

ENVISIONWARE STANDARD TERMS AND CONDITIONS

For Non-Contract System Orders

1. Subject to these Terms and Conditions we hereby grant to you a non-exclusive license, without the right to sublicense, to the Software specified in the Specification to (i) install, use and display the Software on the designated systems; and (ii) use the documentation solely in connection with the authorized use of the Software. All Software is licensed and not sold. We retain all rights not specifically granted in these Terms and Conditions. The terms of use of the Software are contained in the Software End User License Agreement and Warranty (“EULA”) incorporated by reference: <http://system.envisionware.com/terms>.
2. You agree to respect our intellectual property, that you will not use our trademarks or logos without our permission, and that you limit access to provided technical documentation to your library staff. We own or have a license to use the Software. Under no circumstances may you transfer our manuals, documentation, software, or license to another entity without our prior written approval. Any transfer in violation of this provision shall be of no power or effect. You agree to not provide any of our Products, Software, documentation, confidential information or licenses to a competitor of ours. You may not publish technical information about our Products in a forum that is publicly accessible. Your use of the Product on a protected Intranet is acceptable provided that only your staff has access to the system.
3. We reserve the right to list you as our customer on our customer list. You have final review and approval over any proposed press release or announcement about the installation of our products at your Library.
4. You agree that other public institutions may acquire products directly from EnvisionWare using the prices published in this purchase agreement.
5. Our payment terms are as follows:
 - A. For all purchases except maintenance and subscription or recurring monthly, quarterly or annual services we will invoice for Hardware and Software as outlined on your “**Sales Order Confirmation**”. Payment terms are set forth in each Quotation.
 - i) Custom or built-to-order Products include, but are not limited to, sorters, 24-Hour Library, kiosks and other products which may be noted in the item description in the Quotation as being custom-built or made to order.
 - ii) All Quotations that include custom or built-to-order Products require an advance deposit, which must be received by EnvisionWare before orders can be placed with our factories. The deposit is non-refundable unless we fail to comply with the applicable Acceptance Criteria in the Statement of Work.
 - iii) Acceptance Criteria are developed in advance of delivery. Acceptance tests are conducted upon installation of each component for which Acceptance Criteria have been defined.

- iv) When all tests pass for items on a Sales Order Confirmation the Customer must confirm an Order Acceptance.
- B. Maintenance: Full payment prior to expiration of your first year warranty or prior to the expiration of the current maintenance period.
- C. Subscription and Rental Services: Full payment prior to expiration of your current, fully paid month, quarter or year as defined in your subscription or rental agreement.
6. We are not responsible for delays caused by non-working library equipment, viruses or worms on your systems, or any other delays caused by you, your staff or your consultants. If you cause delays that result in added expense to us, we will issue a change order to recover for those losses and you agree to pay for such losses. We will be responsible for delays caused by us. We will notify you promptly and in writing if there is a delay, which will add expense.
 7. You agree to provide adequate space, network connections, and power as outlined in the Specification for each device. For building modifications, we agree to provide technical documentation that clearly defines the requirements for the modifications. We are responsible for the accuracy of the documentation we provide. If an error in our documentation results in construction error, we will be responsible for such error, but we retain the right to obtain competitive bids to mitigate the costs of remedy. You are responsible for ensuring the modifications are completed prior to our scheduled installation time. If modifications are not completed or are incorrect, you will be responsible for correcting the errors and for payment of the costs associated with the lost time and travel of our staff.
 8. We will install the Product on your computers (per the Specification) or those provided by us provided you make a library technical staff person available to provide administrative access and aid us in resolution of any issues relating to network connection, permissions, or other things over which we have no control.
 9. Notwithstanding the Warranty Period start date stated in the EULA, for the specific Products set forth in the applicable Quotation the applicable Product Warranty Period will commence upon your acceptance of the items specified in the applicable Quotation that EnvisionWare provided to you as a formal quotation for products and services. We will maintain the Product during the applicable Warranty Period. You will be responsible for basic troubleshooting and providing assistance to our support staff that will assist via email, telephone, remote access, chat or other tools that provide access and communication with you and your system. If an on-site visit is required because of a hardware failure that is not easily remedied by a simple swap of a module, we will come on site at no additional expense to you. The performance terms of the Product Warranty set forth in the EULA are superseded if the Platinum or PlatinumPLUS Maintenance Program apply to you. Support is provided for the particular Products or Services according to the applicable Maintenance Program as set forth in the Quotation.
 10. You agree to provide remote access via the Central Management system we install as part of this Product. If you do not agree, we will increase your annual maintenance agreement cost by 10%.

