



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: National City Public Library	
Authorization by Client:	Authorization by: Innovative Interfaces Incorporated
Signature: _____ Duly Authorized Signature	Signature: _____ <div style="background-color: black; width: 100px; height: 20px;"></div>
Name: _____	Name: Tim McGee
Title: _____	Title: Vice President, Sales Operations
Date Signed: _____	Date Signed: September 18, 2025

Q-00776453

Products (Annually Recurring):

Name	Description	Start Date	Contract Term (months)
Library Experience Essentials Single for Polaris	Bundle - The Library Experience Essential Bundle includes the Polaris Suite, Unlimited Polaris Staff Licenses, 30 SIP2 Licenses for Polaris, Polaris ZMARC Auto Authority, Hosting for Polaris, Vega Discover Premium, 5 ExpressCheck Licenses, and Innovative Mobile with Self Check Out.	Upon Implementation	60
Vega Mobile Self Check Out - Essentials Polaris	Bundle - Vega Mobile Self Check Out - Essentials Polaris	Upon Implementation	60
Vega Discover Premium - Essentials Polaris	Bundle - Vega Discover Premium - Essentials Polaris Vega Discover Premium -	Upon Implementation	60

	Essentials Polaris		
			Total Price for Year 1: 29,000.00 USD

Services (One Time):

Name	Description	One Time Fee
Polaris - Essentials - Implementation (Subs Service)	Polaris - Essentials - Implementation Polaris - Essentials - Implementation	9,200.00
Vega Mobile Self Check Out LXE Imp (Subs Service)	Vega Mobile Self Check Out LXE - Polaris - Implementation	5,500.00
Vega Discover Premium LXE - Polaris - Implementation (Subs Service)	Vega Discover Premium LXE - Polaris - Implementation Vega Discover Premium LXE - Polaris - Implementation	11,300.00
Polaris 3rd Party Data Extraction (Subs Service)	Polaris 3rd Party Data Extraction Polaris 3rd Party Data Extraction	9,000.00
INN-Reach Exit and Direct to INN-Reach API Implementation Services (Subs Service)	INN-Reach Exit and Direct to INN-Reach API Implementation Services For libraries discontinuing participation in current INN-Reach system via one method (e.g., Sierra or DCB/RSB) and re-joining the same INN-Reach consortium via the Direct to INN-Reach API for use with a non-Innovative ILS	0.00
Total Price: 35,000.00 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 nonrenewal 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 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:

Year 1 Payment for Sub and 1X
1st payment due November 2025 \$15,000
2nd payment due February 2026 \$15,000
3rd payment due May 2026 \$15,000
Remaining balance of \$19,000 due in July/August 2026
Uplift Years 2-3 at 2.5%
Uplift Years 4-5 at 3.5%

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: National City Public Library
Client Legal Address: 1401 National City Blvd National City CA United States 91950-4401

Billing Information: Please review your billing address to ensure its accuracy.	Shipping Information: Please confirm the shipping address is accurate.
National City Public Library 1401 National City Blvd National City CA United States 91950-4401	National City Public Library 1401 National City Blvd National City CA United States 91950-4401
Electronic Invoice Recipient(s):	Electronic Renewal Recipient(s):
<i>If your subscribing institution requires the use of Purchase Orders, please indicate below.</i> Purchase Order #	Tax Registration Number # If tax exempt, please include copy of supporting documentation with signed agreement or email a copy to tax.certificates@clarivate.com
Billing Information Notes	
<i>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: <input type="checkbox"/></i>	

Statement of Work

Client: National City Public Library

Quote ID: Q-00776453

I. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and cost to complete the engagement based on Innovative's prior experience with similar projects and discussions with Client. The Client hereby acknowledges that this SOW does not capture all detailed requirements, but documents the high-level requirements and implementation approach.

II. Implementation Methodology

Innovative will provide an industry proven implementation methodology that ensures the success of both the project management and technical aspects of the software implementation project.

The goal of Innovative's project management is to ensure 1) that all aspects of the project are tracked and managed effectively, 2) risks and issues are tracked and managed effectively, 3) all project personnel, at Innovative and the Client, have on-demand access to all project management tools, documentation, and status information, and 4) timely completion of all deliverables with high quality.

