

Contract Reference Number:

ORDER FORM
Civica North America, Inc

BETWEEN

- (1) **Civica North America, Inc.**, incorporated in the state of Ohio, U.S.A., headquartered at 52 Hillside Court, Englewood, OH (**Civica**); and
- (2) **Brazoria County Library System**, with its primary office at 912 N. Velasco, Angleton, TX (**Customer**).

1. Particulars

- 1.1 Civica has agreed to provide, and the Customer has agreed to take and pay for the Services (as detailed in Clause 4) once this Order Form has been signed.
- 1.2 The contract is for a minimum period of 12 months effective from contract signature (**Start Date**).
- 1.3 Civica's contact details are:

Name	Title	Contact number	email
Troy Dagues	Business Development Manager	617-571-4605	troy.dagues@civica.com
Remittance	Remittance team	937-836-4499	sales@civicaus.com
Support	Support Team	937-836-4499	support@civicaus.com

- 1.4 Customer's contact details are:

Name	Title	Contact number	email
Susan Serrano	Purchasing Director	979-864-1825	SSerrano@brazoriacountytx.gov

- 1.5 The Services under this Order Form shall be subject to the Civica Software Terms and Conditions.

2. Usage Restrictions

- 2.1 The Customer shall access the software via an internet connection of minimum bandwidth of 50mbps.
- 2.2 The customer shall use a modern Internet browser (latest version – 2) such as Google Chrome, Microsoft Edge, Mozilla Firefox, Apple Safari.
- 2.3 The Customer shall access the software on a device with a minimum screen resolution of 1920 x 1080.

3. Charges and Payment

- 3.1 The Customer agrees that it shall pay the Charges to Civica.
- 3.2 Charges

Year 1	\$122,400.00
Year 2	\$30,240.00
Year 3	\$31,752.00
Year 4	\$33,340.00
Year 5	\$35,007.00
Pricing includes software licensing, support, hosting and implementation services for: Spydus ILS – Inclusive of all modules: OPAC, SpydusMobile/GO, Staff Enquiry, Circulation, Circulation Offline, Cataloguing, Acquisitions, Serials, Reports, Maintenance, Archives, Digital Asset Management, ERM, Test Environment, Bookings, Provision of data storage up to 20GB for digital assets. All Charges referred to in this Contract are expressed in US Dollars and are exclusive of taxes which are payable by Customer in accordance with the then current legislation. If the Customer is currently exempt by law from state sales and excise taxes, the Customer is responsible for providing proof of such exemption to Civica. All Charges exclude expenses.	

- 3.3 Usage charges
Not Applicable

- 3.4 Daily charges
Any ad-hoc service days may be provided by Civica, and these Charges will be invoiced in the month they occur. Customer may request additional days of service during the term of this Contract.

3.5 Payment profile

All invoices will be due for payment within 30 days from date of invoice.

Annual Fees	Invoiced on contract signature and annually thereafter
Ad-hoc: usage charges/daily charges/additional services	Invoiced in the month arising or as agreed in a work order

4. Services

The Services include the hosted Software and any other services as detailed in this Order Form. The Software, including any modules, being made available are detailed in the Charges section above.

4.1 Software

Spydus latest version Library Management System, including all core modules being OPAC, Spydus Mobile, Staff Enquiry, Circulation, Circulation Offline, Cataloguing, Acquisitions, Serials Reports, Requests, Maintenance, Archives/Cultural Collections, Digital Assets Management, ERM (Electronic Resources Management), Test Environment, Workflow, Bookings, Home Services, Mobile Library, Microsoft SQL server

4.2 Implementation

The implementation services covered in this Contract are carried out remotely unless specified below and include:

- Setup of cloud environment in the Microsoft Azure Cloud
- Project management
- Configuration workshops
- End user training
- User Acceptance Testing support
- Initial 1 week Hypercare post Go Live on the Software

4.3 Support Services

Support Services shall be provided during Working Hours which are the hours during a Working Day (8:00am – 6:00pm EST Monday through Friday excluding Civica U. S. observed holidays).

All requests for Support Services must be reported to the Civica's Service Desk for resolution.

A given problem will be judged against each of the characteristics to make an overall assessment of which severity level (either critical, high, medium or low) best describes the problem.

Civica's Level 1 support agent and the Customer jointly determine the initial severity rating for the reporting of the problem. Civica's Level 2 and level 3 support personnel may then modify the assigned severity level after the report is passed to them.

The characteristics below do not cover work order requests. Severity levels for work order requests carry a different set of characteristics and weightings. Work order requests are not covered as part of this SLA.

SERVICE LEVEL AGREEMENT (SLA)			
Severity A (Critical)	Severity B (High)	Severity C (Medium)	Severity D (Low)
Functionality is completely blocked or system is not working and the application cannot work at all.	Functionality is not working as expected and any Workaround would be highly inconvenient, however other modules within the application are still working.	Functionality is not working as expected and an acceptable Workaround can be leveraged.	Functionality may not be exact, however, the application and system are still working with accurate results.
Workaround			
There is no work around to the problem immediately available (i.e. the job cannot be performed in any other way).	There is a temporary workaround to the problem (i.e. the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There may or may not be an acceptable workaround to the problem, however, the application and system are still working with accurate results.
Response Time (A technical resource has evaluated the issue and acknowledged with the Customer)			
Within one (1) working hour.	Within four (4) working hours.	Within eight (8) working hours.	Within sixteen (16) working hours.
Resolution Effort			
Continuous resources, up to 8 working hours per Working Day, until resolved.	Target resolution within three (3) Working Days.	Target resolution within thirty (30) calendar days or any other mutually agreed date.	Target resolution within sixty (60) calendar days or any other mutually agreed date.

Hosting services related Support issues are subject to the Microsoft Azure SLA which can be found here:

<https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services?lang=1>

5. Products

- Civica Spydus (ILS)

6. Special Terms

Not Applicable

The Civica Software Terms and Conditions are available at:

<https://www.civica.com/en-gb/policies-and-statements/software-services-terms/>

This Contract, being made of the Civica Software Terms and Conditions and this Order Form, is effective when signed by both parties, if signed on different dates the later of the two dates or the Start Date if sooner.

SIGNED

.....
for and on behalf of **Customer**

.....
for and on behalf of **Civica**

Name :

Name :

Title :

Title :

Date :

Date :