⑤SirsiDynix

MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This Master Software License and Services Agreement ("Agreement") is made and entered into this 27 day of April, 2009 ("Effective Date") by and between Sirsi Corporation dba SirsiDynix ("SirsiDynix"), with principal offices at 400 Dynix Drive, Provo, Utah 84604, and CPC Regional ("Customer"), having its offices at 400 Johnson Street, New Bern, NC 28560-4098. Collectively, Customer and SirsiDynix shall be referred to as "Parties" and individually as a "Party."

In consideration of the mutual promises, covenants and representations herein, and upon the terms and conditions set forth below, the Parties agree as follows:

This Software License and Services Agreement is a binding agreement between the Parties for all orders placed by Customer with SirsiDynix and accepted by SirsiDynix for the license of Software and/or the provision of SaaS Services, Support, Professional Services and other services. All orders shall be placed using an Ordering Form, as defined herein, the terms of which are incorporated in this Agreement by reference herein.

1. DEFINITION OF TERMS.

"Agreement" means this Master Software License and Services Agreement, Ordering Forms, SaaS Schedule, reference to information contained in a SirsiDynix URL or policy and such other attachments and exhibits that the Parties' authorized representatives may mutually agree to in writing.

"Certified Operating Environment" or "COE" means Hardware, operating system, middleware, database products and other software on which SirsiDynix indicates the Software or SaaS Services will operate.

"Confidential Information" has the meaning set forth in section 10.

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer is provided access to by SirsiDynix on a subscription basis pursuant to this Agreement.

"Customer Data" means any electronic data, information or material provided or submitted by Customer to SirsiDynix through the Services together with all data, information or material that Customer enters into the Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under this Agreement to perform its obligations.

"Designated Equipment or Hardware" means the computer or server comprised of its central processing unit and its major peripherals, including the equipment provided by SirsiDynix and identified as such in the Ordering Form; the equipment provided by Customer, if any, and identified as such in the Ordering Form; and the usual and necessary operating system software provided with the equipment by its manufacturer or purchased by Customer, but excluding networking equipment, communication lines and computer equipment at the other end of such lines.

"Developed Materials" means any Intellectual Property created or developed by SirsiDynix, its employees, agents or contractors in the performance of this Agreement.

"Documentation" means the user instructions, release notes, manuals and on-line help files in the form generally made available by SirsiDynix, regarding the use of the applicable Software.

"Error" means a material failure of the Software to conform to its functional specifications described in the Documentation.

"Error Correction" means any bug fixes, modifications, additions, or routines intended to correct the practical adverse effect of an Error.

"Go Live Date" means, with respect to the SirsiDynix Software license orders, the date on which the SirsiDynix Software is placed into operational use for normal daily business, including searching the public access catalog and circulating materials.

"Intellectual Property Rights" or "Intellectual Property" means patent rights (including patent applications and disclosures), copyrights, moral rights, trademarks, service marks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded.

"License Period" means, with respect to Software license or Content orders, the period for which the license is granted to Customer for each Software or Content subscription, as shown in the applicable Ordering Form.

"Ordering Form" means either (i) the document executed by the Parties that describes in detail Customer's order-specific information, including but not limited to, description of Software or Services ordered, fees, License Period or Term, or (ii) a Purchase Order.

"Purchase Order" means Customer's order to obtain Software or Services pursuant to this Agreement duly signed by a Customer's authorized representative, which incorporates by reference the terms of this Agreement and the written quotation provided by SirsiDynix.

"Professional Services" has the meaning set forth in section 4A.

"SaaS Schedule" means a schedule for SaaS Services if purchased by Customer.

"SaaS Services" has the meaning set forth in the SaaS Schedule.

"Services" means Professional Services, SaaS Services, Support and/or Training Services.

"SirsiDynix Software" means each SirsiDynix-developed or SirsiDynix-owned software product, as listed in the Ordering Form, in machine readable object code (not source code), the Documentation for such product, and any Updates thereto.

"Software" means the SirsiDynix Software and Third Party Software.

