

**SCHEDULE 1**  
**SIRSIDYNIX QUOTE**

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Quote for CPC Regional

CPC Regional

Quote Date: February 4, 2009
Quote: 13999
Quote Valid until: June 10, 2009
License Agreement Number:

For More Information...

Linda Bone
linda.bone@sirsidynix.com

Client Information

Contact Information

Name: Vanessa Mullis
Address:
400 Johnson St
New Bern, North Carolina 28560-4098
United States
Email: vmullis@cpclib.org
Phone: 252 638 7814
Fax: 252 638-7817

Billing Information

Address:
400 Johnson St
New Bern, North Carolina 28560-4098
United States

Shipping Information

Address:
400 Johnson St
New Bern, North Carolina 28560-4098
United States

Cost Summary

Table with 2 columns: Component, Cost. Rows include Subscription (\$59,130.00), Services (\$25,050.00), Hardware (\$0.00), Discount (s) (\$20,100.00), and First Year Costs Total (\$64,080.00).



Quote for CPC Regional

Detailed Cost Information

Investment Proposal		Symphony SaaS		
Number Of Annual Circulation		1,000,001		
Quantity	Item Description	Unit Cost	Extended Cost	2nd Year Maintenance
<b>Subscription:</b>				
1	SaaS User Level – 100 Staff seats	\$0.00	\$0.00	
1	Oracle Embedded SaaS License	\$0.00	\$0.00	
1	SirsiDynix Symphony SaaS Core	\$35,190.00	\$35,190.00	\$24,623.80
1	SirsiDynix Symphony SaaS SmartPORT, Unlimited Users	\$2,120.00	\$2,120.00	\$1,484.00
1	SirsiDynix Symphony SaaS ReferenceLIBRARIAN	\$0.00	\$0.00	
1	Horizon-to-SirsiDynix Symphony SaaS iBistro PAC Option	\$0.00	\$0.00	
1	SirsiDynix Symphony SaaS Acquisitions	\$8,800.00	\$8,800.00	\$6,158.60
1	SirsiDynix Symphony SaaS, 9xx, Per User	\$1,500.00	\$1,500.00	\$1,049.40
1	SirsiDynix Symphony SaaS Electronic Data Interchange (EDI)	\$2,120.00	\$2,120.00	\$1,484.00
1	SirsiDynix Symphony SaaS Serials	\$8,800.00	\$8,800.00	\$6,158.60
2	SirsiDynix Symphony SaaS, PocketCirc Software, Per User	\$300.00	\$600.00	\$424.00
<b>Subscription Subtotal:</b>			<b>\$59,130.00</b>	<b>\$41,382.40</b>
<b>Services:</b>				
1	<b>Data Services - Horizon-to-SirsiDynix Symphony, Crescendo</b> Includes Diagnostic Reports, automated policy extractions/load (includes code mapping), Horizon-to-SirsiDynix Symphony Data Questionnaires, one Data Services one-on-one consulting call (limit 1 hr), Horizon database extractions, conversion programming (includes code mapping), test load, client data review period, a final data consultation call (limit 1 hr) and Production Load.	\$0.00	\$0.00	
1	<b>Consulting - Horizon-to-SirsiDynix Symphony, Crescendo/Virtuoso, Core Implementation and Profiling/Set-up, Distance (Not to Exceed 15 hours)</b> In a series of eight scheduled sessions a SirsiDynix consultant will work with the library project team to provide expert guidance with setting up and configuring a comprehensive, yet concise, policy structure as well as preparing for Go-Live.	\$0.00	\$0.00	
1	<b>Consulting - Horizon-to-SirsiDynix Symphony, Go-Live, On-site, Not to Exceed 3 Days, Travel expenses included</b> The purpose of an On-Site Go Live Consultant visit is to have an expert available to answer questions from members of the library staff, assist the System Administrator and make sure the staff is prepared to handle the day-to-day tasks using the new software. This visit is less structured than the formal training sessions that have already taken place allowing questions to be addressed as they arise. However, portal customizations are not part of a Go-Live Consulting Visit.	\$0.00	\$0.00	
1	<b>Consulting - Horizon-to-SirsiDynix Symphony, SureStart, Distance, 6mo</b> SureStart is a layer of consulting support designed to smooth the transition to a new ILS platform. SureStart is a resource for the entire staff, not just system administrators. SureStart addresses issues outside the scope of Education Services training and Client Care support. Most often SureStart begins when the library goes live. Six	\$0.00	\$0.00	

