

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

SIXTH ADDENDUM TO BIBLIOTHECA MAINTENANCE AND SUPPORT SERVICE AGREEMENT

THIS SIXTH ADDENDUM ("Sixth Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Bibliotheca, LLC ("BIBLIOTHECA"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

THAT, WHEREAS, the parties have executed and accepted that certain Addendum to Bibliotheca Maintenance and Support Service Agreement on or about February 6, 2018, and as amended/renewed on or about January 15, 2019, December 10, 2019, January 5, 2021, and December 21, 2021 (collectively the “Agreement”), and fully incorporated by reference, for hardware and software maintenance and support services related to library computer workstations and systems (collectively the “Services”); and

WHEREAS, Bibliotheca is the sole source provider of the Services as indicated by the letter attached hereto as Exhibit "A" and incorporated fully by reference; and

WHEREAS, the parties now desire to renew the Agreement for an additional term; and

NOW, THEREFORE, in consideration of the foregoing, the Agreement between the County and BIBLIOTHECA is hereby amended as follows:

1. **Scope of Services.** County shall renew the annual support and maintenance services provided by BIBLIOTHECA as detailed in the Service & Maintenance/Extended Warranty Quote (Quote Number: QUO-US07786), attached as Exhibit “B”, and incorporated fully by reference.
2. **Term.** This Agreement shall renew and is effective as of November 17, 2022, and shall expire no later than November 16, 2023, unless terminated sooner pursuant to this Agreement. This Agreement shall not automatically renew, but may renew upon written agreement of the parties.
3. **Limit of Appropriation.** BIBLIOTHECA clearly understands and agrees, such understanding and agreement being of the absolute essence of this Sixth Addendum, that County shall have available the total maximum sum of Sixty-Six Thousand, Eight and 00/100 dollars (\$66,008.00), specifically allocated to fully discharge any and all liabilities County may incur. BIBLIOTHECA does further understand and agree, said understanding an agreement also being of the absolute essence of this Sixth Addendum, that the total maximum compensation that BIBLIOTHECA may become entitled to and the total maximum sum that County may become liable to pay to BIBLIOTHECA shall not under any conditions, circumstances, or interpretations thereof exceed Sixty-Six Thousand, Eight and 00/100 dollars (\$66,008.00).
4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. BIBLIOTHECA may submit invoice(s) electronically in a form

acceptable to County via: apauditor@fortbendcountytexas.gov. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

5. **Confidential Information.** BIBLIOTHECA expressly acknowledges that County is subject to the Texas Public Information Act, Tex. Gov't. Code Ann. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement or the Six Addendum to the contrary, County will make any information related to the Agreement and Sixth Addendum, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by BIBLIOTHECA shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Sixth Addendum are not proprietary or confidential information.
6. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
7. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless BIBLIOTHECA for any reason are hereby deleted.
8. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by BIBLIOTHECA in any way associated with the Agreement.
9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, BIBLIOTHECA hereby verifies that BIBLIOTHECA and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating

to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, BIBLIOTHECA does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, BIBLIOTHECA does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, BIBLIOTHECA does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, BIBLIOTHECA ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

11. **Insurance.**

- A. Prior to commencement of the Services, BIBLIOTHECA shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. BIBLIOTHECA shall provide certified copies of insurance endorsements and/or policies if requested by County. BIBLIOTHECA shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. BIBLIOTHECA shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- 1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 - B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of BIBLIOTHECA shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
 - C. If required coverage is written on a claims-made basis, BIBLIOTHECA warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
 - D. BIBLIOTHECA shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
 - E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
 - F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the BIBLIOTHECA.
12. **Personnel.** BIBLIOTHECA represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the services required under this Agreement and that BIBLIOTHECA shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the services when and as required and without delays.

All employees of BIBLIOTHECA shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of BIBLIOTHECA or agent of BIBLIOTHECA who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the services required under this Agreement.

