

Pahrump Library District

Nevada Department of Taxation
1550 College Parkway, Suite 115
Carson City, NV 89706-7937

Pahrump Library District herewith submits the (TENTATIVE) ~~---~~(FINAL) budget for the
fiscal year ending June 30, 2026

This budget contains 1 funds, including Debt Service, requiring property tax revenues totaling \$ 1,341,312

The property tax rates computed herein are based on preliminary data. If the final state computed revenue limitation permits, the tax rate will be increased by an amount not to exceed 0 If the final computation requires, the tax rate will be lowered.

This budget contains 4 governmental fund types with estimated expenditures of \$ 2,238,270 and
0 proprietary funds with estimated expenses of \$ -

Copies of this budget have been filed for public record and inspection in the offices enumerated in NRS 354.596 (Local Government Budget and Finance Act).

CERTIFICATION

APPROVED BY THE GOVERNING BOARD

I Kimberly Thomas
(Printed Name)
Library Director
(Title)

certify that all applicable funds and financial
operations of this Local Government are
listed herein

Signed 

Dated: 4-14-25

SCHEDULED PUBLIC HEARING:

Date and Time May 19 2025 10:00am

Publication Date May 5, 2025

Place: Pahrump Library 701 East Street Pahrump, NV

**PAHRUMP LIBRARY DISTRICT
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2025-2026 BUDGET**

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PAHRUMP LIBRARY
BUDGET MESSAGE FOR THE 2025-2026 BUDGET

The Pahrump Library Board is submittinng herewith a budget that addresses the obligations of the ensuing fiscal year. The Pahrump Library District has one fund that receives property tax: the General

The General Fund has been budgeted with an ending fund balance of \$2,970,689 to meet the necessary obligations fo the ensuing fiscal year.

FULL TIME EQUIVALENT EMPLOYEES BY FUNCTION

	ACTUAL PRIOR YEAR ENDING 06/30/24	ESTIMATED CURRENT YEAR ENDING 06/30/25	BUDGET YEAR ENDING 06/30/26
General Government			
Judicial			
Public Safety			
Public Works			
Sanitation			
Health			
Welfare			
Culture and Recreation	11	11.33	11.33
Community Support			
TOTAL GENERAL GOVERNMENT	11	11.33	11.33
Utilities			
Hospitals			
Transit Systems			
Airports			
Other			
TOTAL	11	11.33	11.33

POPULATION (AS OF JULY 1)	42,828	43,984	43,563
Source of Population Estimate*	State	State	State
Assessed Valuation (Secured and Unsecured Only)	1,535,653,378	1,737,266,917	1,712,884,199
Net Proceeds of Mines			
TOTAL ASSESSED VALUE	1,535,653,378	1,737,266,917	1,712,884,199
TAX RATE			
General Fund	0.0987	0.0994	0.0994
Special Revenue Funds			
Capital Projects Funds			
Debt Service Funds			
Enterprise Fund			
Other			
TOTAL TAX RATE	0.0987	0.0994	0.0994

* Use the population certified by the state in March. Small districts may use a number developed per the instructions (page 6) or the best information available.

Pahrump Library District
(Local Government)

SCHEDULE S-2 - STATISTICAL DATA

LA

PROPERTY TAX RATE AND REVENUE RECONCILIATION

Fiscal Year 2025-2026

	(1) ALLOWED TAX RATE	(2) ASSESSED VALUATION	(3) ALLOWED AD VALOREM REVENUE [(1) X (2)/100]	(4) TAX RATE LEVIED	(5) TOTAL PREABATED AD VALOREM REVENUE [(2)X(4)/100]	(6) AD VALOREM TAX ABATEMENT [(5)-(7)]	(7) BUDGETED AD VALOREM REVENUE WITH CAP
OPERATING RATE:							
A. PROPERTY TAX Subject to Revenue Limitations	0.1060	1,712,884,199	1,815,657	0.0994	1,702,607	361,295	1,341,312
B. PROPERTY TAX Outside Revenue Limitations:							
Net Proceeds of Mines							
VOTER APPROVED:							
C. Voter Approved Overrides							
LEGISLATIVE OVERRIDES							
D. Accident Indigent (NRS 428.185)							
E. Medical Indigent (NRS 428.285)							
F. Capital Acquisition (NRS 354.59815)							
G. Youth Services Levy (NRS 62B.150, 62B.160)							
H. Legislative Overrides							
I. SCCRT Loss NRS 354.59813	0.0052	1,712,884,199	88,876	0.0000	-	-	-
J. Other:							
K. Other:							
L. SUBTOTAL LEGISLATIVE OVERRIDES	0.0052	XXXXXXXXXXXXXXXXXXXX	88,876	0.0000	-	-	-
M. SUBTOTAL A, C, L	0.1112	XXXXXXXXXXXXXXXXXXXX	1,904,533	0.0994	1,702,607	361,295	1,341,312
N. Debt	0.0000	XXXXXXXXXXXXXXXXXXXX					
O. TOTAL M AND N	0.1112	XXXXXXXXXXXXXXXXXXXX	1,904,533	0.0994	1,702,607	361,295	1,341,312