To facilitate access to project information and resources, by Innovative and the Client, Innovative will establish an online project management site. The project management site will serve as the master archive for all project planning and management documents and databases, product documentation and inter-staff communication tools. The site will be established immediately upon assignment of the contract to the Innovative Project Manager, and access for Client project staff will be provided upon creation. The project management site will serve as the primary communication and sharing hub for the project management documents, tools, and methods.

Following contract signing, the Innovative project manager will work directly with the Client's implementation team to finalize a project schedule, and to reserve resources within our implementation team. The final schedule will be negotiated directly with the Client, and take into account Client staff availability for profiling and project management, and the various technical tasks that are required.

III. Scope of Services

A. Polaris Implementation

a. Project Initiation and Kickoff

During this phase the parties set up management of the project, agree on project team members for both parties, and setup the project reporting and timeline management process. The Project Manager will execute the project plan for Innovative, and work in conjunction with the migration team at the Client. Key elements of the process include:

- Jointly developing a project schedule, at the beginning of the project, to track the execution and delivery of every key aspect of the migration project
- Jointly developing a list of project risks that need to be planned for and managed during the implementation project, as well as assigning the individuals responsible for managing each area
- Regularly scheduled conference calls between the project team at Innovative and the Client, to review the status of project tasks, discuss and resolve areas of concern, and discussion of risk areas
- Regular status reports to the Client

- Working sessions, early in the project, to develop the plans named above, to explain the implementation process, answer questions, and to develop the policy and data mappings that will be required to configure Polaris and load your data

b. Profiling

- Innovative will provide system profiling services. Profiling will be conducted as a multi-day online workshop, with the number and duration of sessions to be determined jointly by Innovative and the Client.
 - Profiling services are conducted as working sessions, between the Innovative Project Manager and the ILS automation team at the Client. During the working sessions, the Project Manager will work with the automation team to document an extensive collection of system policy and profile information including, in part:
 - System, library and branch identities and locations, hours of operation, holidays, free days, patron and statistical categories, shelving locations, collections, material types, and numerous other operations parameters
 - Network and workstation data
 - Policy data such as circulation policies, fines and fees, notifications and notification policies, overdues, holds policies, holds routing, and numerous other pieces of policy information.

A comprehensive set of profiling guides and worksheets will be provided to the Client in advance of system profiling. These guides will allow the Client to understand the profiling decisions that must be made by the automation team and allow for data collection to commence in advance of the profiling working sessions with the Project Manager. The provided guides, as well as the consultation provided by the Project Manager during the profiling working sessions, assist the Client in understanding the decisions being made, their impact on system operation once in production, and the implications of some profiling decisions on other decisions that must be made. Following profiling sessions, the Innovative project manager will use existing system migration tools to load the policy and profile information directly into the Polaris test/training database.

c. Software Setup and Access in Cloud Environment

Innovative will install the Polaris Essentials bundle in the Cloud environment and upon completion, the client will confirm access to the software bundle outlined below and accept the software installation phase as complete.

- Polaris Essentials Bundle
 - Polaris ILS
 - Vega Discover Premium
 - Vega Mobile with Self-Checkout
- Polaris SMS Alerts
- Innovative Phone Alerts
- Training Server Build

d. Data Migration

Innovative will employ a “one database” concept for the Polaris implementation. The one database concept means that a single “shell” database is created at the beginning of the implementation, and as the implementation proceeds, successive layers of data and configuration are added to the database. This core database evolves during the project and serves as the basis for profiling, testing, training, test data migration and production migration. Innovative will provide Data Migration Services to migrate the client’s data from their existing ILS into the Polaris ILS including extraction (if contracted for), analysis, mapping and loading of data into the Polaris Test/Training Database, as well as extraction, migration and loading of the production database immediately prior to go-live on Polaris.

Data extraction and migration is performed in accordance with the specifications put forth in the Innovative Data Migration Guide. This guide specifies all data types that will be migrated from the legacy system. Included records are bibliographic, authority, item, patron, checkout, holds

and fines records. If the Client desires that other data types be migrated, feasibility and cost of migration will be determined at the time of the request.

