

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 shall not be used by the library named above and not to be released

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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 incorporated into the Master Agreement

The above "Master Agreement" is the sole and exclusive agreement between SirsiDynix and the Library named above and not to be released

to any other party without the written consent of SirsiDynix

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**

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.

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