

PUBLIC ADVISORY REGARDING COVID-19 AND PUBLIC PARTICIPATION

Pursuant to AB361 and the PROCLAMATION OF A STATE OF EMERGENCY dated March 4, 2020  
the regular meeting of the

**LIBRARIES FACILITIES FINANCING AUTHORITY (LFFA) AND  
THE LIBRARY JOINT POWERS AUTHORITY (LJPA) BOARD**

On Thursday, December 15, 2022 at 9:00 AM

**This meeting will be held via Zoom teleconference ONLY**

Board Members and Library Staff Members will be participating remotely via videoconference.

**Public Viewing:**

The meeting will be broadcast through the Santa Cruz Libraries YouTube channel  
<https://www.youtube.com/user/SantaCruzPL> which you can access through the Santa Cruz  
Libraries website by scrolling to the bottom of the page and clicking on the YouTube icon.

**Public Participation via Zoom:**

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/87829471871>

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

833 548 0282 (Toll Free) or 877 853 5247 (Toll Free) or  
888 788 0099 (Toll Free) or 833 548 0276 (Toll Free)

Slowly enter the Webinar ID: 878 2947 1871

The meetings will be recorded and posted for viewing after the meetings on the  
Santa Cruz Public Libraries website <http://www.santacruzpl.org/>

**Public comment: There are three ways to comment during this meeting. All comments must be received prior to the close of public comment on that agenda item:**

**1. How to comment on agenda items via email before the meeting begins:**

Members of the public may provide public comment by sending an email to the Library Board Clerk at [clerk@santacruzpl.org](mailto:clerk@santacruzpl.org)

- Identify the agenda item number in the subject line of the email
- Emailed comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time.
  
- All correspondences received prior to 12:00 p.m. on the Wednesday preceding a LJPA Meeting will be distributed to Board members to review prior to the meeting. Information submitted after 12 p.m. on that Wednesday may not have time to reach Board members, nor be read by them prior to consideration of an item.

**2. How to comment on agenda items during the meeting and prior to the close of public comment on an item, using the Zoom Q&A feature:**

- Type your comment using the “Q&A” feature found on the Zoom control bar
- Identify the agenda item first, then type your comment
- Your comment will be read aloud

**3. How to comment aloud on agenda items, during the meeting and prior to the close of public comment on an item, via the Zoom “raise hand” feature:**

***If you are accessing the meeting using the Zoom app and using computer audio:***

- During the comment period for that agenda item, use the “raise hand” icon found on the Zoom control bar
- The moderator will announce your name or the last 3 digits of your phone number when it is your turn to speak
- Unmute yourself using the microphone icon
- Identify the agenda item
- Introduce yourself using your first and last name
- You will have three minutes of speaking time

***If you are accessing the meeting using telephone audio:***

- During the comment period for that agenda item, press \*9 to raise your hand
- The moderator will announce the last 3 digits of your phone number when it is your turn to speak
- Unmute yourself using \*6 – to toggle the mute/unmute feature
- Identify the agenda item
- Introduce yourself using your first and last name
- You will have three minutes of speaking time

Chair Mali LaGoe  
Vice Chair Carlos Palacios  
Board Member Jamie Goldstein  
Board Member Matt Huffaker



## SANTA CRUZ CITY/COUNTY LIBRARIES

### JOINT POWERS AUTHORITY BOARD

# Special Meeting

THURSDAY DECEMBER 15, 2022

9:00 A.M.

#### 1. CALL TO ORDER / ROLL CALL

Board Members, Carlos Palacios, Matt Huffaker, Jamie Goldstein and Chair Mali LaGoe

#### 2. ADDITIONAL MATERIALS

*Additional information submitted after distribution of the agenda packet.*

#### 3. ADDITIONS AND DELETIONS TO AGENDA

#### 4. GENERAL BUSINESS

A. Resolution Re-authorizing the Library Joint Powers Authority to Continue Remote Teleconference Meetings Pursuant to Assembly Bill 361. (p.5-8)  
Staff Recommendation: Adopt Resolution No. 2022-005 Authorizing Continued Remote Teleconference Meetings pursuant to Assembly Bill 361.

B. Award of Integrated Library System Contract (p.9-39)  
Staff Recommendation: Approve the award of the contract to Innovative, Chandler, Arizona, (LIB2311) for an amount not to exceed \$254,351.78 over three years to furnish, install and maintain the Polaris Integrated Library System (ILS) beginning April 1, 2023, and ending March 31, 2026, with two, one-year options to extend with the same terms and conditions and authorize the Library Director to sign the contract approved by the City Attorney.

**5. SCHEDULED UPCOMING MEETINGS**

<b>February 2, 2023</b>	<b>Zoom Virtual</b>	<b>Anticipated Upcoming Agenda Items:</b>
<b>9:00 am</b>		<ul style="list-style-type: none"><li>• 2<sup>nd</sup> Quarter Reports</li><li>• Election of Chair and Vice Chair for 2023</li></ul>

**6. ADJOURNMENT**

Adjourned to the next regular meeting of the LJPA to be held on Thursday, February 2, 2023 at 9:00 am [immediately following the LFFA meeting] via Zoom teleconference.

The Santa Cruz City-County Library System does not discriminate against persons with disabilities. Out of consideration for people with chemical sensitivities, we ask that you attend fragrance free. Upon request, the agenda can be provided in a format to accommodate special needs. Additionally, if you wish to attend this public meeting and will require assistance such as an interpreter for American Sign Language, Spanish, or other special equipment please call the Library Administration Office at (831)427-7706 at least five days in advance so that we can arrange for such special assistance, or email [library\\_admin@santacruzpl.org](mailto:library_admin@santacruzpl.org)



Chair                    Mali LaGoe  
Vice Chair            Carlos Palacios  
Board Member        Jamie Goldstein  
Board Member        Matt Huffaker



## STAFF REPORT

AGENDA:      Thursday, December 15, 2022

DATE:            December 12, 2022

TO:              Library Joint Powers Authority Board

FROM:          Stephanie Duck, General Counsel

SUBJECT:      Resolution Re-authorizing the Library Joint Powers Authority to Continue Remote Teleconference Meetings Pursuant to Assembly Bill 361.

### RECOMMENDATION

Adopt Resolution No. 2022-005 Authorizing Continued Remote Teleconference Meetings pursuant to Assembly Bill 361.

### DISCUSSION

Pursuant to AB 361 and as codified at California Government Code section 54953, legislative bodies may use modified teleconferencing rules to conduct public meetings during a proclaimed State of Emergency under certain circumstances, including that state or local officials have imposed or recommended measures to promote social distancing.<sup>1</sup> The State of Emergency proclaimed by the Governor on March 4, 2020, due to the COVID-19 pandemic remains in effect today. In February 2022, the Santa Cruz County Health Officer, together with eleven other Bay Area health officers, issued a press release announcing alignment with the California Department of Public Health's indoor masking guidance, which requires that all individuals wear face coverings indoors in specified high-risk settings, and strongly recommends that all individuals continue to wear face coverings while in indoor public settings.<sup>2</sup> The County of Santa Cruz Health Services Agency also recently issued a press release noting an uptick in local COVID-19 cases and urging the public to "continue basic prevention methods like vaccination, frequent hand washing, and wearing a mask."<sup>3</sup>

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<sup>1</sup> Cal. Gov't Code § 54953(e)(1)(A)-(C).

<sup>2</sup> See *Press Release*, Twelve Bay Area Health Officers to Lift Most Indoor Mask Mandates on February 16 (Feb. 9, 2022), [https://www.santacruzhealth.org/Portals/7/pdfs/Coronavirus/02.09.22%20ABAHO%20Masking\\_FINAL.pdf](https://www.santacruzhealth.org/Portals/7/pdfs/Coronavirus/02.09.22%20ABAHO%20Masking_FINAL.pdf); See CDPH, *Guidance for the Use of Face Coverings* (Updated September 20, 2022), <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>.

<sup>3</sup> *Press Release*, Santa Cruz County Public Health Urges Residents to Take Preventative Measures Against Circulating Viruses this Holiday Season (Nov. 23, 2022), <https://www.santacruzhealth.org/Portals/7/pdfs/Coronavirus/Press%20Release-RSV,%20Flu,%20COVID%20Prevention%20112322.pdf>.

This Board adopted its initial AB 361 findings at its meeting of October 7, 2021, and adopted subsequent AB 361 findings at its meetings of December 2, 2021, February 3, 2022, April 7, 2022, May 5, 2022, August 4, 2022 and November 10, 2022. To continue teleconferenced meetings under AB 361, the law requires that the Board adopt findings within thirty (30) days after its initial teleconference, and every thirty (30) days thereafter, that it has reconsidered the circumstances of the State of Emergency, and either (i) the state of emergency continues to directly impact the ability of the members to meet safely in person; and/or (ii) state or local officials continue to impose or recommend measures to promote social distancing.<sup>4</sup>

Attachment:  
Resolution No. 2022-005

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<sup>4</sup> Cal. Gov't Code § 54953(e)(3).

