

AMENDMENT TO
OPTIONAL USE CONTRACT #060198
INTEGRATED LIBRARY AUTOMATION SYSTEM

between

EX LIBRIS (USA), INC.
(formerly Endeavor Information Systems, Inc.)

and

CENTER FOR INFORMATION SERVICES

on behalf of the

COMMUNITY & TECHNICAL COLLEGES

of the

State of Washington

Administered by:

Center for Information Services

3101 Northup Way, Suite 100

Bellevue, WA 98004-1449

November 9, 2007

Contract Number 060198

**Amendment to
CIS Optional Use Contract #060198
November 9, 2007**

Whereas, the Center for Information Services ("CIS") a Washington State agency with offices at 3101 Northup Way, Suite 100, Bellevue, WA 98004("Customer"), entered into an Optional Use Contract ("Contract") with Endeavor Information Systems Inc. ("Endeavor") to purchase, license, and maintain Integrated Library Automation Systems ("Software") on June 30, 1998; and

Whereas, CIS and Endeavor agreed to add additional products to Schedule A of the original Contract and extend the term of the Contract by five (5) years from the date of execution of the Addendum dated June 5, 2003; and

Whereas, upon the closing of an acquisition of Endeavor's business by Ex Libris (USA), Inc. with offices at 1350 East Touhy Avenue, Suite 200 East, Des Plaines, IL 60018, USA ("Ex Libris") acquired Endeavor on December 22, 2006, all of Endeavor's rights and obligations under the Contract have automatically been assumed in full by Ex Libris including all amendments and separate purchase orders referencing such Contract; and

Whereas, Ex Libris will be supporting the Customer's Software listed in Exhibit A of the Contract (the "Endeavor Software");

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the CIS and Ex Libris hereby agree to amend the original Contract as follows:

1. Definitions

- 1.1 Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meaning ascribed to them under the Contract.
- 1.2 Words in the singular shall include the plural and vice versa, as the context requires.

2. Amendments to the Contract

2.1 Reference

- 2.1.1 All references to the Endeavor Software shall be replaced as of Effective Date with the Ex Libris Program. All references to the "Ex Libris Program" shall mean the software program(s) specified in Exhibit A made available to the Customer.
- 2.1.2 All references to Endeavor shall be replaced as of Effective Date with Ex Libris.

2.1.3 References to section numbers herein are only for convenience purposes. For the avoidance of doubt, if there is no correlation between a section number and title herein and a section number and title in the Contract, the title of such section shall be deemed for amendment or replacement purposes, as applicable.

2.2 Section 2, License Grant of the Contract is hereby amended by including the following at the beginning thereof:

“The following applies only to VOYAGER software and its updates, upgrades and components (“VOYAGER”).”

2.3 A new Section I(A) is hereby added following the above and applies to all Ex Libris Programs:

“In consideration of the full payment of the License Fee for the Ex Libris Programs, and subject to all the terms and conditions hereof, Ex Libris hereby grants to Customer and Customer accepts a non-exclusive, non-transferable license to use the Ex Libris Programs, as well as related materials such as documentation to the extent then available, all delivered to Customer in conjunction with and under the terms and conditions of this Contract. Ownership of the copyright and title in the Ex Libris Programs (including any improvements or derivative works) shall remain with Ex Libris and is not transferred to the Customer. All rights in the Ex Libris Programs not granted to Customer are retained by Ex Libris.”

2.4 Section 2.3 of the Contract is hereby amended by including the following at the end thereof:

“CUSTOMER may copy, in whole or in part, the Ex Libris Program as necessary to its use in compliance with this Contract, such as for archival and back-up purposes, provided that each such copy shall remain subject to all terms of this Contract and must include in the electronic copy the proprietary notice as follows:

“The Ex Libris Program is a proprietary product of Ex Libris Ltd., copyright 2007 by Ex Libris Ltd. All rights reserved. Distribution or use in whole or part except as licensed, is prohibited.” “

- 2.5 Section 33, Covenant Against Contingent Fees of the Contract is hereby deleted and replaced with the following:

“VII. LIMITATION OF LIABILITY.

