POLARIS
LIBRARY SYSTEMS

COUNT ON US.

April 3rd, 2013   Ref: Polaris Live Date

Orland Park Public Library
14921 Ravinia Avenue
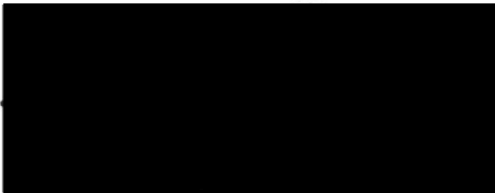Orland Park, IL 60462
Attn: Mary Weimar, Director

Dear Mary:

Following the successful completion of the Polaris implementation, we are delighted to confirm the fully operational status of your system. We appreciate all the effort you and your staff expended in this period of transition. It's been our pleasure to share in the excitement of extending new services to your patrons.

To complete the implementation process, please have this letter signed and dated by an authorized library representative and then returned by mail to me. You should be sure to retain a copy for your records. Pursuant to article 1.4 in our Polaris contract, the Live Date shall be **April 3rd, 2013.**
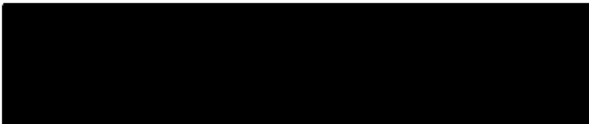
Billing for your annual software maintenance and for the on-going subscription services will begin **April 3rd, 2014.**

We appreciate the opportunity to provide these services and we would welcome your comments and suggestions.

███████████████████████████

Alastair Cameron, Manager
Contracts and Proposals

cc   Implementation Manager

████████████████████████   _4/22/13_
~~Authorized Signature for the Library~~   Date

LIBRARY DIRECTOR
Title

POLARIS®

Integrated Library System

CONTRACT

OCTOBER 26ᵗʰ, 2012

Orland Park Public Library, Orland Park, IL

ORLAND PARK
PUBLIC LIBRARY
A Natural Connection

POLARIS

THIS AGREEMENT, is made between GIS Information Systems., Inc. doing business as Polaris Library Systems, a wholly owned subsidiary of PLS Solutions, Inc. a New York corporation, with its principal place of business at 103 Commerce Boulevard, Liverpool, New York (herein after referred to as "Polaris"), and the Orland Park Public Library, 14921 Ravinia Avenue, Orland Park, IL 60462 (hereinafter referred to as "LIBRARY").

WITNESSETH:

WHEREAS, Polaris has developed a computerized system (hereinafter referred to as "Polaris ILS"®) consisting of hardware and software and related services, and the LIBRARY intends to purchase and/or license such hardware, software and related services at its location(s);

NOW, THEREFORE the parties mutually agree as follows:

1. **Definitions**
   1.1 "Hardware" and "System Software" are defined as those items so listed under Schedule C herein and which are resold under license by Polaris.

   1.2 "Polaris Software" is defined as the integrated library system computer programs that are proprietary to Polaris and which are resident in the Polaris ILS server(s) and in the LIBRARY workstation(s). The Polaris Software is listed in Schedule D and includes all corrections, modifications and updates thereof.

   1.3 "Software Materials" is defined as any machine readable or printed material, including but not limited to documentation stored on CD, On-Line Help files and hard-copy guides, which are designated by Polaris as available under license to libraries who have licensed the program to which those materials relate.

   1.4 "Services" is defined as all services provided by Polaris, including but not limited to Data Migration, Installation and Training, as identified in the Schedules attached herein.

   1.5 "Live Date" is defined as the day, as agreed by mutual declaration in writing by Polaris and the LIBRARY, on which the LIBRARY begins to use the Polaris ILS in a live, continuous, production mode for normal daily business, including searching the public access catalog and circulating materials.

   1.6 "Polaris ILS" is defined as the total complement of Hardware, System Software, and Polaris Software as sold to the LIBRARY by Polaris under this Agreement and which is installed at the LIBRARY location(s) noted herein. For the purposes of this Agreement, components supplied by any party other than Polaris shall not be considered as part of the "Polaris ILS".

   1.7 "Third Party" refers to products supplied by an entity other than Polaris and which are sub-licensed or sold by Polaris to the LIBRARY pursuant to the conditions of this Agreement. Such products include, but are not limited to, hardware, the object code of the software, the software materials, the updates that relate to such software, and support where applicable for such software.

   1.8 "Software Maintenance" refers to the Polaris Software support service, the parameters of which are outlined under Article 13 herein.

2. **Furnishing of Deliverables**
   Based on the statistics in Schedule A, which the LIBRARY agrees are reasonably correct as of the date of this Agreement, and subject to any special conditions appended in Schedule I, Additional Considerations, Polaris will provide deliverables detailed in the following Schedules at the fees indicated in said Schedules:

Schedule B:	Database Services
Schedule C:	Hardware and System Software
Schedule D:	Polaris Software Licenses
Schedule E:	Services
Schedule F:	Hardware Maintenance

3.   Installation Schedule

3.1 Following the signing of this Agreement, the LIBRARY and Polaris will develop a mutually agreeable Implementation Plan which shall include, but not be limited to, identification of all required tasks, a timeline of all required tasks, an indication of which party is responsible for completion of each task, and expected duration of each task. Upon completion of installation and implementation and pursuant to Article 1.5 herein both parties shall mutually agree to a Live Date.

4.   Term and Termination

4.1 This Agreement is effective upon final signature and for an initial term ending one year from the Live Date. It shall then be renewed automatically for one-year periods unless the LIBRARY notifies Polaris of its intention not to renew at least ninety (90) days prior to the expiration of the original or any extended term.

4.2 If either party is considered to be in material breach of any of the terms and conditions of this Agreement, the aggrieved party shall give written notice thereof, including a reasonably detailed statement of the nature of such alleged breach, to the other party. The party considered to be in breach of this Agreement will have thirty (30) days after notice is received to contest or cure such breach, or, if the breach cannot reasonably be cured within thirty (30) days, the party shall provide a written estimate of the time needed to cure such breach, shall commence to cure such breach within ten (10) days of notice from the aggrieved party and shall diligently continue to prosecute such cure to completion. If the party considered to be in breach fails to cure, commence to cure in timely manner, or diligently prosecute such cure to completion, the aggrieved party, at its option, shall be entitled to terminate this Agreement or suspend its performance under the Agreement for as long as the breach remains uncorrected, and avail itself of any and all remedies available under this Agreement, at law or in equity.

4.3 In the event either party becomes insolvent or voluntarily or involuntarily bankrupt or a receiver, assignee or other liquidating officer is appointed for all or substantially all of the business of either party, or if either party makes an assignment for the benefit of creditors, then the other party, at its option may immediately terminate this Agreement by notice to the offending party to that effect. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and any such assignment or attempted assignment shall be void and in no event shall this Agreement or any rights or privileges hereunder be an asset of either party under any bankruptcy, insolvency or reorganization proceedings.

4.4 Subject to the conditions of Article 4.2, if this Agreement is suspended or terminated by the LIBRARY, whether for cause or convenience, then, effective upon the date of suspension or termination, the LIBRARY shall be relieved of further payment obligations, and shall be liable for payment only for those goods and Services satisfactorily received prior to the date of suspension or termination. If the Agreement is terminated, any pre-paid maintenance fees shall be refunded to the LIBRARY to the date of termination on a pro-rated basis. If the Agreement is mutually reinstated, then the LIBRARY shall reassume its payment obligations.

5.   Return or Destruction of Licensed Software

If this Agreement is terminated, whether for cause or convenience, and the right to continued use of the Polaris Software and the Software Materials under the conditions set forth herein is withdrawn then all Polaris Software and Software Materials must be returned to Polaris, or if so requested in writing by Polaris, destroyed. Within one (1) month after the date of cessation or termination of any license granted hereunder, the LIBRARY will furnish to Polaris if requested, a certification that through the LIBRARY's best efforts and to the best of the LIBRARY's knowledge, the original and all copies of Polaris Software and Software Materials received from Polaris or made in connection with such license have been returned or destroyed. This requirement will apply to all copies in any form, including translations, whether partial or complete, and whether or not modified or merged into other Software Materials as authorized herein.

6. Payment

6.1 Fees enumerated in Schedules B through G are summarized in Schedule H herein. Unless specified elsewhere in this Agreement, unit costs for Polaris Software and Services will be held at the quoted rate(s) for 1 year from the execution of this Agreement. Costs for additional Third Party products are subject to change and will be quoted at the then current rate.