**SANTA CRUZ LIBRARY JOINT POWERS AUTHORITY'S  
SUBSEQUENT FINDINGS PURSUANT TO ASSEMBLY BILL 361 AUTHORIZING  
TELECONFERENCE MEETINGS AS A RESULT OF THE CONTINUING COVID-19  
PANDEMIC STATE OF EMERGENCY AND HEALTH OFFICER RECOMMENDATION FOR  
SOCIAL DISTANCING**

**WHEREAS**, the **Santa Cruz Library Joint Powers Authority (“LJPA”)** is a legislative body under the Ralph M. Brown Act as defined under Cal. Gov. Code section 54952(b); and

**WHEREAS**, on September 16, 2021, Governor Newsom signed Assembly Bill 361 (“AB 361”), urgency legislation effective immediately, that amended Government Code section 54953 to permit legislative bodies subject to the Brown Act to continue to meet under modified teleconferencing rules provided that they comply with specific requirements set forth in the statute; and,

**WHEREAS**, pursuant to AB 361 and Cal. Gov. Code section 54953(e)(1)(A), a legislative body may meet under the modified teleconferencing rules during a proclaimed state of emergency, and where local officials have imposed or recommended measures to promote social distancing; and

**WHEREAS**, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic, and which remains in effect; and

**WHEREAS**, on September 30, 2021, Santa Cruz County Public Health Officer Dr. Gail Newel strongly recommended that legislative bodies in Santa Cruz County continue to engage in physical/social distancing by meeting via teleconference as allowed by AB 361 and confirmed that she will regularly review and reconsider this recommendation and notify the public when it is no longer recommended; and

**WHEREAS**, pursuant to AB 361 and Cal. Gov. Code section 54953(e)(3), within 30 days of the date the legislative body first holding a teleconferenced meeting under the modified rules, and every 30 days thereafter, a legislative body can continue to hold such teleconference meetings provided it has reconsidered the circumstances of the state of emergency and determined either that the state of emergency continues to directly impact the ability of the members to meet safely in person or that local officials continue to recommend measures to promote social distancing; and

**WHEREAS**, on October 7, 2021, the **LJPA** held its initial teleconference meeting under AB 361; and

**WHEREAS**, on December 2, 2021, February 3, 2022, April 7, 2022, May 5, 2022, August 4, 2022, and November 10, 2022, the **LJPA** held subsequent teleconference meetings under AB 361; and

**WHEREAS**, the **LJPA** has once again reconsidered the circumstances of the current state of emergency and finds that the COVID-19 pandemic continues to directly impact the ability of members of the public to participate safely in person and further finds that the Santa Cruz County Public Health Officer continues to recommend measures to promote social distancing, strongly recommends that all individuals wear face coverings in indoor public settings, and requires that

all individuals wear face coverings in specified high-risk indoor public settings; and

**WHEREAS**, in the interest of public health and safety, and due to the emergency caused by the spread of COVID-19, the **LJPA** deems it necessary for the legislative bodies of the LJPA to continue utilizing the modified teleconferencing rules set forth in AB 361;

**NOW, THEREFORE**, the **Santa Cruz Library Joint Powers Authority (“LJPA”)** makes the following findings by a majority vote:

**Section 1.** The foregoing recitals are true and correct, and adopted as findings of the **Santa Cruz Library Joint Power Authority** and legislative bodies of the LJPA.

**Section 2.** Effective immediately, and for the next 30 days, the **LJPA** and its legislative bodies will meet via teleconference as authorized under AB 361 and Government Code section 54953(e)(3).

**Section 3.** No later than thirty (30) days from making today’s findings, or at the next scheduled meeting, the **LJPA** will reconsider the circumstances of the COVID-19 state of emergency and, if necessary, adopt subsequent findings to continue holding teleconference meetings in accordance with Government Code section 54953(e)(3).

**PASSED AND ADOPTED** by the **Santa Cruz Library Joint Powers Authority** in Santa Cruz County, State of California, this 15<sup>th</sup> day of December, 2022, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Chair, Santa Cruz Library  
Joint Powers Authority

ATTEST: \_\_\_\_\_  
Helga Smith, Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
General Counsel

Chair Mali LaGoe  
Vice Chair Carlos Palacios  
Board Member Jamie Goldstein  
Board Member Matt Huffaker



## STAFF REPORT

AGENDA: December 15, 2022

TO: Library Joint Powers Authority Board

FROM: Yolande Wilburn, Library Director

SUBJECT: Award of Integrated Library System Contract

### RECOMMENDATION

Approve the award of the contract to Innovative, Chandler, Arizona, (LIB2311) for an amount not to exceed \$254,351.78 over three years to furnish, install and maintain the Polaris Integrated Library System (ILS) beginning April 1, 2023, and ending March 31, 2026, with two, one-year options to extend with the same terms and conditions and authorize the Library Director to sign the contract approved by the City Attorney.

### BACKGROUND

The Library provides books, audiovisual materials, and digital resources to patrons via its Integrated Library System (ILS). On October 17, 2022, the Library issued a Request for Proposals (RFP) LIB2311 to identify an Integrated Library System vendor. The last RFP conducted by the Library was in 2013 when the Library selected and began hosting the Innovative Polaris system. In April 2020, the Library extended the contract for 36 months. The agreement expires on April 1, 2023.

Innovative provides the current system at \$72,528 for the fiscal year 22 and requires additional staff time costs for updates. The new system average costs over a three-year period are \$84,784 per year. Staff shortages in the Information Technology department have postponed updates to the current system. Under the new contract, the Library seeks a vendor-hosted solution to free up Information Technology staff for other significant projects and deployments while ensuring we have the most up-to-date ILS.

### DISCUSSION

The Library received four vendor proposals by the November 7, 2022, submission deadline. Raters evaluated the proposals based on the criteria listed in the solicitation. The following chart lists the reviewed vendors and final scores.

<b>Rank</b>	<b>Vendor</b>	<b>City</b>	<b>State</b>	<b>Total Score</b>
1	Innovative	Chandler	Arizona	413
2	ByWater	Santa Barbara	California	399
3	Sirsi Dynix	Lehi	Utah	376.9
4	Insignia	Edmonton	Alberta, Canada	344

The raters evaluated the vendors based on their responsiveness and responsibility, costs, vendor qualifications, the proposed work plan and schedule, training and ongoing support and the overall quality of the proposal. Staff contacted all references listed by the vendors and reviewed test logins for demonstration when provided.

Innovative was selected as the best-qualified vendor. The selection resulted from the vendor's continued ability to offer the features and services that our patrons and staff appreciate under a hosted solution. The web-based staff access will provide a single user sign-on for added security and the ability to provide services inside and outside library walls.

The Innovative plan includes a Change Management Consultant to help guide staff through the transition to the hosted services with as smooth a transition as possible by the go-live date. As staff is already familiar with the Innovative platform, those working in the acquisitions EDI modules and cataloging will have a lower learning curve adjusting to the hosted solution.

Innovative is a leading provider of Integrated Library Systems with over 40 years of industry experience. They met the highest number of Library specifications and incorporated additional services that benefit the Library and, ultimately, the community.

**FISCAL IMPACT:** There are adequate funds in the Library Operating Budget for fiscal year 2023. It is anticipated that funding will be available in subsequent years.

Report Prepared by: Yolande Wilburn  
 Director of Library Services

**ORDER FORM**

Order Form Date: December 9, 2022

**Innovative Interfaces Incorporated ("Clarivate")**  
3133 W Frye Rd, Suite 400  
Chandler, AZ 85226  
United States

Your use of the products and services set forth below are governed by Clarivate Terms Master Client Agreement between Innovative Interfaces Incorporated and Santa Cruz Public Libraries dated December 9, 2022 (the "Terms") which are incorporated by reference into this order form.

**CLIENT DETAILS**

**Contracting Entity** Santa Cruz Public Libraries

**("Client"):**

**Client Address:** 117 Union Street  
Santa Cruz, CA 95060

**PRODUCTS/SERVICES DETAILS**

<b>Product(s) / Service(s)</b>
As described in the attached Pricing Exhibit(s) and/or Statement(s) of Work

**ADDITIONAL TERMS**

**GOVERNING LAW & JURISDICTION:** California

**RENEWAL TERM:** Autorenews for consecutive 12-month terms following the expiration of the overall contract term of the Order Form Date through March 31, 2026 ("Initial Term") unless either party provides at least ninety (90) days' notice of nonrenewal before the end of the then current term.

**FEES:** Payment terms are Net 30. During the Initial Term, we may increase the fees each calendar year by up to 3.5%, and by 5% thereafter. Fees will be co-termed to align your billing to the same Term. Fees for the Initial Term will not exceed \$254,351.78 USD.

**LICENSE LEVEL:** Your Authorized Users include your worldwide employees, third-party auditors, agents and contractors up to the maximum number of licenses purchased. Unless you have purchased a perpetual license, rights continue until the end of the term of the service.

**PRODUCT SPECIFIC TERMS:** Certain Products you are purchasing have additional terms which are attached as addenda to this Order Form. In the event of a conflict with the Terms, these Additional Terms will control solely for the applicable Product.

**TERMINATION OF PRIOR AGREEMENTS** As of April 1, 2023, all other existing software agreements and associated purchase orders between the parties, including but not limited to the Subscription License Agreement dated April 1, 2020 and the Perpetual License Agreement dated April 1, 2020 will be immediately terminated by the parties' mutual written agreement.

**SIGNATURE**

This Order Form is effective when signed and returned to us within ninety (90) days from the Order Form Date. We may, in our sole discretion, accept this Order Form if returned to us after such date. Modifications require our prior approval and void any previous signatures.

**Signed on behalf of Clarivate**

**Signed on behalf of Client**

**Signature:** 

**Signature:**

**Print Name:** Jeff Anusbigian

**Print Name:**

**Title:** VP, Sales Operations

**Title:**

**Date:** December 14, 2022

**Date:**

## PRODUCT / SERVICE TERMS ADDENDA

In addition to the Terms, your use of the below listed products are subject to these additional terms and conditions:

### **Polaris, Sierra, Millennium, Virtua, or INN-Reach or Subscription and Perpetual Licenses**

- 1. License.** Client and, where applicable, its Authorized Users (defined below) may use the Software (including any client configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. The license does not include hosting services, which must be purchased separately.
- 2. Copies.** The license includes the right to use a single production instance and up to two (2) additional copies for non-production use at no additional charge. Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production.
- 3. New Releases.** The license granted to you pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the software offered generally by Clarivate to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Clarivate, each of which require a separate license and payment of additional license fees. Additional fees may be required for implementation of New Releases.
- 4. Authorized Users.** For clarity, your patrons do not fall within the number of Authorized Users on your Order Form.
- 5. Aggregated Data.** In addition to the rights set forth in the Terms, we may use your Content and otherwise collect information related to your use of our product to create and use aggregate, non-identifying and anonymized data ("Collected Data"). Client acknowledges and agrees that it will have no rights in any products or services created or sold by Clarivate or its affiliates that use Collected Data.
- 6. Early termination.** Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the term if Client's budget (funding) is eliminated and Client provides written evidence of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Clarivate.
- 7. Modules.** Your purchase and use of additional modules, tools or other applications from us with the Software are subject to the same terms as the Software.
- 8. Warranties.** To the best of Innovative's knowledge as of the Effective Date of this Agreement, Client's licensed use of the Software will not infringe the intellectual property rights of any third party.

