

**AGREEMENT**

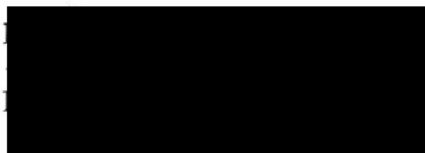
Between EnvisionWare, Inc. ("EnvisionWare", "we", "us" or "our")

and

Orland Park Public Library ("Customer", "you" or "your")

We agree to sell to you certain equipment, software, and service according to the terms of this agreement, which includes the attached Standard Terms and Conditions and associated Exhibits (all of which are made a part of and referred to as the "Agreement").

You and we each acknowledge that we both agree to be bound by the terms of this Agreement and have had a duly authorized representative execute this Agreement below under seal.




(seal)

Print Name: Michael J Monk  
Title: CEO

Customer:

ORLAND PARK PUBLIC LIBRARY

By:  (seal)

Print Name: MARY K. WEIMAR  
Title: LIBRARY DIRECTOR

3/13/13

Principal business address:

2855 Premiere Parkway  
Suite A  
Duluth, GA 30097  
Attn: Michael J. Monk, CEO  
Telephone: 678-382-6590  
Fax: 678-382-6501  
Email: mmonk@envisionware.com

Principal business address:

14921 RAVINIA AVENUE  
ORLAND PARK IL 60462  
Attn: MARY K. WEIMAR  
Telephone: 708 428 5203  
Fax: 708 428 5182

Effective Date: March 13, 2013

Agreement No.: C010919

## STANDARD TERMS AND CONDITIONS

1. We will deliver, install, and test the product (the "Product") we have agreed to sell to you as specified in the specification (the "Specification") contained in the quotation or RFP response attached hereto as Exhibit A, when it is finally agreed to and signed off by you and us. We will also provide service and train your personnel as specified in the Specification.
2. Subject to the terms of this Agreement we hereby grant to you a non-exclusive license, without the right to sublicense, to the software specified in the Specification to (i) install, use and display the software on the designated systems; and (ii) use the documentation solely in connection with the authorized use of the software. We retain all rights not specifically granted in this Agreement. The terms of use of the software are contained in the Software End User License Agreement and Warranty ("EULA") attached hereto as Exhibit B. The start of the warranty stipulated in the EULA is amended as follows:
  - A. The limited one-year warranty shall commence upon acceptance of the system.
3. You agree to respect our intellectual property, that you will not use our trademarks or logos without our permission, and that you limit access to provided technical documentation to your library staff. We own the software. Under no circumstances may you transfer our manuals, documentation, software, or license to another entity without our prior written approval. Any transfer in violation of this provision shall be of no power or effect. You agree to not provide any of our Products, software, documentation, confidential information or licenses to a competitor of ours. You may not publish technical information about our Products in a forum that is publicly accessible. Your use of the Product on a protected Intranet is acceptable provided that only your staff has access to the system.
4. We reserve the right to list you as our customer on our customer list.
5. A copy of our insurance certificate is attached as Exhibit C.
6. Our prices as set forth in the Quotation are inclusive of all crating, freight, and delivery charges. Prices quoted are fixed for twelve (12) months from the date of this Agreement. When we introduce new Products, the discounted prices will be added to the PICS Estimate (as published in the EnvisionWare Customer Center for your library) at discounted prices. After twelve (12) months, quoted prices may increase by not more than the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending in January of each year of the contract , except for those RFID-related components affected by the Euro/Dollar exchange rate. You will be notified about price increases that may affect future add-on purchases at least sixty (60) days prior to an effective change.
7. You agree that other public institutions may acquire products directly from EnvisionWare using the prices published in the PICS and updated PICS described in Par 6 above.

