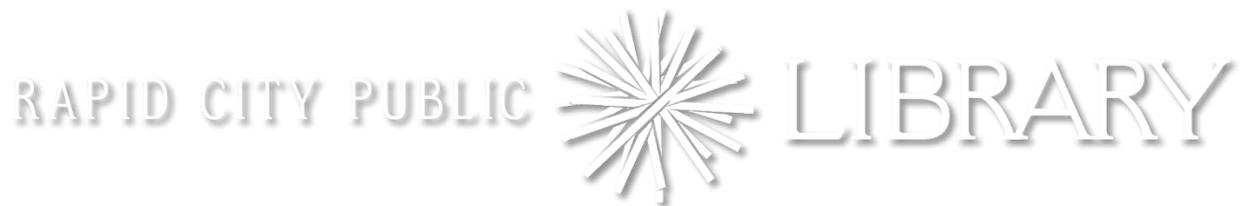




Patron Point™
Subscription Agreement

Presented to:



Sept. 1st 2021

This Subscription Agreement ("Agreement") by and between Rapid City Public Library, a public library with its main office at 610 Quincy Street, Rapid City, SD 57701 (the "Library") and Patron Point, Inc., an Ohio domestic business with its principal office at 6418 Newgrange Drive, Dublin, OH 43016 USA ("Patron Point" or "We/we"), and collectively as ("us") as follows:

Patron Point agrees to deliver, in a timely and professional manner, the programs and services as described "Subscribed Services" section below:

Subscribed Services

Included in the Library's subscription ("Subscribed Services") are the following :

Access to Patron Point Marketing Automation System

A fully-functional marketing automation system designed for performing customized responses based on user activity and interests. Patron Point will provide access to the system for an unlimited number of system users with full technical and user support throughout the term of subscription.

Set Up/Configuration

Patron Point will configure the Library's dedicated instance, analyse data requirements, perform initial database configuration and data load, and train staff on system features and functions.

Ongoing Data Management.

Patron Point will perform monthly updates of ILS and applicable data sources for the purpose of supporting marketing programs and triggering automatic messages to patrons based on activity and/or preferences. Additional data sources can be added as needed by subscribed programs or customer needs at no additional cost.

Patron Sync™

Mandatory real time data interface available for select ILS and other third party systems.

Any of the Optional modules below can be added at a later date

Patron Point Verify™

Patron Address Verification service (Provides address verification for the purposes of confirming patron residency in Library service area)

Patron Point Recommends™

Reading recommendation newsletter service.

SMS Module

Text service.

Financial Terms

The Library agrees to the subscription fees and will be invoiced as indicated below. The invoice for the first year annual subscription fees, any one time fees, and applicable taxes will be issued within 30 days of the Effective Date (as defined later in this Agreement). Invoicing for any one-time charges or prorated subscription fees (if any) will occur on or near the first of the month after changes in the Library's subscriptions have occurred. On each anniversary of the Effective Date, the Library will be invoiced for the upcoming year's subscription and any one-time fees. The Library agrees to pay Patron Point within 45 days of receipt of invoice. Patron Point will to the best of its abilities follow procurement and invoicing policies and practices of the library.

Initial term: 36 months

Item		
Patron Point*	Configuration Services	\$ 4,000 Discounted to \$1,000
	Annual Subscription	\$10,000 Discounted to \$7,500
	Patron Sync Real-Time Interface	\$1,000
Verify™ <u>(optional)</u>	Configuration Services	\$1,500
	Annual Subscription	\$1,500
	Per Address Verification (Billed Quarterly in arrears)	\$0.30 cents < 50,000 per year \$0.25 cents > 50,000 per year
Recommends™ <u>(optional)</u>	Configuration Services	\$1,000
	Annual Subscription	\$1,275
SMS <u>(optional)</u>	Configuration Services	\$1,000
	Annual Subscription	\$1,000
	Per text	\$0.01cent (+ carrier fees.)
Total Year 1 (Excl. any optional module cost.)		\$9,500
Total Years 2 & 3 (Excl. any optional module cost.)		\$8,500

*The discount quoted above is valid for any order confirmed before Sept 30th 2021.

The Library is responsible for any costs associated with their vendors e.g. output programs, services, or subscriptions to APIs from the library system vendor.

If during the time in which this Agreement is in effect, the library decides to change its Integrated Library System (ILS), Patron Point reserves the right to charge a set-up fee equal to 50% of the non-discounted Configuration Services fees as described in the Financial Proposal section of this Agreement.

Term of Agreement

These terms and conditions shall become effective on the date the Library signs this agreement ("Effective Date") and will be in effect as indicated in the Financial Terms section of this Agreement.

The Agreement will automatically renew at the end of the initial term and on each subsequent anniversary of the Effective Date for a 12-month term unless terminated with 60 days' notice by either of us. Otherwise, the Library can cancel this Agreement if, after notifying Patron Point of any problems, Patron Point doesn't resolve those problems to the Library's satisfaction. The only exception is that the Library will be responsible for any out-of-pocket expenses incurred while performing the Subscribed Services in advance of the cancellation.

Rights, Responsibilities and Indemnifications

We ask that the Library assign specific individuals to support this project including a project coordinator as well as appropriate staff to support ILS data extraction, an understanding of the Library's specific data implementation and workflows, marketing and administrative staff as needed.

Patron Point understands and appreciates the library's commitment to the privacy of its patrons. We and our vendors and subcontractors perform on a best efforts basis to ensure the privacy of its client library users and would not knowingly violate the trust placed in us. This includes contractual prohibitions against reselling data and security features that protect against unauthorized access to the Library's private data.

