⑤SirsiDynix

SAAS SCHEDULE

This SaaS Schedule is made and entered into this **27** day of **April**, 200**9** ("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."

This SaaS Schedule is hereby made part of and incorporated into the Master Software and License Agreement ("Master Agreement") dated **27 April 2009**. All terms used herein and in the Master Agreement, not defined herein, shall have the same meaning as in the Master Agreement. If there is any inconsistency between the terms of this SaaS Schedule and the Master Agreement, the terms of this SaaS Schedule will govern.

1. DEFINITION OF TERMS.

"Access Date" means, with respect to SaaS Services, the date upon which both the loading of Customer's library database onto SirsiDynix's database server has been completed and Customer has initial access to the Hosted Application as part of the SaaS Services.

"SaaS Services" means the provision by SirsiDynix of the Hosted Application from a server farm that is comprised of application, data and remote access servers used to store the Hosted Application and Customer Data, telecommunications equipment, and other hardware necessary to provide Customer with access to the Hosted Application.

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

"Go Live Date" means, the date on which Customer is scheduled in the Installation Timetable set forth in the Ordering Form, to begin using the Hosted Application for normal daily business, including searching the public access catalog and circulating materials.

"Hosted Application" means the SirsiDynix Software hosted by SirsiDynix in connection with the provision of SaaS Services.

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

"Term" means, with respect to SaaS Services orders, the initial period for which the SaaS Services are ordered by Customer, which shall be no less than three (3) years.

"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 SaaS Services.

2. SAAS SERVICES.

A. Services, Term and Renewal. Starting on the Access Date, during the Term, and as long as Customer is current on its payments of SaaS Services fees (as described in the Ordering Form), SirsiDynix shall provide the SaaS Services listed on the Ordering Form.

SaaS Services shall be automatically renewed unless Customer gives written notice 60 days prior to the end of the initial Term or any extension thereof, of its intention to terminate the SaaS Services.

B. License Grant. SirsiDynix grants Customer and its Users the right to access and to use the SaaS Services solely for Customer's business purposes and such access and use is subject to the terms of this Agreement and is expressly limited to the number of Users for which Customer has paid the applicable fees as detailed on the Ordering Form. SirsiDynix further grants Customer a limited, non-exclusive, personal, non-transferable, royalty free license, during the Term to (a) use the Hosted Application solely as part of the SaaS Services in accordance with this Agreement and (b) use the Documentation in connection with such use of the SaaS Services.

C. Access to Services. Customer acknowledges that it is solely responsible for obtaining and maintaining at its own expense, all COE needed to access the SaaS Services, including but not limited to computer and telephony equipment, cabling, software, Internet access and other materials at its facility(ies) necessary to access the SaaS Services.

D. Passwords – Security. SirsiDynix shall issue to Customer, or shall authorize a Customer administrator to issue, a password for each User. Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized User. Customer is entirely responsible for any and all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account (including each password of each user accessing the Services by means of Customer's account) or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. SirsiDynix will maintain Customer passwords as confidential and will not disclose them to third parties.

Customer acknowledges that use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent security precautions and illegally gain access to the Services and Customer Data. Accordingly, SirsiDynix cannot and does not guaranty the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet.

E. Limited License Grant by Customer. Customer agrees that if, in the course of performing the Services, it is necessary or desirable for SirsiDynix to access or use any equipment, software or data then Customer grants to SirsiDynix a non-exclusive, royalty free license, during the Term to use the same solely for the purpose of delivering the Services (including, without limitation and for the avoidance of doubt, Professional Services, Training Services, Support Services, maintenance of the Hosted Applications or preparing for delivery of any such Services). SirsiDynix shall have no right to use the same for any other purpose or at any other time.

F. Acceptable Use. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its Users transmitted through the Services, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer agrees: (i) to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the Services, including without limitation all laws regarding the transmission of technical data exported from the United States through the Services; (ii) not knowingly to upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Services or another's computer; (iii) not to use the Services for illegal purposes; (iv) not to interfere or disrupt networks connected to the Services; (v) not to use monitoring, network analysis or security analysis tools against the SirsiDynix Services, Servers, Firewalls and other networks without the express written consent of SirsiDynix, and then only subject to the rules set forth by SirsiDynix; (vi) not to post, promote or transmit through the Services any unlawful or otherwise objectionable material of any kind or nature; (vii) not to interfere with another entity's use and enjoyment of similar services; (viii) not to engage in surveys, contests, or chain letters or post or transmit unsolicited mass distribution of email; (ix) engage in any activities or actions intended to

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DATE INITIALED _**4/15/09**_

withhold or cloak Customer's or its users' identity or contact information; (x) not to engage in any activities or actions that infringe or misappropriate the Intellectual Property Rights of others; and (xi) not to engage in actions that interfere with reasonable use by other SirsiDynix Customers; (xii) not to engage in the uploading of files or transmission through Services any licensed content or licensed software of any kind; and (xiii) to comply with all regulations, policies and procedures of networks connected to the Services. SirsiDynix may remove any violating content posted on the Services or transmitted through the Services, without notice to Customer.

G. Termination of User Access. SirsiDynix may suspend or terminate any User's access to the SaaS Services upon notice and approval of Customer in the event that SirsiDynix reasonably determines that such User has violated the terms and conditions of this Agreement.

