SUBJECT: PIGGYBACK ALLEN COUNTY PUBLIC LIBRARY CONTRACT # EST-INC16125-30 20230406

BID #: PSC-0325-24

OPEN DATE: N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DATE OF EXECUTED CONTRACT THROUGH OCTOBER 30, 2028 WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC LIBRARY

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Allen County Public Library Contract # EST-INC16125-30 20230406 for one-time implementation costs from Clarivate. Estimated initial expenditure not-to-exceed $107,970.00. Period of service will be from date of executed contract through October 30, 2028.

Funding shall be encumbered from account 00111.185102.546620.000000.00000000.00000.0000000 - executed by formal contract agreement through the Office of General Counsel and processed via Purchase Order(s).

ATTACHMENTS: Recommendation Memo, Risk Management Approval, Supplier Letter, Piggyback RFP & Contract

ANALYST: _____
Corey Sidlo

RESPECTFULLY SUBMITTED: _____
FOR: DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: LYNN JACOBSON, DIRECTOR SYSTEMS & TECHNOLOGY, PUBLIC LIBRARY

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

JACKSONVILLE PUBLIC LIBRARY

Start Here. Go Anywhere.

DATE: 12/4/2023

TO: Dustin Freeman, Chief of Procurement

FROM: Lynn Jacobson, Director Systems & Technology, Jacksonville Public Library

SUBJECT: Piggyback Request for Clarivate Polaris Integrated Library System
00111.185102.546620.000000.00000000.00000.0000000

The Jacksonville Public Library is requesting to piggyback on Allen County Public Library's contract for the Polaris integrated library system and its related components. This contract was competitively bid in March 2023. The initial contract is for 5 years and expires on October 30, 2028. The contract also includes 4 optional 1-year renewals.

The Library is requesting $107,970 in fiscal year 2024 for one-time implementation costs. The Library expects to go live in October 2024. Annual subscription license costs will commence in FY2025 and will continue annually for the life of the contract.

Included with this request is the Scope of Goods and/or Services and the cost summary as "Exhibit A - Allen County Order Form EST-INC16125-30 20230406 - signed" along with two amendments and "Exhibit B – Innovative quote for Jacksonville Public Library." Other included documents are the RFP from Allen County Public Library and letter stating the dates that the contract was advertised.

If you have questions or need additional information regarding this request, please contact Lynn Jacobson at 255-6025.

CC: [Gretchen Mitchell, Deputy Chief Librarian Support Services]
[Leslie Jones, Director Library Finance & Budget]

APPROVED
By Kevin at 3:20 pm, Dec 01, 2023

Clarivate Polaris Integrated Library System
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Provider shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Provider shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits	
Worker's Compensation	Florida Statutory Coverage	
Employer's Liability	$ 100,000	Each Accident
	$ 500,000	Disease Policy Limit
	$ 100,000	Each Employee/Disease

This insurance shall cover the Provider (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability $1,000,000 per Claim and Aggrega

Cyber Liability & Data Storage $1,000,000 per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

Participant Legal Liability Coverage $50,000 Limit

Covers injury or death resulting from an accident which occurs directly from: activities that are scheduled, sponsored, or supervised by the policyholder; premises owned, leased or borrowed by the policyholder; travel scheduled, sponsored or supervised by the policyholder.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Provider's Insurance Primary. The insurance provided by the Provider shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Provider. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Provider or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or

agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Provider shall relieve Provider of Provider's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Provider shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Provider shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Tenant, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Provider under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Provider shall present this Contract and Attachment D & E to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Provider.

APPROVED
By Kevin at 3:17 pm, Dec 01, 2023

Clarivate Polaris Integrated Library System
INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this **Contract**, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

From:	Clint Crockett
To:	Jacobson, Lynn; Carrie Pearson
Subject:	RE: Jacksonville Piggy Back Request
Date:	Tuesday, January 16, 2024 11:20:36 AM
Attachments:	image003.png image005.png image006.png image007.png image008.png image011.png

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EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good morning Lynn.

I can confirm that we are willing to let the City of Jacksonville piggyback on the contract of Allen County. That contract was signed in April of 2023 with a subscription go-live of October 31, 2023. It was a five-year contract, so expires on October 30, 2028. As for the renewal options, it was a five-year contract with four one-year renewals after that.

Please let me know if that is what you need.

Thank you.

Clint

Clint Crockett| Product Sales Manager
Innovative

M: 601.983.9861
Time Zone: Central

Clarivate™
Library Software Group

ExLibris. iii innovative

From: Jacobson, Lynn <Jacobson@coj.net>
Sent: Tuesday, January 16, 2024 9:28 AM
To: Carrie Pearson <Carrie.Pearson@Clarivate.com>; Clint Crockett <Clint.Crockett@Clarivate.com>
Subject: Jacksonville Piggy Back Request

Hi Carrie and Clint,

Our request is being prepared for this week's General Awards Committee meeting. They need a

couple of final details to put the package on the agenda. Can you confirm that you are willing to let the City of Jacksonville piggyback on the Allen County contract and can you confirm the dates of the contract and the renewal options? A response to this email is fine.

If I can submit this information by Noon today, it should be on the agenda Thursday.

Thanks for your help.

Lynn

Lynn Jacobson, Director
Systems and Technology
Jacksonville Public Library
3435 University Blvd N
Jacksonville, FL 32277
O: 904-255-6025
C: 904-338-4385

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ALLEN COUNTY PUBLIC LIBRARY
ACPL
900 Library Plaza • Fort Wayne, IN • 46802 • Susan Baier, Director

August 7, 2023

Ms. Lynn Jacobson, Assistant Director
Systems and Technology
Jacksonville Public Library
3435 University Blvd N
Jacksonville, FL 32277

Dear Ms Jacobson:

Please allow this letter to confirm that the Allen County Public Library Integrated Library System (ILS) contract with Innovative (Clarivate) was competitively solicited, evaluated, and awarded. The RFP was advertised February 21, 2023 through March 17, 2023.

Thank you and if you need additional details, please do not hesitate to contact Kimberly Bolan or myself.

Sincerely,

David K. Sedestrom, CGFM
Chief Financial Officer & Treasurer
Allen County Public Library

(260) 421-1200 • Fax (260) 421-1386 • (260) 421-1302 • www.acpl.info

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JACKSONVILLE PUBLIC LIBRARY

Innovative Polaris Quotation for Jacksonville Public Library

October 30, 2023

Polaris Success Bundle includes the following:

- ✓ Acquisitions with EDI ordering
- ✓ Cataloging with Authority Control
  - Export Express
  - ZMARC Automatic Authority control
- ✓ Circulation including classic Inventory
  - ILL
  - Collection Agency
  - Offline Circulation
  - Notices
  - SMS Alerts
  - Volume Level Holds
  - Patron Images
  - 120 SIP 2 licenses
  - Outreach Services (Homebound)
- ✓ eContent Integration (Overdrive, Axis 360, Cloud Library, RB Digital)
- ✓ Serials Control
- ✓ Polaris Simply Reports Web-based reporting with Export Express
- ✓ MSSQL reporting
- ✓ Dedicated Hosting for Production Server
- ✓ Dedicated Hosting for Test/Training Server
- ✓ Dedicated Hosting for Report Server
- ✓ 450 Staff User Licenses
- ✓ Syndetics Unbound
- ✓ Vega Discover Premium
- ✓ Kid's Catalog
- ✓ Modern customized notices
- ✓ Innovative Mobile app

Polaris Success Bundle Services Description:

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

- ***Setup the software and hosting environment***
- ***Project Management Services***.

  SOW covers:

  - Up to 2 days of profiling services onsite or online (travel costs not included)
- ***Software Configuration***
- ***Data Migration Services*** to migrate the client's data from their existing ILS into the Polaris ILS. These services include analysis, mapping and loading of data into the Polaris Test Database. Revisions to the Polaris Test Database will be made, when possible, as issues are reported during the evaluation period. Includes Consulting, Profiling, Loading for Authority, Item, Patrons, Serials Holdings, Circulation Checkouts, Holds, Fines and Vendor records. Includes up to 2 data loads.
- ***Data Extraction from Phoenix 10*** who specializes in providing data extraction services for library migration projects. The services include the extraction of: Bib records, Circ records, Users, Fines/blocks, Hold Items, Authorities, Vendors, Fund (current) records, and Current order records.
- ***Training Services*** to be delivered through a combination of either onsite (travel costs not included) or online visits. Training topics will be detailed in the schedule during the preparation phase based on library go-live priorities and target dates.
  - Up to 6 days of training, onsite or online. For onsite, travel costs not included.
    - 3 Days of Patron Services (includes Cataloging) Training
    - 2 Days of Acquisitions Training
    - 1 Day of Serials Training
  - Up to 20 hours of instructor led online training
    - System Administration
    - Simply Reports
    - Outreach Services
    - Export Express
    - ILL
    - EDI
    - Vega Discover Premium

Annual Subscription for the Polaris Success Bundle + Hosting:	**$229,823**
One Time Services:	**$107,970**
Total Year One Cost:	**$337,793**

Options:

Annual Subscription Options:

Vega Promote	$48,000
Vega Program	$48,000
Vega Promote Web	$28,000

One Time Services Options:

Change Management:	$7,500
Vega Promote:	$5,000
Vega Program:	$7,500
Onsite Signature Services (includes all T&E)	$21,700
Promote Web:	$30,000-

$40,000 (TBD after consultation with library after determining specific needs)

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Part of **Clarivate**

JACKSONVILLE PUBLIC LIBRARY

Innovative Polaris Quotation for Jacksonville Public Library

June 12, 2023

Polaris Success Bundle includes the following:

- ✓ Acquisitions with EDI ordering
- ✓ Cataloging with Authority Control
  - Export Express
  - ZMARC Automatic Authority control
- ✓ Circulation including classic Inventory
  - ILL
  - Collection Agency
  - Offline Circulation
  - Notices
  - SMS Alerts
  - Volume Level Holds
  - Patron Images
  - 60 SIP 2 licenses
  - Outreach Services (Homebound)
- ✓ eContent Integration (Overdrive, Axis 360, Cloud Library, RB Digital)
- ✓ Serials Control
- ✓ Polaris Simply Reports Web-based reporting with Export Express
- ✓ MSSQL reporting
- ✓ Dedicated Hosting for Production Server
- ✓ Dedicated Hosting for Test/Training Server
- ✓ 250 Staff User Licenses
- ✓ Syndetics Unbound
- ✓ Vega Discover Premium
- ✓ Kid's Catalog
- ✓ Modern customized notices
- ✓ Innovative Mobile app

Polaris Success Bundle Services Description:

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

- ***Setup the software and hosting environment***
- ***Project Management Services***.

  SOW covers:

  - Up to 2 days of profiling services onsite or online (travel costs not included)
- ***Software Configuration***
- ***Data Migration Services*** to migrate the client's data from their existing ILS into the Polaris ILS. These services include analysis, mapping and loading of data into the Polaris Test Database. Revisions to the Polaris Test Database will be made, when possible, as issues are reported during the evaluation period. Includes Consulting, Profiling, Loading for Authority, Item, Patrons, Serials Holdings, Circulation Checkouts, Holds, Fines and Vendor records. Includes up to 2 data loads.
- ***Training Services*** to be delivered through a combination of either onsite (travel costs not included) or online visits. Training topics will be detailed in the schedule during the preparation phase based on library go-live priorities and target dates.
  - Up to 6 days of training, onsite or online. For onsite, travel costs not included.
    - 3 Days of Patron Services (includes Cataloging) Training
    - 2 Days of Acquisitions Training
    - 1 Day of Serials Training
  - Up to 20 hours of instructor led online training
    - System Administration
    - Simply Reports
    - Outreach Services
    - Export Express
    - ILL
    - EDI
    - Vega Discover Premium

Annual Subscription for the Polaris Success Bundle + Hosting:	**$230,000**
One Time Services:	**$99,000***
Total Year One Cost:	**$329,000**

***One-Time Services may be spread over two years.**

Options:

Annual Subscription Options:

Vega Promote	$48,000
Vega Program	$48,000

One Time Services Options:

Authority Control Cleanup project via BSLW:	$25,000
Authority Control Implementation:	$0
Data Extraction from Phoenix 10:	$14,800
Change Management:	$7,500
Vega Promote:	$8,500
Vega Program:	$8,500
Workflow Consulting (2 days)	$5,200 (plus travel)
Onsite go-live assistance (2 days)	$5,200 (plus travel)
Onsite post go-live training (between 3-6 months after) (2 days)	$5,200 (plus travel)

Allen County Public Library

Integrated Library System for Allen County Public Library

Request for Proposals

Proposals Due: March 17, 2023

3:00 p.m. Eastern Time

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REQUEST FOR PROPOSAL OVERVIEW

Request for proposal for an Integrated Library System for:

ALLEN COUNTY PUBLIC LIBRARY

RELEASE DATE: TUESDAY, FEBRUARY 21, 2023

CONTACT INFORMATION

Contact Name/Title	Kim Bolan, Chief of Public Service Operations
Institution	Allen County Public Library
Phone	(260) 421 - 1301
Email	kbolan@acpl.lib.in.us

TIMELINE

Date Issued	February 21, 2023
Questions Deadline	February, 28, 2023 by 3 p.m. Eastern Time
Questions Answered	March 3, 2023 by 11 a.m. Eastern Time
*RFP Due Date & Time	March 17, 2023 by 3 p.m. Eastern Time
Date for Demos	March 29 - 30, 2023 (In person at the Main Library)
Award Date	April 27, 2023
Go Live Date	No later than October 27, 2023

PROPOSAL DELIVERY DETAILS

Name/Title	Kim Bolan, Chief of Public Service Operations
Institution	Allen County Public Library
Delivery Address	900 Library Plaza
City, State, Zip	Fort Wayne, IN 46082
Delivery Email	kbolan@acpl.lib.in.us
Number of Copies	1 hard copy and 1 electronic copy on a USB drive

Late proposals will not be accepted.

