

CLEVNET SYSTEM AGREEMENT

This CLEVNET System Agreement (this "Agreement") is made and entered into as of February 1, 2011 (the "Effective Date") by and between the Board of Trustees of the Cleveland Public Library ("CPL"), and the Cuyahoga County Law Library Resources Board ("Contract Library"). CPL and Contract Library are also referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

A. CPL and various CLEVNET Contract Libraries (as hereinafter defined) have in the past shared the benefits and costs associated with the CLEVNET System (as hereinafter defined). CPL performs various services for the benefit of CLEVNET Contract Libraries (discussed in Section 3 below) and contracts with third party vendors to make the CLEVNET System available to CPL and to all CLEVNET Contract Libraries. The CLEVNET System project costs are allocated by formula on a cost recovery basis among CPL and all CLEVNET Contract Libraries.

B. Contract Library is a County law library board formed in accordance with Ohio Revised Code Section 307.51, *et seq.*, and Contract Library's predecessor, the Cleveland Law Library Association, was a CLEVNET Contract Library with access to the CLEVNET System so that its employees and Patrons (as hereinafter defined) can continue to, or can for the first time, utilize the CLEVNET System.

C. To the extent that CPL and Contract Library or its predecessor entered into any prior agreement setting forth the terms and conditions of a licensing and/or services arrangement between CPL and Contract Library concerning the CLEVNET System (the "Prior Agreement"), CPL and Contract Library are entering into this Agreement, which will supersede the Prior Agreement, in order to articulate their revised arrangement that the Parties believe will most effectively promote the exchange of information, experience, and concepts between them and promote the CLEVNET System as a tool to be used by, and for the benefit of, all of the CLEVNET Contract Libraries and CPL. To the extent that CPL and Contract Library have not entered into the Prior Agreement, the Parties now desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms will have the following meanings:

- (a) "Agreement" has the meaning set forth in the preamble of this Agreement.
- (b) "Bibliographic Database" means a database in the CLEVNET System that contains titles of books and other holdings available from CPL and from other CLEVNET Contract Libraries, including, without limitation, Contract Library.

(c) "CLEVNET Contract Libraries" means Ohio libraries that have contracted with CPL for use of the CLEVNET System, including, without limitation, Contract Library (each, a "CLEVNET Contract Library").

(d) "CLEVNET System" means an integrated computer system and resource sharing network directly owned, contracted for, administered, and/or licensed by CPL for the benefit of CPL and the CLEVNET Contract Libraries that includes, by way of illustration and not limitation, the CPL Hardware, the CPL Software (including a variety of library management modules, including, without limitation, circulation, technical services processing, acquisitions, serials control, and public catalogs components), and a variety of databases, including, without limitation, the Bibliographic Database, the Patron Database, a wide variety of research databases and a database containing downloadable audio and video media holdings such as audio books, e-books, music, movies, television shows, and instructional videos (specific products and services comprising the CLEVNET System may change during the Term (as hereinafter defined), subject to the process discussed in Paragraph 2(b) below). The CLEVNET System provides CPL, the CLEVNET Contract Libraries, and their Patrons (as hereinafter defined) with access to an online catalog database uniting CPL's and CLEVNET Contract Libraries' books and other holdings. Subject to the terms and conditions of this Agreement, CPL provides its own resources, including, without limitation, certain CPL employees, to administer the CLEVNET System and make it function.

(e) "CPL Hardware" means hardware and telecommunications equipment, including, without limitation, computer servers and routing equipment (but not including Contract Library's access equipment (discussed in Section 3(a) of this Agreement)) necessary for CLEVNET Contract Libraries' employees and Patrons (as hereinafter defined) to access and use the CLEVNET System either at CLEVNET Contract Libraries' physical locations or from a remote Internet connection. A description of the CPL Hardware (which may change over time) that CPL may provide to Contract Library under this Agreement is set forth on Schedule A.

(f) "CPL Software" means any and all software necessary for CLEVNET Contract Libraries' employees and Patrons to access and use the CLEVNET System, including, without limitation, CPL's Integrated Online Library System Software, all interfaces and CPL's supplemental software, maintenance and Patron notification programs. The term "CPL Software" will mean and include basic versions, subsequent versions, upgrades, and any and all new releases of the CPL Software.

(g) "Fees" has the meaning set forth in Section 6 of this Agreement.

(h) "Initial Term" has the meaning set forth in Section 5(a) of this Agreement.

(i) "Mark" has the meaning set forth in Section 7 of this Agreement.

(j) "Patron" means a party who has been issued a valid library card from CPL or from a CLEVNET Contract Library or a party who has been issued a valid Greater Access card and who is permitted to access and use all or any of CPL's or CLEVNET Contract Libraries' services, e.g., a person with a valid library card who may borrow a book or other article from CPL or from any CLEVNET Contract Library, including, without limitation, Contract Library.

(k) "Patron Database" is a database in the CLEVNET System containing a list of Patrons, including, without limitation, their names, addresses, telephone numbers, e-mail addresses, and/or library card numbers.

(l) "Prior Agreement" has the meaning set forth in Recital C of this Agreement.

(m) "Renewal Term" has the meaning set forth in Section 5(a) of this Agreement.

(n) "Term" has the meaning ascribed to it in Section 5(a) of this Agreement.

2. Grant of License; Process.

(a) Grant of License. Subject to the terms and conditions of this Agreement, CPL hereby grants to Contract Library a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to permit Contract Library's employees and Patrons to access and use the CLEVNET System at Contract Library's physical location or from a remote Internet connection. Contract Library acknowledges and agrees that CPL reserves all rights otherwise not granted to Contract Library under this Agreement, including, without limitation, the right to grant similar rights to other CLEVNET Contract Libraries or to any third parties.

