SCHEDULE A

MILLENNIUM Software

MILLENNIUM PRICE QUOTATION

College of the Sequoias
INNKeeper Solution for 20 Staff Users (Innovative DBMS)
(Internet access to host hardware in Emeryville, CA)

MILLENNIUM SOFTWARE

WebPAC Pro Online Public Access Catalog

*Unlimited WebPAC Pro User Licenses*
Millennium WebPAC Pro, including design template and staging port
Keyword Search Engine with RightResult™ advanced relevance ranking
Keyword Spell Check capability (*Did you mean... ?*)
Link to enriched content: cover images, reviews, etc. (Content must be separately purchased)

*My Millennium Patron Empowerment, including:*
  - Place holds. Cancel, modify and freeze holds
  - Self-renewal of items
  - Save preferred searches
  - Automatic notification of new material
  - Maintain Reading History (Optional)
  - Patron Ratings of library material

Patron-initiated requesting, including multiple holds with shopping cart
Support and Display of Incoming RSS Feeds
Export Records/Create a Bibliography

Cataloging

*Unlimited Bibliographies, MARC Holdings, Item and Authority Record File Sizes*
Cataloging tools, including:
  - Full-screen edit
  - Heading verification
  - MARC code validation
  - Online MARC manual
  - Diacritic maps
  - User-defined Macros
  - Cut/copy/paste

MARC21 Holdings support
Single and Multi-item creation
Label Printing

Global Update of all record types
Authority Control (Report Heading Changes software)
Automatic Authorities Processing Software
OCLC Interface via the network for all authorized staff users
INNView Database of current LC Authority Files
Management Information and Report Writer*
Create Lists of Records
Statistical Report package
Browser-based Management Reports (OPAC searches, Circ transactions, etc.)

*All Report Writers are provided with a site license and are available from all staff clients to all authorized users

Circulation
Unlimited Item Record File Size and Unlimited Patron Record File Size
Checkout / Checkin / Renewals / Patron Registration / Notices
Sophisticated Holds functionality
Circulation Notices via Email
Millennium Offline Circulation Software (Site License)
Inventory Control
Reserve Book Room
SIP2 server with 1 unit license

Materials Booking

Bursar In / Bursar Out
Provides for an exchange of data between Millennium and third party vendors (e.g. Banner or PeopleSoft)

Acquisitions & Fund Accounting
Unlimited Order Record File Size
Ordering / Receiving / P.O. Printing
Invoice Processing and Fund Accounting
Claiming
Hierarchical Fund Reports
Foreign Currency Conversion
Support for up to 30,000 vendor records
Vendor Statistics
EDIFACT support for Electronic Ordering, Status Reports and Invoicing
Electronic Serials Invoice Processing
Inventory Express Web Services interface

Serials Control
Unlimited MARC Holdings and Checkin Record File Size
Checkin / Claiming / Routing / Binding
Automatic MARC21 holdings update at checkin
SISAC Barcode Checkin
Electronic Claiming of Serial Issues

Web Access Management
Patron authentication and forwarding to support remote access to licensed databases
Controlled access to web resources by patron verification
Permissions determined by patron category
Optional IP proxy
URL checking software
Provides database access statistics

**Media Management**
Supports local and remote storage and access to digital objects
Integrated with bibliographic database or as a separate reference database
Support for multiple file types, such as GIF, TIFF, JPEG, MP3, PPT, DOC, AVI, etc.
Digital objects may be imported, scanned or linked
Full-text indexing of linked documents
Integrated with all Millennium staff modules
Electronic Course Reserve capability

**PathFinder Pro**
Pathfinder Pro provides Smart Linking technology that provides superior search results
Smart Linking allows the library to define the specific rules for the display of links and defines which fields are included in the pre-formatted searches.
Allows libraries to provide links that are appropriate to elements of the record like subject, classification range, author name, etc.
It also allows them to send the appropriate field (such as subject, author, title, etc.) to the appropriate resource.

**WebBridge LR**
Open-URL compliant resolution server
Includes Management Table

**Blackboard Courseware Integration**
Provides an interface between Blackboard and WebPAC Pro

**Circulation Patron Photos**
Provides the ability to attach patron photos to the patron records
Linked photos appear on the screen when a patron is identified

**Database Management System & System-Wide Functionality**
Innovative Database Management System
Full database indexing
Full UNICODE Support
Self-updating staff client software for all licensed staff modules
- User-defined function keys
- Keyboard and mouse equivalents
- User-defined screen colors, fonts

File Transfer Software
Z39.50 Software support for WebPAC Pro and all staff clients, including:
- Client & Server Software
- Broadcast Searching
- MARC record import
- OCLC Holdings update

Enhanced content linking in all staff clients (Content must be separately purchased)
License for 20 simultaneous staff MILLENNIUM users

MONTHLY COST

* $ 6,207/per month

* First payment due one month after initial installation of the System.