Pahrump Library District

(Local Government)

SCHEDULE S-3 - PROPERTY TAX RATE
AND REVENUE RECONCILIATION

Budget Summary for Pahrump Library District
(Local Government)

Page 6
Schedule A

Budget for Fiscal Year Ending June 30, 2026

Budget Summary for Pahrump Library District

(Local Government)

[illegible]

*FUND TYPES:

R-Special Revenue
C-Capital Projects
D-Debt Service
T-Expendable Trust

**** Include Debt Service Requirements in this column**

*** Capital Outlay must agree with CIP.

REVENUES	(1) ACTUAL PRIOR YEAR ENDING 06/30/24	(2) ESTIMATED CURRENT YEAR ENDING 06/30/25	(3)	(4)
			BUDGET YEAR TENTATIVE APPROVED	ENDING 06/30/26 FINAL APPROVED
Taxes				
Property Taxes	1,131,567	1,281,210	1,341,312	-
Intergovernmental				
Consolidated Taxes	186,386	188,194	184,160	-
Grants	18,737	12,697	-	-
Subtotal	205,123	200,891	184,160	-
Charges for Services				
Copies	5,802	10,000	10,000	-
Fines and Forfeitures	3,424	5,000	5,000	-
Miscellaneous				
Book Sales	25,744	10,000	10,000	-
Investment Income	112,657	-	-	-
Donations	2,412	-	-	-
Other	-	5,000	5,000	-
Subtotal Miscellaneous	140,813	15,000	15,000	-
Subtotal	1,486,729	1,512,101	1,555,472	-
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule T)				
Book Mobile	-	-	506,496	
BEGINNING FUND BALANCE	1,842,945	2,330,523	2,927,624	-
Prior Period Adjustment(s)				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	1,842,945	2,330,523	2,927,624	-
TOTAL RESOURCES	3,329,674	3,842,624	4,989,592	-
EXPENDITURES				
Culture and Recreation				
Salaries and Wages	513,061	500,000	645,750	-
Employee Benefits	247,295	240,000	282,550	-
Services and Supplies	194,757	175,000	331,800	-
Capital Outlay	44,038	-	700,000	-
Subtotal	999,151	915,000	1,960,100	-
OTHER USES:				
CONTINGENCY (not to exceed 3% of Total Expenditures)		-	58,803	-
Operating Transfers Out (Schedule T)				
ENDING FUND BALANCE:	2,330,523	2,927,624	2,970,689	-
TOTAL COMMITMENTS AND FUND BALANCE	3,329,674	3,842,624	4,989,592	-

Pahrump Library District
(Local Government)
SCHEDULE B
FUND General

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RESOURCES REVENUES	(1) ACTUAL PRIOR YEAR ENDING 06/30/24	(2) ESTIMATED CURRENT YEAR ENDING 06/30/25	(3)	(4)
			BUDGET YEAR TENTATIVE APPROVED	ENDING 06/30/26 FINAL APPROVED
Miscellaneous				
Investment Income	291	-	-	-
Subtotal	291	-	-	-
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule T)				
BEGINNING FUND BALANCE	7,021	7,312	7,312	-
Prior Period Adjustment(s)				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	7,021	7,312	7,312	-
TOTAL RESOURCES	7,312	7,312	7,312	-
EXPENDITURES				
Culture and Recreation				
Services and Supplies	-	-	542	-
Subtotal	-	-	542	-
OTHER USES:				
CONTINGENCY (not to exceed 3% or Total Expenditures)				
Operating Transfers Out (Schedule T)				
ENDING FUND BALANCE:	7,312	7,312	6,770	-
TOTAL COMMITMENTS AND FUND BALANCE	7,312	7,312	7,312	-

Pahrump Library District
 (Local Government)
 SCHEDULE B
 FUND Pahrump Friends of the Library

