

**LIBRARYDECISION
PROFESSIONAL SERVICE AGREEMENT AND ORDER FORM**

Please complete all of the information on this Service Agreement and Order Form, have it signed by an authorized representative of the Customer, and **fax and mail** to:

**BCR
14394 E. Evans Ave.
Aurora, CO 80014
Attention: Marketing and Support**

General Contact Information			
Customer Name			
Address			
City			
State		Zip Code	
Phone		Fax	
E-mail			
Primary Contact			
Name			
Title			
Phone		Fax	
Email Address			
Technical Contact (if different from above)			
Name			
Title			
Phone		Fax	
Email Address			

Selected Service

Please check one or more of the following LibraryDecision Services. Then see the attached exhibit for that service to provide additional information in order for us to determine the scope of work and fee:

_____ **SnapShot.** See Exhibit A-1.

_____ **Patron.** See Exhibit A-2.

_____ **Voter.** See Exhibit A-3.

_____ **Planner.** See Exhibit A-4.

Binding Agreement. By signing this Order Form below, the above-identified Customer here agrees to the terms and conditions of the Order Form, the attached General Terms and Conditions, and the attached Selected Service Terms and Conditions (collectively, the "Service Agreement"), which constitutes a binding agreement between Customer and Futterman & Associates, Inc., a California corporation, doing business as CIVICTechnologies (hereafter referred to as "CIVIC"). Capitalized terms used in this Customer Agreement, the General Terms and Conditions, and the Selected Service Terms and Conditions and not defined herein or in the General Terms and Conditions or Selected Service Terms and Conditions will have the meanings ascribed to them in the Sales Agreement. Customer represents, warrants and agrees that the person or persons signing on behalf of Customer below has the full right, power and authority to bind Customer to the Service Agreement and that facsimile and scanned signatures will be effective as original signatures in binding Customer hereto.

Notices. Unless otherwise permitted in the General Terms and Conditions, all notices required or permitted hereunder will be in writing, and will be delivered: (a) by personal delivery (including personal delivery by courier) to the party to be notified; (b) by confirmed facsimile; or (c) by registered or certified mail, return receipt requested, prepaid and addressed to the party to be notified at the address set forth in the Service Agreement (or such other address as may be given in writing by either party to the other). Notices will be effective upon receipt. Notices to Subscriber or CIVIC will be delivered to each at its respective address set forth herein.

Understood and agreed to by Customer:

Dated: _____

Customer Name: _____

Signed By: _____

Print Name: _____

Title: _____

Accepted and Agreed

Marc A. Futterman, CEO/President

Futterman and Associates, Inc. (dba CIVICTechnologies)
1773 N. El Molino Avenue, Pasadena, CA 91104

Effective Date

To be inserted by CIVIC

General Terms and Conditions Governing LibraryDecision Member Customer

Definitions.