11. During the Warranty Period, we will respond to your questions and aid you in the support of your Product as stated in the applicable Maintenance Program. If you need additional installation services for expansion of your system or reinstallation of systems because of your hardware failures or related issues, our Professional Services Implementation Consultants will be available to help you for a fixed rate via telephone or on-site as defined in the price schedule set out in the quotation or RFP response.
12. We support only the then-current release of the given Software and the most recent previous release. We will provide notice of available Software updates, which you may download at your convenience and install on your systems according to your timetable for as long as you are covered under the Product Warranty or Maintenance Program. In order to know about these updates, you must subscribe to our customer forum or Twitter feed.
13. When you update the software, we will answer your questions for these processes and help you to understand how to perform your upgrades. If you wish to have us perform your upgrades, we will provide options for acquiring those services from our Professional Services group.
14. We will use skilled professionals in our training that will help to use your system effectively, plan a seamless implementation experience and obtain maximum value for your investment. We will minimize disruption to your current services and we will work in a professional manner that assures continued good public service and convenience for your staff. Upon successful completion of implementation and your total satisfaction, we will ask that you serve as a reference for us to other libraries that are considering similar purchases.
15. You agree to pay us according to the payment terms in the Quotation. If you do not provide timely payment, we will discontinue providing our services and support to you. In the event that you are ever dissatisfied, we ask that you contact us and provide an opportunity to remedy any problems. You may escalate your service request at any time by sending an email to customersatisfaction@envisionware.com.
16. You may purchase additional maintenance agreements for future years at a discount if you pay for additional maintenance with your original order. If you do not pay in advance for maintenance, near the end of the warranty period or each successive maintenance renewal period, you will receive an invoice for the annual maintenance agreement. We will provide a separate value for Software and Hardware for Time and Materials and the Gold Support Level so that you can decide to cover your entire system or only Software. If you elect hardware coverage, all items must be covered. Platinum and PlatinumPLUS customers agree to maintenance for all products in use. For all Support Levels, if you retire an item and take it out of service you may contact Maintenance Services to have the item removed from your Maintenance Record. You will not have hardware protection without an agreement, which also means that you will not have access to firmware updates. If you choose not to purchase hardware coverage, the alternative is a time and materials charge plus expenses. When you are covered by hardware maintenance, you have the assurance of prompt remedy, which cannot be provided under the same Service Level Guarantee under a time and materials program. If you fail to pay your maintenance invoice on time, you will receive a 30-day grace period after which your support services and access to downloads will be suspended until payment is received. Maintenance agreements are available under one of four

“**Maintenance Programs**” described below. The program you have elected is stated in the applicable Quotation.

A. “**Standard Support Hours**” are 8:30 a.m. to 7:00 p.m. Eastern US Time, Monday through Friday, excluding U.S. federal holidays. Our goal for customers under a maintenance agreement is to answer 90% of all incoming support calls with a live technician. Platinum and PlatinumPLUS customers have 24x7x365 access to Support.

B. Maintenance Programs

- i) Time and Materials: If you are not covered by a maintenance agreement, when service of any kind is required you may contact support during Standard Support Hours (Monday – Friday 8:30am to 7:00pm Eastern Time, excluding U.S. federal holidays). There is no after-hours support available in the Time and Materials maintenance program.

Support services include:

- Support Hours: Monday – Friday 8:30am to 7:00pm Eastern Time, excluding US federal holidays
- 90% of incoming calls answered with a live technician
- Response time to incoming calls is 4 hours during Standard Support Hours
- Dispatch of onsite service within 2 business days of determining a site visit is required
- Guaranteed onsite response arrival of 3 business days after determining a site visit is required
- Maximum time to attempt a remedy of a major outage is 5 business days
- North America Toll Free calling: 888-409-0888
- Access the User to User Forum, *provided that signup occurs via the Customer Center prior to expiration of the warranty period and prior to transitioning to Time and Materials status.*

Support Process:

- The support technician will forward terms for time and materials for your acceptance per Support Case.
- Upon authorized email acceptance of the terms, the technician will provide the requested services at our then-current hourly rate.
- There is a minimum charge of one hour per incident. All hardware, labor and travel expenses will be invoiced.
- Upon determination that a site visit is required, the support technician will provide you with a quote for time, estimated materials and expenses, using EnvisionWare's flat expense rates.
- Upon quote acceptance, our goal is to dispatch a technician the same day for a determination made by noon Eastern time or the next business day for approvals received after noon Eastern time.
 - The maximum interval for onsite arrival is 3 business days after determining that an onsite visit is required and approval is received.
 - You will be invoiced for the total number of hours for remote and onsite work plus the total number of onsite travel expenses.

Support Services do not include:

- Access to LiveChat, the Knowledge Base, software downloads or documentation after the expiration of a warranty.
Note: Customers must download the electronic documentation for their installed versions of licensed Products before transitioning to Time and Materials.
- Software patches and new versions of licensed software.
 - If a Software or firmware update is required, you may have the option to catch up on lapsed maintenance (see Section 20) or you may pay for a new license, if available, based upon whichever is lower in cost.

- There is no separately available software license for embedded systems such as sorters (AMH) and 24-Hour Libraries and turnkey hardware/software systems in which the software is part of the item bundle.
- Hardware Revisions, which are included in maintenance for sorters (AMH) and 24-Hour Libraries, may not be available for purchase under Time and Materials.
- The EnvisionWare (10) year life guarantee program.
 - After (5) years, “ten (10) year systems” will become part of an End of Life program in which maintenance automatically escalates in year 5 and continues to rise each year thereafter according to the limits set forth in Section 3.
 - An End of Life notice may identify certain parts or modules which may no longer be available.
 - If the at-risk items fail, we will attempt to extend the life of your system by providing a quotation for a replacement module or alternative sub-system.
 - If options to extend the life are not available, we will provide a reduced price upgrade quotation to replace your system if an upgrade is available.

ii) Gold Level Support: Services are available via the EnvisionWare Customer Center portal and via toll-free telephone in North America during Standard Support Hours (Monday – Friday 8:30am to 7:00 pm Eastern Time, excluding U.S. federal holidays). There is no after-hours support available in the Gold Level maintenance program.

Support services include:

- Standard Support Hours: Monday – Friday 8:30am to 7:00pm Eastern Time, excluding US federal holidays

Services during Standard Support Hours

- 90% of incoming calls answered with a live technician
- Response time to incoming calls is 4 hours during Standard Support Hours
- Dispatch of onsite service within 1 business day of determining a site visit is required
- Guaranteed onsite response arrival of 2 business days after determining a site visit is required
- Maximum time to attempt a remedy of a major outage is 3 business days
- North America Toll Free calling: 888-409-0888
- LiveChat via the Customer Center during Standard Support Hours
- Responses to online Support Cases

24-Hour Services

- User-to-User Forum (24 hour)
- Downloadable Software defect fixes
- Downloadable New software releases
- Downloadable electronic documentation
- Searchable Knowledge Base
- Create and view Support Cases
- Online Defect/Enhancement view
- Online Project Status Tracking
- Library Marketing Kits

Support Services do not include:

- Preventative Maintenance service
- After-hours support

iii) **Platinum Level Support:** Services available via the EnvisionWare Customer Center portal during Standard Support Hours and via toll-free telephone in North America 24x7 365 days per year. Routine services should be scheduled during normal support hours. After hours support is for emergency calls only and must be made via the toll-free telephone number using your Platinum support access PIN.

Our objective is to have calls answered within 2 hours during all times and onsite response generally dispatched within 4 hours of determining that a site visit is required. The maximum interval for onsite arrival is 24 hours after determination that a site visit is required.

Platinum Level Service requires continued coverage of all items purchased from EnvisionWare that remain in use by you except for consumables.

