

Integrated System of
Library Information and Communications Services
for the
<Customer Name>

THIS AGREEMENT is between Auto-Graphics, Inc., with a place of business at 3201 Temple Avenue, Suite 100, Pomona, California 91768, hereinafter referred to as A-G, and <Customer Name>, hereinafter referred to as <CUSTOMER INITIALS>.

1. **SCOPE OF AGREEMENT.** This Agreement specifies the terms and conditions by which <CUSTOMER INITIALS> will procure equipment, software, and services from A-G, including but not limited to A-Gent. Such equipment, software and services shall conform to <CUSTOMER INITIALS>'s Request dated <request date>, A-G's Proposal dated <proposal date(s)>, which documents are incorporated herein by reference.
2. **TERM OF AGREEMENT.** Term of Agreement shall be from the date of signing by the parties through <CONTRACT END DATE>. The term of the contract is five (5) years, but charges will be invoiced on an annual basis, based on the <Customer Name> fiscal year (July 1st through June 30th). Thereafter, this Agreement shall renew annually (a twelve-month period) unless terminated upon ninety (90) days' written notice to the other party prior to the end of the initial term or any renewal term.
3. **ENTIRE AGREEMENT/PRECEDENCE.** The Agreement documents consist of this Agreement and its Attachments, Exhibits, A-G's Proposals, and <CUSTOMER INITIALS>'s Request, which make up the entire Agreement. In the event of a conflict between the Agreement documents, the following order of precedence shall apply:
 - a. This Agreement including Attachments.
Within the Attachments, the following order of precedence shall apply:
 - 1)
 - 2)
 - 3)
 - b. Any working papers related to 1) through 3) above.
4. **VALIDITY.** The invalidity in whole or in part of any provision of this Agreement shall not void or affect validity of any other provision of this Agreement.
5. **NOTICE.** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery into the United States mail if delivery is by postage paid registered or certified return receipt requested mail; or (3) confirmed receipt of telefacsimile transmission. Each such

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notice shall be sent to the respective party at the address indicated below or to any other address as the respective party may designate from time to time.

For A-G: Name: Auto-Graphics, Inc.
 Attn: Roxanne Lyons-Wolden
 Manager, Contracts Administration
 Address: 3201 Temple Avenue
 Suite 100
 Pomona, California 91768
 Telephone: 800-776-6939, ext. 1506
 FAX: 909-595-3506
 Email: rll@auto-graphics.com

For <CUSTOMER INITIALS>: Name: <Customer Name>
 Attn: _____
 Address: _____

 Telephone: _____

 FAX: _____
 Email: _____

7. TERMINATION. This Agreement may be terminated by <CUSTOMER INITIALS> or A-G upon thirty (30) days' written notice from the aggrieved party to the party in default after occurrence of any of the following events:
- a. If either <CUSTOMER INITIALS> or A-G shall voluntarily or involuntarily go into liquidation or bankruptcy, or have a receiver or trustee appointed to administer either its property or affairs, which proceeding is not discharged within sixty (60) days, or if either one makes a general assignment of its property for the benefit of creditors; or
 - b. If either <CUSTOMER INITIALS> or A-G shall commit a material breach of this Agreement and shall not cure the breach within thirty (30) days after receipt of notice in writing from the other specifying the violation.



