

BT CAT LICENSE AGREEMENT
TERMS AND CONDITIONS

1.00 DEFINITIONS

As used herein, the following definitions shall apply:

1.01 “Agreement” means the BT CAT Agreement, including Customer’s signature page and the Terms and Conditions hereof. No other terms and conditions contained in any purchase order or other communication of any kind issued by or for Customer shall apply to this Agreement.

1.02 “Authorized Users” means any employees or other personnel of the Customer performing cataloging services for Customer. This Agreement specifically prohibits any and all use of BT CAT by any person who is not an Authorized User.

1.03 “Baker & Taylor” means Baker & Taylor, LLC.

1.04 “BT CAT” refers to the library cataloging utility which is generally available for license during the Term (as defined herein) from Baker & Taylor, which features Baker & Taylor’s full-service software platform for cataloging record search, editing, export and authority control, and access to the BT CAT Database.

1.05 “BT CAT Database” means Baker & Taylor’s comprehensive database of bibliographic records, which is generally available for license as part of BT CAT during the Term (as defined herein) from Baker & Taylor.

1.06 “Customer” means a public library, a higher education library (such as college, university, graduate and post-graduate level educational library), a corporate library, a special library or a private library, as identified in this Agreement.

1.08 “Fees” means, collectively, any and all fees set forth or referenced in the Agreement which are payable by Customer for the licensed use of BT CAT.

1.09 “Launch Date” means the date that BT CAT is launched for Customer, as determined by Baker & Taylor.

1.10 “Term” means the period of time that this Agreement is in effect, as provided in Section 3.01 hereof.

2.00 LICENSE

2.01 Subject to the terms and conditions of this Agreement and payment of the Fees by Customer, Baker & Taylor hereby grants to Customer a personal, non-exclusive, nontransferable, revocable license to allow Authorized Users to access and use BT CAT for Customer’s cataloging purposes; provided, however, Customer shall not load any records from the BT CAT Database into a shared record or union database, without the express written permission of Baker & Taylor. Except as otherwise expressly provided herein, all Fees paid by Customer shall be non-refundable.

2.02 Authorized Users shall access BT CAT using credentials and passwords supplied by Baker & Taylor to Customer. Customer shall use commercially reasonable efforts to limit the use of such credentials and passwords to only Authorized Users under written nondisclosure agreement with Customer. Customer shall promptly notify Baker & Taylor of a suspected or actual loss, theft or unauthorized disclosure of any such credentials or passwords and/or of any unauthorized access to BT CAT.

2.03 Use of BT CAT is limited to Authorized Users. Customer will enforce the proper and intended access to BT CAT by Authorized Users by properly maintaining credentials and passwords for Authorized Users. Customer shall be responsible for determining which Authorized Users shall have access to credentials and passwords for access to

BT CAT. Customer shall not allow any access to BT CAT by other libraries through consortia, inter-library sharing, or similar arrangement, without Baker & Taylor's prior written consent.

2.04 All access to BT CAT by Customer and Authorized Users shall be subject to and governed by this Agreement. Baker & Taylor reserves the right to suspend or terminate access to BT CAT by Customer in the event of any violation hereof by Customer or any Authorized Users.

2.05 Customer agrees to comply, and require Authorized Users to comply, with all copyright, patent and other intellectual property laws applicable to BT CAT.

2.06 All rights not expressly granted or licensed to Customer or Authorized Users in writing by Baker & Taylor are reserved by Baker & Taylor and/or Baker & Taylor's licensors.

3.00 TERM AND TERMINATION

3.01 Except where earlier termination is required under the provisions hereof, this Agreement will be effective for a period beginning on the Implementation Date and ending at 11:59:59 P.M. (Eastern U.S. Time) on the last day of the Term set forth on the signature page of this Agreement. Customer shall have the right to terminate this Agreement on written notice to Baker & Taylor when and if appropriations funding for any applicable Fees is not made available to Customer. Baker & Taylor reserves the right to terminate this Agreement on written notice to Customer when and if any unauthorized use of BT CAT or other breach of security occurs.

3.02 Upon termination of this Agreement, all rights and licenses granted pursuant to this Agreement for Customer's access to and use of all or any portion of BT CAT will automatically terminate.

4.00 DEFAULT AND REMEDIES

Either party's failure to perform any of its obligations hereunder in any material respect, which failure is not cured within 60 days after notice from the non-defaulting party (provided that a 10 day notice and cure period shall apply to any failure to pay any amounts due) shall be an "Event of Default" hereunder. The non-defaulting party will have all rights and remedies available to it under applicable law if an Event of Default occurs, except as otherwise expressly provided herein. Without limiting the generality of the foregoing, Baker & Taylor's rights and remedies will include, without limitation, the right to disable access to BT CAT during the applicable cure period if reasonably needed to prevent further nonconformance.

5.00 WARRANTY; LIMITATION OF LIABILITY

BAKER & TAYLOR DOES NOT MAKE, AND CUSTOMER DOES NOT RECEIVE, ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY, CONTRACTUAL OR OTHERWISE, REGARDING BT CAT, BT CAT DATABASE, OR ANY CONTENT OR FUNCTIONALITY OF ANY KIND OR NATURE OFFERED AS PART OF BT CAT. LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BAKER & TAYLOR, ITS AGENTS OR EMPLOYEES, WILL CREATE ANY WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. Neither party shall be liable to the other party for any consequential, incidental, indirect or special damages, even if the other party has been apprised of the likelihood of such damages occurring. In no event shall Baker & Taylor's liability for any claim during the Term exceed the amount of Fees paid by Customer to Baker & Taylor within the twelve (12) month period immediately preceding any such claim giving rise to liability.