(b) Process. CPL provides the CLEVNET System on a full cost recovery basis to the CLEVNET Contract Libraries, including, without limitation, CPL and Contract Library. CPL will prorate the costs for all products and services, including, without limitation, resources provided by CPL to administer the CLEVNET System, among CPL and all CLEVNET Contract Libraries (Fees are discussed in Paragraph 6 below). The CLEVNET Directors' Advisory Panel, the CLEVNET Directors' Advisory Group, and certain special interest groups have been formed by CPL and past and present CLEVNET Contract Libraries in order to (i) promote a means whereby CPL and CLEVNET Contract Libraries can exchange ideas, information, and experience, (ii) provide a forum for CPL and CLEVNET Contract Libraries to consider new projects, products, and/or services for the CLEVNET System and make recommendations for future system development and improvement, and (iii) improve current CLEVNET System services and address any non-performance issues. Contract Library will have the right and is encouraged to participate in such groups; by way of illustration, the provisional bylaws of the CLEVNET Directors' Advisory Panel and the CLEVNET Directors' Advisory Group are attached hereto as Schedule B. Contract Library acknowledges that the CLEVNET System requires that the same products and services are provided to CPL and to all CLEVNET Contract Libraries. Decisions concerning the CLEVNET System will be made by CPL with the broadest consensus possible among CPL and all CLEVNET Contract Libraries. CPL's decision will control if consensus among CPL and all CLEVNET Contract Libraries respecting any CLEVNET System issue has not occurred or is not possible in CPL's commercially reasonable judgment. Contract Library will have a remedy in the event Contract Library is ever dissatisfied with CPL's administration of the CLEVNET System and/or the products and services offered as part of the CLEVNET System, *i.e.*, Contract Library may terminate the Term with the requisite notice to CPL as provided under Paragraph 5(a) below, though Contract Library is first encouraged to avail itself of the CLEVNET Directors' Advisory Panel and the CLEVNET Directors' Advisory Group to resolve or mitigate disputes.

3. Installation; Provided Services; and Excluded Services.

(a) **Installation.** To the extent that the CLEVNET System, or any component thereof, has not been installed as of the Effective Date at Contract Library's primary physical location, on a date and at a time to be mutually agreed upon by CPL and Contract Library after complete execution of this Agreement, CPL will deliver to Contract Library at its primary physical location the CPL Hardware, and the CPL Software, and will connect Contract Library's access equipment (which Contract Library has purchased or will purchase at its sole expense) and ensure that the CLEVNET System is fully functioning through Contract Library's access equipment and generally through an Internet connection. A description of the access equipment Contract Library must purchase or procure to make the CLEVNET System functional on the Effective Date (to the extent that Contract Library is not already in possession of such equipment) is set forth on Schedule C. CPL will assist Contract Library, and act on its behalf, to establish a connection to the CLEVNET System through the Ohio Public Library Information Network (OPLIN).

(b) **Training.** If requested by Contract Library during the Term, on a mutually agreeable date and at a mutually agreeable time, CPL will provide to Contract Library free of charge, during normal business hours, reasonable training on the use of the CLEVNET System.

(c) **Reports.** During the Term, CPL will provide Contract Library with the reports described on Schedule D, attached hereto.

(d) **Maintenance; Availability.** During the Term, CPL will maintain the CLEVNET System and will exercise commercially reasonable efforts to cause the CLEVNET System, including, without limitation, the Bibliographic Database and the Patron Database, to be accessible to Contract Library's employees and Contract Library's Patrons during Contract Library's normal business hours; provided, however, that Contract Library acknowledges that the CLEVNET System may, for technological reasons (including, without limitation, for reasons due to routine maintenance, major upgrades to the CLEVNET System software, emergency repair, or as a result of public emergencies or acts of God, or for power failure, or for any other reason) be temporarily unavailable to Contract Library. Notwithstanding anything to the contrary in this Agreement, Contract Library expressly acknowledges that CPL will not be liable, including without limitation for any consequential damages, even if CPL has been advised in advance of the possibility of such damages, for any disruptions of service respecting the CLEVNET System for any reason or for no reason at all, no matter how long in duration such disruptions in service, if any, last.

(e) **Pro Rata Adjustment of Fees.** CPL will make a pro rata adjustment of Fees (discussed in Section 6 of this Agreement) respecting any interruption of service (not due to the negligence of Contract Library and not as a result of major upgrades to the CLEVNET System software, or public emergencies or acts of God, including, without limitation, power failure) that continues for more than twenty-four (24) hours and that is brought to the attention of CPL's Automation Administrator and/or Deputy Director in writing, which may be by e-mail communications (so long as receipt is confirmed by return e-mail), within five (5) business days after said interruption of service. For purposes of determining a pro rata adjustment, every month will be considered to have thirty (30) days. CPL will endeavor to implement major upgrades to the CLEVNET System Software on weekends with reasonably sufficient notice to Contract Library (which notice may be by e-mail communications).

4. Bibliographic Database and Patron Database Content.

(a) Bibliographic Database. Contract Library may request additions to, and modifications of, the Bibliographic Database as it pertains to Contract Library's books or other articles, or all or any of them; provided, however, that all additions to, and modifications of, the Bibliographic Database will be made by CPL except in the following cases (where Contract Library may make the changes itself or may request CPL to make the changes on Contract Library's behalf): (i) when brief records (as such term is commonly understood in the library community) are required in connection with the acquisition of new library materials; (ii) when brief records are required to circulate classes of materials not fully catalogued, e.g., individual issues of periodicals; and/or (iii) when brief records are required to circulate materials that reside in Contract Library's CLEVNET Contract Library but do not exist in the Bibliographic Database. To the extent that Contract Library requests CPL to make spelling or punctuation changes or other typographical changes to the Bibliographic Database there will be no charge. Additional charges will be assessed for all other changes to the Bibliographic Database requested by Contract Library (such charges will be communicated by CPL to Contract Library upon Contract Library's request). CPL will execute any additions or modifications to the Bibliographic Database at Contract Library's request within a commercially reasonable time after receiving Contract Library's request(s), not to exceed thirty (30) days.

(b) Patron Database. Contract Library will be solely responsible for registering Patrons of Contract Library's CLEVNET Contract Library in the Patron Database and for making any necessary additions or modifications to the Patron Database as may be required to maintain the accuracy and integrity of the Patron Database or as may be required to comport with privacy obligations (more fully discussed in Section 9 of this Agreement). Contract Library will undertake any such additions or modifications without affecting the records or files of other CLEVNET Contract Libraries' Patrons.