### **Vega, Innovative Mobile, Innovative Phone Alerts or Software-as-a-Service**

- 1. License.** We will provide you with subscription access via a website to our Integrated Library System solution known as "Vega". Client and, where applicable, its Authorized Users may access and use Vega (including any client configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement.
- 2. New Releases.** The license granted to you pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the software offered generally by Clarivate to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Clarivate, each of which require a separate license and payment of additional license fees. Additional fees may be required for implementation of New Releases.
- 3. Aggregated Data.** In addition to the rights set forth in the Terms, we may use your Content and otherwise collect information related to your use of our product to create and use aggregate, non-identifying and anonymized data ("Collected Data"). Client



acknowledges and agrees that it will have no rights in any **products or services created or sold by Clarivate or its affiliates that use Collected Data.**

**4. Authorized Users.** Patrons fall within the number of Authorized Users on your Order Form.

**5. Early termination.** Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the term if Client's budget (funding) is eliminated and Client provides written evidence of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Clarivate.

**6. Warranties.** To the best of Innovative's knowledge as of the Effective Date of this Agreement, Client's licensed use of the Vega will not infringe the intellectual property rights of any third party.

## OPERATIONAL MATERIALS ADDENDA

### Software Support, Service Availability and Maintenance

This document outlines our Software support, maintenance and service availability for the following products ("Covered Products"):  
Polaris, Sierra, Millennium, Virtua, or INN-Reach or Subscription and Perpetual Licenses

#### Support

Requesting support. Support includes issue analysis, support case management, prioritization of issues, tracking and investigation of issues and explanation of error messages. You must provide us with the information we need to resolve your problem. This includes relevant contact information, details about the problem, error messages, user IDs, and any other necessary information. If you have problems using our software, your designated administrators can contact us during normal hours. Your administrator will be provided an internal portal to report issues and review their status.

Response. We will use commercially reasonable efforts to meet the service level objectives stated below. Target response times to confirm receipt and begin troubleshoot and diagnosis of the problem are below. Resolution times cannot be guaranteed, although we undertake every effort to resolve your issues as soon as possible.

Priority	Response	Criteria
Severity 1	1 Business hour	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down
Severity 2	4 Business hours	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data
Severity 3	2 Business Days	An issue (other than a Severity 1 or 2) which (a) has no direct and material impact on business processes, (b) has an impact only on a segment of users, or (c) does not yet disrupt time-critical business processes.
Severity 4	as promptly as is reasonably practical	Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests. These will be logged but no immediate action will be taken. We will generally monitor the situation but will not be obliged to provide any solution.

Escalation Path. If you do not receive a response within the timeframe designated above, please reach out to your Account Manager.

#### Hosting Services

The following terms apply to the extent you have purchased hosting services from Clarivate for one or more of the Covered Products.

Service availability

We endeavor to ensure 99.9% availability of our software and make commercially reasonable efforts to schedule maintenance and system upgrades during the weekends or outside regular business hours (i.e. after regular end of business Pacific Time and before start of business Eastern Time) with reasonable notice. Availability is calculated by dividing the number of minutes the software was available during the Measured Period by the total sum of the minutes in the Measured Period less any Excluded Downtime.

For the purposes of this calculation, (i) the Measured Period is a calendar year and (ii) the Excluded Downtime includes scheduled downtime for system maintenance and release updates, as well as any service unavailability attributable to your breach, any actions or omissions by you or your users, causes beyond our control, or separate instances of unavailability of less than 5 (five) minutes duration each, provided such instances are not of a persistent nature.

If availability falls below 99.9% in a month for three consecutive months, you will be entitled to a credit equal to the prorated amount of the fees for hosting services for any time during such three-month period in which the software was unavailable (other than Excluded Downtime). This credit will be your exclusive remedy for such unavailability.

**Security Controls**

We take reasonable, appropriate, and industry standard administrative, technical and physical measures to protect the confidentiality, integrity and availability of your data; however, security and compliance is a shared responsibility between you and Clarivate. Our responsibilities are described below. You should take into consideration any special configurations or third-party applications and your responsibilities depending on any applicable laws and regulations.

The table below sets forth the features of our standard cloud-based hosting option. Premium support may be available for an additional cost.

Feature	Standard
24x7 network monitoring	✓
Dedicated production environment	✓
99.9% guaranteed infrastructure uptime	✓
Dedicated public IP address and custom URL	✓
Operating system installation and management	✓
Library software installation and upgrades	✓
Data backups	Daily
Archive data backup retention	30 days

*Network Systems Audit Logging.* All firewall logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by Innovative and those pertinent log files and configuration files are retained for ninety (90) days and can be made available upon request for audit and problem resolution, as may be required.

*Network Monitoring.* All network systems and servers are monitored 24/7/365. We will monitor its systems for security breaches, violations and suspicious (questionable) activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks. Innovative will take appropriate action to address any incident of unauthorized access, including addressing and/or remedying the issue that resulted in such unauthorized access.

*Audit and Security Testing.* Hosting Providers perform regular security audits and testing. You may not perform own audits of hosting providers.

*Information Security Auditing/Compliance.* Our hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms. We offer hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Clarivate reserves the right to increase, decrease and/or relocate its datacenters at anytime.

## Warranties

The services provided herein will be performed in (i) material accordance with this Agreement, (ii) a timely, workmanlike manner, and (iii) in accordance with industry best practices for services of this kind. Innovative shall comply with and ensure its services described herein comply with all laws and regulations applicable to Innovative.

## Disclaimer

Support services do not include visits to your site, any services for third party equipment or software, problems stemming from a change you made to the software, or consulting services related to client specific configurations or implementation (such as interactions between the software and your hardware, installations at your site, assistance with acceptance testing, client specific templates or reports, etc). We have no obligation to correct any error resulting from a failure by you to implement a third-party software modification or update recommended by us and provided to you at no charge.

We are not responsible for downtime or any other failure to meet the availability requirement if the root cause of the disruption is (i) your breach of the agreement; (ii) your failure to use minimum recommended browser standards for access to and use of the software; or (iii) outside of our control including, but not limited to, failures of hardware or software of upstream service providers or at your location or improper use of the software. Any additional services which you may request and we may agree to perform will be billed on a time and materials basis subject to our current applicable rates.

## Changes to Support Policy

This policy may be updated by us from time to time, in our sole discretion, with prior written notice to Client.

# Software Support, Service Availability and Maintenance

This document outlines our Software support, maintenance and service availability for **Vega, Innovative Mobile, Innovative Phone Alerts or Software-as-a-Service**.

## Support

Requesting support. Support includes issue analysis, support case management, prioritization of issues, tracking and investigation of issues and explanation of error messages. You must provide us with the information we need to resolve your problem. This includes relevant contact information, details about the problem, error messages, user IDs, and any other necessary information. If you have problems using our software, your designated administrators can contact us during normal hours. Your administrator will be provided an internal portal to report issues and review their status.

Response. We will use commercially reasonable efforts to meet the service level objectives stated below. Target response times to confirm receipt and begin troubleshoot and diagnosis of the problem are below. Resolution times cannot be guaranteed, although we undertake every effort to resolve your issues as soon as possible.

Priority	Response	Criteria
Severity 1	1 Business hour	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down
Severity 2	4 Business hours	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data
Severity 3	2 Business Days	An issue (other than a Severity 1 or 2) which (a) has no direct and material impact on business processes, (b) has an impact only on a segment of users, or (c) does not yet disrupt time-critical business processes.
Severity 4	as promptly as is reasonably practical	Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests. These will be logged but no immediate action will be taken. We will generally monitor the situation but will not be obliged to provide any solution.

Escalation Path. If you do not receive a response within the timeframe designated above, please reach out to your Account Manager.

## Hosting Services

### Service availability

We endeavor to ensure 99.5% availability of our software and make commercially reasonable efforts to schedule maintenance and system upgrades during the weekends or outside regular business hours (i.e. after regular end of business Pacific Time and before start of business Eastern Time) with reasonable notice. Availability is calculated by dividing the number of minutes the software was available during the Measured Period by the total sum of the minutes in the Measured Period less any Excluded Downtime.

For the purposes of this calculation, (i) the Measured Period is a calendar year and (ii) the Excluded Downtime includes scheduled downtime for system maintenance and release updates, as well as any service unavailability attributable to your breach, any actions or



omissions by you or your users, causes beyond our control, or separate instances of unavailability of less than 5 (five) minutes duration each, provided such instances are not of a persistent nature.

If availability falls below 99.5% in a month for three consecutive months, you will be entitled to a credit equal to the prorated amount of the fees for hosting services for any time during such three-month period in which the software was unavailable (other than Excluded Downtime). This credit will be your exclusive remedy for such unavailability.

**Security Controls**

We take reasonable, appropriate, and industry standard administrative, technical and physical measures to protect the confidentiality, integrity and availability of your data; however, security and compliance is a shared responsibility between you and Clarivate. Our responsibilities, including those managed by Clarivate hosting partners, are described below. You should take into consideration any special configurations or third-party applications and your responsibilities depending on any applicable laws and regulations.

The table below sets forth the features of our standard cloud-based hosting option. Premium support may be available for an additional cost.