"Support" means with respect to the SaaS Services and/or SirsiDynix Software license orders (i) assistance and workarounds for resolving known problems, (ii) Error Corrections if required in the sole judgment of SirsiDynix to enable the applicable SirsiDynix Software to perform substantially in conformity with the Documentation, and (iii) Updates, all of which are provided under SirsiDynix's Support Policies in effect at the time the Services are provided.

"Support Policies" means the technical support and maintenance policies of SirsiDynix, a current version of which can be found at http://clientcare.sirsidynix.com/index.php?pageKnowledge&pid=13&rsi&bnd_id=59.

"System" means the total complement of Hardware, SirsiDynix Software, and Third Party Software furnished and maintained by SirsiDynix.

"Third Party EULA" means the end user license agreement that either accompanies the Third Party Software or is appended to the Ordering Form.

"Third Party Software" means the object code of the software, including Documentation and Updates, listed in the Ordering Form owned by an entity other than SirsiDynix which is sublicensed by SirsiDynix to Customer pursuant to the terms of the Third party EULA.

"Training Services" has the meaning set forth in section 4B.

"Updates" means the Error Corrections, updates, modifications or enhancements to the Software developed after the effective date of the Ordering Form which SirsiDynix makes generally available to its customers as part of the Support. Updates exclude new products in which SirsiDynix generally charges a separate license fee.

CUSTOMER INITIAL HERE _BB_

DATE INITIALED _4/15/09_

"User" means an employee, agent, or contractor of Customer that has been authorized by Customer, and assigned a unique username-password combination, to access and use the Software, Content or SaaS Services.

2. SOFTWARE LICENSE ORDERS.

A. License Grant. Subject to the terms and conditions of this Agreement, including but not limited to the use rights, license scope rules and definitions described in the applicable Ordering Form and subject to payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, personal, non-transferable license, for the License Period to (i) install, run and use the Software on the Designated Equipment and COE solely for Customer's own business operations and solely as enabled by the license key or keys, (ii) use the Documentation in connection with such use of the Software, and (iii) access Content, if purchased by Customer, on a subscription basis. The server Software shall not be simultaneously loaded and operated on more than one hardware platform.

B. Third Party Software. If no Third Party EULA is provided, the terms and conditions applicable to the Third Party Software shall be governed by the terms and conditions of this Agreement. The terms and conditions applicable to any Third Party Software will otherwise be governed by the applicable Third Party EULA. In the event of a conflict, the Third Party EULA will take precedence over the terms of this Agreement.

C. Copies. Customer may make a reasonable number of machine-readable copies of the Software solely for internal backup or archival purposes. All Intellectual Property Rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such number and location upon request.

D. License Restrictions. Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Software, or SirsiDynix's or its licensors' Intellectual Property or Confidential Information; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Software, Intellectual Property or Confidential Information of SirsiDynix or its licensors to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Agreement; provided however that Customer may extend to library users, other libraries, and third party entities online data inquiry access to the Software module provided for that purpose (i.e. public access catalog); (iv) write or develop any derivative software or any other software program based upon the Software, the Intellectual Property or Confidential Information of SirsiDynix or its licensors; (v) modify, adapt, translate or otherwise make any changes to the Software or any part thereof; (vi) use the Software, the Intellectual Property or Confidential Information of SirsiDynix or its licensors to provide processing services to third parties, or otherwise use the Software on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Software; or (viii) otherwise use or copy the Software except as expressly permitted herein. Content accessed on a subscription basis (i) may not be modified, (ii) may be used solely for Customer's own use and (iii) may not be used as part of a commercial time-sharing or service bureau or in any resale capacity.

E. Additional Licenses. Customer may purchase additional Software or Content licenses or otherwise expand the scope of such license granted under an Ordering Form, upon SirsiDynix's receipt and acceptance of a new Ordering Form specifying the foregoing, and upon Customer's payment of additional license fees, if applicable, for such expanded scope.

