



**AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-32 Term Software Licenses
Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software
Special Item No. 132-50 Training Courses

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

- **SIN 132-32 - TERM SOFTWARE LICENSES**
FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Microcomputers
Application Software
- **SIN 132-33 - PERPETUAL SOFTWARE LICENSES**
FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
- **SIN 132-34 - MAINTENANCE OF SOFTWARE**
- **SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)**

Ex Libris (USA), Inc.

**1350 E. Touhy Avenue
Des Plaines, IL 60018
847-296-2200**

www.exlibrisgroup.com

The Ex Libris Group is a global pioneer in software solutions for libraries and information centers. Over two decades of experience and thousands of loyal customers worldwide attest to our software strengths and library acumen. We aim to provide the finest technological solutions for accessing, integrating, and personalizing the heterogeneous information environment.

Contract Number: GS-35F-0344R

Period Covered by Contract: February 14, 2005 to February 13, 2020

**General Services Administration
Federal Supply Service**

Pricelist current through Modification #PS-0022 dated December 10, 2015 and Refresh 35.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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**INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!TM on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:
N/A

2. Contractor's Ordering Address and Payment Information:

**Ex Libris (USA), Inc.
1350 E. Touhy Avenue
Des Plaines, IL 60018
847-296-2200**

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards **will** be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

847-296-2200 (Monday – Friday, 9:30 am to 4:30 pm EST)
24X7hub@exlibrisgroup.com (after hours)

3. **LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. **Statistical Data for Government Ordering Office Completion of Standard Form 279:**

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **946475001**

Block 30: Type of Contractor - **B, Other small business**

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): **11-2979049**

4a. CAGE Code: **3TZP8**

4b. Contractor **has** registered with the Central Contractor Registration Database.

5. **FOB Destination**

6. **DELIVERY SCHEDULE**

a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

132-32

90 Days

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. **Discounts:** Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: **0% Net 30** days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity **As enumerated in proposed GSA pricelist**
- c. Dollar Volume **None**
- d. Government Educational Institutions **receive the same discount as other ordering entities**
- e. Other **None**

8. **Trade Agreements Act of 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing: **Ex Libris routinely provides its products to overseas customers and will ship software product appropriately packaged, or deliver it onsite locally internationally, or electronically as the individual ordering circumstances dictate.**

10. **Small Requirements:** The minimum dollar value of orders to be issued is **\$100**.

11. **Maximum Order** (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-32 - Term Software Licenses
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 – Maintenance of Software

- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE

CONTRACTS. In accordance with FAR 8.404:

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity's needs.

- a. Orders placed at or below the micro-purchase threshold. ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider--

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

Review additional Schedule Contractors'

- (1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and

- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite

8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

N/A

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with

qualified sources of supply.” The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

“BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract.”

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up “accounts” with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

N/A

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. **INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL
ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

SFX and Verde Warranty

Commencing immediately after the installation of the program and in consideration of payment of the annual fee as stipulated in the quotation, Ex Libris provides the customer in a timely manner with ongoing maintenance and technical support services relating to the program and enhancements, as outlined in the maintenance agreement. The warranty period for these products is three months from the date of installation.

ALEPH 500 Warranty

ALEPH 500's warranty period is three months from the date of installation. During this period, Ex Libris will service the system at no additional charge to the extent stipulated in our Software Maintenance Agreement and provide proper and timely correction of any ALEPH-related errors which prevent a normal, day-to-day operation of the library system.

Ex Libris assumes no warranties as to the quality, operability or reliability of the computer hardware purchased by the library, nor regarding the compatibility of ALEPH with other software programs, if any, hosted by the same computer system. Furthermore, Ex Libris does not warrant that the functions contained in ALEPH will run properly on any other hardware or that it will meet any unnegotiated requirements.

Furthermore, Ex Libris assumes no responsibility or liability for any damage or losses that might be caused to ALEPH databases that the library may have updated or attempted to update with unauthorized software or procedures.

Ex Libris represents and warrants that the ALEPH 500 system, including all modules all programming aids and all other items supplied under the contract provisions, provided that the Software are used in accordance with our recommended operating procedures, and are not abused or misused, shall remain free from any and all material defects and shall substantially conform to all stated specifications.

If without the written approval the library:

- (i) Exceeds the System performance or capacity specifications as set forth; or
- (ii) Utilizes the System for a purpose or in a manner not expressly authorized by VENDOR; or
- (iii) Makes modifications to the System or additions which shall have an adverse impact on the System specifications,

Then Ex Libris shall be relieved from any responsibility for a breach of warranty under this section and any other provisions set forth in this Agreement.

VENDOR warrants that the Product is Year 2000 Compliant and able to accurately process data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, IT IS EXPRESSLY AGREED THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE MADE BY VENDOR UNDER THIS AGREEMENT.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number: (A) (business hours) 847-296-2200 ; for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from (A) 9:30 am to 4:30 pm EST. After hours, users may contact 24X7hub@exlibrisgroup.com.

4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:

Basic maintenance services for ALEPH 500 and Voyager

On-going technical support and maintenance services for the current release of the licensed software, as well as updates and enhancements relevant to the release, during normal business hours as follows:

- -Technical support and error resolution assistance.
-Consultation, assistance, and advice with respect to technical questions, raised by the library, related to the use of ALEPH and Voyager.
-Consultation on the use of ALEPH and Voyager, normally given by telephone or electronic mail.
-New versions and improvements of the ALEPH and Voyager modules licensed to the library.
-Diagnosis and correction of bugs, errors or dysfunction reported by the library.
-Update of documentation as may be required with the supply of new versions and enhancements of ALEPH.
- Maintenance for Voyager and Voyager add-on products is free for the first year following software installation for all products purchased as part of the initial procurement. Should additional Voyager products (with the exception of those listed below) be purchased at a later date, maintenance is free for the first 6 months following software installation. If Test Server software or additional staff clients are purchased after the initial procurement, there is no free maintenance period.

Ex Libris provides access to support services from 9:30am to 4:30pm Eastern Time Monday through Friday. Technical support staff may be reached 24 hours a day to respond to Priority 1 support issues, defined as problems in which the system is entirely down and unusable, or when major functionality is unusable (either an entire module is not functioning, or the main work processes handled by that module are unusable.)

Basic Maintenance for Verde and SFX

Ex Libris provides the customer in a timely manner with ongoing maintenance and technical support services relating to the program and any enhancements.

Maintenance and support services comprise all reasonable efforts of resolution of errors or dysfunctions reported by customers, as well as consultation on the use of the programs and/or enhancements, as well as the supply of the tools required by customers to upgrade their existing resources for new versions of the program, all during Ex Libris's normal business hours.

Maintenance and support services are conditional upon the customer's granting Ex Libris appropriate remote access to the customer's equipment, and do not include on site services or installation of enhancements or of new program versions, for which Ex Libris invoices the customer at its standard daily rates plus travel and subsistence expenses, or at an agreed-upon rate.

MAINTENANCE AND SUPPORT SERVICES

Commencing immediately after the installation of the program and in consideration of payment of the annual fee as stipulated in the Quotation, Ex Libris provides the User in a timely manner with ongoing maintenance and technical support services relating to the program and any enhancements.

Ex Libris's maintenance and support services comprise all reasonable efforts of resolution of errors or dysfunctions reported by the User to Ex Libris, as well as consultation on the use of the program and/or enhancements, as well as the supply of the tools required by the User to upgrade its existing resources for new versions of the program, all during Ex Libris's normal business hours. The above maintenance and support services are conditional on the User's granting Ex Libris appropriate remote access to the User's equipment, and do not include on site services or installation of Enhancements or of new Program versions, for which Ex Libris invoices the User at its standard daily rates plus travel and subsistence expenses.

MAINTENANCE AND SERVICE TERM

All maintenance services provided within this agreement shall continue for a period of one (1) year. Unless sixty (60) days prior notice of intent not to renew is given by either party, the USER paying the then current maintenance and service fees may automatically renew this Agreement for additional subsequent one (1) year terms. The USER shall be provided written notice of any rate increase for the following year sixty (60) days prior to the anniversary date.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. **Annual Funding.** When annually appropriated funds are cited on an order for term licenses and maintenance, the period of the term licenses and maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and maintenance orders citing the new appropriation shall be required, if the term licenses and maintenance is to be continued during any remainder of the contract period.

d. **Cross-Year Funding Within Contract Period.** Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and maintenance is to be terminated at that time. Orders for the continuation of term licenses and maintenance will be required if the term licenses and maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Not offered under this contract.

7. TERM LICENSE CESSATION

Not offered under this contract.

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
 - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier

version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered. See proposed GSA schedule pricelist included with this offer and section 12 below.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses. Not offered under this contract.

12. SOFTWARE PRODUCT INFORMATION

Please see the product brochures enclosed with this offer:

- ALEPH Integrated Library System
- SFX Context- Sensitive Linking
- Voyager Integrated Library System
- Verde Electronic Resource Management

Maintenance for
ALEPH Term Software Licenses
(SIN 132-34)

Product Code	Description	SIN	GSA Price
AL-100	ALEPH Maintenance Tier A	132-34	\$3,778.33
AL-100-B	ALEPH Maintenance Tier B	132-34	\$7,556.67
AL-100-C	ALEPH Maintenance Tier C	132-34	\$11,350.01
AL-100-D	ALEPH Maintenance Tier D	132-34	\$15,113.35
AL-100-E	ALEPH Maintenance Tier E	132-34	\$18,750.00
AL-100-F	ALEPH Maintenance Tier F	132-34	\$22,670.02
AL-107	ALEPH Maintenance	132-34	\$272.04
AL-108	ALEPH Maintenance	132-34	\$120.90
AL-111 Z39.50	ALEPH Maintenance	132-34	\$453.40
AL-120-6	ALEPH Maintenance	132-34	\$94.45

Term Software Licenses (SIN 132-32)



SFX is an OpenURL link resolver that permits context-sensitive linking between all parts of an electronic collection available to an institution, including full-text repositories; abstracting, indexing, and citation databases; on-line catalogs; and citations appearing in research articles, e-print systems, and other Web resources. SFX is delivered with a KnowledgeBase that includes a range of configured SFX sources, targets, and services as well as more than 500,000 objects. The SFX global Knowledgebase also contains details for 50,000+ unique e-journal titles. The ongoing maintenance of this knowledgebase is a separate part of the services offered; it provides monthly updates of the contents.

Software price is based on base license price plus total FTE's. FTE=Full-Time Equivalent students and faculty. Pricing is based upon FTE, therefore prices below reflect maximum price per Tier.

Product Code	Description	SIN	Unit as applicable	GSA Price With IFF
SF-100-A	SFX Base Application License Tier A	132-32		\$10,421.25
SF-100-B	SFX Base Application License Tier B	132-32		\$17,587.93
SF-100-C	SFX Base Application License Tier C	132-32		\$24,623.11
SF-100-D	SFX Base Application License Tier D	132-32		\$33,065.32
SF-100-E	SFX Base Application License Tier E	132-32		\$41,964.82
SF-100-F	SFX Base Application License Tier F	132-32		\$53,045.22
SF-100-G	SFX Base Application License Tier G	132-32		\$61,642.31

SFX ASP – Hosted Version

SA-100-A	SFX Base Application License Tier A	132-32		\$6,136.
SA-100-B	SFX Base Application License Tier B	132-32		\$8,322.
SA-100-C	SFX Base Application License Tier C	132-32		\$9,962.
SA-100-D	SFX Base Application License Tier D	132-32		\$12,695.
SA-100-E	SFX Base Application License Tier E	132-32		\$18,055.
SA-100-F	SFX Base Application License Tier F	132-32		\$23,239.
SA-100-G	SFX Base Application License Tier G	132-32		\$28,176.
SA-100-H	SFX Base Application License Tier H	132-32		\$32,937.
SFMA-100	Marclt Annual Service (optional)	132-34		\$6,045.