Feature	Standard
24x7 network monitoring	✓
Dedicated production environment	✓
99.5% guaranteed infrastructure uptime	✓
Dedicated public IP address and custom URL	✓
Operating system installation and management	✓
Library software installation and upgrades	✓
Data backups	Daily
Archive data backup retention	30 days

*Network Systems Audit Logging.* All network logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by the Hosting Provider. The pertinent log files and configuration files related to customer’s hosted solution are retained for seven days and can be made available upon request for audit and problem resolution, as may be required.

*Encryption.* Encryption for data-in-transit is provided as a part of the Standard Plan.

*Network Monitoring.* All network systems and servers are monitored 24/7/365. We will monitor its systems for security breaches, violations and suspicious activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or intrusion attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client’s production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks. Innovative will take appropriate action to address any incident of unauthorized access, including addressing and/or remedying the issue that resulted in such unauthorized access.

*Physical Security.* The physical infrastructure used to support the product (and other professional services purchased by you from Clarivate, as applicable), including the servers, storage, switches, and firewalls, are provided by the hosting provider. The hosting provider limits access to only authorized personnel, and badge and/or biometric scanning controls access. Security cameras placed in the hosting facilities provide video surveillance.

*Audit and Security Testing.* Hosting providers perform regular security audits and testing. You may not perform own audits of hosting providers.

*Security Assessments.* Client may perform vendor due diligence reviews of Innovative’s security best practices. Innovative undergoes annual audits by independent firms and will share its security certifications, and audit reports under Non-Disclosure, as requested by Client.

*Information Security Auditing/Compliance.* Our hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms. We also hold the internationally-recognized ISO 27001:2013 standard for its information security management system supporting the hosting solutions. We partner with hosting providers who are designed to satisfy requirements of most security sensitive customers with constant monitoring, high automation, high availability, and highly accredited to global security standards, including: PCI DSS Level 1, ISO 27001, FISMA Moderate, FedRAMP, HIPAA, and SOC 1 (formerly referred to as SAS 70 and/or SSAE 16) and SOC 2. We offer hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Clarivate reserves the right to increase, decrease and/or relocate its datacenters at anytime.

*Your responsibility.* Client remains responsible for properly implementing access and use controls and configuring certain features and functionalities of the software that Client may elect to use in the manner that Client deems adequate to maintain appropriate security, protection, deletion, and backup of its data.

## Disclaimer

Support services do not include visits to your site, any services for third party equipment or software, problems stemming from a change you made to the software, or consulting services related to client specific configurations or implementation (such as interactions between the software and your hardware, installations at your site, assistance with acceptance testing, client specific templates or reports, etc). We have no obligation to correct any error resulting from a failure by you to implement a third-party software modification or update recommended by us and provided to you at no charge.

We are not responsible for downtime or any other failure to meet the availability requirement if the root cause of the disruption is (i) your breach of the agreement; (ii) your failure to use minimum recommended browser standards for access to and use of the software; or (iii) outside of our control including, but not limited to, failures of hardware or software of upstream service providers or at your location or improper use of the software. Any additional services which you may request and we may agree to perform will be billed on a time and materials basis subject to our current applicable rates.

## Changes to Support Policy

This policy may be updated by us from time to time, in our sole discretion, with prior written notice to Client.



Part of **Clarivate**

Innovative Interfaces Incorporated  
3133 W. Frye Rd.  
Suite 400  
Chandler AZ 85226  
United States

### Pricing Exhibit

<b>Date</b>	9/8/2022
<b>Quote #</b>	EST-INC15399
<b>Payment Terms</b>	Net 30
<b>Sales Rep</b>	Tom McNamara
<b>Technical Contact</b>	CU8593 Santa Cruz Public Libraries
<b>Site Code</b>	SANT1836
<b>Expires</b>	1/31/2023

**Bill To**  
Santa Cruz Public Libraries  
117 Union Street  
Santa Cruz CA 95060  
United States

**Ship To**  
Santa Cruz Public Libraries  
117 Union Street  
Santa Cruz CA 95060  
United States

**Currency**

*US Dollar*

Item	Item Category	Qty	Description	Options	Original Rate	Unit Price	Amount
Custom Services	Services	1	Custom Services - Change Management (delivered virtually)		6,960	0.00	6,960.00

**Total Fees**      **US\$6,960.00**





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 Santa Cruz CA 95060  
 United States

## Pricing Exhibit

**Date** 11/21/2022  
**Quote #** EST-INC15704  
**Payment Terms** Net 30  
**Overall Contract Term (Months)** 36  
**Contract Start Date**  
**Contract End Date**  
**Sales Rep** Tom McNamara  
**Site Code** SANT1636  
**Expires** 1/31/2023

**Currency**

*US Dollar*

Item	Item Category	Qty	Description	Options	Original Rate	Discounted Rate	Amount	Discount
Polaris Dedicated Hosting - US/APAC	License - Term	1	Dedicated Cloud Hosting environment for Polaris in production enables libraries to eliminate the overhead of maintaining an on premise server for Polaris ILS. When Polaris is hosted, Innovative takes responsibility for release upgrades, backups, and system / environment maintenance & security updates. Includes Terminal services, PAC services, Reporting services, Screwdriver services		43,000	24,000.00000498	24,000.00	44.186%

**First Year Total** US\$24,000.00



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Chandler AZ 85226  
United States

### Pricing Exhibit

<b>Date</b>	11/21/2022
<b>Quote #</b>	EST-INC15705
<b>Payment Terms</b>	Net 30
<b>Sales Rep</b>	Tom McNamara
<b>Technical Contact</b>	CU8593 Santa Cruz Public Libraries
<b>Site Code</b>	SANT1836
<b>Expires</b>	1/31/2023

**Bill To**  
Santa Cruz Public Libraries  
117 Union Street  
Santa Cruz CA 95060  
United States

**Ship To**  
Santa Cruz Public Libraries  
117 Union Street  
Santa Cruz CA 95060  
United States

**Currency**

*US Dollar*

Item	Item Category	Qty	Description	Options	Original Rate	Unit Price	Amount
Polaris Hardware Migration to Hosted	Services	1	Polaris Hardware Migration to Hosted - Production Environment		2,000.00000004	2,000.00	2,000.00

**Total Fees**      **US\$2,000.00**



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 United States

## Pricing Exhibit

Page 1 of 2

**Date** 11/21/2022  
**Quote #** EST-INC15706

**Payment Terms** Net 30  
**Overall Contract Term (Months)** 36  
**Contract Start Date**  
**Contract End Date**  
**Sales Rep** Tom McNamara  
**Site Code** SANT1836  
**Expires** 1/31/2023

### Currency

US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Discounted Rate	Amount	Discount
Polaris Core Bundle - Public	License - Term	1	Polaris Public Core Bundle  Polaris is an integrated library system solution to manage physical and electronic resources and library patron accounts. Combines library operational workflows with open architecture. Supports staff tasks, including a Web-based staff interface (Leap), and patron access services. Public Core Bundle capabilities include: Cataloging, Circulation, Acquisitions, Serials, ILL, Export Express, & Responsive WebPAC with Feature It, Simply Reports and SQL Access for Custom Reporting; SIP2, Self-Check, Patron-Facing eCommerce.		8,590.89	6,570.55000393	6,570.55	23.5172%
Staff User Licenses	License - Term	185	The Polaris Staff Client is licensed software that allows the end user to access all of the Polaris functionality based on the permissions that are set in System Administration. This includes Circulation, Patron Services, Cataloging, Acquisitions, Serials, Utilities and System Admin. Additional License for additional Staff User License. A separate staff user license is required for each concurrent connection made from a staff client to the Polaris ILS server, including from Polaris Web Application (aka Leap).		229.52845	175.54952734	32,476.88	23.5173%
Polaris Self Check Stations	License - Term	24	Natively developed Self-checkout client that does not require SIP. Offering customized options and user-friendly features, Polaris ExpressCheck reads both barcodes and RFID tags while maintaining the security of a library's collection. Patrons can use this system to check out and renew materials without the assistance of a librarian. They can also use it to view and print account information. Since ExpressCheck can be used in either a wireless or hard-wired environment, it gives a high level of flexibility at an extremely low cost. Each library can configure the self-check station to conform to its circulation policies.		120.8012	92.39200444	2,217.41	23.5173%
Polaris PowerPAC Multilingual Subscription	License - Term	1	Polaris PowerPAC Multilingual Subscription	Polaris Language: Spanish	638.6224	641.55391574	641.55	23.5173%
Polaris Database Synchron Service	License - Term	1	Polaris Database Synchron Service		536.7856	410.5480535	410.55	23.5173%
Polaris API (PAPI)	License - Term	1	Polaris offers a single API wand access to a developer's sandbox. The API has been used by several libraries to create their own plug-ins to Polaris for PAC and Phone Notification. It is also required for the Bibliographic		2,012.9408	1,539.55122367	1,539.55	23.5173%



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## Pricing Exhibit

Page 2 of 2

Date: 11/21/2022  
 Quote #: EST-INC15706

Item	Item Category	Qty	Description	Options	Original Rate	Discounted Rate	Amount	Discount
Polaris Client Deployment Subscription	License - Term	1	Cloud. Used by library when there is a Polaris upgrade. It allows the library Sys. Admin. to push the Polaris Client out to Staff workstations or have the workstation "pull" the updated client software. Saves staff time by not having to physically be at each workstation to perform the update manually.		805.95	616.41222071	616.41	23.5173%
eContent Integration Subscription	License - Term	1	Integrates the patron self-checkout of electronic books through the PAC without the patron leaving the PAC to go to the provider's website. Aggregates those circ stats with general Polaris transactions for yearend reporting. Note: 3-M/Bibliotheca Cloud Library uses the Polaris API and not this integration.	Overdrive : Yes RB Digital: No Axis 360: No	1,996.95	1,527.32103003	1,527.32	23.5173%

**First Year Total US\$46,000.00**



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3133 W. Frye Rd.  
Suite 400  
Chandler AZ 85226  
United States

## Renewal Quote

**Quote #** SO-INC34070  
**Terms** Net 30  
**PO #**  
**Renewal Start Date** 4/1/2023  
**Renewal End Date** 3/31/2024  
**Site Code** SANT1836

**Bill To**  
Santa Cruz Public Libraries  
117 Union Street  
Santa Cruz CA 95060  
United States

**Ship To**  
Santa Cruz Public Libraries  
117 Union Street  
Santa Cruz CA 95060  
United States

### Currency

US Dollar

Item	Item Categ...	Qty	Description	Options	Rate	Tax	Amount
Polaris Syndetics Unbound	SaaS	1	Syndetics Unbound Subscription  1 April 2023 - 31 March 2024		9,000.00	Yes	9,000.00

**Total** US\$9,000.00

THIS INFORMATION IS CONFIDENTIAL BETWEEN THE PARTY IDENTIFIED AS 'BILL TO' ABOVE AND INNOVATIVE INTERFACES  
Notes:  
1. The prices quoted may be subject to change where new software has been purchased or changes have been made to existing software.  
2. Taxes are not included in the quoted price but, if applicable, may be charged by Innovative at the point of invoicing.