Patron Point employs third party service providers to perform various functions on our behalf which include, but are not limited to developing, hosting and maintaining the Service and its databases. If they do, this access is provided so that they may perform tasks on our and the Library's behalf. Patron Point does not authorize any third parties to make use of User Information or to contact the User outside the context of these services except to the extent required by law. Furthermore, as appropriate, Patron Point enters into contractual agreements with each third party regarding data privacy, prohibitions against re-selling or sharing of User Information, and adhering to industry-wide security best practices and technologies that protect against unauthorized access to the User Information.

The Library will secure the necessary approvals and rights for the use of any third party materials (images, graphic designs). The Library will also grant Patron Point the right to use any of its branding, product identity, and other intellectual property in support of our engagement. Patron Point assures that, to the best of its knowledge, the creative work it produces will not be in violation of any copyright or intellectual property concerns.

Any public-facing work, designs, concepts created by Patron Point in support providing the Subscribed Services are the property of the Library. Patron Point is not responsible for any registration or licensing required to document ownership of this work. Patron Point maintains rights and ownership of any workflows or internal system modifications it produces to implement marketing automation programs.

In order to provide services to the Library, Patron Point collects "User Information" specifically for the purpose of providing the Service to the Library. This includes: information collected from various systems used by the Library, including but not limited to the Library's Integrated Library System ("ILS"), ebook service providers, and program registration and attendance providers; and Information collected directly from library patrons/users ("User/Users"), when User voluntarily submits that information to Library, including, for example: registering on the Library website, participating in surveys, contests or promotions;

Patron Point:

does not collect User Information regarding the following categories:

- security information such as User's username, password, and acceptance of policies, licenses and warranties;
- billing information such as credit card, expiration date, billing address and account history;
- social security numbers;
- queries to any of the Library's Customer Service, Reference Desk, and/or Technical Support functions.
- does not use this information for any purpose unrelated to the provision of the service to the library pursuant to this contract;
- does not sell, rent or otherwise share User Information with any third party unless specifically directed in writing by an authorized agent of the Library.

will share User Information with government agencies as required by law in response to lawful requests by public authorities, including to meet national security or law enforcement requirements after providing written notice to the Library:

Neither party shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or

boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

The Library will take responsibility for any complaint that the Library receives as a result of Patron Point performing activities as part of the Subscribed Services.

Patron Point will take responsibility for any complaint that the Library receives concerning privacy or copyright violations only if it is the result of negligence in these regards.

On termination of the Service, Patron Point will delete the Library's User Information and its specific instance of the Service and destroy all User Information within 15 days of contract termination.

Neither of us can assign the benefits or obligations of this proposal to anybody else without the other agreeing to it. If, however, one of us fails to respond to any request for reassignment within 30 days, consent will be given by default.

Collaboration is a key part of how Patron Point strives to do business. In the spirit of partnership, when problems do occur, we will do all we can to meet your expectations. If we can't work things out, we'll use the services of an arbitrator first and then the laws and courts in the local and country jurisdiction of whomever the complaint is against. Whoever loses the legal action will be responsible for all legal expenses.

Terms and Conditions specific to Patron Point Verify

The Library will be invoiced quarterly for the previous three months address verification charges in arrears.

The Library understands and acknowledges that in order to realize the benefits of Verify, the Library will provide to Patron Point its patrons' Personally Identifiable Information (PII) including mailing and email addresses. It also understands and acknowledges that Patron Point will provide that PII to a third-party Consumer Address Verification Service ("CAVS") specifically for the purpose of verifying the accuracy of that PII.

The Library acknowledges that Patron Point has the sole right to select and enter into an agreement with the CAVS so long as the CAVS agrees and is bound to treat the PII as confidential information and only for the provision of the address verification service.

The Library will indemnify and hold Patron Point harmless, including its directors, officers, employees, and agents, from any claim or complaint as a result of Library's agreement and practice of providing the PII specifically for the purposes of address verification.

Patron Point acknowledges that the PII provided by the Library is confidential information and Patron Point agrees not to use or disclose the PII except to the CAVS and only for the purpose

of validating the accuracy of the PII. Patron Point will perform measures and shall include the highest degree of care that Patron Point utilizes to protect its own confidential information and Patron Point agrees to notify the Library in writing of any misuse or misappropriation of the PII which may come to its attention.

Patron Point shall indemnify and hold the Library harmless, including its directors, officers, employees, and agents, with respect to any complaint or claim that results from Patron Point's failure to maintain the confidentiality of the PII other than for the purposes of performing the address verification.

Both the Library and Patron Point agree that either party can cancel Verify on 90 days' prior written notice to the other party without effect on the Patron Point subscription. The Library agrees to pay for any outstanding fees resulting from the use of Verify up and until the cancellation date.

These Conditions are deemed accepted by the Library when the Services of Patron Point have been accessed or ordered by the Library.

[Acceptance and Signatures Immediately Follow]

Agreement Acceptance

The terms and conditions included above represent fully the relationship of the Library and Patron Point.

By signing below, the representatives indicate that they have full authority to enter into this Agreement and approve and accept its terms and conditions.

Accepted By:

Rapid City Public Library

By:

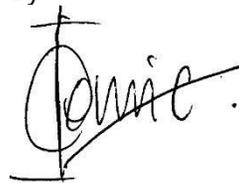
Name

Title

Date

Patron Point

By:



Ian C. Downie
Name

Vice President, Growth
Title

Sept 1st 2021
Date