SFX Maintenance Services (132-34)

Product Code	Description	SIN	Unit as applicable	Annual Maintenance (132-34) w. IFF	KnowledgeBase Service (132-34) w. IFF
SF-100-A	Base Application License Tier A	132-34		\$2032.14	\$1,511.33
SF-100-B	Base Application License Tier B	132-34		\$3,429.65	\$2,518.89
SF-100-C	Base Application License Tier C	132-34		\$4,801.51	\$3,526.44
SF-100-D	Base Application License Tier D	132-34		\$6,447.74	\$4735.16
SF-100-E	Base Application License Tier E	132-34		\$9,015.11	\$6,010.07
SF-100-F	Base Application License Tier F	132-34		\$10,348.82	\$7,596.97
SF-100-G	Base Application License Tier G	132-34		\$12,020.25	\$8,806.04
	ASP – Hosted Version			Maintenance is included in price	Knowledgebase is included in price
SA-100-A	Base Application License Tier A	132-34		N/A	N/A
SA-100-B	Base Application License Tier B	132-34		N/A	N/A
SA-100-C	Base Application License Tier C	132-34		N/A	N/A
SA-100-D	Base Application License Tier D	132-34		N/A	N/A
SA-100-E	Base Application License Tier E	132-34		N/A	N/A
SA-100-F	Base Application License Tier F	132-34		N/A	N/A
SA-100-G	Base Application License Tier G	132-34		N/A	N/A
SA-100-H	Base Application License Tier H	132-34		N/A	N/A
SFMA-100	Marclt Annual Service (optional)	132-34		N/A	
SFX Implementation Services					
SFIM-100	Installation and basic set-up		34		\$1,511.34
SFIM-110	Per additional SFX instance		132-34		\$503.78

Verde Maintenance Services (SIN 132-34)

Verde is a standalone staff tool used for the management of the business terms, licensing and trials of electronic resources.

Product Code	Description	SIN	Unit as applicable	Annual Maintenance (SIN 132-34) w IFF
VE-100	Electronic Resource Management Base License	132-34		
VE-102	Staff User Licenses	132-34		\$340.05
VE-103	Read-only Licenses	132-34		\$75.56
	HOSTED VERSION (ASP)			
VE-1033	Verde ASP for 3 staff users & 4 read-only users	132-34		N/A
VE-1034	Verde ASP for 2 staff users & 2 read-only users	132-34		N/A

SIN	MANU NAME	MFR PART NO	PRODUCT NAME	GSA PRICE (with IFF)	WARRANTY	COO	Annual Maintenance (132-34) 15% of comm purchase price (with IFF)	KnowledgeBase Service (132-34) 10% of comm purchase price (with IFF)
132-32	OSFX	SF-100-A	SFX Base Application License Tier A	\$10,421.25	3 Months	US	\$2,032.14	\$1,354.76
132-32	OSFX	SF-100-B	SFX Base Application License Tier B	\$17,587.93	3 Months	US	\$3,429.65	\$2,286.43
132-32	OSFX	SF-100-C	SFX Base Application License Tier C	\$24,623.11	3 Months	US	\$4,801.51	\$3,201.00
132-32	OSFX	SF-100-D	SFX Base Application License Tier D	\$33,065.32	3 Months	US	\$6,447.74	\$4,298.49
132-32	OSFX	SF-100-E	SFX Base Application License Tier E	\$41,964.82	3 Months	US	\$8,183.14	\$5,455.43
132-32	OSFX	SF-100-F	SFX Base Application License Tier F	\$53,045.22	3 Months	US	\$10,343.82	\$6,895.88
132-32	OSFX	SF-100-G	SFX Base Application License Tier G	\$61,642.31	3 Months	US	\$12,020.25	\$8,013.50
132-32	OSFX	SA-100-A	SFX Base Application License Tier A	\$6,136.00	3 Months	US		
132-32	OSFX	SA-100-B	SFX Base Application License Tier B	\$8,322.00	3 Months	US		
132-32	OSFX	SA-100-C	SFX Base Application License Tier C	\$9,962.00	3 Months	US		
132-32	OSFX	SA-100-D	SFX Base Application License Tier D	\$12,695.00	3 Months	US		
132-32	OSFX	SA-100-E	SFX Base Application License Tier E	\$18,055.00	3 Months	US		
132-32	OSFX	SA-100-F	SFX Base Application License Tier F	\$23,239.00	3 Months	US		
132-32	OSFX	SA-100-G	SFX Base Application License Tier G	\$28,176.00	3 Months	US		
132-32	OSFX	SA-100-H	SFX Base Application License Tier H	\$32,937.00	3 Months	US		
132-34	OSFX	SFMA-100	Marclt Annual Service (optional)	\$6,045.00	3 Months	US		
132-34	Verde	VE-100	Electronic Resource Management Base License		3 Months	US		
132-34	Verde	VE-102	Staff User Licenses		3 Months	US		
132-34	Verde	VE-103	Read-only Licenses		3 Months	US		
132-34	ALEPH	AL-100	ALEPH Maintenance	\$3,778.33	3 Months	US	\$3,778.33	
132-34	ALEPH	AL-100-B	ALEPH Maintenance	\$7,556.67	3 Months	US	\$7,556.67	
132-34	ALEPH	AL-100-C	ALEPH Maintenance	\$11,350.01	3 Months	US	\$11,350.01	
132-34	ALEPH	AL-100-D	ALEPH Maintenance	\$15,113.35	3 Months	US	\$15,113.35	

SIN	MANU NAME	MFR PART NO	PRODUCT NAME	GSA PRICE (with IFF)	WARRANTY	COO	Annual Maintenance (132-34) 15% of comm purchase price (with IFF)	KnowledgeBase Service (132-34) 10% of comm purchase price (with IFF)
132-34	ALEPH	AL-100-E	ALEPH Maintenance	\$18,750.00	3 Months	US	\$18,750.00	
132-34	ALEPH	AL-100-F	ALEPH Maintenance	\$22,670.02	3 Months	US	\$22,670.02	
132-34	ALEPH	AL-107	ALEPH Maintenance	\$272.04	3 Months	US	\$272.04	
132-34	ALEPH	AL-108	ALEPH Maintenance	\$120.90	3 Months	US	\$120.90	
132-34	ALEPH	AL-111	ALEPH Maintenance	\$453.40	3 Months	US	\$453.40	
132-34	ALEPH	AL-120-6	ALEPH Maintenance	\$94.45	3 Months	US	\$94.45	
132-34	SFX	SFIM-100	Installation and basic set-up	\$1,511.34	3 Months	US		
132-34	SFX	SFIM-110	Per additional SFX instance	\$503.78	3 Months	US		
132-33	Voyager	VSS1	Up to 75,000	\$29,750.00	1 year/USA	US	\$5,250.00	
132-33	Voyager	VSS2	75,001 to 150,000	\$42,500.00	1 year/USA	US	\$7,500.00	
132-33	Voyager	VSS3	150,001 -- 250,000	\$60,000.00	1 year/USA	US	\$11,250.00	
132-33	Voyager	VSS4	250,001 -- 500,000	\$75,000.00	1 year/USA	US	\$15,000.00	
132-33	Voyager	VSS5	501,000 -- 750,000	\$93,750.00	1 year/USA	US	\$18,750.00	
132-33	Voyager	VSS6	750,001 -- 1,000,000	\$112,500.00	1 year/USA	US	\$22,500.00	
132-33	Voyager	VSS7	1,000,001 - 1,500,000	\$131,250.00	1 year/USA	US	\$26,250.00	
132-33	Voyager	VSS8	1,500,001 - 2,000,000	\$150,000.00	1 year/USA	US	\$30,000.00	
132-33	Voyager	VSS9	2,000,001 - 2,500,000	\$187,500.00	1 year/USA	US	\$37,500.00	
132-33	Voyager	VSS10	2,500,001 - 3,000,000	\$225,000.00	1 year/USA	US	\$45,000.00	
132-33	Voyager	VSS11	3,000,001 - 4,000,000	\$262,500.00	1 year/USA	US	\$52,500.00	
132-33	Voyager	VSS12	4,000,001 - 5,000,000	\$300,000.00	1 year/USA	US	\$60,000.00	
132-33	Voyager	VSS13	5,000,001 - 6,000,000	\$337,500.00	1 year/USA	US	\$67,500.00	
132-33	Voyager	VSS14	6,000,001 - 7,000,000	\$375,000.00	1 year/USA	US	\$75,000.00	
132-33	Voyager	VSS15	7,000,001 - 8,000,000	\$412,500.00	1 year/USA	US	\$82,500.00	
132-33	Voyager	VSS16	8,000,001 - 9,000,000	\$450,000.00	1 year/USA	US	\$90,000.00	
132-33	Voyager	VSS17	9,000,001 - 10,000,000	\$487,500.00	1 year/USA	US	\$97,500.00	
132-33	Voyager	VSS18	10,000,001 - 11,000,000	\$525,000.00	1 year/USA	US	\$105,000.00	
132-33	Voyager	VSS19	11,000,001-12,000,000	\$562,500.00	1 year/USA	US	\$112,500.00	
132-33	Voyager	VOS1	Up to 75,000	\$4,165.00	1 year/USA	US	\$735.00	
132-33	Voyager	VOS2	75,001 to 150,000	\$5,950.00	1 year/USA	US	\$1,050.00	
132-33	Voyager	VOS3	150,001 -- 250,000	\$8,400.00	1 year/USA	US	\$1,575.00	

SIN	MANU NAME	MFR PART NO	PRODUCT NAME	GSA PRICE (with IFF)	WARRANTY	COO	Annual Maintenance (132-34) 15% of comm purchase price (with IFF)	KnowledgeBase Service (132-34) 10% of comm purchase price (with IFF)
132-33	Voyager	VOS4	250,001 -- 500,000	\$10,500.00	1 year/USA	US	\$2,100.00	
132-33	Voyager	VOS5	501,000 -- 750,000	\$13,125.00	1 year/USA	US	\$2,625.00	
132-33	Voyager	VOS6	750,001 -- 1,000,000	\$16,875.00	1 year/USA	US	\$3,375.00	
132-33	Voyager	VOS7	1,000,001 - 1,500,000	\$19,687.50	1 year/USA	US	\$3,937.50	
132-33	Voyager	VOS8	1,500,001 - 2,000,000	\$22,500.00	1 year/USA	US	\$4,500.00	
132-33	Voyager	VOS9	2,000,001 - 2,500,000	\$28,125.00	1 year/USA	US	\$5,625.00	
132-33	Voyager	VOS10	2,500,001 - 3,000,000	\$33,750.00	1 year/USA	US	\$6,750.00	
132-33	Voyager	VOS11	3,000,001 - 4,000,000	\$39,375.00	1 year/USA	US	\$7,875.00	
132-33	Voyager	VOS12	4,000,001 - 5,000,000	\$45,000.00	1 year/USA	US	\$9,000.00	
132-33	Voyager	VOS13	5,000,001 - 6,000,000	\$50,625.00	1 year/USA	US	\$10,125.00	
132-33	Voyager	VOS14	6,000,001 - 7,000,000	\$56,250.00	1 year/USA	US	\$11,250.00	
132-33	Voyager	VOS15	7,000,001 - 8,000,000	\$61,875.00	1 year/USA	US	\$12,375.00	
132-33	Voyager	VOS16	8,000,001 - 9,000,000	\$67,500.00	1 year/USA	US	\$13,500.00	
132-33	Voyager	VOS17	9,000,001 - 10,000,000	\$73,125.00	1 year/USA	US	\$14,625.00	
132-33	Voyager	VOS18	10,000,001 - 11,000,000	\$78,750.00	1 year/USA	US	\$15,750.00	
132-33	Voyager	VOS19	11,000,001-12,000,000	\$84,375.00	1 year/USA	US	\$16,875.00	
132-33	Voyager	VSSU1	Up to 71,000	\$42,500.00	1 year/USA	US	\$7,500.00	
132-33	Voyager	VSSU2	71,001 to 150,000	\$60,350.00	1 year/USA	US	\$10,650.00	
132-33	Voyager	VSSU3	150,001 -- 250,000	\$82,400.00	1 year/USA	US	\$15,450.00	
132-33	Voyager	VSSU4	250,001 -- 500,000	\$97,950.00	1 year/USA	US	\$19,590.00	
132-33	Voyager	VSSU5	501,000 -- 750,000	\$125,100.00	1 year/USA	US	\$25,020.00	
132-33	Voyager	VSSU6	750,001 -- 1,000,000	\$154,125.00	1 year/USA	US	\$30,825.00	
132-33	Voyager	VSSU7	1,000,001 - 1,500,000	\$173,775.00	1 year/USA	US	\$34,755.00	
132-33	Voyager	VSSU8	1,500,001 - 2,000,000	\$195,300.00	1 year/USA	US	\$39,060.00	
132-33	Voyager	VSSU9	2,000,001 - 2,500,000	\$243,750.00	1 year/USA	US	\$48,750.00	
132-33	Voyager	VSSU10	2,500,001 - 3,000,000	\$281,250.00	1 year/USA	US	\$56,250.00	
132-33	Voyager	VSSU11	3,000,001 - 4,000,000	\$318,750.00	1 year/USA	US	\$63,750.00	
132-33	Voyager	VSSU12	4,000,001 - 5,000,000	\$356,250.00	1 year/USA	US	\$71,250.00	
132-33	Voyager	VSSU13	5,000,001 - 6,000,000	\$393,750.00	1 year/USA	US	\$78,750.00	
132-33	Voyager	VSSU14	6,000,001 - 7,000,000	\$431,250.00	1 year/USA	US	\$86,250.00	

