer

SirsiDynix®

EXHIBIT 1

Quote for City of Stockton: Stockton-San Joaquin County Library

Quote Number 108757

Purchase Details

All prices are in U.S. dollars ($) and are exclusive of taxes unless otherwise noted.

COMPONENT	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4	Estimated Year 5	Estimated Year 6	Estimated Year 7
SirsiDynix Products	245,184.24	218,453	218,453	222,608.02	226,832.37	231,147.65	235,534.50
SirsiDynix Services	20,638	-	-	-	-	-	-
Third Party Products	250	250	250	250	260	260	270
Discount	(33,741.24)	-	-	-	-	-	-
Subtotal	232,331	218,703	218,703	222,858.02	227,092.37	231,407.65	235,804.50
Continuing Assets	54,525	54,525	54,525	55,560.98	56,616.63	57,692.35	58,788.50
Total	286,856	273,228	273,228	278,419	283,709	289,100	294,593

Initial Term: Seven (7) Years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 0% in years 2 and 3 followed by 1.9% until Term renewal

The Initial Term and the Initial Term Annual Price Increase Cap set forth above shall apply to Active Products and new purchased Products/Services.

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/Integrated products/services if a Third Party vendor increases pricing for Third Party/Integrated products/services.

Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

SirsiDynix®

EXHIBIT 1

Quote for City of Stockton: Stockton-San Joaquin County Library

Quote Number 108757

Detailed Pricing

All prices are in U.S. dollars ($) and are exclusive of taxes unless otherwise noted.

COMPONENT	Qty	Total Price Year 1
SirsiDynix Products		**245,184.24**

SirsiDynix Symphony SaaS Subscription

Includes:

    Application Services powered by SirsiDynix Symphony,

    Cataloging and Authority Control,

    Circulation and Offline Circulation,

    Inventory, Public Access, Reports,

    Z39.50 server.

COMPONENT	Qty
BLUEcloud Analytics Platform Pro, Annual Subscription	1
BLUEcloud Mobile, Annual Subscription	1
Community Engagement Platform, Annual Subscription, (per 1,000 contacts)	225
Community Engagement Platform Included Brand and Support, Annual Subscription	1
SaaS User Level - 100 Staff seats	1
SirsiDynix Enterprise SaaS Test System, Annual Subscription	1
SirsiDynix SaaS Acquisitions Package	1
SirsiDynix SaaS Dedicated Virtual Environment, perquote	1
SirsiDynix Symphony Data Control, Annual Subscription [Data Control Package]	1
SirsiDynix Symphony SaaS Additional User Seat(s)	25
SirsiDynix Symphony SaaS Debt Collection Agency Interface	1
SirsiDynix Symphony SaaS OutReach	1
SirsiDynix Symphony SaaS Serials	1
SirsiDynix Symphony SaaS SmartPORT, Unlimited Users	1
SirsiDynix Symphony SaaS Test System	1

SirsiDynix®

SirsiDynix Symphony SaaS Unicode Server Extension	1
SirsiDynix Symphony SaaS Unicode Server Extension Test System	1
SirsiDynix Symphony SaaS Universal SIP2	1
SirsiDynix Symphony SaaS VPN Subscription	1
SirsiDynix SymphonyWeb SaaS Additional User, Annual Subscription	25
SirsiDynix SymphonyWeb SaaS User, Annual Subscription	100
SirsiDynix Web Services SDK for Libraries Internal Use, Annual Subscription	1
SirsiDynix Services	**20,638**
Consulting	
BLUEcloud Analytics Q and A, Distance, Annual Subscription	1
BLUEcloud Analytics SureStart-2, Distance	1
BLUEcloud Mobile App and Template Branding	1
BLUEcloud Mobile SureStart-2, Distance, Two two hour phone call	1
Community Engagement Platform Branding	1
Community Engagement Platform SureStart-2, Distance, Two two hour phone call	1
Product Delivery	
BLUEcloud Mobile Installation	1
Community Engagement Platform Installation and Setup	1
SaaS Dedicated Virtual Environment Setup	1
SirsiDynix Enterprise Test System Software Installation	1
Symphony Oracle to Oracle Platform Migration (remote)	1
Symphony SaaS Test System Installation	1
Symphony Test System - Additional Production to Test Server Copy	1
SirsiDynix Symphony Data Control Installation	1

