

**FIRST AMENDMENT TO
NAPA COUNTY AGREEMENT No. 240004B**

THIS FIRST AMENDMENT to Agreement No. 240004B is made this 17th day of December, 2024, by and between the NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and SPRINGSHARE LLC, a Limited Liability Corporation, whose mailing address 801 Brickell Ave, Floor 8 Miami, FL,33131 hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, on July 18, 2023, COUNTY engaged CONTRACTOR in Agreement 240004B with SPRINGSHARE LLC (previously Patron Point) to provide a specialized marketing automation system through Patron Point; and

WHEREAS, COUNTY wishes to add additional subscriptions and extend the term.


TERMS

NOW, THEREFORE, the parties hereby amend Agreement No. 240004B in accordance with the terms and conditions set forth below:

1. The Scope of work shall be amended to include Addendum 1 attached hereto and incorporated herein by this reference.
2. This Amendment No. 1 shall be effective December 1, 2024.
3. The Contract term is hereby extended through June 30, 2030.

IN WITNESS WHEREOF, this First Amendment of Napa County Agreement No. 240004B was executed by the parties hereto as of the date first above written.

SPRINGSHARE LLC

By 

Carrie E. Williams, Vice President,
Professional Services

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
JOELLE GALLAGHER, Chair of the
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy</p> <p>Date: November 21, 2024</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: (Board Meeting Date)</p> <p>Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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ADDENDUM 1



QUOTATION

Quotation Date: November 8, 2024

Specifically for: Napa County Public Library System, 580 Coombs Street, Napa, CA 94559

Effective Date: December 1, 2024

Thank you for considering Springshare products and services. We are delighted to present our quotation which is valid for 30 days from the Quotation Date (above).

Software and Services Proposed:

Annual Subscription(s)	Effective Date / License Start	Termination Date / License End	Price
Patron Point Annual Service	7/1/2024	6/30/2025	\$3,000.00
Recommends Reading Advisory Service	12/1/2024	6/30/2025	\$408.33
Patron Point Annual Service	7/1/2025	6/30/2026	\$7,100.00
Recommends Reading Advisory Service	7/1/2025	6/30/2026	\$700.00
Patron Point Annual Service + Recommends Reading Advisory Service	7/1/2026	6/30/2027	\$7,800.00
Patron Point Annual Service + Recommends Reading Advisory Service	7/1/2027	6/30/2028	\$8,073.00
Patron Point Annual Service + Recommends Reading Advisory Service	7/1/2028	6/30/2029	\$8,355.55
Patron Point Annual Service + Recommends Reading Advisory Service	7/1/2029	6/30/2030	\$8,355.55
Sub Total			\$43,792.43
One Time Fees			
Sub Total			
TOTAL			\$43,792.43

Please note: State and local taxes (where applicable) are not included.

Terms and Conditions

* Transaction Fees. Transaction Fees. As the cost for these services will vary based on transaction volume, we invoice for these services in arrears. SMS carrier fees are billed along with message fees.

You are responsible for any costs associated with vendors or products whose services and tools interface with Springshare’s products e.g. output programs, services, or subscriptions to APIs from the Library’s ILS vendor.

Within sixty (60) days of each anniversary of the Effective Date, you will be invoiced for the upcoming year’s subscription, including any price increase and any applicable one-time fees for additional products or services you may add to your subscription.

By signing below, you indicate that you that have full authority to enter into this agreement and accept the quotation provided and the terms and conditions provided in the Subscription Agreement in Appendix A.

Licensee

Licensor

Napa County Public Library System

Springshare LLC

Name:

Name: Carrie E. Williams

Title:

Title: Vice President, Professional Services

Signed:

Signed:

Date:



Date: November 8, 2024

Subscribed Services

Included in the Library's Annual Subscriptions 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. The Library's subscription includes all updates, releases, improvements, and corrections to Patron Point during the term of this Agreement. 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.

Ongoing Data Management.

Patron Point will perform regular 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.

Optional services:

- Patron Sync™ - Real time data interface available for select ILS and other third party system
- Patron Point Recommends™ - Reading recommendation newsletter service

Recommends™, our Reading Advisory Service, allows Libraries to automatically build a reading recommendation newsletter which can be scheduled and sent out to a segmented group of Patrons. This module is automatically connected to the Library catalog in real time and automatically curates a recommended reading list based on the subjects that your patrons have opted to receive from a preference form on the Library website.