SIN	MANU NAME	MFR PART NO	PRODUCT NAME	GSA PRICE (with IFF)	WARRANTY	COO	Annual Maintenance (132-34) 15% of comm purchase price (with IFF)	KnowledgeBase Service (132-34) 10% of comm purchase price (with IFF)
132-33	Voyager	VSSU15	7,000,001 - 8,000,000	\$468,750.00	1 year/USA	US	\$93,750.00	
132-33	Voyager	VSSU16	8,000,001 - 9,000,000	\$506,250.00	1 year/USA	US	\$101,250.00	
132-33	Voyager	VSSU17	9,000,001 - 10,000,000	\$543,750.00	1 year/USA	US	\$108,750.00	
132-33	Voyager	VSSU18	10,000,001 - 11,000,000	\$581,250.00	1 year/USA	US	\$116,250.00	
132-33	Voyager	VSSU19	11,000,001-12,000,000	\$618,750.00	1 year/USA	US	\$123,750.00	
132-33	Voyager	VSSU20	12000001+			US		
132-33	Voyager	VOSU1	up to 71,000	\$5,950.00	1 year/USA	US	\$1,050.00	
132-33	Voyager	VOSU2	71,001 to 150,000	\$8,449.00	1 year/USA	US	\$1,491.00	
132-33	Voyager	VOSU3	150,001 -- 250,000	\$11,536.00	1 year/USA	US	\$2,163.00	
132-33	Voyager	VOSU4	250,001 -- 500,000	\$13,713.00	1 year/USA	US	\$2,742.60	
132-33	Voyager	VOSU5	501,000 -- 750,000	\$17,514.00	1 year/USA	US	\$3,502.80	N/A
132-33	Voyager	VOSU6	750,001 -- 1,000,000	\$23,118.75	1 year/USA	US	\$4,623.75	
132-33	Voyager	VOSU7	1,000,001 - 1,500,000	\$26,066.25	1 year/USA	US	\$5,213.25	
132-33	Voyager	VOSU8	1,500,001 - 2,000,000	\$29,295.00	1 year/USA	US	\$5,859.00	
132-33	Voyager	VOSU9	2,000,001 - 2,500,000	\$36,562.50	1 year/USA	US	\$7,312.50	
132-33	Voyager	VOSU10	2,500,001 - 3,000,000	\$42,187.50	1 year/USA	US	\$8,437.50	
132-33	Voyager	VOSU11	3,000,001 - 4,000,000	\$47,812.50	1 year/USA	US	\$9,562.50	
132-33	Voyager	VOSU12	4,000,001 - 5,000,000	\$53,437.50	1 year/USA	US	\$10,687.50	
132-33	Voyager	VOSU13	5,000,001 - 6,000,000	\$59,062.50	1 year/USA	US	\$11,812.50	
132-33	Voyager	VOSU14	6,000,001 - 7,000,000	\$64,687.50	1 year/USA	US	\$12,937.50	
132-33	Voyager	VOSU15	7,000,001 - 8,000,000	\$70,312.50	1 year/USA	US	\$14,062.50	
132-33	Voyager	VOSU16	8,000,001 - 9,000,000	\$75,937.50	1 year/USA	US	\$15,187.50	
132-33	Voyager	VOSU17	9,000,001 - 10,000,000	\$81,562.50	1 year/USA	US	\$16,312.50	
132-33	Voyager	VOSU18	10,000,001 - 11,000,000	\$87,187.50	1 year/USA	US	\$17,437.50	
132-33	Voyager	VOSU19	11,000,001-12,000,000	\$92,812.50	1 year/USA	US	\$18,562.50	
132-33	Voyager	VOSU20	12000001+			US		
132-33	Voyager	OPAC1	Less than 150,000	\$637.50	1 year/USA	US	\$112.50	
132-33	Voyager	OPAC2	150,000-249,999	\$600.00	1 year/USA	US	\$112.50	
132-33	Voyager	OPAC3	250,000 or more	\$562.50	1 year/USA	US	\$112.50	
132-33	Voyager	OPAC4	Less than 150,000	\$595.00	1 year/USA	US	\$105.00	

SIN	MANU NAME	MFR PART NO	PRODUCT NAME	GSA PRICE (with IFF)	WARRANTY	COO	Annual Maintenance (132-34) 15% of comm purchase price (with IFF)	KnowledgeBase Service (132-34) 10% of comm purchase price (with IFF)
132-33	Voyager	OPAC5	150,000-249,999	\$560.00	1 year/USA	US	\$105.00	
132-33	Voyager	OPAC6	250,000 or more	\$525.00	1 year/USA	US	\$105.00	
132-33	Voyager	OPAC7	Less than 150,000	\$510.00	1 year/USA	US	\$90.00	
132-33	Voyager	OPAC8	150,000-249,999	\$480.00	1 year/USA	US	\$90.00	
132-33	Voyager	OPAC9	250,000 or more	\$450.00	1 year/USA	US	\$90.00	
132-33	Voyager	OPAC10	Less than 150,000	\$467.50	1 year/USA	US	\$82.50	
132-33	Voyager	OPAC11	150,000-249,999	\$440.00	1 year/USA	US	\$82.50	
132-33	Voyager	OPAC12	250,000 or more	\$412.50	1 year/USA	US	\$82.50	
132-33	Voyager	OPAC13	Less than 150,000	\$425.00	1 year/USA	US	\$75.00	
132-33	Voyager	OPAC14	150,000-249,999	\$400.00	1 year/USA	US	\$75.00	
132-33	Voyager	OPAC15	250,000 or more	\$375.00	1 year/USA	US	\$75.00	N/A
132-33	Voyager	OPAC16	Less than 150,000	\$382.50	1 year/USA	US	\$67.50	
132-33	Voyager	OPAC17	150,000-249,999	\$360.00	1 year/USA	US	\$67.50	
132-33	Voyager	OPAC18	250,000 or more	\$337.50	1 year/USA	US	\$67.50	
132-33	Voyager	OPAC19	Less than 150,000	\$340.00	1 year/USA	US	\$60.00	
132-33	Voyager	OPAC20	150,000-249,999	\$320.00	1 year/USA	US	\$60.00	
132-33	Voyager	OPAC21	250,000 or more	\$300.00	1 year/USA	US	\$60.00	
132-33	Voyager	OPAC22	Less than 150,000	\$306.00	1 year/USA	US	\$54.00	
132-33	Voyager	OPAC23	150,000-249,999	\$288.00	1 year/USA	US	\$54.00	
132-33	Voyager	OPAC24	250,000 or more	\$270.00	1 year/USA	US	\$54.00	
132-33	Voyager	OPAC25	Less than 150,000	\$276.25	1 year/USA	US	\$48.75	
132-33	Voyager	OPAC26	150,000-249,999	\$260.00	1 year/USA	US	\$48.75	
132-33	Voyager	OPAC27	250,000 or more	\$243.75	1 year/USA	US	\$48.75	
132-33	Voyager	OPAC28	Less than 150,000	\$255.00	1 year/USA	US	\$45.00	
132-33	Voyager	OPAC29	150,000-249,999	\$240.00	1 year/USA	US	\$45.00	
132-33	Voyager	OPAC30	250,000 or more	\$225.00	1 year/USA	US	\$45.00	
132-33	Voyager	OPAC31	Less than 150,000	\$210.00	1 year/USA	US	\$42.00	
132-33	Voyager	OPAC32	150,000-249,999	\$210.00	1 year/USA	US	\$42.00	
132-33	Voyager	OPAC33	250,000 or more	\$210.00	1 year/USA	US	\$42.00	
132-33	Voyager	OPAC34	Less than 150,000	\$198.75	1 year/USA	US	\$39.75	

SIN	MANU NAME	MFR PART NO	PRODUCT NAME	GSA PRICE (with IFF)	WARRANTY	COO	Annual Maintenance (132-34) 15% of comm purchase price (with IFF)	KnowledgeBase Service (132-34) 10% of comm purchase price (with IFF)
132-33	Voyager	OPAC35	150,000-249,999	\$198.75	1 year/USA	US	\$39.75	
132-33	Voyager	OPAC36	250,000 or more	\$198.75	1 year/USA	US	\$39.75	
132-33	Voyager	OPAC37	Less than 150,000	\$187.50	1 year/USA	US	\$37.50	
132-33	Voyager	OPAC38	150,000-249,999	\$187.50	1 year/USA	US	\$37.50	
132-33	Voyager	OPAC39	250,000 or more	\$187.50	1 year/USA	US	\$37.50	
132-33	Voyager	SCL1	Less than 150,000	\$1,275.00	1 year/USA	US	\$225.00	
132-33	Voyager	SCL2	150,000-249,999	\$1,200.00	1 year/USA	US	\$225.00	
132-33	Voyager	SCL3	250,000 or more	\$1,125.00	1 year/USA	US	\$225.00	
132-33	Voyager	SCL4	Less than 150,000	\$1,020.00	1 year/USA	US	\$180.00	
132-33	Voyager	SCL5	150,000-249,999	\$960.00	1 year/USA	US	\$180.00	
132-33	Voyager	SCL6	250,000 or more	\$900.00	1 year/USA	US	\$180.00	N/A
132-33	Voyager	SCL7	Less than 150,000	\$850.00	1 year/USA	US	\$150.00	
132-33	Voyager	SCL8	150,000-249,999	\$800.00	1 year/USA	US	\$150.00	
132-33	Voyager	SCL9	250,000 or more	\$750.00	1 year/USA	US	\$150.00	
132-33	Voyager	SCL10	Less than 150,000	\$765.00	1 year/USA	US	\$135.00	
132-33	Voyager	SCL11	150,000-249,999	\$720.00	1 year/USA	US	\$135.00	
132-33	Voyager	SCL12	250,000 or more	\$675.00	1 year/USA	US	\$135.00	
132-33	Voyager	SCL13	Less than 150,000	\$680.00	1 year/USA	US	\$120.00	
132-33	Voyager	SCL14	150,000-249,999	\$640.00	1 year/USA	US	\$120.00	
132-33	Voyager	SCL15	250,000 or more	\$600.00	1 year/USA	US	\$120.00	
132-33	Voyager	SCL16	Less than 150,000	\$595.00	1 year/USA	US	\$105.00	
132-33	Voyager	SCL17	150,000-249,999	\$560.00	1 year/USA	US	\$105.00	
132-33	Voyager	SCL18	250,000 or more	\$525.00	1 year/USA	US	\$105.00	
132-33	Voyager	SCL19	Less than 150,000	\$510.00	1 year/USA	US	\$90.00	
132-33	Voyager	SCL20	150,000-249,999	\$480.00	1 year/USA	US	\$90.00	
132-33	Voyager	SCL21	250,000 or more	\$450.00	1 year/USA	US	\$90.00	
132-33	Voyager	SCL22	Less than 150,000	\$467.50	1 year/USA	US	\$82.50	
132-33	Voyager	SCL23	150,000-249,999	\$440.00	1 year/USA	US	\$82.50	
132-33	Voyager	SCL24	250,000 or more	\$412.50	1 year/USA	US	\$82.50	
132-33	Voyager	SCL25	Less than 150,000	\$425.00	1 year/USA	US	\$75.00	

