Exhibit A to County of Monterey
Agreement for Professional Services
INNOVATIVE INTERFACES
INCORPORATEDSUBSCRIPTION
LICENSE AGREEMENT

This Subscription License Agreement ("License Agreement") is entered into by and between Innovative Interfaces Incorporated, a California corporation ("Innovative"), and the party identified as Client below ("Client"), as of the "Effective Date" also set forth below.

Client	County of Monterey
Address	188 Seaside Circle Administrative Office Marina CA 93933- 2500.
Customer No.	CU5392
Effective Date	April 1, 2021
Initial Term	12 Months

1. **Definitions**.

"Go-Live Date" means the Client's first use of the Software in a production environment.

"GTCs" means the Innovative Interfaces Incorporated Subscription License Agreement General Terms andConditions in Exhibit B.

"Support Terms" means the Innovative Interfaces Incorporated Maintenance and Support Terms and Conditions
in Exhibit C.

"Hosting Terms" means the Innovative Interfaces Incorporated Hosting Terms and Conditions in Exhibit D.

2. **General**. Innovative and Client agree that this License Agreement is a binding agreement between the parties and is governed by the GTCs, Support Terms and, if the attached Pricing Exhibit indicates that Client has purchased hosting services, then the Hosting Terms, all of which are made a part hereof. This License Agreement,the GTCs, Support Terms, Hosting Terms, if applicable, and all other exhibits, schedules and terms and conditionsreferenced by or in this License Agreement, the GTCs, Support Terms or Hosting Terms together constitute the "Agreement." Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the GTCs, Support Terms and Hosting Terms, prior to the execution of this License Agreement. Unless otherwise specified, capitalized terms in this License Agreement have the same meaning as those in the GTCs. This Agreement is governed by and interpreted in accordance with the internal substantive laws of the Stateof California, without regard to any other laws that would require the application of the laws of another jurisdiction.Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

In consideration of Innovative's continued grant to Client of subscription licenses to the software identified in Exhibit A-1, Client acknowledges, and the parties agree, that as of the Effective Date, all other existing software subscriptionagreements and associated purchase orders between the parties for the software identified in Exhibit A-1 ("Prior Subscription Agreement(s)"), (i) will be deemed to be immediately terminated by the parties' mutual written agreement and (ii) all such software subscriptions under the Prior Subscription Agreement(s) and associated purchase orders will be deemed Software (as defined in the GTCs) licensed and supported under the terms of thisLicense Agreement.

EXHIBITS TO LICENSE
AGREEMENT

A-1	PRICING EXHIBIT
B-1	GENERAL TERMS AND CONDITIONS
C-1	MAINTENANCE AND SUPPORT TERMS AND CONDITIONS
D-1	HOSTING SERVICES TERMS AND CONDITIONS

In witness whereof, the parties have executed this Agreement by their duly authorized representatives asof the Effective Date.

Client	**Innovative**
County of Monterey	**Innovative Interfaces Incorporated**
DocuSigned by: *Hillary Theyer* By: ⌞67A9664F6DB2433...	By:
Name: Hillary Theyer	Name:
Title: Library Director	Title:
Date: 3/15/2021 | 10:24 AM PDT	Date:

Exhibit A-

1 Pricing

Exhibit

1. **Fees**. All Fees must be paid to Innovative within 30 days from the invoice date or as stated on the invoiceif different.

2. **Term**. Subject to the termination provisions set forth in the County of Monterey Professional Services Agreement, this Agreement will be effective for an initial term of one (1) year(the "Initial Term").

3. **Polaris Ecommerce**. Notwithstanding anything to the contrary in the Agreement, Client's current subscription for Polaris eCommerce will continue for its original Term and end on August 31, 2021, as shown on the attached invoice SO-INC27693.