SirsiDynix®

EXHIBIT 1

Quote for City of Stockton: Stockton-San Joaquin County Library   Quote Number 108757

SirsiDynix SymphonyWeb Installation for One Production Instance	1
SirsiDynix Symphony SaaS VPN Connection Initial Service Setup	1
Project Management	
Project Management for all products in this Quote	1
Training	
BcMobile-1101 BLUEcloud Mobile, SELF-PACED	1
BLUEcloud Analytics Package of courses, SELF-PACED	1
CEP-2101 Community Engagement Platform (CEP), GROUP	1
Third Party Products	250
Solus Services for BLUEcloud Mobile App Delivery, Annual Subscription	1
Discount	(33,741.24)
Services Discount	
Discount for Existing Platinum Services Subscription	
Quote Total	232,331

SirsiDynix

EXHIBIT 1

Component Descriptions

Each description below relates to a quantity of one for the component. There may be more than one in this Quote.

SirsiDynix Products

SirsiDynix Symphony's Core Package includes Cataloging, Circulation, and Public Access modules. Additional functions include: utilization of an Oracle database, a Z39.50 server, Authority Control, Backup Circulation, and Reports.

Authority Control: Links authority-controlled bibliographic headings with corresponding authority records through an ANSI-standard thesaurus.

SirsiDynix Symphony complies with Bath Profile release 1.0 and most of release 2.0 Functional Area A. We comply with Release 1.0 of Functional Area B. SirsiDynix Symphony complies with Z39.50 Level Three (client and server), provides broadcast searching as a standard, and complies with Bath Profile Level One.

BLUEcloud Analytics Platform Pro, Annual Subscription

The BLUEcloud Analytics Platform provides a web-based, cloud-hosted suite of data-mining and OLAP tools with the following functionality:

• Unique view of data warehouse for analysis of your institution, collections, and users
• Supports advanced and predictive analysis to establish trends and patterns
• Presentations for effectively communicating to boards and administrators
• Drill anywhere capabilities, users can view summary-to-detail-level data
• Robust security, flexible information distribution/collaboration, and easy self-service analysis
• Ability to print, download, and e-mail data and graphs in a variety of formats (Microsoft Excel® and PowerPoint®)

This Pro package provides unlimited years of transaction data, unlimited Reporter and Analyst accounts, 15 Creator accounts, 250MB of Custom Data Storage and 15 Premium Feature Credits. These Credits expire at the end of each subscription year.

Minimum requirements: Symphony 3.4.1 SP3 (MS SQL Server or Oracle databases only) or Horizon 7.5.2

BLUEcloud Mobile, Annual Subscription

BLUEcloud Mobile provides library patrons the ability to perform circulation functions, track events, and view library information. One subscription entitles the library to one app which will connect to one ILS database only.

Developer Accounts for Apple and Google

The ability to push the BLUEcloud Mobile app to your library will require that you setup a developer account with Apple and Google prior to the project completion. It is our recommendation that you begin at this time to setup your developer account with corresponding payment structure and acquire a DUNS identification number for your library. The project management team at SirsiDynix will reference these pre-requisites during the integration phase.

• DUNS (Data Universal Numbering System regulated by Dun and Bradstreet) setup
"(https://developer.apple.com/support/D-U-N-S/)"
o This may take up to 30-days to complete.
• Apple Developer Program "(https://developer.apple.com/support/purchase-activation/)"
o Fee waiver for eligible organizations "(https://developer.apple.com/support/membership-fee-waiver/)"
• Sites outside Brazil, China, Japan, United Kingdom and the United States are not eligible for the fee waiver and will be required to pay a 99 USD annual fee for the Apple Developer Program
• Google Play Developer Program "(https://play.google.com/apps/publish/)"
Sites will be required to pay a one-time 25 USD fee to register for a Google Play Developer Account

SirsiDynix®

Community Engagement Platform, Annual Subscription, (per 1,000 contacts)
Community Engagement Platform makes it easy to market your library and events in a professional, targeted and measurable way. Send branded emails and provide landing pages for events. Track and show success to increase engagement.