5. Term and Termination.

(a) Term. The initial term (the "Initial Term") of this Agreement will commence on the Effective Date and will continue until January 31, 2012. Unless either Party will have given notice (a "Termination Notice") to the other Party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term (as hereinafter defined), as the case may be, this Agreement will continue for additional one (1) year periods commencing each February 1 (each, a "Renewal Term," and together with the Initial Term, the "Term"); provided that the Initial Term and the Renewal Term together shall not exceed five (5) years. Notwithstanding the previous sentence, should Contract Library give its Termination Notice, Contract Library may request in writing from CPL that it thereafter be permitted to license and use the CLEVNET System from CPL on a month-by-month basis (up to six (6) additional months only). Contract Library must specify in its request how many additional months it wishes to license and use the CLEVNET System and, if accepted by CPL, the stated period will be binding on the Parties. In all other respects, the terms and conditions of this Agreement will govern. CPL will decide, in its sole discretion, whether to grant such request for an additional license and use (CPL's decision will be communicated in writing to Contract Library by CPL as soon as practicable after receiving Contract Library's written request; should the request be granted by CPL, then the term "Term" will mean and include such additional month(s)).

(b) Termination. This Agreement may be terminated (including, without limitation, during the Term) without the necessity of giving the requisite Termination Notice discussed in Section 5(a) above under the following circumstances:

(i) Material Breach; Cure Period. If either Party commits a material breach of this Agreement, the non-breaching Party will provide written notice to the breaching Party identifying the breach. If the breaching Party fails to cure the breach within sixty (60) days after receipt of written notice from the non-breaching Party, the non-breaching Party will have the right to terminate this Agreement immediately upon written notice. The right to terminate will be in addition to and will not be in lieu of any other remedies available to the Parties under this Agreement or in law or equity; or

(ii) Insolvency. If either Party ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of, or becomes subject to, any process under the federal bankruptcy laws or any other statute of any state relating to the protection of the rights of creditors or debtors, then, at the option of the other Party, this Agreement will immediately terminate upon written notice by the other Party to such Party.

(c) Effect of Expiration or Termination of the Term. Upon the expiration or termination of the Term, Contract Library will immediately discontinue access to or use of the CLEVNET System, and any component thereof, and will deny access to or use of the CLEVNET System by any employee or Patron. In addition, Contract Library will immediately discontinue use of the Mark (as defined in Section 7) and will, within two (2) weeks of the expiration or termination of the Term, return to CPL, or will destroy, all materials, printed or otherwise, bearing the Mark. Further, within two (2) weeks of the expiration or termination of the Term or upon CPL's request (whichever occurs later), Contract Library will provide CPL's representative(s) with access to Contract Library's CLEVNET Contract Library site with reasonable advance notice during normal business hours, including, without limitation, access to Contract Library's access equipment, to remove and uninstall the CLEVNET System, and every component thereof, including, without limitation, the Bibliographic Database, the Patron Database, the CPL Hardware, and the CPL Software. To the extent any materials, electronic, printed or otherwise, bearing any component of the CLEVNET System or consisting of any of CPL's intellectual property remains in Contract Library's possession after CPL has acted to remove and uninstall the CLEVNET System, Contract Library will immediately return to CPL, or will destroy, such materials.

(d) Transition of Records after Termination. Upon the expiration or termination of the Term, subject to an additional charge (discussed below), CPL will extract the Patron Database pertaining solely to Contract Library's Patrons from the CLEVNET System, will remove such records from the CLEVNET System's Patron Database, and, upon Contract Library's request, will deliver such records (at a time and place that will be mutually agreed upon by CPL and Contract Library) to Contract Library in a file. Further, upon the expiration or termination of the Term, subject to an additional charge (discussed below), CPL will also extract the bibliographic records pertaining solely to Contract Library, will remove such records from the CLEVNET System's Bibliographic Database, and, upon Contract Library's request, will deliver such records (at a time

and place that will be mutually agreed upon by CPL and Contract Library) to Contract Library in a file. The Parties acknowledge that the method used to extract and transfer both Patron records and bibliographic records will depend on third party vendor cooperation. By way of illustration and not limitation, should CPL's vendor, SirsiDynix, extract such records in such event, then SirsiDynix will charge CPL for the service and CPL will pass such charges on to Contract Library. Contract Library acknowledges that CPL may, in its discretion, notify Contract Library's Patrons via e-mail, or via any other reasonable means, that Contract Library's Patrons will not be able to put a hold on other CLEVNET Contract Libraries' materials within a certain time period (to be mutually agreed upon by CPL and Contract Library) prior to the expiration or termination of the Term and will not be able to access the CLEVNET System at all upon the expiration or termination of the Term. CPL and Contract Library will cooperate with each other in good faith to ensure the smoothest transition reasonably possible in the event of Contract Library's withdrawal from the CLEVNET System, *i.e.*, upon the expiration or termination of the Term.

6. **Fees.** For the license granted by Licensor pursuant to this Agreement, Licensee shall pay to Licensor the amount of Eighteen Thousand Two Hundred Sixty Dollars and Thirteen Cents (\$18,260.13) for the Initial Term (the "License Fee"), which shall be paid in monthly installments as invoiced by Licensor; said invoices to be due and payable upon receipt. CPL may increase or reduce the License Fee for any Renewal Term, provided that CPL will notify Contract Library at least ninety (90) days before the expiration of the Initial Term or any Renewal Term, of the amount of the Fees to be paid by Contract Library during any subsequent Renewal Term. Contract Library will pay the Fees on a monthly basis and within thirty (30) days after receipt of CPL's monthly invoice. Charges for additional products, materials, or services not contemplated in this Agreement will be communicated by CPL to Contract Library upon Contract Library's request. Contract Library will pay CPL within thirty (30) days after receiving CPL's invoice for such additional products, materials, or services performed.