[APPROVED SOFTWARE LICENSE QUOTE FOLLOWS THIS PAGE]

innovative
a ProQuest Company

Renewal Quote

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Quote #	SO-INC26565
Terms	Net 30
PO #	
Renewal Start Date	4/1/2021
Renewal End Date	3/31/2022
Site Code	MONT1686

Bill To
Monterey County Free Libraries
188 Seaside Circle
Administrative Office
Marina CA 93933-2500
United States

Ship To
Monterey County Free Libraries
188 Seaside Circle
Administrative Office
Marina CA 93933-2500
United States

Currency

US Dollar

Item	Item Categ...	Qty	Description	Options	Rate	Tax	Amount
Staff User Licenses	License - Te...	2	Polaris Staff Client Subscription		1,401.225	Yes	2,802.45
Polaris Dedicated Hosting - US/APAC	License - Te...	1	Polaris Dedicated Hosting - US/APAC		58,752.75	Yes	58,752.75
Polaris Core Bundle - Public	License - Te...	1	Polaris Public Core Bundle		0.00	Yes	0.00
Polaris PowerPAC Multilingual Subscription	License - Te...	1	Polaris PowerPAC Multilingual Subscription	Polaris Languages: Spanish	0.00	Yes	0.00
Staff User Licenses	License - Te...	90	Staff User Licenses		0.00	Yes	0.00
Additional SIP2 Subscription	License - Te...	8	SIP2 Subscription		0.00	Yes	0.00
Polaris Database Synch Service	License - Te...	1	Polaris Database Synch Service		0.00	Yes	0.00
Polaris Syndetics Subscription	License - Te...	1	Polaris Syndetics Subscription 1 April 2021 to 31 March 2022		4,081.35	Yes	4,081.35

Total   US$65,636.55

THIS INFORMATION IS CONFIDENTIAL BETWEEN THE PARTY IDENTIFIED AS 'BILL TO' ABOVE AND INNOVATIVE INTERFACES
Notes:
1. The prices quoted may be subject to change where new software has been purchased or changes have been made to existing software.
2. Taxes are not included in the quoted price but, if applicable, may be charged by Innovative at the point of invoicing.

Renewal Quote

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Quote #	SO-INC27693
Terms	Net 30
PO #	
Renewal Start Date	9/1/2021
Renewal End Date	8/31/2022
Site Code	MONT1686

Bill To
Monterey County Free Libraries
188 Seaside Circle
Administrative Office
Marina CA 93933-2500
United States

Ship To
Monterey County Free Libraries
188 Seaside Circle
Administrative Office
Marina CA 93933-2500
United States

Currency

US Dollar

Item	Item Categ...	Qty	Description	Options	Rate	Amount
Polaris 3rd Party eCommerce	License - Ter...	1	Facilitates electronic payments from Polaris to Envisionware or Comprise. 1 September 2021 - 31 August 2022	Polaris eCommerce Vendor: Not Recorded eCommerce Access Point: Self-Check	315.00	315.00

Total US$315.00

THIS INFORMATION IS CONFIDENTIAL BETWEEN THE PARTY IDENTIFIED AS 'BILL TO' ABOVE AND INNOVATIVE INTERFACES
Notes:
1. The prices quoted may be subject to change where new software has been purchased or changes have been made to existing software.
2. Taxes are not included in the quoted price but, if applicable, may be charged by Innovative at the point of invoicing.

**Exhibit B-1
Innovative Interfaces
IncorporatedSubscription
License Agreement General
Terms and Conditions**

Unless otherwise specified, capitalized terms in these GTCs have the same meaning as those in theLicense Agreement.

1.   **Software License**.

a.   Subject to the terms and conditions of this Agreement, including without limitation Client's payment of all of the Fees (defined below) due hereunder, Innovative hereby grants to Client a limited, nonexclusive, non-sub- licensable, nontransferable license to use the components of its software applications, modules, and other productsthat are listed in the Pricing Exhibit to the License Agreement (collectively, the "Software"). The license granted in the preceding sentence will be for the duration of the term of this Agreement and will automatically expire upon thetermination or expiration of this Agreement or as otherwise specified in this Agreement.

b.   Client and, where applicable, its Authorized Users (defined below) may use the Software (including any Client Configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, orsimilarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. Client will be responsible for its Authorized Users' compliance with the terms hereof. Without limiting the foregoing, Client agrees that it and its Authorized Users will: (i) comply with all applicable lawsregarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and (ii) not use the Software for illegal purposes.