3-YEAR PRE-PAY ALLOWANCE

$ 358/month

MONTHLY COST (3 years pre-paid)

$ 5,849/month

SERVICES

PROJECT MANAGEMENT
Manage relationship between library and Innovative during implementation
Develop schedule for major project milestones and migration plan
Provide ongoing project consultation
Prioritize implementation tasks for Innovative and library team members

SOFTWARE SETUP
Setup and configuration of licensed Millennium software

TRAINING
13 Days of on-site training services (Multiple on-site visits)
All travel expenses included

IMPLEMENTATION CONSULTING
Up to 110 hours of consultation services by the Implementation Team for
purposes of implementing the system, including project management, data
profiling, and training support (excluding on-site training and travel to and
from the site)
Monthly reports during the project by the Implementation Team of hours used

DATA LOADING SERVICES
All profiling and record loading services assume data will be provided from
one source, the library's existing EOS system.
Setup of Profile Evaluation Database, consisting of subset of the library’s records
Includes revisions of Evaluation Database during evaluation period
Profiling services for initial Bibliographic, Authority, Item and Patron Records
Load of Bibliographic and Item Records
Load of Authority Records
Load of Patron records
Load of Circulation Checkouts, Holds, and Fine Totals
Load of Acquisitions Order records and Serials holdings records

TRAINING SUPPORT
Telephone and email support answering questions about Millennium functionality
**SERVICES COST**

**OTHER SERVICES**

LSSI Headings and Authority Processing (Pass-through)  **$3,0881**

*Cost for services are due at time of contract signing.

**ANNUAL SERVICES**

*(Cost for annual services are due at time service is enabled.)*

- Research Pro  **$7,500/year**
  
  Federated search engine providing access to multiple resources with a single search
  Simultaneous searching across resources such as full-text databases, electronic journals,
  Internet search engines, locally developed databases, and abstract and indexing services
  Includes support for 30 standard resources (additional resources available on a per resource basis, selected from an Innovative-provided list of resources)
  Results lists are returned to the user in a consistent interface customizable by the library, identified by source, and hyperlinked to hits at the source
  Patron verification is performed for all databases using Web Access Management
  Multi-protocol searching is supported including Z39.50, HTTP, and SQL
  Allows patrons to define a "My Databases" list of preferred databases within their My Millennium account

- Syndetic Solutions Catalog Enrichment Content  **$3,995/year2**

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1 Pricing is based on 65,000 bibliographic records. The Library will be responsible for the actual amount charged by the vendor.

2 Syndetic Solutions pricing is based on 92,000 items. The Library will be responsible for the actual amount charged by the vendor.
THis LEASE AGREEMENT is made this __th day of ___, 2007

BY AND BETWEEN

INNOVATIVE INTERFACES, INC., an Equal Opportunity Employer, M/F, H/V company, incorporated under the laws of the State of California, (hereinafter referred to as "Innovative")

and

COLLEGE OF THE SEQUOIAS, (hereinafter referred to as the "Library")

WITNESSETH:

WHEREAS the Library wishes to lease the use of computer software to improve the operation of the Library particularly in relation to the catalog function; and,

WHEREAS Innovative has represented and does hereby represent to the Library, subject to the terms and conditions hereof, that the computer equipment and related software to be leased to the Library pursuant hereto will satisfy the requirements of the Library as set forth hereunder;

NOW THEREFORE in consideration of the premises, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1.00 INTERPRETATION

Where used in this Agreement, unless the context otherwise requires, the following words and phrases have the respective meanings set forth below:

1.01 "Agreement," "this Agreement," "herein," "hereunder" and similar expressions refer to this Agreement and the Schedules annexed hereto and referred to herein, all as amended from time to time, and the expression "Section" followed by a number means and refers to the specified section of this Agreement:

1.02 "MILLENIUM", "System" or "Software" refers to the software developed by Innovative for use in a library environment, including all software specified in Schedule A.

1.03 "Lease Price" means the dollar amount as set out in Schedule B, excluding applicable taxes.

1.04 "Central Site Hardware" refers to the actual hardware housed, owned and maintained by Innovative, and which is the platform to run the MILLENIUM Software set forth in Schedule A of this Lease.

2.00 SUPPLY OF SYSTEM

2.01 In consideration of the payment of the Lease Price and subject to all the terms and conditions hereof, Innovative shall:

(a) supply to the Library under license the Software referred to in Section 3.00; and

(b) provide access to the Library the materials and documentation referred to in Section 4.00.

(c) supply training as set out on Schedule A and C.

