

EXHIBIT A-4 -- PLANNER

Included herein is:

- A-4.1 Planner License Agreement**
- A-4.2 Planner Service Level Agreement and FEE SCHEDULE – PRICING**
- A-4.3 Planner Implementation Plan**

Exhibit A-4.1

Selected Service: PLANNER License Agreement

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 200__ (the "Effective Date") by and between Futterman and Associates, Inc., a California Corporation doing business as CIVICTechnologies ("CIVIC"), having offices at 1773 N. El Molino Ave., Pasadena, CA 91104, and _____, having offices at _____ ("Licensee").

RECITALS

- A. CIVIC is the owner of Planner (as defined below).
- B. CIVIC desires to grant to Licensee and Licensee desires to obtain from CIVIC a non-exclusive, nontransferable license to use Planner solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

• KEY DEFINITIONS

In this Agreement, the following are defined terms:

a. Additional Services: Optional services defined in Section 4 of the Service Level Agreement and Fee Schedule that may be purchased by the Licensee.

b. Administrator: An employee, agent or representative designated by the Licensee who will act as the primary point of contact for CIVIC during the term of this Agreement and who has the authority to act on behalf of the Licensee for all aspects of this Agreement.

c. Authorized Users: Employees, agents, or representatives of the Licensee who are authorized by the Licensee to access Planner.

d. Browser Cookie: Refers to a short piece of data that is used to confirm when an Authorized User logs into Planner.

e. Cardholder: A patron of Licensee's library(ies) authorized to access the library's services.

f. Cardholder Geocoding: Refers to the act of entering cardholder data, such as the cardholder's street address, into the Data Servers to facilitate geographical mapping.

g. Civic Contact: The designated contact person at CIVIC to whom all of the Licensee's communications may be addressed during the Implementation Period.

h. Data Servers: Computer and related hardware that are owned or leased and controlled solely by CIVIC for use in Planner.

i. Implementation Period: The time period during which services are delivered by CIVIC for the preparation and start-up of Planner as more fully described in the Implementation Plan attached as Exhibit "B" hereto.

j. Planner: A web-service for public libraries with planning and management functionality delivered over the Internet to the web browser of Authorized Users offered as a subscription service.

k. Licensee Data: Library data provided by the Licensee as set forth in the Implementation Plan.

l. Map Images: Static electronic map images, including, but not limited to, jpeg, gif, tif, pdf, bit-mapped or raster images.

m. Other Outputs: Any output in addition to Map Images and Reports that may be derived from Planner including but not necessarily limited to digital reproductions.

n. Outlet: A facility of Licensee limited to a central or main library and branch libraries.

o. Reports: All output derived from Planner including but not necessarily limited to reports, documents, presentations, charts and graphs.

p. Results: Map Images, Reports, and Other Outputs derived from Planner as each is defined herein, whether in printed, electronic or any other format.

q. Service Area Boundary: A defined geographic area for each Outlet of Licensee as set forth in the Service Level Agreement and Fee Schedule.

r. Service Level Agreement and Fee Schedule: The schedule of fees for Subscription and Additional Services set forth on Exhibit "A" hereto.

s. Subscription Services License Fee: The fee set forth in the Service Level Agreement and Fee Schedule for licensing the use of Planner.

t. Subscription Services: The scope of services defined in Section 2 of the Service Level Agreement and Fee Schedule that are provided under the Subscription Services License Fee.

u. Subscription Start Date: The date that CIVIC Technologies initiates Licensee access to Planner and commences the Subscription Term.

v. Subscription Term: The duration of this License Agreement as set forth in the Service Level Agreement and Fee Schedule.

w. Subscription Tier Level: A Licensee's subscription class that is determined by the number of Outlets contained within a library administrative entity (i.e., city, county, school district, etc.). CIVIC has established the following subscription classifications:

Tier	I	II	III
Number of Outlets	1 to 5	6 to 20	21 +

x. Technical Support: Assistance provided by CIVIC to assist the Licensee in the use, administration, and support of Planner.

y. User Identification(s): A unique username and password assigned to each Authorized User by the Administrator.

z. Web Conferencing: An interactive communications and conferencing service over the Internet in which CIVIC and Licensee use their respective personal computers and telephones.

aa. Web Site: The universal record locator ("URL") that Licensee uses to access Planner.