PURPOSE

The purpose and intent of the Request for Proposal (RFP) is to solicit proposals from qualified companies to provide Integrated Library Systems (ILS) Services for Allen County Public Library. The proposal will include all aspects of an ILS implementation, such as system installation, set-up/configuration, data migration, training, and ongoing support after implementation.

Electronic copies of the RFP, responses to questions, and any addenda are available at **https://www.acpl.lib.in.us/ILSRFP**.

BACKGROUND INFORMATION

Allen County Public Library (ACPL) is located in northeastern Indiana, approximately 125 miles northeast of Indianapolis. ACPL serves a diverse and growing population of approximately 388,000 residents of Fort Wayne and the surrounding communities. From its 1895 origins as a single location in Fort Wayne's City Hall, ACPL has grown to fifteen (15) locations positioned throughout Allen County, including a flagship Main Library, thirteen (13) neighborhood branches, and a Data Center. ACPL also provides mobile library services to residents confined to their home or living institution via Library at Home,

The renowned Genealogy Center, located at the Main Library, is the second largest family research center in the United States. Visitors from across the country and around the world rely on the Genealogy Center for its international collection of physical resources, free access to numerous databases, and knowledgeable staff. The Rolland Center for Lincoln Research, also located at the Main Library, highlights the thousands of items in the Lincoln Collection housed and curated by ACPL.

ACPL Locations

Main Library
900 Library Plaza
Fort Wayne, IN 46802

Aboite Branch
5630 Coventry Lane
Fort Wayne, IN 46803
Population Served (3 mile):
29,890

DiSalle Data Center & Warehouse
7615 DiSalle Blvd.
Fort Wayne, IN 46825

Dupont Branch
536 E. Dupont Road
Fort Wayne, IN 46825
Population Served (3 mile):
45,823

Georgetown Branch
6600 East State Blvd.
Fort Wayne, IN 46815
Population Served (3 mile):
62,693

Grabill Branch
13521 State Street
Grabill, IN 46741
Population Served (3 mile):
3,275

Hessen Cassel Branch
3030 E. Paulding Road
Fort Wayne, IN 46816
Population Served (3 mile):
10,546

Little Turtle Branch
2201 Sherman Blvd.
Fort Wayne, IN 46808
Population Served (3 mile):
13,558

Monroeville Branch
115 Main Street
Monroeville, IN 46773
Population Served (3 mile):
2,629

New Haven Branch
648 Green Street
New Haven, IN 46774
Population Served (3 mile):
23,737

Pontiac Branch
2215 S. Hanna Street
Fort Wayne, IN 46803
Population Served (3 mile):
14,579

Shawnee Branch
5600 Noll Avenue
Fort Wayne, IN 46806
Population Served (3 mile):
12,329

Tecumseh Branch
1411 East State Blvd.
Fort Wayne, IN 46805
Population Served (3 mile):
14,125

Waynedale Branch
2200 Lower Huntington Road
Fort Wayne, IN 46819
Population Served (3 mile):
7,443

Woodburn Branch
4701 State Road 101 N
Woodburn, IN 46797
Population Served (3 mile):
3,664

In 2022, the Library was visited over 1.4 million times. ACPL holdings consisted of approximately 2.7 million items, with a circulation total of approximately 3.2 million physical items. Materials include books, audiovisual items, puzzles, board games, Wi-Fi hotspots, laptops, and a Library of Things collection. See *below table for additional ACPL data from 2022.*

	Current	Projected 5 Years
# of member libraries and branches	15	15 - 16
# of bibliographic records	1,561,676	
# of item records	2,711,934	2,800,000
# of authority records	0	0
# of patron records	202,284	246,109
# of annual circulation transactions (includes circulation and renewals)	3,210,410	3,905,955
# of staff workstations *	660	
Population served	388,608	395,371

** This number reflects staff workstations which will use the ILS software (e.g., circulation, technical services, administration, public services, etc.)*

Existing Systems and Services

ACPL currently utilizes OCLC's Wise Integrated Library System, launched in Fall 2019. Prior to Wise, ACPL was a SirsiDynix customer. Other services currently used by the ACPL include:

- EnvisionWare PC Reservation
- Cen-Tec Self-check Stations
- Solus Mobile Library App
- OCLC ILLiad and Worldshare ILL
- Communico Reserve and Attend
- OCLC Connexion
- Freegal
- GoPrint
- Springshare – LibStaffer
- Hoopla
- OverDrive
- Flipster

SCOPE OF SERVICES

1. The vendor will provide Allen County Public Library (ACPL) with an Integrated Library System (ILS) that will perform automated functions needed to run day-to-day activities by staff and patrons. At a minimum, each proposed solution must have the following:

    a. Discovery Layer (i.e., an OPAC - Online Public Access Catalog)

    b. Circulation Module (checking in & out materials, account creation & maintenance, and item management)

    c. Cataloging Module

    d. Acquisitions Module

    e. Marketing Module

    f. Program/Event and Meeting Room Management Module

2. The vendor must complete the attached Functional Requirements document and include it with the proposal submission.

3. The vendor is expected to conduct a certain portion of its work onsite, as described herein, not just remotely. At a minimum, the vendor must be onsite at the beginning of the project, during training, and through Go-Live, including pre- and post- Go-Live days. The vendor must be able to work collaboratively with ACPL's IT and Systems Services staff. The vendor must provide qualified staff to assist both remotely and onsite with product implementation. Tasks include, but are not limited to:

    a. System Set Up and Configuration

    b. Data Migration

    c. Training Library IT and Systems Services Staff – ILS Administration

    d. Training Technical Services and Collection Management Staff

    e. Training Frontline Public Services Staff

    f. The vendor shall provide details of the training materials to be supplied to ACPL (e.g., electronic documents, videos, etc.).

4. An important aspect of the selected company will be their commitment to customer service, training, and timely and accurate support of the ILS.

5. The vendor must be able to provide a reliable and ongoing support structure for delivering exceptional service to ACPL's team including, but not limited to, phone support during library hours, email, live-chat, conference calls, etc.

6. Costs, if any, for any "optional" functionalities must be provided separately from the "baseline" cost(s) of the ILS.

7. For any finalist selected, access to a Sandbox of the proposed product is required during the evaluation phase.

8. This Scope of Services will become an integral part of the Contract between Allen County Public Library and the selected company.

PROPOSAL RESPONSE CONTENT

Proposals should be appropriately organized and include all of the information contained within this Section and other Sections of this RFP. Unnecessary brochures or other materials beyond those sufficient to present a complete and effective response to this solution are not desired and are strongly discouraged.

OVERVIEW

A. Brief summary of the understanding of the Scope of Services presented in this RFP and a description of the underlying philosophy of the proposing company in providing these services.

B. The name, position, address, telephone number, and email address of the individual(s) authorized to make representations on behalf of the proposing company.

QUALIFICATIONS & EXPERIENCE

A. A brief overview of the company, including the number of years in business, the size of the company, the number of locations, and the location of the office from which the work is to be done.

B. Description of the proposing company's work experience and track record in performing the services as specified in this RFP. Include information relevant to determining the ability of the company to perform these services, including the company's approach to providing a forward-thinking, robust, and customer-oriented ILS enabling libraries to deliver superior customer service to their communities.

C. Information about future development plans.

D. Any unique aspects or strengths of the company.

E. Three (3) references where the proposing company has provided similar work, in size and scope, over the past five (5) years. This list should include the name of the client, contact information, the size and scope of the work provided to the client, and length of time the client has contracted with the Proposer's company.

CAPABILITIES

A. The type of company/organization being represented (i.e., individual, partnership, corporation, etc.). If a corporation, list the names of the President, Vice President, Secretary, Treasurer, and all Principals. If a partnership, include the names of all principals and/or partners.

B. Description of the firm's capabilities to perform the Contract including, but not limited to:

i. Management structure of the company (i.e., an organizational chart).

ii. Name, title, address, email address, telephone, and work hours of the company's representative for the following functions:

a. Contact person during the evaluation period
b. Authority to negotiate and contractually bind the company
c. Contact person for prompt contract administration upon award of the Contract
d. Authorized agent to accept any notices provided for in the Contract

C. A detailed history of all mergers or acquisitions, if applicable.

D. Copies of the company's/organization's financial statements for the last five (5) years as well as information about the company's/organization's financial condition, including any history of financial difficulties, bankruptcies, reorganizations, or assignment for the benefit of creditors.

APPROACH & PLAN TO PERFORM SERVICE

A. Methodology and approach to implementing and supporting the services specified in this RFP including, but not limited to, specifics on project management, data migration, training, and any other pertinent activities and services.

B. Project implementation timeline, including a phasing plan, if appropriate.

C. Details on how this project will be staffed, including information on the employees who will be assigned to the project, their job classifications, role in the project, relevant experience, and history with the company.

D. Information on any of the required services the company intends to subcontract, if any. If including a subcontractor(s), please provide information about the subcontractor including company name and address, contact name and information, relevant experience, and the reasons for subcontracting responsibilities.

FUNCTIONAL REQUIREMENTS

Proposers will complete the ***Functional Requirements*** form included in this RFP (See Attachment C) and include it as part of the proposal submission. Functional requirement categories include:

- Discovery
- Circulation
- Cataloging
- Acquisitions
- Serials Control
- Interlibrary Loan
- Reporting & Analytics
- System
- Integrations
- Marketing
- Program/Event & Meeting Room Management

COST

Proposals shall provide pricing based on a 3-year contract and the requirements and terms set forth in this RFP. Pricing shall be all-inclusive fixed price covering every aspect of the contract. No additional fees shall be added unless authorized by ACPL.

Information on how future pricing adjustments will be calculated shall also be provided.

SIGNED FORMS

Include **signed** copies of the below forms along with the proposal.

- Attachment A – Compliance with this RFP
- Attachment B – Addendum Acknowledgement Form

INSTRUCTIONS TO PROPOSERS & BID TERMS

A. All communications between ACPL and prospective Proposers shall be in writing via email. All inquiries, questions, requests for clarification, and/or additional information shall be directed to **Kim Bolan, Chief of Public Service Operations** at **kbolan@acpl.lib.in.us**. Responses to questions affecting the Scope of Services will be provided to all Proposers by issuance of a written Addendum. ACPL staff will not be responsible for any oral instructions. Acknowledgment of any Addenda received shall be noted on the Addendum Acknowledgement Form and submitted with the Proposal. All questions shall be received no later than 3:00 P.M., Eastern Time on February 28, 2023. NO EXCEPTIONS.

B. In order for a proposal to be considered, it must be based on terms, conditions, and scope of services contained herein and must be a complete response to this RFP.

C. Proposals should be thorough and well organized, including straightforward and clear answers so the ACPL ILS Selection Team may properly evaluate the Proposer's capabilities to provide the required services.

D. Elaborate brochures and excessive promotional materials are not desired.

E. Proposals should have a minimum font size of 10-point.

F. All required documents, as listed in this RFP, shall be signed by an authorized representative of the proposing company.

G. Proposals shall be mailed and/or hand delivered no later than 3:00 P.M. Eastern Time on March 17, 2023 to Kim Bolan, Chief of Public Services at the address listed at the beginning of this document. The envelope shall bear the name ACPL ILS Request for Proposals. One (1) hard copy and an original electronic copy of the Proposal (submitted on a flash drive) to the Chief of Public Service Operations. It is the sole responsibility of the Proposer to ensure his/her Proposal reaches the Chief of Public Services by the designated date and hour indicated above. If hand-delivered, deliver to the reception area of the Administrative Offices on the 2nd floor of the Main Library.

H. Proposals received after the date and time designated will be disqualified and not considered.

Such disqualified proposals will be returned to the Proposer unopened. ACPL is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. It is the sole responsibility of the Proposer to ensure that its proposal reaches the Library by the designated date and hour.

I. Ownership of all data, materials, and documentation originated and prepared for ACPL pursuant to the RFP shall belong exclusively to ACPL and be subject to public inspection in accordance with the Indiana Access to Public Records Act.

J. Any and all costs or expenses incurred or associated with the preparation of responses to this RFP, including onsite visits, oral presentations, and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by ACPL.