Community Engagement Platform Included Brand and Support, Annual Subscription
The purchase of Community Engagement Platform includes support for one (1) Brand. The Brand provides: four (4) email templates; two (2) Landing Page templates (one Registration and one Thank You); and one (1) Calendar. These templates and calendar are customized by SirsiDynix and approved by the customer during implementation.

SaaS User Level - 100 Staff seats

SirsiDynix Enterprise SaaS Test System, Annual Subscription
This Test instance is limited to a maximum of 20 users and non-production use only. Includes one production to test copy over per year. Each copy should be requested via Customer Support and additional copies are available for purchase.

SirsiDynix SaaS Acquisitions Package
SirsiDynix Acquisitions Package for Symphony or BLUEcloud provides efficient online tracking of materials from ordering through claiming, receiving, invoicing, and processing. Includes 9xx and EDI as required.

SirsiDynix SaaS Dedicated Virtual Environment, perquote
A dedicated virtual environment which provides direct command line access to the production server. Access to the command line is granted via the sirsi user and no root access is allowed. This is typically used to allow customers access to API functionality within the production environment.

SirsiDynix Symphony Data Control, Annual Subscription [Data Control Package]
SirsiDynix Symphony Data Control is an intuitive, Web-based interface for utilizing your SirsiDynix Symphony API tools. Joining tables tied to one or more ILS modules (e.g., Acquisitions' distribution, invoiceline, fund, etc., tables), importing and exporting lists of database records, producing MARC-formatted bibliographic or authority record files, as well as batch editing qualifying records, are some of the many ways you can experience the power of Data Control.

SirsiDynix Symphony SaaS Additional User Seat(s)

SirsiDynix Symphony SaaS Debt Collection Agency Interface
SirsiDynix Symphony Debt Collection Agency Interface includes debt collection reports that output information on overdue fines, bills, and referral fees. This interfaces directly with Unique Management.

SirsiDynix Symphony SaaS OutReach
SirsiDynix Symphony Outreach automates processes allowing homebound patrons to request items based on interest categories and to deliver the selected items to patron homes.

SirsiDynix Symphony SaaS Serials
SirsiDynix Symphony Serials manages the prediction, receipt, and routing of all serial subscriptions, generating and maintaining a separate MARC holdings record for each subscription. Managing orders and renewals are fully integrated with SirsiDynix Symphony Acquisitions. As the library receives individual issues, Serials automatically predicts the next expected issue based on the serials publication pattern. Combined issues, special issues, missing issues, or other irregularities are handled easily and efficiently. Basic Serials Binding functionality is included in this package.

SirsiDynix

SirsiDynix Symphony SaaS SmartPORT, Unlimited Users
SirsiDynix Symphony SmartPORT Unlimited User Licenses enable staff to locate a record in a Z39.50-compliant database and to import the record to your own database. An unlimited number of SmartPORT Z39.50 copy cataloging client user licenses is included for this price.

SirsiDynix Symphony SaaS Test System
A SirsiDynix Symphony Test System can be loaded with generic policies and data so you can test policy changes before initiating changes to the production server. You can test upgrades/updates prior to applying those to the production server, and/or use the test system for on-going training of staff and new staff. Test file customization and global changes will not affect your catalog and database.
Includes one production to test copy over per year. Should there be an upgrade to Production SirsiDynix will perform an additional copy over at no charge. Each copy should be requested via Customer Support and additional copies are available for purchase.

SirsiDynix Symphony SaaS Unicode Server Extension
SirsiDynix Symphony Unicode Server Extension enables staff users to load, input, index, and display MARC records containing both the Roman characters and the non-Roman characters used in languages such as Arabic, Chinese, or Russian. In addition, library users accessing your electronic library can search, store, and retrieve Unicode-based international character sets as well.

SirsiDynix Symphony SaaS Unicode Server Extension Test System
SirsiDynix Symphony Unicode Server Extension Test System enables staff users to load, input, index, and display MARC records containing both the Roman characters and the non-Roman characters used in languages such as Arabic, Chinese, or Russian. This license enables you to test policy changes and configurations before applying the changes to your Unicode-compliant production system.