• **GRANT OF LICENSE**

Subject to the prompt payment of the license fees and the due performance by Licensee of all its obligations under this Agreement, CIVIC grants to Licensee, and Licensee accepts, a non-exclusive, personal, non-assignable, non-transferable, revocable, limited license (without the right to sublicense) to use Planner for Licensee's internal business purposes and for no other purpose.

• **LICENSEE'S ACCESS TO SYSTEM**

Licensee's access to Planner will be limited solely to the Administrator and Authorized Users. Any exception to this restriction requires the prior written consent of CIVIC. The Administrator will manage all aspects of Planner for the Licensee including without limitation assigning User Identifications. Licensee shall be solely responsible for ensuring the security and confidentiality of all User Identifications. Licensee acknowledges that it will be fully responsible for all activities incurred through use of any User Identifications and that any transactions under a User Identification will be deemed to have been performed by Licensee. CIVIC shall have no responsibility for the consequences of unauthorized access to Planner that arise from an unauthorized disclosure of a User's Identification issued by Licensee. Licensee shall immediately notify CIVIC in writing of any suspected theft, loss or fraudulent use of such User Identification.

- **PROTECTION AND MODIFICATIONS**

4.1 Licensee will not, and will not permit any employee or any third party to, do any of the following: (i) use Planner in any manner inconsistent with the license grant set forth in Section 2 above; (ii) reproduce Planner; (iii) modify or make derivative works of Planner; (iv) distribute Planner; (v) publicly display or publicly perform Planner except as expressly set forth in this Agreement; (vi) decompile, disassemble, reverse engineer or otherwise attempt to reconstruct or discover the source code of Planner; or (vii) remove, obliterate or cancel from view any product identification, copyright, trademark, confidentiality or other proprietary notice, mark or legend from Planner or appearing on any of the Results or reproductions of the Results generated by Planner. Licensee may not rent, lease, sell, sublicense, transfer or timeshare Planner. Licensee agrees to ensure that Licensee's officers, employees, sub-contractors and other agents who have access to Planner are made aware of the terms of this Agreement, and Licensee agrees to notify CIVIC in writing immediately upon becoming aware of any breach of this Agreement by Licensee's officers, employees, sub-contractors or other agents. Licensee agrees to indemnify and hold CIVIC harmless from and against all liabilities, losses, damages, costs and expenses, including attorneys' fees, which CIVIC may incur or otherwise suffer as a result of a breach of any of the provisions or restrictions of this Agreement by Licensee or Licensee's officers, employees, sub-contractors or other agents.

4.2 Licensee acknowledges and agrees that Planner contains valuable intellectual property rights, including, but not limited to: trade secrets, copyrights and trademarks, and that all intellectual property rights are owned exclusively by CIVIC and/or its respective third party suppliers, and that Licensee has no rights beyond the license right explicitly granted under Section 2. Licensee acknowledges and agrees that this Agreement grants to Licensee a license to Planner and that Planner is not being sold to Licensee. Ownership of, and all worldwide right, title and interest in and to, Planner, and all copyrights, patent rights, trademark rights, trade secret rights, inventions and other proprietary and intellectual property rights therein and thereto, are and shall remain exclusively in CIVIC. Licensee agrees not to remove any intellectual property or other notices appearing on the licensed software.

4.3 Planner automatically provides required copyright information on Map Images and Reports. Licensee shall conspicuously affix the following copyright notices (i) on any and all Map Images and Reports, (ii) on the storage media (e.g., labels for CD-ROMs DVDs, floppy disks, etc.), and/or packaging of any Result (e.g., cover of a Report), and (iii) on any Other Output (e.g., web pages), as follows:

"Planner © <current year> Civic Technologies, Inc."