8. Our payment terms are as follows:
  - A. System purchases and custom-built items: 50%/Bal-N30 upon Acceptance. Acceptance criteria are developed in advance of delivery so that acceptance can be accomplished according to mutually agreed upon tests.
  - B. Tags and Consumables: Net 30 days after invoice.
  - C. Maintenance: Full payment prior to expiration of your first year warranty or prior to the expiration of the current maintenance period.
9. We are not responsible for delays caused by non-working library equipment, viruses or worms on your systems, or any other delays caused by you or your staff. If you cause delays that result in added expense to us, we will issue a change order to recover for those losses and you agree to pay for such losses. We will be responsible for delays caused by us.
10. You agree to provide space, network connections, and power as outlined in the Specification for each device. For building modifications, we agree to provide technical documentation that clearly defines the requirements for the modifications. We are responsible for the accuracy of the documentation we provide. If an error in our documentation results in construction error, we will be responsible for such error, but we retain the right to obtain competitive bids to mitigate the costs of remedy. You are responsible for ensuring the modifications are completed prior to our scheduled installation time. If modifications are not completed or are incorrect, you will be responsible for correcting the errors and for payment of the costs associated with the lost time and travel of our staff.
11. We will install the Product on your computers (per the Specification) or those provided by us provided you make a library technical staff person available to provide administrative access and aid us in resolution of any issues relating to network connection, permissions, or other things over which we have no control.
12. The warranty period stated in the EULA will commence upon installation of the Products. We will maintain the Product for the duration of the warranty period. You will be responsible for basic troubleshooting and providing assistance to our support staff that will assist via email, telephone, remote access, or other tools that provide access and communication with you and your system. If an on-site visit is required because of a hardware failure that is not easily remedied by a simple swap of a module, we will come on site at no additional expense to you. We will answer 90% of all incoming support calls with a live technician, we will respond to all inquiries within two hours, and we will attempt to remedy any major outage within 48 hours. The performance terms of the warranty are superseded with the Platinum, or optionally PlatinumPLUS, level service level agreement ("SLA") for customers purchasing RFID, AMH or the 24-Hour Library as defined in Section 19.

13. You agree to provide remote access via the Central Management system we install as part of this Product. If you do not agree, we will increase your annual maintenance agreement amount by 10%.
14. During the warranty period, we will respond your questions and aid you in the support of your Product. If you need additional installation services for expansion of your system or reinstallation of systems because of your hardware failures or related issues, our Professional Services Implementation Consultants will be available to help you for a fixed rate via telephone or on-site as defined in the price schedule set out in the quotation or RFP response.
15. We will provide notice of available software updates, which you may download at your convenience and install on your systems according to your timetable for as long as you are covered under warranty or maintenance. In order to know about these updates, you must subscribe to our customer forum.
16. When you update the software, we will answer your questions for these processes and help you to understand how to perform your upgrades. If you wish to have us perform your upgrades, we will provide options for those services from our Professional Services group.
17. We will train you to use your system effectively and to obtain maximum value for your investment. We will use skilled professionals that will help you plan a seamless implementation experience. We will minimize disruption to your current services and we will work in a professional manner that assures continued good public service and convenience for your staff. Upon successful completion and your total satisfaction, we will ask that you serve as a reference to other libraries that are considering similar purchases.
18. You agree to pay us on time. If you do not provide timely payment, we will discontinue providing our services and support to you. In the event that you are ever dissatisfied, we ask that you contact us and provide an opportunity for remedy. You may escalate your service request to [customersatisfaction@envisionware.com](mailto:customersatisfaction@envisionware.com) at any time.
19. You may purchase additional maintenance agreements for future years at a discount if you pay for additional maintenance with your original order. The discounted prices are defined in Exhibit A used to make this purchase. If you do not pay in advance for maintenance, near the end of the warranty period or each successive maintenance renewal period, you will receive an invoice for the annual maintenance agreement. We will provide a separate value for software and hardware so that you can decide to cover your entire system or only software. If you elect hardware coverage, all items must be covered. You will not have hardware protection without an agreement, which also means that you will not have access to firmware updates. If you choose not to purchase hardware coverage, the alternative is a time and materials charge plus expenses. When you are covered by hardware maintenance, you have the assurance of prompt remedy, which cannot be provided under the same Service Level Guarantee under a time and materials program. If you fail to pay your maintenance invoice on time, you will receive a 30-day grace period after which your support services and access

to downloads will be suspended until payment is received. Maintenance agreements are available under four programs (the Library is covered by C: Platinum Level Support):

