

Terms and Conditions

Other Terms

SirsiDynix SaaS Services are based upon annual circulation and Staff Users. You may use the SaaS Services for up to 910,000 annually circulated items and up to 50 Staff Users; an increase in either circulation or Staff Users requires additional licensing fees.

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.

SirsiDynix Professional Services performed by way of remote network access require ssh (Unix/Linux), Remote Desktop (Windows) or unattended Logmein Rescue (Windows) access for the duration of the project. The library may limit connectivity to the SirsiDynix Corporate IP address or implement a Cisco AnyConnect VPN tunnel. Other remote connectivity options may incur additional fees, onsite travel fees or void the ability of SirsiDynix to perform the project. A full description can be found in the Access Requirement for Support Guide on our customer support website.

"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.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

Payment Terms

The term of any quoted products is for no less than two (2) years. Subsequent years' Maintenance and Subscription fees are to be paid annually in advance. Following the first year of System operation, Maintenance and Subscription fees will be subject to annual increases. Any discounts that may be listed on this quote will be applied to the final invoice. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

Third Party Products/Software license fees

- 100% due upon installation of third party products/software on Customer's system

SirsiDynix Software license fees

- 100% due upon installation of client SirsiDynix Software on Customer's system

Subscriptions fees

- 100% of first year's Subscription(s) due at installation

Maintenance fees

- 100% of first year's Maintenance due at installation of Software

Services/Training

- 50% due upon completion of first data test load, where a test load is part of the services
- 100% of the remainder due upon completion of services/training

This quote is hereby fully incorporated into the Master Agreement

The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Sirsi Corporation Copyright 2017 – All Rights Reserved.

Terms and Conditions

SaaS Migration

- 100% of total for Services and first year Subscription fees due on date of initial live use of SaaS Services.
Payment/Invoices while Migrating to the Cloud/SaaS - During the transition from a locally hosted system to a Cloud/SaaS services, annual Maintenance for the locally hosted system must be timely paid for the entire invoiced period to avoid interruption in receiving support and updates. Once your Cloud/SaaS services "Go Live," SirsiDynix will issue a pro rata credit for the unused portion of the previously paid Maintenance to be used against future billings.

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

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the Products and/or services mentioned in this quote. This document and any software or professional services associated with this document are 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.

This quote is hereby fully incorporated into the Master Agreement

The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Sirsi Corporation Copyright 2017 – All Rights Reserved.



Terms and Conditions

Customer Signature:

City of League City - Helen Hall Library

By: _____
(Authorized Signature)

Name: _____
(Printed)

Job Title: _____

Date: _____

Billing Address:

**City of League City - Helen Hall Library
100 W. Walker
League City
Texas 77573
United States**



SirsiDynix®

2020 SOLE SOURCE AFFIDAVIT

Re: Sole Source for BLUECloud Products

This letter is to confirm that Sirsi Corporation d/b/a SirsiDynix ("SirsiDynix") is the developer and/or sole source provider for all SirsiDynix software and specialized services. The SirsiDynix Universal Admin, Cataloging, Circulation, Acquisitions, Serials, MobileCirc, Analytics, eResource Central, Global Vendor Access, Global Title Lists, Community Funded Services, Enterprise, Portfolio, BLUEcloud PAC, Social Library, BLUEcloud Mobile, BookMyne, and BookMyne + ("BLUECLOUD PRODUCTS") products were developed at private expense by SirsiDynix. BLUECLOUD PRODUCTS are proprietary software products that are only available from SirsiDynix and SirsiDynix retains the exclusive trademark, copyright, trade secret and/or patent rights to the BLUECLOUD PRODUCTS. The BLUECLOUD PRODUCTS are provided only to those users that have signed a licensing agreement, therein agreeing to protect the confidentiality of the proprietary information and trade secrets of SirsiDynix' BLUECLOUD PRODUCTS. SirsiDynix has sole knowledge of the development of the software and certain configuration requirements that are exclusive to the BLUECLOUD PRODUCTS. Consequently, only SirsiDynix is able to sell and maintain the software as well as continue to make further enhancements in the BLUECLOUD PRODUCTS.