4.4 Licensee may request that CIVIC incorporate certain features, enhancements or modifications into Planner. CIVIC may, at its sole discretion, undertake to incorporate such changes and negotiate the cost of said modifications (if any) with the Licensee. CIVIC shall have the right to distribute said modifications to all or any of CIVIC's licensees and such modifications shall be the sole property of CIVIC.

4.5 Certain information, such as the Internet protocol address of the Authorized User's computer and the Authorized User's Username and Password for Planner are stored through the use of Browser Cookies that speed access to Planner's information and services. In order to access Planner the Authorized User's browser must be enabled to accept Browser Cookies. During the set-up process for Planner such information may be placed on the Authorized User's hard drive to enable the proper functioning of Planner and to ensure that Planner is properly licensed.

- **LICENSE FEES AND PAYMENT**

5.1 In consideration of the license rights granted in Section 2 above, Licensee shall pay to CIVIC through its agent BCR the License Fees specified, and at the time or times set forth, on the Service Level Agreement and Fee Schedule attached as Exhibit "A-4.2", without offset, deduction, counterclaim or credit for any claim that the Licensee may have or assert against CIVIC. Licensee will pay a late charge of the lesser of 1.5% per month or the maximum rate permitted by law on any unpaid balance.

5.2 Licensee shall be responsible for paying all sales, use, excise, value-added or other tax or governmental charges imposed on the licensing or use of Planner. In the case of tax-exempt Licensees, Licensee will provide CIVIC with appropriate documents reflecting Licensee's tax-exempt status upon payment of any License Fee.

5.3 In the event that and so long as Licensee is a current subscriber in good standing for integrated library system services with a company ("ILS Vendor") with whom CIVIC has a contractual agreement to do so, CIVIC may in its discretion invoice the Licensee for the License Fees through the ILS Vendor. Licensee agrees in such cases to pay the full amount of the License Fee to the ILS Vendor, without offset or deduction. Provided Licensee makes prompt payment of all amounts invoiced by the ILS Vendor and otherwise remains in good standing under its agreement with

the ILS Vendor, Licensee's payment of invoiced amounts to the ILS Vendor will be deemed to constitute payment to CIVIC.

- **THIRD PARTY DATA/SOFTWARE**

CIVIC will provide access to Planner to Licensee pursuant to the terms and conditions of this Agreement. Licensee acknowledges that Planner incorporates several unique data sources some of which are licensed by CIVIC from third party data vendors. In addition to or in connection with Planner, CIVIC may provide to Licensee other data and/or software applications that were designed, developed and marketed by third parties (collectively, "Third Party Data/Software"). Because CIVIC did not develop the Third Party Data/Software and because the particular third party owns such data/software, the owner of the Third Party Data/Software may impose significant restrictions on the handling, modification and other use of the Third Party Data/Software. Accordingly, Licensee hereby accepts and agrees to be bound by the terms and conditions of the third party data license agreement(s), if any, set forth in Exhibit "C," attached hereto, as the same may be amended or changed from time to time. Licensee further acknowledges and agrees that: (i) the restrictions imposed by the owner of Third Party Data/Software may prohibit or significantly limit CIVIC's ability to examine, modify or otherwise alter Third Party Data/Software; (ii) CIVIC will have no obligation to make any modifications, corrections or other alterations to Third Party Data/Software; and (iii) CIVIC provides no warranties with respect to Third Party Data/Software. If Licensee experiences technical difficulties with the operation of Third Party Data/Software, Licensee may contact CIVIC, and CIVIC may, in its discretion, attempt to provide assistance to Licensee with respect to Third Party Data/Software. However, Licensee's sole and exclusive remedy with respect to the performance and operation of Third Party Data/Software will be to contact the owner or licensor of the Third Party Data/Software for technical support or other assistance.