c.   Subject to Section 11 (Client Configurations), other than Innovative, no one is permitted to copy, modify, reverse engineer, decompile, or disassemble the Software, create derivative works thereof, or separate the Software into its component files. All rights to the Software that are granted to Client in this Agreement are limited to the object code versions of the Software and in no event will Client be deemed to have any right, title or interestin the source code of the Software.

d.   The Software may be used by the base number of Client's worldwide employees, third-party auditors, agents and contractors ("Authorized Users") set forth in the Pricing Exhibit to the License Agreement for such Software and such additional Authorized Users as may be hereafter identified to Innovative by Client for which Client pays the additional Fees referred to in Section 4(a) of this Agreement. Each Authorized User license is allocable to a single full-time user of the Software and may be transferred to another user only on a full-time basis.Authorized User license(s) may not be shared on a part time or concurrent user basis. For the avoidance of doubt,Client patrons do not fall within the restrictions of Authorized Users.

e.   The license granted to Client pursuant to this Agreement will include, at no additional cost, a license to useall new scheduled major releases, service pack releases, and hot fixes of the Software offered generally by Innovative to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Innovative, each of which require a separate license and payment of additional license fees. The term "Software" will be deemed to include New Releases. Additional fees at Innovative's then-prevailing professional service rates will apply for implementation of New Releases.

f.   Innovative offers support for the Software in accordance with the Support Terms, the terms of which are incorporated by reference herein.

g.   The license granted hereunder grants Client the right to use a single production instance (copy) of the Software and up to two (2) additional instances (copies) of the Software for non-production use at no additional charge. All copies of the Software are subject to the terms of this Agreement. Non-production use includes training,development, testing, quality assurance, staging or preproduction provided that the copies of the Software are notused in a production environment or as a backup to production. Except to the extent expressly set forth in a LicenseAgreement, this license grant does not provide Client with any rights to hosting services.

h.   If, during the Term of this Agreement, Innovative discontinues any Software, then Innovative will deliver toClient notice to such effect no less than twelve (12) months prior to the discontinuation of such Software and Client's annual Fees will be decreased a pro-rated amount equal to the annual line item Fees for that Software starting in the next years' annual invoice.

2.   **Acceptance**. Following the execution of the Agreement by the parties, Innovative will deliver the Software,in its preconfigured, out-of-the box format, to Client (i) via the Internet, if Client has purchased hosting services from Innovative pursuant to the Hosting Terms or (ii) by making it available to Client to download via an FTP site or othermutually agreed upon method, if Client has not purchased hosting services from Innovative pursuant to the HostingTerms. Client will be deemed to have accepted that the out-of-the box Software has been delivered upon initial download or receipt.

3.   **Ownership**.

a.   All Intellectual Property Rights (defined below) in the Software and also including, without limitation, all improvements, enhancements, modifications, Client-specific upgrades, or updates to the Software, developed by either party, solely or jointly (collectively, "Innovative Products"), will remain the exclusive, sole and absolute property of Innovative or the third parties from whom Innovative has obtained the right to use the Innovative Products. Intellectual property created by Innovative pursuant to this Agreement, or any other party at the request or direction of Innovative, will be owned by Innovative. "Intellectual Property Rights" means any and all intellectualproperty rights existing from time to time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. Client hereby assigns to Innovative all right, title and interest in any feedback and suggestions it provides to Innovative regarding the Software or other products commercialized by Innovative now or in the future. This Agreement does not convey to the Client any interest in or to the Innovative Products or any associated IntellectualProperty Rights, but only a limited right to use the Software to the extent set forth in this Agreement, which right is terminable in accordance with the terms of this Agreement and is otherwise subject to the limitations, restrictions, and requirements contained herein. If Client configures or otherwise modifies the Software using an API licensed hereunder, Client will also have a license to use such configurations or modifications as part of the Software on the terms set forth in Section 1. Rights not expressly granted to the Client are hereby expressly reserved by Innovative.

b.   For purpose of this Agreement, as between Innovative and Client, any Intellectual Property Rights in the Innovative Products to the extent owned by any third party will be and remain the exclusive property of such third party. The Software may include third-party software and products, which are described in the documentation and/orSpecifications made available to Client by Innovative, and any third-party pass-through terms relating to such third-party software and products are identified therein (or by other mode of disclosure).