7. **Ownership of CLEVNET System and CLEVNET™ Trademark.** Contract Library acknowledges that CPL is the sole owner of the CLEVNET System, and every component thereof, including, without limitation, the Bibliographic Database and the Patron Database (other than as expressly discussed below), and of the CLEVNET™ mark (the "Mark"), and Contract Library will not act, or refrain from acting, in any manner inconsistent with CPL's ownership of or interest in the CLEVNET System. Contract Library will not modify the code of the CPL Software in any way. Contract Library will not reverse engineer, decompile or disassemble the CPL Software or any portion of it. Contract Library will execute all documents as reasonably requested by CPL, and will otherwise cooperate with CPL, to evidence, register or perfect such ownership. After the Term, Contract Library will retain ownership of any data in the Bibliographic Database for which Contract Library paid CPL a fee to input into the CLEVNET System as a new file or record (discussed in Section 4(a)), any data in the Patron Database which is the result of additions or modifications Contract Library made pursuant to Section 4(b), and any other records discussed in Section 5(d). Subject to the terms and conditions of this Agreement, CPL hereby grants to Contract Library, during the Term, a non-exclusive, non-transferable, royalty-free, worldwide license to use, publicly display, transmit, distribute and reproduce the Mark in accordance with CPL's trademark usage policies and procedures, solely in connection with Contract Library's and Contract Library's Patrons' use of the CLEVNET System. Contract Library acknowledges and agrees that this Agreement does not grant, assign, transfer or convey to Contract Library any rights, title or interest in the Mark except the limited right to use

the Mark subject to the terms and conditions of this Agreement, and that any and all goodwill associated with the use of the Mark will inure to CPL. Contract Library will not do or permit any act by any person, employee, agent or contractor under its control that may impair or affect the validity of the Mark. Contract Library will promptly notify CPL of any infringement or unauthorized use of the CLEVNET System, the Mark, or other intellectual property of CPL that comes to Contract Library's attention, including any infringement or unauthorized use by one of its employees or Patrons.

8. Representations, Warranties; Limitation of Liability.

(a) Representations and Warranties.

(i) Power and Authority. Each Party represents and warrants to the other Party that (a) it has all requisite power and authority to enter into this Agreement and consummate the transactions contemplated hereby; (b) this Agreement is a valid and binding obligation enforceable against such Party in accordance with its terms; and (c) neither the execution, delivery and performance of this Agreement and the other agreements and instruments contemplated hereunder, nor the consummation of the transactions contemplated hereby will violate or conflict with or constitute a default under any contractual obligation applicable to such Party.

(ii) No Misrepresentations. Each Party represents and warrants to the other Party that it will not misrepresent any aspect of the products or services of the other Party.

(iii) Employees/Agents. Each Party represents and warrants to the other Party that it will require its employees, agents and contractors to comply with the terms of this Agreement.

(iv) Legal Compliance. Each Party represents and warrants to the other Party that it will comply with all applicable federal, state and local laws in the performance of its obligations under this Agreement, and it will not knowingly commit any act that would bring the other Party into public disrepute. Notwithstanding anything to the contrary in this Agreement, in the event any provision of this Agreement conflicts with any provision of the Patriot Act or Ohio Revised Code 149.432, the applicable provision(s) in the Patriot Act or Ohio Revised Code 149.432, as the case may be, will control.

(v) Intellectual Property. CPL represents and warrants to Contract Library that, to the best of its knowledge, the intellectual property that will be used in the performance of its services and obligations under this Agreement does not violate the rights or interests of any third party. Contract Library represents and warrants to CPL that, to the best of its knowledge, the content of Contract Library's Patron Database does not violate the rights or interests of any third party, including without limitation any privacy rights of any Patrons.

(vi) No Express or Implied Warranty. THE CLEVNET SYSTEM IS PROVIDED "AS IS." NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CPL MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CLEVNET

SYSTEM, OR ITS CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY CONTRACT LIBRARY. FURTHER, CPL DOES NOT WARRANT THAT THE CLEVNET SYSTEM WILL MEET CONTRACT LIBRARY'S REQUIREMENTS OR OPERATE IN THE COMBINATIONS WHICH CONTRACT LIBRARY MAY SELECT FOR USE, OR THAT THE OPERATION OF THE CLEVNET SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE OR VIRUS-FREE. Nothing in this Section 8(a)(vi) will supersede CPL's obligations recited in Section 3(d) of this Agreement.

(b) Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN THE EVENT THAT ANY DATA WITHIN THE BIBLIOGRAPHIC DATABASE OR THE PATRON DATABASE FOR WHICH CONTRACT LIBRARY WILL HAVE PAID FEES, AND IN PARTICULAR AN INPUT FEE, BE LOST, DAMAGED, OR ALTERED, CPL'S SOLE OBLIGATION WILL BE TO REINSTALL SUCH DATA AND CONTRACT LIBRARY EXPRESSLY ACKNOWLEDGES THAT CPL WILL NOT BE LIABLE TO CONTRACT LIBRARY, AS A RESULT OF LOST, DAMAGED, OR ALTERED DATA, FOR DAMAGES, WHETHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL, EVEN IF CPL HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY, BASED ON CONTRACT, TORT OR OTHERWISE, FOR LOSS OF REVENUES, LOST PROFITS, LOST SAVINGS, OR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECULATIVE, SPECIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED AS TO THE LIKELIHOOD OF SUCH LOSS OR DAMAGE. NEITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL EXCEED THE AGGREGATE AMOUNT THAT CONTRACT LIBRARY HAS PAID UNDER THIS AGREEMENT REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON AN ACTION IN CONTRACT, WARRANTY, STRICT LIABILITY, TORT OR OTHERWISE.

9. Confidentiality.

(a) Obligations. CPL acknowledges that Contract Library is an agency of Cuyahoga County and is, therefore, subject to Ohio public records laws including, without limitation, Ohio Revised Code Section 149.43, *et seq.* (the "Ohio Public Records Laws"). CPL and Contract Library, in accordance with Ohio Public Records Laws, will: (i) hold in strict confidence any and all data pertaining to Patrons in the Patron Database; (ii) not release any data pertaining to Patrons in the Patron Database to third parties except where the failure to release such data would violate any law (Contract Library acknowledges that data pertaining to Patrons, including without limitation Contract Library's Patrons, may be accessible by other CLEVNET Contract Libraries and their employees or agents); (iii) not make use thereof of any such information for any purposes other than those contemplated by this Agreement; and (iv) establish and maintain commercially reasonable security measures to ensure that any and all data pertaining to Patrons in the Patron Database to which CPL and Contract Library, and their employees or agents, have access, or which is in their possession, custody, or control, is secure at all times. Should CPL or Contract Library provide, for good reason or pursuant to law or a court order or an order of any regulatory body, third parties with access to data pertaining to Patrons, including without

limitation Contract Library's Patrons, CPL or Contract Library (in accordance with Ohio Public Records Laws), as the case may be, will exert commercially reasonable efforts to ensure that the receiving parties will be obligated to keep such information confidential in at least as stringent a manner as CPL and Contract Library are obligated to keep such information confidential under this Agreement.