- **LICENSEE DATA**

Licensee agrees to provide CIVIC with Licensee Data some or all of which may be confidential for use by Licensee in Planner. CIVIC has no property interest in the Licensee Data and will not use, rent, lease, sell or in any other way allow others to use the Licensee Data for any purpose not associated with Planner.

- **CIVIC'S WARRANTY**

CIVIC represents and warrants to the Licensee that it has full right to grant the license to Planner as set forth in Section 2.

- **WARRANTY DISCLAIMER**

9.1 EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE IN SECTION 8 FOR LIBRARY DECISION, LICENSOR MAKES NO OTHER WARRANTY EXPRESS, IMPLIED OR STATUTORY TO LICENSEE REGARDING LIBRARY DECISION OR THIRD PARTY SOFTWARE. LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

9.2 Planner is provided on an "as is" basis. CIVIC will use commercially reasonable efforts to maintain acceptable performance of Planner. However, CIVIC makes no warranties as to that performance nor that access to Planner will be uninterrupted, error-free, or completely secure. CIVIC does not and cannot control the flow of data to or from CIVIC and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by independent third parties over whom CIVIC has no control or relationship. At times, actions or inactions of such third parties can impair or disrupt Licensee's access to and use of Planner.

- **LIMITATION OF LIABILITY**

IN NO EVENT SHALL CIVIC BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR THE COST OF SUBSTITUTE GOODS, ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE (INCLUDING WITHOUT LIMITATION DAMAGES BASED ON LOSS OF PROFITS, DATA, FILES OR BUSINESS OPPORTUNITY), AND WHETHER OR NOT CIVIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CIVIC'S AGGREGATE LIABILITY TO LICENSEE FOR ALL CLAIMS, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE LICENSE FEE PAID

TO CIVIC UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

- **INDEMNITY BY CIVIC**

CIVIC agrees to defend Licensee against any third party claims, suits, actions or demands alleging that Licensee's use of Planner as provided in this Agreement infringes any copyrights or patent rights of any third party under United States law as of the Effective Date (a "Claim"), and CIVIC agrees to indemnify and hold harmless Licensee from and final award of damages or settlement amount in connection with any such Claim. The foregoing obligations are contingent upon: (i) Licensee giving prompt written notice to CIVIC of any such Claim; (ii) Licensee allowing CIVIC the sole control of the defense and related settlement negotiations for the Claim; and (iii) Licensee fully assisting and cooperating in the defense so long as CIVIC pays Licensee's reasonable out-of-pocket expenses associated with such assistance and cooperation. Subject to CIVIC's right to control the defense and settlement of such Claims, Licensee may, at its cost and expense, engage its own counsel to advise Licensee regarding any Claims. In the event of a Claim or if CIVIC believes a Claim is likely, CIVIC may, in its discretion: (i) modify Planner so that it is no longer infringing; (ii) obtain a license for Licensee to continue using Planner as provided in this Agreement, or if neither (i) nor (ii) are commercially reasonable, terminate this Agreement. The obligations and remedies set forth in this Section shall be the sole and exclusive remedies of Licensee for the infringement of third-party intellectual or proprietary rights by Planner. CIVIC will have no obligation under this Section for any Claims which result from or arise in connection with: (i) any use of Planner in connection with other software or hardware; (ii) modification or attempted modification of Planner; (iii) use of Planner beyond the scope of the license granted in this Agreement; or (iv) a breach by Licensee of any restriction set forth in this Agreement.

- **INDEMNITY BY LICENSEE**

Licensee will indemnify and hold CIVIC harmless against any and all claims, liabilities, suits, actions and demands (including without limitation reasonable attorneys' and experts' fees) arising or resulting from the breach of this Agreement by Licensee.

- **TERM AND TERMINATION**

This Agreement will commence on the Effective Date and shall continue during the Subscription Term unless otherwise terminated in accordance with this Section. Either party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach. Upon any termination of this Agreement, all amounts owed by Licensee to CIVIC will become due and payable and all licenses granted herein will immediately terminate.