3. SAAS SUPPORT.

Support for SaaS Services shall be provided by SirsiDynix during the Term at no additional charge so long as Customer is current in the payment of the SaaS Services fees. Support will be provided in accordance with SirsiDynix's Support Policies as applicable for SaaS Services, a current version of which can be found at http://clientcare.sirsidynix.com/index.php?goto=Knowledgebase&id=1&desc&cat_id=55. Support of any nature rendered by SirsiDynix hereunder shall be limited to the SaaS Services and shall be contingent upon the proper use of such Services by Customer. It is acknowledged and understood that Support is not intended to supplant Customer's day-to-day operation of its library automation processes or of its duty to provide supervision, control, and management of the use of the SaaS Services. SirsiDynix is under no obligation to resolve problems caused by products for which Customer has not entered into an agreement with SirsiDynix covering such products. Customer requests to SirsiDynix to restore all or part of its SaaS Services due to Customer error or intentional misuse of the SaaS Services will be billed at SirsiDynix's then-current hourly rate.

4. WARRANTY; DISCLAIMER.

A. Warranty. SirsiDynix warrants the SaaS Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services and that the Hosted Application will operate in all material respects in conformity with the Documentation.

B. Remedies. If the Hosted Application does not perform as warranted, 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 this Agreement, and Customer will be entitled to an equitable adjustment in the fees paid for the SaaS Services at SirsiDynix's discretion. In no event will the adjustment in SaaS Services fees exceed the amount of unused prepaid fees paid by Customer to SirsiDynix. 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 SaaS Services, Customer waives all rights for the applicable warranty cure set forth herein.

Customer's exclusive remedy, and SirsiDynix's entire liability, for a breach of the services warranty shall be an equitable adjustment in the fees paid for the SaaS Services, but in no event will the adjustment exceed the amount of unused prepaid fees paid by Customer to SirsiDynix. The preceding warranty cure shall constitute SirsiDynix's

entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

C. Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty set forth in section 4A caused by: (i) modifications made to the SaaS Services (including the Hosted Application) by anyone other than SirsiDynix; (ii) the combination, operation or use of the SaaS Services with any items not supplied by SirsiDynix to Customer; (iii) SirsiDynix's adherence to Customer's specifications or instructions; or (iv) Customer deviating from the Hosted Application operating procedures described in the Documentation.

D. Disclaimer. THE WARRANTY SET FORTH IN SECTION 4A OF THIS SCHEDULE IS 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 SAAS SERVICES ARE 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, AND (iii) 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.

5. INDEMNIFICATION.

SirsiDynix acknowledges that Customer may be subject to legislation prohibiting it from agreeing to indemnify SirsiDynix and acknowledges that such legislation would take precedence over the indemnification provisions of this section.

To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any User's use of the SaaS Services (other than any claim for which SirsiDynix is responsible under the section entitled Indemnification in the Master Agreement); or (ii) Customer or any User has used the SaaS Services in a manner that violates this Agreement. Customer's obligations under this section are contingent upon: (i) SirsiDynix providing Customer with prompt written notice of such claim; (ii) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (iii) Customer having sole authority to defend or settle such claim.

6. LIMITATION OF LIABILITY.

CUSTOMER ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR RESULTS OBTAINED FROM THE USE OF THE SAAS SERVICES AND FOR CONCLUSIONS DRAWN FROM SUCH USE. SIRSIDYNIX SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION PROVIDED TO SIRSIDYNIX BY CUSTOMER IN CONNECTION WITH THE SAAS SERVICES OR ANY ACTIONS TAKEN BY SIRSIDYNIX AT CUSTOMER'S DIRECTION. SIRSIDYNIX SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S OR ANY USER'S USE OF ANY THIRD-PARTY PRODUCTS, SERVICES, SOFTWARE OR WEB SITES THAT ARE ACCESSED VIA LINKS FROM WITHIN THE SAAS SERVICES.

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DATE INITIALED 4/15/09

IN WITNESS WHEREOF, the Parties have caused this Schedule, 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

SAAS SCHEDULE SIGNATURE PAGE

SAAS MIGRATION ORDERING FORM

This Ordering Form is attached to and becomes, upon execution by both parties below, a part of the Master Software License and Services Agreement dated _27 April 2009_.

CUSTOMER INFORMATION

Name: CPC Regional

Contact Name: Vanessa Mullis

Address: 400 Johnson Street, New Bern, NC 28560-4098

E-Mail: vmullis@cpclib.org

Fax: 252-638-7817

Voice: 252-638-7814

SHIPPING AND BILLING INFORMATION

"Ship to" address:

400 Johnson Street
New Bern, NC 28560-4098

"Bill to" (if different):

Shipping Terms:

FOB Shipment

DESCRIPTION OF ITEMS AND SERVICES BEING PURCHASED/LICENSED:

For the complete list of items and services to be delivered under this Ordering Form, please see Schedule 1 — SirsiDynix quote dated 4 February 2009, attached hereto and incorporated herein by reference.

HARDWARE

Equipment not expressly designated in Schedule 1 shall be provided by the Customer.

LICENSE PERIOD

SirsiDynix Software: Perpetual

Third Party Software: As granted in the applicable EULA.

LICENSE SCOPE, USE AND RESTRICTIONS

Pricing for license and support is based on number of titles or annual circulation. Pricing for Academic, Special, and School SaaS users is based on the number of titles with staff user limits. Pricing for Public SaaS users is based on annual circulation with staff user limits. Should these variables increase, support fees for the customer will be subject to potential increases at the then current pricing.

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 this Ordering Form.

"Go Live" or "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.

For terms and conditions regarding SirsiDynix' connection to Customer's server, see Schedule 2 – Authorization for Release of Data Information, attached hereto and incorporated herein by reference.

FEES AND PAYMENT TERMS

Subsequent years' Support, Subscription and SaaS Subscription fees are to be paid in advance as invoiced. Invoicing shall occur semi-annually. Customer agrees to pay SirsiDynix' standard 2% surcharge on each invoice for custom invoicing.

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

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DATE INITIALED _4/15/09_