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Date : 04-October-2006

Dawn Bostwick
 Nassau County Public Libraries
 P.O. Box 456
 96161 Nassau Place
 Fernandina Beach, FL 32035
 USA
 Account Number: 904-277-7365

Statement of Work

This is a quote for the SIP2 interface for Comprise.

Investment Proposal SIP2 for Comprise

Quantity	Item Description	Unit of Measure	Unit Cost	Extended Cost
1	SIP2 Interface Per Certified Vendor	ea	1,000.00	1,000.00
Total:				\$ 1,000.00

Prices and products presented here are valid for 90 days from the date of this proposal. The information contained herein is proprietary and intended only for the individual named above. To place an order for the above products and/or services, please sign and return this document to: **256-704-7067**.

Estimated 2nd year annual maintenance cost will be \$ 180.00

The order, purchase, and use of the products and/or services listed in this proposal are subject to the attached Terms and Conditions.

I accept this offer and would like to place my order for the products/services outlined in this proposal.

Please reference attached POrder # (if required): _____

Signed: Dawn Bostwick Date: 11/16/06

Print: Dawn S Bostwick

SIRSIDYNIX SALES ORDER TERMS AND CONDITIONS

When you, a Sirsi Corporation d/b/a SirsiDynix ("SirsiDynix") customer, place an order, the following are the terms and conditions ("Terms") under which SirsiDynix agrees to license you the proprietary software, including its upgrades, updates, enhancements and related documentation and materials (collectively referenced herein as "Software"), and/or to sell you the SirsiDynix provided hardware (the "Hardware") and/or to sell you the SirsiDynix provided services (the "Services") which are listed on the SirsiDynix Sales Proposal ("Quote").

1. FEES

A. Orders for the Software, Hardware or Services may be placed and paid for in US dollars by Credit Card (VISA, MasterCard, Discover Card or American Express), or by Purchase Order.

B. As compensation for the Software licensed rights granted in the applicable Software license agreement, Hardware sold and/or Training rendered under these Terms, you agree to pay us the fees, costs, service charges and any other charges set forth in the Quote. ~~You also agree to pay applicable and local taxes, other than those based on SirsiDynix's net income, arising out of this Agreement. Any taxes applicable to the order will be added to your credit card total.~~ If you have tax exempt status, you agree to send us a copy of your tax-exempt certificate. *45 days*

C. We may add an interest charge not exceeding 1 1/2% per month if you do not make payment within *45 days* of the invoice date.

D. The licensed rights provided in the applicable Software license agreement are valid only for one (1) library location unless otherwise listed on the Quote. An additional charge may be applicable to extend the License beyond these limits.

E. Title to the Hardware shall pass to you upon receipt of payment and risk of loss or damage to the Hardware shall pass to you on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to you. We may repossess the Hardware if you do not pay us for it.

2. DELIVERY AND INSTALLATION RESPONSIBILITIES

A. The Software will be delivered based upon the mutually agreed upon schedule upon SirsiDynix's receipt of a valid, and SirsiDynix-acceptable, order. The Hardware will be delivered in accordance with the manufacturers shipping schedule upon SirsiDynix's receipt of a valid and SirsiDynix acceptable order. Orders placed using a credit card will be considered valid and acceptable received upon order placement, subject to credit card validity and limit confirmation.

B. Freight via UPS standard or other similar freight carrier service is included in the Quote price and listed on the Quote for Hardware.

Hardware purchased under these Terms is considered customer installable, unless otherwise stated on the Quote.

C. You must have the prerequisite software, if any is required, loaded on the equipment prior to loading the Software licensed under these Terms. The Software is customer installable with telephone assistance from SirsiDynix during SirsiDynix's Help Desk Service Hours, unless otherwise stated.

3. WARRANTY

A. During the ninety (90)-day period following shipment of the Software, the Software will operate in all material respects in conformity with the applicable user manuals so long as you have incorporated into the Software all releases and corrections to the Software that SirsiDynix has made available to you. SirsiDynix does not warrant uninterrupted or error-free operation of the Software. This Software warranty is contingent upon your proper use and operation of the Software and you not modifying the Software.

B. Third party products may come with a manufacturer's warranty. Such warranties begin on shipment of the third party products from the manufacturer, whether shipment is to SirsiDynix or to you.

C. These warranties are contingent upon your advising us, during our normal business hours, of such Software or Hardware errors in accordance with SirsiDynix's required reporting procedures.

D. EXCEPT AS EXPRESSLY STATED ABOVE, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SOFTWARE AND HARDWARE, WHICH ARISE BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, (I) ANY WARRANTY THAT THE SOFTWARE IS ERROR-FREE; AND (II) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND (III) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY. IN NO EVENT SHALL SIRSIDYNIX BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF REVENUE, LOSS OF PROFIT, LOSS OF DATA OR, CLAIMS AGAINST YOU BY ANY THIRD PARTY, EVEN IF SIRSIDYNIX HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

4. SERVICES

A. When your order is for training, SirsiDynix will provide training for the charges listed in the Quote.

B. Training at a SirsiDynix location may be canceled if fewer than four individuals register. SirsiDynix will provide such cancellation notice at least fourteen (14) days prior to the scheduled training date and liability will be limited to rescheduling the class to a later date. You may cancel your registration in a SirsiDynix located class, in writing, fourteen (14) days or more prior to the scheduled training class without a charge. Cancellations within fourteen (14) days prior to the scheduled training are subject to a fee equal to the cost of the class being cancelled. Trainee substitutions are permitted at any time.

5. CANCELLATION/RETURNS

You will incur restocking fees and other like assessments if you change the types and quantities of items purchased under these Terms after the items have been ordered. Returns of third party products shall be governed by the manufacturer's policies.

6. TERMINATION

Either party may terminate these Terms, upon thirty (30) days written notice, if the other has materially failed to comply with any of these terms and conditions. If you distribute or make any use of the Software not permitted by these Terms, SirsiDynix shall have the right, without affecting any other rights and remedies, to terminate these Terms immediately. Termination does not release you from your obligations for payments due for services rendered, to protect Confidential Information and to return or destroy the Software and other materials.

7. GENERAL PROVISIONS

A. If either Party waives any of these Terms, such waiver will not void, waive or change any other term or condition. If either Party waives a default by the other, this does not constitute a waiver of subsequent or other defaults. If any part of these Terms, for any reason, is declared invalid, it shall be considered omitted. The remainder of these Terms shall continue in effect as if the Terms had been made without the invalid portion.

B. The laws of your State shall be used to interpret these Terms. In the event of a dispute, the Parties shall, where reasonably practicable, seek mutual agreement to submit to mediation. Regardless of form, no action arising out of these Terms may be brought by you more than two (2) years after the cause of action has arisen. In no event shall SirsiDynix be liable for damages in any amount greater than that paid by you for the Software licensed.

C. Any additional or different terms which may be contained in any document furnished by you to SirsiDynix related to this transaction are hereby rejected. SirsiDynix's provision of any product or services shall not be deemed an acceptance of such additional or different terms. These Terms, including the Quote, set forth the full and complete understanding between the parties. This statement of the terms supersedes all other communications between the Parties related to this transaction, including, but not limited to, proposals or prior agreements, oral or written.

Your execution of an order or the attached Quote constitutes your acknowledgment that you have read and agree to the terms and conditions expressed herein.