Quantity	Item Description	Unit Cost	Extended Cost	2nd Year Maintenance
	months of support includes four (NTE 1 hr) weekly calls and five (NTE 2 hrs) monthly calls.			
1	Training - Horizon-to-SirsiDynix Symphony, Crescendo/Virtuoso, Basic/Intermediate Master Coupon Includes an unlimited Basic and Intermediate Master Coupon which can be redeemed for any basic or intermediate distance training class as scheduled on the SirsiDynix training website (valid through 30 days post Go-Live)	\$0.00	\$0.00	
1	Training - Horizon-to-SirsiDynix Symphony, Administration Includes a three-Day Administration Suite Course provided via Distance Training (WebEx) or in the Huntsville office (customer pays for travel + expenses; limit 1 person per library.)	\$0.00	\$0.00	
1	Project Management - ILS - Horizon-to-SirsiDynix Symphony - Crescendo Package	\$0.00	\$0.00	
1	Product Delivery - Horizon-to-SirsiDynix Symphony, Core Software Installation - SaaS Software installation services will be performed remotely. Software installation includes installation of embedded Oracle license, SirsiDynix Symphony, and Public Access Catalog software.	\$0.00	\$0.00	
1	Horizon-to-SirsiDynix Symphony - Crescendo Core License Upgrade Services Package - Full Discount FREE SirsiDynix Symphony software licenses equivalent to current Horizon Core licenses. (Circulation, Cataloging, Pac, Acquisitions, and Serials). FREE embedded Oracle database license (maintenance cost may change)	\$24,750.00	\$24,750.00	
1	Horizon-to-SirsiDynix Symph Addon Mig Proj Mgt Fees, Tier 1 Tier 1 Project Management Fees are applied when transferring existing licenses of the following: Acquisitions, Enriched Content, EnvisionWare, Homebound, Inventory, Media Scheduling, OverDrive eBooks, Reserves, Serials, and SIP.	\$300.00	\$300.00	
<b>Services Subtotal:</b>			<b>\$25,050.00</b>	<b>\$0.00</b>
<b>Hardware:</b>				
1	Dell Training Server - Horizon-to-SirsiDynix Symphony, Crescendo/Virtuoso The training server is delivered to the library with a standard training database already installed. (Limit of 10 users and customer must place server on maintenance if they wish to have it supported). Dell PowerEdge T105 AMD Dual Core Opteron 1210 1.8GHz Processor / 2x1MB Cache 2GB 667MHz DDR2 (2x1GB) Memory 250GB SATA 7,200 rpm 3Gpbs Drive 16X SATA DVD Drive On-Board Single Gigabit Network Adapter USB Keyboard and Mouse 1-year warranty, NBD response (M-F 8am-6pm) 17-inch analog flat panel LCD monitor Windows Server 2003			
<b>Hardware Subtotal:</b>			<b>\$0.00</b>	<b>\$0.00</b>
<b>Subtotal:</b>			<b>\$84,180.00</b>	
<b>Customer Loyalty Discount:</b>			<b>(\$20,100.00)</b>	
<b>Grand Total:</b>			<b>\$64,080.00</b>	

Prices and products presented here are valid for 90 days from the date of this proposal. The information contained herein is proprietary and intended only for the individual named above. To place an order for the above products and/or services, please sign and FAX this document to:

North America: (256) 704-7067

UK: 01494 777 555

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**Brossard Office (Quebec): (450) 445-1217**

**Australia: 61 3 8851 3599**

**Annual Maintenance pricing is provided for budgeting purposes only.  
<End-User Agreement Attached>**

## Other Terms

SirsiDynix may add and/or substitute equivalent products for any third party items in the event of product unavailability, Software requirements and/or model number changes.

Customer's data must be provided to SirsiDynix in a format approved by SirsiDynix or additional data conversion/migration charges will apply. De-duping is the Customer's responsibility, unless stated otherwise in writing.

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

If Customer purchases Hardware, 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 Hardware being purchased by Customer.

## Fees and Payment Terms

Term of any quoted subscriptions is for no less than three (3) years. Subscriptions shall be paid in advance and early termination of any quoted subscription for any reason will incur a reassessment fee of the full amount of the discount on the Quote of the subscription received by the customer plus interest. Reassessment amount will be due within 30 days of early termination. All subscription auto-renew annually after the initial three (3) year term on the date of the signing of the quote unless 60 days prior to termination is received in writing to legal@sirsidynix.com.

The initial term of maintenance and support shall be no less than three (3) years, and shall commence on the Go-Live date. Maintenance and support shall be paid in 12-month installments in advance and shall auto-renew on an annual basis after the initial term. Subsequent years' maintenance and support, subscriptions and SaaS Services fees are to be paid annually in advance on the anniversary of the Go-Live date.