c.   Except as expressly stated herein, Client will exclusively have and retain all right, title and interest, includingall associated Intellectual Property Rights, in and to data that Client enters into the Software or disclosed by Clientto Innovative in its performance hereunder ("Client Data"), and, as between Client and Innovative, such Client Datawill remain the sole property of Client. Client hereby grants to Innovative a license to use Client Data (i) to processthe Client Data pursuant to Client's business requirements, (ii) for maintenance and support of the Software, (iii) to collect and use aggregate, non-identifying and anonymized data, and (iv) for research and development purposes.Client acknowledges and agrees that it will have no rights in any products or services created or sold by Innovativeor its affiliates that use any of the Client Data in the manner set forth in (iii) or (iv) of the preceding sentence. To the extent that applicable law requires any permissions or authorizations to have been obtained prior to submission of Client Data to Innovative (including without limitation from individuals to whom the data pertains), Client warrants and covenants that it (and its Authorized Users, as applicable) will have first obtained the same permissions or authorizations prior to transmitting such data to Innovative. Client will defend, indemnify

and hold harmless Innovative in the event of any third-party claim arising from a breach of the aforesaid warranty and covenant.

4. **Fees; Expenses; Payment Terms**.

a. In consideration of receiving a limited license to use the Software, Client will pay the fees set forth in the Pricing Exhibit to the License Agreement (the "Fees") on the terms set forth therein. Initial invoicing under this Agreement will occur when the Software is initially delivered to Client per Section 2; subsequent renewal invoices will be sent to Client prior to the date such payment is due. Invoices for any Renewal Terms may be provided to Client up to 90 days prior to the effective date of such Renewal Term. Client will notify Innovative in writing if Client thereafter requires additional Authorized Users or additional Software modules, and will pay the fees for such additional Authorized Users or additional Software modules in accordance with the terms set forth on the invoice for such fees. The Software may, from time to time, electronically transmit to Innovative reports verifying the type and number of Authorized Users, and Innovative may utilize license keys or other reasonable controls to enforce Authorized User license limitations. Client will cooperate with Innovative in all such efforts.

b. Fees for additional Third-Party Software, hardware and services are subject to change and will be quoted at the then current rate.

c. All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery and license of the Software, all of which Client will be responsible for and will pay in full, other than taxes based on Innovative's net income. Client will provide Innovative its state issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional taxes for goods or services sold under this Agreement at any time, Client and not Innovative will be solely responsible for payment of such additional taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Additionally, should Client be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Innovative hereunder, then the sum due to Innovative will be increased by the amount necessary to yield to Innovative an amount equal to the sum Innovative would have received had no withholdings or deductions been made.

d. Where this Agreement establishes a due date for a payment and/or a recurring method for payment, payment will be due and payable on such due date and/or according to the method specified. Other fees or expenses charged pursuant to this Agreement will be paid at the amounts set forth in the invoice within 30 (thirty) days of the date of the invoice. All amounts stated herein and all Fees determined hereunder are in U.S. Dollars, unless otherwise required by applicable law.

5. **Limited Warranty**.

a. Innovative warrants, solely for the benefit of Client, that:

   i. It has the corporate power and authority to enter into this Agreement and to grant Client the license to the Software hereunder; and

   ii. The Software will conform in all material respects to the applicable technical documentation for the Software provided to Client by Innovative and expressly identified by Innovative as the specifications for the Software (collectively, the "Specifications").

b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR (i) THE

WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF INNOVATIVE WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT- FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 5(a), THE SOFTWARE, INCLUDING ALL CONTENT, IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY,INTEGRABILITY OR ACCURACY, AND CLIENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FORSELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF, INCLUDING ALL CONTENT GENERATED THROUGH USE THEREOF.

c.   As the exclusive remedy of Client for a breach of the limited warranties set forth in Section 5, for any erroror other defect for which Innovative is solely responsible, Innovative will, at its option, either (i) correct or repair the Software, or (ii) accept termination of this Agreement and refund the unused balance of any prepaid Fees for the Software, prorated for the period commencing on the date the error or defect was reported by Client to Innovative and continuing throughout the balance of the period to which such Fees apply. None of the above warranties or remedies in this Section 5 will apply with respect to any Software that has been damaged or modified by any partyother than Innovative, or used in a manner for which the Software is not designed or intended.