SIN	MANU NAME	MFR PART NO	PRODUCT NAME	GSA PRICE (with IFF)	WARRANTY	COO	Annual Maintenance (132-34) 15% of comm purchase price (with IFF)	KnowledgeBase Service (132-34) 10% of comm purchase price (with IFF)
132-33	Voyager	SCL26	150,000-249,999	\$400.00	1 year/USA	US	\$75.00	
132-33	Voyager	SCL27	250,000 or more	\$375.00	1 year/USA	US	\$75.00	
132-33	Voyager	SCL28	Less than 150,000	\$340.00	1 year/USA	US	\$60.00	
132-33	Voyager	SCL29	150,000-249,999	\$320.00	1 year/USA	US	\$60.00	
132-33	Voyager	SCL30	250,000 or more	\$300.00	1 year/USA	US	\$60.00	
132-34	Voyager	ILL1	Up to 150,000		1 year/USA	US	\$2,250.00	
132-34	Voyager	ILL2	150,001 --250,000		1 year/USA	US	\$2,250.00	
132-34	Voyager	ILL3	250,001--750,000		1 year/USA	US	\$2,250.00	
132-34	Voyager	ILL4	750,001 -- 1,500,000		1 year/USA	US	\$3,750.00	
132-34	Voyager	ILL5	1,500,001 +		1 year/USA	US	\$5,250.00	
132-33	Voyager	MS1	Up to 150,000	\$12,750.00	1 year/USA	US	\$2,250.00	N/A
132-33	Voyager	MS2	150,001 --250,000	\$12,000.00	1 year/USA	US	\$2,250.00	
132-33	Voyager	MS3	250,001--750,000	\$11,250.00	1 year/USA	US	\$2,250.00	
132-33	Voyager	MS4	750,001 -- 1,500,000	\$18,750.00	1 year/USA	US	\$3,750.00	
132-33	Voyager	MS5	1,500,001+	\$26,250.00	1 year/USA	US	\$5,250.00	
132-33	Voyager	3Mi1	Up to 150,000	\$4,250.00	1 year/USA	US	\$750.00	
132-33	Voyager	3Mi2	150,001 --250,000	\$4,000.00	1 year/USA	US	\$750.00	
132-33	Voyager	3Mi3	250,001--750,000	\$3,750.00	1 year/USA	US	\$750.00	
132-33	Voyager	3Mi4	750,001 -- 1,500,000	\$5,625.00	1 year/USA	US	\$1,125.00	
132-33	Voyager	3Mi5	1,500,001 +	\$7,500.00	1 year/USA	US	\$1,500.00	
132-33	Voyager	GS1	Up to 150,000	\$12,750.00	1 year/USA	US	\$2,250.00	
132-33	Voyager	GS2	150,001 --250,000	\$12,000.00	1 year/USA	US	\$2,250.00	
132-33	Voyager	GS3	250,001--750,000	\$11,250.00	1 year/USA	US	\$2,250.00	
132-33	Voyager	GS4	750,001 -- 1,500,000	\$18,750.00	1 year/USA	US	\$3,750.00	
132-33	Voyager	GS5	1,500,001+	\$26,250.00	1 year/USA	US	\$5,250.00	
132-33	Voyager	ARS1	Up to 150,000	\$21,250.00	1 year/USA	US	\$3,750.00	
132-33	Voyager	ARS2	150,001-250,000	\$20,000.00	1 year/USA	US	\$3,750.00	
132-33	Voyager	ARS3	250,001--1,000,000	\$18,750.00	1 year/USA	US	\$3,750.00	
132-33	Voyager	ARS4	1,000,001 +	\$30,000.00	1 year/USA	US	\$6,000.00	
132-34	Voyager	UC1	Up to 150,000 (per member library)		1 year/USA	US	\$2,250.00	

SIN	MANU NAME	MFR PART NO	PRODUCT NAME	GSA PRICE (with IFF)	WARRANTY	COO	Annual Maintenance (132-34) 15% of comm purchase price (with IFF)	KnowledgeBase Service (132-34) 10% of comm purchase price (with IFF)
132-34	Voyager	UC2	150,001-250,000 (per member library)		1 year/USA	US	\$2,250.00	
132-34	Voyager	UC3	250,001+ (per member library)		1 year/USA	US	\$2,250.00	
132-34	Voyager	UB1	Up to 150,000 (per member library)		1 year/USA	US	\$2,250.00	
132-34	Voyager	UB2	150,001-250,000 (per member library)		1 year/USA	US	\$2,250.00	
132-34	Voyager	UB3	250,001+ (per member library)		1 year/USA	US	\$2,250.00	
132-33	Voyager	TS1	Up to 150,000	\$17,000.00	1 year/USA	US	\$3,000.00	
132-33	Voyager	TS2	150,001--200,000	\$16,000.00	1 year/USA	US	\$3,000.00	
132-33	Voyager	TS3	250,001--500,000	\$15,000.00	1 year/USA	US	\$3,000.00	
132-33	Voyager	TS4	501,000-1,000,000	\$18,750.00	1 year/USA	US	\$3,750.00	N/A
132-33	Voyager	TS5	1,000,001+	\$24,000.00	1 year/USA	US	\$4,500.00	
132-34	Voyager	BIR1	Up to 150,000		1 year/USA	US	\$1,500.00	
132-34	Voyager	BIR2	150,001 --250,000		1 year/USA	US	\$1,500.00	
132-34	Voyager	BIR3	250,001--750,000		1 year/USA	US	\$1,500.00	
132-34	Voyager	BIR4	750,001 -- 1,500,000		1 year/USA	US	\$2,250.00	
132-34	Voyager	BIR5	1,500,001+		1 year/USA	US	\$3,000.00	
132-34	Voyager	IIR1	Up to 150,000		1 year/USA	US	\$2,250.00	
132-34	Voyager	IIR2	150,001 --250,000		1 year/USA	US	\$2,250.00	
132-34	Voyager	IIR3	250,001--750,000		1 year/USA	US	\$2,250.00	
132-34	Voyager	IIR4	750,001 -- 1,500,000		1 year/USA	US	\$3,750.00	
132-34	Voyager	IIR5	1,500,001+		1 year/USA	US	\$5,250.00	
132-34	Voyager	BIII1	Up to 150,000		1 year/USA	US	\$3,375.00	
132-34	Voyager	BIII2	150,001 --250,000		1 year/USA	US	\$3,375.00	
132-34	Voyager	BIII3	250,001--750,000		1 year/USA	US	\$3,375.00	
132-34	Voyager	BIII4	750,001 -- 1,500,000		1 year/USA	US	\$5,400.00	
132-34	Voyager	BIII5	1,500,001+		1 year/USA	US	\$8,100.00	
132-34	Voyager	IIU1	Up to 150,000		1 year/USA	US	\$2,250.00	
132-34	Voyager	IIU2	150,001 --250,000		1 year/USA	US	\$2,250.00	
132-34	Voyager	IIU3	250,001--750,000		1 year/USA	US	\$2,250.00	

SIN	MANU NAME	MFR PART NO	PRODUCT NAME	GSA PRICE (with IFF)	WARRANTY	COO	Annual Maintenance (132-34) 15% of comm purchase price (with IFF)	KnowledgeBase Service (132-34) 10% of comm purchase price (with IFF)
132-34	Voyager	IIU4	750,001 -- 1,500,000		1 year/USA	US	\$3,750.00	
132-34	Voyager	IIU5	1,500,001+		1 year/USA	US	\$5,250.00	
132-50	SFX	SFIM-102	SFX Blended training package (on-site and Web-based)	\$2,931.98		US		
132-50	Voyager	Train4	Voyager Orientation (2 days)	\$3,201.00		US		
132-50	Voyager	Train5	Voyager Functional (4 days)	\$6,402.00		US		
132-50	Voyager	Train6	Voyager Modular/Follow-up (2 days)	\$3,201.00		US		
132-50	Voyager	Train7	Media Scheduling (2 days)	\$3,201.00		US		
132-50	Voyager	Train8	Universal Borrowing (2 days)	\$3,201.00		US		
132-50	Voyager	Train9	Additional On-Site (per day)	\$1,600.50		US		
132-50	Voyager	Train10	Additional Web-based (per session)	\$485.00		US		N/A
132-50	Voyager	Train11	Interlibrary Loan (6 web-based sess)	\$4,801.50		US		

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses, must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

9. “NO CHARGE” TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None

10. TRAINING COURSE DESCRIPTIVE INFORMATION:

SFX Training

Covers the search interfaces, authentication, the KnowledgeBase, customization, and statistics/reporting. SFX training is a blend of on-site and Web-based training modules.

Length: Web-based training (consisting of two 2-hour sessions), followed by one day of on-site training.

Mandatory and desirable prerequisites for student enrollment: Students should be library staff who will be involved in various aspects of system administration, interface customization, and library reference work.

Number of students per class: Maximum of 12 students per class.

Location: Usually web-based, but it can be on-site by arrangement.

Schedule: The class runs from nine to five, with a break for lunch.

Price: \$2,932.00

TRAIN 4 - Voyager Orientation Training

Title: Voyager Orientation Training – Training is conducted by the library’s Project Manager, and covers System Administration, Data Migration, and overall Project Planning.

Course Length: Two days.

Mandatory and desirable prerequisites for student enrollment: Students must be employees of the library or site, typically librarians or others with training in library technical services, who will be using ALEPH.

Minimum and maximum number of students per class: No more than five students per class.

Location: Ex Libris office in Des Plaines, Illinois.

Class schedule: Nine to five, with a break for lunch.

Price: \$3,201.00

TRAIN 5 - Voyager Functional Training

Title: Voyager Functional Training - Functional training includes hands-on exercises in the use of all system modules: Acquisitions, Cataloging, Circulation and Serials.

Length: Four days

Mandatory and desirable prerequisites for student enrollment: Library technical services background.

Number of students per class: No more than eight students per class.

Location: At the library.

Schedule: Nine to five, with a break for lunch

Price: \$6,402.00.

TRAIN 6 - Voyager Modular and Follow-up Training

Title: Voyager Modular and Follow-up Training – This training can be module-specific or used for general follow-up and consultation.

Length: Two days

Mandatory and desirable prerequisites for student enrollment: Library technical services background.

Number of students per class: No more than eight students per class.

Location: At the library

Schedule: Nine to five, with a break for lunch

Price: \$3,201.00.

TRAIN 7 - Voyager Media Scheduling Training

Title: - Voyager Media Scheduling Training – Lecture and hands-on exercises in the use of Media Scheduling

Length: Two days

Mandatory and desirable prerequisites for student enrollment: Library technical services background.

Number of students per class: No more than eight students per class.

Location: At the library.

Schedule: Nine to five, with a break for lunch

Price: \$3,201.00

TRAIN 8 Additional On-Site Training

Title: Product-specific functional training. This can be on the topic of the customer’s choosing.

Length: Two-day minimum.

Mandatory and desirable prerequisites for student enrollment: Library technical services background.

Number of students per class: Maximum of 8 students per class.

Location: Library site

Schedule: The class runs from nine to five, with a break for lunch.

Price: \$1,600.50 per day.

TRAIN 9 -Additional Web-Based Training

Title: Web-based training. Topic can be of the customer's choosing.

Length: Approximately two hours.

Mandatory and desirable prerequisites for student enrollment: Library technical services background.

Number of students per class: Limited only by library's space.

Location: Library site

Schedule: N/A.

Price: \$485.00

Class Size Max 8 staff

Train4	Voyager Orientation (2 days)	Ex Libris Site	\$3,201.00
Train5	Voyager Functional (4 days)	Activity Site	\$6,402.00
Train6	Voyager Modular/Follow-up (2 days)	Activity Site	\$3,201.00
Train7	Media Scheduling (2 days)	Activity Site	\$3,201.00
Train8	Additional On-Site (per day)	Activity Site	\$1,600.50
Train9	Additional Web-based (per session)	Activity Site	\$485.00

Training Courses (SIN 132-50)

Product Code	Description	SIN	Unit as applicable	GSA Price
	SFX			
SFIM-102	Training package (Web-based)	132-50		\$2931.98
	Voyager Training			
Train4	Voyager Orientation	132-50		\$3201.00
Train5	Voyager Functional	132-50		\$6,402.00
Train6	Voyager Modular and Follow-up	132-50		\$3201.00
Train 7	Voyager Media Scheduling	132-50		\$3201.00
Train8	Voyager Additional On-site	132-50		\$1,600.50
Train9	Voyager Web-based	132-50		\$485.00

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

Ex Libris Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Kathryn Heavey, Director of Sales Operations, 847-227-4832, kathryn.heavey@exlibrisgroup.com** .

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

End User License Agreements for Software and Maintenance

ALEPH Software Maintenance Agreement

SCHEDULE I

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

AGREEMENT made on the ___ day of _____, 20XX (the “Effective Date”), by and between Ex Libris (USA), Inc., a company incorporated under the laws of New York, having its main office at 1350 East Touhy Avenue, Des Plaines, IL 60018 (“ExLibris”), and the GSA Customer, _____, an entity having its main office at _____ (“User”).

WHEREAS, ExLibris has granted User a non-exclusive, non-transferable license to use ALEPH 500 in an Approved Technical Environment; and

WHEREAS, User is contracting with ExLibris for ongoing software support, maintenance and update services for the System; and

WHEREAS, ExLibris wants to provide said services in accordance with the terms and conditions hereinafter set forth,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

INTERPRETATION AND DEFINITIONS

Where used in this agreement, unless the context requires otherwise, the following alphabetically listed words and phrases have the respective meanings defined below:

“Approved Technical Environment” shall mean the computer hardware and operating software requirements set out in the ExLibris Documentation Center, as such requirements shall be revised by ExLibris from time to time..