Support services include:

- Support Hours: 24 x 7 x 365 (for telephone support)
- 90% of incoming calls answered with a live technician
- Response time to incoming calls is 2 hours
- Dispatch of onsite service within 4 hours of determining a site visit is required
- Guaranteed onsite response arrival of 24 hours after determining a site visit is required
- Maximum time to attempt a remedy of a major outage is 48 hours
- North America Toll Free calling: 888-409-0888
- LiveChat via the Customer Center during Standard Support Hours
- User-to-User Forum (24 hour)
- Downloadable software defect fixes
- Downloadable new software releases

- Downloadable electronic documentation
- Searchable Knowledge Base
- Online Customer Center Support Case Management (24 hour – response during Standard Support Hours)
- Online Defect/Enhancement view
- Online Project Status Tracking
- Library Marketing Kits
- Preventative Maintenance:
 - If a sorter (AMH) or a 24-Hour Library™ unit is purchased, a Preventative Maintenance site visit is performed within 60 days of each annual renewal.
 - Continual, consecutive Platinum Level Support renewals assure a long life for Products covered by Preventative Maintenance.
 - The lifetime coverage limit is specified on a per-item basis and in no case exceeds a guaranteed lifetime of ten (10) years.
 - Sorters (AMH) and 24-Hour Libraries are guaranteed for a lifetime of ten (10) years provided there is continued Platinum maintenance coverage from the Effective date.
 - Any lapse in coverage for a period of more than 30 days will void the ten (10) year guarantee.

iv) **PlatinumPLUS Level Support:** Services available from a Resident Technician via the EnvisionWare Customer Center portal and via a dedicated telephone number 24x7, 365 days per year.

“**Resident Technician**” means a local field technician employed by us that dedicates 50% of his or her time to service your library. The Resident Technician’s priority is focused on your uptime.

Our objective is to have telephone calls answered by the Resident Technician within 1 hour during all times, to have onsite response dispatched within 2 hours of determining that a site visit is required, and to have the maximum interval for onsite arrival to be 6 hours or less after determining that a site visit is required.

PlatinumPLUS Level Service requires continued coverage of all items purchased from EnvisionWare that remain in use by you except for consumables.

Support services include:

- Support Hours: 24 x 7 x 365
- 95% of incoming calls answered with a live technician
- Response time to incoming calls is 1 hour
- Dispatch of onsite service within 2 hours of determining a site visit is required
- Guaranteed onsite response arrival of 6 hours after determining a site visit is required

- Maximum time to attempt a remedy of a major outage is 36 hours
- North America Toll Free calling: 888-409-0888
- LiveChat via the Customer Center during Standard Support Hours
- User-to-User Forum (24 hour)
- Downloadable software defect fixes
- Downloadable new software releases
- Downloadable electronic documentation
- Searchable Knowledge Base
- Online Customer Center Support Case Management (24 hour – response during Standard Support Hours)
- Online Defect/Enhancement view
- Online Project Status Tracking
- Library Marketing Kits
- Preventative Maintenance:
 - This service is continual and performed incrementally each month by the Resident Technician and/or other EnvisionWare technicians and engineers as required.
 - The Preventative Maintenance service includes proactive replacement of parts, routine cleaning, system updates and performance testing and certification.
 - Continual, consecutive PlatinumPLUS renewals assures a long life for Products covered by Preventative Maintenance.
 - The lifetime coverage limit is specified on a per-item basis and in no case exceeds a guaranteed lifetime of ten (10) years.
 - Sorters (AMH) and 24-Hour Libraries are guaranteed for a lifetime of ten (10) years provided there is continued PlatinumPLUS maintenance coverage from the Effective date.
 - Any lapse in coverage for a period of more than 30 days will void the ten (10) year guarantee.
- The Resident Technician can provide or coordinate ongoing training and orientation for new staff.
- Spare parts are stocked locally. You must provide network access, locked storage and facility and computer access to facilitate the proactive delivery of services.
- Direct escalation path to the Director of Support.
- In addition to Support, Preventative Maintenance, and proactive upgrades, the Resident Technician will be available for consultation and planning to aid in rollout and system-wide upgrade programs that include any EnvisionWare applications. The Resident Technician can provide insight into pending releases and can serve as your advocate for product enhancements.
- The Resident Technician will collaborate with your staff to develop a routine schedule for reporting and status meetings.
- When a Resident Technician is scheduled away from the local area, such as during vacation time, a backup technician will be assigned to provide the PlatinumPLUS services. The backup technician will provide the same response times as the Resident Technician.