6.   **LIMITATIONS ON LIABILITY**. This is addressed in main agreement already.
7.   Confidentiality**.**

a.   Client acknowledges that all documentation, audit reports, technical information, software, Specifications and other information pertaining to the Software, and/or Innovative's business interests or activities, financial information, methods of operation or customers that are disclosed by any party to Client in the course of performing this Agreement or any ensuing business arrangement are the confidential and proprietary information of Innovative. Innovative acknowledges that Client Data and other proprietary Client materials are the confidential information of Client. The information and materials described in the preceding sentences is referred to herein as "Confidential Information." Notwithstanding the foregoing, the term "Confidential Information" does not includeinformation pertaining to a party if (i) such information is generally known to the public through no improper action or inaction by the other party, (ii) was, through no improper action or inaction by the other party, in the possessionof the other party prior to the Effective Date, or (iii) rightly disclosed to the other party by a third party if such disclosure does not violate the terms of any confidentiality agreement or other restriction by which such third party may be bound.

b.   All Confidential Information will be held in confidence and may not be copied, used or disclosed other than as set forth in this Agreement. Each party must take all reasonable efforts to protect the confidentiality of and prevent the unauthorized use of any such Confidential Information by any third party within such party's control. Each partymay disclose Confidential Information (i) to the receiving party's employees and contractors required to have accessto such Confidential Information for the purposes of performing this Agreement or using the Software, provided each party hereto notifies its employees and contractors accessing such Confidential Information of the confidentiality obligations in this Section 8; or

(ii) if such disclosure is in response to a valid order of any court, statute (such as the California Public Records Act), or other governmental body ("Order"), in which event, the disclosing party must use reasonable efforts to provide the other party with prior notice of such Order, to the extent legally permitted to do so and in accordance with the Order. Under no circumstances will Confidential Information received from Innovative be disclosed to any competitor of Innovative without Innovative's advance written permission.

c.   Recognizing any improper use or disclosure of any Confidential Information by either party may cause theparty whose Confidential Information is improperly used or disclosed irreparable damage for which other remediesmay be inadequate, a party whose Confidential Information is improperly used or disclosed will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

d. Notwithstanding the above Confidentiality provisions, Innovative recognizes that that County of Monterey is a public agency subject to disclosure requirements of the California Public Records Act ("CPRA").

e.

f.

8.   **Term; Termination**.

a.   The term of the Agreement is set forth in the County of Monterey Professional Services Agreement.

b.   If either party hereto fails to perform or comply with any material term or condition of this Agreement, specifically including Client's failure to pay any Fees (such party being the "Breaching Party"), and such failure continues unremedied for 30 (thirty) days after receipt of written notice, the other party may terminate this Agreement. Notwithstanding the foregoing, if the Breaching Party has in good faith commenced to remedy such failure and such remedy cannot reasonably be completed within such 30-day period, then the Breaching Party willhave an additional 30 (thirty) days to complete such remedy, after which period the other party may terminate this Agreement if such failure continues unremedied.

c.   Client may terminate this Agreement at any time during the Initial Term effective as of the date of the nextannual anniversary of the Effective Date if Client's budget (funding) is eliminated and Client provides written evidence to Innovative of the elimination of Client's budget (funding), such evidence to be in the form and substancereasonably requested by Innovative.

d.   Except for a termination by Client pursuant to Section 9.b., and unless as otherwise set forth in this the Monterey County Professional Services Agreement, upon any termination of this Agreement, all prepaid Fees will be nonrefundable and Client will be responsible for all Fees and expenses for the Software provided prior to and as of the date of termination. Any termination of this Agreement will not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this Agreement. Upon termination of this Agreement, the rights andduties of the parties will terminate, other than the obligation of the Client to pay Fees and costs in accordance herewith, and the obligations of the parties pursuant to Monterey County Professional Services Agreement, Sections 7 (Termination), 8 (Indemnification), 10 (Records and Confidentiality), 15 (Miscellaneous Provisions), and Accompanying Exhibit A Section 1.c. (Software License), Section 3 (Ownership), Section 4 (Fees; Expenses; Payment Terms), Section 7 (Confidentiality), Sections 8.d. and 8.e. (Termination), Section 10 (Client Configurations) and Section 14(General). Within 30 (thirty) days of receipt of a written request following a termination of this Agreement, each party must return or destroy all Confidential Information of the other party, as requested in writing by the other party. Notwithstanding the foregoing, a party will not be obligated to destroy data containing Confidential Information of the other party when it would be commercially impracticable for the receiving party to do so (for example, when Confidential Information is contained in e-mail stored on backup tapes or other archival media), but for so long as such receiving party is in possession of such Confidential Information of the other party, the terms of Section 8