“Current Release” means the most recent version of the System generally released to ExLibris’ licensees of the System.

“Maintenance Fee” means the amount to be paid by User to ExLibris for the services set forth in the GSA Schedule Price List and applicable GSA Customer Purchase Order(s).

“New Release” shall mean new versions of the System or modules thereof, licensed to User which may be developed by ExLibris and which are provided to ExLibris’ licensees of the System upon their official release, at no additional cost.

“Payment Schedule” means the dates and terms for payments to ExLibris in accordance with the underlying GSA Schedule Contract, Schedule Price List, and GSA Customer Purchase Order(s).

“Supported Releases” shall mean the Current Release and the immediate two previous versions of the System following general release of the Current Release to ExLibris’ licensees.

“Update” shall mean revisions and error corrections to the System which may be introduced by ExLibris and which are provided to ExLibris’ licensees of the System upon their official release, at no additional cost.

SOFTWARE MAINTENANCE AND SUPPORT SERVICES

In consideration of the prompt and uninterrupted payments set out in this Maintenance Agreement and the performance of other undertakings of User hereunder, ExLibris agrees to provide User with on-going technical support and maintenance services during ExLibris’ normal business hours relating to the Supported Releases, as well as Updates and New Releases relevant to the Current Release in use at the Location, all as follows:

Diagnosis and correction of Errors reported by User in the System, as set out in Section 3 below;

New Releases and Updates of the System licensed to User which may be developed by ExLibris and which are provided to ExLibris' licensees of the System upon their official release at no additional cost, other than the costs incurred by ExLibris for adaptation, installation, data conversion and/or special developments, if any, as stipulated herein below; and

Update of operating instructions as may be required with the supply of New Releases and Updates of the System.

UNDERTAKINGS OF EXLIBRIS

Should a problem reported by User pursuant to Section 4.5 below remain undefined or unresolved after User has taken the actions prescribed by ExLibris' support center, ExLibris' software support engineer will at no additional cost to User and provided the problem is an Error in the unaltered portion of a Supported Release :

Attempt to correct or by-pass the Error by providing User with a corrective solution and/or information, to the extent available;

If the System is or remains inoperable, make reasonable commercial efforts to resolve the Error by providing a local fix or by-pass as follows:

For problems that prevent use of a primary System function, respond within 12 business hours.

For problems that affect the integrity of the database, respond within 12 business hours.

For problems that do not interfere with the routine use of the System, rectify problem with an Update.

UNDERTAKINGS OF USER

User shall ensure that the System (which for purposes of this Section 4 and 5 also includes third party software) is used only in accordance with ExLibris guidelines and shall ensure that the Supported Releases are operated by a qualified, properly trained and experienced staff, in keeping with the instructions of ExLibris.

User shall ensure that prescribed back-up, restart, data security and other procedures required for the proper use of the System are available and properly implemented at the Location(s).

User shall install or cause to be installed New Releases and Updates of the Current Release in accordance with instructions of ExLibris.

Unless otherwise agreed by the parties on a case-to-case basis, User shall install Updates within 3 months of, and New Releases within 12 months of, ExLibris' announcement of the release and general availability of such Updates and New Releases. The installation of such Updates and New Releases is a mandatory condition of the continued support by ExLibris. ExLibris shall inform User with reasonable advance notice of the date of cessation of ExLibris' maintenance and support services for releases prior to the Current Release.

User shall notify ExLibris' support center (at the location indicated by ExLibris) by telephone or electronic mail or, preferably, by means of ExLibris' password-protected Reporting System, of all alleged Errors and shall provide ExLibris with all particulars requested in order to reproduce the Error on ExLibris' own installation. For such notifications, reports and transmittal of particulars, ExLibris shall provide User with sample access procedures, which User agrees to avail itself of to the fullest possible extent. For ExLibris maintenance and support of User's Location, User shall appoint a support

coordinator who shall serve as ExLibris' point of contact and have the responsibility of coordinating and centralizing all two-way communications between ExLibris and User's Locations.

User shall carry out the procedures for defining the alleged Error in User's Approved Technical Environment, which ExLibris' support center may request.

For the purposes of Sections 3 and 8 hereof, User shall, subject to Government security restrictions, provide a connection from its Approved Technical Environment, allowing ExLibris continuous and unrestricted remote electronic access via TCP/IP, including Telnet and FTP.

USE OF THE SYSTEM

User agrees to use the System only and solely in the Approved Technical Environment and in accordance with ExLibris' then applicable operating instructions.

During periods when the Approved Technical Environment is inoperable or prior to its installation, the System may be used temporarily on a back-up or replacement computer, compatible with the Current Release and of sufficient capacity, until the Approved Technical Environment is repaired or installed, as the case may be, provided that ExLibris is given reasonable advance notice thereof.

User may not change or alter the System, nor merge it with other computer programs without the prior written consent of ExLibris.

Should the System be altered by User or any third party without ExLibris' prior written consent, or should other computer software not supplied by ExLibris be operated in the Approved Technical Environment and thus cause a detrimental effect on the use and/or maintenance of the System, ExLibris shall not be liable to provide the services set out in Section 3 above with respect to such detrimental effects.

User agrees to install updates of the Approved Technical Environment operating the System or other software utilities, to the extent required, and in accordance with ExLibris instructions, prior to the installation of New Releases.

LIMITED RESPONSIBILITY

Should ExLibris' support personnel need to deal with a problem originating from changes made in the System or third party software without ExLibris' prior written authorization or with problems originating from other software not supported under this Maintenance Agreement or on account of User failing to comply with its obligations under Section 4 above or as a result of failures due to any negligence, abuse, misuse or damage to the System, other than by ExLibris or malicious intent by User, then ExLibris will notify the Customer and provide the Customer the opportunity to execute a GSA Customer Purchase Order for the services.

MAINTENANCE FEES

ExLibris will afford User the opportunity to purchase at the end of the Warranty Period an annual Maintenance Fee through issuance of a new GSA Customer Purchase Order in the amount stipulated in the GSA Schedule Price List.

PROFESSIONAL SERVICES

ExLibris will afford User the opportunity to purchase through issuance of a GSA Customer Purchase Order for any services which are not provided under Sections 2 or 3 of this Maintenance Agreement, including but not limited to the following:

On-site visits and other performance by ExLibris personnel in response to of Sections 5.3 or 5.4 above or User's non-compliance with any provision of Section 4 above.

Installation and implementation of Updates and New Releases;

Development and supply of special or User-specific developments;

Development of data conversion routines and data migrations of data or files not provided for at the time of the original purchase;

Training or refresher courses or health checks in connection with the System;

Efforts to correct errors or software damage caused by improper use, accident, modification of or to the System as a result of actions or inactions by User or by employees or agents under User's employ or control; and

Consulting services in connection with Sections 8.1.1 to 8.1.6 above

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

EXLIBRIS MAKES NO WARRANTIES IN CONNECTION WITH ITS SERVICES PROVIDED UNDER THIS AGREEMENT, AND USER HEREBY WAIVES ALL EXPRESS AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXLIBRIS DOES NOT WARRANT THAT THE SYSTEM WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR BE FIT FOR USER'S PARTICULAR PURPOSES, EVEN IF NOTIFIED THEREOF. EXLIBRIS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR LOST PROFITS, DATA, CONVENIENCE, REVENUE OR BUSINESS.

ExLibris' liability under this Maintenance Agreement shall in no event exceed the amounts received by ExLibris from User under this Maintenance Agreement during the twelve months prior to bringing a claim. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from ExLibris's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

TERM OF THE AGREEMENT

User shall have the opportunity to purchase Maintenance services covered by the Maintenance Agreement through issuance of a new GSA Customer Purchase Order. Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

This Maintenance Agreement and all its provisions shall be binding on ExLibris. Assignment is subject to Federal Acquisition Regulation (FAR) 52.232-23 "Assignment of Claims (Jan. 1986) and FAR subpart 42.212 "Novation and Change-of-Name Agreements" (Sept. 2013).

This Maintenance Agreement shall be automatically terminated upon the termination or cancellation of the license.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the year and date first written above.

User:

ExLibris:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SFX Agreement

SOFTWARE LICENSE, SERVICES AND MAINTENANCE AGREEMENT

AGREEMENT made on the __ day of _____, 20XX (the "Effective Date"), by and between Ex Libris (USA), Inc., a company incorporated under the laws of New York, having its main office at 1350 East Touhy Avenue, Des Plaines, IL 60018 ("ExLibris"), and _____, an institution/company incorporated under the laws of _____ and having its main office at _____ ("User").

WITNESSETH:

WHEREAS Ex Libris Ltd., ExLibris' parent company, is the sole owner of the software program(s) set forth in Annex A to this Agreement, as such may be amended from time to time by the addition of Additional Programs (the "Programs");

WHEREAS User wishes to acquire certain rights to use, as well as certain services connected with the Programs at its library/ies.

WHEREAS ExLibris wishes to grant such rights and provide such services to User under the terms and conditions of this Agreement;

WHEREAS ExLibris's quotation of < *date* >, setting forth the prices applicable to the present Agreement (the «Initial Quotation») is appended hereto as Annex B and made a part hereof.

WHEREAS ExLibris may subsequently attach additional quotations, setting forth prices applicable to the present Agreement (the «Additional Quotations») appended hereto as annexes and made a part hereof upon User's signature (the Initial Quotation and Additional Quotations, if any, will be collectively referred to as the "Quotations").

GRANT OF LICENSE

In consideration of the full payment of the license fee for the Programs, and subject to all the terms and conditions hereof, ExLibris hereby grants to User and User accepts a non-exclusive, non-transferable license to use the Programs in the Quotations, as well as related materials such as documentation to the extent then available, all delivered to User in conjunction with and under the terms and conditions of this Agreement. A copy of the applicable Programs will be furnished to User in a computer readable format promptly after execution of this Agreement or any amendment thereto. Ownership of the copyright and title in the Programs (including any improvements or derivative works) shall remain with ExLibris and is not transferred

to the User. All rights in the Programs not granted to User are retained by ExLibris.

MAINTENANCE AND SUPPORT SERVICES

Commencing immediately after the installation of the Programs and, following the Complimentary Period, as defined in Annex C, in consideration of payment of the annual maintenance and support fee as stipulated in the Quotation, ExLibris shall provide User in a timely manner with ongoing maintenance and support services relating to the Programs. ExLibris's maintenance and support services shall comprise reasonable commercial efforts, during ExLibris' normal business hours, to resolve alleged errors or malfunctions reported by User to ExLibris and the supply of the migration tools required by User for new versions of the Programs. The above maintenance and support services are conditional on User granting ExLibris appropriate remote access to User's equipment and do not include on site services, or installation of, or training for, new Programs versions, for which ExLibris shall invoice User at its standard daily rates plus travel and subsistence expenses.

KNOWLEDGEBASE SERVICE

If Quotations contain the optional KnowledgeBase service, ExLibris shall periodically throughout the year provide User with KnowledgeBase updates.

MARCIT™ SERVICE

If a Quotation contains the optional MarcIt service, User may periodically throughout the year obtain MARC records for e-journals configured in SFX, software for the delivery of context-sensitive extended linking services between an institution's information resources based on the OpenURL.

TRAINING AND OTHER SERVICES

ExLibris shall provide to User training or other services in conjunction with the Programs as per the Quotations. Parties will mutually agree upon a suitable implementation schedule for services mentioned in the Quotations.

CHARGES AND PAYMENTS

The total license fee for the use of the Programs is as set forth in the Quotations and is payable in United States currency . Payment is due for each Program as set forth in Federal Acquisition Regulation 52.212-4.

MAINTENANCE, KNOWLEDGEBASE AND MARCIT SERVICE TERMS

All ongoing services provided under this Agreement, including maintenance, the KnowledgeBase Service (if selected) and the

MarcIt Service (if selected), shall continue for a period of one (1) year.

DOCUMENTATION

ExLibris shall supply in electronic format at no cost to the User, all standard materials published by and then available for use by licensees of the Programs ordered, including manuals and other relevant materials and documentation. User may print or copy documents as needed, provided all copyright notices are included and distribution of said copies complies with the confidentiality provisions of this Agreement. The User may duplicate documentation provided by ExLibris only for use by the User or its agents, and with the inclusion of ExLibris copyright notices contained therein.

LIMITATION OF LIABILITY

ExLibris's warranties, representations and remedies, expressed or implied, are limited to those stipulated hereunder.