## Statement of Work

This Statement of Work (the "SOW") dated December 9, 2022, is entered into pursuant to the Order Form between Santa Cruz Public Libraries ("Client") and Innovative Interfaces Incorporated ("Innovative") effective as of December 9, 2022 (the "Agreement"). Innovative and Client may each be referred to as "Party" from time to time or collectively as "Parties".

### A. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and fees to complete the engagement based on Innovative's prior experience with similar projects and preliminary discussions with Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high-level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

### B. Project Scope of Services

The Scope of the project includes the following set of professional services:

#### 1) *Polaris Hardware Migration to Hosted - Production*

- a) The Polaris Support Engineer works with Cloud Ops to identify the AWS facility to be used, then builds the required virtual machines with sufficient processing capacity (memory, processors, storage), assigns IP addresses, installs the OS and configures it to work with Polaris.
- b) The Polaris Support Engineer ensures there is a successful full backup saved, then uploads the appropriate version of the Polaris ILS software and configures it per the Client's requirements.
- c) A "test load" copy of the Client's data is loaded into the new environment.
- d) Client has a period of time to access and test against the new environment to ensure all of the modules they use work as expected.
- e) Upon the pre-negotiated Go Live date, a final load of the customer database is moved to the new production server and all systems are restarted.
- f) The Polaris Support Engineer performs QA to ensure the system is functioning as expected and turns the system over to the Client for the QA they may wish to conduct.
- g) The Polaris Support Engineer is available to resolve any post migration issues that may arise.
- h) Hardware migration is complete.

### C. Innovative Services Team

The Services Team will have the following resources available for this project:

1. Polaris Support Engineer: The Polaris Support Engineer performs the staging, installation and migration of your system.

### D. Client Implementation Team

1. Librarian Lead – Works closely with Project Manager to ensure requirements are comprehensive and representative of the needs of the Client. The Librarian Lead will coordinate with key members of the team as required.

2. Technical Lead - Will be responsible for assisting with Client responsibilities related to server access as well as any other system level duties required by Client.

**E. Implementation Assumptions**

1. Timeline for the completion of this project will be established, through joint planning conversations between the Client and Innovative during the initial stage of the project.
2. Innovative needs 24x7 Internet access to the legacy environment throughout the course of this project.
3. Client will provide a technical point of contact who is able to provide, or coordinate access to, necessary information and Client resources. This includes information related to server access, collecting and providing any prerequisite information required to support installation and configuration of software, and other needs that may arise during the project.
4. Client will have adequate resources available to ensure timely completion of any Client tasks outlined in the project schedule including prompt acceptance of data migration.

**F. Fees and Payment Terms**

Fees for Services delivered under this SOW will be charged on a fixed price basis as set forth in the Innovative Pricing Exhibit EST-INC15705 attached herewith and are made in good faith based on the activities, approach, and assumptions contained within the SOW. Payment terms for this SOW are as set forth in the Agreement. Any additional Change Requests will be performed at a blended rate of \$200 per hour for all resources. Additionally, Client is responsible for all reasonable out-of-pocket costs and expenses incurred during this SOW. Pricing assumes that deliverables in this Statement of Work are completed within six months or additional Services fees will apply.

## Statement of Work

This Statement of Work (the "SOW") dated December 9, 2022, is entered into pursuant to the Order Form between Santa Cruz Public Libraries ("Client") and Innovative Interfaces Incorporated ("Innovative") effective as of December 9, 2022 (the "Agreement"). Innovative and Client may each be referred to as "Party" from time to time or collectively as "Parties".

### A. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and fees to complete the engagement based on Innovative's prior experience with similar projects and preliminary discussions with Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high-level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

### B. Project Scope of Services

The Scope of the project includes the following professional services:

#### 1. Change Management - 3rd Party

- a) The change management consultant will hold a kickoff meeting to outline the change management process; demonstrate how change management aligns with the system implementation as well as develop the roadmap for the project.
- b) A Change Management toolkit will be developed to assist the Client to navigate the changes that come with a new system implementation.
- c) The Tool kit and will be reviewed and approved by management. Upon approval the Change Management Consultant will with the Client staff to implement a Change Management process.
- d) Follow up, review sessions will be planned and executed to ensure the Change Management process is working well within the Client. The consultant will work to assist in any modifications that may be needed to the process for optimum efficiencies.

### C. Innovative Services Team

The Services Team will have the following resources available for this project:

1. 3<sup>rd</sup> Party Vendor: Change Management is provided by a 3<sup>rd</sup> Party vendor ("Consultant") and does not involve Innovative staff.

### D. Client Implementation Team

1. Librarian Lead – Works closely with Innovative and Consultant to ensure requirements are complete and representative of the needs of the Client. The Librarian Lead will coordinate with key members of the team as required.
2. Technical Lead - Will be responsible for assisting with Client responsibilities related to system level duties required by Client.

### E. Implementation Assumptions

1. Client will provide a technical point of contact who is able to provide, or coordinate access to, necessary information and Client resources. This includes information



related to collecting and providing any prerequisite information required to support configuration of software, and other needs that may arise during the project.

2. Client will have adequate resources available to ensure timely completion of any Client tasks outlined in the project schedule.

**F. Fees and Payment Terms**

Fees for Services delivered under this SOW will be charged on a fixed price basis as set forth in the Innovative Pricing Exhibit EST-INC15399 attached herewith and are made in good faith based on the activities, approach, and assumptions contained within the SOW. Payment terms for this SOW are as set forth in the Agreement. Any additional Change Requests will be performed at a blended rate of \$200 per hour for all resources. Additionally, Client is responsible for all reasonable out-of-pocket costs and expenses incurred during this SOW. Pricing assumes that deliverables in this Statement of Work are completed within six months or additional Services fees will apply.



Effective Date	December 9, 2022
Client Name	Santa Cruz Public Libraries

## Clarivate Terms Master Client Agreement

This Master Client Agreement (“**Terms**”) between Innovative Interfaces Incorporated and the Client listed above creates a framework of contract terms that govern your use of the Clarivate products, services, and other deliverables (“**Products**”) that you install or you access through our platform(s), website(s) or are otherwise identified in your order form, statement of work or other ordering document (collectively “**Order**”). These Terms are incorporated into each accepted Order unless we have agreed in writing otherwise.

“**We**”, “**our**” and “**Clarivate**” means the Clarivate entity identified in the Order; “**you**” and “**your**” means the Client entity identified in the Order. From time to time, a current affiliate of either party may provide or receive services (as the case may be) by entering into an order form that refers to these Terms. These Terms will continue to apply until terminated by either party by providing written notice. After termination, you cannot place any new orders under these Terms. Unless expressly otherwise provided or agreed in writing, termination of these Terms will not cancel any outstanding orders, which will continue to be subject to these Terms.

The Order, any product/service specific terms and conditions and other applicable documents referenced in the Order or these Terms, as updated by Clarivate from time to time, constitute the complete agreement between us (“**Agreement**”), and supersede any prior discussions or representations regarding your Order, unless fraudulent. Other terms and conditions you seek to incorporate in any purchase order or otherwise, even where such document is signed by Clarivate as a courtesy, are excluded, and your use of the Products confirms your acceptance of these Terms.

### 1. Our products and services

**(a) Orders.** Your Order identifies the Products, quantities, relevant licence and restrictions, fees and charges, permitted users (“**Authorized Users**”) and other relevant details of your Order.

**(b) Intellectual Property.** Together with our licensors, we retain all ownership of and all rights in the Products (including any underlying software, data models, databases or data sets), any pre-existing codes, content, methodologies, templates, tools or other materials used in performing services, and any configurations, modifications or derivatives thereto (collectively “**Clarivate IP**”). Clarivate IP constitutes our valuable intellectual property, confidential information and trade secrets, and you may only use it as expressly permitted in the Agreement. You must promptly notify Clarivate if you become aware of any unauthorized use of Clarivate IP.

**(c) Compliance.** Clarivate and you shall act at all times in accordance with the laws, rules, regulations, export controls and economic sanctions as they apply to such party in connection with its obligations under the Agreement (“**Applicable Laws**”).

**(d) Updates.** The Products change from time to time. If we fundamentally change the Products in a way which materially impairs your usage of the Products, you may terminate the affected Products on written notice no later than 30 days after the change.

**(e) Passwords.** Your access to certain Products may require authentication (e.g. a password). Sharing passwords or facilitating access to unauthorized users is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that Clarivate IP is secure and inaccessible to unauthorized persons.

**(f) Usage information.** We may collect information related to your use of our Products. We may use this information for legitimate business reasons including without limitation to recommend products, services or functionality that may interest users, to test and improve our Products and to protect and enforce our rights under the Agreement, and may pass this information to our third party providers for the same purposes.