EX LIBRIS’ WARRANTIES, REPRESENTATIONS AND REMEDIES, EXPRESSED OR IMPLIED, ARE LIMITED TO THOSE STIPULATED HEREUNDER. EX LIBRIS DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Ex Libris shall not incur any contractual liability for indirect, incidental, special, punitive or consequential damages resulting from the furnishing, performance or use of the Ex Libris Programs, VOYAGER software or any components thereof by Customer or by Customer’s agents or patrons, including but not limited to reliance, cover or loss of anticipated profits or convenience, even if Ex Libris has been advised of the possibility of such damages. IN ANY CASE, EX LIBRIS’ ENTIRE LIABILITY UNDER THIS CONTRACT SHALL BE LIMITED TO THE LICENSE FEE ACTUALLY PAID BY CUSTOMER FOR THE EX LIBRIS PROGRAM OR VOYAGER SOFTWARE WHICH IS THE SUBJECT OF THE CLAIM DURING THE 12 MONTHS PRIOR TO BRINGING THE CLAIM. Ex Libris does not assume any liability in respect of rightful access to and/or violation of copyright, privacy, database rights or trademark protection of any data or information resources stored with the Ex Libris Programs or VOYAGER software, as well as in respect of the continued support of the OpenURL framework by relevant providers. Nor does Ex Libris assume any liability in regard of any possible malfunction due to bugs or errors in the Ex Libris Programs or VOYAGER software or resulting from information provided by Ex Libris through the KnowledgeBase Service. Ex Libris shall have no responsibility or liability in respect of adverse effects, if any, due to any modification or adaptation made by Customer in the Ex Libris Programs or VOYAGER software without Ex Libris’ express and prior written consent.”

- 2.6 Section 3.2.3. Subsequent Terms of the Contract shall be deleted and replaced with the following:

“The term for maintenance of the software purchased under the Contract shall be three (3) years from the expiration date of the last contract extension, June 30, 2008, to June 30, 2011 unless terminated by the Customer by giving written notice of its decision not to renew to the Vendor not less than thirty (30) calendar days prior to the expiration of the then current Contract term. No change in terms and conditions shall be permitted during these extensions unless specifically set forth in this

Contract or expressly agreed to by both parties. Maintenance charges shall be subject to an annual increase not to exceed 8%. “

2.7 Section 39 Notices, is revised so that notices are sent to:

CFO

Ex Libris Inc.

1350 East Touhy Avenue, Suite 200 East

Des Plaines, IL 60018

2.8 To avoid any doubt, payment terms in connection with the VOYAGER software shall continue in full force and effect.

3. Survival of Provisions

Except as otherwise amended and modified hereby, the provisions of the Contract shall remain in full force and effect. For avoidance of doubt, the VOYAGER license rights and terms shall continue in full force and effect including but not limited to payment obligations in connection therewith.

4. General Provisions

4.1 Entire Contract

This Amendment shall be deemed for all intents and purposes as an integral part of the Contract. The Contract and the Amendment (including the schedules and exhibits thereto) constitute the entire Contract of the parties hereto with respect to the subject matter hereof and supersedes all prior Contracts and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof.

4.2 Counterparts

This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same Contract. Delivery of an executed counterpart of a signature page to this Amendment by fax shall be effective as delivery of a manually executed counterpart of this Amendment.

Voyager Price List

Basic Software Modules Price List

Price Table

Library Size	Standalone Library	Add-on Library
	Server Software	Server Software
0 - 75,000	\$35,000	\$12,500
75,001 - 150,000	\$45,000	\$15,000
150,001 - 250,000	\$70,000	\$22,500
250,001 - 500,000	\$92,000	\$30,500
500,001 - 750,000	\$115,000	\$37,500
750,001 - 1,000,000	\$137,000	\$45,000
1,000,001 - 1,500,000	\$160,000	\$52,000

Add Washington State sales tax (8.6% for CIS).

Add-On pricing applies to individual libraries or aggregation of libraries that add on to an existing server at the same time after the initial installation.

The number of items in the library's holdings determines library Size, excluding the individual copies of magazines. In the case of multiple libraries migrating at the same time to form a cluster or add-on to an existing cluster, the aggregated number of items will be used to determine the Row in the Price Table.

Voyager Client Software

Staff clients	\$500 per copy
OPAC clients	\$300 per concurrent user

Voyager Software Maintenance

- 15 % of server software prices
and
- 12 % of client software prices

Add Washington sales tax (8.6% for CIS).