SirsiDynix Symphony SaaS Universal SIP2
SirsiDynix Certified Solutions Providers offer SIP2-certified products to our customers. We certify that their products are compliant. This interface price encompasses all SirsiDynix Certified SIP2 vendors.

SirsiDynix

EXHIBIT 1

Quote for City of Stockton: Stockton-San Joaquin County Library

Quote Number 108757

SirsiDynix Symphony SaaS VPN Subscription
For those customers that require a higher level of security of data in-transit, we recommend the establishment of a VPN tunnel between our SaaS firewall/VPN appliance(s), and a customer's firewall(s) or VPN-enabled PCs.
For this option, we will work with your IT organization and/or network representatives to establish a VPN tunnel from your networks to SaaS. In the event that your network topology is complex and requires additional tunnels, or large numbers of user licenses, then additional charges may apply.
Unless specifically requested, the Workflows service on your SaaS Symphony instance will be firewalled in such a way that it is only available via the VPN tunnel(s). Public access to your catalog is not affected by VPN unless you require it for a private/proprietary catalog.
Practical uses of the VPN include:
• Corporate / proprietary library
o This type of solution does not have any public access to the Symphony product, and is suitably firewalled to prevent such access.
o VPN is the only mechanism to provide access to the product, providing a secure entry point
o Note: we do support IP-based restriction on the catalog, if desired
• Consortium, distributed libraries, or .Gov/.Mil library security enforcement
o Uses a VPN tunnel as the only means to access the Symphony Workflows service, thus enforcing patron data encryption while in transit.
o Public access to the Symphony Workflows service is prevented at the SaaS firewall
• Network stabilization
o The use of VPN tunnels can be used to stabilize the Workflows connection over problematic networks

SirsiDynix SaaS offers three types of VPN solution. These three options can be used in various combinations to provide a suitable solution for the customer. A very important step in this is a detailed discussion of network topology between SirsiDynix SaaS network engineers and Customer network personnel. This step should be performed before SirsiDynix quotes are finalized.
• Site-to-Site VPN:
o This is a network-to-network tunnel that encrypts all traffic between the customer network and the SirsiDynix SaaS servers. This solution is generally the most reliable solution, the easiest to maintain long-term, and the most practical.
o We support both single tunnels and multiple tunnel configurations.
o Site-to-Site tunnels are built with the IKEv2 methodology. Various cryptographic suites are available to choose from.
• Software Client VPN:
o This is an installed software client on the staff user workstation which encrypts the datastream from the workstation all the way to the SirsiDynix firewall.
o This client is for Windows PCs only, and generally restricted to Windows XP and Windows 7
• VPN Net Extender:
o This is a lightweight VPN tunnel built on the SSL protocol, and is not as intrusive to customer networks as IPSec tunneling. It can be implemented with a browser or with a lightweight client software. This method also supports mobile data devices.
o The use of this product involves additional charges and is not included in the VPN Subscription.
Caveats:
• Software VPN client use is allowed in addition to the site-to-site VPN option at no additional charge. It is useful for off-network or roaming users, bookmobiles, etc.
• SirsiDynix cannot provide technical support for the customer end of a VPN tunnel configuration. It is the customer's responsibility to obtain proper technical support for a VPN solution from their in-house IT, upstream network providers, and/or third party consulting services.
• There are practical limits to the number of software VPN client and SSL/VPN sessions that we can support per customer. Please discuss these with SirsiDynix SaaS technical personnel.
• Role-based VPN Client accounts are supported for Circulation desks only. All other users must use a unique authentication credential
• The software VPN clients supported by our firewalls is documented in the Sirsidynix VPN Powerpoint available from your Sales representative. We cannot support any of the Cisco VPN software clients, as they use a proprietary protocol.
• VPN client support for MAC users is not supported
• SSL/VPN requires single-session unique user credentials for all accounts
• SirsiDynix will not authenticate VPN against any 3rd party or customer authentication service.

SirsiDynix®

SirsiDynix SymphonyWeb SaaS Additional User, Annual Subscription
SymphonyWeb is a full-featured WorkFlows staff client that runs on a web browser. It is a fast, reliable and secure connection to a dedicated web server that is connected to the Symphony catalog server. It comes with an updated interface and all of the advantages of a web application.