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	(1) ACTUAL PRIOR YEAR ENDING 06/30/24	(2) ESTIMATED CURRENT YEAR ENDING 06/30/25	(3)	(4)
			BUDGET YEAR	ENDING 06/30/26
REVENUES			TENTATIVE APPROVED	FINAL APPROVED
Miscellaneous				
Investment Income (Loss)	6,496	-	-	-
Subtotal	6,496	-	-	-
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule T)				
General Fund	-	-	-	-
BEGINNING FUND BALANCE	500,000	506,496	506,496	-
Prior Period Adjustment(s)				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	500,000	506,496	506,496	-
TOTAL RESOURCES	506,496	506,496	506,496	-
EXPENDITURES				
Culture and Recreation				
Services and Supplies	-	-	-	-
Capital Outlay	-	-	-	-
Subtotal	-	-	-	-
OTHER USES				
CONTINGENCY (not to exceed 3% of Total Expenditures)				
Operating Transfers Out (Schedule T)				
General Fund	-	-	506,496	
ENDING FUND BALANCE:	506,496	506,496	-	-
TOTAL COMMITMENTS & FUND BALANCE	506,496	506,496	506,496	-

Pahrump Library District
(Local Government)
SCHEDULE B
FUND Book Mobile

	(1) ACTUAL PRIOR YEAR ENDING 06/30/24	(2) ESTIMATED CURRENT YEAR ENDING 06/30/25	(3) BUDGET YEAR	(4) ENDING 06/30/26
			TENTATIVE APPROVED	FINAL APPROVED
REVENUES				
Miscellaneous				
Investment Income	26,897	-	-	-
Subtotal	26,897	-	-	-
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule T)				
General Fund	-	-	-	-
BEGINNING FUND BALANCE	754,614	777,628	277,628	-
Prior Period Adjustment(s)				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	754,614	777,628	277,628	-
TOTAL RESOURCES	781,511	777,628	277,628	-
EXPENDITURES				
Capital Projects				
Capital Outlay	3,883	500,000	277,628	-
OTHER USES:				
CONTINGENCY (not to exceed 3% of Total Expenditures)				
Operating Transfers Out (Schedule T)				
ENDING FUND BALANCE:	777,628	277,628	-	-
TOTAL COMMITMENTS & FUND BALANCE	781,511	777,628	277,628	-

Pahrump Library District
(Local Government)
SCHEDULE B
FUND Capital Projects

Transfer Schedule for Fiscal Year 2025-2026

FUND TYPE	TRANSFERS IN			TRANSFERS OUT		
	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
GENERAL FUND	Book Mobile	8	506,496			-
SUBTOTAL			506,496			-
SPECIAL REVENUE FUNDS Book Mobile				General Fund	10	506,496
SUBTOTAL			-			506,496
CAPITAL PROJECT FUNDS						
SUBTOTAL			-			-
TOTAL TRANSFERS			506,496			506,496

Pahrump Library District
(Local Government)

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SCHEDULE OF EXISTING CONTRACTS
Budget Year 2025-2026

Local Government: Pahrump Library District
Contact: Kimberly Thomas
E-mail Address: kthomas@pahrumplibrary.org
Daytime Telephone: 775-727-5930

Total Number of Existing Contracts: 0

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Proposed Expenditure FY 2025-26	Proposed Expenditure FY 2026-27	Reason or need for contract:
1	Daniel C. McArthur, Ltd	TBD	TBD	TBD	TBD	Public
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20	Total Proposed Expenditures			\$ -	\$ -	

Additional Explanations (Reference Line Number and Vendor):

SCHEDULE OF PRIVATIZATION CONTRACTS
Budget Year 2025-2026

Local Government: Pahrump Library District
 Contact: Kimberly Thomas
 E-mail Address: kthomas@pahrumplibrary.org
 Daytime Telephone: 775-727-5930

Total Number of Privatization Contracts: 0

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Duration (Months/ Years)	Proposed Expenditure FY 2025-26	Proposed Expenditure FY 2026-27	Position Class or Grade	Number of FTEs employed by Position Class or Grade	Equivalent hourly wage of FTEs by Position Class or Grade	Reason or need for contract
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11	Total				\$ -	\$ -				

Attach additional sheets if necessary.

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DANIEL C. McARTHUR, LTD
Certified Public Accountant

Quail Park III • 501 So. Rancho Dr., Ste. E-30 • Las Vegas, NV 89106 • (702) 385-1899 • (702) 385-9619

April 2, 2025

To the Board of Trustees of Pahrump Library District
Pahrump, Nevada, NV

This letter will confirm arrangements discussed with you concerning budget preparation for the year ending June 30, 2026.

We will enter on budget forms budget information provided by the Library District:

- Revenue projections prepared by the Nevada Department of Taxation
- Revenue projections provided by the Library Director
- Expenditure projections provided by the Library Director

We will meet with the Library Director to review the budget information. The Board of Trustees and the Library Director will make all management decisions concerning the budget forms.

The tentative budget is the responsibility of the Board of Trustees and the Library Director.