2.02 Subject to the other terms and conditions hereof, the Software will be installed and will become operational in accordance with the implementation timetable set forth in Schedule C.
3.00 SOFTWARE

3.01 Innovative will supply to the Library the MILLENNIUM Software needed for proper System operation.

3.02 Innovative shall retain ownership of the Software and all modifications thereto. Each licensed Software product, and all reproductions, corrections, modifications, enhancements and improvements thereof, provided by Innovative to the Library, are the exclusive and proprietary property of Innovative. Title and full ownership rights in all licensed Software products and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and Innovative's intellectual property are reserved to and shall remain proprietary to Innovative. The Library shall not remove or destroy any copyright, trade secret, proprietary or confidential legends or markings placed upon or contained or embedded within any licensed Software products and related materials.

3.03 Innovative hereby grants to the Library a non-transferable non-exclusive license to use a single copy of the Software.

3.04 The Library agrees to keep confidential all material and documentation relating to the Software and any modification thereto. The Library will not make available or distribute any program code or description associated with the System in any form whatsoever to third parties without the prior written approval of Innovative.

3.05 The Library will retain ownership of the Library-supplied data to be loaded onto the System. When this Agreement terminates for any reason, the Library-supplied data will be returned to the Library.

4.00 DOCUMENTATION

4.01 Within two weeks of the signing of the Agreement, Innovative will provide access, at no additional cost to the Library, to all standard materials published by and then available for use by purchasers of MILLENNIUM Systems including web-based user manuals, and other relevant materials and documentation.

4.02 All materials, documents and other information, including this Agreement and the Schedules annexed thereto, provided by Innovative to the Library pursuant to Section 4.01 shall be and remain confidential in the possession of the Library and the Library shall not copy or disclose any of such confidential materials, documents or other information to any third party whatsoever without the prior written permission of Innovative.

5.00 SUPPLIES

5.01 The Library is responsible for the acquisition at its own expense of all supplies to be used in the day-to-day operation of the System including, without limitation, paper, magnetic tape, ribbons for printers and forms.

6.00 SPECIAL DECLARATIONS

6.01 Innovative represents and warrants that the Software will contribute to the System the qualities and functions described in Schedule D.

6.02 The Library will supply Innovative with a tax exemption number or pay any and all State and Local taxes with respect to the acquisition by it of the System or any part thereof. If the Library
becomes non-exempt at any time and such taxes become applicable, the Library agrees to indemnify Innovative with respect to any liability or expense incurred by Innovative in respect thereof.

6.03 Innovative represents and warrants that it has the full right to offer to the Library the Software and that the Library shall have license and good right to use the same free from any lien, claims, charges or encumbrances, so long as the Library shall maintain the lease payments as set forth in Schedule B hereof, and that such rights shall not survive the expiration hereof. Further, the Library shall have no right to sub-license or assign its rights in respect of the Software or any part thereof.

6.04 Neither party shall divulge or disclose to any third parties any information concerning the affairs of the other party which come to the knowledge of such party as a result or in performance of this Agreement of the other party unless such information becomes publicly available through no fault of Innovative or the Library.

6.05 Neither Innovative nor the Library shall be liable to the other for loss, damage, or delay in the work caused by war, riot, the act or order of any competent civil or military authority, strikes, unauthorized work stoppage or by rain, fire, flood, act of God or by any cause which is unavoidable and beyond its reasonable control. In addition, Innovative is not liable for loss or damage suffered by the Library or any third party not caused by the employees, agents or equipment of Innovative.

6.06 INNOVATIVE IS NOT LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER CAUSED.

7.00 TRAINING

7.01 Innovative will provide staff for complete on-site training of Library personnel as set out in Schedule A.

8.00 ACCEPTANCE

8.01 The testing of the System shall be completed jointly by Innovative and the Library to the mutual satisfaction of the parties.

8.02 Operational Testing

Upon completion of the initial Software installation on the System, the System is considered for use and for operational testing. It is understood that the operational testing will be use of the System in actual operation. Innovative agrees to correct problems found in the course of this operational testing.

8.03 The testing by the Library required by Section 8.02 shall continue for a period not to exceed 90 days from date of completion of initial installation. Unless the Library provides Innovative, in writing, with any claim that the System does not meet performance specifications on or before expiration of said 90 days, it will be conclusively presumed that the System has met all performance specifications. In no case shall testing extend beyond one year from contract signing.

8.04 Innovative will provide to the Library, its representatives and consultants, such documentation and assistance as may reasonably be required by the Library in connection with the aforesaid acceptance tests.
9.00 PAYMENT AND LICENSE

9.01 The Lease Price for the System and all rights and benefits herein contained shall be payable in the lawful money of the United States at the times and in the amounts set forth in Schedule B.