- **ASSIGNMENT**

Licensee will not assign this Agreement or any rights or obligation under this Agreement without the written consent of CIVIC in its sole and absolute discretion. CIVIC will have the right to assign or otherwise transfer its rights and obligations under this Agreement.

- **ARBITRATION**

Any and all disputes arising out of or in connection with this Agreement, its interpretation or performance, will be submitted to arbitration in Los Angeles County, California, under the then current rules and regulations of the American Arbitration Association. The decision of the arbitrator(s) will be binding and conclusive upon both parties.

- **GENERAL PROVISIONS**

The following provisions will apply:

(a) This license may not be modified or waived in whole or in part except in writing.

(b) A waiver by either party of any breach or default by the other party will not be construed as a waiver of any other breach or default.

(c) Any notices given or required to be given hereunder must be in writing, and must be sent by certified mail, return receipt requested, to the parties at their respective addresses shown above.

(d) This Agreement will be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely with the State of California between California residents. Each party will voluntarily appear before and hereby consents and submits to the non-exclusive jurisdiction of the state and federal courts in Los Angeles, California. In addition, each party consents to venue and hereby waives objections to venue for any action commenced in such courts. The prevailing party in any such litigation or dispute will be entitled to recover from the other party its costs and fees, including attorneys' fees, associated with such litigation or dispute.

(e) This Agreement constitutes the entire agreement between the parties relating to its subject matter and supercedes all prior or contemporaneous oral or written agreements concerning such matter.

(f) The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such paragraph or in any way affect such paragraph.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

LICENSOR:

Futterman and Associates, Inc., a California Corporation doing business as CIVICTechnologies ("Civic")

By: _____

Print Name: _____

Title: _____

Date: _____

LICENSEE:

Name:

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A-4.2

Selected Service: PLANNER Service Level Agreement and Fee Schedule

1. PURPOSE

This Service Level Agreement And Fee Schedule ("Schedule") defines the level of services that are provided to Licensee by Planner. There are two types of services provided: Subscription Services and Additional Services. Subscription Services are provided as a part of the annual subscription paid by the Licensee. Additional Services are those services in addition to the Subscription Services as defined herein.

2. SUBSCRIPTION FEE, SUBSCRIPTION SERVICES AND TIER LEVEL

Subscription Term	12 Months
Subscription Fee for Subscription Tier Level __	\$_____.00
Subscription Start Date	_____

PLANNER PRICING

Number of Outlets	Tier	RETAIL Service Fee (Annual)	BCR MEMBER Service Fee (Annual)
1 to 5	Small	\$2,990	\$2,781
6 to 20	Medium	\$4,990	\$4641
21 +	Large	\$9,990	\$9291

The Subscription Fee will be due and payable in full on the Effective Date of the Agreement. Payment of the Subscription Fee entitles the Licensee to full use of Planner within the Service Area Boundary to be established by mutual agreement of the parties.

Subscription Services covered by the Subscription Fee include (i) access to Planner at the following website: www.librarydecision.com/ld2; (ii) current year population estimates, future year population forecast, and long-term population forecast by census block by age, the former two to be determined in conjunction with the Licensee; (iii) importing of certain Licensee library data as set forth in Exhibits "B-1" and "B-2"; (iv) selected Census 2000 data; (v) selected National Center for Educational Statistics data; (vi) Implementation Plan as set forth in Exhibit "B"; (vii) Planner application software updates that CIVICTechnologies in its sole discretion offers at no additional charge to subscribers generally; (viii) training and technical support as provided below; and (ix) an unlimited number of simultaneous users during general business hours. Scheduled maintenance periods will be done between 6:00 p.m. and 3:00 a.m. Pacific time. Should emergency maintenance be required, users may be forced off Planner at any time without notice. Planner may be immediately shut down or cease to function in which case users may have to force quit the service by closing their browser. Upon initiation of the emergency or immediately after its resolution, CIVIC will send the Planner Administrator an email notifying him or her of the emergency and the estimated period required for the re-establishment of service. During scheduled or emergency maintenance periods CIVIC will post a notice of such on the Planner homepage.