During the course of the data load, the Client is responsible for working with Innovative on data verification to ensure that all of the data is migrated and reconciled over the course of the implementation. Pricing includes two full loads (test and production). Because of our data loading methodology, additional loads are usually not required. However, if the Client desires additional loads to be performed, they can be quoted for an additional cost.

e. Software Configuration

Innovative will configure the system, in accordance with system profiling, to meet the Client's needs within the existing functionality of Polaris.

f. Training Services

Training services are delivered through a combination of live remote web-based sessions, as well as on-demand e-learning modules.

Training topics will be detailed in the schedule during the preparation phase based on Client go-live priorities and target dates.

Standard training will include the following:

- 4 days of live instructor-led training
 - 1 day of Leap web client and Circulation training
 - 1 days of Cataloging training
 - 2 days of Acquisitions training
- On-Demand e-learning training modules covering:
 - Serials
 - System Administration
 - SimplyReports
 - Core functional training
 - ILL
 - Outreach
- Up to 7 hours of post e-learning live instructor-led Q&A

One day of training consists of 6 hours of instruction.

g. Go-Live

The Go-Live phase will begin one to two weeks before go-live (based on the schedule to be negotiated with the Client), when the final extraction of bibliographic records from the legacy database takes place. The key steps in the final go-live process are as follows:

- i. Library Staff must complete training on the Polaris Offline client in preparation for going offline after the final data extraction.
- ii. A copy of the Polaris test/training database will be copied to the Polaris Test database (if applicable) and the database on the production server will be scrubbed of the training data.
- iii. The final data extraction will be performed from the legacy ILS (bibs, items, patrons, circ and holds data, etc.). At this point, no more work can be done in the legacy ILS.
- iv. Staff begin off-line circulation in Polaris. In this mode, staff can check items in and out, and new patrons can be registered.
- v. Client staff will work with Innovative, and other vendors, to switch 3rd party products and services to point to the Polaris production database. Innovative will provide the

necessary information such as IP addresses, port numbers and URLs that the Client needs to share with 3rd party vendors.

- vi. The production data load is completed.
- vii. Innovative and Client conduct QA of the database, and Client accepts the data load.
- viii. Offline circulation files are uploaded to the Polaris production database.
- ix. In-library PAC stations are switched to point to the Polaris PAC. Staff begin circulation in Polaris in on-line mode, and the Client goes live on Polaris.
- x. During the Go Live process, Innovative provides online consulting and assistance, as needed.

h. Third Party Data Extraction

Phoenix10 Technologies will perform the extraction of data from the legacy system for National City Public Library.

IV. Acceptance Testing

Client will have thirty (30) days to verify functions outlined in the scope of work. Material defects not in compliance must be submitted in writing. Innovative shall clarify and resolve blocker problems within thirty (30) days of receipt of report or provide the Client with a written estimate of when resolution will occur. Within seven (7) days of receipt of notice of resolution from Innovative, the Client shall retest the function and confirm that the function has or has not been resolved. If not resolved, Innovative will continue working to resolve the problem until resolution is accepted by the Client. Once resolved the client’s rights provided above will reset giving the client another thirty (30) days.

V. Project Tasks and Timeline

A detailed project schedule, and finalized project tasks and milestones, will be jointly established between the Client and Innovative following project initiation. The following table illustrates common project tasks and milestones, in their approximate order of execution.

MAJOR TASKS
Contract Signing
Initial Phone Call with Customer to discuss project and profiles
Library set-up in Supportal (Access, Documentation, Usage)
System Profiling
Server staging
Library System completes and submits Profiles to Project Manager
Data Pull for Test load data analysis
Implementation Profile input, review, and finalization
Data Mapping
Test data load
Polaris QA of Data Load
Library System has access to Test database for review and training
Training of a core team of library staff
Acceptance Testing by Library System begins

Library System internal staff training
Third Party prep and testing
Prepare for Polaris Offline
Data Sign-off for Production load
Library System is Offline with Polaris
Final data migration on Production server
Final Data QA
Library System review of Production database and upload offline files
Library System is Live on Polaris
Completion of System Acceptance Testing
Transition to Polaris Support

VI. Fees and Payment Terms

Fees for Services delivered under this SOW will be charged on a fixed price basis as set forth in the attached Order Form herewith and are made in good faith based on the activities, approach, and assumptions contained within the 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, Client is responsible for all reasonable out-of-pocket costs and expenses incurred during delivery of services described in this SOW.