The tentative budget will be submitted by the Library District to the Nevada Department of Taxation for review and approval. Any changes required by the Nevada Department of Taxation will be made to the tentative under the direction of the Library Director.

Changes to the tentative budget to the final budget will be determined by the Library Director and the Board of Trustees.

The Library Director will be responsible for publishing in a newspaper notice of the public hearing for the budget in the month of May.

The final budget as approved by the Board of Trustees will be submitted to the Nevada Department of Taxation for approval. Changes required by the Department of Taxation will be reviewed and approved by the Library Director.

The Board of Trustees is responsible for establishing and maintaining internal controls; and are also responsible for management decisions and functions; for designating a management-level individual (Kimberly Thomas, Library Director) with suitable skill, knowledge, or experience to oversee the budget forms preparation services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them. Approval (as required by NRS) of the budget document will be that of the Board of Trustees. Our responsibility will be to assist in the preparation of the budget forms.

The Library Director (Kimberly Thomas) will be responsible for management of the budget for the year ending June 30, 2026.

We appreciate the opportunity to be of service to Pahrump Library District and believe this letter summarizes the terms of the engagement. If you agree with the terms as described, please sign the enclosed copy and return it to us.

Sincerely yours,
DANIEL C. MCARTHUR, LTD.



Daniel C. McArthur
Certified Public Accountant
Response:

This letter correctly sets forth the understanding of Pahrump Library District.

By _____
Title _____

By _____
Title _____

AMENDMENT TO THE MAINTENANCE SERVICE AGREEMENT

THIS AMENDMENT TO THE MAINTENANCE SERVICE AGREEMENT ("Amendment") is made and entered into as of the last date signed by and between Pahrump Community Library, 701 East Street, Pahrump, Nevada 89048 ("Library") and Gunny's Air Conditioning and Plumbing, 3961 N. Leslie Street, Pahrump, Nevada, 89060 ("Contractor"). Library and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Library and Contractor are parties to that certain Maintenance Service Agreement ("Agreement") effective May 22, 2024, which shall be incorporated herein by reference, to provide quarterly service and inspection of the heating, ventilation and air conditioning ("HVAC") system.

WHEREAS, the Parties desire to continue the services of Contractor.

WHEREAS, the Agreement, at paragraph 19, provides for amendment of the Agreement stating, "This Agreement cannot be varied or modified orally and may only be varied or modified by a written instrument duly executed by the Parties."

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties hereby modify the Agreement as follows:

AGREEMENT

1. The above recitals are true and correct and are hereby incorporated herein by this reference as if fully set forth as part of this Amendment.
2. The Amendment is modified as follows:
 - Paragraph 1: Contractor shall provide the services as set forth in Estimate Number 279135, dated May 5, 2025, attached hereto and incorporated herein by reference as Exhibit "A."
 - Paragraph 2.4: Four (4) maintenance checks per unit shall be defined as services being performed under this Amendment on the following months: May 2025, August 2025, November 2025, and February 2026, and shall be referred to as "Maintenance Checks."
 - Paragraph 4.1: Library shall pay Contractor an annual fee of three thousand seven hundred forty dollars (\$3,740.00) at the commencement of this Amendment for the satisfactory performance of the Scope of Work as set forth in this Amendment.

3. No other changes are being made to the Agreement.
4. This Amendment shall not become effective until and unless approved by appropriate official action of the governing body of Library.
5. All other sections, parts, terms, and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect.
6. This Amendment may be executed in counterparts, and each counterpart shall constitute one agreement binding on all parties hereto.

IN WITNESS WHEREOF, the Parties hereto do hereby execute this Amendment to the Maintenance Service Agreement.

Dated: _____,

Pahrump Community Library ("Library")
701 East Street
Pahrump, Nevada 89048

By: _____,
John Shewalter, Chair

Dated: _____,

Gunny's Air Conditioning and Plumbing
("Contractor")
3961 N. Leslie Street
Pahrump, Nevada 89060

By: _____,

EXHIBIT "A"