SirsiDynix is the library automation vendor for the Library pursuant to an agreement that has been signed by both parties. As such, SirsiDynix provides maintenance and support for the complete system for the library. As software is added to the system, SirsiDynix requires that the library software and specialized services be purchased directly from SirsiDynix in order to ensure continued support and compatibility of the new software with the existing system.

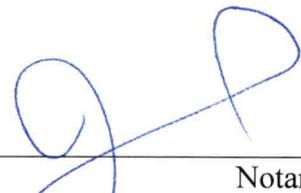
Dated this 9th day of January, 2020


Daniel Munro
General Counsel, SirsiDynix

Subscribed and sworn to before me this 9th day of January, 2020, by Daniel Munro.

COUNTY OF UTAH)
: §
STATE OF UTAH)




Notary Public



2020 SOLE SOURCE AFFIDAVIT

Re: Sole Source for Symphony SaaS

This letter is to confirm that Sirsi Corporation d/b/a SirsiDynix ("SirsiDynix") is the developer and/or sole source provider for all SirsiDynix software and specialized services. The SirsiDynix SYMPHONY SaaS ("SYMPHONY") product was developed at private expense by SirsiDynix. SYMPHONY is a proprietary software product that is only available from SirsiDynix and SirsiDynix retains the exclusive trademark, copyright, trade secret and/or patent rights to the SYMPHONY software. The SYMPHONY software is provided only to those users that have signed a licensing agreement, therein agreeing to protect the confidentiality of the proprietary information and trade secrets of SirsiDynix' SYMPHONY software. SirsiDynix has sole knowledge of the development of the software and certain configuration requirements that are exclusive to the SYMPHONY software. Consequently, only SirsiDynix is able to sell and maintain the software as well as continue to make further enhancements in the SYMPHONY software.

SirsiDynix is the library automation vendor for the Library pursuant to an agreement that has been signed by both parties. As such, SirsiDynix provides maintenance and support for the complete system for the library. As software is added to the system, SirsiDynix requires that the library software and specialized services be purchased directly from SirsiDynix in order to ensure continued support and compatibility of the new software with the existing system.

Dated this 9th day of January, 2020

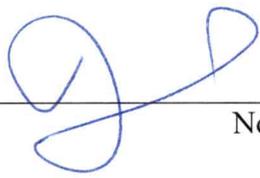


Daniel Munro
General Counsel, SirsiDynix

Subscribed and sworn to before me this 9th day of January, 2020 by Daniel Munro.

COUNTY OF UTAH)
) : §
STATE OF UTAH)





Notary Public

SirsiDynix Component Descriptions for Hellen Hall Library

SirsiDynix Symphony SaaS Core

SirsiDynix Symphony's Core Package includes Cataloging, Circulation, and Public Access modules. Additional functions include: utilization of an Oracle database, a Z39.50 server, Authority Control, Backup Circulation, and Reports.

Authority Control: Links authority-controlled bibliographic headings with corresponding authority records through an ANSI-standard thesaurus.

SirsiDynix Symphony complies with Bath Profile release 1.0 and most of release 2.0 Functional Area A. We comply with Release 1.0 of Functional Area B. SirsiDynix Symphony complies with Z39.50 Level Three (client and server), provides broadcast searching as a standard, and complies with Bath Profile Level One.

SirsiDynix Symphony SaaS 9xx, Per User

9XX Order Interface automatically loads bibliographic and order information from online acquisitions systems.

SirsiDynix Symphony SaaS Acquisitions

SirsiDynix Symphony Acquisitions provides efficient online tracking of materials from ordering through claiming, receiving, invoicing, and processing. Firm orders, gifts, subscriptions, approval, and standing orders are all easily accommodated and can be tracked separately or together.