	Service Milestones	Percentage
Milestone 1	Kickoff, Profiling Visit	10%
Milestone 2	Software Installed, Profiling D/B Created	10%
Milestone 3	Data Mapping for Test Load, Software Configuration	20%
Milestone 4	Test Load	20%
Milestone 5	Training	20%
Milestone 6	Production Load	10%
Milestone 7	Go Live, Acceptance Testing	10%

VII. Innovative Services Team

The process of ensuring a seamless migration to a new integrated library system begins immediately after contract signing. After the contract is signed, Innovative will assign a project team to your implementation. The project team will consist of:

- a. **Project Manager:** The Project Manager has extensive knowledge of the Polaris ILS, the Polaris ILS database, library workflows, and library data. All Polaris Project Managers have years of project management experience and have implemented ILS migrations for many libraries.
- b. **Data Analyst:** The data migration specialist is responsible for creating, maintaining, and executing the SQL scripts, and other software, required for migrating your existing ILS databases into the Polaris ILS database. All Polaris Data Migration Specialists have extensive SQL skills, in-depth knowledge of MARC and other library data, and many years of experience in migrating ILS data.
- c. **Polaris Trainer/Consultant:** One or more Polaris trainers/consultants will be assigned to your implementation, shortly after the project kicks off. Your trainers are selected based on their knowledge of the specific subsystems and options that you will be implementing, as well as their experience in training similar libraries. All Polaris trainers have significant experience in ILS operations and training.

- d. **Polaris System Engineer:** The Polaris System Engineer performs the staging and installation for your Cloud system.
- e. **Executive Sponsor:** The Executive Sponsor is assigned to the project to provide oversight, be an escalation point, ensure the success of the project, and participate in the project steering committee.

By assigning this multi-disciplinary team to your implementation we can maximize the familiarity of the project team with your library and your implementation.

VIII. Client Implementation Team

In order to ensure a successful implementation, Innovative requests that the Client designate individuals from your staff to assume responsibility for the following roles

- a. **Executive Sponsor:** Provides executive oversight, ensuring the project is aligned to meet the goals of the Client project and Steering Committee.
- b. **Project Manager:** Works directly with the Innovative Project Manager to ensure that risks are mitigated, appropriate communication is achieved, and milestones are met. Works with Innovative Project Manager to coordinate work plans, schedules, and teams' work. Will manage day-to-day operational aspects and ensure deliverables are met. Responsible for Project Steering Committee status reporting and Executive communications.
- c. **Librarian Lead:** Works closely with Project Managers to ensure requirements are comprehensive and representative of the needs of the Client. The Librarian Lead will coordinate with key members of the team as required.
- d. **Technical Lead:** Will be responsible for assisting with Client responsibilities related to data migrations and any other system level duties required by Client.

IX. Implementation Assumptions

As part of the Innovative proposal for the implementation, we have outlined the following project assumptions which are critical to the successful delivery of the project:

- a. Client will have adequate resources available to ensure timely completion of any Client tasks outlined in the project schedule.
- b. 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.
- c. 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 server access, collecting and providing any prerequisite information required to support installation and configuration of software, and other needs that may arise during the project.
- d. Client will be responsible for all travel expenses if onsite work is conducted.
- e. Statement of work assumes English for all project management, project meetings and communications, all user interfaces and documentation.

Statement of Work

Client: National City Public Library
Quote ID: Q-00776453

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. VEGA Mobile App Implementation

Innovative Services Team ("Services Team") will work with the Client to configure, install, and test a customized VEGA Mobile application ("App") for the Client.

NOTE: Some services specified in this Statement of Work will be performed by third party vendor Solus ("Solus"), including creation of customized App for Client, and publishing of App to specified online app stores.

Specified work includes:

- a. Project management
- b. Project kickoff between Services Team and Client
- c. Creation and configuration of Client instance on VEGA Mobile Content Management System ("CMS") for a single production environment
- d. Custom App development
- e. Publishing of App to Apple and/or Google app stores
- f. Liaison with Solus
- g. Post-implementation testing
- h. Remediation of post-implementation issues found during testing

Services Team will work with the Client to deliver self-check functionality as specified in the Contract.

