



# **INSIGNIA SOFTWARE CORPORATION**

**CONTRACT FOR**

**INSIGNIA LIBRARY SYSTEM**

**WITH**

# **SPEER MEMORIAL LIBRARY**

**MISSION, TX, USA**

**INSIGNIA SOFTWARE CORPORATION**

866-428-3997 | 780-428-3997

[www.insigniasoftware.com](http://www.insigniasoftware.com)

#204 1074 103A Street, Edmonton, AB, T6W 2P6

This contract is made between Insignia Software Corporation, an Alberta corporation with its principal place of business at #204 1074 103A Street, Edmonton, AB, T6W 2P6 (hereinafter referred to as "Insignia"), and Speer Memorial Library (hereinafter referred to as the "Customer"). Insignia has developed a library automation system and related software provided by Insignia (hereinafter referred to as "Insignia ILS") consisting of hardware and software and related services, and the Customer intends to license such hardware, software and related services at its location(s).

**1. TERM AND TERMINATION**

- 1.1. This Contract is effective from the date it is signed and for an initial term specified in Schedule A. After this period, it will be renewed automatically for one (1) year with payment of the Insignia Annual Software Assurance Fee, unless 90 days' termination notice is provided by either party or new terms are agreed.
- 1.2. If either party is considered to be in material breach of any of the terms and conditions of this Contract, the aggrieved party shall give written notice thereof, including a reasonably detailed statement of the nature of such a breach to the other party. The party considered to be in breach of this Contract will have thirty (30) days after notice is received to cure the breach, or, if the breach cannot reasonably be cured within thirty (30) days, the party shall provide a written estimate of the time needed to cure the breach.
- 1.3. Either party may terminate this Contract with 90 days' written notice after the duration of the contract period.
- 1.4. Early Termination
  - 1.4.1. In the case of early termination, there is a penalty of 30% of the remaining balance. The exceptions to this penalty are listed below:
  - 1.4.2. Either party may terminate this Contract with 60 days' written notice if the other party has not complied with the terms and conditions of this agreement and has not remedied the breach and has not made reasonable efforts to remedy it.

**2. LICENSES**

- 2.1. Insignia grants the Customer a non-transferable, non-exclusive license to use Insignia ILS, and provides Software Service and maintenance, as described in this contract.
- 2.2. Cost is per site/sites based on the initial agreement and any number of users can access Insignia from those site/sites.

**3. TERMS OF PAYMENT**

- 3.1. All payments are due in 30 days of invoice.

**4. PRIVACY OF DATA**

- 4.1. Insignia agrees not to use patron data for any purpose other than providing requested service to the Customer and agrees not to transmit Customer data to any third party, except as requested by the Customer.

**5. PROTECTION AND SECURITY**

- 5.1. Insignia ILS contains proprietary information, use of which is limited by the licenses granted in this Contract. The Customer will not disclose or otherwise make available, except as required by law, access to ILS in any form to any third party except to the Customer's employees, or to agents directly concerned with licensed use of the program and subject to the terms of this contract.

**6. PERFORMANCE:**

6.1. If Insignia ILS is hosted by Insignia, then Insignia ILS uptime is 99% other than during updates, with the exception of events that are beyond Insignia’s control, such as flood, fire, earthquake, internet outages, etc.

**7. WARRANTY**

7.1. Insignia agrees to make reasonable efforts to correct all reproducible material errors in Insignia ILS. Insignia does not warrant that the operation of the licensed program will be uninterrupted or error-free. In addition, both Insignia and the Customer will make best efforts to protect the network from attack. However, due to the continual development of new techniques for intruding upon and attacking networks, Insignia does not warrant that Insignia ILS or any equipment, system or network on which Insignia ILS is used will be free of vulnerability to intrusion or attack.

**8. SOFTWARE MAINTENANCE AND SYSTEM SUPPORT**

8.1. The following conditions apply to local installation and are not covered as part of Insignia ILS Maintenance and System Support service:

- 8.1.1. Fault or negligence on the part of the Customer.
- 8.1.2. Failure of third-party hardware/software.
- 8.1.3. Operator error that deviates from standard operating procedures as described in Insignia ILS.
- 8.1.4. Data loss and/or corruption as a result of any hardware failure. Hardware failure is defined as a malfunction within the electronic circuits or electromechanical components of a computer system.