- A. Time and Materials: If you are not covered by a maintenance agreement, when service of any kind is required you may contact support during normal business hours of 8:30am to 7:00pm Eastern US Time, Monday through Friday. A support technician will forward terms for time and materials for your acceptance. Upon acceptance of the terms the technician will provide the requested services at the hourly rates specified in Exhibit A. There is a minimum charge of one hour per incident. All hardware, labor and travel expenses will be invoiced. Software patches and new versions of licensed software are not included. If a software or firmware update is required you will have the option to catch up on lapsed maintenance or pay for a new license, whichever is lower in cost.
- B. Gold Level Support: Services available via the EnvisionWare Customer Center portal and via toll free telephone in North America from 8:30am to 7:00pm Eastern US Time, Monday through Friday. Calls are answered within 4 hours during those hours. Onsite response is guaranteed for 24 hours after determination that a site visit is required for weekday visits. There is no preventative maintenance service included in Gold Level support. Software patches and new versions of licensed software are available.
- C. Platinum Level Support: Services available via the EnvisionWare Customer Center portal and via toll free telephone in North America 24x7 365 days per year. Our objective is to have calls answered within 2 hours during all times and onsite response generally dispatched within 4 hours of determining that a site visit is required. The maximum interval for onsite arrival is 24 hours after determination that a site visit is required. If a sorter (AMH) or 24-Hour Library is purchased, a preventative maintenance site visit is performed within 60 days of each annual renewal. The preventative maintenance service includes proactive replacement of parts, cleaning, system updates and performance testing and certification. Continual, consecutive Platinum Level Support renewals assure a long life for products covered by preventative maintenance. The lifetime coverage limit is specified on a per-item basis and in no case exceeds a guaranteed lifetime of ten (10) years. Software patches and new versions of licensed software are available.
  - i) Platinum Support Performance Penalty: In the event that the SLA is not met, you may request a credit for one month of maintenance on the item that is being serviced by contacting the Director of Support and citing the Case number and performance metrics.
- D. PlatinumPLUS Level Support: Services available from a dedicated field technician via the EnvisionWare Customer Center portal and via a dedicated telephone number. Calls are answered within 1 hour during all times. Our objective is to have onsite response dispatched within 2 hours of determining that a site visit is required. Our objective is to have the maximum interval for onsite arrival be 6 hours after determination that a site visit is required. Preventative maintenance is continual and performed monthly. The

preventative maintenance service includes proactive replacement of parts, cleaning, system updates and performance testing and certification. Continual, consecutive PlatinumPLUS renewals assures a long life for products covered by preventative maintenance. The lifetime coverage limit is must be specified on a per-item basis and in no case exceeds a guaranteed lifetime of ten (10) years. Software patches and new versions of licensed software are available and applied by the dedicated technician. The dedicated technician provides ongoing training and orientation for new staff. Spare parts are stocked locally. You must provide network access, locked storage and facility and computer access to facilitate proactive delivery of services. PlatinumPLUS customers have a direct escalation path to the Director of Support. PlatinumPLUS Level Support requires coverage of all items purchased from EnvisionWare that remain in use by you.

- i) PlatinumPLUS Support Performance Penalty: In the event that the SLA is not met, you may request a credit for one month of maintenance on the item that is being serviced by contacting your dedicated technician via email and citing the case number and performance metrics.
- E. Should we fail to achieve the applicable performance objective for a service level measured as an average of all failures over a calendar quarter not meeting the SLA objective of all incidents set forth above and if you have notified us in writing (with appropriate details of the failure) no later than thirty calendar days from the end of the calendar quarter in which failure occurred, we will credit the next invoice to you in the amount of one month of maintenance as pro rated. The measurements will reset each calendar quarter.
- F. A failure to achieve a service objective shall not be a breach of this SLA or give rise to a credit if and to the extent that failure to achieve a service objective was primarily caused by any one or more of the following:
- i) Prioritization of tasks or reduction of resources requested by you in writing with the written understanding by the parties that we will be excused by any resulting service level impact;
  - ii) A Force Majeure Event pursuant to the Agreement;
  - iii) Any breach, failure to perform an agreed upon responsibility, user error or other act or omission of you or your customers, third party contractors or agents that materially prevents us from achieving the applicable service level; or,
  - iv) Problems originating from your (or your customer's) facility, network, hardware, software, hosting facility, server or other provider, that are outside the scope of our services.



20. If your budget prevents you from acquiring maintenance or local ordinance prevents an annual agreement in advance of a fiscal period, your system will not be disabled by software expiration but you will not have access to updates or technical support. If you later choose to resume maintenance, you will be charged for the amount since the lapse of your warranty or last renewal. This amount covers the continuing development and evolution of the system during your lapsed period. That fact that you did not avail yourself of telephone or other support services during this period is no cause for adjustment. This means that the cost whether paid regularly or in arrears is the same.
21. All notices shall be given via email or in writing and delivered by fax, hand, certified first class mail, or overnight courier, addressed to the receiving party at the address stated below. Notices shall be deemed given when (i) sent by fax to the fax number specified below; (ii) delivered by hand to the address specified below, (iii) three (3) days after mailing by certified first class mail (iv) one (1) day after delivering to a recognized overnight delivery carrier or (v) one (1) day after sending via email. For notices to us, you will send a copy to Jason A. Bernstein, Esq., Barnes & Thornburg, LLP, Suite 1700, 3475 Piedmont Road, NE, Atlanta, GA 30305-2954, jason.bernstein@btlaw.com.
22. EnvisionWare shall comply fully with the obligations of confidentiality set forth in the Illinois Library Records Confidentiality Act. In order for any information to be considered confidential in the EULA, either information must be a "Registration Record," or a "Circulation Record," within the meaning of the Illinois Records Confidentiality Act, or disclosing party must label information in accordance with the provisions of Section 7 of the EULA.
23. EnvisionWare shall reimburse the library for reasonable costs associated with the indemnification provisions of Section 8 of the EULA.
24. The limits of liability stipulated in Section 9 of the EULA shall be amended to increase the limits of liability to two and one half (2.5) times the purchase price paid by the library.
25. The entire agreement shall be governed by the laws of the State of Illinois.
26. This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, and cancels, terminates, and supersedes all prior written and oral understandings, sales and promotional materials, agreements, proposals, promises and representations of the parties or any other person with respect to any subject matter contained herein. No representation or promise hereafter made with respect to the subject matter of this Agreement, nor any modification or amendment of this Agreement, shall be binding unless in writing and signed by the parties. The provisions of these Terms and Conditions shall control in the event of any conflict with any provisions in the EULA.
27. Development Commitments are set forth in Exhibit D.