**(g) Feedback and knowledge.** Where you provide any comments, recommendation, suggestion or ideas, or any other feedback related to Clarivate IP (“**Feedback**”) we may use and exploit such Feedback without restriction or obligation to you and you will not obtain any rights in Clarivate IP. We may freely use our general knowledge, skills and experience, and any ideas, concepts, processes, know-how and techniques developed by Clarivate while providing



any Products (including professional services), provided we do not use your confidential or other proprietary information.

**(h) Documentation.** You may print or download PDF copies of user guides, online help, release notes, training materials and other documentation provided or made available within the Products or published online, as updated from time to time (“**Documentation**”) for your internal use with the Products, provided all copyright or proprietary rights notices are retained.

**(i) Third party providers.** The Products may include data, software and services from third parties. Some third party providers require Clarivate to pass additional terms through to you, and you must comply with these additional terms as applicable. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms that apply to your use of our Products visit <https://clarivate.com/legal-center/terms-of-business/third-party-terms/>

## 2. Your obligations

**(a) Limited license.** You may only use the Products in accordance with the applicable license set out in Sections 3 to 6, the relevant product/service terms referenced on the Order, and the Documentation. You are responsible for all acts or omissions of your users in connection with the Products, and ensuring users comply with these terms.

**(b) Your content.** You retain ownership of your pre-existing content, data and materials that you provide to us, or use with the Products (“**Content**”). You hereby grant Clarivate a license to use your Content as required by Clarivate to provide you with the Products (including right to sublicense the same to our subcontractors, as required). You must (i) ensure your Content does not infringe third party rights or any Applicable Laws; and (ii) notify Clarivate in advance before transmitting to us, and clearly mark, any of your Content that contains restricted data, including the jurisdiction and classification under applicable export control laws. Restricted data may include any information, data, or source code that is on an export controls list or equivalent list of any applicable jurisdiction or that is related to weapons, military/defense, intelligence, or law enforcement; aerospace or subsea technologies; cryptography, encryption, or cybersecurity tools; advanced or cutting-edge items or technologies; or items that could pose a danger to health or safety. Unless your Order includes backup services, we disclaim all responsibility for backing up your Content.

**(c) General obligations.** You must (i) ensure we have up-to-date contact and billing information for your Order; (ii) provide detailed, accurate and sufficiently complete information, specifications and instructions in a timely manner; (iii) ensure you are permitted to allow Clarivate to use and modify your equipment, systems, software and Content, as required to provide the Products; (iv) maintain then-current minimum technical requirements to access the Products, as applicable; and (v) perform any additional obligations specified in your Order. If reasonably requested, you must make authorized personnel available to agree on the impact of any failure or delay by you to comply with these requirements, and you must not unreasonably withhold or delay your consent to any consequential changes to the Agreement.

**(d) Third-party technology.** You may only integrate our software with, or access our data from, third-party software, systems, platforms or products (“**Third Party Technology**”) as permitted by the Agreement. You are responsible for procuring, maintaining and complying with any necessary license for the Third Party Technology (which is independent of the Agreement and your license to the Products).

**(e) Unauthorized technology.** Unless expressly permitted elsewhere in the Agreement for the relevant Product, you must not (i) introduce any malicious software into Clarivate IP or network; (ii) run or install any computer software or hardware on the Products or network; (iii) download or scrape data from the Products; (iv) perform any text or data mining or indexing of the Products or any underlying data; (v) use the Products or underlying data in conjunction with any third-party technology or any artificial intelligence, algorithms or models; or (vi) use the Products or underlying data to develop or train any artificial intelligence, algorithms or models.

**(f) Limitations.** Unless expressly permitted elsewhere in the Agreement, you may use the Products for your internal use only and may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, transform, reverse engineer, benchmark, frame, mirror, translate or transfer Clarivate IP in whole or in part, or as a component of any other product, service or material; (ii) use Clarivate IP to create any derivative works or any products (including tools, algorithms or models) that compete with or provide a substitute for a product offered by Clarivate or its third party providers; (iii) perform penetration testing; (iv) disable or bypass any functionality or





restrictions within the Products or (v) allow any third parties or unauthorized users to access, use or benefit from Clarivate IP in any way whatsoever. In each case, exercising legal rights that cannot be limited by agreement is not precluded.

**(g) Your Responsibilities.** Except to the extent attributable to Clarivate’s negligence, willful misconduct or recklessness, you are responsible for any violation of Applicable Laws or regulation, or violation of our or any third party rights (including unauthorized use) related to (i) your Content or your instructions to us; (ii) your combination or modification of Clarivate IP, or use with any other materials; (iii) your failure to install updates we have provided to you; or (iv) your breach of the Agreement. You are also responsible for Claims brought by third parties receiving the benefit of the Products through you. If you use the Products in breach of Sections 2 (e) or (f) you must delete or destroy any infringing material on our request. You must reimburse Clarivate if we incur costs or suffer losses in the circumstances set out in this Section.

### 3. Information Services

**(a) Definition.** “**Information Services**” means a product providing data, metadata, metrics, charts, graphs, literature or other information in any form (collectively “**Licensed Information**”), including via a Clarivate-provided tool, algorithm, process, web platform, an API, a datafeed, custom dataset or syndicated report.

**(b) License.** Your Authorized Users may use the Information Service solely for internal analysis and research purposes. Where an Information Service is available via a Clarivate-provided web platform, subject to the Product functionality, Authorized Users may view, download and print reasonable amounts of the Licensed Information for their own individual use. We determine a “reasonable amount” of Licensed Information by comparing user activity against the average activity rates for all other users of the same product.

**(c) Distribution.** Authorized Users may on an infrequent, irregular and ad hoc basis, distribute limited extracts of the Licensed Information internally to non-authorized users as incidental samples or for illustrative or demonstration purposes in reports or other documentation created in the ordinary course of their role. We determine a ‘limited extract’ as an amount of Licensed Information that has no independent commercial value and could not be used as a substitute for any service or product (or a substantial part of it) provided by us, our affiliates or third party providers. Licensed Information may also be distributed: (i) amongst Authorized Users; (ii) to government and regulatory authorities investigating you, if specifically requested; (iii) to persons acting on your behalf, to the extent required to provide legal or financial advice to you, and (iv) to third parties upon execution of a written agreement between you, Clarivate and the third party. For clarity, consent is not required for hosting services which host our Licensed Information solely on your behalf; provided, however that such third party shall in no way access or use the data for any purpose.

**(d) Attribution and representation.** Where users quote and excerpt Licensed Information in their work as permitted by the Agreement, they must appropriately cite and credit Clarivate as the source. Attribution to Clarivate and use of the Licensed Information must not categorize or identify Clarivate as an ‘expert’ in any context and to ensure Licensed Information is not misrepresented or taken out of context. Without our prior written consent, the Licensed Information shall not be filed with any securities authorities.

### 4. Installed Software

**(a) Definition.** “**Installed Software**” means software which is downloaded to or implemented on your servers.

**(b) License.** You may install Installed Software only for your internal user. Software licenses do not include updates (bug fixes, patches, maintenance releases), upgrades (releases or versions that include new features or additional functionality), APIs or Professional Services unless expressly stated in the Order. Your Order details your permitted installations, users, locations, the specified operating environment and other permissions and restrictions. You may use Installed Software in object code only. You are responsible for backups and may only make necessary copies of the Installed Software for such purposes.

**(c) Delivery.** Unless stated otherwise in your Order, we deliver Installed Software by making it available for download. You may first need to provide Clarivate with certain identifying information about your system administrator and you may be required to confirm availability or installation of our software.

**(d) Acceptance.** Unless set forth otherwise in an Order, when you download Installed Software and Documentation, you are accepting it for use in accordance with the Agreement.



## 5. Hosted Software

**(a) Definition.** “**Hosted Software**” means our software applications made available to you via the internet.

**(b) License.** You may use our Hosted Software only for your internal use. Your Order details your Authorized Users, locations and other permissions and restrictions. Software licenses do not include updates (bug fixes, patches, maintenance releases) or upgrades (releases or versions that include new features or additional functionality), unless you are on a multi-tenant solution or where you have purchased maintenance including such services.

**(c) Delivery.** We deliver our Hosted Software by providing you with online access to it. Unless set forth otherwise in an Order, when you access our Hosted Software, you are accepting it for use in accordance with the Agreement.

**(d) Content.** You grant Clarivate permission to use, store and process your Content. Access and use of your Content by us, our employees and contractors to the extent necessary to deliver the Hosted Software, including training, research assistance, technical support and other services. We will not disclose your Content except to support the Hosted Software, unless required by Applicable Laws (when we will use our reasonable efforts to provide notice to you). We may delete or disable your Content if required under Applicable Laws or where such Content violates the Agreement (and we will use our reasonable efforts to provide notice to you of such action). You may export your Content prior to termination or, where Content cannot be exported and is accessible by us, we may, at your cost and upon execution of an Order for such services, provide you with a copy of such Content.

**(e) Security.** We will inform you in accordance with Applicable Laws if we become aware of any unauthorized third party access to your Content and will use reasonable efforts to remedy identified security vulnerabilities. Our Hosted Software is designed to protect your Content, however, unless set forth otherwise in your Order, you are responsible for maintaining backups of your Content. If your Content is lost or damaged due to our breach, we will assist you in restoring your Content to the Hosted Software from your last available back up copy.

## 6. Professional services

**(a) Definition.** “**Professional Services**” means any professional services, including but not limited to implementation, customization, configuration, transition services, administrative services, consulting services, screening, search and analytics services, and watch services to be provided by Clarivate.

