

ADDENDUM NO. 1

To Agreement by and between the County of Monterey
and OverDrive, Inc.

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Standard Agreement by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter "County") and **OverDrive, Inc.** (hereinafter "CONTRACTOR"). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 16.15 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, County and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. Section 9.0. Section 9.0, INSURANCE REQUIREMENTS, shall be deleted and restated in its entirety as follows:

9.0 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractors shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

2. Section 10.5. Section 10.5 Royalties and Inventions shall be deleted and restated in its entirety to read as follows:

10.5 County shall have a royalty-free, non-exclusive, and revocable license to use the digital library lending service under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County. For the avoidance of doubt, the parties agree and acknowledge that all intellectual property rights in the Contractor's digital library lending services online platform shall remain vested and the absolute property of the Contractor. The Contractor shall grant a non-exclusive license for the County to use such services for the purposes associated with this Agreement for the duration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – OVERDRIVE, INC.

By:_____

Steve Potash, Chief Executive Officer
Name and Title

Date:_____

By:_____

Greg Farmer, Chief Financial Officer
Name and Title

Date:_____

COUNTY OF MONTEREY

By:_____

Hillary A. Theyer, Library Director

Date:_____

Approved as to Form:

By:_____

Shane Strong
Office of County Counsel

Date:_____

Approved:

By:_____

Auditor/Controller

Date:_____