

**ADDENDUM TO
AGREEMENT**

This **ADDENDUM** (hereinafter referred to as the “Addendum”) is made and entered into as of date of the last signature of the parties hereto (the “*Effective Date*”), by and between **INNOVATIVE INTERFACES INCORPORATED**, a California corporation having its principal place of business at 3133 W. Frye Road, Suite 400, Chandler, AZ 85226 (hereinafter referred to as “*Innovative*”), and **FAUQUIER COUNTY PUBLIC LIBRARY** (hereinafter referred to as “*Client*” and collectively referred to as “*the Parties*”).

WHEREAS, Client and Innovative are parties to the Subscription License Agreement effective as of November 1, 2018 (the “*Agreement*”) and

WHEREAS, the Parties desire to amend the Agreement as set forth in this Addendum; and

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the parties hereby agree as follows.

- 1. Exhibit A – Pricing Exhibit.** Effective as of July 1, 2022, Exhibit A – “Pricing Exhibit” of the Agreement is hereby deleted in its entirety and replaced by Exhibit A of this Addendum.

Except as otherwise amended hereby, the other provisions of the Agreement will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Addendum and the Agreement, the terms of this Addendum will control.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Addendum.

FAUQUIER COUNTY PUBLIC LIBRARY

Signature: Charles Ward

Print Name: Charles Ward

Title: Procurement Manager

Date: 9.27.2022

**INNOVATIVE INTERFACES
INCORPORATED**

Signature: Thomas L. Jacobson

Print Name: Thomas L. Jacobson

Title: VP, Executive Library Advocate & Strategist

Date: Sep 28, 2022

Exhibit A

Pricing Exhibit

1. **Fees.** All Fees must be paid to Innovative within 30 days following receipt of the invoice.
2. **Term.** Subject to the early termination provisions set forth in the GTCs, this Agreement will be effective for an initial term commencing the Agreement Effective Date through June 30, 2022, and thereafter for a period of five (5) years through June 30, 2027 (the "Initial Term"). This Agreement will be automatically renewed for additional one (1) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless either party gives the other not less than ninety (90) days' prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term. Subscription fees for the period July 1, 2022, through June 30, 2027, are those as set out hereunder, which, for the avoidance of doubt, include an annual increment of 3% over the previous year. If renewed and commencing July 1, 2027 and thereafter, Innovative will have the right to increase rates hereunder by a maximum percentage equivalent to 5% over the previous year.
3. **Annual Subscription Term.** Client's annual Software subscription term is July 1 through June 30 (the "**Annual Subscription Term**"). If applicable, Innovative will prorate the subscription of the products hereunder, and any additional products subsequently licensed under the Agreement, to run coterminous with the Annual Subscription Term.

[APPROVED SOFTWARE SUBSCRIPTION QUOTE FOLLOWS THIS PAGE]



Part of **Clarivate**

Innovative Interfaces Incorporated
 3133 W. Frye Rd.
 Suite 400
 Chandler AZ 85226
 United States

Bill To
 Fauquier County Public Library
 11 Winchester St.
 Warrenton VA 20186
 United States

Ship To
 Fauquier County Public Library
 11 Winchester St.
 Warrenton VA 20186
 United States

Pricing Exhibit

Page 1 of 2

Date	9/21/2022
Quote #	EST-INC15439
Payment Terms	Net 30
Overall Contract Term (Months)	60
Contract Start Date	7/1/2022
Contract End Date	6/30/2027
Sales Rep	CR Manager
Site Code	fauqp
Expires	12/20/2022