SirsiDynix SymphonyWeb SaaS User, Annual Subscription
SymphonyWeb is a full-featured WorkFlows staff client that runs on a web browser. It is a fast, reliable and secure connection to a dedicated web server that is connected to one Symphony catalog server. It comes with an updated interface and all of the advantages of a web application.

SirsiDynix Web Services SDK for Libraries Internal Use, Annual Subscription
The SirsiDynix Web Services SDK internal license allows:
1. library staff or contracted employees to develop its own applications to interface with SirsiDynix systems through this instance of web services.
2. develop its own applications to interface with SirsiDynix systems with the assistance of a third party or sub-contractor. The library is responsible for their own agreements with their sub-contractor that upholds the agreement that the library has with SirsiDynix regarding these web services.
Any application source code will be owned by the library.
The web services should be installed by the library by downloading from the Customer Support Portal, and the license will be generated and installed by SirsiDynix to allow access to the SDK documentation. SirsiDynix may install the instance of web services for an additional fee.

SirsiDynix Services

Consulting

BLUEcloud Analytics Q and A, Distance, Annual Subscription
The BLUEcloud Analytics Q and A Subscription provides unlimited access to Consultant led Q and A sessions. Two sessions per month are offered. Attendees are encouraged to bring their questions, projects and issues to the each session. Consultants will address issues presented by customers.

BLUEcloud Analytics SureStart-2, Distance
SureStart is a layer of consulting support designed to smoothly transition sites into using BLUEcloud Analytics. Through two private, online sessions a member of the Consulting Services team will "jump start" BLUEcloud Analytics by creating five report templates for the site, providing instruction and answering staff questions. SureStart addresses issues outside the scope of training by focusing on the site's individual needs.

BLUEcloud Mobile App and Template Branding
Includes the creation of logos, icons, and color schemes for app store listings and in app visual assets. This work is usually done using a high quality logo from the customer.

BLUEcloud Mobile SureStart-2, Distance, Two two hour phone call
SureStart is a layer of consulting support designed to smooth the transition to BLUEcloud Mobile by addressing configuration issues like search limits, profiles, etc

Community Engagement Platform Branding
Includes the creation of logos, icons, and color schemes for templates. This work is usually done using a high quality logo from the customer.

Community Engagement Platform SureStart-2, Distance, Two two hour phone call
SureStart is a layer of consulting support designed to smooth the transition to CEP.

SirsiDynix®

Product Delivery

BLUEcloud Mobile Installation
Includes enabling of the product and basic configurations in Web Services, BLUEcloud Central.

Community Engagement Platform Installation and Setup

SaaS Dedicated Virtual Environment Setup
Setup and configuration of a SaaS Dedicated Virtual Environment

SirsiDynix Enterprise Test System Software Installation
Includes the installation of a test Enterprise instance, installation of a test Enterprise Agent on a Horizon or SirsiDynix Symphony ILS. This also includes a copy over of the database and data from the production Enterprise to the Test Enterprise server. May include a test Web Services install.

Symphony Oracle to Oracle Platform Migration (remote)
Migration includes installation of Oracle and migration of existing ILS software, configuration and data as exists on current system. Non embedded Oracle installations must meet SirsiDynix Oracle requirements.

Symphony SaaS Test System Installation
The Test System Installation includes installation of Oracle (if applicable) and creating a duplicate copy of the current production system. This offering is for current or new SaaS customer only.

Symphony Test System - Additional Production to Test Server Copy
Includes an additional production to test server copy over performed by SirsiDynix. Must have purchased a Test System Software Installation. Price is per copy over.

SirsiDynix Symphony Data Control Installation

SirsiDynix SymphonyWeb Installation for One Production Instance
Building of a dedicated web server environment which includes the installation of software components necessary for securing and optimizing the transactions. Included in the installation is the configuration of the software in setting up the proper hosts, ports and user properties for one Symphony catalog server instance.

SirsiDynix Symphony SaaS VPN Connection Initial Service Setup
Services cover working with the site technical contact to setup both ends of the VPN tunnel.