SirsiDynix Symphony SaaS Electronic Data Interchange (EDI)

EDI X-12: SirsiDynix supports all transactions formats currently adopted by SISAC (Claims/Claim Response / Invoice /Dispatch Information/Functional Acknowledgment). SirsiDynix Symphony can electronically transmit and receive information in these formats using X12. EDI (Electronic Data Interchange) allows libraries to communicate with vendors to transfer ordering, invoicing, or subscription information between computers.

SirsiDynix eResource Central Gateway Services, Annual Subscription

eResource Central Gateway Services provides eBook integration which allows libraries to provide seamless access to all library resources via a single user interface.

Open Library and Project Gutenberg content is available and included with this service.

SirsiDynix eRC Connector for OverDrive, Annual Subscription

Provides access through SirsiDynix eResource Central Gateway Services to the approved content of one OverDrive main account.

It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

SirsiDynix eRC Connector for OverDrive Advantage, Annual Subscription

Provides access through SirsiDynix eResource Central Gateway Services to the approved content

of one OverDrive Advantage account.

It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

SaaS Enterprise Annual Subscription

SirsiDynix Enterprise is a state-of-the-art faceted search solution that empowers libraries to make their collections more searchable and discoverable than ever before. Capitalizing on fuzzy search logic technology never before available to libraries, SirsiDynix Enterprise delivers leading-edge faceted search capabilities, simplified search interfaces, and much more.

SirsiDynix SMS Notification for Symphony SaaS, Annual Subscription - 10K Message Package

Subscription to the SMS Notification feature requires your ILS system to be on SirsiDynix Symphony 3.4.1 Patch Cluster 1 or above.

Up to 10,000 messages included per year. Additional messages used, if allowed, will be deducted from the subsequent subscription package purchased. Messages not used at annual renewal will be forfeit.

You may change the subscribed package to increase or decrease the number of messages at annual renewal time.

SirsiDynix Symphony SaaS Serials

SirsiDynix Symphony Serials manages the prediction, receipt, and routing of all serial subscriptions, generating and maintaining a separate MARC holdings record for each subscription. Managing orders and renewals are fully integrated with SirsiDynix Symphony Acquisitions. As the library receives individual issues, Serials automatically predicts the next expected issue based on the serials publication pattern. Combined issues, special issues, missing issues, or other irregularities are handled easily and efficiently. Basic Serials Binding functionality is included in this package.

SirsiDynix Symphony SaaS Universal SIP2

SirsiDynix Certified Solutions Providers offer SIP2-certified products to our customers. We certify that their products are compliant. This interface price encompasses all SirsiDynix Certified SIP2 vendors.

BLUEcloud Visibility, Annual Subscription

BLUEcloud Visibility makes libraries' collections visible and searchable on the open Web through Linked Data technologies, specifically BIBFRAME. SirsiDynix makes MARC 21 data accessible to search engines like Google and Bing, so library collections can be searched on the Web and geographically located thus meeting library users wherever they are.

BLUEcloud Visibility has the potential to place library records in front of thousands of new eyes every day. The most important way that a library can expose its bibliographic data and resources on the open web is by breaking free of the constraints of the MARC format. BLUEcloud Visibility is a product that includes; transforming MARC21 records to BIBFRAME, establishing links between bibliographic data elements and open Web data, and associating the globally-linked data with

your catalog records and public discovery page. With BLUEcloud Visibility, a library's collections are positioned with open, global standardized ontologies. The web of data includes key identifiers that link to other works, websites, and resources dealing with that subject.

BLUEcloud Visibility takes the mystery and complexity out of linked data. In order to reap the benefits of eyeshare and mindshare, placing your library in front of the eyes of your community members, you do not need to make massive investments in search engine optimization, understand all the intricacies of web development, or reconstruct your entire library database. You simply need to allow SirsiDynix to convert your records to their link data elements.