F. Dedicated Servers. All servers that are part of the System shall be dedicated servers and shall only contain software and content for, and shall only be operated for the purposes of, the System. Failure to comply with this requirement by Customer may result in SirsiDynix's voiding its warranties made under this Agreement and/or terminating Support.

3. Support.

A. General. Support shall be provided under SirsiDynix's Support Policies in effect at the time the services are provided. The Support Policies, incorporated in this Agreement, are subject to change at SirsiDynix's discretion; however, SirsiDynix will not materially reduce the level of services provided during the period for which Support fees have been paid.

SirsiDynix reserves the right to correct Errors in the latest version of the Software. Updates are provided when available, and SirsiDynix is under no obligation to develop any future programs or functionality.

Customer agrees to report all suspected Errors and questions through its authorized support contact. Reports will include all pertinent information regarding Customer deployment of the Software and the circumstances under which the problem occurred. When submitting a Support service request, the support contact should have a baseline understanding of the problem encountered and the ability to reproduce the problem in order to assist SirsiDynix in diagnosing and triaging the problem.

SirsiDynix is under no obligation to provide Support with respect to: (i) Software that has been altered or modified by anyone other than SirsiDynix; (ii) a release of Software for which Support has been discontinued; (iii) discrepancies that do not significantly impair or affect the operation of the Software; (iv) SirsiDynix Software used on a computer or operating system other than a COE; (v) any violation of the terms and conditions of this Agreement; or (vi) any systems or programs not supplied by SirsiDynix or not covered by the Ordering Form.

B. SirsiDynix Software Support. Starting on the Go Live Date, during the License Period, and as long as Customer is current on its payments of Support fees (as described in this Agreement and the Ordering Form), SirsiDynix shall provide Support for the SirsiDynix Software listed on the Ordering Form). Support shall be provided on an annual basis. Following the first anniversary of the initial Support term, and unless the License Period has expired, Support services shall be automatically renewed from year to year unless Customer gives written notice 60 days prior to the end of the initial Support period or any extension thereof, of its intention to terminate the Support service.

During the term of the License Period, in the event that Support Services lapse, a reinstatement fee shall be assessed, equal to 100% of the aggregate Support fee that would have been payable during the period of lapse, based on the list price for Support Services at the time of reinstatement. In order to reinstate Support for licenses with products not currently supported by SirsiDynix, Customer must migrate its program licenses to currently available releases.

Support must be ordered for all copies of the SirsiDynix Software and for all elements of the SirsiDynix Software under an Ordering Form, which are used conjunctively by Customer.

C. Third Party Software and Hardware Support. Unless otherwise noted in an Ordering Form, SirsiDynix will provide first line support for Third Party Software and Hardware listed on an Ordering Form in accordance with SirsiDynix's then-current Support policies.

4. OTHER SERVICES.

A. Professional Services. Customer may obtain, at its sole option, professional services such as consulting, data services, site planning, configuration, integration and deployment of the Software, as mutually agreed to and described in the applicable Ordering Form ("Professional Services").

B. Training Services. Customer may obtain, at its sole option, training courses for its personnel, as mutually agreed to and described in the applicable Ordering Form ("Training Services").

C. Additional & Change Orders. Customer may purchase additional Services upon SirsiDynix's receipt and acceptance of a new Ordering

Form specifying the foregoing, and upon Customer's payment of additional fees, if applicable. Either Party may propose a change order to add to, reduce or change the work ordered in the Ordering Form. Each change order shall specify the change(s) to the services or deliverables, and the effect, if any, on the schedule and on SirsiDynix's compensation, due to the change. SirsiDynix shall not implement a change order unless it is executed by the Parties. In the event of any delay in Customer's performance of any of the obligations set forth herein or any other delays caused by Customer, the milestones and fees set forth in the Ordering Form shall be adjusted as reasonably necessary to account for such delays, in accordance with the provisions of this section 4C.

