



Innovative Interfaces Incorporated ("Clarivate")
789 E. Eisenhower Parkway
Ann Arbor, MI 48108

Order Form:

By signing this Order Form ("Order") you agree to order the Services and /or license the Products subject to the Agreement described below and you certify that you are authorized to enter into this Agreement on behalf of the Client effective as of the date of the last signature below.

Client: Brazoria County Library	
Authorization by Client:	Authorization by: Innovative Interfaces Incorporated
Signature: _____	Signature: 
Duly Authorized Signature	
Name: _____	Name: Tim McGee
Title: _____	Title: VP, Sales Operations
Date Signed: _____	Date Signed: July 22, 2025

Q-00820027

Services (One Time):

Name	Description	One Time Fee
Polaris Exit Services (Subs Service)	Polaris Exit Services	28,500.00
	Polaris Exit Services	
Total Price: 28,500.00 USD		

- Start Date for new product(s) being purchased will commence following implementation.
- Statement of Work is attached for Services Orders.
- Payment terms are Net 30. If applicable, fees will be co-termed to align your billing to the same term.

Renewal Term:

For annually recurring products it will auto renew for consecutive 12-month terms following the expiration of the overall contract term as set out above ("Initial Term") unless either party provides at least ninety (90) days' notice of non-renewal before the end of the then current term. Annual subscription fees may be increased each calendar year by up to 5%.

Product Terms:

GOVERNING LAW & JURISDICTION State of Delaware

GOVERNING TERMS: The products and services set forth herein are governed by the terms found at <https://clarivate.com/terms-of-business> for:

- The Clarivate Terms;
- The Product/Service Terms for Innovative; and
- If applicable, the Innovative Subscription and Perpetual Software Subscriptions Operational Terms

For the avoidance of doubt, the Terms as expressly detailed in this Order Form will take precedence in the event of a conflict with the Governing Terms.

Additional Information:

Polaris Exit Services

The pricing offered by Clarivate herein expires 30 days from date of issue and based on the assumption that if accepted by Client, contracts will be executed within this 30-day period.

Taxes: Except to the extent that you are tax-exempt as to the tax in question, Client will pay all sales, use and other taxes imposed by any applicable laws and regulations as a result of the payments under this agreement, including but not limited to: Canadian Goods and Services Tax ("GST"), Canadian Harmonized Sales Tax ("HST"), Canadian Provincial Sales Tax ("PST") and/or other transaction tax (Collectively "Excise Tax"). When applicable, these tax amounts will be reflected on invoices to Client.

Legal Notice Information

Client Entity: **Brazoria County Library**

Client Legal Address: 451 N Velasco St Ste 250 Angleton TX United States 77515-4442

Billing Information:

Please review your billing address to ensure its accuracy.

Brazoria County Library

451 N Velasco St Ste 250 Angleton TX United States
77515-4442

Electronic Invoice Recipient(s):

If your subscribing institution requires the use of Purchase Orders, please indicate below.

Purchase Order #: N/A

Billing Information Notes

Invoices will be emailed to the bill to-contact and renewals will be emailed to the ship-to-contact. If your institution is unable to accept electronic invoices, please check this box: ☐

Shipping Information:

Please confirm the shipping address is accurate.

Brazoria County Library

451 N Velasco St Ste 250 Angleton TX United States
77515-4442

Electronic Renewal Recipient(s):

Tax Registration Number #

If tax exempt, please include copy of supporting documentation with signed agreement or email a copy to tax.certificates@clarivate.com

Statement of Work

Client: Brazoria County Library
Quote ID: Q-00820027

A. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and fees to complete the engagement based on Innovative's prior experience with similar projects and preliminary discussions with Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

B. Project Scope of Services

The Scope of the project includes the following set of professional services:

1. *Polaris Exit Services*

- Extraction of core data types:
 - Bibliographic and authority, with item information embedded in MARC21 communication format.
 - Patron information in text delimited format.
- Extraction of circulation transaction files:
 - Checkouts, fines, and holds will be extracted into separate files in text delimited formats.

Full data sets may be extracted twice. A data dictionary will be provided for each file output in a delimited ASCII text format.

C. Innovative Services Team

The Services Team will have the following resources available for this project:

1. Data Analyst - All Data Analysts have extensive Innovative database and application skills as well as in-depth knowledge of the MARC standard.

D. Client Implementation Team

1. Librarian Lead – Works closely with Innovative to ensure requirements are complete and representative of the needs of the Library. The Librarian Lead will coordinate with key members of the team as required.
2. Technical Lead - Will be responsible for assisting with Client responsibilities related to system level duties required by Client.

E. Implementation Assumptions

1. Exit services require full payment before work will commence.
2. Client will provide a technical point of contact who is able to provide, or coordinate access to, necessary information and library resources. This includes information related to collecting and providing any prerequisite information required to support needs that may arise during the project.
3. Client will have adequate resources available to ensure timely completion of any library tasks outlined in the project schedule.

4. Timeline for the completion of this project will be established through joint planning conversations between the client and Innovative during the initial stage of the project.

F. Fees and Payment Terms

Fees for Services delivered under this SOW will be charged on a fixed price basis as set forth in the Order Form, attached herewith, and are made in good faith based on the activities, approach, and assumptions contained within this SOW. Payment terms for this SOW are as set forth in the Agreement. Any additional Change Requests will be performed at a blended rate of \$200 per hour for all resources. Additionally, the Client is responsible for all reasonable out-of-pocket costs and expenses incurred during execution of this SOW. Pricing assumes that deliverables in this Statement of Work are completed within six (6) months or additional Services fees will apply.