*[Remainder of this page intentionally left blank]*

**Exhibit A –  
RFP Response or Estimate**



**Exhibit B –**

**EnvisionWare, Inc. End User License Agreement and Limited Warranty**

ENVISIONWARE, INC.

END USER LICENSE AGREEMENT AND LIMITED WARRANTY ("EULA")

**IMPORTANT:** PLEASE READ THE TERMS AND CONDITIONS OF THIS EULA CAREFULLY BEFORE USING THE SOFTWARE. ENVISIONWARE, INC. ("ENVISIONWARE") IS WILLING TO LICENSE THE SOFTWARE TO YOU AS THE INDIVIDUAL, THE ORGANIZATION, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SOFTWARE (REFERRED TO AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS EULA.

UPON AND AS OF THE DATE ENVISIONWARE SENDS AN EMAIL TO YOU (THE "EFFECTIVE DATE") ISSUING CREDENTIALS TO LOG INTO ENVISIONWARE'S WEBSITE FROM WHERE THE SOFTWARE MAY BE DOWNLOADED, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS EULA.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, DO NOT ATTEMPT TO DOWNLOAD OR INSTALL THE SOFTWARE, OR, IF INSTALLED, MAKE NO FURTHER USE OF THE SOFTWARE, AND NOTIFY IN WRITING ENVISIONWARE OR THE RESELLER FROM WHOM IT WAS ACQUIRED WITHIN THIRTY (30) DAYS OF PURCHASE, AND THE PURCHASE PRICE WILL BE REFUNDED.

**1. License.** The software and electronic documentation (collectively the "Software") are owned by and are the property of EnvisionWare or its licensors and are protected by copyright and other intellectual property laws. Some licensors may be express or intended beneficiaries of this EULA. Subject to all of the terms and conditions of this Agreement, EnvisionWare grants you a limited, non-exclusive, worldwide, non-transferable, non-sublicensable license to use the Software for which you have been issued a Product Key by us or an authorized distributor or reseller, but only in accordance with (i) the documentation, (ii) the restrictions contained herein and any restrictions on the applicable invoice, and (iii) the number of authorized users. Portions of some Software modules are licensed from Artifex Software, Inc. Portions of some module may contain MySQL connector (pursuant to the GNU GPL v2 license at <http://www.gnu.org/licenses/gpl-2.0.html>). Portions of some module may contain the MS access driver, licensed from Microsoft Corporation. Portions of some Software modules are licensed under the Apache License, Version 2.0; you may not use these files except in compliance with the Apache License. You may obtain a copy of the Apache License at <http://www.apache.org/licenses/LICENSE-2.0>. Unless required by applicable law or agreed to in writing, software distributed under the Apache License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the Apache License for the specific language governing permissions and limitations under the Apache License. This EULA governs any releases, revisions, or enhancements to the Software that EnvisionWare may furnish to you. Your rights and obligations with respect to the use of this Software are as follows:

**A. You may:**

- i. use the Software on the quantity and type of computers indicated on our invoice. You may make that number of copies of the Software licensed to you by EnvisionWare.
- ii. make one copy of the Software for archival purposes, or copy the Software onto the hard disk of your computer and retain the original for archival purposes;
- iii. use the Software on a network, provided that you have a licensed copy of the Software for each computer that can access the Software over that network;
- iv. make printed copies of electronic documentation for your internal use.