(b) Privacy Policy. CPL and Contract Library either each has developed, or will develop, prior to executing this Agreement, a Privacy Policy that protects any and all data pertaining to Patrons in the Patron Database in at least as stringent a manner as the form of Privacy Policy attached hereto as Schedule E; provided that Contract Library's Privacy Policy shall be consistent with Ohio Public Records Laws. CPL and Contract Library will publish and/or make available their Privacy Policies to new Patrons registered by CPL and Contract Library, as the case may be, and will cause their employees and agents to abide by such Privacy Policies. Contract Library will exert commercially reasonable efforts to encourage Contract Library's Patrons to keep their personal data current in the Patron Database. CPL and Contract Library will also require all of their employees and agents to hold any and all data pertaining to Patrons in the Patron Database in strict confidence in accordance with the provisions of this Agreement. The confidentiality obligations concerning Patron Database data will survive the expiration or termination of this Agreement.

(c) Required Disclosure. If any Party becomes required under compulsion of any law, an order of any court, or an order of any regulatory body, or other recognized arbiter, to disclose Patron Database data, the Party required to disclose will exert its reasonable best efforts to not disclose such information until the other Party has first received prompt written advance notice of such request to disclose. The Party requested or required to disclose Patron Database data will provide the other Party with written notice within seven (7) days after receipt of any subpoena, discovery request, or other demand for information that would require, or may reasonably be expected to involve, the disclosure of any Patron Database data. Nothing in this Section 9(c) will be interpreted to prevent or even limit the release of Patron Database data by a Party in connection with the requirements of the Patriot Act or Ohio Revised Code 149.432, or both, or in connection with the requirements of any other federal, state, or municipal statute.

(d) Confidentiality of Patron Database; Injunctive Relief. The Parties acknowledge that any and all information pertaining to Patrons in the Patron Database constitutes valuable, special and personally identifiable information of Patrons entitled to a reasonable expectation of privacy and that, during and after the Term, both CPL and Contract Library will, in accordance with Ohio Public Records Laws, maintain, and will cause all employees and agents to maintain, the confidentiality of any and all data pertaining to Patrons in the Patron Database. The Parties hereby acknowledge, recognize and agree that irreparable injury may result to the non-breaching Party and its business if the other Party breaches any provision of this Agreement, including, without limitation, this Paragraph 9(d), such that money damages alone would not be sufficient remedy for any such breach. Each Party hereto therefore agrees that if it should engage, or cause or permit any other person or entity to engage, in any act in violation of any provision hereof, the other Party shall be entitled to an injunction prohibiting the breaching party from engaging in any such act or specifically enforcing this Agreement, as the case may be. Notwithstanding anything to the contrary in this Agreement, either CPL or Contract Library will be permitted to use Patron Database data, including Patrons registered by Contract Library, for statistical purposes provided

that the actual identity of Patrons is not publicly disseminated.

10. General.

(a) Choice of Law. The Agreement will be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principles of conflicts of laws.

(b) Arbitration. In the event that a dispute should arise between CPL and Contract Library in connection with this Agreement, then such dispute will be resolved by binding arbitration held in Cleveland, Ohio, with one arbitrator selected, pursuant to the commercial rules of the American Arbitration Association. The decision of the arbitrator will be final, binding and conclusive upon CPL and Contract Library. All costs of any such arbitration will be divided equally between CPL and Contract Library, except that each will be responsible for the costs and fees of its own counsel and experts. In the event that either Party in an arbitration will desire to engage in discovery or cause the proceedings to be transcribed, then the Party seeking such discovery or transcription will be solely responsible for all costs associated therewith.

(c) Independence. Notwithstanding the fact that the relationship among CPL and the CLEVNET Contract Libraries may be characterized as a consortium, *i.e.*, an agreement among CPL and a combination or group of CLEVNET Contract Libraries to undertake an enterprise beyond the resources of CPL or any CLEVNET Contract Library, this Agreement is not intended to, and does not, create a partnership, franchise, joint venture, or agency, between CPL and Contract Library and/or among CPL and the CLEVNET Contract Libraries other than one of independent contractor. Neither Party will hold itself out as the legal representative, agent, or employee of the other Party for any purpose whatsoever. Neither Party has the authority to assume, create, incur, or otherwise effect any obligation or liability on behalf of the other Party unless authorized in writing to do so.

(d) Equal Opportunity. In all hiring made possible by or resulting from this Agreement, respecting both CPL and Contract Library, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, age, sex, sexual preference, national origin, or handicapped status.

(e) Acts Beyond Control. Neither Party will be liable for any failure or delay in its performance under this Agreement to the extent said failures or delays are proximately caused by events wholly beyond that Party's reasonable control and occurring without its fault or negligence, including, without limitation, war, strikes, fires, floods, terrorism, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers and/or any other cause beyond the reasonable control of the Party whose performance is affected; provided that, as a condition to the claim of non-liability, the Party experiencing the difficulty will give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, but in any case not in excess of thirty (30) days.

(f) Notices. Any notice required or permitted under this Agreement will be in writing and will be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express or other recognized overnight courier service, and addressed to the Party to be notified at the below address or to such other address of which the Parties may have given notice in accordance with this Section 10(f). All notices and other communications required or permitted under this Agreement will be deemed given when delivered personally, or one (1) day after being deposited with Federal Express or another recognized overnight courier service, or five (5) days after being deposited in the United States mail, postage prepaid.