(Confidentiality) hereof will continue to restrict the receiving party's use or disclosure of such Confidential Information. Neither party will be liable to the other for any termination or expiration of this Agreement in accordancewith its terms.

e.   Following termination of this Agreement, Innovative has no duty whatsoever to deliver to Client any parts of its programming, data model, or any other information regarding which Innovative claims a proprietary or Intellectual Property Right. To the extent that Innovative is requested to perform any services for Client in connection with the termination of this Agreement (including without limitation providing Client with a copy of Client Data in a commercially-standard format to be agreed upon by the Parties), such service will be performed pursuant to a written statement of work under a separate professional services agreement and paid for by Client, applying Innovative's then-current rates for daily/hourly work, as the case may be.

9.   **Third Party Software**. The Software may contain third-party and/or "open source" code provided under third-party license agreements. The terms and conditions of such third-party license agreements will apply to suchsource code in lieu of these terms, where applicable, and Client is responsible for compliance therewith. A listing of certain third-party and/or open source code contained in the Software, the respective license terms applicable to such code, and certain related notices are included in the documentation and/or Specifications made available to Client by Innovative. Except as required for the authorized use of the Software as contemplated herein, Client maynot use any name or trademark of any supplier of third party or open source code without such party's prior writtenauthorization.

10.   **Client Configurations**. Client will be permitted to use one or more application programming interfaces (APIs) made available by Innovative to configure the Software hereunder in accordance with the Specifications (such configurations or other modifications, "Client Configurations"). Client will not use any other API to modify or configure the Software. No API may be used to create any Client Configuration that, in whole or in part, mimics anymaterial functionality of any software or service developed or marketed by Innovative or that would reasonably be deemed competitive to any software or service developed or marketed by Innovative if the Client Configuration were to be released to the public market. Innovative disclaims all representations and warranties, express or implied, regarding Client Configurations and assumes no liability whatsoever with respect to Client Configurations. Client agrees to indemnify and hold harmless Innovative from all damages and out-of-pocket costs (including reasonableattorney fees) for any third-party action based on a claim that any Client Configuration infringes a copyright or a patent, or constitutes an unlawful disclosure, use or misappropriation of another party's trade secrets.

11.   **Back-Up Activities**. Except to the extent that Client purchases Innovative's hosting service or back-up services, Client has the sole responsibility for the maintenance and protection of all data input into the Software, including, without limitation, the making, storing and security of back-up and archive copies of such data and the Software (collectively "Back-Up Activities"), and Client acknowledges Innovative will not perform any Back-Up Activities for or on behalf of Client.

12.   **Data Privacy**. Innovative follows industry standard privacy practices, available at https://www.iii.com/services-privacy-policy/.

13.   **Security**. Innovative holds the internationally-recognized ISO 27001:2013 standard for its information security management system. Security and compliance is a shared responsibility between Innovative and the Client. Innovative operates, manages and controls the components from the host operating system layer to the networkinglayer, if Hosting is identified in the Pricing Exhibit. All physical security is managed by Innovative's hosting partner. The Client assumes shared responsibility and management of the Software. Client should take into consideration the Client Configurations and any third-party application they choose and their responsibility depending on any applicable laws and regulations. Innovative takes reasonable and appropriate administrative, technical and physical measures to protect the confidentiality, integrity and availability of Client's sensitive information.

14.   **General**.

a.   Force Majeure. Neither party will be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of carriers, third-party local exchange and long distance carriers, utilities, Internet service providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control (a "Force Majeure Event").

b.   Invalidity. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.
c.

d.   Publicity. Except as provided in this Section, neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Innovative will have the right to issue public statements pertaining to the existence of the business relationship between Innovative and Client, including the right to limited use of Client's name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials.