- C. Should we fail to achieve the applicable performance objective for the Platinum or PlatinumPLUS Level Maintenance Programs measured as an average of all failures over a calendar quarter not meeting the applicable objective of all incidents and if you have notified your dedicated EnvisionWare technician or our Director of Support via email (with appropriate details of the case number and the failure) no later than thirty (30) calendar days from the end of the calendar quarter in which failure occurred, we will credit the next invoice to you in the amount of one month of maintenance as prorated for that item being serviced. The measurements will reset each calendar quarter.
- D. A failure to achieve a service objective shall not be a breach of the maintenance agreement or give rise to a credit if and to the extent that failure to achieve a service objective was primarily caused by any one or more of the following:
- i) Prioritization of tasks or reduction of resources requested by you in writing with the written understanding by the parties that we will be excused by any resulting service level impact;
 - ii) Occurrence of a Force Majeure event (as defined herein);
 - iii) Any breach, failure to perform an agreed upon responsibility, user error or other act or omission of you or your customers, third party contractors or agents that materially prevents us from achieving the applicable service level; or,
 - iv) Problems originating from your facility, network, hardware, software, hosting or storage provider, server or other provider, that are outside the scope of our services.
- E. Force Majeure Events. Except for payment obligations by you, neither party shall be held responsible for any delay or failure in performance of any obligation under this Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, act of terrorism, strike, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control (each, a “**Force Majeure**” event). If any Force Majeure event occurs, the party delayed or unable to perform (“**Delayed Party**”) shall give immediate notice to the other party (“**Affected Party**”), and the Delayed Party, upon giving prompt notice to the Affected Party, shall be excused from performance under this Agreement for the duration of the Force Majeure event, provided, however, that the Delayed Party shall take all reasonable steps and cooperate with the Affected Party to avoid or remove the cause of non-performance and shall resume performance hereunder with dispatch when the cause is removed; and provided further that if the Delayed Party cannot within sixty (60) days remove the cause of non-performance, the Affected Party may terminate this Agreement.

17. Re-establishing Maintenance After a Lapse:

- A. If your budget or other reason prevents you from acquiring maintenance or local ordinance prevents an annual agreement in advance of a fiscal period, your system will

not be disabled by expiration of the maintenance agreement, but, as of the date of expiration, you will not have further access to updates, upgrades or technical support.

B. If you later choose to resume maintenance, you will be charged as follows:

- i) The full amount of the next twelve (12) months of maintenance; and
- ii) Any time and costs for updating Hardware or Software or for on-site visits; and
- iii) A catch-up fee as follows:
 - (1) for Software maintenance: 50% of the amount of maintenance that would have been paid if maintenance had been maintained (calculated on an annual basis) or
 - (2) for Hardware maintenance: 100% of the amount of maintenance that would have been paid if maintenance had been maintained (calculated on an annual basis), subject to the availability of support for the Hardware you have at the time of re-establishing maintenance.

C. The amounts above cover the continuing development and evolution of the system during your lapsed period. The fact that you did not avail yourself of telephone or other support services during the period the Produce was covered by maintenance is no cause for adjustment. If you have replaced Hardware that is no longer supported by us, in order to be eligible for re-establishment of maintenance on the Hardware you will need to purchase new Hardware from us. As part of re-establishing maintenance we will provide you with the updates to the Software

D. Re-establishment of lapsed maintenance is permitted only once.

18. Professional Services. Upon request and agreement between the parties, we shall provide you with professional consulting or training services (“**Professional Services**”) according to the applicable Professional Services Statement of Work (“SOW”). The parties acknowledge that the scope of the Professional Services provided hereunder consists solely of any or all of the following: (a) assistance with Software or Hardware installation, deployment, and usage; (b) training in use of the Software or Hardware; and, (c) delivery of additional related Software or code proprietary to us. You shall have a limited license right to use any deliverables (including any documentation, code, Software, training materials or other work product) delivered as part of the Professional Services (“**Deliverables**”) solely in connection with your permitted use of the Software, subject to all the same terms and conditions herein as apply to your Software license, and subject to any additional terms and conditions provided with the Deliverables. You may order Professional Services under a SOW describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Each SOW must be signed by both parties before we will commence work under such SOW. If the parties do not execute a separate SOW, the Services shall be provided as stated on the Quotation. You agree to reimburse us for reasonable travel and lodging expenses as incurred.