

## AMENDMENT TO AGREEMENT

This **AMENDMENT** is made and entered into as of July 1, 2020 (the “**Effective Date**”), by and between **INNOVATIVE INTERFACES INCORPORATED**, a California corporation (“**Innovative**”), and the **CITY OF SANTA CLARA**, for the Santa Clara City Library, (the “**Client**”). Capitalized terms not otherwise defined in this Amendment will have the meanings set forth in the Agreement (as defined below).

**WHEREAS**, the Client and Innovative Interfaces Incorporated are parties to the Subscription License Agreement made effective as of July 1, 2019 (as amended from time to time, the “**Agreement**”); and

**WHEREAS**, the Client desires to extend the Agreement, and in connection with such extension, the parties desire to amend the Agreement as set forth in this Amendment; and

**NOW, THEREFORE**, for good and valuable consideration and intending to be legally bound hereby, the parties hereby agree as follows.

**1. Term Extension.** Paragraph 2 of Exhibit A of the Agreement, titled “Term,” is hereby deleted in its entirety and replaced with the following:

**Term.** Subject to the early termination provisions set forth in the GTCs, this Agreement will be effective for an initial term of six (6) years running from July 1, 2020 through June 30, 2026 (the “Initial Term”). Thereafter, this Agreement will be automatically renewed for additional one (1) year terms, subject to annual budget appropriation and at the sole discretion of the legislative body, up to a maximum of five (5) additional years (each, a “Renewal Term” and, together with the Initial Term, the “Term”), unless either party gives the other not less than ninety (90) days’ prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term. Innovative will have the right to increase rates hereunder by 3.5% over the previous year. Client shall not be liable for any costs under this Agreement for failure to appropriate the funds to continue the Agreement for any Renewal Term.

**2. Pricing Exhibit.** Exhibit A of the Agreement is hereby amended to include the attached Pricing Exhibits SO-INC25195 and SO-INC25199.

**3. Miscellaneous.**

- a. This Amendment will become effective upon execution by both Innovative and the Client.
- b. Except as otherwise amended hereby, the other provisions of the Agreement will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Amendment and the Agreement, the terms of this Amendment will control.
- c. This Amendment may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto are upon the same instrument.
- d. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**4. Assignment:** This Amendment is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Amendment to affiliates and successors in interest and in connection with a merger, acquisition or other such reorganization of its business. Any purported assignment in violation of this provision will be void and of no effect. Any permitted assignee will assume all obligations of its assignor under this Amendment.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to enter into this Amendment as of the dates specified below.

**CITY OF SANTA CLARA**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INNOVATIVE INTERFACES INCORPORATED**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Renewal Quote

Page 1 of 3

Innovative Interfaces Incorporated  
1900 Powell St.  
Suite 400  
Emeryville CA 94608  
United States

**Quote #** SO-INC25195  
**Terms** Net 30  
**PO #**  
**Renewal Start Date** 7/1/2020  
**Renewal End Date** 6/30/2021  
**Site Code** scpl

## Bill To

Santa Clara City Library  
2635 Homestead Road  
Santa Clara CA 95051  
United States

## Ship To

Santa Clara City Library  
2635 Homestead Road  
Santa Clara CA 95051  
United States

## Currency

US Dollar

Item	Item Categ...	Qty	Description	Options	Rate	Tax	Amount
Sierra Subscription	License - Te...	1	Sierra Software Subscription		93,956.409...	Yes	93,956.41
Sierra Cloud Hosting	License - Te...	1	Sierra Cloud Hosting		21,688.119...	Yes	21,688.12
Staff User Licenses	License - Te...	60	Staff User Licenses		0.00	Yes	0.00
SIP2 Interface	License - Te...	18	SIP2 interface		0.00	Yes	0.00
Output accounting information to another system	License - Te...	1	Output accounting information to another system		0.00	Yes	0.00
WebPAC Pro	License - Te...	1	WebPAC Pro		0.00	Yes	0.00
File Transfer Software	License - Te...	1	File Transfer Software		0.00	Yes	0.00
Web Access Management	License - Te...	1	Web Access Management		0.00	Yes	0.00
Circ Notices via E-Mail Option	License - Te...	1	Circ Notices via E-Mail Option		0.00	Yes	0.00
OCLC Interactive Via the Network	License - Te...	1	OCLC Interactive Via the Network		0.00	Yes	0.00
Reports	License - Te...	1	Reports		0.00	Yes	0.00
Acquisitions	License - Te...	1	Acquisitions		0.00	Yes	0.00
Serials	License - Te...	1	Serials		0.00	Yes	0.00
Circulation	License - Te...	1	Circulation		0.00	Yes	0.00
Cataloging	License - Te...	1	Cataloging		0.00	Yes	0.00
Advanced Keyword Index Method II	License - Te...	1	Advanced Keyword Index Method II		0.00	Yes	0.00
OPAC Export	License - Te...	1	OPAC Export		0.00	Yes	0.00
Resequence attached records by location	License - Te...	1	Resequence attached records by location		0.00	Yes	0.00
Synchronize	License - Te...	1	Synchronize bibliographic locations		0.00	Yes	0.00