**B. You may not:**

- i. transfer, assign, convey, sublicense, rent or lease the Software (or any portion thereof) to another person or entity or unlicensed division, subsidiary, or affiliate (or to anyone other than the entity named as licensee as appearing on the software splash screen), and any transfer in violation hereof shall be of no power or effect;
- ii. distribute, sell, sublicense, rent, lease or use the Software (or any portion thereof) for time sharing, hosting, service provider or like purposes, except as expressly permitted under this Agreement;
- iii. reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover, modify or use the source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions), or create derivative works from the Software (any such modifications shall automatically be owned by EnvisionWare upon creation);
- iv. utilize any equipment, device, software, or other means designed to circumvent or remove any form of product key or copy protection used by EnvisionWare in connection with the Software, or use the Software together with any authorization code, product key, serial number, or other copy protection device not supplied by EnvisionWare or through an authorized distributor or reseller;

- v. use the Software to develop or facilitate development of a product which is competitive with any EnvisionWare product offerings
- vi. post or otherwise publish electronic documentation of the Software for access outside the licensed organization;
- vii. use a previous version or copy of the Software after you have installed a replacement set or an upgraded version and, upon upgrading the Software, all copies of the prior version must be uninstalled or rendered unusable;
- viii. use a later version of the Software than is provided in the email with the login credentials except as provided under the Software Product Warranty, unless you have purchased maintenance and update service or have otherwise separately acquired the right to use such later version;
- ix. remove any product identification, proprietary, copyright or other notices contained in the Software;
- x. provide any product key or login information to a third party; or
- xi. use the Software or product keys in any manner not expressly authorized by this EULA.

**2. Thirty Day Money Back Guarantee:** If you are the original licensee of the Software and are dissatisfied with it for any reason, and if at any time during the thirty (30) day period following the Effective Date you email EnvisionWare confirming your complete removal and deletion of the complete product and provide a signed statement to EnvisionWare attesting to removal of all software components, then EnvisionWare will provide a full refund, subject to the provisions of the Hardware Return Policy below.

**3. Hardware Return Policy:** Custom printed RFID tags, manufactured, built-to-order or custom-configured Hardware, such as but not limited to, kiosks, sorters and the 24-Hour Library, may not be returned or canceled for any reason. Custom items include any item listed in an EnvisionWare quotation, product description or order form as being a custom item, or any item, which is modified by EnvisionWare after installation. Standard Hardware products may be accepted for return within ninety (90) days of the date of invoice subject to advance, written approval expressed in the form of an EnvisionWare Return Merchandise Authorization ("RMA"). EnvisionWare, at its sole discretion, may grant the right to return standard Hardware products during this return period. Any such returns are subject to a 20% restocking fee unless EnvisionWare determines that the cause of the return is a result of an error on the part of EnvisionWare, in which case EnvisionWare may waive all or part of the restocking fee. No Hardware product will be accepted for return for ANY reason without a Return Merchandise Authorization issued by EnvisionWare. The RMA number must be clearly displayed on any packaging shipped to EnvisionWare. Products returned without an RMA number on the package will be refused. Any return for any reason, whether for an authorized RMA or for warranty support must be shipped to EnvisionWare freight prepaid. Equipment serviced under warranty will be returned freight prepaid.

#### **4. Limited Warranty:**

A. **Software Product Warranty:** EnvisionWare warrants that the Software as distributed operate in substantial conformity with the documentation (the "Software Product Warranty") for a period of one (1) year from the Effective Date of the Software to you (the "Software Warranty Period"). This is the sole warranty EnvisionWare provides for all Software supplied by EnvisionWare, unless specifically stated otherwise in EnvisionWare's quotation. EnvisionWare does not warrant that your use of the Software will be uninterrupted or error-free. EnvisionWare's sole liability (and your sole remedy) in the event of a breach of this Product Warranty will be that EnvisionWare will, in EnvisionWare's sole discretion, (A) use commercially reasonable efforts to provide you with an error correction or a work-around which corrects the reported non-conformity or (B) if EnvisionWare determines such remedies to be impracticable within a reasonable period of time, refund the money you paid for the Software being returned. EnvisionWare does not warrant that the Software will meet your requirements or that operation of the Software will be uninterrupted or that the Software will be error-free. EnvisionWare provides Software product support through the reseller from whom you purchased the Software or directly from EnvisionWare for a period of twelve (12) months from date of delivery of the Software.

B. **Hardware Product Warranty:** EnvisionWare warrants that EnvisionWare-branded hardware as distributed will be free from material defects (the "Hardware Product Warranty") for a period of one (1) year from the date of delivery of the EnvisionWare-brand hardware to you (the "Hardware Warranty Period"). Other Hardware components supplied to you by EnvisionWare that are not manufactured or branded by EnvisionWare are covered by the warranties provided by the product manufacturer. EnvisionWare shall have no obligation with respect to a warranty claim unless notified of such claim within the applicable Software or Hardware Warranty Period. The term "delivery" in this Section 4 means, with respect to Software, the date of invoice, and, with respect to Hardware, "delivery" means the date that the Hardware is delivered to your facility.