Exhibit C-1
Innovative Interfaces
IncorporatedMaintenance and
Support
Terms and Conditions

These Maintenance and Support Terms and Conditions ("Support Terms") apply to the License Agreement.Unless otherwise specified, capitalized terms in these Support Terms have the same meaning as those in the GTCs.The terms set forth herein supplement, but do not replace or modify, the GTCs.

1.   **Maintenance and Support**. Innovative will offer maintenance and support on the terms set forth herein ("Maintenance and Support") for the latest generally available version of the Software and for certain earlier versions in accordance with Innovative's support policy. Standard Maintenance and Support is included with the price for theannual license set forth in the License Agreement.

2.   **Error Response**. Error descriptions (each an "Error"), the Error severity levels and corresponding targetedresponse time per level are each described in the table below. The Targeted Response Times in the table below identify the response times that Innovative will target for the corresponding Error, however, such Targeted Response Times are not guaranteed.

Severity	Description	Target Response Time
One - Site Down	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespreadsystem availability, production system is down	1 hour
Two – Critical	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to:excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of themodule or the data	2 hours
Three - High	Lesser issues, questions, or items that minimally impact the workflow or require a work around	2 business days;excludes holidays and weekends
Four – Routine	Issues, questions, or items that don't impact the work flow. Issuesthat can easily be scheduled such as an upgrade or patch	4 business days;excludes holidays and weekends

3.   **Error Reporting and Diagnosis**.

a.   Client must designate a representative as the contact that will report Errors to Innovative and be Innovative's primary contact for the provision of Maintenance and Support pursuant to the terms of this Agreement(such representative is referred to herein as the "Client Contact"). When a Client Contact reports an Error, Innovative will use commercially reasonable efforts to diagnose the root cause of the Error ("Diagnosis"). Upon completing theDiagnosis, each Error will be classified as either a "Warranty Error" or a "Non-Warranty Error" pursuant to Section
3.b. below. Innovative will use commercially reasonable efforts to diagnose and repair both Warranty and Non- Warranty Errors as described below.

b.   "Warranty Errors" are all Errors that do not qualify as Non-Warranty Errors. "Non-Warranty Errors"are Errors resulting from any of the following causes: (i) misuse, improper use, alteration or damage of the Software;

(ii) operator error; (iii) incorrect data entry by Client; (iv) third-party software not part of the Software; (v) errors and/or limitations attributable to Client environment; (vi) Client's failure to incorporate any New Release previously provided to it by Innovative which corrects such Error; (vii) modification of the Software performed by Client; and

(viii) technical consulting services provided by Innovative at Client's request (e.g., change orders, integration development, or configuration design and implementation), unless Client notifies Innovative of such technical consulting services problem within the applicable warranty period set forth in the governing statement of work, change order or agreement. Client acknowledges that the Software is intended for use only with the software and hardware described in the Specifications provided by Innovative from time to time, and Client will be solely responsible for its adherence thereto.

c.   If the Client is hosting their Software, the Client must provide direct network internet access to theSoftware, including any firewalls. Innovative requires such access to correct Software bugs and carry out modifications of the Software for the purpose of maintaining the Software.

4. **Complimentary and Chargeable Support**. Innovative will respond to all reported Errors pursuant to Section 2 above and will use commercially reasonable efforts to resolve Warranty Errors at no additional charge ifClient has purchased and is current on its payment for Maintenance and Support; however, Innovative may chargeClient for such effort with respect to Non-Warranty Errors according to the following process: (i) When the Client Contact reports any Error, prior to commencing the Diagnosis for the Error, Innovative will notify the Client Contact that the Diagnosis and repair effort will be at no charge to Client unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis will be at no charge; and (ii) Innovative willthen commence the Diagnosis unless instructed otherwise by the Client Contact. If more than two hours are required for the Diagnosis of Non-Warranty Errors, then such additional Diagnosis hours will be charged to Client at Innovative's then-current rate for technical services. Once the Diagnosis is complete, the Client Contact will be given the option of having Innovative proceed with repairing the Non-Warranty Error, and, if so requested, Innovative will provide an estimate of the total cost for such effort. If agreed to by the Client Contact, Innovative will undertaketo repair the Non-Warranty Error and charge Client for the associated technical services performed.