Unless otherwise specified in this Agreement, notices to CPL will be delivered to:

Cleveland Public Library
325 Superior Avenue
Cleveland, OH 44114-1271
Attention: Deputy Director

Unless otherwise specified in this Agreement, notices to Contract Library will be delivered to:

Cuyahoga County Law Library Resources Board
1 W. Lakeside Avenue, Floor 4
Cleveland, OH 44114
Attention: Librarian & Chief Administrator

(g) Assignment. Neither Party may assign, sublicense or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

(h) Amendments; Failure to Enforce. No amendment, modification, or alteration of the terms or provisions of this Agreement will be binding unless the same is in writing and duly executed by the Parties hereto. The failure of either Party to enforce, at any time, any of the provisions of this Agreement, or to exercise any of its rights, will not be construed as of a waiver of such provision.

(i) Survival. Sections 5(c), 7, 8, and 9 will survive the expiration or termination of the Term.

(j) Headings. The headings of the various sections of this Agreement have been inserted for ease of reference only and will be deemed not to be a part of this Agreement.

(k) Counterparts. This Agreement may be executed in counterparts, all of which when taken together will constitute one fully executed agreement.

(l) Entire Agreement. This Agreement embodies the complete agreement between the Parties with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations among the Parties, written or oral, which may have related to the subject matter hereof in any way. To the extent that the provisions of any bylaws of the

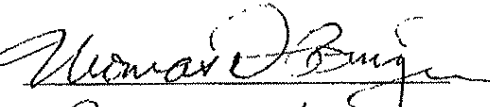
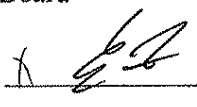
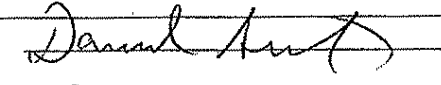
CLEVNET Directors' Advisory Panel, the CLEVNET Directors' Advisory Group, and/or certain special interest groups involving CPL and the CLEVNET Contract Libraries conflict with the provisions of this Agreement, the provisions of this Agreement will control. Any and all prior agreements between CPL and Contract Library pertaining to the CLEVNET System or any component thereof, including, without limitation, the Prior Agreement, are hereby terminated and superseded by this Agreement.

(m) Recitals; Schedules. The "Recitals" as set forth above and the Schedules attached hereto are hereby incorporated herein by reference into the terms of this Agreement.

(n) Electronic Signature. The Parties agree to conduct this transaction by electronic means and agree that all documents requiring signatures by the County may be executed by electronic means, and that the electronic signatures affixed by the County to this Agreement shall have the same legal effect as if that signature was manually affixed to a paper version of this Agreement. The Parties also agree to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

11. Severability. If any provision of this Agreement is held invalid, void or unenforceable under any applicable statute or rule of law, it will to that extent be deemed omitted, and the balance of this Agreement will be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

<p>"CPL"</p> <p>The Cleveland Public Library</p> <p>By: <u></u></p> <p>Its: <u>President</u></p> <p>and</p>	<p>"CONTRACT LIBRARY"</p> <p>Cuyahoga County Law Library Resources Board</p> <p>By: <u></u></p> <p>Its: Edward FitzGerald</p> <p>And County Executive</p>
<p>By: <u></u></p> <p>Its: <u>Rushes Manges</u></p>	<p>By: _____</p> <p>Its: _____</p>

Schedule A

CPL will provide necessary hardware so that the CLEVNET System will function for Contract Library, its employees and Patrons. The below list is an exemplary list only and may change over time. CPL, in its sole discretion, will select what type of CPL Hardware CPL will provide to Contract Library to make the CLEVNET System operational.

Active networking components, including but not limited to:

Routers

Switches

Wireless access points

Firewalls

Central Site Servers

Schedule B

Provisional Bylaws of CLEVNET Directors' Advisory Panel and CLEVNET Directors' Advisory Group

Purpose and Organization of the CLEVNET Directors' Panel and the CLEVNET Directors' Advisory Group

Purpose ~

1. To promote a means whereby CLEVNET Contract Libraries and Cleveland Public Library (CPL) can exchange information, experience and concepts for mutual benefit.
2. To provide a forum for Automation Staff and Cleveland Public Library to share information and discuss new project ideas.
3. To provide input to CPL and CPL Automation Staff from the CLEVNET Contract Libraries to assist in improving current system operations and addressing service and performance issues, as well as provide recommendations toward future system development and improvement.
4. To gather information regarding automated system issues and performance to share with CPL Automation and the system vendor.
5. To provide a forum for discussion of potential CLEVNET-wide projects that fall outside the basic CLEVNET System Agreement, but offer opportunities for collaboration for the benefit of all.

Key Entities --

CLEVNET - CLEVNET Contract Libraries and CPL sharing in the benefits of Cleveland Public Library's automation system as defined in the CLEVNET System Agreement. Cleveland Public Library (CPL) owns the system and provides automation services to each CLEVNET Contract Library.

CLEVNET Directors' Advisory Group - The directors or director representatives of CLEVNET Contract Libraries and CPL meet periodically with CPL Automation Staff for updates and discussion on automation system operations and other CLEVNET projects. The CLEVNET Directors' Advisory Group occasionally votes on policies and procedures affecting their mutual use of the CLEVNET System or promoting better quality public service.

CLEVNET Directors' Panel - A subgroup of the CLEVNET Directors' Advisory Group consisting of 5 directors of CLEVNET Contract Libraries, and a representative from CPL, who work with CPL Automation Staff to resolve user and operational issues and help plan future growth and projects. The Directors' Panel members also act as liaisons between the SIGs and the Directors' Advisory Group.

Special Interest Groups (SIGs) - SIGs on various topics of interest to all CLEVNET Contract Libraries and CPL (such as circulation, technical services and technology issues) that allow input and the exchange of information at the departmental or specific service level. Each CLEVNET Contract Library is responsible for sending a representative to SIG meetings to exchange information, resolve issues, share best practices and work on projects to make the shared automation system work more effectively for all CLEVNET Contract Libraries and CPL. SIGs will work out procedural details, recommend policies to the CLEVNET Directors' Panel and develop group training to promote the best use of CLEVNET System resources

CLEVNET Online Resources Committee (CORC) - A committee selected by the CLEVNET Directors' Panel with recommendation from CPL Automation Services. CORC is tasked with evaluating database needs and resources and choosing the subscriptions which best meet the needs of CLEVNET Libraries within the electronic resources budget. The committee is selected to best represent the variety of CLEVNET Contract Library sizes, budgets and geographic areas.