ExLibris shall not incur any contractual liability for indirect, incidental, special, punitive or consequential damages resulting from the furnishing, performance or use of the Programs or any components thereof by User or by User's agents or patrons, including but not limited to reliance, cover or loss of anticipated profits or convenience, even if ExLibris has been advised of the possibility of such damages. IN ANY CASE, EXLIBRIS' ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE LICENSE FEE ACTUALLY PAID BY USER FOR THE PROGRAM WHICH IS THE SUBJECT OF THE CLAIM DURING THE 12 MONTHS PRIOR TO BRINGING THE CLAIM. ExLibris does not assume any liability in respect of rightful access to and/or violation of copyright, privacy, database rights or trademark protection of any data or information resources stored with the Programs, as well as in respect of the continued support of the OpenURL framework by relevant providers. Nor does ExLibris assume any liability in regard of any possible malfunction due to bugs or errors in the Programs or resulting from information provided by ExLibris through the KnowledgeBase Service. ExLibris shall have no responsibility or liability in respect of adverse effects, if any, due to any modification or adaptation made by User in the Programs without ExLibris's express and prior written consent. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from ExLibris's negligence; (2) for fraud; (3) for any other matter for which liability cannot be excluded by law or (4) express remedies provided under

any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

USER'S UNDERTAKINGS

User agrees to maintain confidential, not make available in any way for the use or benefit of any unauthorized party, and not copy or use the Programs or related materials or other proprietary information received from ExLibris, in whole or in part, except for one copy of each licensed Program for backup purposes, unless ExLibris so consents in writing. User also agrees not to reverse engineer, decompile or disassemble the Programs or any components thereof except as permitted by law. User may disclose the Programs and related materials to its employees or agents to the extent that such disclosure is necessary to User's use of the Programs, provided that User takes reasonable steps, including entering into signed confidentiality agreements with such employees and agents, to ensure that such information is not disclosed or distributed by such employees or agents in contravention of the provisions of this Agreement. This clause shall survive termination of this Agreement. User agrees to include a copyright statement in the menu associated with each Program that can be seen without scrolling and not to use or display Program logos differing from ExLibris's own without ExLibris's prior approval. Such approval will not be unreasonably withheld. User agrees to provide to ExLibris remote access to its equipment via TCP/IP, including Telnet and FTP.

GOVERNING LAW

This Agreement is to be governed by and interpreted in accordance with the Federal laws of United States, excluding that jurisdiction's choice of law cases or statutes.

ASSIGNMENT AND TERMINATION

Neither party hereto may assign its rights and obligations under this Agreement except with the prior written consent of the other, provided that ExLibris may assign its rights and obligations to an affiliate or to a company which succeeds to its business hereunder.

When the licensee is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, the Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

STATEMENT OF CONFIDENTIALITY

FACSIMILE SIGNATURES AND AMENDMENTS

Facsimile signatures shall be sufficient for purposes of executing this Agreement. This Agreement may be executed in counterparts. This Agreement may only be amended by a writing signed by both Parties.

ACCEPTED, AGREED AND SIGNED ON AND AS OF THE DATE FIRST ABOVE WRITTEN:

USER:
By: _____

Name: _____
Title: _____
Date: _____

Ex Libris:

By: _____

Name: _____

Title: _____

Date: _____

Annex A
ExLibris Program(s) And Product Sheets

ANNEX B

The Initial Quotation and Additional Quotations, if any

Annex C
PAYMENT TERMS

License Fee

Upon Effective Date 100%

Implementation Services

Upon completion of SFX training 100%

SFX Extended Services

Upon completion 100%

Maintenance Fee, KnowledgeBase and MarcIt annual fees

Annual services are provided free for the first three months from first Program installation (the “Complimentary Period”).

Following the Complimentary Period, Maintenance, KnowledgeBase and MarcIt fees, as well as any other annual services, if outlined in the Quotations, are due and payable by the User prior to the start of each annual period.

In the event the scope of the license is extended, the annual fees shall be increased proportionally from the time said extension is granted by ExLibris.

Other Services

Other services/special developments, if any, against ExLibris’ corresponding monthly invoices

Note

All ExLibris invoices are payable within 30 days of User’s receipt, net of any taxes, deductions or withholdings

Travel and Expenses

Travel and expenses costs incurred by Ex Libris in the performance of services are not included in prices quoted.

Verde Agreement

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

AGREEMENT made on the ___ day of _____, 20XX (the “Effective Date”), by and between Ex Libris (USA), Inc., a company incorporated under the laws of New York, having its main office at 1350 East Touhy Avenue, Des Plaines, IL 60018 (“ExLibris”), and _____, an institution/company incorporated under the Federal laws of United States and having its main office at _____ (“User”).

MAINTENANCE AND SUPPORT SERVICES

Commencing immediately after the installation of the Programs and in consideration of payment of the annual maintenance and support fee, ExLibris shall provide User in a timely manner with ongoing maintenance and support services relating to the Programs. ExLibris’s maintenance and support services shall comprise reasonable commercial efforts, during ExLibris’ normal business hours, to resolve alleged errors or malfunctions reported by User to ExLibris and the supply of the migration tools required by User for new versions of the Programs. The above maintenance and support services are conditional on User granting ExLibris appropriate remote access to User’s equipment and do not include on-site services, or installation of, or training for, new Programs versions., Any on-site services shall be ordered separately and any fees shall comply with the Federal Travel Regulations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the year and date first written above.

User:
By: _____
Name: _____
Title: _____

ExLibris:
By: _____
Name: _____
Title: _____

VOYAGER Agreement

PERMANENT AGREEMENT FOR COMPUTER SOFTWARE

Agreement made this ____ day of _____, 20XX, by and between Ex Libris (USA), Inc. (hereinafter "EX LIBRIS") and _____ (hereinafter "CUSTOMER"), as follows:

WHEREAS, EX LIBRIS has created or has the right to license certain software programs which CUSTOMER wishes to acquire.

THEREFORE, both EX LIBRIS and CUSTOMER agree to enter into a cooperative relationship as outlined in this Agreement.

I. GRANT OF EX LIBRIS SOFTWARE

- A. Subject to the provisions contained herein, including payment in full of the License Fee and all other amounts due EX LIBRIS pursuant to this Agreement, and commencing upon the date of execution of this Agreement, EX LIBRIS grants to CUSTOMER a nonexclusive, nontransferable license for the use of certain existing and future forms of several copyrighted computer software products and the documentation for those programs, which are proprietary to EX LIBRIS, (hereinafter "SOFTWARE").

For purposes of this Agreement, SOFTWARE is defined to also include certain other computer software distributed by EX LIBRIS, not proprietary to EX LIBRIS, but licensed to EX LIBRIS. EX LIBRIS hereby warrants that it is the sole owner or fully authorized Licensor of all the SOFTWARE to be provided under this Agreement, and that such SOFTWARE is subject to no liens, agreements, or other encumbrances which would prevent Ex Libris's full performance of its obligations under this Agreement, or which would prevent CUSTOMER's full use of the SOFTWARE, as set forth herein.

The SOFTWARE is for the use of the CUSTOMER only, at the designated installation site set forth herein, and is not for the use of any other college, university, library or entity of any kind. Any production use of the SOFTWARE by any other entity is strictly prohibited.

CUSTOMER is also authorized to extend online inquiry access to users and other libraries and third party entities without restriction and to interconnect its computer system on which the SOFTWARE is mounted with library computer systems other than the CUSTOMER's computer system to permit online inquiry access.

The term of this license shall be perpetual, unless terminated sooner under the provisions thereof, provided that the CUSTOMER keeps the SOFTWARE on maintenance with EX LIBRIS.

No title or ownership rights to the SOFTWARE are transferred to CUSTOMER by this Agreement.

- B. As part of the SOFTWARE and subject to the conditions of the LICENSE, EX LIBRIS shall furnish CUSTOMER with the computer software product, the VOYAGER LIBRARY SERIES (hereinafter "VOYAGER"), which shall be in the form of program object code and user documentation. VOYAGER enables the CUSTOMER to manage the holdings of CUSTOMER's libraries, and EX LIBRIS shall support those modules described in Appendix A, and in EX LIBRIS's user documentation.

EX LIBRIS shall also furnish sufficient documentation to facilitate use and installation of VOYAGER. Documentation is provided online with the SOFTWARE for each module of VOYAGER. Access to all documentation shall also be made available at the time of software delivery.

1. The modules of VOYAGER for managing the library collections which are included in this Agreement are:

- Cataloging and Bibliographic Database Management
- Authority Control
- Online Catalog, including image display
- Serials Control
- Acquisitions
- Fund Accounting
- Circulation
- Course Reserve
- Transfer of Bibliographic Records from utilities
- Report Generation
- Intersystem Searching via the Z39.50 interoperability protocol
- System Administration

2. Subject to the terms of this LICENSE, EX LIBRIS shall grant CUSTOMER a license for VOYAGER configured in the following manner:

- a. A single production copy of the server software plus a training database.
- b. A license for _____ copies of the staff client software.
- c. A license for unlimited concurrent users of the online public access clients, as described in paragraph I.C. below.

“Concurrent users” is defined as the number of users with active sessions (either search or display) in VOYAGER at any one time. A session begins when a user connects to VOYAGER. At the time of connection, VOYAGER control software increments an active user count. The concurrent user count is decremented when a user disconnects from VOYAGER. Disconnection occurs when a Disconnect is issued from the client. In addition, sessions will disconnect after a period of inactivity. These “time out” values may be set independently for both client software and server software. Time-out values allow sites to recycle active user “slots” when patrons have abandoned their searches.

C. As part of the SOFTWARE and subject to the conditions of this LICENSE, EX LIBRIS shall provide CUSTOMER with a license for unlimited concurrent users of the public access clients connected to the VOYAGER server, as defined in paragraph I.B.2 above.

1. Public access by standard graphical World-Wide Web browsers and is supported through HTML server layer software provided as part of this Agreement by EX LIBRIS. Simultaneous access to the VOYAGER server by users of such software is included in the license count of concurrent users.
 2. The UNIX client is character based. It allows devices which can emulate VT100 terminals to access the VOYAGER server.
- D. The SOFTWARE and documentation described above will be provided by EX LIBRIS to CUSTOMER by_____. Such provision shall include configuration and installation of the server hardware and the SOFTWARE and delivery of the documentation at no additional cost except as set forth in the Agreement or its attachments. (Such provision is contingent upon prior successful installation of network connections by the CUSTOMER.)
- E. CUSTOMER agrees to pay License Fees for the SOFTWARE products as described in Appendix A according to the payment schedule shown there.

II. MAINTENANCE OF EX LIBRIS SOFTWARE

- A. EX LIBRIS agrees, at no additional cost, to provide warranty maintenance for the SOFTWARE for a one-hundred-eighty (180) day period, commencing with the successful installation of the SOFTWARE or 30 days following contract signing, whichever is earlier. Successful installation is defined as installation of the SOFTWARE and training database on CUSTOMER's local hardware.

- B. Maintenance includes the following services and materials:

1. Enhancements and updates to the SOFTWARE, including new releases, when and if developed, plus updates to the documentation.

Enhancements are defined as changes in one or more of the modules of the SOFTWARE, including but not limited to "bug fixes", performance improvements, and new capabilities not marketed as separate modules or products. Ownership of all enhancements and updates shall remain with EX LIBRIS. Enhancements and updates shall be subject to the provisions of the LICENSE.

2. Reasonable support provided by telephone, electronic mail, telefacsimile or in writing, further defined in Appendix C, Description of Services.
3. Best efforts to correct errors and deficiencies in the SOFTWARE.

EX LIBRIS shall use reasonable efforts to correct any reproducible material error in the SOFTWARE which causes the SOFTWARE not to operate

substantially in accordance with the then most current version of the documentation provided by EX LIBRIS. Options for correcting such reproducible errors include:

- a. EX LIBRIS shall exercise reasonable efforts to effect a prompt remedy in the event a reproducible error in the SOFTWARE affects Customer's day-to-day operations.
 - b. Include the correction for a reproducible error in the next general release of the SOFTWARE.
 - c. If EX LIBRIS determines that such reproducible error is due to an error or errors in the SOFTWARE Documentation, EX LIBRIS may issue corrections to the SOFTWARE Documentation and shall not be required to correct the SOFTWARE.
- C. Maintenance shall be provided only for the then current release and the release immediately preceding the current release of the SOFTWARE, and will not be provided if CUSTOMER has, without the prior written consent of EX LIBRIS, modified or changed the SOFTWARE.
- D. At the expiration of the one-hundred-eighty (180) day period, EX LIBRIS will provide further maintenance for successive periods at the maintenance fees determined by EX LIBRIS. Maintenance may extend for successive renewal terms of twelve (12) months. EX LIBRIS shall provide such maintenance for a minimum of five (5) years following that date. In order for the perpetual license to continue to be valid, CUSTOMER must subscribe to maintenance.
- E. The maintenance rate for the first year following expiration of the initial one hundred and eighty day (180) day maintenance warranty period shall be as shown in Appendix A for software, and if applicable, Appendix B for hardware.