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8. TAXES. <CUSTOMER INITIALS> shall pay any sales, use, and personal property taxes arising out of this Agreement. Taxes are to be added to the invoice.
9. LIMITATION OF LIABILITY. In no event shall A-G be liable to <CUSTOMER INITIALS> for any loss of profits, indirect, incidental, consequential, or special damages arising out of the breach of any provision of this Agreement.
10. PROPERTY RIGHTS. <CUSTOMER INITIALS> acknowledges and agrees that:
 - a. the equipment, software, procedures, methods, manuals, guides and other material supplied or to be supplied by A-G are subject to the proprietary rights of A-G;
 - b. <CUSTOMER INITIALS> does not acquire any property rights, whether by way of license, patent, trademark, copyright, or of any other nature whatsoever, in any equipment, software, procedures, methods, guides and other materials employed or supplied by A-G, or in or with respect to any of the services furnished by A-G under the terms hereof.
11. APPLICABLE LAWS. This Agreement shall be governed, interpreted, construed and as having been executed under and in accordance with the laws of <Customer's County> in the State of <Customer's State>. In any and all circumstances regarding this provision, the venue for any and all matters shall be within and according to <Customer's County> in the State of <Customer's State>.
12. ARBITRATION. Except for actions to protect proprietary rights under sections 2, 3, 4, or 5 above, any controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort or statute, shall be settled, at the request of either party, by arbitration conducted in Los Angeles, California or such other location upon which the parties may mutually agree, before and in accordance with the then existing Rules of Commercial Arbitration of the American Arbitration Association ("AAA"), and judgment upon any award rendered by the arbitrator may be entered by any State or Federal court having jurisdiction thereof. The designation of a governing law for this agreement or the arbitration shall not be deemed an election to preclude application of the Federal Arbitration Act, if it would be applicable. The sole arbitrator, who shall be selected in accordance with the procedures of the AAA, shall be a retired or former judge of any Federal court appointed under Article III of the United States Constitution who presided in a court located in the State in which the arbitration is conducted, or a retired or former judge of a trial court of general jurisdiction or a higher court of the State in which the arbitration is conducted.
13. EQUITABLE RELIEF. <CUSTOMER INITIALS> acknowledges and agrees that due to the unique nature of Auto-Graphics' Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow <CUSTOMER INITIALS> or third parties to unfairly compete with Auto-Graphics' resulting in irreparable harm to Auto-Graphics' and, therefore, that upon any such breach or threat thereof, Auto-Graphics' shall be entitled to injunctions and other appropriate equitable relief, in addition to whatever remedies it may have at law.

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14. **WAIVER.** The waiver by either party of a breach of this Agreement or any right hereunder shall not constitute a waiver of any subsequent breach of this Agreement; nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
15. **FORCE MAJEURE.** The failure of either party to temporarily perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, insurrections, fires, floods, governmental restrictions, power failures, damage or destruction of any network facilities or servers, or software or hardware errors, shall not be deemed a breach of this Agreement.
16. **SEVERABILITY.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of this Agreement; in such circumstances, this Agreement shall be construed as if such objectionable material had not been included unless the deletion of same would result in material deviation from the terms of agreement contemplated by the parties.
17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto related to the subject matter hereof, and any and all written or oral agreements, except for any Nondisclosure Agreements, are expressly cancelled. Any modifications of this Agreement must be in writing and signed by both parties hereto. The terms of this Agreement shall supersede the terms of any purchase order submitted by <CUSTOMER INITIALS> in connection with this Agreement.
18. **SURVIVABILITY.** Sections 9 through 18 are considered to survive post the conclusion of this Agreement for any and all reasons.
19. **NEWS AND INFORMATION RELEASE.** A-G agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or effort under this Agreement, without first obtaining review and approval of said news releases from <CUSTOMER INITIALS>.

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This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party thereto.

IN WITNESS WHEREOF, the undersigned parties thereunto duly authorized have executed this Agreement as of <Agreement Date> in Pomona, California.

FOR: AUTO-GRAPHICS, INC.

FOR: <CUSTOMER NAME>

(Authorized Signature)

(Authorized Signature)

Albert Flores

(Printed Name)

(Printed Name)

Vice President, Sales

(Title)

(Title)

(Date)

(Date)

Software as a Service Agreement

This Software as a Service Agreement ("Agreement") is made by and between:

Auto-Graphics, Inc., a United States Corporation, with its principal place of business at 3201 Temple Avenue, Suite 100, Pomona, California 91768-3279 ("Auto-Graphics") and the <Customer Name>, the party identified in the Master Agreement as the "<CUSTOMER INITIALS>".