When performing services on-site at the County, BIBLIOTHECA shall comply with, and ensure that all BIBLIOTHECA Personnel comply with, all rules, regulations and policies of County that are communicated to BIBLIOTHECA, including security procedures concerning systems and data and remote access thereto, building security procedures,

including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

13. **Remote Access.** As applicable, if BIBLIOTHECA requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of BIBLIOTHECA's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before BIBLIOTHECA is granted remote access to County Systems:

- (A). BIBLIOTHECA will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
- (B). BIBLIOTHECA will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. BIBLIOTHECA will not access County Systems via unauthorized methods.
- (C). BIBLIOTHECA's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
- (D). Remote access is restricted only to County Systems necessary for BIBLIOTHECA to conduct their services and/or provide Services to County pursuant to this Agreement.
- (E). BIBLIOTHECA will allow only its Workforce approved in advance by County to access County Systems. BIBLIOTHECA will promptly notify County whenever an individual member of BIBLIOTHECA's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. BIBLIOTHECA will keep a log of access when its Workforce remotely accesses County Systems. BIBLIOTHECA will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- (F). If any member(s) of BIBLIOTHECA's Workforce is provided with remote access to County Systems, then BIBLIOTHECA's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of BIBLIOTHECA to comply with this Section may result in BIBLIOTHECA and/or BIBLIOTHECA's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for BIBLIOTHECA, is under the direct control of BIBLIOTHECA, whether or not they are paid by BIBLIOTHECA and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program

listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

14. **Conflict.** All terms and conditions of the Agreement not modified herein remains in full force and effect. In the event there is a conflict between this Sixth Addendum and the attached Exhibit, this Sixth Addendum controls to the extent of the conflict. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
15. **Compliance with Laws.** BIBLIOTHECA shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, BIBLIOTHECA shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
16. **Understanding, Fair Construction.** By execution of this Renewal, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Renewal. This Renewal, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
17. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
18. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
19. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this Sixth Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Sixth Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED:

Robyn Doughtie

Information Technology Director

BIBLIOTHECA, LLC

Michael Burstein

Authorized Agent – Signature

Michael Burstein
Authorized Agent- Printed Name

CFO

Title

10/18/22

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E. Sturdivant, County Auditor

Exhibit A: Sole Source Letter; and

Exhibit B: BIBLIOTHECA's Service & Maintenance/Extended Warranty Quote (Quote Number: QUO-US07786)

EXHIBIT A

10/11/2022

Sarah Sanchez
Fort Bend County Library
301 Jackson St. Suite 201
Richmond, TX 77469

RE: Bibliotheca Sole Source Letter

Dear Sarah:

This sole source letter is to confirm that Bibliotheca provides certain products that are unique to the library market, and as such, can only be supported and maintained by Bibliotheca technicians for optimal performance and durability.

Furthermore, the costs associated with continuing to use Bibliotheca as your support and maintenance provider are significantly less, as Bibliotheca technicians would not require any additional training and would already have the required parts and tools.

Sincerely,

Mary K Zilles, VP of Business Development & Sales Administration
m.zilles@bibliotheca.com | 678-336-7980 X 310
3169 Holcomb Bridge Road, Suite 200
Norcross, GA 30071

EXHIBIT B

Service & Maintenance/Extended Warranty Quote

Bill To

Mai Nguyen
Fort Bend County Auditor
1003 Golfview Dr
Richmond TX 77469
United States

Ship To

Mai Nguyen
Fort Bend County Auditor
1003 Golfview Dr
Richmond TX 77469
United States

Quote

QUO-US07786

Date

09/20/2022

Customer:

C0000082-US

Payment Terms:

Net 30 Days

Quote Expiration:

12/19/2022

Contract Number:

US--147562-Y7Y4

Term:

11/17/2022 - 11/16/2023

Item	Quantity	Net Price	Net Extended
RFID 9102DM Detection System 91202445 Fort Bend County Library - Cinco Ranch Branch Library November 17, 2022 - November 16, 2023	1	1,949.00	1,949.00
selfCheck 500D desktop kiosk B17216 Fort Bend County Library - Cinco Ranch Branch Library November 17, 2022 - November 16, 2023	1	1,299.00	1,299.00
selfCheck 500D desktop kiosk B17217 Fort Bend County Library - Cinco Ranch Branch Library November 17, 2022 - November 16, 2023	1	1,299.00	1,299.00
selfCheck 500D desktop kiosk B17226 Fort Bend County Library - Cinco Ranch Branch Library November 17, 2022 - November 16, 2023	1	1,299.00	1,299.00
RFID 9102DM Detection System 91203219 Fort Bend County Library - Missouri City Branch Library November 17, 2022 - November 16, 2023	1	1,949.00	1,949.00
selfCheck 500D desktop kiosk B15137 Fort Bend County Library - Missouri City Branch Library November 17, 2022 - November 16, 2023	1	1,299.00	1,299.00
selfCheck 500D desktop kiosk B15138 Fort Bend County Library - Missouri City Branch Library November 17, 2022 - November 16, 2023	1	1,299.00	1,299.00