D. Estimated Time/Cost Overruns. This section applies if the Professional Services or Training Services ordered under the Ordering Form are not compensated on a fixed-price (total flat fee) basis, e.g., work compensated on a time and materials basis or under an estimated "cap" with fixed hourly rates. SirsiDynix shall track its progress of the work against the estimated schedule/milestones and the budgeted cost of performance, and provide a written report to Customer of such progress with each invoice. SirsiDynix shall promptly report to Customer at the earliest time it discovers that the time or cost of performance of the Professional Services or Training Services will exceed the estimated time and/or cost authorized in the Ordering Form, and in any event before proceeding with the portion of the Professional Services or Training Services that will cause the estimated time and/or cost to exceed the then-current estimate(s). In such report, SirsiDynix shall explain in reasonable detail the reason(s) for the anticipated time and/or cost overrun and shall estimate the revision in the estimated time and/or estimated costs necessary to complete the work. SirsiDynix shall not perform such additional work or any work performed in excess of any estimated "cap" identified in the Ordering Form, unless the Parties have executed a change order pursuant to section 4C above.

5. HARDWARE.

Risk of loss on all Hardware passes to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. Title to the Hardware shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker.

6. COOPERATION AND ASSISTANCE.

A. Cooperation. Customer shall provide SirsiDynix with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by SirsiDynix in order to provide the Services, including, but not limited to, providing Customer Data, security access, information, and software interfaces to Customer's applications, and Customer personnel, as may be reasonably requested by SirsiDynix from time to time.

B. Personnel; Remote Access. SirsiDynix shall provide reasonably sufficient personnel to perform the Services required by the Ordering Form. SirsiDynix's personnel performing the Services may be either SirsiDynix employees or contractor personnel, and in either case shall comply with Customer's reasonable rules and regulations while on Customer's premises. Customer agrees to provide SirsiDynix with access to and use of Customer's personnel, facilities and equipment to the extent necessary for SirsiDynix to perform the Services. For installation of the System, Customer shall ensure that SirsiDynix's assigned technical personnel are able to access the System remotely. Customer shall be responsible for providing access through any security measures it deems necessary. SirsiDynix alone shall decide whether access to the System is sufficient for installation purposes. Ordering Forms may set forth additional details regarding SirsiDynix's access to and use of Customer's personnel, facilities and equipment.

C. Enforcement. Customer shall ensure that all Users and any third parties comply with the terms and conditions of this Agreement. Customer shall promptly notify SirsiDynix of any suspected or alleged violation of the terms and conditions of this Agreement and shall provide information to SirsiDynix with respect to: (i) investigation by SirsiDynix of any suspected or alleged violation of this Agreement and (ii) any action by SirsiDynix to enforce the terms and conditions of this Agreement.

7. OWNERSHIP.

A. Software. All rights not expressly granted in this Agreement are reserved by SirsiDynix and its licensors. Customer acknowledges that: (i) all Software is licensed and not sold; (ii) by accepting the license set forth in this Agreement, Customer acquires only the right to use the Software and SirsiDynix, or its licensors, shall retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property Rights embodied or associated with, the Software and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Software, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its licensors. Customer agrees to secure and protect the Software consistent with the maintenance of SirsiDynix's and its licensors' rights in the Software, as set forth in this Agreement.

B. Developed Materials. SirsiDynix retains all rights, title and interest in any and all Developed Materials, all training and procedural materials used or in any manner employed by SirsiDynix in the provision of Professional Services or other Services under this Agreement, which may be developed for Customer through the reimbursed or unreimbursed efforts of SirsiDynix employees or agents. To the extent Developed Materials may be included with or embodied in any deliverables delivered to Customer hereunder, SirsiDynix grants Customer, upon full payment of the applicable fees and charges, a personal, irrevocable, nonexclusive, worldwide, royalty-free license to, during the License Period, use, execute, reproduce, display, perform, distribute internally, and prepare for internal use only derivative works based upon the Developed Materials in each case solely in conjunction with the deliverable provided in connection with the Ordering Form. Customer acknowledges that SirsiDynix may use works for third parties that are based upon, similar or identical to the deliverable. The license restrictions set forth in section 2 apply to Developed Materials.