- a. Administrator: An employee, agent or other representative designated by a Customer who will act as the primary point of contact for CIVIC for said Customer during the term of this Agreement and who has the authority to act on behalf of the Customer for all aspects of this Agreement.
 - b. Authorized Users: Employees, agents, and current cardholders of a Customer who are authorized by the Customer to access the Service.
 - c. Customer: Each library that has executed and delivered to CIVIC a Service Agreement agreeing to be bound as a Customer by and under the terms outlined therein together with the appropriate Service License Fee or renewal thereof.
 - d. Map Images: Static electronic map images, including, but not limited to, jpeg, gif, tif, pdf, bit-mapped or raster images.
 - e. Other Outputs: Any output in addition to Map Images and Reports that may be derived from Services, including but not necessarily limited to digital reproductions.
 - f. Patron: A service provided by CIVIC. Patron analyzes patron use and checkouts to inform patron development. Patron uses geographic information systems to correlate library use data and lifestyle segmentation data in order to identify new patrons that have the highest probability of using the library.
 - g. Planner: A service provided by CIVIC. Planner is a web service that helps library administrators plan branch service areas. Planner provides geographic information systems and other tools to plan multiple scenarios in real time that include three population forecasts, nine service indicators, and dozens of thematic maps that compare demographics and service levels between outlet service areas.
 - h. Reports: All printed output derived from BusinessDecision including but not necessarily limited to reports, documents, presentations, charts, and graphs.
 - i. Results: Map Images, Reports, and Other Outputs derived from Services as each is defined herein.
 - j. Service Start Date: The Effective Date of this Service Agreement and Order Form during the Initial Term or any anniversary of said date with respect to a Renewal Term. For purposes of the Service Start Date, the terms Effective Date, Initial Term and Renewal Term will have the meanings ascribed to them herein.
 - k. Services: The scope of services defined in the Subscription Agreement and Order Form and which are provided under the Service Fee.
 - l. Service Term: The twelve-month period commencing on the Service Start Date.
 - m. SnapShot: A service provided by CIVIC. It is a situational analysis that helps public library administrators grasp the big picture characteristics of their community. SnapShot provides data, maps, analysis, and an interpretive summary that clarifies the key demographic issues facing the library.
 - n. Website: The universal record locator ("URL") that Subscriber uses to access BusinessDecision.
 - o. Voter: A service provided by CIVIC. Voter helps library administrators to win library-related ballot elections. Voter utilizes geographic information systems to compare historical voter data and library use data in order to predict the voters will help win library funding campaigns.
1. License Grant. Subject to the terms and conditions of the Professional Service Agreement And Order Form ("Service Agreement"), CIVIC grants to Customer a nonexclusive, nontransferable, revocable,

limited right and license ("License"), excluding the right to sublicense, to access via the Internet or other means LibraryDecision Services or Application, as that term is hereinafter defined. Customer may permit one or more of its employees authorized by it to access Services or Application for its intended purposes as end users, but under no circumstances will its use of the Services or Application exceed the limitations set forth herein. CIVIC reserves all rights not expressly granted to Customer.

2. Customer Responsibilities. CIVIC will make Services available to Customer in accordance with the Selected Service Terms and Conditions. Customer will be responsible for providing to CIVIC required data in accordance with the Selected Service Terms and Conditions.

3. Ownership of LibraryDecision. CIVIC retains title to and ownership of LibraryDecision services and all documentation related thereto and all copies thereof (collectively, the "Application"). The License is not a sale of the Application and is limited by and subject to the scope of use and other restrictions set forth herein and in the Service Agreement. Customer acknowledges and agrees that, as between Customer and CIVIC, CIVIC retains the sole right, title and interest in and to: (a) the Application; (b) all patents, copyrights, trade secrets and other intellectual property rights with respect to the Application; and (c) suggestions made by Customer for the Application, even if such suggestions are incorporated into subsequent versions of the Application.

4. Scope of Use. Customer will not modify, sell, rent, lease, distribute, license or sublicense Services, or otherwise use Services to provide timeshare, service bureau, application service provider or similar services to or for any other third party or otherwise use LibraryDecision Services for any purpose other than processing legitimate requests of Customer's patrons. Customer will not permit any person or entity to access or use Services in violation of any of the laws or regulations of the United States.

5. Features, Enhancements, and Modifications. A Customer may request that CIVIC incorporate certain features, enhancements or modifications into Services. CIVIC may, at its sole discretion, undertake to incorporate such changes and negotiate the cost of said modifications (if any) with the Customer as additional services ("Additional Services"). CIVIC shall have the right to distribute said modifications to all or any of CIVIC's customers and such modifications shall be the sole property of CIVIC.

6. Additional Services. If CIVIC decides to implement features, enhancements, modifications for any particular service, CIVIC and Customer will negotiate and mutually agree in writing to additional services prior to executing them and that this will contain changes to the scope of work, additional compensation, schedule changes, and list of deliverables.