5. **Ticket Management and Escalation**. Innovative manages all reported issues using a ticket managementsystem, and provides an Internet portal for Clients to report issues. Clients may review the status of issues reportedonline. When an Error is either unresolved or not resolved in a timely fashion, the Client should contact Innovativerepresentatives pursuant to Innovative's escalation policy made available on Innovative's Internet portal.

Exhibit D-1
Innovative Interfaces
IncorporatedHosting Services
Terms and Conditions

These Hosting Services Terms and Conditions ("Hosting Terms") apply to the License Agreement if, and only to the extent that, Hosting Services are identified on the Pricing Exhibit to the License Agreement as a purchased service. Unless otherwise specified, capitalized terms in these Hosting Terms have the same meaningas those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. **Hosting Services**. The following terms apply for all purposes to Client's license to and use of theSoftware under the Agreement.

2. **Hosting Solution**. Innovative offers clients a standard cloud-based hosting option (the "Standard Plan").The table below sets forth the features of the Standard Plan. This option provides industry-leading security and monitoring at a SOC 1/SOC 2 Type 2/ISO 27001-audited datacenter by a top-tier cloud hosting provider (the "Hosting Provider"), with the flexibility to meet clients' data storage, data recovery, and information security policyrequirements. To meet clients' global hosting needs, Innovative offers hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Innovative reserves the right to increase, decrease and/or relocate its datacenters at anytime.

Feature	Standard
24x7 infrastructure monitoring	☐
Dedicated production environment	☐
99.9% guaranteed infrastructure uptime**	☐
Dedicated public IP address and custom URL	☐
Operating system installation and management	☐
Library software installation and upgrades	☐
Data backups	Daily
Archive data backup retention	30 days

3. **Hosting Solution System Configuration.** The hosting systems are configured to meet the solutionrequirements as per the Hosting Terms set forth on the Pricing Exhibit to the License Agreement.

4. **Security Controls**.

a. <u>Generally</u>. Subject to the terms of the Agreement, Innovative implements industry-recognized best practices to prevent the unintended or malicious loss, destruction or alteration of Client's data resident in theSoftware.

b. <u>Network Systems Audit Logging</u>. All firewall logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by Innovative and those pertinent log files and configuration files are retained for ninety (90) days andcan be made available upon request for audit and problem resolution, as may be required.

c. <u>Network Monitoring</u>. All network systems and servers are monitored 24/7/365. Innovative will monitor its systems for security breaches, violations and suspicious (questionable)

activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorizedchanges to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access andservice attacks, e.g., denial of service attacks.Audit and Security Testing. Hosting Providers perform regular security audits and testing. Client'smay not perform own audits of hosting providers.

     d.   <u>Information Security Auditing/Compliance</u>. Innovative's hosting providers undergo SOC 1/SOC 2Type 2/ISO 27001 audits each year by independent third-party audit firms.

     e.   **The 99.9% guaranteed infrastructure uptime is subject to the following Service Level Agreement
(SLA):

     i.   <u>Hours of operation/exclusive remedy for service unavailability</u>. Innovative offers a monthly infrastructure uptime target of 99.9% of Scheduled Up-Time to Client. Scheduled Up-Time means all of the time in a month that is not Scheduled Downtime or Third Party Unavailability. In the event that Innovative failsto provide Client with 99.9% infrastructure uptime for three consecutive months, Client will be entitled to receive acredit equal to the prorated amount of the Fees for the period in which Innovative failed to provide such infrastructure uptime during such months upon receipt of written notice from Client. The remedies set forth in thisParagraph (i) are the exclusive remedies of the Client for Innovative's failure to provide Client with 99.9% infrastructure uptime.

     ii.   <u>Scheduled Downtime</u>. Scheduled Downtime means the period of time which Innovative orthe Hosting Provider, conduct periodic scheduled system maintenance and release updates for which Innovative will provide the Client with advance notice. Innovative will make commercially reasonable efforts to provide Client notice of scheduled system maintenance 48 hours in advance and notice of release updates three weeks in advance.