Specified work includes:

- a. Configuration of VEGA Mobile Content Management System to enable self-checkout

C. Services Team

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

1. Project Manager: Responsible for coordination of schedule and App delivery with the Client, consultation on App configuration requirements, and consultation on available App customization, and liaison with third party vendor Solus as necessary.

2. System Engineer: Responsible for creation of Client configuration in the VEGA Mobile Content Management System (CMS), and configuration of the ILS as required.

D. Client Implementation Team

1. Technical Lead: Will be responsible for assisting with Client responsibilities related to the installation and any other system level duties required by Client, and coordinating/providing all Client responsibilities identified in Implementation Assumptions.

E. Implementation Assumptions

1. Client will have adequate resources available to ensure timely completion of any Client tasks outlined in the project schedule.
2. 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.
3. Client shall be responsible for:
 - a. Participating in project kickoff, and assisting in establishing project schedule
 - b. Providing images for App customization
 - c. Applying for Apple Developer account, and providing app publishing credentials to Innovative Services team
 - d. Providing Services Team with required profile and configuration information, in an App configuration questionnaire and App configuration spreadsheet to be provided by Services Team.
 - e. Testing App download from Apple and Google app stores, and testing App for proper appearance, functionality, and configuration
 - f. Providing Services Team with required information on Client's barcode symbologies, necessary for configuration of Barcode Selfcheck in the App
4. Client must establish an Apple Developer Program account in order for Innovative to publish app to Apple store. This account will be used by Innovative for publishing the Client's iOS app to the Apple store. This account must be maintained throughout the duration of the Client's VEGA Mobile contract. If Client does not establish an Apple Developer Program account, Innovative will no longer be responsible for publishing the app to the Apple store.
5. Client Implementation will be determined to be live upon the earlier of acceptance or 2 weeks of the app in the test flight environment.

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 attached Order Form herewith and are made in good faith based on the activities, approach, and assumptions contained within the 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, Client is responsible for all reasonable out-of-pocket costs and expenses incurred during this SOW. Pricing assumes that deliverables in this Statement of Work are completed within six months or additional Services fees will apply.

Statement of Work

Client: National City Public Library
Quote ID: Q-00776453

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. Vega Premium Implementation

- a) Innovative will install Vega Discover+ software.

Specified work includes, where necessary:

- 1) Project management
- 2) Requirements consultation between Client and Innovative
- 3) Post-implementation testing
- 4) Remediation of post-implementation issues, found during Innovative testing or found by the Client during the implementation period
- 5) Minimum scope of service to include:
 - Provisioning of a single production Vega Discover environment, and connection to Client's production ILS
 - Synchronization of production ILS and Vega Discover databases
 - Configuration training for Vega Discover
 - Product Overview
 - Access to recorded training sessions, and other online resources
 - Consultation on Best Practices
 - Publishing of 1st Guide

No work will be performed on the Client's production environment without prior notification to, and approval from, the Client. Work will be performed in pre-specified maintenance windows, as agreed upon in advance between the Client and Innovative.

Any requested work, outside of the specifications listed above, will be quoted at an additional cost, and written approval must be provided by the Client before work can proceed.

C. Innovative Services Team

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

1. Project Manager: Project Managers have years of project management experience and have implemented library systems for many libraries.
2. System Engineer: System Engineers work with the Client on ILS setup and configuration as well as installations, network connections, and infrastructure configuration.
3. Trainer/Consultant: Trainers work with the Client to ensure an understanding of the configuration and use of the software

D. Client Implementation Team

1. Technical Lead: Will be responsible for assisting with Client responsibilities related to the installation and any other system level duties required by Client.

E. Implementation Assumptions

1. Client's production ILS environment must be running the current General Availability ("GA") version of the software, or later.
2. Client will have adequate resources available to ensure timely completion of any library tasks outlined in the project schedule.
3. Client will provide a technical point of contact who is able to provide, or coordinate access to, necessary information and Client resources. This includes information related to server access, collecting and providing any prerequisite information required to support installation and configuration of software, and other needs that may arise during 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 attached Order Form herewith and are made in good faith based on the activities, approach, and assumptions contained within the 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, Client is responsible for all reasonable out-of-pocket costs and expenses incurred during this SOW.