C. Content. Customer further acknowledges that all Content, excluding any Customer Data, is proprietary to SirsiDynix or its licensors, and SirsiDynix or such licensors retain exclusive ownership of the same throughout the world, including all Intellectual Property Rights embodied therein.

D. Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer.

8. WARRANTIES; DISCLAIMER.

A. SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software will operate in all material respects in conformity with the Documentation so long as Customer has incorporated all Error Corrections and Updates to the SirsiDynix Software that SirsiDynix has made available to Customer.

B. Remedies. If the SirsiDynix Software does not perform as set forth in the Documentation, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within 30 days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein. If Customer elects not to terminate the SirsiDynix Software license for the affected portion of the Software,

Customer waives all rights for the applicable warranty cure set forth herein.

C. Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty set forth in section 8A or 8B caused by: (i) modifications made to the System by anyone other than SirsiDynix; (ii) the combination, operation or use of the System components with any items not supplied by SirsiDynix to Customer; (iii) Customer's failure to use any new or corrected versions of the System components made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the SirsiDynix Software operating procedures described in the Documentation.

D. Professional Services. SirsiDynix warrants that the Professional Services provided under this Agreement will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services. Customer's exclusive remedy, and SirsiDynix's entire liability, shall be the re-performance of the Service or an equitable adjustment in the fees paid for the affected Professional Services, at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

E. Third Party Software and Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware and Third Party Software and that with the execution of the Ordering Form, Customer will have the right to use the Third Party Software in accordance with the terms and conditions of the Third Party EULA or of this Agreement if no Third party EULA is provided.

Hardware warranties shall be governed by the manufacturer's warranty. Such warranties begin on shipment of the third party products from the manufacturer, whether shipment is to SirsiDynix or to Customer. SirsiDynix makes no warranties of any kind with respect to the Hardware.

Third Party Software warranties, if any, shall be governed by the terms of the Third Party EULA. SirsiDynix makes no warranties of any kind with respect to Third Party Software.

F. Disclaimer. **THE WARRANTIES SET FORTH IN SECTION 8A, 8B, 8D AND 8E OF THIS AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT THE SIRSIDYNIX SOFTWARE, DOCUMENTATION, DELIVERED MATERIALS OR CONTENT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.**

9. FEES, TAXES, PAYMENT.

A. Fees and Payment Terms. Fees or other charges for licenses, products, and Services shall be as specified in the Ordering Form. Fees are exclusive of, and Customer is responsible for, shipping costs. Invoices shall be considered past due 30 days after the date shown thereon. Past due balances are subject to the lesser of a 1½% per month interest charge (18% per annum) or the highest rate allowed by law. Unless expressly provided otherwise in the Ordering Form, fees paid or payable for Software licenses or Support are not contingent under any circumstances upon the performance of any Professional Services (including implementation services) or Training Services.

B. Taxes. Unless otherwise noted, the prices in this Agreement do not include taxes. Customer agrees to pay any taxes, other than those based on SirsiDynix's net income, arising out of this Agreement. If Customer has tax exempt status, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate prior to execution of this Agreement.

Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying taxes due.

10. CONFIDENTIALITY.

SirsiDynix acknowledges that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

By virtue of this Agreement, the Parties may be exposed to or be provided with certain confidential and proprietary information of the other Party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing Party ("**Confidential Information**"). Confidential Information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of this Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation. SirsiDynix's placement of a copyright notice on any portion of any Software or any update to such Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix.

Except as expressly permitted by law, each Party will protect the other's Confidential Information from unauthorized dissemination and use the same degree of care that each such Party uses to protect its own non-public and confidential information, but in no event less than a reasonable amount of care. Neither Party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Neither Party will disclose to third parties the other's Confidential Information without prior written consent of the other Party.

Information shall not be considered Confidential Information to the extent, but only to the extent, that the disclosing Party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving Party; (ii) was in the receiving Party's possession before receipt from the disclosing Party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; (iv) has been independently developed by one Party without reference to any Confidential Information of the other; or (v) is required to be disclosed by law provided the receiving Party has promptly notified the disclosing Party of such requirement and allowed the disclosing Party a reasonable time to oppose such requirement.