K. ACPL reserves the right to accept or reject any or all proposals, in whole or in part. It also reserves the right to waive any technicalities, in the proposals received, and to negotiate with any or all Proposers and to accept the proposal which shall be in the Library's best interest.

L. ACPL may cancel this Request for Proposal at any time prior to an award and is not required to furnish a reason why the Request for Proposal was cancelled or why a particular proposal was not selected.

M. ACPL reserves the right to negotiate any alterations to bid specifications due to oversight or error.

N. ACPL reserves the right to delete one or more parts of any bid at the time of awarding the bid.

O. A party's proposal shall be valid for a minimum of 120 days from the due date listed herein. Submission of a proposal constitutes the Proposer's recognition of this condition.

P. The selected Proposer must comply with applicable Indiana and federal laws, rules, and regulations governing the providing of the Integrated Library System for ACPL and required for contracting with a governmental entity.

EVALUATION & AWARD CRITERIA

The contents of the submitted proposals will be used by the ACPL ILS Selection Team to determine finalists. Finalists will be invited to give a detailed in-person presentation and demonstration to the ACPL ILS Selection Team and other ACPL staff, as deemed appropriate. In-person presentations will not include Contract negotiation.

All proposals will be assessed and scored by the ACPL ILS Selection Team based solely on the below listed ACPL evaluation criteria. The Contract will be awarded to the responsible company whose proposal, conforming to this RFP, will be most advantageous and best suited to ACPL. Cost shall be considered, but shall not be the sole determining factor. ACPL has no obligation to award to the lowest Proposer and reserves the right to select the Proposer it deems most suitable, in ACPL's sole discretion. ACPL has the right, in its sole discretion, to reject all proposals.

EVALUATION CRITERIA

Criteria	Description	Point Value
Qualifications & Experience	Proposer's qualifications, work experiences, and track record as it relates to the Scope of Services.	15%
Approach & Plan to Perform Services	Methodology and approach to implementing and supporting the services outlined in the RFP.	35%
Capabilities & Functionality	Proposer's capabilities to perform the work and ability to meet the functional requirements as outlined in the RFP.	40%
Cost	Cost of services.	10%
	TOTAL	100%

ATTACHMENT A – COMPLIANCE WITH THIS RFP

THE INFORMATION IN THIS ATTACHMENT IS TO BE COMPLETED BY THE PROPOSER'S AUTHORIZED REPRESENTATIVE & INCLUDED WITH THE PROPOSAL.

Compliance with this Request for Proposal and to all the conditions imposed therein, the undersigned offers and agrees to furnish services requested in the solicitation.

Date: _____

Name and Address of Vendor/Company: _____

_____

_____

Website Address: _____

Signature: (Sign in Ink) _____

Name (Please Print): _____ Title: _____

Phone Number: _____ Email: _____

ATTACHMENT B - ADDENDUM ACKNOWLEDGEMENT

THE INFORMATION IN THIS ATTACHMENT IS TO BE COMPLETED BY THE PROPOSER'S AUTHORIZED REPRESENTATIVE & INCLUDED WITH THE PROPOSAL.

Receipt of the following Addendum/Addenda is/are acknowledged:

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Signature: (Sign in Ink) _____

Name (Please Print): _____ Title: _____

ATTACHMENT C – FUNCTIONAL REQUIREMENTS WORKSHEET

See the attached file for a copy of the ***Functional Requirements Worksheet***.

This worksheet must be completed in its entirety and included with all proposal submissions.

Copies of the worksheet are also available in PDF and Excel formats at https://www.acpl.lib.in.us/ILSRFP.

Allen County Public Library

REQUEST FOR PROPOSAL ADDENDUM
Integrated Library System

Addendum No.: 1 Date of Addendum: March 3, 2023

SCOPE OF ADDENDUM

This addendum details modifications to the RFP based on comments and questions received. Revisions to the pre-existing language in the RFP are indicated either by ~~strike through~~ for deletions and underlining for insertions.

Revision 1 CHANGE
Page 3, Request for Proposal Overview - Proposal Delivery Details

Proposals should be delivered to:

Name/Title	Kim Bolan, Chief of Public Service Operations
Institution	Allen County Public Library
Delivery Address	900 Library Plaza
City, State, Zip	Fort Wayne, IN ~~46082~~ 46802

This addendum shall become part of the RFP.

Please complete ATTACHMENT B - ADDENDUM ACKNOWLEDGEMENT of the RFP and return a copy with the proposal.

Clarivate™

Clarivate Terms

These Terms govern your use of the Clarivate products, services, and other deliverables ("**Products**") that you install or access through our platform(s) or website(s), or are otherwise identified in your order form, statement of work, quotation or other ordering document (each referred to as an "**Order**"). "**We**", "**our**" and "**Clarivate**" means the Clarivate entity identified in the Order; "**you**" and "**your**" means the Client entity identified in the Order.

The Order, any product/service specific terms and conditions and other applicable documents referenced in the Order or these Terms , as updated by Clarivate from time to time, constitute the complete agreement between us ("**Agreement**"), and supersede any prior discussions or representations regarding your Order, unless fraudulent. Other terms and conditions you seek to incorporate in any purchase order or otherwise, even where such document is signed by Clarivate as a courtesy, are excluded, and your use of the Products confirms your acceptance of these Terms.

1. Our products and services

(a) Orders. Your Order identifies the Products, quantities, relevant licence and restrictions, fees and charges, permitted users ("**Authorized Users**") and other relevant details of your Order.

(b) Intellectual Property. Together with our licensors, we retain all ownership of and all rights in the Products (including any underlying software, data models, databases or data sets), any pre-existing codes, content, methodologies, templates, tools or other materials used in performing services, and any configurations, modifications or derivatives thereto (collectively "**Clarivate IP**"). Clarivate IP constitutes our valuable intellectual property, confidential information and trade secrets, and you may only use it as expressly permitted in the Agreement. You must promptly notify Clarivate if you become aware of any unauthorized use of Clarivate IP.

(c) Compliance. Clarivate and you shall act at all times in accordance with the laws, rules, regulations, export controls and economic sanctions as they apply to such party in connection with its obligations under the Agreement ("**Applicable Laws**").

(d) Updates. The Products change from time to time. If we fundamentally change the Products in a way which materially impairs your usage of the Products, you may terminate the affected Products on written notice no later than 30 days after the change.

(e) Passwords. Your access to certain Products may require authentication (e.g. a password). Sharing passwords or facilitating access to unauthorized users is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that Clarivate IP is secure and inaccessible to unauthorized persons.

(f) Usage information. We may collect information related to your use of our Products. We may use this information for legitimate business reasons including without limitation to recommend products, services or functionality that may interest users, to test and improve our Products and to protect and enforce our rights under the Agreement, and may pass this information to our third party providers for the same purposes.

(g) Feedback and knowledge. Where you provide any comments, recommendation, suggestion or ideas, or any other feedback related to Clarivate IP ("**Feedback**") we may use and exploit such Feedback without restriction or obligation to you and you will not obtain any rights in Clarivate IP. We may freely use our general knowledge, skills and experience, and any ideas, concepts, processes, know-how and techniques developed by Clarivate while providing any Products (including professional services), provided we do not use your confidential or other proprietary information.

(h) Documentation. You may print or download PDF copies of user guides, online help, release notes, training materials and other documentation provided or made available within the Products or published online, as updated from time to time ("**Documentation**") for your internal use with the Products, provided all copyright or proprietary rights notices are retained.

(i) Third party providers. The Products may include data, software and services from third parties. Some third party providers require Clarivate to pass additional terms through to you, and you must comply with these additional terms as applicable. The third party providers change their terms occasionally and new third party providers are added from

time to time. To see the current third party additional terms that apply to your use of our Products visit https://clarivate.com/legal-center/terms-of-business/third-party-terms/

2. Your obligations

(a) Limited license. You may only use the Products in accordance with the applicable license set out in Sections 3 to 6, the relevant product/service terms referenced on the Order, and the Documentation. You are responsible for all acts or omissions of your users in connection with the Products, and ensuring users comply with these terms.

(b) Your content. You retain ownership of your pre-existing content, data and materials that you provide to us, or use with the Products ("**Content**"). You hereby grant Clarivate a license to use your Content as required by Clarivate to provide you with the Products (including right to sublicense the same to our subcontractors, as required). You must (i) ensure your Content does not infringe third party rights or any Applicable Laws; and (ii) notify Clarivate in advance before transmitting to us, and clearly mark, any of your Content that contains restricted data, including the jurisdiction and classification under applicable export control laws. Restricted data may include any information, data, or source code that is on an export controls list or equivalent list of any applicable jurisdiction or that is related to weapons, military/defense, intelligence, or law enforcement; aerospace or subsea technologies; cryptography, encryption, or cybersecurity tools; advanced or cutting-edge items or technologies; or items that could pose a danger to health or safety. Unless your Order includes backup services, we disclaim all responsibility for backing up your Content.

(c) General obligations. You must (i) ensure we have up-to-date contact and billing information for your Order; (ii) provide detailed, accurate and sufficiently complete information, specifications and instructions in a timely manner; (iii) ensure you are permitted to allow Clarivate to use and modify your equipment, systems, software and Content, as required to provide the Products; (iv) maintain then-current minimum technical requirements to access the Products, as applicable; and (v) perform any additional obligations specified in your Order. If reasonably requested, you must make authorized personnel available to agree on the impact of any failure or delay by you to comply with these requirements, and you must not unreasonably withhold or delay your consent to any consequential changes to the Agreement.

(d) Third-party technology. You may only integrate our software with, or access our data from, third-party software, systems, platforms or products (**"Third Party Technology"**) as permitted by the Agreement. You are responsible for procuring, maintaining and complying with any necessary license for the Third Party Technology (which is independent of the Agreement and your license to the Products).

(e) Unauthorized technology. Unless expressly permitted elsewhere in the Agreement for the relevant Product, you must not (i) introduce any malicious software into Clarivate IP or network; (ii) run or install any computer software or hardware on the Products or network; (iii) download or scrape data from the Products; (iv) perform any text or data mining or indexing of the Products or any underlying data; (v) use the Products or underlying data in conjunction with any third-party technology or any artificial intelligence, algorithms or models; or (vi) use the Products or underlying data to develop or train any artificial intelligence, algorithms or models.

(f) Limitations. Unless expressly permitted elsewhere in the Agreement, you may use the Products for your internal use only and may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, transform, reverse engineer, benchmark, frame, mirror, translate or transfer Clarivate IP in whole or in part, or as a component of any other product, service or material; (ii) use Clarivate IP to create any derivative works or any products (including tools, algorithms or models) that compete with or provide a substitute for a product offered by Clarivate or its third party providers; (iii) perform penetration testing; (iv) disable or bypass any functionality or restrictions within the Products or (v) allow any third parties or unauthorized users to access, use or benefit from Clarivate IP in any way whatsoever. In each case, exercising legal rights that cannot be limited by agreement is not precluded.

(g) Your Responsibilities. You are responsible for any violation of Applicable Laws or regulation, or violation of our or any third party rights (including unauthorized use) related to (i) your Content or your instructions to us; (ii) your combination or modification of Clarivate IP, or use with any other materials; (iii) your failure to install updates we have provided to you; or (iv) your breach of the Agreement. You are also responsible for Claims brought by third parties receiving the benefit of the Products through you. If you use the Products in breach of Sections 2 (e) or (f) you must delete or destroy any infringing material on our request. You must reimburse Clarivate if we incur costs or suffer losses in the circumstances set out in this Section.

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3. Information Services

(a) Definition. "**Information Services**" means a product providing data, metadata, metrics, charts, graphs, literature or other information in any form (collectively "**Licensed Information**"), including via a Clarivate-provided tool, algorithm, process, web platform, an API, a datafeed, custom dataset or syndicated report.

(b) License. Your Authorized Users may use the Information Service solely for internal analysis and research purposes. Where an Information Service is available via a Clarivate-provided web platform, subject to the Product functionality, Authorized Users may view, download and print reasonable amounts of the Licensed Information for their own individual use. We determine a "reasonable amount" of Licensed Information by comparing user activity against the average activity rates for all other users of the same product.

(c) Distribution. Authorized Users may on an infrequent, irregular and ad hoc basis, distribute limited extracts of the Licensed Information internally to non-authorized users as incidental samples or for illustrative or demonstration purposes in reports or other documentation created in the ordinary course of their role. We determine a 'limited extract' as an amount of Licensed Information that has no independent commercial value and could not be used as a substitute for any service or product (or a substantial part of it) provided by us, our affiliates or third party providers. Licensed Information may also be distributed: (i) amongst Authorized Users; (ii) to government and regulatory authorities investigating you, if specifically requested; (iii) to persons acting on your behalf, to the extent required to provide legal or financial advice to you, and (iv) to third parties upon execution of a written agreement between you, Clarivate and the third party. For clarity, consent is not required for hosting services which host our Licensed Information solely on your behalf; provided, however that such third party shall in no way access or use the data for any purpose.

(d) Attribution and representation. Where users quote and excerpt Licensed Information in their work as permitted by the Agreement, they must appropriately cite and credit Clarivate as the source. Attribution to Clarivate and use of the Licensed Information must not categorize or identify Clarivate as an 'expert' in any context and to ensure Licensed Information is not misrepresented or taken out of context. Without our prior written consent, the Licensed Information shall not be filed with any securities authorities.