8.2. If Insignia ILS is hosted by Insignia, then Insignia is responsible for installation, 24x7 availability, backup, securing of the data and updates.

**9. INCIDENT RESPONSE/RESOLUTION TIME**

The priority of all requests shall be determined in accordance with the following guidelines:

- 1. **Severity 1:** A Severity 1 level means system is down.
- 2. **Severity 2:** A severity 2 level means core functionality of the system is degraded.
- 3. **Severity 3:** A Severity 3 level means problems are non-critical but need to be addressed sooner than later.
- 4. **Severity 4:** A Severity 4 level means issue to be resolved in the future update, either is it an enhancement or issue not critical.

**Technical Support Response.** Insignia will respond to technical support requests and use best efforts to resolve issues in the time frames described in the table set forth below.

Priority Level	Response Time	Target Update Intervals	Target Resolution Time
Severity 1	Two (2) hours	Two (2) hours	(4) business hours
Severity 2	Four (4) hours	One (1) business day	Two (2) business days
Severity 3	Two (2) business days	Three (3) business days	Five (5) business days
Severity 4	Two (2) business days	Four (4) weeks	Future Update

For purposes of the foregoing table, the following definitions shall be used:

**Priority Level.** The priority level assigned to a given technical support request based on the guidelines set forth above.

**Response Time.** The time period to acknowledge the submission of a technical support request from the customer. Such period will commence on submission of the technical support request and conclude upon first response by Insignia.

**Target Resolution Time.** The target time period to resolve the issue or find a work-around or other temporary fix. Such period will commence on submission of the technical support, shall conclude when such request is identified as resolved, and shall not include any time that a request is identified as awaiting response from the customer.

**10. LIMITATION OF REMEDIES**

10.1. For any claim concerning performance or non-performance by Insignia pursuant to or in any way related to the subject matter of this Contract and any supplement hereto, the Customer shall be entitled to recover actual damages to the limits set forth in this section. No action, regardless of form, arising out of this Contract, may be brought by either party more than one (1) year after the cause of action has arisen, and the maximum liability is not to exceed the payment made to Insignia in the last 12 months.

**11. FORCE MAJEURE**

11.1. Any delay or nonperformance of any provision of this Contract caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Contract, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing.

**12. GOVERNING LAW**

12.1. Litigation shall be filed in the judicial system for enforcement of its rights hereunder, the jurisdiction will be in the Customer locality.

12.2. Should any section or sub-section be deemed not valid under the prevailing laws of the jurisdiction, all other sections or sub-sections of this agreement shall stand on their own and in their entirety as valid.

12.3. Should litigation become necessary to enforce this contract, the prevailing party shall be entitled to any relief granted by the Court.

**13. OWNERSHIP OF DATA**

13.1. Insignia acknowledges the Customer’s ownership of the data in Insignia ILS. Insignia agrees to assist the Customer in extracting all Customer-owned data from the System.

13.2. Customer can request for data within one month of contract expiry date, data provided will be in MARC format for books info and important fields in tab delimited format for patron data, items out and fines.

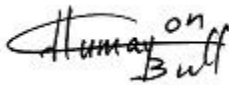
13.3. Insignia will destroy any copy of the data within 30-90 days of contract expiry date

The parties have duly executed and delivered this Contract, which shall inure to the benefit of and be binding upon the successors of the respective parties, as of the date indicated below.

ACCEPTED FOR THE CUSTOMER

ACCEPTED FOR INSIGNIA SOFTWARE CORPORATION

By: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Name: Humayon Butt

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: 2024-08-19

I have authority to bind the Customer

I have authority to bind Insignia

**SCHEDULE A**  
**LICENSE FEES**

**IMPLEMENTATION PARTIAL SET UP FEE**

Implementation partial set up fee will be \$1538.46.

**CONTRACT DURATION:**

This contract is valid from September 2024-December 2024.

Start Date: Sept 01/2024 End Date: Dec 31/2024