**(b) License.** Unless otherwise set out in the Order, you will own the deliverables set out in the Order, provided that (i) we retain all intellectual property rights in and to the Clarivate IP and you receive a license to use the Clarivate IP solely to the extent necessary to utilize the deliverables for your internal use; and (ii) if the deliverables include any configurations or modifications to our pre-existing products (including but not limited to implementation services and custom datasets) we retain all intellectual property rights in and to such deliverables, and you receive a license to use them in the same way as you are licensed to use the relevant Product. You agree deliverables are deemed accepted upon delivery unless agreed otherwise in an Order.

**(c) Changes.** Either of us may make written (including email) requests to change any aspect of the Professional Services, provided that no change will take effect unless and until we have each signed a formal change order setting out the impact of the change and any consequential changes required to the Agreement. Neither of us will unreasonably withhold our agreement to a change.

**(d) Access.** As required for Clarivate to perform the relevant Professional Services, you must provide reasonable access to your sites, equipment and systems and ensure the health and safety of our personnel on your premises and full cooperation from your qualified and experienced personnel as reasonably required. We will take reasonable steps to ensure that while on your site our personnel comply with reasonable security, health and safety and confidentiality requirements that are notified to Clarivate in advance.

## 7. APIs and Data Feeds

**(a) Information Services.** Where we make Licensed Information available to you via API or a data feed, the information service terms (Section 3 above) apply to the data you receive. You must ensure that the Licensed Information remains behind your firewall and is only accessible to your Authorized Users. If we deliver Licensed





Information via a data feed, you are responsible for loading and maintaining Licensed Information in a timely manner into your data stores. If we make an API available to you, you may use our APIs to enable Authorized Users to use the Products in accordance with the Agreement in conjunction with your own technology systems provided Clarivate approved accreditations remain visible at all times.

(b) **Software.** Clarivate may make APIs available to you to configure our Hosted Software and Installed Software (collectively “Software”) or otherwise allow our Software to interoperate with third-party programs or services (“Client Configurations”). Such APIs may only be used with the associated Software and in accordance with the applicable Documentation and/or terms of use. We disclaim all liability for Client Configurations.

(c) **Keys.** Our API and data feed keys must not be: (i) shared in any way; (ii) used for multiple interfaces; or (iii) used in any way that mimics any material functionality of any Products developed or marketed by Clarivate, or would reasonably be deemed competitive to any Products offered by Clarivate, our affiliates or third party providers. You must demonstrate interfaced systems if reasonably requested by us.

## 8. Charges

(a) **Payment and taxes.** You must pay our charges and reasonable expenses, together with any applicable taxes, without deduction within 30 days of the date of invoice, unless otherwise provided on your Order. Payment must be in the currency stated on your Order. We may levy a service charge of 1% per month or the highest lawful interest rate (whichever is lower) for late payment plus our reasonable collection costs, including attorneys’ fees. Our fees are exclusive of tax, and shall be paid by you free and clear of all deductions or withholdings provided, if you are required by law to deduct or withhold you will be responsible for paying to Clarivate such additional amount as will, after such deduction or withholding has been made, leave Clarivate with the same amount as we would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. Invoice disputes must be notified in writing to Clarivate within 15 days. Once resolved, payment of disputed invoices will be due immediately.

(b) **Changes.** We may change the charges for the Products with effect from the start of each renewal term by written notice as provided in the Order Form. If we believe your creditworthiness has deteriorated we may require full or partial payment before the continued performance of services. If you receive an electronic request to change our banking account number, you should contact our Treasury Department.

(c) **Increases in usage.** If your Order includes limits on usage, you must pay additional charges if you exceed those limits, based on the rates specified on the Order or our current standard pricing, whichever is greater. If you have enterprise wide or site wide access set out in your Order, our charges are established based on the size of your organization, anticipated number of users, site locations and population served as at the date of the Order, and if any one or a combination of these elements materially increases (e.g. if you acquire a new affiliate), we reserve the right to vary the charges.

## 9. Privacy

Each of us will at all times collect, disclose, store or otherwise process personal data in accordance with applicable laws relating to the use of personal data relating to individuals (“Data Privacy Laws”), including without limitation any laws relating to individual rights and cross-border transfers. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any investigation, claim, allegation, action, suit, proceeding or litigation with respect to an alleged breach of Data Privacy Laws in relation to activities under the Agreement. Each of us will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the personal data. You may not use personal data included in the Products (to the extent such data was not provided by you or collected by Clarivate on your behalf) to send bulk or mass emails or email blasts; to publish or distribute any advertising or promotional material; or to otherwise use such data in a manner that is prohibited by applicable law. You acknowledge that you are responsible for your own compliance with Data Privacy Laws, including, where applicable, determining your legal grounds for processing such data. If we process personal data as a processor on your behalf, the terms of the data processing addendum at <https://clarivate.com/terms-of-business> are hereby incorporated by reference. ‘Data controller’, ‘personal data’ and ‘process’ will have the meaning given in the applicable Data Privacy Laws or the data processing addendum.



## 10. Confidentiality

Each of us will (i) use industry standard administrative, physical and technical safeguards to protect the other's confidential information; (ii) only use the confidential information of the other for purposes related to the performance of the Agreement (including our provision of the Products); and (iii) not disclose such confidential information to anyone else except to the extent required by Applicable Laws or as necessary to perform, manage or enforce the Agreement (including where we need to share it with our subcontractors). If either of us is required to disclose the confidential information of the other by statute or court order, that party shall notify the other so that an appropriate protective order or other remedy can be obtained, unless the court or government agency prohibits prior notification. Confidential information of each party includes any information marked as confidential, or which a reasonable person would consider as being confidential, including information relating to Clarivate IP (including how it is developed and any underlying models or databases) or pricing, but shall not include information that is or becomes public or known on a non-confidential basis other than through breach of any duty or obligation of confidentiality.

## 11. Audit

**(a) Audit right.** Without limiting Clarivate's right to electronically monitor usage of the Products, we or our professional representatives may audit your compliance with the Agreement, on at least 10 business days' notice and during normal business hours, provided that we will not audit more than once in 12 months, unless we reasonably believe you are in breach or we are required to by a third party provider.

**(b) Costs.** If an audit reveals that you have breached the Agreement, you will pay (i) any underpaid charges; and (ii) the reasonable costs and expenses of undertaking the audit if you have underpaid the charges by more than 5% or if those costs are imposed on Clarivate by a third party provider.

## 12. Warranties and disclaimers

**(a) LIMITED WARRANTY. IN ADDITION TO THE WARRANTIES PROVIDED IN THE ORDER, WE WARRANT THAT (i) WE PROVIDE THE PRODUCTS USING COMMERCIALY REASONABLE SKILL AND CARE; (ii) OUR INSTALLED SOFTWARE WILL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION FOR 90 DAYS AFTER DELIVERY; AND (iii) OUR HOSTED SOFTWARE WILL SUBSTANTIALLY CONFORM TO ITS THEN-CURRENT DOCUMENTATION. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OR DELIVERY OF THE PRODUCTS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, THESE WARRANTIES AND ANY PRODUCT-SPECIFIC WARRANTIES THAT MAY BE INCLUDED IN YOUR ORDER ARE THE EXCLUSIVE WARRANTIES FROM CLARIVATE AND WE DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS, EXPRESS OR IMPLIED, INCLUDING OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.**

**(b) SOFTWARE. IF WE CANNOT RECTIFY ANY VALID SOFTWARE WARRANTY CLAIM WITHIN A REASONABLE PERIOD YOU MAY CANCEL YOUR LICENSE OF THE AFFECTED SOFTWARE BY WRITTEN NOTICE TO US. WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES BASED ON A FIVE (5) YEAR STRAIGHT-LINE DEPRECIATION FROM THE EFFECTIVE DATE OF THE APPLICABLE ORDER FOR THE SOFTWARE.**

**(c) PROFESSIONAL SERVICES. WE WILL RECTIFY PROFESSIONAL SERVICES IF YOU GIVE US WRITTEN NOTICE OF A VALID WARRANTY CLAIM WITHIN 30 DAYS OF DELIVERY. IF WE CANNOT RECTIFY ANY VALID WARRANTY CLAIM WITHIN A REASONABLE PERIOD WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES RELATED TO THE DEFECTIVE SERVICE AND WE MAY TERMINATE THE AFFECTED SERVICES BY WRITTEN NOTICE TO YOU.**

**(d) NO ADVICE. WE ARE NOT PROVIDING ANY ADVICE (LEGAL, FINANCIAL OR OTHERWISE) BY ALLOWING YOU TO ACCESS AND USE THE PRODUCTS. YOU ARE FULLY RESPONSIBLE FOR YOUR INTERPRETATIONS OF THE PRODUCTS. IF YOU DESIRE ADVICE, WE ENCOURAGE YOU TO ENGAGE LEGAL OR FINANCIAL PROFESSIONALS TO HELP YOU INTERPRET THE PRODUCTS. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY ACTION OR DAMAGES RESULTING FROM ANY DECISIONS YOU (OR ANY OTHER PARTY ACCESSING THE PRODUCTS THROUGH YOU) MAKE**





**IN RELIANCE ON THE PRODUCTS. WE ARE NOT A LAW FIRM OR PROFESSIONAL ADVISOR AND NO ATTORNEY-CLIENT OR OTHER PROFESSIONAL RELATIONSHIP IS CREATED.**

**(e) THIRD PARTY MATERIALS. WE DO NOT ACCEPT ANY RESPONSIBILITY FOR, AND WILL NOT BE LIABLE FOR CLAIMS ARISING FROM, THIRD PARTY TECHNOLOGY OR ANY THIRD PARTY MATERIALS ACCESSIBLE VIA LINKS IN THE PRODUCTS.**

### 13. Liability

**(a) Unlimited liabilities.** Neither of us excludes or limits liability for (i) fraud, (ii) death or personal injury caused by negligence, (iii) claims for payment or reimbursement or indemnification or (iv) any other liability, including gross negligence, where not permitted to do so under Applicable Laws and nothing in the Agreement shall be interpreted to do so.