4. Installed Software

(a) Definition. "**Installed Software**" means software which is downloaded to or implemented on your servers.

(b) License. You may install Installed Software only for your internal user. Software licenses do not include updates (bug fixes, patches, maintenance releases), upgrades (releases or versions that include new features or additional functionality), APIs or Professional Services unless expressly stated in the Order. Your Order details your permitted installations, users, locations, the specified operating environment and other permissions and restrictions. You may use Installed Software in object code only. You are responsible for backups and may only make necessary copies of the Installed Software for such purposes.

(c) Delivery. Unless stated otherwise in your Order, we deliver Installed Software by making it available for download. You may first need to provide Clarivate with certain identifying information about your system administrator and you may be required to confirm availability or installation of our software.

(d) Acceptance. Unless set forth otherwise in an Order, when you download Installed Software and Documentation, you are accepting it for use in accordance with the Agreement.

5. Hosted Software

(a) Definition. "**Hosted Software**" means our software applications made available to you via the internet.

(b) License. You may use our Hosted Software only for your internal use . Your Order details your Authorized Users, locations and other permissions and restrictions. Software licenses do not include updates (bug fixes, patches, maintenance releases) or upgrades (releases or versions that include new features or additional functionality), unless you are on a multi-tenant solution or where you have purchased maintenance including such services.

(c) Delivery. We deliver our Hosted Software by providing you with online access to it. Unless set forth otherwise in an Order, when you access our Hosted Software, you are accepting it for use in accordance with the Agreement.

(d) Content. You grant Clarivate permission to use, store and process your Content. Access and use of your Content by us, our employees and contractors to the extent necessary to deliver the Hosted Software, including training, research assistance, technical support and other services. We will not disclose your Content except to support the Hosted Software, unless required by Applicable Laws (when we will use our reasonable efforts to provide notice to you). We may delete or disable your Content if required under Applicable Laws or where such Content violates the Agreement (and we will use our reasonable efforts to provide notice to you of such action). You may export your Content prior to termination or, where Content cannot be exported and is accessible by us, we may, at your cost and upon execution of an Order for such services, provide you with a copy of such Content.

(e) Security. We will inform you in accordance with Applicable Laws if we become aware of any unauthorized third party access to your Content and will use reasonable efforts to remedy identified security vulnerabilities. Our Hosted Software is designed to protect your Content, however, unless set forth otherwise in your Order, you are responsible for maintaining backups of your Content. If your Content is lost or damaged due to our breach, we will assist you in restoring your Content to the Hosted Software from your last available back up copy.

6. Professional services

(a) Definition. "**Professional Services**" means any professional services, including but not limited to implementation, customization, configuration, transition services, administrative services, consulting services, screening, search and analytics services, and watch services to be provided by Clarivate.

(b) License. Unless otherwise set out in the Order, you will own the deliverables set out in the Order, provided that (i) we retain all intellectual property rights in and to the Clarivate IP and you receive a license to use the Clarivate IP solely to the extent necessary to utilize the deliverables for your internal use; and (ii) if the deliverables include any configurations or modifications to our pre-existing products (including but not limited to implementation services and custom datasets) we retain all intellectual property rights in and to such deliverables, and you receive a license to use them in the same way as you are licensed to use the relevant Product. You agree deliverables are deemed accepted upon delivery unless agreed otherwise in an Order.

(c) Changes. Either of us may make written (including email) requests to change any aspect of the Professional Services, provided that no change will take effect unless and until we have each signed a formal change order setting out the impact of the change and any consequential changes required to the Agreement. Neither of us will unreasonably withhold our agreement to a change.

(d) Access. As required for Clarivate to perform the relevant Professional Services, you must provide reasonable access to your sites, equipment and systems and ensure the health and safety of our personnel on your premises and full cooperation from your qualified and experienced personnel as reasonably required. We will take reasonable steps to ensure that while on your site our personnel comply with reasonable security, health and safety and confidentiality requirements that are notified to Clarivate in advance.

7. APIs and Data Feeds

(a) **Information Services.** Where we make Licensed Information available to you via API or a data feed, the information service terms (Section 3 above) apply to the data you receive. You must ensure that the Licensed Information remains behind your firewall and is only accessible to your Authorized Users . If we deliver Licensed Information via a data feed, you are responsible for loading and maintaining Licensed Information in a timely manner into your data stores. If we make an API available to you, you may use our APIs to enable Authorized Users to use the Products in accordance with the Agreement in conjunction with your own technology systems provided Clarivate approved accreditations remain visible at all times.

(b) **Software.** Clarivate may make APIs available to you to configure our Hosted Software and Installed Software (collectively "**Software**") or otherwise allow our Software to interoperate with third party programs or services ("**Client Configurations**"). Such APIs may only be used with the associated Software and in accordance with the applicable Documentation and/or terms of use. We disclaim all liability for Client Confugrations.

(c) **Keys.** Our API and data feed keys must not be: (i) shared in any way; (ii) used for multiple interfaces; or (iii) used in any way that mimics any material functionality of any Products developed or marketed by Clarivate, or would reasonably be deemed competitive to any Products offered by Clarivate, our affiliates or third party providers. You must demonstrate interfaced systems if reasonably requested by us.

8. Charges

(a) Payment and taxes. You must pay our charges and reasonable expenses, together with any applicable taxes, without deduction within 30 days of the date of invoice, unless otherwise provided on your Order. Payment must be in the currency stated on your Order. We may levy a service charge of 1% per month or the highest lawful interest rate (whichever is lower) for late payment plus our reasonable collection costs, including attorneys' fees. Our fees are exclusive of tax, and shall be paid by you free and clear of all deductions or witholdings provided, if you are required by law to deduct or withhold you will be responsible for paying to Clarivate such additional amount as will, after such deduction or witholding has been made, leave Clarivate with the same amount as we would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. Invoice disputes must be notified in writing to Clarivate within 15 days. Once resolved, payment of disputed invoices will be due immediately.

(b) Changes. We may change the charges for the Products with effect from the start of each renewal term by giving you at least 60 days' written notice. If we believe your creditworthiness has deteriorated we may require full or partial payment before the continued performance of services. If you receive an electronic request to change our banking account number, you should contact our Treasury Department.

(c) Increases in usage. If your Order includes limits on usage, you must pay additional charges if you exceed those limits, based on the rates specified on the Order or our current standard pricing, whichever is greater. If you have enterprise wide or site wide access set out in your Order, our charges are established based on the size of your organization, anticipated number of users, site locations and population served as at the date of the Order, and if any one or a combination of these elements materially increases (e.g. if you acquire a new affiliate), we reserve the right to vary the charges.

9. Privacy

Each of us will at all times collect, disclose, store or otherwise process personal data in accordance with applicable laws relating to the use of personal data relating to individuals ("**Data Privacy Laws**"), including without limitation any laws relating to individual rights and cross-border transfers. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any investigation, claim, allegation, action, suit, proceeding or litigation with respect to an alleged breach of Data Privacy Laws in relation to activities under the Agreement. Each of us will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the personal data. You may not use personal data included in the Products (to the extent such data was not provided by you or collected by Clarivate on your behalf) to send bulk or mass emails or email blasts; to publish or distribute any advertising or promotional material; or to otherwise use such data in a manner that is prohibited by applicable law. You acknowledge that you are responsible for your own compliance with Data Privacy Laws, including, where applicable, determining your legal grounds for processing such data. If we process personal data as a processor on your behalf, the terms of the data processing addendum at https://clarivate.com/terms-of-business are hereby incorporated by reference. 'Data controller', 'personal data' and 'process' will have the meaning given in the applicable Data Privacy Laws or the data processing addendum.

10. Confidentiality

Each of us will (i) use industry standard administrative, physical and technical safeguards to protect the other's confidential information; (ii) only use the confidential information of the other for purposes related to the performance of the Agreement (including our provision of the Products); and (ii) not disclose such confidential information to anyone else except to the extent required by Applicable Laws or as necessary to perform, manage or enforce the Agreement (including where we need to share it with our subcontractors). If either of us is required to disclose the confidential information of the other by statute or court order, that party shall notify the other so that an

appropriate protective order or other remedy can be obtained, unless the court or government agency prohibits prior notification. Confidential information of each party includes any information marked as confidential, or which a reasonable person would consider as being confidential, including information relating to Clarivate IP (including how it is developed and any underlying models or databases) or pricing, but shall not include information that is or becomes public or known on a non-confidential basis other than through breach of any duty or obligation of confidentiality.

11. Audit

(a) Audit right. Without limiting Clarivate's right to electronically monitor usage of the Products, we or our professional representatives may audit your compliance with the Agreement, on at least 10 business days' notice and during normal business hours, provided that we will not audit more than once in 12 months, unless we reasonably believe you are in breach or we are required to by a third party provider.

(b) Costs. If an audit reveals that you have breached the Agreement, you will pay (i) any underpaid charges; and (ii) the reasonable costs and expenses of undertaking the audit if you have underpaid the charges by more than 5% or if those costs are imposed on Clarivate by a third party provider.

12. Warranties and disclaimers

(a) LIMITED WARRANTY. WE WARRANT THAT (i) WE PROVIDE THE PRODUCTS USING COMMERCIALLY REASONABLE SKILL AND CARE; (ii) OUR INSTALLED SOFTWARE WILL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION FOR 90 DAYS AFTER DELIVERY; AND (iii) OUR HOSTED SOFTWARE WILL SUBSTANTIALLY CONFORM TO IT'S THEN-CURRENT DOCUMENTATION. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OR DELIVERY OF THE PRODUCTS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, THESE WARRANTIES AND ANY PRODUCT-SPECIFIC WARRANTIES THAT MAY BE INCLUDED IN YOUR ORDER ARE THE EXCLUSIVE WARRANTIES FROM CLARIVATE AND WE DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS,EXPRESS OR IMPLIED, INCLUDING OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.

(b) SOFTWARE. IF WE CANNOT RECTIFY ANY VALID SOFTWARE WARRANTY CLAIM WITHIN A REASONABLE PERIOD YOU MAY CANCEL YOUR LICENSE OF THE AFFECTED SOFTWARE BY WRITTEN NOTICE TO US. WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES BASED ON A FIVE (5) YEAR STRAIGHT-LINE DEPRECIATION FROM THE EFFECTIVE DATE OF THE APPLICABLE ORDER FOR THE SOFTWARE.

(c) PROFESSIONAL SERVICES. WE WILL RECTIFY PROFESSIONAL SERVICES IF YOU GIVE US WRITTEN NOTICE OF A VALID WARRANTY CLAIM WITHIN 30 DAYS OF DELIVERY. IF WE CANNOT RECTIFY ANY VALID WARRANTY CLAIM WITHIN A REASONABLE PERIOD WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES RELATED TO THE DEFECTIVE SERVICE AND WE MAY TERMINATE THE AFFECTED SERVICES BY WRITTEN NOTICE TO YOU.

(d) NO ADVICE. WE ARE NOT PROVIDING ANY ADVICE (LEGAL, FINANCIAL OR OTHERWISE) BY ALLOWING YOU TO ACCESS AND USE THE PRODUCTS. YOU ARE FULLY RESPONSIBLE FOR YOUR INTERPRETATIONS OF THE PRODUCTS. IF YOU DESIRE ADVICE, WE ENCOURAGE YOU TO ENGAGE LEGAL OR FINANCIAL PROFESSIONALS TO HELP YOU INTERPRET THE PRODUCTS. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY ACTION OR DAMAGES RESULTING FROM ANY DECISIONS YOU (OR ANY OTHER PARTY ACCESSING THE PRODUCTS THROUGH YOU) MAKE IN RELIANCE ON THE PRODUCTS. WE ARE NOT A LAW FIRM OR PROFESSIONAL ADVISOR AND NO ATTORNEY-CLIENT OR OTHER PROFESSIONAL RELATIONSHIP IS CREATED.

(e) THIRD PARTY MATERIALS. WE DO NOT ACCEPT ANY RESPONSIBILITY FOR, AND WILL NOT BE LIABLE FOR CLAIMS ARISING FROM, THIRD PARTY TECHNOLOGY OR ANY THIRD PARTY MATERIALS ACCESSIBLE VIA LINKS IN THE PRODUCTS.

13. Liability

(a) Unlimited liabilities. Neither of us excludes or limits liability for (i) fraud, (ii) death or personal injury caused by negligence, (iii) claims for payment or reimbursement or indemnification or (iv) any other liability, including gross negligence, where not permitted to do so under Applicable Laws and nothing in the Agreement shall be interpreted to do so.

(b) Excluded losses. Neither of us will be liable for (i) lost profits, lost business, lost revenue, anticipated savings, lost data, or lost goodwill; or (ii) any special, incidental or exemplary damages, indirect or consequential losses, or anticipated savings.