9.02 If the Implementation Schedule is delayed at the Library's request, payments shall be due as outlined under the terms and conditions set forth in Schedule B.

10.00 WARRANTIES

10.01 Innovative represents and warrants to the Library that:

(i) The Software and all other items supplied to the Library under the provisions of this Lease Agreement shall be and shall remain free from any and all defects and will conform to all stated specifications, provided that the Software is used in accordance with Innovative's operating procedure and is not abused or misused;

(ii) As of the date upon which the Software license is granted to the Library, the Software may be used by the Library, and no person, firm or corporation shall have any interest therein other than Innovative and the Library pursuant to this Agreement.

10.02 The representations and warranties by Innovative as provided for Section 10.01 (i) shall continue in full force and effect for a period of 30 days following initial installation of the System but the expiration of such period shall not affect the rights of the Library hereunder in respect of any claim of which Innovative has then received written notice from the Library under the provisions hereof.

10.03 If without the approval of Innovative, the Library shall exceed the System specifications as set forth in Schedule A then Innovative shall be relieved from any responsibility for a breach of warranty under clause (i) of Section 10.01 and any other performance guarantees set forth in this agreement.

10.04 Except as specifically set forth in this Agreement, it is expressly agreed there is no warranty of merchantability or fitness for a particular purpose, except for library related applications, expressed or implied, by Innovative with reference to the Software which extends beyond the warranties set forth herein.

11.00 TERMINATION

11.01 If, prior to payment by the Library of the Lease Price in full, the Library defaults in payment of any sum due hereunder or otherwise fails to fulfill its obligations under this Agreement beyond 60 days after receipt by the Library of written notice from Innovative of such default, then Innovative shall have the immediate right to terminate this Agreement and revoke the software license by notice to the Library and to immediately cease and refrain from providing support and access to the System. The Library's obligation to pay all charges which shall have accrued shall survive any such termination of this Agreement by Innovative and such revocation of the Software license shall be without waiver of any other remedies Innovative may have at law or in equity.

11.02 (i) If Innovative does not fulfill its obligations to deliver, install and test the Software in accordance with the dates specified in Schedule C, or

(ii) If the System when installed does not meet the specifications set forth in Schedule D, or

(iii) If Innovative is in default in respect of any covenant, representation, warranty and/or agreement provided herein, or
then the same shall constitute an event of default by Innovative hereunder, and upon the happening of any of the aforesaid events, the Library may upon 60 days notice to Innovative specifying Innovative's default terminate this Agreement and such termination shall be without prejudice to any right the Library may have to damages at law or in equity; provided that if Innovative or any of its Sureties, Guarantors or Indemnitors remedies such default within the said 60 days period, this Agreement shall remain in full force and effect.

12.00 GENERAL PROVISIONS

12.01 No party to this Agreement shall have the right to assign its rights or obligations under this agreement except with the written consent of the other party hereto, which consent will not unreasonably be withheld.

12.02 There are no understandings, agreements or representations, express or implied, between the parties hereto not specified or embodied herein. Any prior commitments, written or oral, made by either party to this Agreement are superseded by this Agreement.

12.03 This Agreement shall not be modified, amended, rescinded, cancelled or waived in whole or in part, except by written instrument signed by the parties hereto and no waiver of any of the provisions of this Agreement shall constitute a waiver of any of the other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless expressly so provided therein.

12.04 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12.05 In the event that a claim or cause of action arises out of the interpretation, performance, or breach of this contract, the prevailing party shall be entitled to a reasonable attorney's fee in addition to costs of suit. Venue for any action hereunder shall be in the county of Alameda, State of California.

12.06 This Agreement is not to be distributed by any party hereto to any third party without the written approval of the other party hereto.

12.07 All notices to be given to or received by the parties hereto shall be in writing and shall be delivered by messenger or mailed by prepaid registered or certified first class mail, with return receipt requested, to any such party at its address which:
in the case of Innovative shall be:

Innovative Interfaces, Inc.
5850 Shellmound Way
Emeryville, CA 94608
Attention: President

and in the case of the Library shall be:

College of the Sequoias
915 S. Mooney Blvd
Visalia, CA 93277
Attention: Director

Any party may by notice change its address for the purposes hereof. Any such notice shall be deemed to have been given, if delivered by messenger, on the date of its actual receipt, or, if delivered by mail, upon the date that it shall have been properly deposited in the mail.

12.08 Save as otherwise expressly provided, this Lease Agreement shall endure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.

12.09 This Agreement is made and becomes effective only when executed by a duly authorized officer of Innovative at Emeryville, California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

THE LIBRARY

By __________________________

Name: ________________________

Title: _________________________

Date: _________________________

INNOVATIVE INTERFACES, INC.

By __________________________

Name: Gerald M. Kline

Title: President/CEO

Date: _________________________