6.00 PROPRIETARY PROTECTION

6.01 Customer acknowledges and agrees that Baker & Taylor and/or its licensors own BT CAT and the BT CAT Database and all related copyrights and other exploitation rights and interests now or hereafter recognized in any and all territories and jurisdictions, including but not limited to the right of exploitation in any manner now known

or hereafter devised, as well as all documentation and all copies thereof. Nothing in this Agreement shall be construed as having the effect of transferring or changing in any respect any such ownership rights or interests. All unauthorized access, use, copying, modification and/or distribution of all or any portion of the BT CAT Database is expressly forbidden. Customer will be liable for any infringement that is caused, facilitated or encouraged by its failure to abide by the terms of this Agreement.

7.00 FORCE MAJEURE

Customer acknowledges that the Internet is an unregulated, unorganized, unreliable, unstable, unsecure and ever-changing environment. The ability of each party to comply with this Agreement may be dependent on the Internet and equipment, software, systems, data, content and services provided by third parties, among other things. Neither party shall have any liability for any failure of performance due to events beyond its reasonable control. Lack of funds shall not be excused under this section.

8.00 MISCELLANEOUS

8.01 Removed

8.02 Customer will be responsible for payment of any and all applicable sales, use, value-added, excise or similar taxes, if any, incurred in connection with any transactions under this Agreement.

8.03 Any failure by either party to exercise any right hereunder will not be deemed a continuing waiver of such right. If any of the terms or provisions of this Agreement are ruled to be invalid or unenforceable by a court or administrative tribunal of competent jurisdiction, the remainder of the Agreement will not be affected thereby.

8.04 Customer will not assign this Agreement, by operation of law or otherwise, without Baker & Taylor's prior written consent. This Agreement will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

8.05 All notices required or permitted to be given by one party to the other under this Agreement will be sufficient if hand-delivered, sent by recognized overnight courier, receipt acknowledged, or sent by certified mail, return receipt requested, to the other party at the applicable address set forth in this Agreement or to such other applicable address as may be designated by notice from one party to the other pursuant to this paragraph.

8.06 Telecopied facsimiles or email transmissions of a signed counterpart of this Agreement from one party to the other will be deemed to be delivery of a signed counterpart by the party sending the telecopied facsimile or email of such signed counterpart. If the use of a digital signature is needed, each party shall adopt as its authorized signature a confidential digital identification consisting of symbols(s) or code(s) which are to be affixed to or contained in each digital transmission.

8.07 This Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties regarding the subject matter hereof and supersede all prior proposals, understandings and agreements, oral and written, between the parties relating hereto, notwithstanding any order form submitted either before or after the date hereof. This Agreement may not be modified or altered except by written instrument duly executed by both parties. This Agreement may be executed in counterparts, all of which, when taken together, will constitute a single instrument.

BTCat AGREEMENT**CUSTOMER:** City of Redondo Beach**BUSINESS CONTACT INFORMATION:**PRIMARY CONTACT Dana VinkeTITLE Library DirectorE-MAIL ADDRESS Dana.Vinke@redondo.orgTELEPHONE 310-318-0674STREET ADDRESS 303 N. Pacific Coast HighwayCITY Redondo BeachSTATE, ZIP CA, 90277**IMPLEMENTATION CONTACT INFORMATION:**PRIMARY CONTACT Tim ParkerTITLE Technical Services LibrarianE-MAIL ADDRESS Timothy.Parker@redondo.orgTELEPHONE 310-318-0676 x2533STREET ADDRESS 303 N. Pacific HighwayCITY Redondo BeachSTATE, ZIP CA, 90277**LICENSE OF BT CAT:**

For and in consideration of the respective obligations of the parties as stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Baker & Taylor, LLC hereby licenses to Customer, and Customer hereby accepts, the BTCat library cataloging utility and/or database, subject what is described in the fee schedule below and to the terms and conditions provided at this link http://www.baker-taylor.com/PDFs/BT_CAT_Terms_and_Conditions_FINAL.pdf, which are made a part hereof by reference (the "Agreement").

BTCAT FEATURES:

- Comprehensive, clean database of high-quality bibliographic records
- Full-service software platform built on current web-based technology
- Advanced hybrid search of user catalog and BTCat database with AI to return "best" record
- Rich editor functionality
- Comprehensive authority file workflow for author, subject, series

TERM:* *additional information regarding terms, if any, are noted below in the fee schedule box*

- 3 year(s)
- Invoice Date: 06/25/2023

FEES:* *additional information regarding terms, if any, are noted below in the fee schedule box*

- First 12-month period from Invoice Date, the Fee will be: \$ 5,000.00
- Each renewal 12-month period, beginning on each anniversary date, the Fee will be increased 3% to cover increases in costs of materials and labor.

CUSTOMER AND BAKER & TAYLOR HEREBY EXECUTE AND DELIVER THIS AGREEMENT, BY AND THROUGH THE ACTIONS OF THEIR DULY AUTHORIZED REPRESENTATIVES, AS OF THE 15 DAY OF August, 2023

Customer: City of Redondo Beach**Baker & Taylor, LLC**

Signature: _____

Name: William C. BrandTitle: Mayor

By: _____

Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

Eleanor Manzano, City Clerk_____
Michael W. Webb, City Attorney

***FEE SCHEDULE** *(additional information if applicable)*

BTCat Contract to provide access.

Inclusive of 'bank' of 10 Macro Hours

Additional labor available by quotation/scope of project/work at \$300 per hour