Maintenance fees will be billed annually and are due and payable upon thirty days receipt of the invoice.

III. RESTRICTED USE

- A. CUSTOMER acknowledges that the SOFTWARE and all enhancements thereof provided by EX LIBRIS to CUSTOMER are the exclusive and proprietary property of EX LIBRIS and are valuable proprietary trade secrets of EX LIBRIS. CUSTOMER agrees that it shall maintain the SOFTWARE, including documentation, in confidence and shall use the SOFTWARE only as permitted under this LICENSE.

- B. Distribution or disclosure by CUSTOMER in whole or in part, externally or internally, to other computer systems or sites, or to third parties, of the SOFTWARE or any derivative thereof is prohibited, except as permitted by the LICENSE.
- C. CUSTOMER shall not modify, reverse engineer or decompile the SOFTWARE.
- D. CUSTOMER may copy, in whole or in part, the SOFTWARE as necessary to its use in compliance with this Agreement, such as for archival and back-up purposes, provided that each such copy shall remain subject to all terms of this Agreement and must include in the electronic copy the proprietary notice of EX LIBRIS, stated as follows:

Ex Libris VOYAGER© is a proprietary product of Ex Libris (USA) Inc., Des Plaines, Illinois 60018 USA, copyright 2012 by Ex Libris (USA) Inc. All rights reserved. Distribution or use in whole or part, except as licensed, is prohibited.
- E. CUSTOMER shall not remove or destroy any copyrights, trade secrets, proprietary or confidential legends or markings placed upon or contained or embedded within any SOFTWARE.
- F. All documentation is subject to U.S. copyright protection. CUSTOMER may copy the documentation only in reasonable quantities to aid the employees in their use of the SOFTWARE. Limited portions of documentation, relating only to the public access catalog, may be copied for use in patron instruction.

IV. HARDWARE

- A. CUSTOMER is responsible for acquiring the hardware and operating system software necessary to operate the SOFTWARE. EX LIBRIS will consult and confirm that the hardware to be purchased by CUSTOMER is adequate for such operation. CUSTOMER agrees to acquire at least the hardware resources listed in Appendix B.
- B. EX LIBRIS will install and configure the SOFTWARE on the CUSTOMER's server. EX LIBRIS will also train CUSTOMER staff on installation and configuration of its client software.

V. TERMINATION

- A. CUSTOMER or EX LIBRIS shall have the right to terminate this Agreement in accordance with Federal Acquisition Regulation 52.212-4.

- B. CUSTOMER shall explicitly have the right to terminate this Agreement at the end of any fiscal year of CUSTOMER if sufficient monies to fund this Agreement are not appropriated to CUSTOMER.
- C. Upon termination of this Agreement, the License Fee shall not be refunded, in whole or in part. EX LIBRIS or CUSTOMER may pursue any and all other remedies each may have, at law or in equity.
- D. Upon termination of this Agreement, CUSTOMER shall, at the option of EX LIBRIS, either destroy all copies, including partial copies, of the SOFTWARE, or return the SOFTWARE to EX LIBRIS. In either event CUSTOMER shall promptly forward written notice to EX LIBRIS that all programs and materials containing the SOFTWARE have been destroyed or deleted from any computer libraries or storage and memory devices and are no longer in use or usable by CUSTOMER.
- E. Upon termination of this Agreement, CUSTOMER shall continue to maintain the SOFTWARE in confidence and shall not thereafter use the SOFTWARE, as specified in this Agreement. This paragraph shall survive the termination of this Agreement.

VI. SUPPORT SERVICES

- A. Support services provided by EX LIBRIS for the installation and implementation of VOYAGER and the payment schedule for such services are described in Appendix A.
- B. EX LIBRIS shall load the bibliographic data files of CUSTOMER to VOYAGER. CUSTOMER is responsible for extraction of these files from any previous library system and for formatting these files to the interface formats of EX LIBRIS.
- C. Additional days of on-site support may be provided by EX LIBRIS upon written request of the CUSTOMER in an Order.
- D. Beyond those services shown in Appendix A, EX LIBRIS provides additional cost programs and customization for the loading of bibliographic data, manipulation and interpretation of local holdings information, creation and linking of item records, and consulting services for project management. Such additional cost programs and services are provided at CUSTOMER's option and written request in an Order.

VII. WARRANTIES

- A. EX LIBRIS warrants that EX LIBRIS has carefully developed the SOFTWARE, that the SOFTWARE has been tested for accuracy and proper functioning, and that the SOFTWARE will perform according to the specifications of this

Agreement and its Appendices. EX LIBRIS disclaims, except as to such performance, any responsibility for the accuracy or correctness of the SOFTWARE. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND/OR ANY OTHER TYPE WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL. In no event shall EX LIBRIS become liable to CUSTOMER, for loss or damages, consequential, incidental or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation, or modification of the SOFTWARE by CUSTOMER.

- B. EX LIBRIS warrants that the SOFTWARE does not infringe upon or violate any patent, copyright, trade secret or any other proprietary right of any third party. In the event of any claim by any third party against CUSTOMER, CUSTOMER shall promptly notify EX LIBRIS, and EX LIBRIS shall defend such claim to the extent permitted by 28 USC 516, in CUSTOMER's name, but at EX LIBRIS's expense and shall indemnify CUSTOMER against any loss, cost (including, but not limited to attorney's fees), expense or liability arising out of such claim, whether or not such claim is successful. THIS PARAGRAPH STATES EX LIBRIS'S SOLE LIABILITY TO CUSTOMER WITH RESPECT TO INFRINGEMENT BY THE SOFTWARE.

Except for incidents of infringement which are addressed in paragraph VII.B. of this Agreement, CUSTOMER agrees that EX LIBRIS's entire liability to CUSTOMER for damages, regardless of the form of the action, shall not exceed the charges paid by CUSTOMER hereunder. CUSTOMER acknowledges that this limitation of liability is a reflection and allocation of the risks assumed by the parties in order to use the SOFTWARE for the charges specified herein. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from EX LIBRIS's negligence; (2) for fraud; (3) for any other matter for which liability cannot be excluded by law or (4) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

VIII. NON-WAIVER

No term or provision of this Agreement shall be deemed waived, and no breach thereof shall be deemed excused, unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented.

IX. NON-SUBCONTRACTING OF CONTRACT BY EX LIBRIS

EX LIBRIS's performance under this Agreement may not be subcontracted by EX LIBRIS except with the prior written consent of the CUSTOMER, which consent shall not be unreasonably withheld.

X. PUBLICITY

EX LIBRIS agrees not to use advertising, sales promotions, and other publicity matters relating to any product furnished by EX LIBRIS wherein the CUSTOMER's name is mentioned, or language used from which the connection of libraries named therewith may, in the CUSTOMER's judgment, be inferred or implied, without the prior written consent of the CUSTOMER.

XI. FUTURE ACQUISITIONS

The CUSTOMER may make future acquisitions from EX LIBRIS's product line under the terms and conditions of this Agreement. The CUSTOMER may purchase, lease or license product, software or services, from EX LIBRIS by executing and delivering a written purchase order to EX LIBRIS. Each such purchase order, when accepted by EX LIBRIS, shall constitute a contract consisting of the terms of this Agreement and the terms of the purchase order.

XII. ESCROW AGREEMENT

A. At CUSTOMER's option, within thirty (30) days following the signing of this Agreement, EX LIBRIS shall add CUSTOMER as a party to its already existing escrow account for the SOFTWARE. Such escrow account contains a current source version of all EX LIBRIS's application software and all associated materials.

The escrow company's obligation to the CUSTOMER is separate and independent from any obligation to EX LIBRIS so that, in the event of the occurrence of a release condition, it could not be interfered with by a bankruptcy trustee.

The escrow agreement shall authorize the escrow agent to release the source code to the CUSTOMER in the event a petition in bankruptcy is filed by or against EX LIBRIS, or, for any of the other Triggering Events listed below.

B. EX LIBRIS shall pay all basic costs of maintaining the source code in escrow, including the fees of the Escrow Agent. CUSTOMER may, at any time during the term of this Agreement, have access to and review deposited software and associated manuals.

C. EX LIBRIS shall replace the deposited software and related documentation with an updated version at least once every twelve (12) months or upon EX LIBRIS's distribution of new release software to its customers.

D. If CUSTOMER chooses to enter into an Escrow Agreement, EX LIBRIS agrees that upon the occurrence of any of the events listed below (the "Triggering Events"), EX LIBRIS will deliver or cause to be delivered to CUSTOMER, as promptly as possible upon the occurrence of such event, the then current version

of source code (in both machine readable and eye readable form) for the SOFTWARE, together with any specifications, flow-charts, compiler, programmers' notes and other related materials and documentation in EX LIBRIS's possession or under its control, including without limitation, all future correction, repairs, releases, modifications and enhancements relating thereto.

The Triggering Events shall be as follows: (a) EX LIBRIS's insolvency; (b) EX LIBRIS's making of an assignment for the benefit of its creditors; (c) the initiation of voluntary or involuntary proceedings in bankruptcy not discharged within 30 days; (d) the initiation of any other proceedings for reorganization or for readjustment of any of its debts under the Bankruptcy Code, as amended, or any chapter or part thereof, or under any act or law, whether state or federal, for the relief of debtors, now or hereafter existing; (e) the appointment of a receiver or trustee for EX LIBRIS or for any substantial part of its assets; (f) the institution of any proceedings for the dissolution or full or partial liquidation of EX LIBRIS; and or (g) if EX LIBRIS no longer desires to provide maintenance service with respect to the SOFTWARE and EX LIBRIS fails to provide a substitute provider thereof reasonably acceptable to CUSTOMER. (Each reference to EX LIBRIS in this Section shall also include any trustee in bankruptcy, as appropriate.)

XIII. OWNERSHIP OF LIBRARY DATA

- A. All bibliographic item, fine, patron and other records entered into the database of CUSTOMER are and shall remain the sole property of CUSTOMER. EX LIBRIS shall not, without CUSTOMER's written consent, copy or use such records except to carry out contracted work, and will not transfer such records to any other party not involved in the performance of this Agreement, and will return submitted records to CUSTOMER upon completion of the work hereunder.
- B. CUSTOMER shall have the right, without the consent of EX LIBRIS, to extract such data in industry-standard formats, using EX LIBRIS software and at no cost to CUSTOMER. CUSTOMER acknowledges that the storage compilation, format and layout constitute proprietary and trade secret information of EX LIBRIS and are protected by Federal Copyright Law. EX LIBRIS agrees to assist CUSTOMER within thirty (30) days of such request, in making such extracts. Upon CUSTOMER request, EX LIBRIS will provide a quotation for such assistance.

XIV. MISCELLANEOUS

- A. This Agreement shall be effective upon the date of the last signature of this Agreement.
- B. This Agreement together with the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders, and all schedules and annexes hereto contains the entire understanding and agreement

of the parties with respect to the subject matter hereof and merges and supersedes any and all prior and contemporaneous agreements, communications, proposals and conditions, and prevails over any conflicting or additional terms of any quote, order, acknowledgement or other communication between the parties relating to the subject matter hereof.

- C. The headings for each section are stated for convenience only and are not to be construed as limited.
- D. If a part of this Agreement is held unenforceable or invalid or prohibited under law, it shall be struck from the Agreement and shall not affect the enforceability of the other parts of this Agreement.
- E. The appendices that accompany this agreement are:
 - A. License Fees for Ex Libris Software
 - B. Description of Services
 - C. Ex Libris Published Documentation
 - D. Preliminary Milestones
- F. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both Parties.
- G. Notwithstanding anything to the contrary contained herein, neither party shall be held responsible for any delay or failure in performance of this Agreement placed hereunder caused by fires, strikes, embargoes, requirements imposed by Government regulation, civil or military authorities, acts of God or by the public enemy, acts or omissions of carriers or other causes beyond the control of EX LIBRIS or CUSTOMER.
- H. This Agreement shall be governed by the Federal laws of the United States.
- I. Both parties agree that CUSTOMER is a tax exempt institution. If, for any reason, CUSTOMER should cease to be a tax exempt institution, CUSTOMER shall be liable for payment of all taxes levied on the end user or CUSTOMER, however designated, levied or based on the SOFTWARE, its use, or on this Agreement, including without limitation, state or local sales, use, and personal property taxes, excluding taxes on EX LIBRIS's revenue or income or other taxes specifically levied on EX LIBRIS. EX LIBRIS shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

J. All communications or notices shall be deemed duly given upon delivery, if delivered by hand, or three (3) days after posting if sent by certified mail to the following parties or their delegates:

EX LIBRIS: President
 Ex Libris (USA) Inc.
 Des Plaines, Illinois 60018-4505

CUSTOMER: Director of the Library

The parties have caused this instrument to be executed by their duly authorized representatives.