Gunnys Air Conditioning and Plumbing

3961 N Leslie St, Suite 112
Pahrump, NV 89060

ESTIMATE	#279135
ESTIMATE DATE	May 5, 2025
EXPIRATION DATE	Jun 4, 2025
TOTAL	\$3,740.00

Pahrump Community Library
701 East St.
Pahrump, NV 89048

CONTACT US

(775) 727-6800
nyecounty@callgunnys.com

(775) 727-5930
kthomas@pahrumplibrary.org

ESTIMATE

Admin Codes - Job Notes			
Quarterly Commercial HVAC Service Plan For Units With Two (2) Compressors.	1.0	\$3,740.00	\$3,740.00
Service includes:			
Four (4) maintenance checks per unit. Maintenance check includes: Clean and lubricate all bearings, motors, pumps and drives as required. Check and adjust drive belts as needed. Check for refrigerant leaks. Check evaporator and condenser coils. Check and adjust temperature controls. Tighten loose terminal connections. Check and inspect vent and vent operation. Test operation of safety switches. Check and test electrical circuits, switches and relays. Clean lint and dirt from air cooled condenser coils. Check operating pressures and refrigerant levels. Take starting and running amperages of motors and compressors. Change filters. Any repairs needed during the duration of the plan will receive a 15% discount.	1.0	\$0.00	\$0.00
Item - Unit Make, Model, Serial#			
HP-1 Trane M# WCH150E30BBC S# 122811337D	1.0	\$0.00	\$0.00
HP-2 Trane M# WCH180E30BBC S# 122811301D	1.0	\$0.00	\$0.00
HP-3 Trane M# WCH240E30BBC S# 122910102D	1.0	\$0.00	\$0.00
HP-4 Trane M# WCH240E30BBC S# 122910021D	1.0	\$0.00	\$0.00
Mini split Daiken M# RXB12AXVJU S# 20633401	1.0	\$0.00	\$0.00
Admin Codes - Job Notes			
Duration of the agreement is twelve (12) months from date of acceptance.	1.0	\$0.00	\$0.00
Services subtotal:			\$3,740.00

Subtotal \$3,740.00

Total \$3,740.00

Please make checks payable to: Gunny's Air Conditioning and Plumbing

Thank you for your business. Please leave us a review! <https://g.page/r/CQAOI7mMkNIBEA/r/review>

Finance your equipment here: <https://apply.optimustfinancing.com/EG-50761>

Pre-Lien Notice

Pre-Lien Notice: Notice of right to lien: To Service Address, and or owner, and or signer identified above; the "Company" Seker Consultants LLC a fully licensed Nevada contractor, notifies you they have supplied materials or equipment or performed work or services as listed above for improvement of property for property owner identified above under contract with the Company.

Review Terms and Conditions:

-Pre Lien Notice

-Warranties and Commitments

-Bid Limits and Deposits

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between Pahrump Community Library, 701 East Street, Pahrump, Nevada 89048 ("Library"), and M-L Cabinetry, LLC, 51 S. Emery Street, Pahrump, Nevada, 89048 and SME Cabinetry, Inc., 51 S. Emery Street, Pahrump, Nevada, 89048 (M-L Cabinetry and SME Cabinetry shall be collectively referred to as "Contractor"). The Library and the Contractor may be individually referred to as "Party" or collectively referred to as the "Parties".

RECITALS

WHEREAS, the Library desires to upgrade various sections of the Library to include quartz countertops, granite countertops and new laminate panels on select desks.

WHEREAS, Contractor is a licensed contractor in the State of Nevada and desires to contract with Library to upgrade various sections of the Library to include quartz countertops, granite countertops and new laminate panels on select desks in accordance with the scope of services and on the terms and conditions set forth in this Agreement.

NOW THEREFORE, it is hereby agreed by and between the Parties as follows:

1. SCOPE OF WORK. Contractor shall provide the services as set forth in the Estimate number LIB250422-E1, dated April 22, 2025, attached hereto as Exhibit "A" and incorporated by reference.

2. PROVISION OF SERVICES.

2.1 Contractor shall provide all material and labor to perform the services set forth in this Agreement in a workmanlike manner according to standard industry practices.

2.2 All materials are guaranteed to be as specified in this Agreement. In the event the materials specified in this Agreement are no longer available, then comparable materials of kind and quality shall be substituted at the discretion of Contractor. Any alteration or deviation in materials, except as herein identified, involving extra costs will be executed only upon written orders, and shall become an extra charge over and above the Agreement price.

2.3 All services performed under this Agreement shall be conducted during normal business hours.

3. TERM. This Agreement shall commence on the date written above and shall continue until either completed by Contractor or as otherwise cancelled by either Party as set forth in this Agreement.

4. PRICE.

4.1 The Agreement price shall be fourteen thousand nine hundred fifty dollars and 00/100 (\$14,950.00) for the satisfactory performance of the Scope of Services as set forth in paragraph 1. Library shall pay fifty percent (50%) at the time of execution of this Agreement. The remaining fifty percent (50%) balance shall be paid upon completion of the Services in accordance with the provisions of this Section of the Agreement.

4.2 NRS 338.080(3) exempts any contract for a public work whose total cost is less than \$100,000 from prevailing wage requirements.