**(b) Excluded losses.** Neither of us will be liable for (i) lost profits, lost business, lost revenue, anticipated savings, lost data, or lost goodwill; or (ii) any special, incidental or exemplary damages, indirect or consequential losses, or anticipated savings.

**(c) Limitation.** Except for the exclusions provide in Section 13.(a) above, the aggregate liability of each of us for all claims arising out of or in connection with the Agreement, including for breach of statutory duty, in tort or in negligence (collectively 'Claims'), will not exceed the amount of any actual direct damages up to two times the amounts payable in the 12 months prior to the first incident under which liability arose (or where the claim arose in the first 12 months of the Agreement, two times the amounts that would have been payable in the first 12 months) for the Product that is the subject of the claim.

**(d) Claims.** You may not assign or transfer Claims and you must bring Claims within 12 months of arising.

**(e) No liability.** We will not be responsible for failures, errors or delays that occur because of (i) your or a third party's technology or network; (ii) your actions or inaction (other than proper use of the Product), such as failing to follow the usage instructions or adhering to the minimum recommended technical requirements; (iii) changes you make to the Products; (iv) your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems; (v) your failure to install updates we have provided to you; or (vi) other causes not attributable to us. If we learn that the Product failed because of one of these, we reserve the right to charge you for our work in investigating the failure at our then currently applicable rates. At your request we will assist you in resolving the failure at a fee to be agreed upon.

**(f) Third party intellectual property.** If a third party sues you claiming that a Product as provided by Clarivate infringes their intellectual property rights then, provided your use of such Product has been in accordance with the terms of the Agreement, we will defend, indemnify, and hold harmless the Client against the claim and pay any damages, judgments, or expenses, including attorneys' fees and costs, directly related to such claim, provided that you (i) promptly notify Clarivate in writing of the claim; (ii) supply information we reasonably request; and (iii) allow Clarivate to control the defense and settlement. We shall not enter into any stipulated judgment or settlement that purports to bind you without your express written authorization, which shall not be unreasonably withheld or delayed. We have no liability for Claims to the extent caused by items not provided by us. In relation to liability arising solely from one of our third party providers' data, software or other materials, our liability will be limited to the amount we recover from that third party supplier divided by the number of Claims by our customers, including you.

**(g) Mitigation.** Each of us shall take reasonable steps to limit and mitigate any losses, liability, Claims or other costs it may incur under the Agreement and which it may seek to recover from the other, including under any reimbursement or indemnity. Further, in the event a Product infringes or may infringe a third party's intellectual property rights we may, at our expense and option: (a) replace or modify the Product to make it non-infringing, while maintaining equivalent functionality; (b) procure the right for you to continue using the Product pursuant to this Agreement; or (c) terminate the Product and provide you a refund on a pro-rata basis.

**(h) Equitable relief.** Each of us agrees that damages may not be a sufficient remedy for any misuse of the others intellectual property, confidential information or trade secrets, and each of us may seek equitable relief (including specific performance and injunctive relief) as a remedy for breach of the Agreement.





## 14. Term, Termination

**(a) Term.** The term and any renewal terms for the Products are described in your Order. If either of us does not wish to renew the Products set forth in an Order, in whole or in part, they must provide the other with at least 30 days' written notice before the end of the then current term.

**(b) Suspension.** We may on written notice suspend or limit your use of the Products or other Clarivate IP, or terminate the Agreement, (i) if required to do so by a third party provider, Applicable Laws, court or regulator; (ii) if you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) if there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement (including payment); or a violation of third party rights or Applicable Laws. Our notice will specify the cause of the suspension or limitation and, as applicable, the actions you must take to reinstate the Product. If you do not take the actions or the cause cannot be remedied within 30 days, we may terminate the Agreement. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

**(c) Termination.** We may terminate the Agreement, in whole or in part, in relation to a Product which is being discontinued, on 90 days' written notice. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and (if capable of remedy) fails to cure the material breach within 30 days of being notified to do so. Unless we terminate for breach or insolvency, pre-paid charges will be refunded on a pro-rated basis for terminations in accordance with the Agreement. Transition assistance may be provided upon the execution of an Order for such services.

**(d) Effect of termination.** Except to the extent we have agreed otherwise, upon termination, all your licenses and usage rights granted end immediately and you must permanently uninstall, expunge, delete or destroy the Products and Clarivate IP (including any copies thereof) in your or any third party's control or possession and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Clarivate any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

## 15. Force majeure

Other than payment obligations, neither of us shall be liable for any failure or delay in performance due to causes that cannot be reasonably controlled by that relevant party, such as (but not limited to) acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

## 16. Third party rights

Our affiliates and third party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

## 17. General

**(a) Assignment.** You may not assign or transfer the Agreement to anyone else without our prior written consent. We will provide you with written notice if we assign or transfer the Agreement, in whole or in part, as part of our business reorganization, which we may do provided the Products will not be adversely affected.

**(b) Marketing.** We may refer to you as a customer and use your trade names, trademarks, service marks, logos, domain names and other brand features in our marketing materials, customer lists, presentations and related materials.

**(c) Amendment.** These Terms may only be amended by mutual written agreement of you and Clarivate.

**(d) Enforceability.** The Agreement will always be deemed modified to the minimum extent necessary for it to be enforceable, unless modification fundamentally changes the Agreement.

**(e) Non-solicitation.** Clarivate is an independent contractor. You must not directly or indirectly solicit or recruit or attempt to solicit or recruit for employment or engagement any personnel of Clarivate during the term and for 12



months thereafter. Employment resulting from a general public advertisement or search engagement not specifically targeted at the relevant personnel is not precluded.

**(f) Performance.** We may perform some or all of our obligations from any of our offices globally or through any of our affiliates or third parties. Such affiliates and third parties are obligated to confidentiality obligations and we remain responsible for their performance.

**(g) Headings and summaries.** Headings and summaries shall not affect the interpretation of the Agreement.

**(h) Waiver.** Neither of us waives our rights or remedies by delay or inaction.

**(i) Governing law and jurisdiction.** Each of us agrees that any claim arising out of or in connection with the Agreement (including its formation) is subject to the exclusive governing law and exclusive jurisdiction specified in the Order. BOTH YOU AND CLARIVATE EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL IN THE EVENT ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT IS LITIGATED OR HEARD IN ANY COURT.

**(j) Precedence.** In the event of any conflict within the Agreement, the descending order of precedence is: the Order; the referenced documents (including any specific product/service terms); the remaining terms and conditions of this Agreement.

**(k) Notices.** Notices for Clarivate must be directed to [contract.admin@clarivate.com](mailto:contract.admin@clarivate.com). Notices for you will be directed to the Client entity and address identified in the Order. Each of us may update our notice information upon prior written notice to the other.

## 18. Insurance

Clarivate shall procure and maintain insurance in compliance with the requirements of this section.

Insurance coverage will be at least as broad as:

- COMMERCIAL GENERAL LIABILITY (CGL): \$1,000,000 PER OCCURRENCE; \$2,000,000 AGGREGATE  
Proof of coverage for \$1 Million per occurrence including products and completed operations, property damage, bodily injury, personal and advertising injury.
- AUTOMOBILE LIABILITY:  
Proof of coverage for \$1,000,000 provided covering any auto, or if Clarivate has no owned autos, hired, and non-owned autos, per accident for bodily injury and property damage.
- WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE: \$1,000,000 per accident for bodily injury or disease.  
The Worker's Compensation policy must be endorsed with a waiver of subrogation in favor of the Client for all work performed by Clarivate and its employees.  
(Not required if Clarivate provides written verification it has no employees) - If Clarivate has no employees, Clarivate shall complete and sign a Workers' Compensation Exemption Declaration and Release of Liability.
- PRIVACY, TECHNOLOGY AND DATA SECURITY LIABILITY, CYBER LIABILITY, OR TECHNOLOGY PROFESSIONAL LIABILITY coverage in the amount of \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Clarivate in this Agreement.

The insurance policies above are to comply with the following provisions:




- Additional Insured Status. The Client is to be covered as an additional insured on the CGL with respect to liability arising out of work or operations performed by or on behalf of Clarivate including materials, parts, or equipment furnished in connection with such work or operations.
- Primary Coverage. For any claims related to this Agreement, Clarivate’s and all subcontractor’s insurance coverage will be primary and non-contributory insurance as respects the Client. Any insurance or self-insurance maintained by the Client, its officers, officials, employees, agents, or volunteers will be excess of Clarivate’s and all subcontractor’s insurance and will not contribute with it.
- Waiver of Subrogation. Clarivate hereby grants to the Client a waiver of any right to subrogation, except as otherwise not applicable, which any insurer of said Clarivate may acquire against the Client by virtue of the payment of any loss, including attorney’s fees under such insurance.
- Verification of Coverage. Clarivate will furnish the Client with original Certificates of Insurance before services commence. However, failure to obtain the required documents prior to the work beginning will not waive Clarivate’s obligation to provide them. The Client reserves the right to require complete, certified copies of all required insurance policies at any time.
- Notice of Cancellation. Clarivate will provide notice to Client if coverage is canceled.

**19. Indemnification**

To the fullest extent permitted by law, Clarivate agrees to indemnify, defend, and hold harmless the Client (the “Indemnitees”), from and against any and all liability, claim, action, loss, injury, damage, judgment, or expense, including attorneys’ fees and costs (“Losses”) caused by or resulting from the negligence, recklessness, or willful misconduct of Clarivate, Clarivate’s officers, employees, agents or subcontractors directly related to this Agreement. Clarivate’s duty to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the gross negligence, recklessness, or willful misconduct of Indemnitees.

**SIGNATURE**

Signed on behalf of Innovative Interfaces Incorporated		Signed on behalf of Santa Cruz Public Libraries	
Signature		Signature	
Print Name	Jeff Anusbikian	Print Name	
Title	VP, Sales Operations	Title	
Date	December 14, 2022	Date	

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