Currency
 US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Discounted ...	Amount
Sierra Success Bundle - Public	License - Term	1	Sierra Public Success Bundle Sierra is an integrated library system solution to manage physical and digital resources and library patron accounts. Combines library operational workflows with open architecture and APIs for integration with external systems. Supports staff tasks, including a Web-based interface, and patron access services. Public Success Bundle includes Core Bundle functionality and adds: Discovery (Encore); Homebound; Mobile Worklists & Mobile Patron App (MyLibrary!); Analytics (Decision Center); up to 10 SIP2 licenses; Support for PCI-compliant e-Commerce; ERM; Classic & RESTful APIs.		38,651.71		38,651.71
Sierra Cloud Hosting Success/Premium	License - Term	1	With Innovative Cloud Hosted Services, Innovative takes full responsibility for all the software, hardware, and network services in our hybrid cloud data centers to ensure the applications are available and performing optimally for your use. Not only is configuration and maintenance included, but also proactive performance and security monitoring and around-the-clock tuning come standard. Innovative leverages various AWS (Amazon Web Service) Cloud services to provide resiliency and high availability across layers of hosting architecture		14,819.26		14,819.26
Staff User Licenses	License - Term	36	License for additional Staff User License. A separate staff user license is required for each concurrent connection made from a staff client to the Sierra ILS server, including via alternative staff interfaces including Decision Center & Mobile Worklists.		0		0.00
SISAC Checkin	License - Term	1	SISAC Checkin			0.00	0.00
Sierra Homebound Patron / Remote	License - Term	1	Homebound / Remote Patron capabilities enable the library to			0.00	0.00



Part of **Clarivate**

Pricing Exhibit

Page 2 of 2

Date
Quote #

9/21/2022
EST-INC15439

Innovative Interfaces Incorporated
3133 W. Frye Rd.
Suite 400
Chandler AZ 85226
United States

Item	Item Category	Qty	Description	Options	Original Rate	Discounted ...	Amount
Patron			manage selection, delivery, and usage of library materials for all types of home-service and institutional patrons.				
Telephone Renewal System	License - Term	1	Telephone Renewal System Year 1 of 5 Year 2 - \$55,075.10 Year 3 - \$56,727.36 Year 4 - \$58,429.18 Year 5 - \$60,182.05			0.00	0.00

Total Fees US\$53,470.97

**ADDENDUM TO
AGREEMENT**

This **ADDENDUM** (hereinafter referred to as the “Addendum”) is made and entered into as of date of the last signature of the parties hereto (the “*Effective Date*”), by and between **INNOVATIVE INTERFACES INCORPORATED**, a California corporation having its principal place of business at 3133 W. Frye Road, Suite 400, Chandler, AZ 85226 (hereinafter referred to as “*Innovative*”), and **FAUQUIER COUNTY PUBLIC LIBRARY** (hereinafter referred to as “*Client*” and collectively referred to as “*the Parties*”).

WHEREAS, Client and Innovative are parties to the Software-as-a-Service Subscription Agreement effective as of April 21, 2021 (the “*SaaS Agreement*”) and

WHEREAS, the Parties desire to amend the SaaS Agreement as set forth in this Addendum; and

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the parties hereby agree as follows.

1. **Exhibit A – Pricing Exhibit.** Effective as of July 1, 2022, Exhibit A – “Pricing Exhibit” of the SaaS Agreement is hereby deleted in its entirety and replaced by Exhibit A of this Addendum.
2. **Initial Term.** The Initial Term as identified on page 1 of the SaaS Agreement is hereby amended to include the period July 1, 2022, through June 30, 2027.
3. **Fees; Expenses; Payment Terms.** The annual increment of 5% as detailed in Clause 4.a. on page 6 of the SaaS Agreement is hereby amended to include the subscription fees as detailed in Exhibit A of this Addendum covering the period July 1, 2022, through June 30, 2027, which, for the avoidance of doubt, include an annual increment of 3% over the previous year. Thereafter, the renewal and annual increment provisions as detailed in the SaaS agreement will apply.
4. **Term; Termination.** Clause 9.a. Term on page 9 of the SaaS Agreement is hereby amended to read:

“

 - a. **Term.** Subject to the early termination provisions set forth below, this Agreement will be effective for an initial term commencing the Go-Live Date through June 30, 2022, and thereafter for a period of five (5) years through June 30, 2027 (the “Initial Term”). This Agreement will be automatically renewed for additional one (1) year terms (each, a “Renewal Term” and, together with the Initial Term, the “Term”), unless either party gives the other not less than ninety (90) days’ prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term.