6.2 Payment for all deliverables shall be made in accordance with the terms set forth in Schedule H herein.

6.3 Payment in full on all invoices is due according to the terms of this Agreement or within 30 days of the invoice date, whichever date is later. Within twenty (20) days of receipt of the invoice, the LIBRARY may serve Polaris with written notice disputing any charge. If the dispute is not resolved within twenty-five (25) days of receipt of said written notice, then either party may file for arbitration.

6.4 In the event that payment is not made in full according to the specified terms, a service charge will be added to the undisputed balance after deducting all payments and credits. For any payment considered past due and undisputed by the LIBRARY, the LIBRARY agrees to pay interest at 1% per month (effective annual rate of 12%) on the unpaid balance or the highest rate permitted by law, whichever is less.

6.5 If failure to pay according to the terms of this Agreement causes this account to be assigned for collection, or causes legal action to be taken, the LIBRARY agrees to pay all costs of collection incurred by Polaris, including court costs and reasonable attorney fees, if the LIBRARY is found to be at fault.

6.6 In the event the Live Date is other than the first day of the month, maintenance and subscription service fees will be pro-rated accordingly. Subscription service fees are subject to change annually, such change commencing one (1) year from the Live Date and effective upon one hundred and twenty (120) days written notice to the LIBRARY. Maintenance fees are subject to change annually, such change commencing two (2) years from the Live Date and effective upon one hundred and twenty (120) days written notice to the LIBRARY. If the charge for any service provided under this Agreement is increased by Polaris, the LIBRARY may, with ninety (90) days prior written notice, terminate this agreement upon the effective date of such increase. Otherwise the new charges will become effective upon the date specified in the notice. Any annual increase in maintenance fees will be capped at 5%.

6.7 Polaris reserves the right to offer new goods and/or services at any time during the initial or extended term of this Agreement. Where such goods and/or services involve a one-time and/or an ongoing fee, Polaris shall provide the LIBRARY with ninety (90) days written notice of any such offer.

6.8 For Polaris-owned goods and services, prices quoted will be held for one (1) year from the execution date of this Agreement. For 3rd party goods and services, prices quoted will be held for ninety (90) days from the execution date of this Agreement. For Polaris Software purchased after the execution date of this Agreement but prior to the Live Date, a one year warranty will be provided. For Polaris Software purchased after the Live Date of this Agreement, maintenance charges will commence upon the installation date of the Polaris Software.

7. Licenses

7.1 Polaris and the LIBRARY agree that the following terms and conditions will apply to any LIBRARY order for Polaris Software programs, Third Party software and Software Materials that is accepted by Polaris. Polaris will (1) furnish such Polaris Software, Third Party software and Software Materials to the LIBRARY; (2) grant to the LIBRARY a non-transferable, non-exclusive, and non-sublicenseable license to use the Polaris Software, Third Party software and Software Materials; (3) provide Software Maintenance, as described herein.

7.2 Each license granted under this Agreement authorizes use of the Polaris Software, Third Party software and Software Materials by the LIBRARY(s) specified herein. The LIBRARY may not rent, lease

or provide access to the Polaris Software and/or Third Party software to any other entity, or use the Polaris Software and/or Third Party software as part of a commercial time-sharing, subscription bureau or service bureau operation.

7.3 Polaris Software that is resident on the Polaris ILS server(s), including any subsequent updates purchased and any part thereof may only be used on the Polaris ILS server(s) or Hardware configuration purchased from, or authorized by, Polaris, and in such quantities as may be determined under Schedule D herein. Said software may be run on one or more production servers and on one or more training servers. The Polaris Software resident in the LIBRARY workstations is for the use of the LIBRARY with no implied rights to distribute beyond reasonable use for LIBRARY functions. Following Polaris' written authorization, all Polaris Software and Third Party software may be copied, in whole or in part, only for use on the Polaris ILS server(s), LIBRARY workstations or specified Hardware configuration

7.4 No title to or ownership of the Polaris Software, Third Party software or Software Materials is transferred to the LIBRARY and they remain the proprietary property of the owning entity.

7.5 Except as specified under article 7.6 herein, the LIBRARY shall not allow the Polaris Software, Third Party software or any portion thereof to be reverse compiled, disassembled, or in any way altered. The LIBRARY shall not modify any Polaris Software or Third Party software in machine-readable form nor merge the Polaris Software or Third Party software with other software programs. The LIBRARY may customize Software Materials and on-line help files, but Polaris disclaims any responsibility for their maintenance.

7.6 The LIBRARY acknowledges that the Application Programming Interface (API) allows access to a limited set of Polaris ILS database functions and data resources. The LIBRARY furthermore agrees and acknowledges that it will make its best efforts to defend Polaris ILS database functions and data resources from unauthorized use and commercial exploitation, and that the API will be used only for the intended purposes of allowing externally developed applications to run against the Polaris ILS database. Pursuant to article 7.4 herein, the sharing or redistribution by the LIBRARY of the Polaris API to a third party developer without Polaris' express written permission is a violation of Polaris' intellectual property rights.

8. The LIBRARY's Responsibilities
8.1 The LIBRARY will pay shipping charges for all Hardware not to exceed the prices specified herein.

8.2 The LIBRARY acknowledges the network and workstation requirements set forth under Section 2, Schedule I herein, and will assume responsibility for purchasing, installing, configuring and maintaining all other hardware components necessary, including but not limited to:
- Uninterrupted Power Supply unit(s)
- Domain Controller Server
- Firewall
- network components, cabling and Internet connectivity,
- PC Workstations hardware and software,
- Scanners,
- Printers (e.g. Page, Label and Receipt Printers),
- Other workstation peripherals,

except where such components are provided and/or supported by Polaris as a part of this Agreement. The LIBRARY will assume responsibility for acting as the sole contact with all hardware manufacturers in resolving warranty and/or maintenance issues. The LIBRARY will also assume responsibility for determining, in consultation with Polaris, the viability of existing LIBRARY Equipment in conjunction with the System. Such consultation that Polaris may provide will be limited to commercially reasonable efforts.

8.3 The LIBRARY will provide a staff member as a system administrator, and at least one additional staff member who will be designated as a backup system administrator. All designated system administrators, and their backups, must possess the skills necessary to perform routine Windows Server, and Windows Domain, administration and maintenance. Designated system administrators must receive training in Polaris ILS System Administration from Polaris. Designated backup system

administrators must receive training in Polaris ILS system administration from either Polaris or from the LIBRARY'S primary system administrator.

8.4 The LIBRARY will accept responsibility for all server operations, including, but not limited to, regularly scheduled backups, server configuration updates, system software upgrades subject to Polaris' agreement, installation and maintenance of current service packs and security patches, software updates pursuant to Article 8.6, and all costs associated with said requirements. Polaris assumes no liability for data loss and/or unsatisfactory system performance as a direct result of the failure of the LIBRARY to administer the server operations noted above. Failure by the LIBRARY to administer said server operations may result in written notice from Polaris to limit, or withhold, its Software Maintenance services if, following a thirty (30) day cure period, the LIBRARY, in Polaris' reasonable opinion, is unable to provide a satisfactory performance level for server operations. Written notice shall identify all alleged deficiencies in server operations. Polaris shall resume its Software Maintenance service when, in Polaris' reasonable opinion, server operations are resumed to a satisfactory performance level. Polaris' approval will not unreasonably be withheld.

8.5 To enable effective and scalable internal support procedures, to minimize its liabilities, and to facilitate compliance with security industry requirements such as PCI-DSS and PA-DSS, Polaris maintains standard criteria pertaining to the methodology used to securely deliver remote support to the LIBRARY. Polaris employees and contractors providing remote support may only connect to the LIBRARY's systems using Polaris-approved remote access solutions. The LIBRARY must grant access to Polaris when remote support is required. This ensures that no Polaris personnel or any other individuals are permitted to connect to the LIBRARY's systems or servers without the LIBRARY's express knowledge and consent. Remote support access requires unshared user accounts, encrypted network communications and session logging. The remote access solution will likely require the installation of a lightweight software client. The LIBRARY is responsible for maintaining secure user accounts and password information according to the LIBRARY's own local information policies and Polaris will not store or manage user account information or passwords for any LIBRARY servers. Polaris, at its own expense and sole discretion, will provide a standard remote access solution that meets these requirements.