CLEVNET Marketing/Public Relations Committee (CMPR) - A committee selected by the CLEVNET Directors' Panel, with recommendation from CPL Administration's Representative. CMPR is tasked with determining the marketing needs of CLEVNET Contract Libraries and CPL for CLEVNET system resources and services, and with recommending marketing strategies and activities to promote public awareness and use of those services and resources. The Committee is selected to represent the variety of CLEVNET Contract Library sizes, budgets and geographic areas. CMPR makes recommendations, including an estimated budget for the coming contract year, to the CLEVNET Directors' Panel.

Ad Hoc Committees - Other committees may be formed as needed from time to time by the CLEVNET Directors' Panel to address specific topics.

CLEVNET Extranet - The CLEVNET Extranet provides a central location for meeting information, minutes, policy decisions, committee planning and projects, and general communications from the CPL Automation Staff and CLEVNET Contract Libraries. CLEVNET Contract Libraries and CPL are encouraged to provide Extranet access for all staff.

Membership -

The **CLEVNET Directors' Advisory Group** will consist of the director of each CLEVNET Contract Library or a designated representative. One representative from each CLEVNET Contract Library should be empowered to speak and vote on behalf of the library during meetings.

The **CLEVNET Directors' Panel** will consist of 5 directors of CLEVNET Contract Libraries representing the geographic regions and varying sizes of CLEVNET Contract Libraries and one representative of CPL. (See Appendix A)

CLEVNET Directors' Panel members will serve for three years with rolling replacements. (See Appendix A) Members may serve multiple terms if other candidates are not available or willing to serve at the end of a term. The Director of any CLEVNET Contract Library may volunteer to serve on the Directors' Panel. The CLEVNET Directors' Advisory Group will vote

for new members from the volunteers. If a member does not complete his term, a new member will be chosen by the CLEVNET Directors' Panel to complete the term with an emphasis on balancing representation based on size, budgets, single or multi-building systems and geographic region.

SIG membership is open to one or more interested staff from each CLEVNET Contract Library and CPL. Each library should designate one staff member as the voting representative to each SIG. Representatives from two CLEVNET Contract Libraries and CPL will serve as Co-Chairs of the SIG for rotating two-year terms. Co-Chairs will be chosen from volunteers by the group. A member of the CLEVNET Directors' Panel will act as liaison to the SIG.

Meetings -

Quarterly meetings of the **CLEVNET Directors' Advisory Group** will be held generally on the last Friday of January, April, July and October. Quarterly meetings are organized and run by the CLEVNET Directors' Panel. The CLEVNET Directors' Advisory Group may schedule other meetings as needed. Employees of CLEVNET Contract Libraries and CPL may attend the meetings and participate in open discussion. Only the designated library representative will participate in votes necessary to measure consensus or adopt policies and procedures.

The **CLEVNET Directors' Panel** will meet every other month, or more frequently as needed, with CPL Automation Staff. The Directors' Panel will choose one member to serve as Chairperson for a 2-year term. The Chairperson will set the meeting agendas and report to the Directors' Advisory Group on Panel activities. The Directors' Panel will establish SIGs and committees and appoint representatives to CORC as needed.

SIGs - Each SIG will meet at least twice each year on dates coordinated with CPL Automation Staff. Employees of CLEVNET Contract Libraries and CPL may attend the meetings and participate in open discussion. Only the designated library representative from each CLEVNET Contract Library and CPL will participate in votes necessary to measure consensus.

Programs and Services -

From time to time, CPL or CLEVNET Contract Libraries will discover new programs or services that could potentially benefit all CLEVNET Contract Libraries and CPL and can be offered utilizing the capabilities of the automated system. Contract Libraries are encouraged to bring these ideas to the CLEVNET Directors' Panel or the Directors' Advisory Group for discussion. CLEVNET Contract Libraries, however, should not contract for new services that could impact CLEVNET services as a whole without evaluation by CPL's Automation Services. SIRSI and other automation products, whether used by one CLEVNET library or all, impact server maintenance, capacity, and support. Contracts for SIRSI and automation products will be established by CPL for CLEVNET Contract Libraries and CPL, assuring Automation Service's schedules and staffing, as well as system requirements are taken into account in any plans.

APPENDIX A

Regional Representation in the CLEVNET Director's Panel

Eastern Communities - 2 Representatives

Rotating 3-year terms with one representative to be elected in April 2009 and one in April 2010

- Burton Public Library
- Cleveland Heights-University Heights Public Library
- Cleveland Law Library
- East Cleveland Public Library
- Euclid Public Library
- Fairport Public Library
- Global Issues Resource Center
- Hawken School
- Kirtland Public Library
- Madison Public Library
- Perry Public Library
- Shaker Heights Public Library
- Wickliffe Public Library
- Willoughby-Eastlake Public Library

Western Communities - 2 Representatives

Rotating 3-year terms with one representative to be elected in April 2008 and one in April 2010

- Bellevue Public Library
- Birchard Public Library
- Clyde Public Library
- Elyria Public Library
- Huron Public Library
- Lorain Public Library
- Milan-Berlin Township Public Library
- Ritter Public Library
- Sandusky Library

Southern Communities - 1 Representative

Representative to be elected every 3 years beginning April 2008

- Hudson Library & Historical Society
- Medina County Public Library
- Orrville Public Library
- Peninsula Library
- Twinsburg Public Library
- Wayne County Public Library

CPL Representative - appointed by Cleveland Public Library

Schedule C

Description of Contract Library's required access equipment

PC Workstations, meeting currently posted requirements

Barcode scanners/readers

Patron self-service equipment

Printers

Servers for purposes specific to the Contract Library's local needs, such as local network/file servers, web server hardware, etc.

Racks and patch panels for mounting active network components in closets

Storage area networks for local use

Schedule D

The types of reports listed below will be provided as of the Effective Date. On a going-forward basis, the types of reports CPL will provide to Contract Library and the frequency of those reports will be subject to the process discussed in Paragraph 2(b).