Following the first year of System operation, Support, Subscription, and SaaS subscription fees will be subject to annual increases.

Any discounts that may be listed on this quote will be applied to the final invoice.

### Hardware fees

100% due upon delivery of client SirsiDynix Hardware to Customer

### SirsiDynix Software license fees

100% due upon delivery of client SirsiDynix Software to Customer

### Subscriptions fees

100% of first year's subscription(s) due at Go Live Date

### Support/Maintenance fees

100% of first year's Support due at Go Live Date (unless product is in use by Customer prior to Go Live Date, in which case that Product's Support fees will be due at date of initial use).

### Services

50% due upon completion of first data test load

50% due upon completion of production data load of bibliographic and item records

### Harmony Upgrade Services:

100% due upon completion of production data load of bibliographic and item records

### SaaS, Initial

50% of total for Services and first year subscription fees due upon execution of the Agreement

50% of total for Services and first year subscription fees due upon date of initial live use of SaaS Services

### SaaS Migration

100% of total for Services and first year subscription fees due on date of initial live use of SaaS Services.

\*\*Fees and Payment Terms which do not reflect the services and/or products purchased by the Customer are non-applicable.





## Signatures

CPC Regional

By:

  
(Authorized Signature)

Printed Name:

Jackie B. Beach

Title:

Regional Director

Date:

4/15/09

The above document is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

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**SCHEDULE 2**  
**AUTHORIZATION FOR RELEASE OF DATA INFORMATION**

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### Authorization for Release of Data Information

I, the owning hardware administrator, hereby authorize Sirsi Corporation d/b/a SirsiDynix, with principal offices at 400 West Dynix Drive, Provo, Utah 84604 ("SirsiDynix") and its agents, suppliers, and its subcontractors, to connect and access the current Integrated Library System (ILS) and associated hardware servers. I authorize SirsiDynix to extract all databases, policies and configuration information as required by SirsiDynix for the project. I authorize the transfer of this information to SirsiDynix computers for the purposes of evaluation, conversion, and/or import into the SirsiDynix product. I understand that all data information will only be revealed to agents, suppliers, and subcontractors of SirsiDynix. I understand that no data information will be published to other Customers of SirsiDynix or any unassociated resource without my consent.

While connected to your server, SirsiDynix staff will execute a suite of programs which reads your current databases and creates a text file on your server containing the data in a flat ASCII format. One file is created for each data type to be extracted and/or loaded into your new ILS system. These programs are executed with the lowest possible priority in order avoid interruption with your daily activities. These executables can be run while your current ILS is in operation. Please add notes to the bottom of this form if there are disk drivers or file systems that SirsiDynix staff should use or avoid.

This authorization shall be in force for the duration of the project. I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to my SirsiDynix Project Manager Representative. I understand that SirsiDynix's liability in any matter relating to this project will be limited to the payments made by my organization during the previous 12 months for the product or service which is the subject matter of the claim, and any such liability shall exclude any indirect, special, incidental, exemplary punitive, treble, or consequential damages. I understand that SirsiDynix warrants only that the service shall be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services, which does not mean that the service shall be error free. I understand that SirsiDynix is not responsible for any loss caused by: 1) modifications made to the System by anyone other than SirsiDynix, 2) the combination, operation or use of the System components with any items not supplied by SirsiDynix to Customer, 3) my organization's failure to use any new or corrected versions of the System components made available by SirsiDynix, 4) SirsiDynix's adherence to my organization's specifications or instructions, 5) any deviation by my organization from the SirsiDynix Software operating procedures. I understand that declining access to my current ILS system will cause information loss in the migration to the SirsiDynix ILS product. I understand that SirsiDynix cannot be held liable for the information loss.

Additional Comments Regarding Disk Drivers or File Systems: \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

CUSTOMER INITIAL HERE *JB*  
DATE INITIALED *4/15/09*



1952

THE HISTORY OF THE UNITED STATES

The history of the United States is a story of growth and change. From the first settlers to the present day, the nation has evolved through various stages of development. The early years were marked by exploration and the establishment of colonies. The American Revolution led to the birth of a new nation, and the subsequent years saw the expansion of territory and the growth of industry. The Civil War was a pivotal moment in the nation's history, leading to the abolition of slavery and the strengthening of the federal government. The 20th century brought significant social and economic changes, including the rise of the industrial revolution and the emergence of the United States as a global superpower. Today, the United States continues to play a leading role in the world, facing new challenges and opportunities.

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