Remote access must be sufficient to satisfy the implementation and on-going performance requirements, the warranties and the conditions for Software Maintenance set forth under this Agreement. Failure by the LIBRARY to provide Polaris with remote access may result in unresolved performance issues and may void Polaris' obligations with respect to on-going performance requirements and warranties. The LIBRARY's failure in this regard should not be considered just cause for delaying the setting of a Live Date, as specified in Article 1.5 herein.

If custom remote access solution is requested by the LIBRARY that meets the criteria stated above, a testing and validation fee based on the level of effort and out-of-pocket costs will be charged by Polaris whether or not the custom solution is approved. If the custom solution is approved, then the LIBRARY will bear any and all additional costs incurred by Polaris to deploy and maintain any required hardware or software, and for the initial and ongoing training of Polaris staff to use the custom solution.

Should the LIBRARY decline to comply with this remote support access policy, Polaris will require the LIBRARY to sign a disclosure document which indicates that the LIBRARY has been made aware of this remote support access policy, has declined to comply with the policy, and shall not hold Polaris responsible in the event (a) such non-compliance results in any LIBRARY damages, or (b) Polaris ability to provide remote support is impeded.

Polaris reserves the right to modify this policy from time to time in its sole discretion. The policy may be modified to keep pace with technological advances, or if it becomes infeasible for Polaris in its sole judgment to maintain outdated remote support technology or policies. Polaris, at its own expense and sole discretion, will continue to provide a secure remote support access solution to the LIBRARY, and will not materially reduce the level of security by the replacement of, or any modification to, that solution. Polaris will notify the LIBRARY of any amendment or modification to the policy in advance by posting notice of such change on the Polaris website or by using any other reasonable means.

8.6 With the exception of the services provided under Schedule E Services, Section 2, the LIBRARY will accept responsibility for the installation, performance and maintenance of all hardware and software components not provided and/or supported by Polaris under this Agreement. In the process of trouble-shooting a reported issue, Polaris, in its sole discretion, may require the LIBRARY to remove any such components from the Polaris ILS and to replicate the reported issue in that environment. Polaris will work with the LIBRARY to certify the viability of such components in conjunction with the Polaris ILS.

8.7 The LIBRARY will accept responsibility for the export of all data files it wishes to migrate to the Polaris ILS. These files will be provided to Polaris in a format in accordance with the content and format specified in the Polaris Data Migration Guide. This document will be provided at the beginning of your implementation, but may also be requested at any time. Deviation from the specified format may result in additional migration fees. Data will be provided to Polaris through ftp (file transfer protocol) or through a mutually agreed upon tape and tape backup format. The LIBRARY is responsible for arrangements that may need to be made with the vendor of the system from which data is extracted for the data extraction and any documentation that defines the content of the fields in the exported files. The LIBRARY assumes responsibility for any fees that may be incurred from services provided by the vendor for the data export and transfer to Polaris if such services are necessary. The LIBRARY assumes the responsibility of conducting communication between Polaris and other vendors, as necessary, to assure that all conditions for proper file export and transfer are met. The LIBRARY will be required to conduct two (2) data extractions - one for an initial test load and then one for a final production load.

8.8 The LIBRARY will accept responsibility for the data concerning the LIBRARY's system profile and system parameters that it has provided to Polaris based on guidelines for the profile and parameters set by Polaris. Polaris agrees to provide prompt written notice of any material discrepancy of which it becomes aware between data provided by the LIBRARY and data required for effective functioning of the Polaris Software.

8.9 LIBRARY Responsibilities for Remote Installation
- Unpack and inspect servers upon receiving
- Physical installation of the servers and related hardware components, including (but not limited to) physical installation into server racks
- Connection of power and network cabling to all hardware components
- Integration into the LIBRARY network to the degree required to provide remote access to Polaris Library Systems
- Provide onsite LIBRARY staff member with physical access to the server(s) for purposes of inserting and removing DVDs and other physical media when necessary
- Purchase and load anti-virus software
- Provide local administrative rights, on the Polaris servers, to Polaris implementation and support staff
- Configuration of the LIBRARY network firewall as required to provide remote access from Polaris to the Polaris servers located at the LIBRARY

9. **Site Preparation**
It is understood and agreed that the aforesaid fees do not include any site preparation or installation costs except as described in Schedule E, Services. The LIBRARY shall, at its own expense, prepare the site to house the Hardware in accordance with the installation specifications presented in Polaris' Proposal or supplied to the LIBRARY immediately following Agreement signing. Pursuant to those specifications, the LIBRARY shall provide suitable electric service for operation of the Hardware and a reliable connection to the network via the Internet. The LIBRARY is also solely responsible for preparing an environment free of any and all impediments, including, but not limited to, asbestos, hazardous materials, and/or hazardous conditions, that may interfere with Polaris' ability to perform a successful and timely installation of the Polaris ILS components. Site preparation shall be completed by the LIBRARY within forty-five (45) days of Agreement signing.

10. **Privacy of Data**
Polaris agrees not to use patron details such as names, addresses, etc., for any purpose other than providing requested service to the LIBRARY and agrees not to transmit LIBRARY data to any third party, except as requested by the LIBRARY.

11. **Protection and Security**
11.1 The LIBRARY will take appropriate action, by instruction, agreement or otherwise, with any persons permitted access to licensed Polaris Software so as to enable the LIBRARY to satisfy its obligations under Article 7 herein.

11.2 All licensed Software Materials contain Polaris proprietary information, use of which is limited by the licenses granted in this Agreement. The LIBRARY will not disclose or otherwise make available, except as required by law, any licensed Software Materials in any form to any third party except to the LIBRARY's employees or to agents directly concerned with licensed use of the program. Subject to the limitations of this article, the LIBRARY may make additional copies of the Software Materials.

12. **Warranty**
12.1 Polaris warrants that Polaris has the right to license the Polaris Software and Third Party software listed in Schedule D, Polaris Software Licenses hereunder. Polaris further warrants that the Polaris Software will perform substantially in accordance with Polaris' Response to the LIBRARY's Request for Proposal and with the Software Materials in effect when shipped to the LIBRARY. Polaris agrees to make reasonable efforts to correct all reproducible material errors in the Polaris Software and discrepancies between the Software Materials and the actual Polaris Software performance, contingent upon the LIBRARY advising Polaris of such errors within one (1) year from the Live Date, and thereafter when Software Maintenance is in effect. Polaris disclaims any responsibility for the use or function of the Polaris Software beyond the parameters set forth in the Software Materials. Pursuant to, but not limited by, Paragraph 12.3 herein, Polaris does not warrant that the operation of the licensed program will be uninterrupted or error-free or that all program defects will be corrected. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Polaris does not warrant that the Polaris Software or any equipment, system or network on which the Polaris Software is used will be free of vulnerability to intrusion or attack.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY OTHER TYPE WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL.

12.2 Polaris warrants that the LIBRARY shall acquire good and clear title to the Hardware purchased hereunder, free and clear of all liens, claims, or encumbrances from a third party. Title to the Hardware shall pass from Polaris to the LIBRARY upon shipment of the Hardware to the LIBRARY. Polaris shall maintain a security interest in the Hardware that will be discharged when 100% of all payments against the Hardware are made. Hardware purchased under this Agreement will be newly manufactured, unless otherwise agreed to in writing by both parties.

12.3 Pursuant to Article 8.6 herein, Polaris disclaims any responsibility for correcting any adverse effects on either the performance or operation of the Polaris ILS, or on the individual components of said system, as a result of the LIBRARY's use of (a) third party hardware or software, and/or (b) databases and networks external to the Polaris ILS, in conjunction with the Polaris ILS. Where such third party hardware or software has been approved by Polaris in writing prior to the installation of the Polaris ILS, or has been provided by a Polaris business partner, Polaris may provide consultation Services or diagnostic support relating to the LIBRARY's use of such third party hardware and software, external databases and networks, and shall reserve the right to charge, at the rate of $200 per hour with a minimum $400 charge. Assistance by Polaris staff in the re-building of server due to virus or "hacker" intrusion will be billed at $500 per server.

13. **Software Maintenance**
13.1 Telephone support and general release updates for the Polaris Software will be provided as part of the annual Software Maintenance fee. Service coverage and limitations are set forth below.