C. **Exclusions.** The above warranties shall not apply: (i) if the Software or Hardware is used with hardware or software not specified in the documentation; (ii) if any modifications are made to the Software or Hardware by you or any third party; (iii) to defects in the Software or Hardware that are due to accident, abuse or improper use by you or your contractors; or (iv) to any evaluation version or other Software or Hardware provided on a no-charge or evaluation basis.

D. THE ABOVE SOFTWARE PRODUCT WARRANTY AND HARDWARE PRODUCT WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED. THE SOFTWARE PRODUCT WARRANTY AND THE HARDWARE PRODUCT WARRANTY GIVE YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

E. EnvisionWare uses virus protection scanning software to scan the Software prior to installation and to the best of EnvisionWare's knowledge as of the installation date, the Software, when installed, does not contain or otherwise introduce any computer virus or any harmful or destructive code which could damage or harm your computers; however, EnvisionWare cannot guarantee that benign or harmful viruses or other malware will not enter your computers or systems.

#### **5. Personal Information:**

A. In the event that your (or your users') use of the Software currently or in the future involves the transmitting, uploading, downloading, storage, management, manipulation or other use of personal information (as defined by the Gramm-Leach-Bliley Act, Payment Card Industry Security Standards Council or other applicable standards or rules relating to electronic transaction processing and personal information, such information referred to herein as "Personal Information"):i. You shall also be responsible for EnvisionWare's costs (including, but not limited to, fees and costs of consultants, attorneys and other professionals) of all audits relating to Personal Information required by law, including, but not limited to, the costs for non-compliance (e.g., penalties, remediation and re-certification) and all remediation activities.

B. EnvisionWare shall use commercially reasonable efforts to maintain all of your Personal Information confidential, but EnvisionWare is not liable for the confidentiality of any Personal Information in the event of unauthorized access, theft or use of such Personal Information, either by you, your users, or third parties.

C. The indemnification obligations of the parties under this Section 5 shall survive any expiration or termination of this EULA.

#### **6. Data:**

A. CUSTOMER DATA. In connection with the Software and any related hardware or services provided by EnvisionWare, EnvisionWare may collect and maintain data and information provided by you, your patrons and users (collectively, "Customer Data"). As between EnvisionWare and you, all Customer Data shall be and remain owned by you and be your property. EnvisionWare shall maintain the aspects of all Customer Data identify an individual as confidential. All third parties authorized by EnvisionWare which may have access to the Customer Data shall be under obligations of confidentiality to maintain the Customer Data as confidential.

B. USE OF CUSTOMER DATA. EnvisionWare shall have the right to use Customer Data in connection with EnvisionWare's business, provided that such data shall be anonymized or aggregated such that Personal Information has been de-identified so that one could not link anonymized information back to a specific individual ("Anonymized Data"). All such Anonymized Data shall be the sole property of EnvisionWare. EnvisionWare may use, disseminate, share, or transfer the Anonymized Data or any portion thereof in any way EnvisionWare chooses.

C. ENVISIONWARE DATA. EnvisionWare may also collect data and information in connection with the service that EnvisionWare provides generally (but not including Customer Data) through its services ("EnvisionWare Data"). All such EnvisionWare Data shall be the sole property of EnvisionWare.

**7. Confidential Information:** Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, documentation or technical information provided by EnvisionWare (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed Confidential Information of EnvisionWare without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in

addition to whatever other remedies it might have at law. In order for any information to be considered Confidential Information under this EULA, the Disclosing Party must label such information in writing as "Confidential" prior to or contemporaneous with disclosure to the Receiving Party. The obligations under this Section 7 shall, with respect to Confidential Information, continue for a period of two (2) years after disclosure and, with respect to any information considered by and treated as a trade secret by the Disclosing Party, continue until the trade secret status has been lost.

#### **8. Indemnification:**

A. **Infringement.** Subject to your compliance with the terms of this EULA, EnvisionWare shall indemnify and hold harmless you and your officers, directors, employees and agents from and against all claims, arising out of any claim by a third party to the extent such claim alleges that the Software (in each case as provided by EnvisionWare) infringes any copyright, U.S. patent right, trade secret right, or other intellectual property right provided, however, that you must comply with the following terms: EnvisionWare must have received from you: (i) prompt written notice of such claim (but in any event notice in sufficient time for EnvisionWare to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation by you. In the event that the Software is, or in EnvisionWare's sole opinion is likely to be, enjoined or subject to a claim due to the type of infringement described in this Section 8, EnvisionWare, at its option and expense, may (a) replace the Software with functionally equivalent non-infringing Software or (b) obtain a license for your continued use of the Software, or, if the foregoing alternatives are not reasonably available to EnvisionWare (c) terminate this Agreement and refund a pro rata amount, as determined by EnvisionWare, of the purchase price of the Software and Hardware. Notwithstanding the above, EnvisionWare shall have no liability for any infringement claim which: (i) pertains to any Software that has been altered or modified without EnvisionWare's prior written approval; (ii) is based on use of the Software in conjunction with any item not provided by EnvisionWare, unless such use is shown to constitute the infringement when not used in conjunction with the item not provided by EnvisionWare; (iii) pertains to any unauthorized use of the Software; (iv) pertains to an unsupported release of the Software; or, (v) pertains to any Open Source Software or other third party code provided with the Software. THIS SECTION 8 SETS FORTH ENVISIONWARE'S SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