Item	Quantity	Net Price	Net Extended
selfCheck 500D desktop kiosk INT13667 Fort Bend County Library - Sugar Land Branch Library November 17, 2022 - November 16, 2023	1	1,299.00	1,299.00
selfCheck 500D desktop kiosk INT13764 Fort Bend County Library - Sugar Land Branch Library November 17, 2022 - November 16, 2023	1	1,299.00	1,299.00
RFID 9102DM Detection System 91203320 Fort Bend County Library - Sugar Land Branch Library November 17, 2022 - November 16, 2023	1	1,949.00	1,949.00
selfCheck 500D desktop kiosk B17091 Fort Bend County Library - Sienna Branch Library November 17, 2022 - November 16, 2023	1	1,299.00	1,299.00
selfCheck 500D desktop kiosk B17097 Fort Bend County Library - Sienna Branch Library November 17, 2022 - November 16, 2023	1	1,299.00	1,299.00
RFID 9102BC Detection System 91203357 Fort Bend County Library - Sienna Branch Library November 17, 2022 - November 16, 2023	1	1,949.00	1,949.00
selfCheck 500D desktop kiosk B14977 Fort Bend County Library - Sienna Branch Library November 17, 2022 - November 16, 2023	1	1,299.00	1,299.00
selfCheck 500D desktop kiosk B14975 Fort Bend County Library - Sienna Branch Library November 17, 2022 - November 16, 2023	1	1,299.00	1,299.00
selfCheck 500D desktop kiosk B15215 Fort Bend County Library - Mission Bend November 17, 2022 - November 16, 2023	1	1,299.00	1,299.00
selfCheck 500D desktop kiosk B15216 Fort Bend County Library - Mission Bend November 17, 2022 - November 16, 2023	1	1,299.00	1,299.00
selfCheck 500D desktop kiosk B15217 Fort Bend County Library - Mission Bend November 17, 2022 - November 16, 2023	1	1,299.00	1,299.00
RFID 9102DM Detection System 91203218 Fort Bend County Library - Mission Bend November 17, 2022 - November 16, 2023	1	1,949.00	1,949.00

Item	Quantity	Net Price	Net Extended
8422 SelfCheck 84221557 Fort Bend County Library - First Colony Branch Library November 17, 2022 - November 16, 2023	1	1,499.00	1,499.00
8422 SelfCheck 84221555 Fort Bend County Library - First Colony Branch Library November 17, 2022 - November 16, 2023	1	1,499.00	1,499.00
RFID 9103DM Detection System 91302922 Fort Bend County Library - First Colony Branch Library November 17, 2022 - November 16, 2023	1	2,399.00	2,399.00
8422 SelfCheck 84220281 Fort Bend County Library - University Branch Library November 17, 2022 - November 16, 2023	1	1,499.00	1,499.00
RFID 9102BC Detection System 91200227 Fort Bend County Library - University Branch Library November 17, 2022 - November 16, 2023	1	1,949.00	1,949.00
8422 SelfCheck 84220933 Fort Bend County Library - George Memorial Library November 17, 2022 - November 16, 2023	1	1,499.00	1,499.00
8422 SelfCheck 84220932 Fort Bend County Library - George Memorial Library November 17, 2022 - November 16, 2023	1	1,499.00	1,499.00
RFID 9102DM Detection System 91201738 Fort Bend County Library - George Memorial Library November 17, 2022 - November 16, 2023	1	1,949.00	1,949.00
8422 SelfCheck 84220934 Fort Bend County Library - George Memorial Library November 17, 2022 - November 16, 2023	1	1,499.00	1,499.00
selfCheck 500D desktop kiosk B15140 Fort Bend County Library - Missouri City Branch Library November 17, 2022 - November 16, 2023	1	1,299.00	1,299.00
selfCheck 500D desktop kiosk B15214 Fort Bend County Library - Mission Bend November 17, 2022 - November 16, 2023	1	1,299.00	1,299.00
selfCheck 500D desktop kiosk B14979 Fort Bend County Library - Sienna Branch Library November 17, 2022 - November 16, 2023	1	1,299.00	1,299.00