13.2 Polaris Customer Support is available by telephone, email and web. Prior to contacting support, the LIBRARY agrees to have performed relevant troubleshooting in those areas for which the LIBRARY is responsible. Telephone service is available Monday through Friday from 8:30AM to 8:00PM ET, excluding Polaris company holidays. From 8:30AM to 5:00PM ET customers will be able to call Customer Support and reach their Site Manager. From 5:00PM to 8:00PM ET customers will either reach a Site Manager or a Support Engineer working at Polaris headquarters that evening. After 8:00PM ET customers needing emergency support to correct "system down" problems that impact critical functionality will be transferred to an Answering Service and will be referred to the designated Customer Support representatives on-call evenings, weekends, and holidays to provide 24x7 emergency support. Non-emergency issues will be addressed by Customer Support during normal business hours.

13.3 Software Maintenance covers:
- support for Polaris Software;
- trouble-shooting of problems with the Polaris Software;
- provision of updates to the latest versions of the Polaris Software within regular support hours as they are noted under 13.2;
- support for SQL Reports interface with the Polaris Software;

13.4 Service limitations:

13.4.1   no on-site Software Maintenance is included under this Agreement. Any on-site service requested by the LIBRARY will be provided at Polaris' then-current per-call rates and terms.

13.4.2   Software Maintenance does not include:
- server operating systems;
- client operating systems;
- Third Party software;
- network/communications software;
- peripheral equipment not purchased from Polaris;
- web server/browser software (except where supplied by Polaris);
- PC trouble-shooting;
- malware (virus, "trojan", worm, "bot" or other malicious software) protection, detection or removal; or repair of damage incurred through infection by malware or system intrusion by hackers or other unauthorized agents.

13.4.3   The following conditions are not covered as part of the Software Maintenance:
- fault or negligence on the part of the LIBRARY;
- failure of Third Party hardware/software;
- operator error that deviates from standard operating procedures as described in the Software Materials;
- data loss and/or corruption as a result of any Hardware failure

13.4.4   At Polaris' sole discretion, services performed beyond the scope of those services listed in 13.3 above, or beyond the limitations listed in 13.4 above, may be billable at the rate of $200 an hour, with a minimum $400 charge, provided that LIBRARY has requested such services and has been informed by Polaris in advance of rendering such services that such services are subject to these charges.

13.4.5   In the course of providing product and technical support, Polaris will provide the LIBRARY with assistance determining the root cause of any problem arising within the Polaris-supplied Hardware and System Software, including Third Party hardware and software components provided by Polaris under this Agreement. In the event that the root cause is found to arise within Third Party hardware or software provided by Polaris under this Agreement, Polaris will provide reasonable assistance in facilitating access to Third Party vendors for purposes of problem resolution.

13.4.6   Support for any Third Party product purchased by the LIBRARY under this Agreement will be

provided directly by the Third Party vendor of said product. Polaris will provide such consulting services as are required to resolve any Polaris ILS issues as they pertain to the interface with the Third Party product. Polaris will provide reasonable assistance in facilitating access to Third Party vendors for purposes of problem resolution. The Third Party vendor will provide such support terms and conditions as are available at the time at which the Third Party product is purchased by the LIBRARY.

13.5 Pursuant to Article 13.3, Polaris Software updates will be made available periodically. The provision of updates outside of Polaris' regular support hours will be billable at then current rates. Polaris shall have full discretion as to the timing and content of updates during the term of this Agreement. Failure to release updates during any specific term does not constitute default on the part of Polaris because of the continuation of the right to use telephone support and other support-related Services. Given the complexity of the library automation environment, including such factors as evolving standards, developmental tools, and market demands, Polaris reserves the right to modify its development plan for future releases for the best interests of its current customers, its organization (from a support perspective) and future marketability.

13.6 Polaris and the LIBRARY will mutually agree upon a schedule for implementing Polaris Software updates. For any agreed-upon schedule outside of Polaris' regular business hours, Polaris reserves the right to charge at then current rates. Polaris will assume responsibility for Polaris Software updates to the server(s). The LIBRARY will assume responsibility for Polaris Software updates to the client workstations. At all times, the LIBRARY must be on a version of the Polaris ILS that is either one of the last two (2) versions or that was released within the last 2 years, whichever provides for the older release, of the then current general release version to insure proper program performance and continued support. Failure by the LIBRARY to install Polaris Software updates on the client workstations within the agreed time frame may result in the termination of Software Maintenance or in the increase of Software Maintenance fees where appropriate.

13.7 Polaris reserves the right to charge at $200 per hour with a minimum $400 charge for any additional effort that results from providing Services for a licensed software program altered by the LIBRARY.

14. Patent and Copyright
14.1 Polaris will defend the LIBRARY against any claim that licensed Polaris Software and/or Software Materials furnished and used within the scope of the license granted herein infringe a U.S. patent or copyright and Polaris will pay resulting costs, damages and attorney fees finally awarded, provided that: (a) the LIBRARY promptly notifies Polaris in writing of the claim, and (b) Polaris has sole control of the defense and all related settlement negotiations.

14.2 If such claim has occurred, or in Polaris' opinion is likely to occur, the LIBRARY agrees to permit Polaris at its option at no additional expense to the LIBRARY either to procure for the LIBRARY the right to continue using the licensed Polaris Software and/or Software Materials, or to replace or modify the same so that they become non-infringing. If neither of the foregoing alternatives is reasonably available, the LIBRARY agrees on one (1) month's written notice from Polaris to return or destroy all copies of the licensed Polaris Software and/or Software Materials received from Polaris and all copies thereof, and to receive a refund for any monies paid for said licensed Polaris Software and/or Software Materials, exclusive of any periodic maintenance fees.

14.3 Polaris shall have no obligation to defend the LIBRARY or to pay costs, damages, or attorney's fees for any claim based upon the LIBRARY's use of licensed Polaris Software that has been altered by the LIBRARY without Polaris' express permission and in direct breach of Article 7.5 herein.

14.4 The foregoing states the entire obligation of Polaris with respect to infringement of patents or copyrights.

15. Limitation of Remedies
15.1 For any claim concerning performance or non-performance by Polaris pursuant to or in anyway related to the subject matter of this Agreement and any supplement hereto, the LIBRARY shall be entitled to recover actual damages to the limits set forth in this section. No action, regardless of form, arising out of this Agreement, may be brought by either party more than two (2) years after

the cause of action has arisen.

15.2 For any action brought within two (2) years of the execution of this Agreement, Polaris' maximum aggregate liability, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to a maximum of all monies paid to date of action, exclusive of any subscription fees.

15.3 For any action brought more than two (2) years but less than five (5) years from the execution of this Agreement, Polaris' maximum aggregate liability, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to a maximum of all monies paid for the Software after any discount has been applied and exclusive of any maintenance and subscription fees.

15.4 For any action brought more than five (5) years from of the execution of this Agreement, Polaris' maximum aggregate liability, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to a maximum of all monies paid in the year in which the action was brought.

15.5 This limitation of liability will not apply to Articles 14 and 25 herein, or to claims for personal injury to the extent caused in whole or in part by Polaris' negligence.

15.6 **IN NO EVENT WILL POLARIS BE LIABLE FOR ANY DAMAGES ARISING FROM THE MIS-USE OR MODIFICATION OF THE SYSTEM BY THE LIBRARY, OR FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF POLARIS HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES.**

16. **Waiver of rights**
The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

17. **Severability**
If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statue or rule of law, it is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

18. **Headings**
The headings of the various Paragraphs and Sub-paragraphs herein are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

19. **Governing Law**
This Agreement shall be subject to all applicable laws of the Federal Government of the United States of America and to the laws of the State of Illinois. The applicable law for any legal disputes arising out of this Agreement shall be the law of the State of Illinois. The prevailing party under in any action brought under this Agreement shall be entitled to reasonable attorney fees and costs as awarded by the court including any action at the appellate level.

20. **Saving Clause**
Typographical errors are subject to correction by written mutual agreement of the parties.

21. **Assignments**
The LIBRARY agrees that no sub-licensing, or assignment of its rights or interest, nor delegation of its duties under this Agreement shall be made or become effective without the prior written consent of Polaris. Any attempted sublicensing, assignment or delegation without prior written consent shall be wholly void and ineffective for all purposes.