”
5. **Annual Subscription Term.** Client’s annual Software subscription term is July 1 through June 30 (the “*Annual Subscription Term*”). If applicable, Innovative will prorate the subscription of the products hereunder, and any additional products subsequently provided to Client under the SaaS Agreement, to run coterminous with the Annual Subscription Term.

6. **Mobile App Addendum.** Effective as of July 1, 2022, the Subscription License Addendum executed between the Parties effective as of September 16, 2021, under which Client licensed the software product 'Innovative Mobile App-Sierra' is hereby deleted in its entirety and the products identified therein and now products provided to Client under the SaaS Agreement as detailed in Exhibit A hereto.

Except as otherwise amended hereby, the other provisions of the SaaS Agreement will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Addendum and the SaaS Agreement, the terms of this Addendum will control.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Addendum.

FAUQUIER COUNTY PUNLIC LIBRARY

Signature: Charles Ward

Print Name: Charles Ward

Title: Procurement Manager

Date: 9.27.2022

**INNOVATIVE INTERFACES
INCORPORATED**

Signature: 

Print Name: Thomas L. Jacobson

Title: VP, Executive Library Advocate & Strategist

Date: Sep 28, 2022

Exhibit A

[APPROVED APPLICATION SERVICES QUOTE FOLLOWS THIS PAGE]



Part of **Clarivate**

Innovative Interfaces Incorporated
 3133 W. Frye Rd.
 Suite 400
 Chandler AZ 85226
 United States

Pricing Exhibit

Page 1 of 2

Date 9/21/2022
Quote # EST-INC15440

Payment Terms Net 30
Overall Contract Term (Months) 60
Contract Start Date 7/1/2022
Contract End Date 6/30/2027
Sales Rep CR Manager
Site Code fauqp
Expires 12/20/2022

Bill To
 Fauquier County Public Library
 11 Winchester St.
 Warrenton VA 20186
 United States

Ship To
 Fauquier County Public Library
 11 Winchester St.
 Warrenton VA 20186
 United States

Currency
 US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Discounted ...	Amount
Vega Discovery	SaaS	1	Advanced discovery offering for patrons to uncover content and explore new titles and resources. Key capabilities include interconnected search, context engine (linked data model), roll-ups, showcases, special pages and accessibility. Syndetics Unbound subscription included.			13,285.97	13,285.97
Vega High Circulation Fee	SaaS	1	Vega High Circulation Fee			0.00	0.00
Vega Connect LX Starter	SaaS	1	Vega Connect extends the ILS capabilities and creates a bridge from your ILS to Vega, Innovative's new and modern suite of library experience solutions. It includes a foundational set of engagement capabilities via email, including notices & starter set of service journeys.			0.00	0.00
Innovative Mobile App - Sierra	SaaS	1	Innovative Mobile is a mobile library application designed to extend the walls of your library through advanced capabilities such as discovery, patron account access, and "Click and Collect" which allows patrons to reserve items and then be notified when it's time to pick up.			8,500.00	8,500.00
Barcodes Annual Subscription	SaaS	3	Self-Check with barcode. Includes an installation (free) of an additional SIP2 license, along with delivery of a Bluetooth beacon. This is a per-location fee. Year 1 of 5 Year 2 - \$22,535.97 Year 3 - \$23,212.05 Year 4 - \$24,625.67 Year 5 - \$25,364.45			250.00	750.00

FY24 - FY25



Part of **Clarivate**

Innovative Interfaces Incorporated
3133 W. Frye Rd.
Suite 400
Chandler AZ 85226
United States

Pricing Exhibit

Page 2 of 2

Date
Quote #

9/21/2022
EST-INC15440

Item	Item Category	Qty	Description	Options	Original Rate	Discounted ...	Amount

Total Fees US\$22,535.97