- Patron Point Verify™ -Patron Address Verification Service for the purposes of confirming patron residency in Library service area.
- Patron Point SMS™ - The ability to use Patron Point to send text (SMS) messages directly to contacts

Appendix A

Springshare LLC, Software Subscription Agreement

AGREEMENT: Subject to payment of applicable subscription fees, as specified in the Addendum to this Agreement, Springshare (801 Brickell Ave. Floor 8, Miami FL 33131) (“SPRINGSHARE” or “Licensor”) hereby grants Napa County Public Library System (“Customer” or “Licensee”) (“Licensor” and “Licensee,” each a “Party” and, together, “Parties”) a non-exclusive, non-transferable license to use the software listed in the Quotation (“Software”).

The License begins on the Effective Date (as set forth in the Quotation) and continues until the Termination Date (as set forth in the Quotation) unless renewed. This License may be extended by the mutual agreement of the parties and after Licensee’s payment of the agreed upon annual renewal license fee (which fee may be increased from time to time).

Absent Licensor’s express written consent, Licensee shall not, nor shall it permit, authorize, or assist any third party to:

- modify, translate, merge, reproduce, enhance, or create derivative works based on the Software;
- sell, resell, license, distribute rent, lease, grant a security interest in, or otherwise transfer rights to, the Software; or
- reverse engineer or use the Software to (a) build a competitive product or service; (b) build a product using similar ideas, features; or functions of the Software or (c) copy any ideas, features, or functions of the Software.

Licensor may modify this Agreement only with the mutual agreement of the Licensee.

Licensee represents and warrants to Licensor that it will not transmit any materials that violate the rights of any third party, including intellectual property and contractual rights, or personal or privacy rights.

Licensor shall not be responsible for losses, costs, expenses, claims and liabilities (including attorneys’ fees) arising out of or relating to Licensee’s violation of this Agreement.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION.

TITLE: The Software is licensed, not sold, and Licensee has no ownership rights in the Software. Except for the License granted herein, Licensor retains all title, ownership rights, and intellectual property rights in the Software. The Software is protected by the copyright laws and treaties.

The Licensor represents and warrants that it holds the rights to the intellectual property of the Software. Title and related rights in the content accessed through the Software is the property of the applicable content owner and may be protected by applicable law. This License gives you rights to use such content only within this Software.

TERMINATION: This License shall be terminated if either Party commits a material or persistent breach of any term of this License and fails to remedy that breach (if capable of remedy) within thirty (30) days of notification in writing by the other Party. Either Party may terminate this License for any reason upon thirty (30) days written notice to the other Party. Upon termination, Licensee must cease using the Software and any continued use of Software by Licensee after termination shall be unauthorized.

If Licensor is unable to service the Software until the end of the subscription period, or if Licensor unilaterally terminates the agreement, Licensor will provide a pro-rated refund to Licensee of the paid but unused subscription period, rounded up to the nearest full month. If Licensee unilaterally terminates this Agreement, the Licensee forfeits the right to the pro-rated refund of the unused subscription fees.

OWNERSHIP OF DATA: Licensor does not own any data, information, or material that Licensee submits to the Software ("Customer Data"). Licensee, not Licensor, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Licensor shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Customer Data.

Licensor agrees to only use Customer Information for the purposes of operating the Software and agrees to never resell, rent, or otherwise provide Customer Data to any third party unless specifically for the purposes of operating the Software to perform services under this Agreement. These restrictions shall not apply with respect to any confidential information of Licensee to the extent such confidential information: (a) is or has become generally publicly known or available other than by any act or omission of Licensor; (b) was rightfully known by Licensor before the time of first disclosure to Licensor by Licensee; (c) is rightfully obtained without restriction from a third party who has the right to make such disclosure and without breach of any duty of confidentiality to Licensee; or (d) is independently developed by Licensor without use of, reliance upon or reference to any confidential information of Licensee.

In the event this Agreement is terminated, Licensor will make available to Licensee a file of the Customer Data in XML format within 30 days of termination if requested at the time of termination. Licensor agrees that it will delete Customer Data within 31 days of termination.

Licensor will not be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control. Licensor's services may be subject to

limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Licensor is not responsible for any delays, delivery failures, or other damage resulting from such problems.

LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT LICENSOR RECEIVED OVER THE PREVIOUS 12 MONTHS FROM LICENSEE FOR A LICENSE TO THE SOFTWARE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

SEVERABILITY: If any provision of this Agreement is held to be unenforceable, such provision shall be reformed to the extent necessary and to the extent possible to make it enforceable. If any such provision held enforceable cannot be reformed, the remainder of this License shall remain in effect.

COUNTERPARTS: This License may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same License. Delivery of an executed counterpart of a signature page to this License by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this License.

RELATIONSHIP OF THE PARTIES: Nothing contained in this License will be construed to (1) constitute the Parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking or (2) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA unless the Licensee's charter specifically prohibits signing agreements governed by states outside of Licensee's home state jurisdiction, in which case the Agreement shall be governed in accordance with the laws of Licensee's home state.