Standard monthly and annual statistical reports, including but not limited to:

- Monthly and annual circulation counts
- Monthly and annual registration counts
- Quarterly and annual collection counts

Standard reports and notifications to support maintenance of collections, including but not limited to:

- Listings of missing items
- Listings of items in transit for an excessive amount of time
- Listings of items not checked out since a specified date

Standard notification to patrons, including but not limited to:

- Items that are due soon (email only)
- Overdue items
- Bills for long overdue items
- Materials available on hold
- Holds that cannot be filled

Custom reports developed in consultation with CPL staff

Schedule E

Form of Privacy Policy

PRIVACY POLICY

Introduction

The Cleveland Public Library and its branches ("CPL") have made a commitment to protect the privacy of its patrons and the privacy of the users of CPL's web site. Earning and keeping the trust of patrons of the library, including when using CPL's web site or when visiting CPL or its branch libraries, is important to CPL. CPL wants its patrons to understand what types of information are gathered, how this information is used and protected, and how patrons can control its use. This Privacy Policy describes what CPL does with information it obtains from, and about, patrons (including users of CPL's web site). By sharing information with CPL, whether at a library or through CPL's web site, users agree to be bound by the terms and conditions of this Privacy Policy.

For any and all patrons who have previously shared personally identifiable information (defined below) with CPL, this Privacy Policy informs how such information is being used and protected. Please read below to learn how patrons can request changes or even deletions to such information.

Categories of Personally Identifiable Information CPL Collects

Patrons' personally identifiable information may be retained by CPL whenever a patron voluntarily provides such information to CPL, including, without limitation, when such information is provided by a patron through CPL's web site or in person at one of CPL's branch libraries or facilities. Information that may be retained by CPL includes, without limitation, patron names, addresses, telephone numbers, driver's license numbers, social security numbers, or e-mail addresses, or all or any of them (jointly and severally, "personally identifiable information").

CPL may also gather certain anonymous data from users to help CPL better understand how CPL's web site is being used and how CPL can improve it. This automatically-gathered data may include a user's computer's Internet domain address and any content a user views on the web site, and the kind of browser used. However, individual users will remain anonymous unless the user voluntarily tells CPL who he or she is.

CPL reserves the right to use "cookies" on CPL's web site. These are small files that may be sent to and stored on a user's computer so that CPL may recognize the user's computer as a unique machine the next time the user visits the web site. For example, CPL may use cookies to enable CPL to store information related to a particular patron's preferences for hold requests, e.g., the patron's computer's IP address may be automatically recognized and the patron's preferred pick-up location may be offered as a default.

In addition, CPL may compile certain statistical data concerning patrons and their use of the library and CPL's web site to better manage circulation, CPL's services, and CPL's programs

(collectively, "Statistical Data"). CPL may share Statistical Data with third parties who fund CPL's services.

CLEVNET Network - Use of Personally Identifiable Information

CPL's CLEVNET Network is an integrated computer system consisting of, among other things, computer hardware, various computer software programs, and various database and automation services that together act as a library information management system that, in the aggregate, provides various Ohio libraries (collectively, "CLEVNET Contract Libraries") and their patrons with a variety of benefits, including, without limitation, access to an online catalog database uniting CPL's and other CLEVNET Contract Libraries' books and other holdings. Personally identifiable information provided to CPL, whether provided through CPL's web site or in person at a library facility, is maintained by CPL; however, it is accessible by all CLEVNET Contract Libraries.

CLEVNET Contract Libraries, like CPL, are obligated to keep patrons' personally identifiable information confidential. Neither CPL nor any of the CLEVNET Contract Libraries will release personally identifiable information about patrons, including their uses of library materials and resources (whether electronic or in print, including, without limitation, circulation records) unless otherwise set forth in this Privacy Policy or unless compelled by law.

Neither CPL nor any of the CLEVNET Contract Libraries will share personally identifiable information with third parties; provided, however, that information may be shared with reputable third-party partners on a confidential basis so that they can assist CPL in providing certain services to patrons. Please remember that this Privacy Policy concerns the use of patron personally identifiable information that has been provided to CPL only. There are numerous hyperlinks contained on CPL's web site. In cases where patrons or users leave CPL's web site to visit other web sites, they should become familiar with the privacy policies of those web sites.

Further, this Privacy Policy describes the information-gathering practices of CPL and not those of any of the CLEVNET Contract Libraries. Each of the CLEVNET Contract Libraries has posted specific information concerning its information-gathering practices and patrons are encouraged to review those policies. (Each of the CLEVNET Contract Libraries have entered into agreements with CPL pursuant to which they have agreed to maintain the confidentiality of CPL's patrons' personally identifiable information and to institute privacy policies that are at least as stringent as this Privacy Policy.)

NetNotice - Generally Updating Your Information

Through CPL's "NetNotice" program, patrons may choose to receive notification of library account updates (e.g., available library holds, upcoming due dates concerning checked-out items) via e-mail. To sign up for NetNotice, [click here](#). Patrons who wish to withdraw from the NetNotice program should [click here](#).

Patrons who would like to change or even delete general information in CPL's general database may do so by [clicking here](#). To keep CPL's records current, Patrons are encouraged to update information as it becomes necessary, e.g., when a patron moves or begins using a new e-mail address.

Security

CPL has reasonable precautions in place to prevent unauthorized access to the information we collect.

Children

CPL encourages parents and guardians to be involved in the online practices of their children. Children should never share information over the Internet without first receiving permission from a parent or guardian.

Patriot Act and Other Laws

Notwithstanding anything to the contrary in this Privacy Policy, representatives of any local, state, or federal government with a valid subpoena or search warrant may obtain any patron's records. The Patriot Act imposes restrictions on libraries prohibiting library workers from informing any patron or other entity that federal agents have obtained records concerning a patron. **Notwithstanding anything to the contrary in this Privacy Policy, information may be shared with appropriate authorities if required pursuant to federal, state or local laws.**

Privacy Policy Changes

This Privacy Policy may be changed at any time without warning to accommodate new privacy policies and practices or to accommodate new CPL services. Patrons should review this Privacy Policy from time to time to stay abreast of CPL's current privacy practices.

Revised: August 15, 2007