Project Management

SirsiDynix®

Project Management includes the services of a Project Manager. The Project Manager is your primary point of contact during the implementation. You will work with your project manager to plan timeframes, schedule resources from the professional services team, and coordinate with other departments at SirsiDynix to deliver products and services outlined in this quote.

Depending on the type of implementation, the Project Manager will do the following:
- Act as your primary SirsiDynix contact during your implementation
- Identify customer needs and key tasks to be accomplished by both the customer and SirsiDynix to ensure a successful implementation
- Organize meetings with you and appropriate SirsiDynix staff to kick off your implementation project
- Work with SirsiDynix global operations staff to develop, communicate, and manage the overall implementation schedule
- Bring key SirsiDynix staff onto the project to ensure proper resources are available to meet critical milestones of your schedule
- Report to you regularly via phone and email status reports to keep everyone apprised of project progress
- Monitor quality control checks at critical intervals in your project
- Assist with the transition from Implementation phase to Customer Support

Training

CEP-2101 Community Engagement Platform (CEP), GROUP
One seat in a group distance instructor-led course. Learn to put the power of the SirsiDynix Community Engagement Platform (CEP) to work for your library.

BLUEcloud Analytics Package of courses, SELF-PACED

BcMobile-1101 BLUEcloud Mobile, SELF-PACED

Third Party Products

Solus Services for BLUEcloud Mobile App Delivery, Annual Subscription
Includes creation of Apple App Store and Google Play listings and metadata and the deployment of the apps to each marketplace.

SirsiDynix

Terms and Conditions

SirsiDynix SaaS Services are based upon annual circulation and Staff Users. You may use the SaaS Services for up to 1,530,000 annually circulated items and up to 125 concurrent Staff Users; an increase in either circulation or Staff Users requires additional licensing fees.

SirsiDynix SymphonyWeb is based on the number of concurrent Staff Users. You may use SymphonyWeb for a total of up to125 concurrent Staff Users which may be split against the number of production instances purchased; an increase in the number of Staff Users on any instance requires additional fees.

Community Engagement Platform is based upon contacts. You are authorized for up to 225,000 contacts; an increase in the number of contacts requires additional fees.

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

SirsiDynix Professional Services performed by way of remote network access require ssh (Unix/Linux), Remote Desktop (Windows) or unattended Logmein Rescue (Windows) access for the duration of the project. The library may limit connectivity to the SirsiDynix Corporate IP address or implement a Cisco AnyConnect VPN tunnel. Other remote connectivity options may incur additional fees, onsite travel fees or void the ability of SirsiDynix to perform the project. A full description can be found in the Access Requirement for Support Guide on our customer support website.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

Payment Terms

The term of any quoted products is for no less than the Initial Term and shall automatically renew for the length of the Initial Term. Subsequent years' Maintenance and Subscription fees are to be paid annually in advance. Following the first year of System operation, Maintenance and Subscription fees will be subject to annual increases. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

SaaS Migration
- 100% of Year 1 total due on date of initial live use of SaaS Services

SirsiDynix®

EXHIBIT 1

Payment/Invoices while Migrating to the Cloud/SaaS- During the transition from a locally hosted system to a Cloud/SaaS services, annual Maintenance for the locally hosted system must be timely paid for the entire invoiced period to avoid interruption in receiving support and updates. Once your Cloud/SaaS services "Go Live", SirsiDynix will issue a pro rata credit for the unused portion of the previously paid Maintenance to be used against future billings.

Third Party Products
- 100% due upon installation of third party products

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

SirsiDynix®

Signature(s)

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

Sirsi Corporation dba SirsiDynix

DocuSigned by:

Daniel Munro

—3BABDB59EFD34CE...

Sirsi Corporation dba SirsiDynix (Authorized Signature)

Daniel Munro	Secretary/General Counsel	Apr-28-2021 | 07:42 MDT
Printed Name and Title of Person Signing		Date

3300 N. Ashton Blvd. Ste. 500, Lehi, UT 84043

Address

**CITY OF
STOCKTON**

Harry Black, City Manager | Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:
John M. Luebberke, City Attorney

BY:

Billing Address:

City of Stockton: Stockton-San Joaquin County Library
605 North El Dorado Street
Stockton
California   95202-1997
United States

SirsiDynix®