22. **Taxes not included**
The charges shown on this Agreement do not reflect applicable state and local taxes that may be added to the amounts shown at the time of invoicing.

23. **Whole Agreement**

POLARIS

This Agreement and the documents listed below which are defined in aggregate as the Agreement Documents constitute the entire agreement between the parties and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject. Neither party shall be bound by any warranty, statement, nor representation not contained herein. The signatories acknowledge reading and agree to comply with all terms and conditions. In the event of an inconsistency in the provisions of this Agreement or a dispute as to a subject not specifically addressed by this Agreement, the following documents shall be consulted to resolve the dispute in the following order of precedence:-

1. This Agreement;
2. Polaris' Response, dated September 12th, 2012, to the LIBRARY's Request for Proposal;
3. The LIBRARY's Request for Proposal, issued August 22nd, 2012;

24. Force Majeure

Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period mutually agreeable to both parties. Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war and epidemics. Failure of subcontractors and inability to obtain materials shall not be considered a condition beyond a party's reasonable control. This provision does not relieve the LIBRARY of its obligation to make payments then owing.

25. Indemnification

Polaris agrees to indemnify, hold harmless and defend the LIBRARY and its agents, officials and employees from any liability, claim or injury, related to or caused by fault or negligence of Polaris employees or subcontractors.

26. Amendments

Amendments and modifications to all, or any part, of the Agreement and to the appendices and referenced attachments, may be made, and shall be binding, only if in writing and signed by duly authorized representatives of both parties.

27. Funding

LIBRARY represents that funding has been appropriated sufficient to purchase the deliverables set forth in the Schedules attached to this Agreement.

28. Hardware and System Software Modification

Polaris reserves the right to adjust specific components of the Hardware and System Software to reflect availability at the time of purchase. In no event shall any such adjustment (1) increase the overall cost of the Hardware and System Software (unless prior written approval is given by the LIBRARY), and (2) detract in any way from the performance of the Hardware and System Software as warranted herein.

29. Proprietary Information

The parties to this Agreement understand and agree that in the performance of work or services under this Agreement, or in contemplation thereof, either party may have access to private or confidential information which may be owned or controlled by the other party, and that such information may contain proprietary details, disclosures, or sensitive information which disclosure to, or use by, a third party will be damaging or illegal. Both parties agree that all information, disclosed by one party to the other, which is in written form and which is marked confidential, shall be held in confidence and used only in performance of services under this Agreement. Both parties shall exercise the same standard of care to protect such information as is used to protect their own proprietary data.

30. Ownership of Data

Polaris acknowledges the LIBRARY's ownership of the various databases installed upon the Polaris ILS. Upon termination of this Agreement by either party, or upon conclusion of the Agreement term, Polaris agrees to assist the LIBRARY in extracting all LIBRARY-owned data from the Polaris ILS. Such

assistance shall include personnel time and Polaris' best efforts, provision of documentation regarding the format and contents of the extracted data, verification that extracted data is complete and in a form suitable for use by the LIBRARY, and other assistance necessary for the extraction of data. Such assistance shall be provided by Polaris at no charge to the LIBRARY if termination of this Agreement by the LIBRARY comes as a direct result of a breach, by Polaris, of any of the terms and conditions set forth herein; in all other circumstances concerning termination, Polaris shall be entitled to charge the LIBRARY at its then current rates for data extraction services, including any actual expenses for travel to LIBRARY. The data shall include all contents of all files created, maintained, and owned by the LIBRARY, including all bibliographic data, holdings data, patron data, in-process transaction data associated with circulation control, cataloging, acquisitions, serials control, and any other activity or subsystem in use by the LIBRARY. Wherever standards such as MARC exist for the format of that data, Polaris will furnish such data in the standard format. Appropriate documentation shall be provided. These Services will not be delayed or withheld by Polaris in the event of any legal proceeding initiated by either party.

31. **PCI Compliance**
    Polaris Software is *Payment Application Data Security Standard* (PADSS) accepted by the PCI Security Standards Council, LLC (PCISSC). As a result, and in order to comply with PCI SSC the following terms and conditions are required disclosure to all purchasers and other vendor licensees of Polaris Software:

    Acceptance of a given payment application by PCI SSC only applies to the specific version of that payment application that was reviewed by a PA-QSA and subsequently accepted by PCI SSC (the "Accepted Version"). If any aspect of a payment application or version thereof is different from that which was reviewed by the PA-QSA and accepted by PCI SSC - even if the different payment application or version (the "Alternate Version") conforms to the basic product description of the Accepted Version - then the Alternate Version should not be considered accepted by PCI SSC, nor promoted as accepted by PCI SSC.

    No vendor or other third party may refer to a payment application as "PCI Approved" or "PCI SSC Approved", and no vendor or other third party may otherwise state or imply that PCI SSC has, in whole or in part, accepted or approved any aspect of a vendor or its services or payment applications, except to the extent and subject to the terms and restrictions expressly set forth in a written agreement with PCI SSC, or in a PA-DSS letter of acceptance provided by PCI SSC. All other references to PCI SSC's approval or acceptance of a payment application or version thereof are strictly and actively prohibited by PCI SSC.

    When granted, PCI SSC acceptance is provided to ensure certain security and operational characteristics important to the achievement of PCI SSC's goals, but such acceptance does not under any circumstances include or imply any endorsement or warranty regarding the payment application vendor or the functionality, quality, or performance of the payment application or any other product or service. PCI SSC does not warrant any products or services provided by third parties. PCI SSC acceptance does not, under any circumstances, include or imply any product warranties from PCI SSC, including, without limitation, any implied warranties of merchantability, fitness for purpose or non-infringement, all of which are expressly disclaimed by PCS SSC. All rights and remedies regarding products and services that have received acceptance from PCI SSC, shall be provided by the party providing such products and services, and not by PCI SSC or any payment brands.

POLARIS

IN WITNESS WHEREOF the parties have duly executed and delivered this Agreement, which shall inure to the benefit of and be binding upon the successors of the respective parties, as of the last date indicated below.

ACCEPTED FOR THE LIBRARY

By:_____

Title:_____

Date:_____

ACCEPTED FOR POLARISLIBRARY SYSTEMS.

By: _____

Title: President, Polaris Library Systems.

Date:_____

APPROVED AS TO FORMFOR POLARISLIBRARY SYSTEMS

By: _____

Title: Manager, Contracts and Proposals

Date:_____

POLARIS

1. Estimated number of Patron Records 45,807
2. Estimated number of Item Records 266,000
3. Estimated number of Bibliographic (MARC) Records 208,000
4. Estimated number of Authority Records N/A
5. Items Issued Annually 735,659
6. Staff Client Licenses 60
    - 19 full use licenses
    - 41 casual use licenses

7. Name and address for central server location:

    Orland Park Public Library
    14921 Ravinia Avenue
    Orland Park, IL 60462

8. Other Locations:

    N/A

POLARIS

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Schedule B
Database Services

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1. Data Migration

Estimated number of Patron Records:	45,807
Estimated number of Item Records:	266,000
Estimated number of Bibliographic (MARC) Records:	208,000
Estimated number of Authority Records:	N/A

Source: SWAN – Innovative

Description	Total Cost
Bibliographic record Migration /Test Load/Final Load – 208,000 bibliographic records	$3,230
Authority record Migration /Test Load/Final Load – N/A authority records	N/A
Item record Migration/Test Load/Final Load – 266,000 records	$4,845
Patron record Migration/Test Load/Final Load – 45,807 records	$1,140
Circulation record Migration/Test Load/Final Load	$1,235
Fines and Blocks record Migration/Test Load/Final Load	$1,425
Holds record Migration/Test Load/Final Load	$1,235
Sub-Total: Data Migration	**$13,110**

Pursuant to Article 8.7 herein, the LIBRARY will assume sole responsibility for the extraction of the data from its current system. The LIBRARY will be required to conduct two (2) data extractions – one for an initial test load and then one for a final production load.