Auto-Graphics owns copyrights and other rights to the software products identified in the Master Agreement and associated documentation provided by Auto-Graphics under this Agreement (collectively, the "Software"). <CUSTOMER INITIALS> desires to have the ability to obtain a license to use such Software through an Auto-Graphics computer acting as an application server for purposes of access and use over the Internet. Auto-Graphics is willing to grant such services to <CUSTOMER INITIALS> on the terms and conditions set forth below. In consideration of the foregoing, the parties agree as follows:

1. Software as a Service (SaaS). Subject to the terms of this Agreement, Auto-Graphics grants to <CUSTOMER INITIALS> to use the software services, or to access the software services on Auto-Graphics' application server with supported browsers through the internet, as specified in the Master Agreement in the United States in accordance with the documentation supplied by Auto-Graphics. Any copies of the Software made in violation of this Agreement or use of the software services by more than the number of Authorized Users shall be deemed copyright infringement.
2. Confidentiality.
 - a. Each party (the "Receiving Party") acknowledges that, during the term of this Agreement, it may receive from or on behalf of the other party (the "Disclosing Party"), information relating to the Disclosing Party ("Proprietary Information"). Such Proprietary Information shall belong solely to the Disclosing Party and includes, but is not limited to, this Agreement, trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs, ideas, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, software documents, and other technical, business, product, marketing and financial information, plans and data. The Software shall be deemed Auto-Graphics' Proprietary Information.
 - b. During and after the term of this Agreement, the Receiving Party shall:
 - i. not use (except as expressly authorized by this Agreement) or disclose Proprietary Information without the prior written consent of the Disclosing Party;

Exhibit A

- ii. take all reasonable measures to maintain the Proprietary Information in confidence; and
 - iii. disclose Proprietary Information only to those of its employees and consultants as are necessary for the use expressly licensed hereunder, and to the extent that such employees and contractors have an obligation in writing to the Receiving Party to be bound by obligations of confidentiality equivalent to those contained in this Agreement.
- c. Proprietary Information shall not include information that:
- i. becomes public without breach of this Agreement by the Receiving Party, its officers, directors, employees or agents;
 - ii. was previously in the Receiving Party's possession (in written or other recorded form) with no obligation to maintain confidentiality;
 - iii. was received by from a third party not under any obligation of confidentiality to the Disclosing Party; or
 - iv. was developed by the Receiving Party's employees, agents, contractors, and/or representatives independently of, and without reference to, any Proprietary Information.
3. Derivative Works. The rights granted by Auto-Graphics to <CUSTOMER INITIALS> hereunder do not include the right to develop derivative or related works to the Software. Notwithstanding the foregoing, to the extent that <CUSTOMER INITIALS> develops any work of authorship, or invention derived from or directly relating to the Software in the course of performance under this Agreement ("Work Product") <CUSTOMER INITIALS> hereby assigns to Auto-Graphics such Work Product and any rights, with respect thereto. To the extent that any rights in any Work Product are not assigned to Auto-Graphics hereunder: (i) <CUSTOMER INITIALS> grants to Auto-Graphics a world-wide permanent, irrevocable, royalty-free, unlimited, fully paid-up license to such Work Product; (ii) <CUSTOMER INITIALS> agrees not to assert, file or otherwise raise any claim or action against Auto-Graphics for the infringement of any rights of <CUSTOMER INITIALS> in such Work Product; and (iii) <CUSTOMER INITIALS> shall treat such Work Product as Proprietary Information of Auto-Graphics and not disclose or grant any rights in such Work Product to any third party. Notwithstanding anything to the contrary in this Section 5, the provisions of this Section 5 shall not extend to any reports created or rules established by <CUSTOMER INITIALS> in using the Software.
4. Limited Warranty and Disclaimer.

WARRANTY DISCLAIMER: EXCEPT AS EXPRESSLY STATED HEREIN, THE SOFTWARE SERVICE(S) IS/ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. CUSTOMER BEARS ALL RISK RELATING TO QUALITY AND PERFORMANCE OF THE SOFTWARE. The performance of the software services varies

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with various equipment with which it is used. Auto-Graphics does not warrant that the software services or the functions contained in the software services will meet <CUSTOMER INITIALS>'s requirements, operate without interruption or be error free. <CUSTOMER INITIALS>'s exclusive remedy for breach by Auto-Graphics of its limited warranty set forth above shall be replacement of any defective Software or medium upon its return to Auto-Graphics within the warranty period, or if Auto-Graphics, in its sole discretion, is unable to provide a replacement which is free of defect, refund of the service fee paid by <CUSTOMER INITIALS>.

5. Nonassignability. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by <CUSTOMER INITIALS>, and any such attempted assignment or transfer shall be void and without effect.