11. CUSTOMER'S RIGHTS TO PRIVACY.

SirsiDynix and Customer shall comply with all applicable privacy and data protection laws and regulations. Customer may choose to provide personal information to SirsiDynix on behalf of third parties (including, Customer's contacts, partners, patrons, and administrators) as part of this Agreement. Customer represents and warrants that it will comply with any applicable laws to provide notices to or obtain permissions from any such individuals to allow sharing of their personal information with SirsiDynix for the purpose of allowing SirsiDynix or its agents to facilitate Customer's agreements and related services. No personal information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law. Customer consents to SirsiDynix's and its agents' use of the contact information provided by Customer for purposes of administering its agreements, the business relationship, and related services and with SirsiDynix's sharing of Customer's information with Customer's designated representatives, partners, patrons, and administrators for such purposes, including allowing such individuals to update Customer's contact information on Customer's behalf.

12. INDEMNIFICATION.

SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software or

SaaS Services infringe a third party's intellectual property rights ("Claim"). For purposes of this section, "intellectual property rights" means any USA patent, registered copyright, trade secret or registered trademark. SirsiDynix will indemnify Customer against all damages and costs attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix.

SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or SaaS Services or used a release other than a current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of a current unaltered release of the SirsiDynix Software or SaaS Services, or (ii) the combination, operation or use of the SirsiDynix Software or SaaS Services with software or data not provided under this Agreement.

If it is adjudicated that an infringement of the SirsiDynix Software or SaaS Service by itself and used in accordance with this Agreement infringes any USA patent, registered copyright, trade secret or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the SirsiDynix Software or the SaaS Service; (ii) replace or modify the SirsiDynix Software or the SaaS Service so it becomes non-infringing; or (iii) (a) with respect to the SirsiDynix Software license: remove the SirsiDynix Software in question and refund its net book value based on a straight-line basis over a five year period commencing on the Go Live Date and (b) with respect to SaaS Services: terminate such Service and refund any prepaid fees for SaaS Services after the date of termination.

This section states SirsiDynix's entire obligation to Customer and Customer's sole remedy for any claim of infringement.

13. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THIS AGREEMENT) TO CUSTOMER AND ANY THIRD PARTIES UNDER THIS AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 11 (Indemnification), WILL BE LIMITED TO THE PAYMENTS MADE BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM. IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SIRSIDYNIX BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE) INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR TREBLE DAMAGES ARISING FROM CUSTOMER'S OR ITS USER'S USE OF THE WEBSITES, CONTENT OR DATABASE IN ANY MANNER, INCLUDING WITHOUT LIMITATION ANY CLAIM RELATING TO THEIR USE OR INABILITY TO USE THEM, OR THE ACCURACY OF THEIR CONTENT. NO CLAIM ARISING OUT OF THIS AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF TWO YEARS OR THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

14. TERM AND TERMINATION.

A. Term. The initial term of this Agreement shall commence upon execution of this Agreement and shall be a minimum of three (3) years.

B. Termination. Either Party may terminate this Agreement immediately upon written notice if the other Party commits a non-remediable material breach of this Agreement or if the other Party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching Party within 30 days of being notified in writing of such breach. Customer acknowledges that its distribution or use of the Software or SaaS Services in violation of this Agreement constitutes a non-remediable material breach. Following termination of this Agreement (for whatever reason), each Party will deliver to the other any property of the other Party in its possession or control in good condition, reasonable wear and tear excepted. Upon SirsiDynix's request, Customer agrees to certify that it has returned or destroyed all copies of the Software, Developed Materials and Confidential Information and acknowledges that its rights to use the same are relinquished. Neither Party will be liable for any damages arising out of the termination of this Agreement, provided that such termination will not affect any right to recover damages sustained by reason of material breach or any payments owing under the Agreement.