Voyager Software Maintenance: Rate of Increase

The percent used to compute the software maintenance fees may be adjusted from year to year to reflect the cost of inflation. The maximum yearly adjusted increase is 8% of the maintenance cost.

Voyager Installation and Data Conversion Prices

Software Installation: \$660.00

Data Conversion: Custom quote (flat fee, depending on the number of records, plus \$.04 per record).

Voyager Training Packages: Format, Content and Prices

All Ex Libris training employs a combination of Web-based modules that customers view in advance, followed by lectures and hands-on practice in the use of the system(s) purchased. Customers may purchase additional training days that take place either at the library or at the Ex Libris offices; additional pre-recorded, customized sessions; and additional Web-based sessions. Travel and expenses are not included in the price quotes.

Voyager New Customer Orientation Training

Title: Voyager New Customer Orientation Training – Training is conducted by the library's Project Manager, and covers System Administration, Data Migration, and overall Project Planning.

Course Length: Two days.

Mandatory and desirable prerequisites for student enrollment: Students must be employees of the library or site, typically librarians or others with training in library technical services, who will be using Voyager.

Minimum and maximum number of students per class: No more than five students per class.

Location: Ex Libris office in Des Plaines, Illinois.

Class schedule: Nine to five, with a break for lunch.

Price: \$3,300.00

Voyager New Customer Functional Training

Title: Voyager New Customer Functional Training - Functional training includes hands-on exercises in the use of all system modules: Acquisitions, Cataloging, Circulation and Serials.

Length: Four days

Mandatory and desirable prerequisites for student enrollment: Library technical services background.

Number of students per class: No more than eight students per class.

Location: At the library.

Schedule: Nine to five, with a break for lunch

Price: \$6,600.00.

Voyager Modular and Follow-up Training

Title: Voyager Modular and Follow-up Training – This training can be module-specific or used for general follow-up and consultation.

Length: Two days

Mandatory and desirable prerequisites for student enrollment: Library technical services background.

Number of students per class: No more than eight students per class.

Location: At the library or at Ex Libris office.

Schedule: Nine to five, with a break for lunch

Price: \$3,300.00.

Voyager Media Scheduling Training

Title: - Voyager Media Scheduling Training – Lecture and hands-on exercises in the use of Media Scheduling

Length: Two days

Mandatory and desirable prerequisites for student enrollment: Library technical services background.

Number of students per class: No more than eight students per class.

Location: At the library or at Ex Libris office

Schedule: Nine to five, with a break for lunch

Price: \$3,300.00

Voyager Universal Borrowing Training

Title: - Voyager Universal Borrowing Training – Lecture and hands-on exercises in the use of Universal Borrowing

Length: Two days

Mandatory and desirable prerequisites for student enrollment: Library technical services background.

Number of students per class: No more than eight students per class.

Location: At the library or at Ex Libris office

Schedule: Nine to five, with a break for lunch

Price: \$3,300.00

Additional On-Site Training

Title: Product-specific functional training. This can be on the topic of the customer's choosing.

Length: Two-day minimum.

Mandatory and desirable prerequisites for student enrollment: Library technical services background.

Number of students per class: Maximum of 8 students per class.

Location: At the library.

Schedule: The class runs from nine to five, with a break for lunch.

Price: \$1,650.00 per day.

Additional Web-Based Training

Title: Web-based training. Topic can be of the customer's choosing.

Length: Approximately two hours.

Mandatory and desirable prerequisites for student enrollment: Library technical services background.

Number of students per class: Limited only by library's space.


Location: Library site

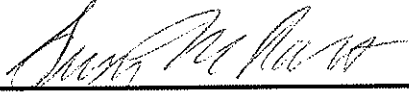
Schedule: N/A.

Price: \$500.00

All other terms of the original Contract and subsequent Addenda remain in force.

In Witness Whereof, the parties hereto, having read this Amendment in its entirety, including the attachment, do agree in each and every particular and have thus set their hands hereunto.

Approved	
State Of Washington, Center For Information Services	
	
Signature	
Corey Knutsen	
Print Or Type Name	
Executive Director	
Center for Information Services 11/30/07	
Title	Date

Approved	
EX LIBRIS (USA), INC.	
	
Signature	
Susan M. Pastore	
Print Or Type Name	
Vice President	
North American Sales	
Title	Date

