

#### AMENDMENT TO AGREEMENT

This **AMENDMENT** is made and entered into as of the date of the last signature of the parties hereto (the "**Effective Date**"), by and between **INNOVATIVE INTERFACES INCORPORATED**, a California corporation ("**Innovative**"), and the **ORLAND PARK PUBLIC LIBRARY** (the "**Client**"). Capitalized terms not otherwise defined in this Amendment will have the meanings set forth in the Agreement (as defined below).

**WHEREAS**, the Client and Innovative Interfaces Incorporated are parties to the Agreement made effective as of March 15, 2017 (as amended from time to time, the "**Agreement**"); and

**WHEREAS**, the Client desires to purchase from Innovative certain upgrades to the Software and, in connection with such purchase, the parties desire to amend the Agreement as set forth in this Amendment; and

**NOW, THEREFORE**, for good and valuable consideration and intending to be legally bound hereby, the parties hereby agree as follows.

1. **Software.** Exhibit A of the Agreement is hereby amended to include the attached Pricing Exhibit EST-INC7398.

2. **Miscellaneous.**

- a. This Amendment will become effective upon execution by both Innovative and the Client.
- b. Except as otherwise amended hereby, the other provisions of the Agreement will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Amendment and the Agreement, the terms of this Amendment will control.
- c. This Amendment may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto are upon the same instrument.
- d. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. **Assignment:** This Amendment is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Amendment to affiliates and successors in interest and in connection with a merger, acquisition or other such reorganization of its business. Any purported assignment in violation of this provision will be void and of no effect. Any permitted assignee will assume all obligations of its assignor under this Amendment.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Amendment as of the dates specified below.

**ORLAND PARK PUBLIC LIBRARY**

**INNOVATIVE INTERFACES INCORPORATED**

Signature: 

Signature: 

Print Name: Wendy Xie

Print Name: Akin Adekeye

Title: Technical Services Manager

Title: General Counsel

Date: 07/19/2018

Date: July 20, 2018



## Pricing Exhibit

Innovative Interfaces, Inc.  
5850 Shellmound Way  
Emeryville CA 94608

**Date** 6/13/2018  
**Quote #** EST-INC7398  
**Payment Terms** Net 30  
**Overall Contract Term (Months)** 12  
**Contract Start Date**  
**Contract End Date**  
**Sales Rep** Michael Macenas  
**Site Code** ORLA1798  
**Expires** 7/18/2018

**Bill To**

Orland Park Public Library  
14921 Ravinia Avenue  
Orland Park IL 60462  
United States

**Ship To**

Orland Park Public Library  
14921 Ravinia Avenue  
Orland Park IL 60462  
United States

**Currency**

US Dollar

Item	Item Category	Qty	Description	Options	Unit Price	Amount
eContent Integration Subscription (Overdrive)	License - Term	1	Separately licensed for Overdrive and/or Axis 360. Integrates the patron self-checkout of electronic books through the PAC without the patron leaving the PAC to go to the provider's website. Agregates those circ stats with general Polaris transactions for yearend reporting. Note: 3-M/Bibliotheca Cloud Library uses the Polaris API and not this integration.		3,000.00	3,000.00

**Total Fees** US\$3,000.00



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## Statement of Work

This Statement of Work (the "SOW") dated 07/19/2018 is entered into pursuant to the Master Professional Services Agreement between Orland Park Public Library ("Client") and Innovative Interfaces Incorporated ("Innovative") effective as of September 19, 2017 (the "Agreement"). Company and Client may each be referred to as "Party" from time to time or collectively as "Parties".

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## Purpose of this Statement of Work (SOW)

This SOW outlines the Professional Services that will be provided by Innovative in order to implement the E-Content Integration purchased under the Master License Contract for Orland Park Public Library. The SOW provides an overview of the scope of the project to complete the engagement based on Innovative's prior experience with similar projects and preliminary discussions with Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

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## Project Scope of Services

The Scope of the project includes the following set of professional services:

- *E-Content Integration*

Innovative will provide integration services for Polaris with Overdrive.

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## Fees and Payment Terms

Fees for Services delivered under this SOW will be charged on a fixed price basis as set forth in the Innovative Pricing Exhibit EST-INC7399 attached herewith. Payment terms for this SOW are as set forth in the Professional Services Agreement. This Statement of Work estimate is valid for 30 days. Work is deemed to be accepted as delivered. Pricing assumes that deliverables in this Statement of Work are completed within six months or additional Services fees will apply

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## Innovative Services Team

The Services Team will have dedicated resources for this project. The resource will consist of the following:

- System Engineer: System Engineers work with the Library on ILS setup and configuration as well as installations, network connections, and infrastructure configuration.

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## Client Implementation Team

- Librarian Lead – Works closely with System Engineer to ensure requirements are clear and representative of the needs of the library. The Librarian Lead will coordinate with key members of the team as required.

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
## Implementation Assumptions

- None.


IN WITNESS WHEREOF each party has caused this SOW to be executed by its duly authorized representatives.

### AGREED:

#### Orland Park Public Library

By:   
Name: Wendy Xie  
Title: Technical Services Manager  
Date: 07/19/2018

#### Innovative Interfaces Incorporated

By:   
Name: Akin Adekeye  
Title: General Counsel  
Date: July 20, 2018



## Pricing Exhibit

Innovative Interfaces, Inc.  
5850 Shellmound Way  
Emeryville CA 94608

<b>Date</b>	6/13/2018
<b>Quote #</b>	EST-INC7399
<b>Payment Terms</b>	Net 30
<b>Sales Rep</b>	Michael Macenas
<b>Technical Contact</b>	CU5192 Orland Park Public Library
<b>Site Code</b>	ORLA1798
<b>Expires</b>	7/18/2018

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United States

**Currency**  
US Dollar

Item	Item Category	Qty	Description	Options	Unit Price	Amount
Polaris eContent Integration	Services	1	Polaris eContent Integration		400.00	400.00

**Total Fees** US\$400.00