Item	Quantity	Net Price	Net Extended
selfCheck 500D desktop kiosk B17240 Fort Bend County Library - Cinco Ranch Branch Library November 17, 2022 - November 16, 2023	1	1,299.00	1,299.00
8422 SelfCheck 84221556 Fort Bend County Library - First Colony Branch Library November 17, 2022 - November 16, 2023	1	1,499.00	1,499.00
RFID 9102DM Detection System 91203191 Fort Bend County Library - Mamie George Branch Library November 17, 2022 - November 16, 2023	1	1,949.00	1,949.00
RFID 9102DM Detection System 91203384 Fort Bend County Library - Albert George Library November 17, 2022 - November 16, 2023	1	1,949.00	1,949.00
RFID 9102DM Detection System 91203318 Fort Bend County Library - Bob Lutts Fulshear - Simonton Branch Library November 17, 2022 - November 16, 2023	1	1,949.00	1,949.00
selfCheck 500D desktop kiosk INT13770 Fort Bend County Library - Sugar Land Branch Library November 17, 2022 - November 16, 2023	1	1,299.00	1,299.00
8422 SelfCheck 84220282 Fort Bend County Library - University Branch Library November 17, 2022 - November 16, 2023	1	1,499.00	1,499.00
RFID 9102BC Detection System 91200226 Fort Bend County Library - University Branch Library November 17, 2022 - November 16, 2023	1	1,949.00	1,949.00
RFID 9102DM Detection System 91201737 Fort Bend County Library - George Memorial Library November 17, 2022 - November 16, 2023	1	1,949.00	1,949.00
RFID 9102DM Detection System 91201736 Fort Bend County Library - George Memorial Library November 17, 2022 - November 16, 2023	1	1,949.00	1,949.00
Enterprise - Command Center (up to 50 Licenses) 90100171 Fort Bend County Library - George Memorial Library November 17, 2022 - November 16, 2023	1	1,599.00	1,599.00
Total:			66,008.00
Currency:			US Dollar

Terms and Conditions

WHAT WE WILL DO:

Hardware: In consideration of payment of the agreement price, and according to service level purchased, Bibliotheca will furnish labor and replacement parts necessary to maintain the Equipment specified in this agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by an authorized Bibliotheca Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. Bibliotheca agrees to provide:

- On-site remedial maintenance during On-Site Coverage Hours (except for depot repair agreements) When Bibliotheca is notified that the Equipment is not in good working order. Bibliotheca will provide a toll-free telephone number for Customer to place, and Bibliotheca will receive equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
- All labor, service parts and Equipment modifications Bibliotheca deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, Bibliotheca reserves the right to replace the entire unit with new equipment or equipment of equal quality when Bibliotheca determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of Bibliotheca.

Software: In consideration of payment of the agreement price, Bibliotheca will furnish over-the-phone software support and remote troubleshooting of the Bibliotheca Software specified in this agreement as well as updates necessary to maintain the Bibliotheca Software specified in this agreement in proper operating condition during the term of this agreement, provided that the Bibliotheca Software is installed and used as directed. Bibliotheca agrees to provide:

- All software configuration modifications Bibliotheca deems necessary to maintain the Bibliotheca Software in good working order
- Bibliotheca Software updates
- Internet Filter list updates (as applicable)
- A toll-free telephone number for Customer to place and Bibliotheca to receive software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during Bibliotheca Software Support Coverage Hours in the order they were received.

WHAT IS NOT COVERED: The basic maintenance fee does not include and Bibliotheca is not obligated to provide or perform repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow Bibliotheca's published operating instructions; (vi) modification, service or repair of the Equipment by other than Bibliotheca authorized personnel; (vii) use of Equipment for purposes other than for which designed; (viii) painting or refinishing the equipment; (ix) relocation of the equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of equipment for any reason; (xiii) restoration of Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by Bibliotheca or its authorized distributor(s), (xv) modification, or repair of the Bibliotheca Software by other than Bibliotheca authorized personnel; (xvi) use of the Bibliotheca Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non- Bibliotheca Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection. (xix) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

RENEWAL: This agreement is NOT automatically renewable. If a renewal agreement is offered by Bibliotheca, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

Submit Purchase Order by fax to 1-877-689-2269 or by email to service-renewals-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____