7. Termination. Either CIVIC or Customer may terminate this Service Agreement at any time with or without cause upon giving the other fourteen (14) calendar days prior written notice. The Customer shall, within ten (10) business days of termination, pay CIVIC through its agent BCR for all services rendered including all fees and costs incurred up to the date of termination, including those previously invoiced and due and all expenses reasonably incurred by the CIVIC in connection with termination of this Service Agreement, including but not limited to a demobilization fee equal to 10% of the value of those tasks of work then engaged. If Customer fails to make any payment when due CIVIC or otherwise is in breach of this Service Agreement, CIVIC may suspend performance of services upon seven (7) calendar days written notice to the Customer. Unless payment is received within ten (10) business days of the date of said notice, the suspension shall take effect without further notice. In the event of a suspension of Services, CIVIC shall have no liability whatsoever to the Customer for any costs or damages as a result of such suspension caused by any breach of this Service Agreement by the Customer. If the Service is suspended for more than thirty (30) calendar days in the aggregate, and then resumed, CIVIC shall be compensated for services performed and charges incurred prior to the receipt of notice to suspend and, upon resumption, a fee of ten (10) percent of the value of those task(s) to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the schedule based on the delay caused by the suspension.

8. Documents. All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by CIVIC as instruments of service shall remain the property of CIVIC. CIVIC

shall retain all common law, statutory, and other reserved rights, including the copyright thereto. The Customer shall be permitted to retain copies, including reproducible copies, of CIVIC's instruments of service for information and reference. The Customer agrees, to the fullest extent permitted by law, to indemnify and hold the Designer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the documents by the Customer or any person or entity that acquires or obtains the instruments of service without the written authorization of CIVIC.

9. Payment. In consideration of the mutual covenants contained in this Services Agreement, Customer will pay to CIVIC the Service Fee set forth in the Selected Service Terms and Conditions. All payments for fees will be made in U.S. Dollars. Subscriber will make its payments to BCR as agent of CIVIC at the address appearing on the first page of this Service Agreement.

10. Taxes. Customer will be liable for, pay and, to the extent applicable, reimburse CIVIC for all local, state, federal and foreign taxes or similar assessments or charges, (including any interest and penalties imposed thereon) arising out of this Service Agreement and the transactions contemplated hereby, excluding taxes based on the net income or gross receipts of CIVIC.

11. Disclaimer of Warranties. CIVIC (a) MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, APPLICATION, OR DOCUMENTATION, AND (b) DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CIVIC, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES WILL CREATE A WARRANTY. CIVIC does not warrant that the Application or Service will meet Customer's requirements, that Customer's use of the Application or Service will be uninterrupted, or that the operation or results of the Application or Service will be error-free. Further, CIVIC does not warrant, guarantee or make any representations regarding the results of the use of the Application or Service in terms of correctness, accuracy, reliability, currency or otherwise. CIVIC exercises no control over and accepts no responsibility for the content of the information passing through Application or Service. CIVIC specifically denies any responsibility for the accuracy or quality of information obtained through Application or Service. Use of any information obtained via Application or Service is at Customer's risk and the risk of the Authorized Users. The entire risk as to the results and performance of Application or Service is assumed by Customer.

12. Limitation of Damages. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT WILL EITHER PARTY OR ANY OF CIVIC'S SUPPLIERS OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR LOST DATA), NOR WILL CIVIC'S SUPPLIERS OR LICENSORS BE LIABLE FOR DIRECT DAMAGES TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL CIVIC'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE) EXCEED THE AMOUNTS ACTUALLY PAID TO CIVIC FOR THE SERVICES AND/OR SOFTWARE GIVING RISE TO A CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF SUCH CLAIM. Customer agrees and acknowledges that it is in a better position to foresee and evaluate any potential damage or loss it may suffer in connection with the Application or Service and that the fees payable under this Service Agreement have been calculated on the basis that CIVIC will exclude liability as provided in this Section.

13. Confidential Information. Customer will protect as confidential, and will not disclose to any third party without CIVIC's written consent, any information received from CIVIC or otherwise discovered by Customer during the term of this Service Agreement that would reasonably be considered proprietary or confidential to CIVIC, including, but not limited to, the Application or Service, the pricing and terms of the Service Agreement and any information relating to CIVIC's business affairs, marketing or sales plans, and any non-public information regarding the performance of Application or Service (collectively, the "Confidential Information"). Customer will use Confidential Information only for the purpose of this Service Agreement and will disclose Confidential Information only to its employees, subcontractors or advisors

with a need to know for Customer to perform its obligations hereunder and under a similar obligation of confidentiality.