2. Authority Control Processing

Description	Total Cost
Project Management and Data Off-Load/Re-Load Fee:	$2,500
Machine processing of LC name, subject, series, and uniform title headings, various MARC record update routines, ASCII file of non-matched headings, standard authority record generation. Also includes updating matched LC records to the most current MARC format coding conventions and AACR2 cataloging standards. Est. 208,000 bib records	$13,520
Sub-Total: Authority Control Processing	**$16,020**

Total: Database Services	**$29,130**

POLARIS

Schedule C
Hardware and System Software

Qty	Description	Unit Price	Expanded Price
	Production Server - Rackmount		
	Intel Xeon 2.4GHz 10M cache 4C CPUs, 32GB RAM, RAID		
	Hardware		
1	Dell PowerEdge R720	$11,667	$11,667
	Intel Xeon 2.4GHz 10M cache 4C CPU		
	32GB memory		
	Rackmount, Dell Ready Rails		
	Redundant power supply		
	No Monitor, No Keyboard, No Mouse, No Floppy		
	DVD-ROM drive		
	RAID controller		
	Dual Ethernet NIC		
	RD1000 Removable Backup Drive Unit		
	(2) 146GB 15,000 rpm SCSI hot swap disk (System-RAID 1)		
	(2) 146GB 15,000 rpm SCSI hot swap disk (Temp-RAID 1)		
	(4) 146GB 15,000 rpm SCSI hot swap disk (Data-RAID 5)		
	5-Year 4-Hour Same Day On-Site Response 24 x 7		
1	APC 1500 VA UPS - Rackmount	$841	$841
	Sub-Total - Production Server		**$12,508**

Note: Warranty period is measured from the delivery date of the component.

Qty	Description	Unit Price	Expanded Price
	Backup Media		
3	Internal Removable Hard Disk for RD1000 (1TB) (Weekly backup)	$308	$924
	Software		
1	Microsoft Windows Server 2012 (P73-05828)	$233	$233
1	Microsoft Windows Server 2008 R2 – Media (P73-05082)	$30	$30
2	Microsoft SQL Server 2012 per 2-Core (7NQ-00256)	$942	$1,884
1	Microsoft SQL Server 2008 R2 Media	$30	$30
1	Microsoft SQL Server 2012 Media	$30	$30
60	Microsoft Windows Server 2008 R2 Device Client Access License (R18-04271)	$8	$480
1	CA ARCServe Backup r16 w/media (BABWBR1600W00G4)	$579	$579
1	CA ARCServe Backup r16 SQL Agent (BABWBR1600W17G4)	$743	$743
1	Ipswitch WS_FTP Professional	$80	$80
	Sub-Total - Production Server Software		**$4,089**
	Shipping Charges		**$150**
	Sub-Total: Production Server/Software & Shipping		**$17,671**

POLARIS

Test/Training Server - 10 users - Rackmount
Intel Xeon 3.2GHz CPU, 8GB RAM

Qty	Description	Unit Price	Expanded Price
	Hardware		
1	Dell PowerEdge R210	$3,289	$3,289
	Intel Xeon 3.2GHz CPU		
	8GB memory		
	Rackmount, Dell Rapid Rails		
	No Floppy, No Monitor, No Keyboard, No Mouse		
	DVD-ROM drive		
	S300 RAID Controller		
	Ethernet NIC		
	(1) 300GB 15K rpm SCSI disk (System/Temp DB)		
	(1) 300GB 15K rpm SCSI disk(Logs/Database)		
	5-Year NBD On-Site Response 24x7		
1	Dell 750VA UPS Rackmount	$636	$636
	Sub-Total - Test/Training Server		**$3,925**

Warranty period is measured from the delivery date of the component.

Qty	Description	Unit Price	Expanded Price
	Software		
1	Microsoft Windows Server 2012 (P73-05828)	$233	$233
1	Microsoft SQL Server 2012 (228-09873)	$236	$236
10	Microsoft SQL Server 2012 Device Client Access Licenses (359-05693)	$55	$550
	Sub-Total - Test/Training Server Software		**$1,019**
	Shipping Charges		**$150**
	Sub-Total: Test/Training Server/Software & Shipping		**$5,094**

POLARIS

Schedule C
Hardware and System Software

Qty	Description	Unit Price	Expanded Price
	Domain Controller Server - Rackmount		
	Intel Xeon 3.2Hz CPU, 8GB memory, RAID		
	Hardware		
1	Dell PowerEdge R210	$2,697	$2,697
	Intel Xeon 3.2GHz CPU (8MB cache)		
	8GB memory		
	Rackmount, Dell Static Rails		
	No Floppy, No Monitor, No Keyboard, No Mouse		
	DVD-ROM drive		
	S100 RAID Controller		
	Ethernet NIC		
	(2) 500GB SATA disk (System/RAID 1)		
	5 Year NBD On-Site Response 24x7		
1	APC 750 VA UPS Rackmount	$636	$636
	Sub-Total - Domain Controller Server		$3,333
	Note: Warranty period is measured from the delivery date from the manufacture.		
	Software		
1	Microsoft Windows Server 2012 (P73-05828)	$233	$233
1	CA ARCServe Backup r16 Windows Agent (BABWBR1600W22G4)	$296	$296
	Sub-Total - Domain Controller Server Software		$529
	Shipping Charges		$150

Sub-Total: Domain Controller Server/Software & Shipping	$4,012

Total: Hardware, System Software & Shipping	$26,777

POLARIS

Schedule D
Polaris Software Licenses

Pursuant to Articles 7 and 12.1 herein and subject to the terms and conditions of this Agreement, Polaris will grant non-transferable and non-exclusive licenses for the following Polaris Software for use by the LIBRARY.

Server/Client Licenses:	Total Cost
Polaris ILS System Server License x 1	$99,550
Includes:	
• Polaris ILS Database, Z39.50 Server, SMTP for email notification, Remote Patron Authentication, System Administration, System Reports.	
• 19 Full Use Staff Client Licenses	
• 41 Casual Use Staff Client Licenses	
• Unlimited PAC access	
• Simply Reports x 1	
Polaris ILS Test/Training Server License x 1	N/C
Children's interface to PAC	N/C
Self-Check interface to 3rd party Self-Check units x 4	$2,000
Outreach Services	$5,000
Collection Agency interface to Unique Management	$3,500
Mobile PAC	$3,000
URL Detective (checks URL links in bibliographic records)	$1,000
eCommerce Staff Licenses (3 for Staff, 4 for Self-Check) Includes 3 Card Swipe units	$3,950
Community Profiles including FeatureIt	$2,000
EDI for Acquisitions Setup/Training x 3 vendors: Ingram, Midwest Tape, Recorded Books	$1,400
Polaris API	$3,750
Polaris Export Express	$1,500
Polaris ILS Software Materials: User Guides and Administrative Guides are available on the Production Server	N/C

Total: Polaris Software Licenses	$126,650

> **Schedule E**
> **Services**

1. Implementation Services

Overview

Polaris shall provide implementation services involving project consultation and training. These services shall include, but are not limited to:

- Assigning an Implementation Manager whose role will be to work in conjunction with the LIBRARY during the implementation phase of the Agreement.
- Providing trainers to instruct the LIBRARY on the operation of the Polaris ILS application/system administration consistent with the provisions set forth below.

Purpose of the Implementation Site Visit

Polaris' Implementation Manager will schedule a two-day site visit to the LIBRARY to discuss:

- Policy file creation
- Data migration issues
- Project planning
- Implementation Process
- Staff Client System Administration

The Implementation Site Visit requires the participation of the LIBRARY's system administrator as well as representatives from each of the LIBRARY's administrative units involved or affected by the implementation of Polaris ILS.

Training Philosophy and Fees

Train-the-Trainer Approach: Polaris's approach to training is to thoroughly train a core group (numbers indicated below) at the customer site. This core group will receive in-depth training on the various subsystems. This core group will, in turn, train the remainder of the LIBRARY staff. System Administration training is offered as a one-day webinar, scheduled on a monthly basis. LIBRARY may re-take this class as many times as desired at no cost.

Prerequisites: Prior familiarity with current Windows Desktop Operating Systems is required for all trainees. Up to ten (10) trainees allowed at each training session. Additional charges apply for additional trainees up to a maximum of 15. Training materials will be provided for each session. Additional training days can be contracted for at a cost of $1,800 per trainer per day including expenses. Training should take place in a room away from public areas and have the capacity to hold the number of trainees and the Polaris trainer. It is strongly recommended that each trainee have the use of a LIBRARY workstation with the Polaris Software for staff clients installed.

Implementation Manager site visit and on-site training will be charged in whole days at $1,800 a day for each Polaris staff member, all expenses included.

