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AMIGOS LIBRARY SERVICES

14400 MIDWAY ROAD DALLAS, TX 75244 UNITED STATES OF AMERICA (800)-843-8482 TX. VENDOR I.D. # 75-1627097 F.I.N. # 75-1627097 **INVOICE NO: 216915**

DATE: 6/25/2009

YOUR ORDER NO:

PAGE NO: 1

FTX01
PATTY GONZALES
FORT BEND COUNTY LIBRARIES
GEORGE MEMORIAL LIBRARY
1001 GOLFVIEW DR
RICHMOND, TX 77469-5199

REMIT TO: Amigos Library Services P.O. Box 678113 Dallas, Texas 75267-8113

DESCRIPTION	LIB	QUANTITY	UNIT PRICE	AMOUNT
OCLC Services				
Deposit		1.0000	30,000.0000	30,000.00
OCLC Services 7/1/09-6/30/10				

SALES TAX FREIGHT 0.00

NET DEDUCTION FROM DEPOSIT ACCOUNT

30,000.00





FY2010 OCLC Cataloging Subscription Renewal Notice

March 16, 2009

FORT BEND CNTY LIBR OCLC Symbol: FTX

Effective July 1, 2009, your existing OCLC Cataloging subscription will renew automatically for the period of July 1, 2009 - June 30, 2010 at the same frequency you have been billed during the current fiscal year.

You are currently part of the Texas Group for OCLC Resource Sharing. Pricing for the Texas Group, including Access fees, will be available later this spring. In the meantime, we are providing this notice about your cataloging services. The Texas State Library and Archives Commission has informed Amigos that it intends to continue funding OCLC Resource Sharing subscriptions for the Texas Group in FY2010. As in the past, your library will be responsible for the Access fees.

This is not an invoice. Billing information will be forthcoming from the Amigos Business and Accounting Department. This is not the final notice; your library will be responsible for additional fees.

FY2010 Cataloging Subscription price:

\$21,263.43

FY2010 WorldCat Resource Sharing Subscription price funded by TSLAC

FY2010 Access Subscription price

to be provided at a later date

Please note: The FY2010 subscription prices do not include deductions for cataloging credit activity. Cataloging credits are invoiced on a transaction basis, as the credit activity occurs. To help you estimate the credits for FY2010, your cataloging credits during the past 12 months totaled \$2,283.30. In the past, Amigos has provided product code detail on your renewal notice. If you would like this information, please contact the Amigos Support Desk.

To cancel a subscription or make changes to the billing frequency, send an e-mail to the Amigos Support Desk at amigos@amigos.org by June 1, 2009.

The Amigos Support Desk will be happy to answer questions and offer further guidance about this renewal information. Please call 1-800-843-8482 ext. 2863 or send e-mail to amigos@amigos.org.

To review OCLC Cataloging Subscription Pricing Option Terms and Conditions, go to: http://www.oclc.org/support/forms/pdf/catsub_terms.pdf

OCLC CATALOGING SUBSCRIPTION PRICING OPTION TERMS AND CONDITIONS

The terms and conditions set forth herein (these "Terms") describe the respective responsibilities and duties of OCLC Online Computer Library Center, Inc. ("OCLC"), the OCLC-affiliated Regional Service Provider ("RSP") identified on the front of this order form ("Order Form"), if any, and the institution identified on the front of this Order Form ("Subscriber") with respect to Subscriber's order ("Order") of the OCLC Cataloging Subscription Pricing option (as defined below).

1. OCLC Cataloging Subscription Pricing.

"OCLC Cataloging Subscription Pricing" means a pricing option made generally available to all OCLC Governing Members and Members (as those terms are defined and described in OCLC's Code of Regulations) that permits each such Governing Member and Member to obtain access to OCLC's cataloging system, and various products and services, on an annual subscription basis, rather than on the traditional per-transaction basis. For purposes of these Terms, the annual price for such access shall be referred to as the "Subscription Price".