Quote #

SO-INC25195

Innovative Interfaces Incorporated  
1900 Powell St.  
Suite 400  
Emeryville CA 94608  
United States

Item	Item Categ...	Qty	Description	Options	Rate	Tax	Amount
bibliographic locations							
Automatic Authority Control Processing	License - Te...	1	Automatic Authority Control Processing		0.00	Yes	0.00
Sierra Additional Review Files	License - Te...	1	Sierra Additional Review Files		0.00	Yes	0.00
Patron API (URL)	License - Te...	1	Patron API (URL)		0.00	Yes	0.00
Z39.50 Client / Client Broadcast / Server	License - Te...	1	Z39.50 Client / Client Broadcast / Server		0.00	Yes	0.00
Offline Circulation	License - Te...	1	Offline Circulation		0.00	Yes	0.00
Unlimited Web OPAC user licenses	License - Te...	1	Unlimited Web OPAC user licenses		0.00	Yes	0.00
Unlimited Data License	License - Te...	1	Unlimited Data License		0.00	Yes	0.00
Sierra EDI / EDIFACT Ordering & Invoicing	License - Te...	1	Sierra EDI / EDIFACT Ordering & Invoicing		0.00	Yes	0.00
Spell Check	License - Te...	1	Spell Check	Languages: English	0.00	Yes	0.00
My Record Feeds	License - Te...	1	Sierra My Record Feeds		0.00	Yes	0.00
Sierra Classic Collection Agency Subscription	License - Te...	1	Sierra Classic Collection Agency Subscription		0.00	Yes	0.00
Sierra Online Patron Registration	License - Te...	1	Sierra Online Patron Registration		0.00	Yes	0.00
Circa Wireless Inventory (RFID)	License - Te...	1	Sierra Circa Wireless Inventory (RFID)		0.00	Yes	0.00
WebOPAC Ecommerce	License - Te...	1	Sierra WebOPAC Ecommerce	WebOPAC Ecommerce Option: Payflow Pro	0.00	Yes	0.00
Sierra Quick Click Ordering	License - Te...	1	Sierra Quick Click Ordering		0.00	Yes	0.00
Authority Control Option	License - Te...	1	Authority Control Option		0.00	Yes	0.00
Classic Fines Payment	License - Te...	1	Classic Fines Payment Web Service API		0.00	Yes	0.00

# Renewal Quote

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Quote #

SO-INC25195

Innovative Interfaces Incorporated  
1900 Powell St.  
Suite 400  
Emeryville CA 94608  
United States

Item	Item Categ...	Qty	Description	Options	Rate	Tax	Amount
Web Service API			<p>Year 1 of 6 - \$ 115,644.53 1 July 2020 - 30 June 2021</p> <p>Year 2 of 6 - \$ 119,692.09 Year 3 of 6 - \$ 123,881.32 Year 4 of 6 - \$ 128,217.16 Year 5 of 6 - \$ 132,704.76 Year 6 of 6 - \$ 137,349.43</p>				

**Total** US\$115,644.53

THIS INFORMATION IS CONFIDENTIAL BETWEEN THE PARTY IDENTIFIED AS 'BILL TO' ABOVE AND INNOVATIVE INTERFACES

Notes:

1. The prices quoted may be subject to change where new software has been purchased or changes have been made to existing software.
2. Taxes are not included in the quoted price but, if applicable, may be charged by Innovative at the point of invoicing.

## Renewal Quote

Innovative Interfaces Incorporated  
1900 Powell St.  
Suite 400  
Emeryville CA 94608  
United States

**Quote #** SO-INC25199  
**Terms** Net 30  
**PO #**  
**Renewal Start Date** 7/1/2020  
**Renewal End Date** 6/30/2021  
**Site Code** scpl

### Bill To

Santa Clara City Library  
2635 Homestead Road  
Santa Clara CA 95051  
United States

### Ship To

Santa Clara City Library  
2635 Homestead Road  
Santa Clara CA 95051  
United States

### Currency

US Dollar

Item	Item Categ...	Qty	Description	Options	Rate	Tax	Amount
Resource Sharing – Returnables (INN-Reach)	License - Te...	1	Resource Sharing – Returnables (INN-Reach)  Year 1 of 6 - 23,679.20 1 July 2020 - 30 June 2021  Year 2 of 6 - \$24,507.97 Year 3 of 6 - \$25,365.75 Year 4 of 6 - \$26,253.55 Year 5 of 6 - \$27,172.42 Year 6 of 6 - \$28,123.46		23,679.200...	Yes	23,679.20

**Total**

US\$23,679.20

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