4.3 Library will make a good faith effort to process all invoices in a timely and expeditious manner within ninety (90) calendar days upon receipt of invoice. If a notice of a dispute relating to the invoice is mailed to Contractor within that ninety (90) day time period, then the Contractor and the Library or Library's assignee shall meet within ten (10) calendar days to discuss and negotiate in good faith to reach a mutually agreeable resolution of such dispute. If such resolution cannot be achieved then Paragraph 15 "GOVERNING LAW, VENUE AND COST" of this Agreement shall be invoked.

4.4 Contractor agrees that, upon receipt of monies from Library based upon a claim against Library for payment under this Agreement, monies due and owing to employees, subcontractors, and others under that claim will be paid to those employees, subcontractors, and others forthwith. Failure to do so constitutes a material breach of this Agreement. Library reserves the right to make out reimbursement checks with Contractor and its subcontractors as joint payees if Library determines that it is in its best interests to do so.

5. **FORCE MAJEURE.** Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; and (k) other similar events beyond the reasonable control of the Impacted Party.

6. **INDEPENDENT CONTRACTOR.** The Parties agree that Contractor including any of Contractor's employees, agents or subcontractors is an independent contractor and that Contractor is not a Library employee or agent of Library, and, further, by explicit agreement of the Parties, there shall be no:

6.1 Withholding of income taxes by the Library;

- 6.2 Industrial insurance coverage provided by the Library;
- 6.3 Participation in group insurance plans which may be available to employees of the Library;
- 6.4 Accumulation of vacation or sick leave;
- 6.5 Unemployment compensation coverage provided by the Library if the requirements of NRS 612.085 for independent contractors are met; or
- 6.6 Worker's compensation coverage provided by the Library.

7. FAIR EMPLOYMENT PRACTICES. In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreement shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Any violation of such provision by Contractor shall constitute a material breach of this Agreement.

8. TRANSFER/ASSIGNMENT/DELEGATION. Contractor agrees that there shall be no transfers or participation in this Agreement granted to any third party without written consent from Library. Contractor shall neither assign, transfer nor delegate any right, obligations or duties under this Agreement without prior written consent of Library. No assignment of rights or delegation of duties of this Agreement shall be effective until the Assignee assumes in writing the obligations or the assigning party and delivers such written assumption to the other original party to this Agreement. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Library and Contractor.

9. INDEMNIFICATION AND INSURANCE.

9.1 Contractor agrees to fully exonerate, indemnify and hold Library harmless from and against all claims or actions, based upon or arising out of damage or injury (including death) to persons or property caused by and/or sustained in connection with Contractor's negligent performance under this Agreement or by conditions created thereby, or the intentional misconduct of Contractor.

9.2 Contractor will maintain in effect, for the terms of this Agreement, employers' liability insurance and workers' compensation, at not less than the statutorily required minimums, for any employees who may or will do any work under the provisions of this Agreement.

10. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS. During the term of this Agreement and while performing the scope of work, Contractor agrees to perform all terms and conditions of this Agreement in a lawful manner and in conformity with all applicable laws and codes of the United States and of the State of Nevada, and all ordinances.

rules, and regulations of Nye County, Nevada, and of any and all other competent public authority applicable to the performance of Contractor's duties. Contractor agrees to maintain active and in good standing its licensure with the Nevada State Contractors Board. Failure by Contractor to comply with any applicable laws, codes, ordinances, rules and/or regulations constitutes a material breach of this Agreement.

11. CONFIDENTIALITY OF INFORMATION. The disclosure of all information shall be subject to the provisions of Nevada Revised Statutes, Chapter 239, and other applicable law.

12. STANDARD OF CARE. Contractor shall perform its services to the standard of care of a reasonable Contractor that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor.

13. TERMINATION OF AGREEMENT WITHOUT CAUSE. Either Party to this Agreement has the right to terminate this Agreement without cause by giving not less than thirty (30) calendar days written notice to the other party by U.S. Postal Service certified mail to the addresses listed on the signature lines of this Agreement or by hand delivery of such notice to the other party.

13.1 In the event of termination without cause by Library, Contractor shall be compensated for all services rendered and expenses incurred up to the termination date, pursuant to the provisions of this Agreement.

13.2 In the event of termination without cause by Contractor, Library will be compensated either directly and/or in the form of a reduction in its outstanding obligation for all costs caused by Contractor's cancellation.

14. TERMINATION OF AGREEMENT WITH CAUSE.

14.1 This Agreement may be terminated without prior notice by Library if Contractor fails to complete the Scope of Services in a manner which Library deems satisfactory, and Library may impose such sanctions as it may determine to be appropriate, including, but not limited to:

14.1.1 Withholding of payments to Contractor under this Agreement until Contractor complies;

14.1.2 Cancellation, termination or suspension of this Agreement in whole or in part; and/or

14.1.3 Charging to Contractor all costs caused by the breach.

14.2 In the event of termination without prior notice by Library, Library shall give written notice to Contractor as soon thereafter as is practicable by U.S. Postal Service Certified Mail to Contractor's address herein, or by hand delivery of such notice to Contractor.