Customer:

Ex Libris:

By: _____
 Authorized Representative

By: _____
 Authorized Representative

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

Voyager Software for University Name

Billing and Payment Terms:

Customer will pay total software license according to the following payment schedule:

APPENDIX B

Service Description

Ex Libris (USA), Inc.

Working in Partnership...

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1. Mission

Thank you for your decision to purchase a product(s) from Ex Libris (USA), Inc. Through the Customer Service Division, we provide a full range of service offerings to support the implementation and ongoing operation of our software. The mission of the Customer Service Division is to:

Work in partnership with our customers to provide comprehensive, high quality, and effective services which add value to their use of Ex Libris software products.

2. Customer Service Organization

Supporting your use of Ex Libris products takes many forms. To help ensure the highest quality service, our organization consists of several groups focused on a particular service area. These groups provide the following:

- Implementation Project Management Services
- Data Migration Services
- Training Services
- Product Integration Services
- Ongoing Customer Support

3. Project Management Services

Implementing Voyager will be the responsibility of a team comprised of individuals from both your institution and Ex Libris. The key to the success of this team is a mutual education process. Your institution's staff will educate us about your library operations and the vision you have for the role of the library within the institution. Ex Libris team members will orient your staff to the functionality, flexibility, and potential of the Voyager system. Out of this mutual education process grows a common understanding of how best to configure and profile the system to maximize Voyager's efficacy on staff workflow and end user services.

We ask that you appoint two individuals from your institution - one library and one computer professional. The library professional is responsible for overall project coordination within the institution and should be well-versed in the policies and practices of your institution as well as the library's vision of the role that Voyager will play in providing service to your user community. The computer professional should be knowledgeable of the technical environment in which Voyager will operate, including local and wide area networks and server and client hardware. Both individuals should be freed from as many regular activities as possible during the implementation process. Ex Libris's team will likewise be comprised of library and computer professionals, including project management, data migration, and training specialists.

To help ensure a successful process, Ex Libris assigns a Project Manager to each account. This Project Manager serves as a single point of contact during the implementation period. Following production and when mutually agreeable, communication with the library is the responsibility of the Customer Support Department and project management services are concluded.

4. Data Migration Services

Ex Libris utilizes a number of programs designed to quickly and accurately migrate your machine-readable data. To ensure load integrity, we employ an API approach. That is, data migration requires data in an Ex Libris specified format. Data not provided in the API or data lacking straightforward local holdings information typically requires extra time and effort. Your project manager will work with you to ensure a timely migration and to identify data inconsistencies and any other issues that may impact the migration or your use of our products. Custom programming is available at extra cost and may be suggested by your project manager.

5. Training Services

Contractual Training

Your Ex Libris contract will specify a certain number of days of training. The Implementation Services group coordinates the delivery of the contractual training services necessary for you to begin production operations. Your Project Manager will work with you to schedule the training at a mutually agreed upon schedule consistent with your production timeline.

Extra-Contractual/Post-Production Training

For many reasons, the need for additional training often arises. Similarly, your contract may include post-production training classes. Ex Libris offers a full range of training, including advanced training and consultation, to meet specific library or technical needs. Extra-contractual training is priced at US _____, plus all Ex Libris travel related expenses, for onsite training. These costs are based on a group of 6 attendees.

The following may be at additional cost:

- customized training
- onsite training scheduled less than 2 weeks in advance

For additional information, please contact the Manager of Training Services.

Cancellation Policy

- There will be no cancellation penalty if training is cancelled 3 weeks or more before scheduled training.
- If the training is cancelled 2-3 weeks before the scheduled training is to be held, the customer will be charged one-half the cost of the entire training (e.g. if two days of training at \$_____ a day has been scheduled, a penalty of \$_____ will be charged; if four days of training at \$_____ a day has been scheduled, a penalty of \$_____ will be charged).
- If the training is cancelled with two weeks or less before the scheduled training, the customer will be charged the full amount of the training.

Certification Training

Ex Libris customers run the gamut from large research institutions to small college and museum libraries, each with their own – and very different -- internal support organizations. Certification training is an optional, targeted program designed specifically for those who desire a greater degree of independence and want to know more about how Voyager works behind the scenes. The Voyager Certification Program, allows you to choose how much – or how little – you delve into the inner workings of the system.

The Voyager Certification Program is a highly technical training session designed for Ex Libris customers with dedicated technical staff who want to ‘get their hands dirty’ and gain a greater degree of self-sufficiency in the maintenance and troubleshooting of Voyager. Advanced system users of Unix and NT are the target audience. Prerequisites for registration vary for each class, but minimally include:

- Significant experience with system administration in a UNIX or NT environment
- A minimum 6 months experience using Voyager in a production environment
- Experience with script programming
- For UNIX sites - Advanced user of the system default editor (vi)

Certification training is offered periodically and is not available for purchase by individual customers.

6. Product Integration Services

The Product Integration group is responsible for the timely and quality migration of your Ex Libris software and database(s) to new releases. Questions regarding the technical aspects of the migration to a new software release may be directed to the Product Integration group through Customer Support.

“Preview” Server

The preview server provides current, production Voyager customers with the ability to access a new software release prior to its general availability. Hosted on a server in the Ex Libris office, the Preview Server allows customers to become familiar with the new functionality of a release and test local modifications prior to having the release installed in the local, production environment. Included in this service are:

- A fully functional copy of the Voyager system, excluding ASCII OPAC and the ability to run and print reports and notices
- A full set of Voyager Windows clients for installation on PCs in the local library
- A full set of WebVoyage programs, html pages, etc for installation on a server in the local library

Please note that access to the preview server will be limited to 10 IP addresses as designated by the library.

7.....Customer Support

The Customer Support group is responsible for assisting you in all aspects of your production use of Ex Libris software products.

What Is Supported?

Customer Support services are designed to work in partnership with you to reduce your resource needs and add value to your use of Ex Libris software products. As a company focused on networked, client/server solutions for libraries; our products require an operating environment that includes several supporting components. We are committed to supporting your use of Ex Libris products as they interact in their intended environment, but do not per se support those components, including:

- client hardware
- server hardware
- peripheral hardware (printers, barcode scanners, etc.)
- client operating system
- server operating system
- Network/Communications hardware and software
- Microsoft Access
- Web server software not provided by Ex Libris
- Web browser software
- SQL Report Writer software, including custom reports
- Firewalls

As part of the installation of the software, Ex Libris provides technical training in the proper care and procedures for server maintenance.

Maintenance of the server is critical to your installation and is the responsibility of the customer. This includes, but is not limited to:

- Applying operating system patches as recommended by the hardware vendor (you can contact Ex Libris prior to installation for advice or assistance, but approval is not necessary)
- Backups – including checking backup logs
- Monitoring system logs and Ex Libris software logs
- Applying the latest Ex Libris software patches or coordinating with Ex Libris to have Ex Libris software patches applied
- Security of the server
- Updating scheduled batch jobs (Ex Libris provides some batch jobs during implementation and others can be configured as a charged service).

All Ex Libris staff time spent diagnosing and solving problems caused by unauthorized changes or failure to follow Ex Libris specified server maintenance procedures is billable. Charges may accrue at a rate of US _____/ hour with a minimum US _____ charge.

eService

eService is a secure Ex Libris sponsored web site for the use of all customers with signed contracts. Containing material supplied by both Ex Libris and our customers, eService includes a wealth of information on many different and important topics, including:

- Information on new releases
- Information on enhancement requests and bug reports, including status
- Answers to frequently asked questions

Documentation

Documentation for Ex Libris products includes: online, context-sensitive help, user manuals, and online versions of the use manuals accessed through eService. Our documentation plays a very important role in the answering of questions and resolution of problems directed to the Support Center. Please be sure to refer to the appropriate documentation and make note of the manuals consulted when contacting Support.

Incident Reporting

A consistent and comprehensive flow of information between your institution and the Ex Libris office is central to our mutual success. To facilitate that information flow, we ask that you define communication roles and responsibilities for up to four individuals - primary and backup contacts for both library and computer related issues. Limiting direct communication between Ex Libris and these individuals helps ensure that:

- Ex Libris communications are directed to the appropriate individual(s) in your organization.
- There are individuals within your organization who can synthesize your internal communications and provide us with an overall picture of your needs and priorities.
- Communications from Ex Libris are disseminated within your organization, as appropriate.

To help maximize the effectiveness of Ex Libris support services, it is important for customers to consistently follow recommended guidelines. When encountering a problem or question with an Ex Libris product, we ask that:

1. The staff member records all relevant information and forwards it to one of your designated contacts.
2. The designated contact reviews the report to ensure that it contains information sufficient for Ex Libris to use in its diagnosis.
3. The report is logged locally.
4. The report is forwarded to Ex Libris Customer Support.

Every communication to the Customer Service Center is immediately assigned a call tracking number. This number will be communicated to you. Please record and use it as a reference for any further communication.

Response Levels

Communications with the Customer Service Center are assigned response levels to help us organize your communications, ensure that we are addressing them in the correct order, and provide a means for us both to measure the Service Center performance.

Please note that our ability to diagnose, identify, and correct problems often depends on our ability to directly access your system. Access must be granted to the full range of Ex Libris Class C IP addresses and include the following:

- An ability to connect a client to any and all Ex Libris defined ports on any Ex Libris related server
- Client passwords for all Ex Libris products and product modules, as requested and including individual passwords or passwords permitting full view, edit and save abilities in any product or product module
- Telnet access through Internet or ISDN to any Ex Libris related server(s)
- voyager and oracle server passwords
- An ability to ftp from any local Ex Libris related server to any Ex Libris Class C IP address
- “root” user access to any Ex Libris related server on request

We require your assistance in providing timely solutions. If we are not granted the level of access necessary to address your problem within 30 minutes of request, the reported incident will be closed.

Response Level	Definition	Initial Response
I	An inoperable production system	1 hour
II	An inoperable production module	2 hours
III	Other production performance related issues	1 business days
IV	Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests	2 business days

We recognize that the process of assigning a response level to an incident is, at best, an inexact science. If our initial assignment is not reflective of your needs, please contact Customer Support. We would be happy to alter the priority to reflect your needs.

Hours of Operation

The North American Customer Support Center is staffed from 8:30 to 5:30 pm US Central Time, Monday through Friday, excepting company holidays.

For emergencies (defined as Response Levels 1 and 2 as described above) outside of standard Customer Service Center hours, Support staff are available via pager 24 hours/day, 7 days/week. Please contact 24X7hub@exlibrisgroup.com.

Given that this service option is limited to emergencies, we know you will brief your staff as appropriate explaining the use of this service in your institution. We will respond to a call from any staff member identifying himself or herself as associated with your institution in the interest of solving your problem as quickly as possible. If we receive a call for a problem outside of the situations described as Response Levels 1 or 2, EXL staff on call will recommend that work on the problem be deferred until the next business day.

APPENDIX C

Ex Libris Documentation

EX LIBRIS provides the following electronic documentation:

- Voyager Acquisitions User's Guide
- Voyager Call Slip Dæmon User's Guide
- Voyager Cataloging User's Guide
- Voyager Circulation User's Guide
- Voyager Reporter User's Guide
- Voyager System Administration User's Guide
- Voyager Technical User's Guide
- Voyager WebVoyáge User's Guide

APPENDIX D

Preliminary Milestone Schedule:

University Name and EX LIBRIS

The following are the preliminary milestones in the basic implementation of the SOFTWARE at CUSTOMER site:

<u>Date</u>	<u>Event</u>	<u>Responsibility</u>
	Execution of the Agreement	Joint
	Installation of SOFTWARE on CUSTOMER's server	EX LIBRIS
	Orientation training in Chicago	Joint
	Functional training at CUSTOMER site	EX LIBRIS
	Load CUSTOMER database	EX LIBRIS
	Cataloging, Circulation, OPAC, Acquisitions and Serials in production	Joint