3. TRAINING AND TECHNICAL SUPPORT

The above Subscription Fee entitles the Licensee to the following level of web-conference training and technical support. Additional training and support may be provided as an Additional Service.

3.1 Web-Conference Training

The Administrator may request Training that will be scheduled at mutually acceptable times. An unlimited number of training sessions will be provided. Training will be provided in one (1) hour segments.

3.2 Training Manual

CIVICTechnologies will provide one (1) original of the *Planner Training Manual* for copying and distribution to authorized users of the Library. At the request of the Administrator, CIVICTechnologies will prepare additional copies for an additional fee based upon mutually acceptable terms.

3.3 Technical Support

The Administrator may arrange for Technical Support for any Authorized User at any time during the Subscription Term by contacting CIVIC. Technical Support will be offered by telephone or via Web Conferencing. Upon acceptance of the Administrator's request, CIVIC will immediately provide Technical Support or, at its sole discretion, schedule Technical Support at a mutually acceptable time. The number of technical support sessions is unlimited.

3.4 On-Site Training

On-Site Training activities will be mutually agreed to by the parties prior to the training activity for up to the number of hours requested by Licensee. Licensee may order On-Site Training in blocks of eight (8) hours with an eight (8) hour minimum at \$125.00/hour plus the actual number of hours traveled billed at the hourly billable rate but not to exceed eight (8) hours plus all expenses at cost plus 10 (ten) percent including without limitation air fare, rental car, taxi, tips, per diem at mutually acceptable rates, hotel, gasoline, and parking.

Exhibit A-4.3

Selected Service: PLANNER Implementation Plan

1. WELCOME

CIVICTechnologies (“CIVIC”) is pleased that you have become a Planner Licensee. Over the next few weeks we will work with you to implement Planner. In order to effectively guide the preparation and startup, we have prepared this Implementation Plan.

2. ADDITIONAL LICENSEE RESPONSIBILITIES

The Licensee shall have the following additional responsibilities:

2.1 Administrator

- a. Assign an Administrator who is an employee, agent, or representative of the Licensee to act as the primary point of contact to whom all CIVIC communications may be addressed and who has the authority to act for the Licensee in all aspects of the implementation and services.
- b. Administrator will provide all Licensee Data in specified formats to CIVIC and will assist CIVIC in subsequent requests such as for clarification, reformatting, or additional information.
- c. Administrator will assign to Authorized Users unique User Identification including “Username” and “Password.”
- d. Administrator and CIVIC will schedule and undertake web conferencing training session(s) as set forth in the Service Level Agreement.

2.2 Library Data

- a. Licensee will provide Licensee Data as requested in a Microsoft Access database template (“Database Template”) that will be provided by CIVIC at the outset of the subscription.
- b. Licensee will make a maximum of one (1) submittal of the Database Template to CIVIC via email, notwithstanding revisions requested by CIVIC.

3. ADDITIONAL CIVIC RESPONSIBILITIES

CIVIC shall have the following additional responsibilities:

- a. CIVIC will provide the Licensee’s outlet identification number (FSCSKEY plus the unique three-digit suffix assigned by NCES) for each outlet.
- b. CIVIC will work with the Licensee to determine the geographical extent of Licensee’s jurisdiction.
- c. CIVIC will determine in consultation with the Licensee the origin of the future year and long-term population forecasts.
- d. CIVIC will submit draft population forecasts to the Licensee for written approval. Upon receipt of approval, CIVIC will disaggregate the estimate and projection to the census block level by age.

4. SCHEDULE

CIVIC and the Licensee will make their best efforts to complete the Implementation Plan within 60 (sixty) days from the Effective Date of the License Agreement. The implementation period may be extended for the following reasons:

- Delays due to delivery of Library Data.
- Delays outside of the reasonable control of CIVIC.