15. GOVERNING LAW, VENUE AND COSTS.

15.1 This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Nevada. The Parties hereby agree that venue for any and all disputes related to this Agreement shall be in the Fifth Judicial District Court of the State of Nevada, in and for the County of Nye.

15.2 The Parties further agree that, should it become necessary for either party hereto to take legal action to enforce any rights and/or obligations outlined herein, that the prevailing party shall be entitled to recover their costs to the extent provided for by law, with each party to bear their own attorneys' fees unless otherwise provided for by law.

16. BANKRUPTCY. Under no circumstances shall this Agreement or any of Contractor's rights hereunder, constitute an asset of the estate of Contractor or any company in which Contractor holds an ownership interest, in bankruptcy or similar proceedings involving the insolvency of Contractor or such company.

17. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

18. ENTIRE AGREEMENT. This Agreement constitutes the final and entire agreement between the parties. The rights and obligations of the parties shall be determined solely from the terms of this Agreement, and any prior or contemporaneous oral agreements are superseded by and merged into this Agreement.

19. PRECEDING AGREEMENTS. Upon full execution and implementation, this Agreement supersedes and voids any and all other preceding agreements between Contractor and Library relating to services to be performed under this Agreement.

20. AMENDMENT OF AGREEMENT. This Agreement cannot be varied or modified orally and may only be varied or modified by a written instrument duly executed by the Parties.

21. SEVERABILITY. If any provision of this Agreement is held to be invalid, such invalidity shall not affect the validity of any other provisions of this Agreement, which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties do hereby execute this Agreement binding themselves to the full performance of this Agreement.

Dated: _____,

Pahrump Community Library ("Library")
701 East Street
Pahrump, Nevada 89048

By: _____,
John Shewalter, Chair

Dated: _____,

M-L Cabinetry, Inc. ("Contractor")
51 S. Emery Street
Pahrump, Nevada 89048

By: _____,
Luis Mendoza, President

Dated: _____,

SME Cabinetry, Inc. ("Contractor")
51 S. Emery Street
Pahrump, Nevada 89048

By: _____,
Sharon Whalen, President

EXHIBIT "A"

SME Cabinetry, Inc.
51 S Emery Street
Pahrump, NV. 89048
SmeCabineets@gmail.com

Design Center



NV License #NV2021203538

Pricing Valid for 30 days upon receipt of Estimate

Estimate: LIB250422-E1		Date: April 22, 2025
	Job Address:	Phone:
Kim Thomas	701 East Street	725-910-4536
	Pahrump, NV. 89048	Email:

Scope of Work:

Upgrade interior of Pahrump Library in various sections noted below.

- ❖
- ❖ Area 1 = Kitchen - Quartz Countertops (add matching filler)
- ❖ Area 2 = Nook - Granite Countertop (match current granite - Tropical Brown)
- ❖ Area 3 = Desk Fronts - New Laminate Panels
- ❖ Area 4 = Meeting Room - Quartz Countertops & Repair Pantry Panels
- ❖ Area 5 = Story Room - Quartz Countertops
- ❖ Area 6 = Children's Computer Area - Removing Laminate Tops & Repair Drywall

Area 1: Kitchen - Quartz Countertops

Calacatta Oceanic	(2) each 26" x 110" with 6" backsplash	
	Filler to match Cabinets	
Remove existing material, install 5/8" sub-top & install Countertop & B/S.		Area 1: \$3,310.00

Area 2: Nook - Granite Countertop

Tropical Brown Granite	(1) each 26" x 108" - with 6" backsplash	
Remove existing material, install 5/8" sub-top & install Countertop.		Area 2: \$1,240.00

Area 3: Desk Front Panels

Desert Zephyr	#4841-60	
	(22) panels @ 24.5" x 34.5" each	
Remove existing panels & install new panels with scribe.		Area 3: \$3,935.00

Area 4: Meeting Room

Calacatta Oceanic	(2) each 26" x 110" with 6" B/S	
	Repair Pantry Panel	
Remove existing material, install 5/8" sub-top & install countertop. Repair pantry panel.		Area 4: \$3,030.00

*Customer Responsibility to disconnect and reconnect all Plumbing, Electrical & Appliance Fixtures.
Drywall & paint repair required will also be customers responsibility unless otherwise discussed.
Installation provided by M-L Cabinetry, LLC. License #0091149*