Implementation Services

Description: Project Consultation	Total Cost
2 Days On-Site Project Implementation Visit (includes expenses)	$3,600

- Implementation process, Policy files creation, Data migration issues, Project planning, and Staff Client System Administration

PAC Branding (2 hour maximum – if additional time is required, that will be quoted separately at the rate of $200/hour)	N/C

- Enable pre-programmed theme selection;
- Enable predefined set of dashboards selected by the LIBRARY
- Resize existing library logo;

	$3,600
2 Days On-Site "Go Live" assistance (includes expenses)	

Description: Polaris ILS Application Training/Consultation	Total Cost
4 Days on-site training covering the following subsystems (includes expenses) (To occur after system installation and initial database load) Up to ten (10) trainees allowed per session.	$7,200

- PAC
- Patron Services
- Cataloging

Description: Polaris ILS Application Training/Consultation	Total Cost
3 Days on-site training covering the following subsystems (includes expenses) (To occur after system installation and initial database load) Up to ten (10) trainees allowed per session.	$5,400

- Acquisitions
- Serials

Description: Polaris Application Training/Consultation	Total Cost
2 Days on-site training covering the following (includes expenses):	$4,300

- Workflow Analysis (minimum of 2 days)

Description: Polaris ILS System Administration	Total Cost
1 Day Web-based training covering the following:	$1,000

- Polaris ILS System Administration Interface

Scheduled on a monthly basis. Library may re-take this class as many times as desired at no cost

Description: Polaris ILS System Administration	Total Cost
Simply Reports – scheduled as a monthly group webinar. Library may re-take this class as many times as desired at no cost	N/C
Outreach Services webinar training	N/C
Authority Control in Polaris webinar training	$450
Export Express webinar training	$125

Total: Implementation Services (inc. all Polaris personnel expenses)	**$25,675**

POLARIS

Optional Service
- additional days follow-up training/consultation @1,800 per day inc. expenses (minimum 2 days)
- workflow analysis/consultation @2,150 per day inc. expenses (minimum 2 days)

A maximum of ten (10) trainees allowed per session. Additional charges apply for additional trainees. In no case shall the number of attendees in any session exceed 15 people, as the quality of training is negatively affected beyond this class size.

Training must be scheduled such that a minimum of two training days occur in any calendar week (Monday-Friday)

2. Installation

The installation fee covers the integration, configuration and installation of all server software, the staging of all server hardware, the loading of the Polaris Software and the remote integration of the server hardware. Said services will be performed initially at the Polaris offices and subsequently remotely via the Internet and telephone by Polaris Support Engineer(s) at the rates quoted herein. Any additional days that are required on-site as a result of the failure of non-Polaris ILS equipment will be charged at $1,000 per day per engineer including expenses. The Library will be responsible for: (a) payment of all shipping charges to and from Syracuse, NY; and (b) the physical installation of the servers on-site.

Description	Total Cost
Production Server	$1,250
Test/Training Server	$1,000
Domain Controller Server	$1,000
Total: Installation	**$3,250**

Schedule E
Services – continued

3. Subscription Service

Polaris is a reseller for Syndetic Solutions, which offers enriched content for display in the PAC, including tables of contents, first chapters, full color cover images, reviews, etc. Pricing for Syndetic Solutions is an annual subscription, based on annual circulation statistics. Price increases may occur on an annual basis, at the time of subscription renewal. The LIBRARY's reported annual circulation is 735,659. Based on this figure, the first-year annual subscription would be set as follows (the LIBRARY may de-select elements as required to the minimum annual rate of $550):

Component		Annual Cost
Table of Contents	Not Selected - Optional	
Fiction and Biography Profiles	Not Selected - Optional	
Find Similar Titles (must also buy Fiction Profile)	Not Selected - Optional	
Series Information		$353
Awards	Not Selected - Optional	
Summaries	Not Selected - Optional	
Cover Images		$427
First Chapters/Excerpts	Not Selected - Optional	
Author Notes	Not Selected - Optional	
PW Review (includes Criticas Review)		$353
LJ Review		$353
SLJ Review		$353
Choice Review	Not Selected - Optional	
Booklist Review		$353
Horn Book Review	Not Selected - Optional	
NY Times Book Review	Not Selected - Optional	
Kirkus Review		$353
Spanish	Not Selected - Optional	
German	Not Selected - Optional	
Video & Music 1	Not Selected - Optional	
Total: Annual Subscription Fee		**$2,545**

Schedule E
Services – continued

4. ZMARC Cataloging Record Subscription

Component	Annual Cost
ZMARC Authority Record Subscription x 2	$1,300
Weekly Update to Authority Record Database	$1,800
Total Annual Subscription Fee	**$3,100**

5. Database Synchronization Service

Component	Initial Cost	Annual Cost
Level 1 Implementation – available to libraries that do not have (1) transaction logs back-ups in place, or (2) a Clustered Server environment	$1,000	$200
Total: Initial and On-Going Cost	**$1,000**	**$200**

POLARIS
LIBRARY SYSTEMS

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Schedule F
Hardware Maintenance

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Polaris agrees to provide and the LIBRARY agrees to accept service at the installation location(s) in Schedule A for the items of Hardware shown below or on attached addenda. Telephone diagnostic service is available during the following hours: 8:30am – 8:00pm, Monday through Friday. All hours are Eastern Time.

Line No.	Qty	Hardware Description	Annual Payment	Type Maint
1.1	1	Dell PowerEdge R720	$0.00	DOS/SD/60
		Intel Xeon 2.4GHz 10M cache 4C CPU		
		32GB memory		
		Rackmount, Dell Ready Rails		
		Redundant power supply		
		No Monitor, No Keyboard, No Mouse, No Floppy		
		DVD-ROM drive		
		RAID controller		
		Dual Ethernet NIC		
		RD1000 Removable Backup Drive Unit		
		(2) 146GB 15,000 rpm SCSI hot swap disk (System-RAID 1)		
		(2) 146GB 15,000 rpm SCSI hot swap disk (Temp-RAID 1)		
		(4) 146GB 15,000 rpm SCSI hot swap disk (Data-RAID 5)		
1.2	1	APC 1500VA UPS	$0.00	M/24
2.1	1	Dell PowerEdge T210	$0.00	DOS/ND/60
		Intel Xeon 3.2GHz CPU		
		8GB memory		
		Rackmount, Dell Rapid Rails		
		No Floppy, No Monitor, No Keyboard, No Mouse		
		DVD-ROM drive		
		S300 RAID Controller		
		Ethernet NIC		
		(1) 300GB 15K rpm SCSI disk (System/Temp DB)		
		(1) 300GB 15K rpm SCSI disk(Logs/Database)		
2.2	1	Dell 750VA UPS	$0.00	M/24
3.1	1	Dell PowerEdge T210	$0.00	DOS/ND/60
		Intel Xeon 3.2GHz CPU (8MB cache)		
		8GB memory		
		Rackmount, Dell Static Rails		
		No Floppy, No Monitor, No Keyboard, No Mouse		
		DVD-ROM drive		
		S100 RAID Controller		
		Ethernet NIC		
		(2) 500GB SATA disk (System/RAID 1)		
3.2	1	APC 750VA UPS	$0.00	M/24

Schedule F
Hardware Maintenance

Type of Maintenance:

DOS/SD/60 = Dell onsite service with five (5) year service warranty commencing on the Delivery Date. Same Business Day Response 24 x 7

DOS/ND/60 = Dell onsite service with five (5) year service warranty commencing on the Delivery Date. Next Business Day Response 24 x 7

M/24 = 2 year Manufacturer Warranty, LIBRARY pays cost of shipping. No replacement equipment while at repair. Commencing on the Delivery Date.