(c) Limitation. The aggregate liability of each of us (and of any of Clarivate's third party providers) for all claims arising out of or in connection with the Agreement, including for breach of statutory duty, in tort or in negligence (collectively '**Claims**'), will not exceed the amount of any actual direct damages up to the amounts payable in the 12 months prior to the first incident under which liability arose (or where the claim arose in the first 12 months of the Agreement, the amounts that would have been payable in the first 12 months) for the Product that is the subject of the claim.

(d) Claims. You may not assign or transfer Claims and you must bring Claims within 12 months of arising.

(e) No liability. We will not be responsible for failures, errors or delays that occur because of (i) your or a third party's technology or network; (ii) your actions or inaction (other than proper use of the Product), such as failing to follow the usage instructions or adhering to the minimum recommended technical requirements; (iii) changes you make to the Products; (iv) your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems; (v) your failure to install updates we have provided to you; or (vi) other causes not attributable to us. If we learn that the Product failed because of one of these, we reserve the right to charge you for our work in investigating the failure at our then currently applicable rates. At your request we will assist you in resolving the failure at a fee to be agreed upon.

(f) Third party intellectual property. If a third party sues you claiming that a Product as provided by Clarivate infringes their intellectual property rights then, provided your use of such Product has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by us, provided that you (i) promptly notify Clarivate in writing of the claim; (ii) supply information we reasonably request; and (iii) allow Clarivate to control the defense and settlement. We have no liability for Claims to the extent caused by items not provided by us. In relation to liability arising solely from one of our third party providers' data, software or other materials, our liability will be limited to the amount we recover from that third party supplier divided by the number of Claims by our customers, including you.

(g) Mitigation. Each of us shall take reasonable steps to limit and mitigate any losses, liability, Claims or other costs it may incur under the Agreement and which it may seek to recover from the other, including under any reimbursement or indemnity. Further, in the event a Product infringes or may infringe a third party's intellectual property rights we may, at our expense and option: (a) replace or modify the Product to make it non-infringing, while maintaining equivalent functionality; (b) procure the right for you to continue using the Product pursuant to this Agreement; or (c) terminate the Product and provide you a refund on a pro-rata basis.

(h) Equitable relief. Each of us agrees that damages may not be a sufficient remedy for any misuse of the others intellectual property, confidential information or trade secrets, and each of us may seek equitable relief (including specific performance and injunctive relief) as a remedy for breach of the Agreement.

14. Term, Termination

(a) Term. The term and any renewal terms for the Products are described in your Order. If either of us does not wish to renew the Products set forth in an Order, in whole or in part, they must provide the other with at least 30 days' written notice before the end of the then current term.

(b) Suspension. We may on written notice suspend or limit your use of the Products or other Clarivate IP, or terminate the Agreement, (i) if required to do so by a third party provider, Applicable Laws, court or regulator; (ii) if you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) if there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement (including payment); or a violation of third party rights or Applicable Laws. Our notice will specify the

cause of the suspension or limitation and, as applicable, the actions you must take to reinstate the Product. If you do not take the actions or the cause cannot be remedied within 30 days, we may terminate the Agreement. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(c) Termination. We may terminate the Agreement, in whole or in part, in relation to a Product which is being discontinued, on 90 days' written notice. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and (if capable of remedy) fails to cure the material breach within 30 days of being notified to do so. Unless we terminate for breach or insolvency, pre-paid charges will be refunded on a pro-rated basis for terminations in accordance with the Agreement. Transition assistance may be provided upon the execution of an Order for such services.

(d) Effect of termination. Except to the extent we have agreed otherwise, upon termination, all your licenses and usage rights granted end immediately and you must permanently uninstall, expunge, delete or destroy the Products and Clarivate IP (including any copies thereof) in your or any third party's control or possession and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Clarivate any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

15. Force majeure

Other than payment obligations, neither of us shall be liable for any failure or delay in performance due to causes that cannot be reasonably controlled by that relevant party, such as (but not limited to) acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

16. Third party rights

Our affiliates and third party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

17. General

(a) Assignment. You may not assign or transfer the Agreement to anyone else without our prior written consent. We will provide you with written notice if we assign or transfer the Agreement, in whole or in part, as part of our business reorganization, which we may do provided the Products will not be adversely affected.

(b) Marketing. We may refer to you as a customer and use your trade names, trademarks, service marks, logos, domain names and other brand features in our marketing materials, customer lists, presentations and related materials.

(c) Amendment. We may amend the Agreement from time to time, with such changes being effective upon renewal.

(d) Enforceability. The Agreement will always be deemed modified to the minimum extent necessary for it to be enforceable, unless modification fundamentally changes the Agreement.

(e) Non-solicitation. Clarivate is an independent contractor. You must not directly or indirectly solicit or recruit or attempt to solicit or recruit for employment or engagement any personnel of Clarivate during the term and for 12 months thereafter. Employment resulting from a general public advertisement or search engagement not specifically targeted at the relevant personnel is not precluded.

(f) Performance. We may perform some or all of our obligations from any of our offices globally or through any of our affiliates or third parties. Such affiliates and third parties are obligated to confidentiality obligations and we remain responsible for their performance.

(g) Headings and summaries. Headings and summaries shall not affect the interpretation of the Agreement.

(h) Waiver. Neither of us waives our rights or remedies by delay or inaction.

(i) Governing law and jurisdiction. Each of us agrees that any claim arising out of or in connection with the Agreement (including its formation)is subject to the exclusive governing law and exclusive jurisdiction specified in the

Order. BOTH YOU AND CLARIVATE EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL IN THE EVENT ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT IS LITIGATED OR HEARD IN ANY COURT.

(j) Precedence. In the event of any conflict within the Agreement, the descending order of precedence is: the Order; the referenced documents (including any specific product/service terms); the remaining terms and conditions of this Agreement.

(k) Notices. Notices for Clarivate must be directed to contract.admin@clarivate.com. Notices for you will be directed to the Client entity and address identified in the Order. Each of us may update our notice information upon prior written notice to the other.

Last updated: July 2022 (Version 3.1)

AMENDMENT TO
AGREEMENT

This **AMENDMENT** (hereinafter referred to as the "Amendment") is made and entered into as of date of the last signature of the parties hereto (the "***Effective Date***"), by and between **INNOVATIVE INTERFACES INCORPORATED** (hereinafter referred to as "***Innovative***"), and the **ALLEN COUNTY PUBLIC LIBRARY** (hereinafter referred to as "***Client***" and collectively referred to as ***"the Parties"***).

WHEREAS, Client and Innovative are parties to the Order Form effective as of April 6, 2023 (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**. The Product(s)/Services of the Agreement are hereby amended to include the attached Pricing Exhibit EST-INC16223.

2. **Fees**. Client may purchase optional barcode check-in/checkout subscriptions at $250 per branch and corresponding implementation services at $500 per branch during the Initial Term of the Agreement.

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.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Amendment.

ALLEN COUNTY PUBLIC LIBRARY

Signature: Susan Baier
Susan Baier (May 17, 2023 17:19 EDT)

Print Name: Susan Baier

Title: Executive Director

Date: May 17, 2023

INNOVATIVE INTERFACES INCORPORATED

Signature:

Print Name: Jeff Anusbigian

Title: VP, Sales Operations

Date: May 15, 2023

innovative

Part of **Clarivate**

Pricing Exhibit

Innovative Interfaces Incorporated
3133 W. Frye Rd.
Suite 400
Chandler AZ 85226
United States

Date	4/25/2023
Quote #	EST-INC16223
Payment Terms	Net 30
Overall Contract Term (Months)	60
Contract Start Date	
Contract End Date	
Sales Rep	Carey Miller
Site Code	
Expires	7/24/2023

Bill To

Allen County Public Library
900 Library Plz
PO Box 2270
Fort Wayne IN 46802-3600
United States

Ship To

Allen County Public Library
900 Library Plz
PO Box 2270
Fort Wayne IN 46802-3600
United States

Currency

US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Discounted Rate	Amount	Discount
Innovative Mobile App	SaaS	1	Innovative Mobile is a mobile library application designed to extend the walls of your library through advanced capabilities such as discovery, patron account access, and "Click and Collect" which allows patrons to reserve items and then be notified when it's time to pick up. Subscription is flat for Year 2-5		24,000	13,999.99999999	14,000.00	41.6667%

First Year Total US$14,000.00

AMENDMENT TO
AGREEMENT

This **AMENDMENT** (hereinafter referred to as the "Amendment") is made and entered into as of date of the last signature of the parties hereto (the "***Effective Date***"), by and between **INNOVATIVE INTERFACES INCORPORATED** (hereinafter referred to as "***Innovative***"), and the **ALLEN COUNTY PUBLIC LIBRARY** (hereinafter referred to as "***Client***" and collectively referred to as "***the Parties***").

WHEREAS, Client and Innovative are parties to the Order Form effective as of April 6, 2023 (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**. The Product(s)/Services of the Agreement are hereby amended to include the attached Pricing Exhibit EST-INC16170 ("Additional Software").

2. **Additional Terms**. The Product(s)/Services in the attached Pricing Exhibit EST-INC16170 are subject to additional Third Party terms available at https://www.wix.com/about/terms-of-use.

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.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Amendment.

ALLEN COUNTY PUBLIC LIBRARY

Signature: Susan Baier
Susan Baier (May 17, 2023 17:10 EDT)

Print Name: Susan Baier

Title: Executive Director

Date: May 17, 2023

INNOVATIVE INTERFACES INCORPORATED

Signature:

Print Name: Jeff Anusbigian

Title: VP, Sales Operations

Date: May 15, 2023

innovative

Part of **Clarivate**

Pricing Exhibit

Innovative Interfaces Incorporated
3133 W. Frye Rd.
Suite 400
Chandler AZ 85226
United States

Date	4/13/2023
Quote #	EST-INC16170
Payment Terms	Net 30
Overall Contract Term (Months)	60
Contract Start Date	
Contract End Date	
Sales Rep	Carey Miller
Site Code	
Expires	7/12/2023

Bill To

Allen County Public Library
900 Library Plz
PO Box 2270
Fort Wayne IN 46802-3600
United States

Ship To

Allen County Public Library
900 Library Plz
PO Box 2270
Fort Wayne IN 46802-3600
United States

Currency

US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Discounted Rate	Amount	Discount
Promote Web	SaaS	1	Web design and hosting		27,000	27,000.00	27,000.00	

First Year Total US$27,000.00

Clarivate™

ORDER FORM

Order Form Date April 6, 2023

Innovative Interfaces Incorporated ("Clarivate")
3133 W Frye Rd, Suite 400
Chandler, AZ 85226
United States

Your use of the products and services set forth below are governed by the Clarivate Terms here: https://clarivate.com/terms-of-business (the "Terms") which are incorporated by reference into this order form.

CLIENT DETAILS

Contracting Entity ("Client"):	Allen County Public Library
Client Address:	900 Library Plz PO Box 2270 Fort Wayne, IN 46802-3600

PRODUCTS/SERVICES DETAILS

Product(s) / Service(s)
As described in the attached Pricing Exhibit(s) and/or Statement(s) of Work

ADDITIONAL TERMS

ENTIRE AGREEMENT: This ORDER FORM, together with the Product / Service Terms Addenda, the Operational Materials Addenda, the Software Support, Service Availability and Maintenance document, the Pricing Exhibits, the Statements of Work shall, collectively, constitute the entire Agreement. Any modification or revision to the terms of the documents comprising the Agreement must be made in writing and signed by Innovative and Allen County Public Library.

GOVERNING LAW & JURISDICTION: Indiana

RENEWAL TERM. Autorenews for consecutive 12-month terms following the expiration of the overall contract term in the pricing exhibit ("Initial Term") unless either party provides at least ninety (90) days' notice of nonrenewal before the end of the then current term.

FEES: Payment terms are Net 30. During any renewals in years 6 – 10 from Go-Live, we may increase the fees each calendar year by up to 3%, and by 5% thereafter. Fees will be co-termed to align your billing to the same Term.

LICENSE LEVEL: Your Authorized Users include your worldwide employees, third-party auditors, agents and contractors up to the maximum number of licenses purchased. Unless you have purchased a perpetual license, rights continue until the end of the term of the service.

PRODUCT SPECIFIC TERMS: Certain Products you are purchasing have additional terms which are attached as addenda to this Order Form. In the event of a conflict with the Terms, these Additional Terms will control solely for the applicable Product.

SIGNATURE

This Order Form is effective when signed and returned to us within ninety (90) days from the Order Form Date. We may, in our sole discretion, accept this Order Form if returned to us after such date. Modifications require our prior approval and void any previous signatures.