B. **Data.** Other than an unauthorized disclosure of or breach of security of your (or your patrons') Personal Information (the foregoing referred to as a "Data Breach") caused by an act or omission of EnvisionWare or its representatives, agents and contractors, you shall indemnify, defend and hold EnvisionWare and its representatives, agents and contractors harmless from any losses (including, but not limited to, damage awards, reasonable attorneys fees and costs, cost of notification, remediation, and penalties) EnvisionWare incurs due to any claim or action related to any Data Breach for any Personal Information you or your agents or contractors have transmitted, uploaded, downloaded, stored, managed or in any other way accessed, used or involved Software, hardware or services provided by EnvisionWare.

C. EnvisionWare shall indemnify, defend and hold you harmless from any losses (including, but not limited to, damage awards, reasonable attorneys fees and costs, cost of notification, remediation, and penalties) you incur due to any claim or action directly resulting from any Data Breach of your (or your patrons') Personal Information to the extent that such losses are due to the direct act or omission of EnvisionWare or its representatives, agents or contractors.

D. This Section 8 shall survive any expiration or termination of this EULA.

**9. Disclaimer of and Limitations on Damages:** SOME STATES AND COUNTRIES, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE LIMITATION OR EXCLUSION BELOW MAY NOT APPLY TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL ENVISIONWARE OR ITS LICENSORS BE LIABLE TO YOU FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS OR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR HARDWARE, EVEN IF ENVISIONWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL ENVISIONWARE'S OR ITS LICENSORS' TOTAL LIABILITY (A) FOR ANY PRODUCTS UNDER THIS EULA EXCEED THE PURCHASE PRICE FOR THE SOFTWARE AND HARDWARE OR (B) FOR ANY SERVICES, THE FEES PAID BY YOU FOR THE SERVICES (EXCLUDING MAINTENANCE AND SUPPORT SERVICES) WHICH DIRECTLY CAUSED THE DAMAGES ALLEGED. The disclaimers and limitations set forth above in this Section 9 will apply regardless of whether or not you accept the Software or Hardware. The parties agree that the limitations specified in this Section 9 will survive any expiration or termination of this EULA and apply even if any limited remedy specified in this EULA is found to have failed of its essential purpose.

**10. U.S. Government Restricted Rights:** RESTRICTED RIGHTS LEGEND. All EnvisionWare products and documentation are commercial in nature. The Software and software documentation are "Commercial Items", as that term is defined in 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer



Software Documentation", as such terms are defined in 48 C.F.R. section 252.227-7014(a)(5) and 48 C.F.R. section 252.227-7014(a)(1), and used in 48 C.F.R. section 12.212 and 48 C.F.R. section 227.7202, as applicable. Consistent with 48 C.F.R. section 12.212, 48 C.F.R. section 252.227-7015, 48 C.F.R. section 27.7202 through 227.7202-4, 48 C.F.R. section 52.227-14, and other relevant sections of the Code of Federal Regulations, as applicable, EnvisionWare's computer Software and software documentation are licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this EULA. The manufacturer is EnvisionWare, Inc., 2855 Premiere Parkway, Suite A, Duluth, GA 30097-5201.

**11. Export Compliance:** You acknowledge that the Software is subject to export restrictions by the United States government and import restrictions by certain foreign governments. You shall not, and shall not allow any third-party to, remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority.

**12. Third-Party Code:** The Software may contain or be provided with components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). Open Source Software may be identified in the documentation, or EnvisionWare shall provide a list of the Open Source Software for a particular version of the Software to you upon your written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this EULA with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

**13. Professional Services.** Upon request and agreement between the parties, EnvisionWare may provide consulting, training, installation, development, customization, report creation or other services ("Professional Services"). You may order Professional Services under a Statement of Work ("SOW") describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Each SOW must be signed by both parties before EnvisionWare shall commence work under such SOW. If the parties do not execute a separate SOW, the Services shall be provided as stated on the invoice. You will reimburse EnvisionWare for reasonable travel and lodging expenses as incurred. EnvisionWare shall be deemed the sole owner of any work product created pursuant to the Professional Services, whether created solely by EnvisionWare or jointly with you or your contractors. Subject to your full payment of any and all fees pursuant to the applicable SOW, EnvisionWare grants to you the limited, nontransferable right to use any deliverables (including any documentation, code, Software, training materials or other work product) (collectively referred to as the "Deliverables") delivered as part of the Professional Services solely in connection with your permitted use of the Software, subject to all the same terms and conditions as apply to your Software license (including the restrictions set forth in Section 1B), and subject to any additional terms and conditions provided with the Deliverables.