Subscriber's Subscription Price for the Initial Term (as defined below) will be determined by OCLC and RSP, and will be based on Subscriber's specific OCLC usage history or, for new OCLC cataloging users, on OCLC's applicable price list. (Please note that Access and User Support fees also apply separately from the Subscription Price.). The Subscription Price is subject to increase by OCLC and RSP each Renewal Term, not to exceed an amount for each Renewal Term equal to five percent (5%) of the previous year's Subscription Price. The Subscription Price is intended to be representative of Subscriber's normal cataloging activity. Notwithstanding anything in these Terms to the contrary, OCLC reserves the right to review Subscription Price quotes with RSP and adjust the Subscription Price at any time (i.e., during the Initial Term or any Renewal Term) to a level consistent with Subscriber's normal cataloging activity.

The Subscription Price will apply only to activity under specified OCLC product codes, as established by OCLC. These product codes will be provided to Subscriber by OCLC and/or RSP annually along with the Subscription Price for the upcoming Renewal Term. Any additional restrictions established by OCLC and RSP from time-to-time that will apply will also be communicated to Subscriber at such time.

During the Initial Term and Renewal Terms, Subscriber will be billed as described in Section 2.B.ii. below, and will not be billed on a transaction basis or a fixed-fee basis for activity under the applicable product codes.

2. Terms for OCLC Cataloging Subscription Pricing.

- A. General. Except as otherwise provided and set forth in these Terms, Subscriber's access to and use of OCLC's online cataloging system and specified products and services subject to OCLC Cataloging Subscription Pricing shall be governed by and subject to the terms, conditions, and restrictions set forth in Subscriber's agreement(s) with OCLC and/or RSP for the use of such system, products and services (hereinafter collectively referred to as the "Agreement").
- B. Specific Additional Terms. In addition to the terms set forth in the Agreement, the following additional terms, conditions, and restrictions shall apply to Subscriber's OCLC Cataloging Subscription Pricing; in the event of a conflict between these additional terms, conditions, and restrictions and the Agreement with regard to access to and use of OCLC's online cataloging system and specified products and services subject to OCLC Cataloging Subscription Pricing, the following terms, conditions and restrictions shall take precedence:

i. Term.

- a. Initial Term. The Initial Term for OCLC Cataloging Subscription Pricing shall be one (1) year. The Initial Term shall commence on July 1 of the calendar year in which Subscriber's Order is received if Subscriber's Order is received by RSP (or, if Subscriber does not have an RSP, by OCLC) no later than thirty (30) days prior to such date. (Mid-year Orders may be accepted at OCLC's sole discretion.) OCLC Cataloging Subscription Pricing will automatically renew for additional one (1) year terms (each a "Renewal Term") until and unless cancelled by Subscriber as provided in b. or c. below or OCLC discontinues OCLC Cataloging Subscription Pricing.
- b. No later than sixty (60) days prior to the end of the Initial Term or any Renewal Term, OCLC and RSP will, as long as OCLC Cataloging Subscription Pricing is generally offered by OCLC, provide to Subscriber a custom quotation of the Subscription Price for the following Renewal Term. If Subscriber wishes to cancel its OCLC Cataloging Subscription Pricing, it may do so effective at the end of the then-current Term by providing notice to OCLC or RSP no later than thirty (30) days prior to the date the following Renewal Term would commence. OCLC's and RSP's quotation shall expire upon receipt of such notice.
- c. In addition to the cancellation right in b. above, Subscriber may cancel its OCLC Cataloging Subscription Pricing at any time during the Initial Term (or any Renewal Term) upon thirty (30) days prior written notice to OCLC and RSP, if any. Subscriber will be invoiced and agrees to pay the full monthly payment due for the month in which such cancellation is effective (i.e., the monthly payment due for the month in which such cancellation is effective will not be prorated).
- d. If Subscriber opts to cancel its OCLC Cataloging Subscription Pricing, Subscriber will not be eligible to use OCLC's online catalog system until Subscriber enters into a new OCLC Cataloging Subscription Pricing agreement.

ii. Payment.

a. Subscriber agrees to pay RSP (or OCLC directly, if Subscriber does not have an RSP) the applicable Subscription Price for the Initial Term and each Renewal Term in twelve (12) equal monthly payments. The monthly payment will be invoiced, and payment thereof due, as per the Agreement. Taxes applicable to the transactions contemplated by these Terms, if any, shall be the responsibility of Subscriber.