Where the non-breaching Party has a right to terminate this Agreement, the non-breaching Party may at its discretion either terminate this Agreement or the applicable Ordering Form, or terminate this Agreement in respect of those parts of the Agreement which can be severed from the remainder and which provide for the performance of those obligations which the breaching Party has not performed.

15. GENERAL.

A. Force Majeure. The Parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control. This provision does not relieve Customer of its obligation to make payments then owing.

B. Assignment. SirsiDynix may assign this Agreement and all of its rights and obligations herein without Customer's approval to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither Party may otherwise assign or transfer this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

C. Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software are acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software are commercial computer software and documentation developed exclusively at private expense and are furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

D. Export. If Customer exports any of the Software, it must comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law. Customer shall not knowingly, directly or indirectly, without prior written consent, if required, of the office of Export Administration of the United States Department of Commerce, or the United States Department of State, export or transmit any of the Software to any country or organization to which such transmission is restricted by applicable regulations or statutes.

E. Non-discrimination. Neither SirsiDynix, nor any officer, agent, employee, or subcontractor of SirsiDynix, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex or physical handicap directly, indirectly or through contractual or other arrangements.

F. Non-solicitation. For a period of one year following the Effective Date, neither party will solicit for employment directly or through other

parties, without the other party's written permission, any individual employed by the other party.

G. **Compliance.** During the term of this Agreement and for a period of one year following its termination, Customer shall maintain and make available to SirsiDynix records sufficient to permit SirsiDynix or an independent auditor retained by SirsiDynix to verify, upon ten days' written notice, Customer's full compliance with the terms and requirements of this Agreement. Such audit shall be performed during regular business hours. If such verification process reveals any noncompliance by Customer of this Agreement, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process (including, but not limited to the fees of an independent auditor) incurred by SirsiDynix, and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section does not constitute a waiver of SirsiDynix's termination rights.

H. **Notices.** Any notice required or permitted to be sent under this Agreement shall be delivered by hand, by overnight courier, by pdf via email, or by registered mail, return receipt requested, to the address of the Parties first set forth in this Agreement or to such other address of the Parties designated in writing in accordance with this subsection.

I. **Relationship.** This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither Party may bind the other Party or act in a manner which expresses or implies a relationship other than that of independent contractor.

J. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

K. **Survival.** The following provisions will survive any termination or expiration of this Agreement or an Ordering Form: 1, 2B, 2C, 2D, 6C, 7, 8B, 8C, 8F, 9, 10, 12, 13, and 14.

L. **No Waiver.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

M. **Modification.** No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

N. **Section Headings.** Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

O. **Entire Agreement.** This Agreement constitutes the Parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the Parties relating to its subject matter during its term. It also replaces any prior contractual agreements between the Parties for SirsiDynix-provided products and services.

P. **Order of Precedence.** In the event of a conflict between an Ordering Form and this Agreement, this Agreement shall prevail, provided, however, that such standard variable terms such as price, quantity, tax exempt status, payment terms, shipping instructions and the like shall be specified on each Ordering Form. All pre-printed terms of any Purchase Order executed prior to or after this Agreement shall have no effect. In the event of a conflict between the terms of this Agreement and a Third Party EULA, the Third Party EULA will take precedence over the terms of this Agreement in accordance with section 2C.

Q. **Third Party Beneficiaries.** All rights and benefits afforded to SirsiDynix under this Agreement shall apply equally to the owner of the Third Party Software with respect to the Third Party Software, and such third party is an intended third party beneficiary of this Agreement, with respect to the Third Party Software.

R. **Counterparts.** The Parties agree that this Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.

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IN WITNESS WHEREOF, the Parties have caused this Agreement, which shall inure to the benefit of and be binding upon the successors of the respective Parties, to be signed and entered as of the Effective Date.

SIRSIDYNIX

By: _____
(Authorized Signature)

Printed Name: Gary Rautenstrauch

Title: CEO

Date: 27 April 2009

CPC REGIONAL

By: _____
(Authorized Signature)

Printed Name: Jackie B. Beach

Title: Regional Director

Date: 4/15/09