**14. General:** This EULA is the entire agreement between you and EnvisionWare relating to the license and use of the Software and Hardware. This EULA may only be modified by a written document which has been signed by both you and an authorized representative of EnvisionWare. EnvisionWare may terminate this EULA upon your breach of any term contained herein. Upon termination, you shall cease use of, uninstall or render inoperable, and delete destroy all copies of the Software. The disclaimers of warranties and damages and limitations on liability shall survive termination. No provision of any purchase order or other business form employed by you will supersede the terms and conditions of this EULA, and any such document relating to this EULA shall be for administrative purposes only and shall have no legal effect. The parties to this EULA are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

**15. Governing Law; Jurisdiction and Venue:** This Agreement shall be governed by the laws of the State of Georgia and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction.

**16. Purchase in Australia:** If you purchase Software, Hardware or services from EnvisionWare Pty Ltd or its partners, the laws of South Australia, Australia govern all warranty and service claims. EnvisionWare Pty Ltd is authorized to convey and effect all of the rights expressed in this EULA for its direct and indirect customers.

**17. Contact Us:** Should you have any questions concerning this EULA, or if you desire to contact EnvisionWare for any reason, please email [info@envisionware.com](mailto:info@envisionware.com) or write to: EnvisionWare, Inc., 2855 Premiere Parkway, Suite A, Duluth, GA 30097-5201 USA, unless you purchase from an Asia Pacific country in which case please write EnvisionWare Pty Ltd, 10 George Street, Stepney, SA 5069 Australia.

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**Exhibit C –  
Insurance Certificate**





# CERTIFICATE OF LIABILITY INSURANCE

ENVIS-2 OP ID: JH

DATE (MM/DD/YYYY)

03/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

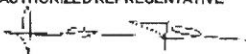
<b>PRODUCER</b> Diversified Insurance Industries, Inc. Suite 155 West, 2 Hamill Road Baltimore, MD 21210-1873 T. Carroll & H. Keogh	Phone: 410-433-3000 Fax: 410-433-3440	<b>CONTACT NAME:</b> Associates <b>PHONE (A/C, No, Ext):</b> 410-433-3000 <b>FAX (A/C, No):</b> 410-433-3440 <b>E-MAIL ADDRESS:</b> associates@dii-ins.com
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Envisionware Inc 2855 Premiere Parkway, Suite A Duluth, GA 30097	<b>INSURER A:</b> Great Northern Insurance Co.*	<b>NAIC #</b> 20303
	<b>INSURER B:</b> Chubb Indemnity Ins Co.*	12777
	<b>INSURER C:</b> Federal Insurance Co.*	20281
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>AI-Ops-80022367</b>			35943516BAL	01/08/2013	01/08/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 <b>Emp Ben.</b> \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			1273565308	01/08/2013	01/08/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1371741378	01/08/2013	01/08/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						

**CERTIFICATE HOLDER****CANCELLATION**

<b>ORLAN01</b>  Orland Park Public Library 14921 Ravinia Avenue Orland Park, IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Exhibit D –  
Development Commitments**

**1. Renew Items Not Present**

The Library is requesting the delivery of a new feature for OneStop, which is Enhancement # 11762, “Renew Items not Present.” This enhancement is part of the committed scope for OneStop version 2.0, which is in progress and scheduled for release at the end of Q3 2013 (September). OneStop 2.0 is a major new release.

EnvisionWare will commit to a date of July 30, 2013 for this Enhancement. Should EnvisionWare fail to meet this delivery date, the value of OneStop software maintenance will be prorated as a credit from the date of initial software installation to the date when the feature is made available for use by the Library.

Example:

Feature delivery occurs by July 30, 2013. No change to maintenance invoice at time of renewal.

Feature delivery occurs August 10, 2013. Credit will be issued to the library for the value of all warranty/maintenance accrued from the date of original installation of the software until the actual date of feature availability.

If we assume initial software installation April 1 and the feature delivery of August 10, the value of maintenance for all OneStop software will be calculated from April 1 through August and that credit will be applied to the maintenance renewal invoice at the one-year anniversary date of the complete system installation.