Signed on behalf of Clarivate	**Signed on behalf of Client**
Signature:	**Signature:** Susan Baier Susan Baier (Apr 27, 2023 17:15 EDT)
Print Name: Jeff Anusbigian	Print Name: Susan Baier
Title: VP, Sales Operations	Title: Executive Director
Date: April 27, 2023	Date: Apr 27, 2023

Clarivate™

PRODUCT / SERVICE TERMS ADDENDA

In addition to the Terms, your use of the below listed products are subject to these additional terms and conditions:

Polaris, Sierra, Millennium, Virtua, or INN-Reach or Subscription and Perpetual Licenses

1. **License.** Client and, where applicable, its Authorized Users (defined below) may use the Software (including any client configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. The license does not include hosting services, which must be purchased separately.
2. **Copies.** The license includes the right to use a single production instance and up to two (2) additional copies for non-production use at no additional charge. Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production.
3. **New Releases**. The license granted to you pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the software offered generally by Clarivate to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Clarivate, each of which require a separate license and payment of additional license fees. Additional fees may be required for implementation of New Releases.
4. **Authorized Users**. For clarity, your patrons do not fall within the number of Authorized Users on your Order Form.
5. **Aggregated Data.** In addition to the rights set forth in the Terms, we may use your Content and otherwise collect information related to your use of our product to create and use aggregate, non-identifying and anonymized data ("Collected Data"). Client acknowledges and agrees that it will have no rights in any products or services created or sold by Clarivate or its affiliates that use Collected Data.
6. **Early termination.** Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the term if Client's budget (funding) is eliminated and Client provides written evidence of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Clarivate.
7. **Modules.** Your purchase and use of additional modules, tools or other applications from us with the Software are subject to the same terms as the Software.

Vega, Innovative Mobile, Innovative Phone Alerts or Software-as-a-Service

1. **License.** We will provide you with subscription access via a website to our Integrated Library System solution known as "Vega". Client and, where applicable, its Authorized Users may access and use Vega (including any client configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement.
2. **New Releases**. The license granted to you pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the software offered generally by Clarivate to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Clarivate, each of which require a separate license and payment of additional license fees. Additional fees may be required for implementation of New Releases.
3. **Aggregated Data.** In addition to the rights set forth in the Terms, we may use your Content and otherwise collect information related to your use of our product to create and use aggregate, non-identifying and anonymized data ("Collected Data"). Client acknowledges and agrees that it will have no rights in any **products or services created or sold by Clarivate or its affiliates that use Collected Data.**
4. **Authorized Users**. Patrons fall within the number of Authorized Users on your Order Form.
5. **Early termination.** Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the term if Client's budget (funding) is eliminated and Client provides written evidence of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Clarivate.

Clarivate™

OPERATIONAL MATERIALS ADDENDA

Software Support, Service Availability and Maintenance

This document outlines our Software support, maintenance and service availability for the following products ("Covered Products"):

Polaris, Sierra, Millennium, Virtua, or INN-Reach or Subscription and Perpetual Licenses

Support

Requesting support Support includes issue analysis, support case management, prioritization of issues, tracking and investigation of issues and explanation of error messages. You must provide us with the information we need to resolve your problem. This includes relevant contact information, details about the problem, error messages, user IDs, and any other necessary information. If you have problems using our software, your designated administrators can contact us during normal hours. Your administrator will be provided an internal portal to report issues and review their status.

Response We will use commercially reasonable efforts to meet the service level objectives stated below. Target response times to confirm receipt and begin troubleshoot and diagnosis of the problem are below. Resolution times cannot be guaranteed, although we undertake every effort to resolve your issues as soon as possible.

Priority	Response	Criteria
Severity 1	1 Business hour	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down
Severity 2	4 Business hours	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data
Severity 3	2 Business Days	An issue (other than a Severity 1 or 2) which (a) has no direct and material impact on business processes, (b) has an impact only on a segment of users, or (c) does not yet disrupt time-critical business processes
Severity 4	as promptly as is reasonably practical	Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests. These will be logged but no immediate action will be taken. We will generally monitor the situation but will not be obliged to provide any solution.

Escalation Path. If you do not receive a response within the timeframe designated above, please reach out to your Account Manager.

Hosting Services

The following terms apply to the extent you have purchased hosting services from Clarivate for one or more of the Covered Products.

Service availability

We endeavor to ensure 99.9% availability of our software and make commercially reasonable efforts to schedule maintenance and system upgrades during the weekends or outside regular business hours (i.e. after regular end of business Pacific Time and before start

of business Eastern Time) with reasonable notice. Availability is calculated by dividing the number of minutes the software was available during the Measured Period by the total sum of the minutes in the Measured Period less any Excluded Downtime.

For the purposes of this calculation, (i) the Measured Period is a calendar year and (ii) the Excluded Downtime includes scheduled downtime for system maintenance and release updates, as well as any service unavailability attributable to your breach, any actions or omissions by you or your users, causes beyond our control, or separate instances of unavailability of less than 5 (five) minutes duration each, provided such instances are not of a persistent nature.

If availability falls below 99.9% in a month for three consecutive months, you will be entitled to a credit equal to the prorated amount of the fees for hosting services for any time during such three-month period in which the software was unavailable (other than Excluded Downtime). This credit will be your exclusive remedy for such unavailability.

Security Controls

We take reasonable and appropriate administrative, technical and physical measures to protect the confidentiality, integrity and availability of your data; however, security and compliance is a shared responsibility between you and Clarivate. Our responsibilities are described below. You should take into consideration any special configurations or third party applications and your responsibilities depending on any applicable laws and regulations.

The table below sets forth the features of our standard cloud-based hosting option. Premium support may be available for an additional cost.

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

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

Network Monitoring. All network systems and servers are monitored 24/7/365. We will monitor its systems for security breaches, violations and suspicious (questionable) activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling) Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

Audit and Security Testing. Hosting Providers perform regular security audits and testing. You may not perform own audits of hosting providers.

Information Security Auditing/Compliance. Our hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms. We offer hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Clarivate reserves the right to increase, decrease and/or relocate its datacenters at anytime.

Disclaimer

Support services do not include visits to your site, any services for third party equipment or software, problems stemming from a change you made to the software, or consulting services related to client specific configurations or implementation (such as interactions between the software and your hardware, installations at your site, assistance with acceptance testing, client specific templates or reports, etc). We have no obligation to correct any error resulting from a failure by you to implement a third-party software modification or update recommended by us and provided to you at no charge.

We are not responsible for downtime or any other failure to meet the availability requirement if the root cause of the disruption is (i) your breach of the agreement; (ii) your failure to use minimum recommended browser standards for access to and use of the software; or (iii) outside of our control including, but not limited to, failures of hardware or software of upstream service providers or at your location or improper use of the software. Any additional services which you may request and we may agree to perform will be billed on a time and materials basis subject to our current applicable rates.

Changes to Support Policy

This policy may be updated by us from time to time, in our sole discretion.

Clarivate™

Software Support, Service Availability and Maintenance

This document outlines our Software support, maintenance and service availability for **Vega, Innovative Mobile, Innovative Phone Alerts or Software-as-a-Service**

Support

Requesting support Support includes issue analysis, support case management, prioritization of issues, tracking and investigation of issues and explanation of error messages. You must provide us with the information we need to resolve your problem. This includes relevant contact information, details about the problem, error messages, user IDs, and any other necessary information. If you have problems using our software, your designated administrators can contact us during normal hours. Your administrator will be provided an internal portal to report issues and review their status

Response. We will use commercially reasonable efforts to meet the service level objectives stated below. Target response times to confirm receipt and begin troubleshoot and diagnosis of the problem are below. Resolution times cannot be guaranteed, although we undertake every effort to resolve your issues as soon as possible

Priority	Response	Criteria
Severity 1	1 Business hour	A major component of the software is in a non-responsive state and severely affects library productivity or operations A high impact problem that affects the entire library system. Widespread system availability, production system is down
Severity 2	4 Business hours	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data
Severity 3	2 Business Days	An issue (other than a Severity 1 or 2) which (a) has no direct and material impact on business processes, (b) has an impact only on a segment of users, or (c) does not yet disrupt time-critical business processes.
Severity 4	as promptly as is reasonably practical	Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests. These will be logged but no immediate action will be taken. We will generally monitor the situation but will not be obliged to provide any solution.

Escalation Path If you do not receive a response within the timeframe designated above, please reach out to your Account Manager.

Hosting Services

Service availability

We endeavor to ensure 99.5% availability of our software and make commercially reasonable efforts to schedule maintenance and system upgrades during the weekends or outside regular business hours (i.e. after regular end of business Pacific Time and before start of business Eastern Time) with reasonable notice Availability is calculated by dividing the number of minutes the software was available during the Measured Period by the total sum of the minutes in the Measured Period less any Excluded Downtime.

For the purposes of this calculation, (i) the Measured Period is a calendar year and (ii) the Excluded Downtime includes scheduled downtime for system maintenance and release updates, as well as any service unavailability attributable to your breach, any actions or

omissions by you or your users, causes beyond our control, or separate instances of unavailability of less than 5 (five) minutes duration each, provided such instances are not of a persistent nature.

If availability falls below 99.5% in a month for three consecutive months, you will be entitled to a credit equal to the prorated amount of the fees for hosting services for any time during such three-month period in which the software was unavailable (other than Excluded Downtime). This credit will be your exclusive remedy for such unavailability.

Security Controls

We take reasonable and appropriate administrative, technical and physical measures to protect the confidentiality, integrity and availability of your data; however, security and compliance is a shared responsibility between you and Clarivate. Our responsibilities, including those managed by Clarivate hosting partners, are described below. You should take into consideration any special configurations or third-party applications and your responsibilities depending on any applicable laws and regulations.

The table below sets forth the features of our standard cloud-based hosting option. Premium support may be available for an additional cost.

Feature	Standard
24x7 network monitoring	✓
Dedicated production environment	✓
99.5% guaranteed infrastructure uptime	✓
Dedicated public IP address and custom URL	✓
Operating system installation and management	✓
Library software installation and upgrades	✓
Data backups	Daily
Archive data backup retention	30 days

Network Systems Audit Logging. All network logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by the Hosting Provider. The pertinent log files and configuration files related to customer's hosted solution are retained for seven days and can be made available upon request for audit and problem resolution, as may be required.

Encryption. Encryption for data-in-transit is provided as a part of the Standard Plan.

Network Monitoring. All network systems and servers are monitored 24/7/365. We will monitor its systems for security breaches, violations and suspicious activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or intrusion attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

Physical Security. The physical infrastructure used to support the product (and other professional services purchased by you from Clarivate, as applicable), including the servers, storage, switches, and firewalls, are provided by the hosting provider. The hosting provider limits access to only authorized personnel, and badge and/or biometric scanning controls access. Security cameras placed in the hosting facilities provide video surveillance.

Audit and Security Testing. Hosting providers perform regular security audits and testing. You may not perform own audits of hosting providers.

Security Assessments. Client may perform vendor due diligence reviews of Innovative's security best practices. Innovative undergoes annual audits by independent firms and will share its security certifications, and audit reports under Non-Disclosure, as requested by Client.

Information Security Auditing/Compliance. Our hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms. We also hold the internationally-recognized ISO 27001:2013 standard for its information security management system supporting the hosting solutions. We partner with hosting providers who are designed to satisfy requirements of most security sensitive customers with constant monitoring, high automation, high availability, and highly accredited to global security standards, including: PCI DSS Level 1, ISO 27001, FISMA Moderate, FedRAMP, HIPAA, and SOC 1 (formerly referred to as SAS 70 and/or SSAE 16) and SOC 2. We offer hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Clarivate reserves the right to increase, decrease and/or relocate its datacenters at anytime.

Your responsibility. Client remains responsible for properly implementing access and use controls and configuring certain features and functionalities of the software that Client may elect to use in the manner that Client deems adequate to maintain appropriate security, protection, deletion, and backup of its data.

Disclaimer

Support services do not include visits to your site, any services for third party equipment or software, problems stemming from a change you made to the software, or consulting services related to client specific configurations or implementation (such as interactions between the software and your hardware, installations at your site, assistance with acceptance testing, client specific templates or reports, etc). We have no obligation to correct any error resulting from a failure by you to implement a third-party software modification or update recommended by us and provided to you at no charge.

We are not responsible for downtime or any other failure to meet the availability requirement if the root cause of the disruption is (i) your breach of the agreement; (ii) your failure to use minimum recommended browser standards for access to and use of the software; or (iii) outside of our control including, but not limited to, failures of hardware or software of upstream service providers or at your location or improper use of the software. Any additional services which you may request and we may agree to perform will be billed on a time and materials basis subject to our current applicable rates.

Changes to Support Policy

This policy may be updated by us from time to time, in our sole discretion.