14. Data Ownership/Loss. All data originally owned by a Authorized User and transmitted by and placed on CIVIC servers as part of Application or Service ("Authorized User Data") will at all times be owned by that Authorized User. CIVIC will use commercially reasonable efforts to maintain the confidentiality of Authorized User Data, subject to any disclosures required by applicable law, rule or regulation of any governmental authority or agency. On termination or cancellation of this Service Agreement for any reason, CIVIC will NOT 1) notify the Authorized User of the termination or cancellation of the Service; 2) notify the Authorized User that Authorized User Data will be destroyed; or 3) return any Authorized User Data to Authorized User; however, Authorized User may at any time until termination or cancellation request CIVIC to remove such data; however removal of such data may cause the Results, Other Outputs, or Map Images to be destroyed and thereby become unrecoverable. CIVIC will in no event be liable to Authorized User, Customer, or any third party for loss, destruction or corruption of Authorized User Data. Customer agrees and acknowledges that it is in a better position to foresee and evaluate any potential damage or loss Authorized User may suffer in connection with loss of Authorized User Data and that the fees payable under this Service Agreement have been calculated on the basis that CIVIC will exclude liability as provided in this Section.

15. Rules of Construction. Interpretation of the Service Agreement shall be governed by the following rules of construction: (a) words in the singular will be held to include the plural and vice versa; (b) the headings contained herein are for reference purposes only and do not affect in any way the meaning or interpretation of the Service Agreement; (c) this Service Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted. In the event of any conflict between the General Terms and Conditions and any other agreement that is part of the Service Agreement, the General Terms and Conditions will prevail unless the agreement containing such conflicting provision specifically references the provisions of the General Terms and Conditions to be superseded and expressly sets forth the parties' intent to supersede such provisions of the General Terms and Conditions.

16. Governing Law/Waiver of Jury Trial/Jurisdiction and Venue. Each party agrees to waive and hereby waives the right to trial by jury of any action, suit, proceeding, dispute, claim or controversy arising out of or relating to this Service Agreement. This Service Agreement will be interpreted according to the laws of the State of California without regard to, or application of, choice of law rules or principles. All actions, suits or other proceedings arising out of or relating in any way to this Service Agreement will be brought only in state and federal courts in the State of California. Each of the parties hereto hereby knowingly, voluntarily, intelligently, absolutely and irrevocably waives and agrees not to assert: (a) any objection it may now or hereafter have to the laying of venue of all actions, suits or proceedings arising out of or relating in any way to this Subscription Agreement in state or federal courts in the State of California and irrevocably submits to the jurisdiction of such courts for such purposes; and (b) in any such action, suit or proceeding that it is not subject to the personal jurisdiction of such courts or that the action, suit or proceeding should be transferred to a different venue under forum non conveniens principles or statutes embodying such principles.

17. Miscellaneous. CIVIC reserves the right to use Customer's identity in its marketing and promotional materials and customer lists; however, otherwise neither party may use the other party's name, trademarks, trade names or other proprietary identifying symbols, or issue any press release or public statement relating to this Service Agreement without the prior written permission of the other party. No delay or omission by either party to exercise any right or power it has under the Service Agreement will impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach will not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights. The relationship of the parties established by the Service Agreement is solely that of independent contractors, and nothing contained in the Service Agreement will be construed to make either party an agent of the other for any purpose whatsoever. The parties agree that the Service Agreement is for the benefit of the parties hereto and is not intended to confer any legal rights or benefits on any third party and that there are no third party

beneficiaries to the Service Agreement. Customer will not transfer, assign or delegate its rights or duties under the Service Agreement without the prior written consent of CIVIC in each instance, which shall be within CIVIC's sole discretion. Any assignment by Customer in violation of the foregoing will be void. The provisions of this Service Agreement will be binding upon and inure to the benefit of the parties, tier successors and permitted assigns. This Service Agreement sets forth the entire and exclusive agreement between the parties, superseding all prior or contemporaneous representations, proposals, quotes, agreements or understandings concerning the subject matter addressed herein. Except as otherwise set forth herein, no amendment to this Service Agreement will be valid unless in writing and signed by both parties.