Dell Maintenance Service Conditions (established by Dell and may be changed by Dell over the life of the Agreement):

- the service technician must receive full access to the unit(s) under coverage and (at no cost to Dell) have working space, electricity, and a local telephone line. If these requirements are lacking, Dell is not obligated to provide onsite service.
- if the LIBRARY'S authorized representative is not at the location when the service technician arrives, the service technician cannot service the unit(s) under coverage. The service technician will leave a card indicating that he or she was there. If this occurs, the LIBRARY may be charged for a follow-up service call.
- if Dell determines that the defective unit is one that is easily disconnected and reconnected, or if it is determined that the unit should be replaced as a whole unit, Dell reserves the right to send you a whole replacement unit. If a service technician delivers the replacement unit to the LIBRARY in person, the LIBRARY must relinquish the defective unit to the service technician. If the LIBRARY does not relinquish the defective unit to the service technician as requested above, or if (in the event the defective unit was not delivered in person by a service technician) the defective unit is not returned within ten (10) days, the LIBRARY agrees to pay Dell for the replacement unit upon receipt of invoice. Failure to honor the invoice within ten (10) days after receipt will cause the cancellation of the service agreement and may result in other legal steps.
- all parts removed from the unit(s) under coverage become the property of Dell. The LIBRARY will be obligated to pay at the current retail price(s) for any service parts removed from the unit(s) under coverage and retained by the LIBRARY.
- the services Dell agrees to provide are repair services which are necessary because of any defect which exists or occurs in materials or workmanship in the units under maintenance. Preventive maintenance is not included. Installation, de-installation, or relocation services and operating supplies are not included. Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Dell (or its representatives) are not included. Dell is not obligated to repair any unit under coverage which has been damaged as a result of (1) accident, misuse, or abuse of the unit (including, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than Dell (or its representatives), (2) an act of God including, but not limited to, lightning, flooding, tornado, earthquake, and hurricanes, or (3) the moving of the unit under coverage from one geographic location to another or from one entity to another.

Schedule G
Software Maintenance

1. Pursuant to Article 13 herein, the following Software Maintenance fees will apply:

Software	Annual Maint
Polaris ILS System Server License x 1	$19,605
Includes:	
• Polaris ILS Database, Z39.50 Server, SMTP for email notification, Remote Patron Authentication, System Administration, System Reports.	
• 19 Full Use Staff Client Licenses	
• 41 Casual Use Staff Client Licenses	
• Unlimited PAC access	
• Simply Reports x 1	
Polaris ILS Test/Training Server License x 1	N/C
Children's interface to PAC	$500
Self-Check interface to 3rd party Self-Check units x 4	$360
Outreach Services	$1,200
Collection Agency interface to Unique Management	$525
Mobile PAC	$500
URL Detective (checks URL links in bibliographic records)	$150
eCommerce Staff Licenses (3 for Staff, 4 for Self-Check)	$1,050
Community Profiles including FeatureIt	$300
EDI for Acquisitions Setup/Training x 3 vendors: Ingram, Midwest Tape, Recorded Books	$300
Polaris API	$1,500
Polaris Export Express	$300
CA ARCserve	$515

Total: Annual Software Maintenance Fee Commencing one (1) year from the Live Date	**$26,805**

POLARIS

Schedule H
Payment Schedule

Description	Purchase Price
Database Services (Schedule B)	$29,130
Hardware and System Software (Schedule C)	$26,777
Polaris Software Licenses (Schedule D)	$126,650
Services (Schedule E)	
- Implementation	$25,675
- Installation	$3,250
- Enhanced Data Content for PAC Subscription Service	$2,545
- ZMARC Authority Subscription x 2	$1,300
- Weekly Update to Authority Database	$1,800
- Database Synchronization	$1,000

Sub-Total:	**$218,127**
Less Discount:	**($43,625)**
Total System Cost:	**$174,502**

1. Payment on Delivery

1.1 Services (Schedule E) $35,570

2. Payment for Database Services

2.1 Total Cost (Schedule B) $29,130

Payment for this cost to be made as follows:
- upon completion of test load	$6,555
- upon completion of final load	$6,555
- upon completion of Authority Processing	$16,020

3. Payment for Hardware and Polaris Software

3.1 Sub-Total Costs (Schedule C and D)	$153,427
Less Discount	($43,625)
Total	$109,802

Payment for these costs to be made as follows:-
25% upon signing the Agreement	$27,450.50
60% upon completion of Hardware/Software delivery	$65,881.20
15% upon Live Date	$16,470.30

4. Annual Payments to Commence One (1) Year from the Live Date

4.1 Software Maintenance (Schedule G)	$26,805
4.2 Subscription Service for Enhanced Data Content for PAC (Schedule E)	$2,621
4.3 ZMARC Cataloging Record Subscription Authority x 2 (Schedule E)	$1,339
4.4 Weekly Update to Authority Database (Schedule E)	$1,854
4.5 Database Synchronization (Schedule E)	$200

POLARIS

1. **Returned Goods Authorization.**

   1.1 Goods mistakenly configured or shipped by Polaris will be picked up at Polaris' expense and a full credit will be applied to the customer's account. In order to assure the timely handling of your return, a Returned Materials Authorization number must accompany all returns.

   1.2 Goods mistakenly ordered by the LIBRARY may be returned within 30 days of sale. If the return is in its original packaging and fit for resale as new, the LIBRARY's account will be credited for the selling price less a 20% restocking fee and less any shipping and handling charges. The LIBRARY must obtain a Returned Materials Authorization number and ship the return at its own expense, including insurance for the replacement value of the return. If the return is lost in shipment, the LIBRARY remains liable to Polaris for the full purchase price as invoiced and must collect from the carrier or insurer. If the return is shipped to Polaris without a Returned Goods Authorization, an additional tracing fee may be deducted from the value of the return. If the return is in a condition that prevents its resale as new, the LIBRARY will receive credit only for the value as determined by Polaris for use as maintenance spares or for sale as used equipment. Software licenses, barcode labels and all custom goods, including but not limited to computer hardware and peripherals, are not returnable.

2. **Network and Workstation Requirements**

   Polaris ILS system networks are based on the TCP/IP protocol and utilize industry standard techniques and technology. Polaris ILS network topologies include Ethernet, Fast Ethernet and Gigabit Ethernet networks, and networks based on high-speed fiber links and other wide-area communications platforms. Polaris ILS is a PC-based system requiring Staff Client and PAC workstations running on compatible Windows desktop operating systems satisfying minimum Service Pack, memory and video display requirements. Apple Macintosh computers with TCP/IP network connectivity running Internet Explorer may also be used as PAC workstations. The Polaris ILS requires Microsoft Active Directory. The minimum required active directory domain and forest functional level is Windows Server 2003. As an additional service, the LIBRARY may contract with Polaris for detailed network plans, including design criteria, hardware, and pricing at the then current rates.

   Polaris Workstation Connectivity –

   - The Round Trip Time (RTT) is the time it takes for a data packet to reliably travel across the network to the destination and for the sender to receive an acknowledgement that the packet arrived at the destination. For best performance, RTT connectivity from direct Polaris Staff Client workstations at the LIBRARY to the Polaris ILS servers should not exceed 10 msec and should have 0% packet loss.

   - PAC workstations communicate via HTTP/HTTPS and perform optimally when the RTT connectivity between the workstations and the Polaris PAC server does not exceed 50 msec and has 0% packet loss.

   - Libraries that purchase optional external content for the PAC displays (e.g. Syndetics Solutions catalog enrichment data and services will also require adequate Internet performance to the content provider.

POLARIS

Polaris Server Platform Connectivity -
- For inter-server connectivity between the Polaris Servers (Production, PAC, Reports, Terminal Servers), and the Domain Controller(s), Fast Ethernet (minimum) or GigE (preferred) LAN connectivity providing sub 1-msec network RTT latency is recommended.

Estimating Network Bandwidth Capacity -
- Polaris Staff Client: 80Kbps per workstation - based on normal mix of bandwidth-intensive functions(in Cataloging and Acquisitions, for example)

- Polaris PAC workstation: 40Kbps per workstation - excludes public Internet access bandwidth.

- Public Internet workstation: 256Kbps – 1Mbps; contingent on the LIBRARY's policy regarding access to high-bandwidth Internet content or ability to physically limit the workstation's bandwidth consumption.

- Polaris Terminal Services (Remote Desktop) Client: 30Kbps per workstation (active concurrently)

3.   **Optional Goods and Services**

	Initial Cost	Annual Cost
Federated Searching	$11,800	$8,500
(includes implementation & hosting fee)		
Note: any custom connectors that are required		
will be quoted at additional cost – TBD		
Polaris Fusion	$4,999	$999
Half-day Webinar Training	$600	N/A
Fusion Server (Rackmount)	$13,483	$160
(includes remote installation)		
Polaris ExpressCheck Client x 4 @1,508 each	$6,032	$1,000
(includes MS CAL)		

Pricing listed above will be subject to a 20% discount and will remain in effect for six (6) months from the Live Date. Thereafter, pricing will revert to the current prices and no discount will be applied.