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Part of **Clarivate**

Pricing Exhibit

Innovative Interfaces Incorporated
3133 W. Frye Rd.
Suite 400
Chandler AZ 85226
United States

Date	4/6/2023
Quote #	EST-INC16125
Payment Terms	Net 30
Overall Contract Term (Months)	60
Contract Start Date	
Contract End Date	
Sales Rep	Carey Miller
Site Code	
Expires	7/5/2023

Bill To

Allen County Public Library
900 Library Plz
PO Box 2270
Fort Wayne IN 46802-3600
United States

Ship To

Allen County Public Library
900 Library Plz
PO Box 2270
Fort Wayne IN 46802-3600
United States

Currency

US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Discounted Rate	Amount	Discount
Polaris Success Bundle - Public		1	"Polaris Public Success Bundle Polaris is an integrated library system solution to manage physical and digital resources and library patron accounts. Combines library operational workflows with open architecture and APIs for integration with external systems. Cloud hosted solution with web interface. Supports staff tasks and patron access services. Public Success Bundle includes Core Bundle functionality and adds: eContent integration, Carousel, Outreach, up to 10 SIP2 Licenses, Community Profiles, Staff-Facing eCommerce, Integration with 3rd Party Vendors, Mobile Patron App (MyLibrary!) & RESTful APIs."				33,750.00	
Polaris Dedicated Hosting - US/APAC	License - Term	1	Dedicated Cloud Hosting environment for Polaris in production enables libraries to eliminate the overhead of maintaining an on premise server for Polaris ILS. When Polaris is hosted Innovative takes responsibility for release upgrades, backups, and system / environment maintenance & security updates. Includes Terminal services, PAC services, Reporting services, Screwdriver services		60,000	30,000.00	30,000.00	50.0%
Staff User Licenses	License - Term	700	The Polaris Staff Client is licensed software that allows the end user to access all of the Polaris functionality based on the permissions that are set in System Administration. This includes Circulation, Patron Services, Cataloging, Acquisitions, Serials, Utilities and System Admin. Additional License for additional Staff User License. A separate staff user license is required for each concurrent connection made from a staff client to the Polaris ILS server, including from Polaris Web Application (aka Leap)		50.00000004	0.00	0.00	100.0%
Training/Test Server Add On - US/APAC	License - Term	1	Additional cloud hosting environment for Polaris ILS Training or Test system - to support dedicated capacity for training or testing		18,000	9,000.00	9,000.00	50.0%
Unlimited SIP2 Licenses	License - Term	1	Unlimited SIP2 licenses enable the library to integrate an unlimited number of devices with Polaris using SIP2. SIP2 is required for any 3rd party hardware connecting to Polaris for the purpose of Polaris transactions e.g. 3rd Party self-checkout, sorters, etc.		56,250	0.00	0.00	100.0%
Polaris Automatic Authority Control	License - Term	1	Subscription to Polaris Automatic Authority Control includes automatic download of authority records when no local match is found during cataloging of a new record, plus weekly updates to the library's		5,400	0.00	0.00	100.0%

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Item	Item Category	Qty	Description	Options	Original Rate	Discounted Rate	Amount	Discount
			authority file.					
Polaris Dedicated Report Server	License - Term	1	Additional cloud hosting environment for Polaris Reports only - to support dedicated capacity for staff reporting purposes		9,500	4,750.00000002	4,750.00	50.0%

First Year Total US$77,500.00

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Innovative Interfaces Incorporated
3133 W. Frye Rd.
Suite 400
Chandler AZ 85226
United States

Date	4/6/2023
Quote #	EST-INC16126
Payment Terms	Net 30
Sales Rep	Carey Miller
Technical Contact	CU7830 Allen County Public Library
Site Code	
Expires	7/5/2023

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Currency

US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Unit Price	Amount
Polaris Public Success Bundle Implementation Services	Services	1	Polaris Public Success Bundle Implementation Services		91.000	60,972.06999997	60,972.07
Online Training	Training	1	Customized On-Demand Videos with Worksheets for Frontline Staff		14.400	9,634.18463601	9,634.18
Onsite Training	Training	3	3 Days On-Site Profiling		2,199.99999996	1,471.88931936	4,415.67
Onsite Training	Training	2	2 Days On-Site Go-Live Support		2,199.99999996	1,471.90119389	2,943.80
Authority Control Implementation	Services	1	Authority Control Implementation		3.500	2,341.66099034	2,341.66
ZMARC Authorities Implementation	Services	1	Polaris ZMARC Authorities Implementation	Polaris ZMARC options: Authority	400	267.61839887	267.62
Custom Services	Services	1	Authority Control (Performed by Backstage Library Works)		31,858.18	31,858.18	31,858.18

Total Fees US$112,433.18

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Innovative Interfaces Incorporated
3133 W. Frye Rd.
Suite 400
Chandler AZ 85226
United States

Date	4/6/2023
Quote #	EST-INC16127
Payment Terms	Net 30
Overall Contract Term (Months)	60
Contract Start Date	
Contract End Date	
Sales Rep	Carey Miller
Site Code	
Expires	7/5/2023

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Currency

US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Discounted Rate	Amount	Discount
Vega Premium Discover	SaaS	1	Advanced discovery offering for patrons to uncover content and explore new titles and resources. Key capabilities include interconnected search, context engine (linked data model), roll-ups, showcases, special pages and accessibility. Syndetics Unbound subscription included plus Vega Guide.				49,287.41	

First Year Total US$49,287.41

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Innovative Interfaces Incorporated
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Date	4/6/2023
Quote #	EST-INC16128
Payment Terms	Net 30
Sales Rep	Carey Miller
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Site Code	
Expires	7/5/2023

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United States

Currency

US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Unit Price	Amount
Vega Premium Implementation	Services	1	Vega Premium Implementation		13,500	13,500.00	13,500.00

Total Fees US$13,500.00

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3133 W. Frye Rd.
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United States

Date	4/6/2023
Quote #	EST-INC16129
Payment Terms	Net 30
Overall Contract Term (Months)	60
Contract Start Date	
Contract End Date	
Sales Rep	Carey M ller
Site Code	
Expires	7/5/2023

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Currency

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Item	Item Category	Qty	Description	Options	Original Rate	Discounted Rate	Amount	Discount
Vega Promote	SaaS	1	Automates targeted and relevant engagement, promotions and marketing campaigns				14,654.59	

First Year Total US$14,654.59

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Innovative Interfaces Incorporated
3133 W. Frye Rd.
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Date	4/6/2023
Quote #	EST-INC16130
Payment Terms	Net 30
Sales Rep	Carey Miller
Technical Contact	CU7830 Allen County Public Library
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Currency

US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Unit Price	Amount
Vega Promote Implementation Services	Services	1	Vega Promote Implementation Services		5,000	5,000.00	5,000.00

Total Fees US$5,000.00

Statement of Work

This Statement of Work (the "SOW") dated April 6, 2023, is entered into pursuant to the Order Form between Allen County Public Library ("Client") and Innovative Interfaces Incorporated ("Innovative") effective as of April 6, 2023 (the "Agreement"). Innovative and Client may each be referred to as "Party" from time to time or collectively as "Parties".

A. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and cost to complete the engagement based on Innovative's prior experience with similar projects and discussions with Client. The Client hereby acknowledges that the SOW will capture all detailed requirements and documents the high-level requirements and implementation approach discussed. A final detailed requirements document will be provided to the Client for sign off on the final functional scope.

B. Implementation Methodology

Innovative will provide an industry proven implementation methodology that ensures the success of both the project management and technical aspects of the software implementation project.

The goal of Innovative's project management is to ensure 1) that all aspects of the project are tracked and managed effectively, 2) risks and issues are tracked and managed effectively, and 3) all project personnel, at Innovative and the Client, have on-demand access to all project management tools, documentation, and status information.

To facilitate access to project information and resources, by Innovative and the Client, Innovative will establish an online project management site. The project management site will serve as the master archive for all project planning and management documents and databases, product documentation and inter-staff communication tools. The site will be established immediately upon assignment of the contract to the Innovative Project Manager, and access for Client project staff will be provided upon creation. The project management site will serve as the primary communication and sharing hub for the project management documents, tools, and methods.

Following contract signing, the Innovative project manager will work directly with the Client's implementation team to finalize a project schedule, and to reserve resources within our implementation team. The final schedule will be negotiated directly with the Client, and take into account Client staff availability for profiling and project management, and the various technical tasks that are required.

C. Scope of Services

1. Polaris Implementation

a. Project Initiation and Kickoff

During this phase the parties set up management of the project, agree on project team members for both parties, and setup the project reporting and timeline management process. The Project Manager will execute the project plan for Innovative, and work in conjunction with the migration team at the Client. Key elements of the process include:

- Jointly developing a project schedule, at the beginning of the project, to track the execution and delivery of every key aspect of the migration project
- Jointly developing a list of project risks that need to be planned for and managed during the implementation project, as well as assigning the individuals responsible for managing each area

- Regularly scheduled conference calls between the project team at Innovative and the Client, to review the status of project tasks, discuss and resolve areas of concern, and discussion of risk areas
- Regular status reports to the Client
- Working sessions, early in the project, to develop the plans named above, to explain the implementation process, answer questions, and to develop the policy and data mappings that will be required to configure Polaris and load your data

b. Profiling

i. Innovative will provide 3 days of on-site Profiling:

- Profiling services are conducted as working sessions, between the Innovative Project Manager and the ILS automation team at the Client. During the working sessions, the Project Manager will work with the automation team to document an extensive collection of system policy and profile information including, in part:
  - System, library and branch identities and locations, hours of operation, holidays, free days, patron and statistical categories, shelving locations, collections, material types, and numerous other operations parameters
  - Network and workstation data
  - Policy data such as circulation policies, fines and fees, notifications and notification policies, overdues, holds policies, holds routing, and numerous other pieces of policy information.

A comprehensive set of profiling guides and worksheets, will be provided to the Client in advance of system profiling. These guides will allow the Client to understand the profiling decisions that must be made by the automation team and allow for data collection to commence in advance of the profiling working sessions with the Project Manager. The provided guides, as well as the consultation provided by the Project Manager during the profiling working sessions, assist the Client in understanding the decisions being made, their impact on system operation once in production, and the implications of some profiling decisions on other decisions that must be made. Following profiling sessions, the Innovative project manager will use existing system migration tools to load the policy and profile information directly into the Polaris test/training database.

c. Software Setup and Access in Cloud Environment

Innovative will install the Polaris Success bundle in the Cloud environment and upon completion, the Client will confirm access to the software bundle outlined below and accept the software installation phase as complete.

- Polaris Success Bundle
  - Acquisitions
    - EDI - Electronic Ordering
    - EDI - Electronic Invoicing
    - Titles to Go
    - Selection Lists
  - Cataloging
    - Polaris Authority Control
    - Export Express
    - Z39.50 Client, Broadcast & Server
  - Circulation
    - Classic Inventory Control
    - Collection Agency / Debt Collection (Unique Management)
    - eCommerce - PowerPAC
    - Self-Check using Express Check
    - Floating Collections
    - Holds

        - Outreach
        - Interlibrary Loan
        - RFID Integration
        - NCIP for Third-party ILL
        - Notices
        - Offline Circulation
        - Patron Images
        - SIP2 Interface for Self Check
    - eContent Integration
    - Unlimited PowerPAC Users
        - Children's PAC
        - Did you mean? (spellcheck)
        - Feature It
        - Location-based Profiles & PowerPAC Localization
        - Patron Self-Registration
        - Remote Patron Authentication against Polaris patron DB
        - RSS Feed Builder
        - URL Detective
    - Serials
        - Claiming
    - Polaris REST APIs
    - Polaris Canned Reports
    - Simply Reports
    - SQL query access (read only) with Microsoft reporting services

d. Data Migration

Innovative will employ a "one database" concept for the Polaris implementation. The one database concept means that a single "shell" database is created at the beginning of the implementation, and as the implementation proceeds, successive layers of data and configuration are added to the database. The same database that the Client starts with at the beginning of the implementation is the same database that the Client eventually goes live on at the end of the implementation. The evolution of the database will proceed as follows:

i. Shortly after the initial training server installation is completed, Innovative will, put a "shell profiling database" in place. The evolutions of the database are described below. Each evolution of the database builds on the information gained from the testing of the previous evolution and replaces the previous evolution:

- The first evolution of the database will occur during system profiling, when Client staff will work with the Innovative project manager to profile the system. Following system profiling working sessions, between the Client and Innovative, system policies, permission groups, users, workstations, and other data will be entered directly into the shell database to configure it for the Client's implementation.

- The second evolution of the database will occur when the first (test) data load is completed. Following the test load, the database becomes the "training database". At this point in the implementation a fully functional, and fully populated, Polaris database exists. This database will be used for all profile and data migration testing and analysis, workflow analysis and consultation, and for all training. Access to the database is provided after the first data load is complete.

- The third evolution of the database will occur in preparation for Go Live. The final data load is done on the profiled database and it is ready for production use.

ii. Innovative will provide Data Migration Services to migrate the Client's data from their existing ILS into the Polaris ILS include extraction (if contracted for), analysis, mapping and loading of data into the Polaris Test/Training Database, as well as extraction, migration and loading of the production database immediately prior to go-live on Polaris.

iii. Data extraction and migration is performed in accordance with the specifications put forth in the Innovative Data Migration Guide. This guide specifies all data types that will be migrated from the legacy system. Included records are bibliographic, authority, item, patron, checkout, holds and fines records. If the Client desires that other data types be migrated, feasibility and cost of migration will be determined at the time of the request.

iv. During the course of the data load, the Client is responsible for working with Innovative on data verification to ensure that all of the data is migrated and reconciled over the course of the implementation. Pricing includes two full loads (test and production). Because of our data loading methodology, additional loads are usually not required. However, if the Client desires additional loads to be performed, they can be quoted for an additional cost.

e. **Software Configuration**

Innovative will adapt the system to Client's needs within the existing functionality in Polaris based on policy and other information gathered during Profiling sessions.

f. **Training Services** are delivered through onsite or web-based sessions. Training topics will be detailed in the schedule during the preparation phase based on Client go-live priorities and target dates.

The training sessions will include the following:

- 6 days of training onsite
  - 3 Days of Patron Services and Cataloging Training
  - 2 Days of Acquisitions Training
  - 1 Day of Serials Training
- Up to Twenty-Four (24) hours of instructor led online webinar training on the following topics as applicable:
  - System Administration
  - Simply Reports
  - Outreach Services
  - Export Express
  - Feature IT
  - ILL
  - PAC

Asynchronous Training: Patron + Circulation services and Polaris/Leap Learn at your own pace with asynchronous videos.

The following training approach builds with blocks, offering basic and advanced training modules.

- Training will be recorded, basic functionality will be covered for frontline staff and more advanced functionality training for supervisors.
- A handout with labs will accompany recordings to give trainees the opportunity to practice as they progress with the video training.

g. **Go-Live**

The Go-Live phase will begin one to two weeks before go-live (based on the schedule to be negotiated with the Client), when the final extraction of bibliographic records from the legacy database takes place. The key steps in the final go-live process are as follows:

i. Client Staff must complete training on the Polaris Offline client in preparation for going offline after the final data extraction.

ii. A copy of the Polaris test/training database will be copied to the Polaris Test database (if applicable) and the database on the production server will be scrubbed of the training data.

iii. The final data extraction will be performed from the legacy ILS (bibs, items, patrons, circ and holds data, etc.). At this point, no more work can be done in the legacy ILS.

iv. Staff begin off-line circulation in Polaris. In this mode, staff can check items in and out, and new patrons can be registered.

v. Client staff will work with Innovative, and other vendors, to switch 3rd party products and services to point to the Polaris production database. Innovative will provide the necessary information such as IP addresses, port numbers and URLs that the Client needs to share with 3rd party vendors.

vi. The production data load is completed.

vii. Innovative and Client conduct QA of the database, and Client accepts the data load.

viii. Offline circulation files are uploaded to the Polaris production database.

ix. In-library PAC stations are switched to point to the Polaris PAC. Staff begin circulation in Polaris in on-line mode, and the Client goes live on Polaris.

x. During the Go Live process, Innovative will provide two (2) days of on-site go-live support.

h. ***Authority Control Processing***

Innovative will consult with the Client on the plans and process for this project as follows:

- Timeline
- Data offload methodology
- Cataloging workflow during the authority processing project
- Pre-production options
- Data load options

Following consultation, the following work will be performed:

a) Bibliographic record extract/offload
b) Upload of extracted data to the Authority Control Processing vendor
c) Receipt of newly created records from the authority control processing vendor
d) Reload of updated records and newly created authority control records

g. **Install ZMARC Authorities**

Innovative will install ZMARC Authorities software; includes:

- Remote Automatic Authorities
- Weekly Authorities

D. Acceptance Testing

Client will have thirty (30) days to verify functions outlined in the scope of work. Material defects not in compliance must be submitted in writing. Innovative shall clarify and resolve blocker problems within thirty (30) days of receipt of report or provide the Client with a written estimate of when resolution will occur. Within seven (7) days of receipt of notice of resolution from Innovative, the Client shall retest the function and confirm that the function has or has not been resolved. If not resolved, Innovative will continue working to resolve the problem until resolution is accepted by the Client. Once resolved. the Client's rights provided above will reset giving the Client another thirty (30) days.

E. Project Timeline

The following sample timeline begins after contract signing and outlines overall steps and responsibilities for a typical Polaris implementation. Event order and event time frames may be adjusted, e.g. time allotted for Client tasks may be extended or compressed. A project plan tailored to Client will be mutually agreed upon after project kickoff. The work plan, milestones, and deliverables will include a delivery/completion schedule that clearly identifies the deliverables, responsible parties, and the time of delivery.

MAJOR TASKS	DATES
Contract Signing	Week 1
Initial Phone Call with Customer to discuss project and profiles	Week 1
Library set-up in Supportal (Access, Documentation, Usage)	Week 2
Site Visit (Profile creation)	Week 3
Server staging	Week 4
Library System completes and submits Profiles to Project Manager	Week 6
Data Pull for Test load data analysis	Week 6
Implementation Profile input, review, and finalization	Week 7
Data Mapping	Week 8
Test data load	Week 9
Polaris QA of Data Load	Week 10
Library System has access to Test database for review and training	Week 11
Training – P1 – Circulation, Cataloging and PAC	Week 13
Acceptance Testing by Library System begins	Week 13
Library System internal staff training	Week 13
Third Party prep and testing	Week 13
Training – P2 – Acquisitions and Serials	Week 17
Training via Webinar	Week 18
Prepare for Polaris Offline	Week 20
Data Sign-off for Production load	Week 20
Library System is Offline with Polaris	Week 21
Final data migration on Production server	Week 21
Final Data QA	Week 21
Library System review of Production database and upload offline files	Week 21
Library System is Live on Polaris	Week 21
Completion of System Acceptance Testing	Week 25
Transition to Polaris Support	Week 26

F. 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-INC16126 attached herewith. Payment terms for this SOW are as set forth in the Agreement. This Statement of Work estimate is valid for 30 days. Pricing assumes that deliverables in this Statement of Work are completed within six months or additional Services fees will apply.

	Service Milestones	Percentage
Milestone 1	Kickoff, Profiling Visit	10%
Milestone 2	Software Installed, Profiling D/B Created	10%
Milestone 3	Data Mapping for Test Load, Software Configuration	20%
Milestone 4	Test Load	20%
Milestone 5	Training	20%
Milestone 6	Production Load	10%
Milestone 7	Go Live, Acceptance Testing	10%

G. Innovative Services Team

The process of ensuring a seamless migration to a new integrated library system begins immediately after contract signing. After the contract is signed, Innovative will assign a project team to your implementation. The project team will consist of:

1. **Project Manager:** The Project Manager has extensive knowledge of the Polaris ILS, the Polaris ILS database, library workflows, and library data. All Polaris Project Managers have years of project management experience and have implemented ILS migrations for many libraries.
2. **Data Analyst:** The data migration specialist is responsible for creating, maintaining, and executing the SQL scripts, and other software, required for migrating your existing ILS databases into the Polaris ILS database. All Polaris Data Migration Specialists have extensive SQL skills, in-depth knowledge of MARC and other library data, and many years of experience in migrating ILS data.
3. **Polaris Trainer/Consultant:** One or more Polaris trainers/consultants will be assigned to your implementation, shortly after the project kicks off. Your trainers are selected based on their knowledge of the specific subsystems and options that you will be implementing, as well as their experience in training similar libraries. All Polaris trainers have significant experience in ILS operations and training.
4. **Polaris System Engineer:** The Polaris System Engineer performs the staging and installation for your Cloud system.
5. **Executive Sponsor:** The Executive Sponsor is assigned to the project to provide oversight, be an escalation point, ensure the success of the project, and participate in the project steering committee.

By assigning this multi-disciplinary team to your implementation we can maximize the familiarity of the project team with your library and your implementation.

H. Client Implementation Team

In order to ensure a successful implementation, Innovative requests that the Client designate individuals from your staff to assume responsibility for the following roles

1. **Executive Sponsor:** Provides executive oversight, ensuring the project is aligned to meet the goals of the Client project and Steering Committee.
2. **Project Manager:** Works directly with the Innovative Project Manager to ensure that risks are mitigated, appropriate communication is achieved, and milestones are met. Works with Innovative Project Manager to coordinate work plans, schedules, and teams' work. Will manage day-to-day operational aspects and ensure deliverables are met. Responsible for Project Steering Committee status reporting and Executive communications.
3. **Librarian Lead:** Works closely with Project Managers to ensure requirements are comprehensive and representative of the needs of the Client. The Librarian Lead will coordinate with key members of the team as required.

4. **Technical Lead:** Will be responsible for assisting with Client responsibilities related to data migrations and any other system level duties required by Client.

I. Implementation Assumptions

As part of the Innovative proposal for the implementation, we have outlined the following project assumptions which are critical to the successful delivery of the project:

1. Client will have adequate resources available to ensure timely completion of any Client tasks outlined in the project schedule.
2. Timeline for the completion of this project will be established, through joint planning conversations between the Client and Innovative during the initial stage of the project.
3. Client will provide a technical point of contact who is able to provide, or coordinate access to, necessary information and library resources. This includes information related to server access, collecting and providing any prerequisite information required to support installation and configuration of software, and other needs that may arise during the project.

Statement of Work

This Statement of Work (the "SOW") dated April 6, 2023, is entered into pursuant to the Order Form between Allen County Public Library ("Client") and Innovative Interfaces Incorporated ("Innovative") effective as of April 6, 2023 (the "Agreement"). Innovative and Client may each be referred to as "Party" from time to time or collectively as "Parties".

A. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and fees 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.

B. Project Scope of Services

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

1. Vega Premium Implementation

a) Innovative will install Vega Discover+ software.

Specified work includes, where necessary:

1) Project management
2) Requirements consultation between Client and Innovative
3) Post-implementation testing
4) Remediation of post-implementation issues, found during Innovative testing or found by the Client during the implementation period
5) Minimum scope of service to include:
   - Provisioning of a single production Vega Discover environment, and connection to Client's production ILS
   - Synchronization of production ILS and Vega Discover databases
   - Configuration training for Vega Discover
   - Product Overview
   - Consultation on Best Practices
   - Publishing of 1st Guide

No work will be performed on the Client's production environment without prior notification to, and approval from, the Client. Work will be performed in pre-specified maintenance windows, as agreed upon in advance between the Client and Innovative.

Any requested work, outside of the specifications listed above, will be quoted at an additional cost, and written approval must be provided by the Client before work can proceed.

C. Innovative Services Team

The Services Team will have the following resources available for this project:

1. Project Manager: Project Managers have years of project management experience and have implemented library systems for many libraries.

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

Client Implementation Team

1. Technical Lead: Will be responsible for assisting with Client responsibilities related to the installation and any other system level duties required by Client.

D. Implementation Assumptions

1. Client's production ILS environment must be running the current General Availability ("GA") version of the software, or later.
2. Client will have adequate resources available to ensure timely completion of any library tasks outlined in the project schedule.
3. Timeline for the completion of this project will be established, through joint planning conversations between the Client and Innovative during the initial stage of the project.
4. Client will provide a technical point of contact who is able to provide, or coordinate access to, necessary information and Client resources. This includes information related to server access, collecting and providing any prerequisite information required to support installation and configuration of software, and other needs that may arise during the project.

E. 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-INC16128 attached herewith and are made in good faith based on the activities, approach, and assumptions contained within the SOW. Payment terms for this SOW are as set forth in the Agreement. Any additional Change Requests will be performed at a blended rate of $200 per hour for all resources. Additionally, Client is responsible for all reasonable out-of-pocket costs and expenses incurred during this SOW. Pricing assumes that deliverables in this Statement of Work are completed within six months or additional Services fees will apply.

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A. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and fees 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.

B. Project Scope of Services

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

1. Vega Promote Implementation

a) Innovative will provision Vega Promote.

All specified work includes, where necessary:

1) Project management
2) Requirements consultation between Client and Innovative
3) Provision single Vega Promote environment
4) Training and consultation
5) Remediation of issues found during Client testing period prior to launch of first Vega Promote marketing campaign.
6) Support from Innovative during launch of first Vega Promote marketing campaign.

No work will be performed, on the Client's production environment, without prior notification to, and approval from, the Client. Work will be performed in pre-specified maintenance windows, as agreed upon in advance between the Client and Innovative.

Any requested work, outside of the specifications listed above, will be quoted at an additional cost, and written approval must be provided by the Client before work can proceed.

C. Innovative Services Team

The Services Team will have the following resources available for this project:

1. Project Manager: Project Managers have years of project management experience and have implemented library systems for many libraries.
2. System Engineer: System Engineers work with the Client on provisioning, configuration, network connections, and infrastructure configuration.
3. Trainer/Consultant: Your trainer/consultant is selected based on their knowledge of the specific modules and options that you will be implementing.

Client Implementation Team

1. Librarian Lead – Works closely with Innovative 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.

D. Implementation Assumptions

1. Client's production ILS environment must be running the current General Availability ("GA") version of the software, or later.
2. Client will have adequate resources available to ensure timely completion of any Client tasks outlined in the project schedule.
3. Timeline for the completion of this project will be established, through joint planning conversations between the Client and Innovative during the initial stage of the project.
4. Client will provide a technical point of contact who is able to provide, or coordinate access to, necessary information and Client resources. This includes information related to server access, collecting and providing any prerequisite information required to support installation and configuration of software, and other needs that may arise during the project.

E. 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-INC16130 attached herewith and are made in good faith based on the activities, approach, and assumptions contained within the SOW. Payment terms for this SOW are as set forth in the Agreement. Any additional Change Requests will be performed at a blended rate of $200 per hour for all resources. Additionally, Client is responsible for all reasonable out-of-pocket costs and expenses incurred during this SOW. Pricing assumes that deliverables in this Statement of Work are completed within six months or additional Services fees will apply.

Allen County Order Form EST-INC16125-30 20230406

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