SME Cabinetry, Inc.
 51 S Emery Street
 Pahrump, NV. 89048
Smecabinets@gmail.com

Design Center



NV License #NV2021203538

Area 5: Room

Calacatta Oceanic	(2) each 26" x 110" with 6" backsplash	
	cut-offs from Story Room	
Remove existing material, install 5/8" sub-top & install Countertop. Will need to use		Area 5: \$2,645.00

Area 6: Children's Area

Labor:		
Remove existing laminate tops & repair drywall.		
Will touch up paint - Customer to provide paint.		Area 6: \$790.00
<i>Note: Story & Meeting Rooms must be done as combined job due to material.</i>		

Total Combined Project: \$14,950.00

Applicable to this contract:

This Contract shall be governed, construed and interpreted by, through and under the laws of the State of Nevada. The parties hereby agree that venue for any and all disputes related To this Contract shall be in the **Fifth Judicial District Court of the State of Nevada**, in and for the County of Nye.

The parties further agree that, should it become necessary for either party hereto to take legal action to enforce any rights and/or obligations outlined herein, that the prevailing party shall be entitled to recover their costs to the extent provided for by law, with each party to bear their own attorneys' fees unless otherwise provided for by law.

50% deposit at time of order, balance due upon delivery, all areas can be ordered separately except Areas 4 & 5.

Payment methods:

Cash, Check, Money Order, Zelle, Visa, Mastercard & Amex accepted. Note: 3% adder would be imposed for any payments made via Credit Card

*When approved and signed by customer, this Estimate becomes a contract between
 SME Cabinetry, Inc. and Pahrump Community Library.*

Date: _____
 Customer: Pahrump Library Representative

Date: _____
 Sharon Whalen – SME Cabinetry, Inc

*Note: Customer Responsibility to disconnect and reconnect all Plumbing, Electrical & Appliance Fixtures.
 Drywall & paint repair required will also be customers responsibility unless otherwise discussed.
 Installation provided by M-L Cabinetry, LLC. License #0091149*

SME Cabinetry, Inc.
51 S Emery Street
Pahrump, NV. 89048
Sinecabinets@gmail.com

Design Center



NV License #NV2021203538

EBSCO

Professional Services

Statement of Work for Professional Services

This Statement of Work ("SOW") is between EBSCO Information Services, LLC, ("EBSCO") and Pahrump Community Library ("Customer"). Any capitalized terms not defined in this SOW shall have the meaning set forth in the Master Service Agreement between EBSCO and the Customer.

Project Scope

The scope of work for the EBSCO Professional Services includes all planning, consulting, development, deployment, and integration, as outlined in the Responsibilities sections below.

EBSCO Responsibilities:

Project Management

- Review and verify all details outlined in this document and any related documents with the Customer.
- Manage the implementation of products and services outlined in this SOW.

Project Implementation

EBSCO proposes to simplify, modernize and meet accessibility standards for the Pahrump Community Library's Stacks site (<https://www.pahrumplibrary.org/>) by streamlining site navigation and updating the design.

- Consultation for site map and user journey
 - Send questions to gather more specific goals
- Present wireframe
- One round of edits for wireframe
- Upon approval, present two (2) design options
- After selection of design, provide two (2) rounds of feedback and edits for design

Customer Responsibilities:

Project Management

EBSCO's performance is dependent upon the Customer managing and fulfilling its required responsibilities. Any delay in performance of Customer responsibilities may result in additional charges and/or delay of the project's completion.

EBSCO

Professional Services

Project Implementation

- Provide branding requirements
- Provide specific feedback for wireframe
- Provide images or other assets
- Provide Customer contact
- Provide testing as necessary
- Provide any other details as requested for the project

Assumptions

To accomplish design goals for this proposal, EBSCO will use existing Themes and the Stacks style editor, with the limited use of CSS overrides.

Any requested features or services not outlined in this SOW will be deemed out of scope unless otherwise agreed in writing by EBSCO and Customer and documented in an addendum to this SOW.

Charges and Payments

The price for the work described in this SOW is \$9,000. Any enhancements or updates beyond those specifically outlined in the SOW may be subject to additional charges determined by EBSCO Professional Services.

Completion Criteria

EBSCO will have fulfilled its obligations for the Services described in this SOW when EBSCO completes all tasks documented in the "EBSCO Responsibilities" section.

Terms of Service

Please review the Stacks Terms of Service statement at the following linked location:
<https://hub.stacks4libraries.com/hc/en-us/articles/16125537842203-Terms-of-Service>


EBSCO

Professional Services

IN WITNESS WHEREOF, the parties hereto have agreed to execute this SOW

EBSCO Publishing, Inc.

Customer

By: 	By:
Name: Tim Lull	Name:
Title: SVP, Product Management	Title:
Date: 04.17.2025	Date:

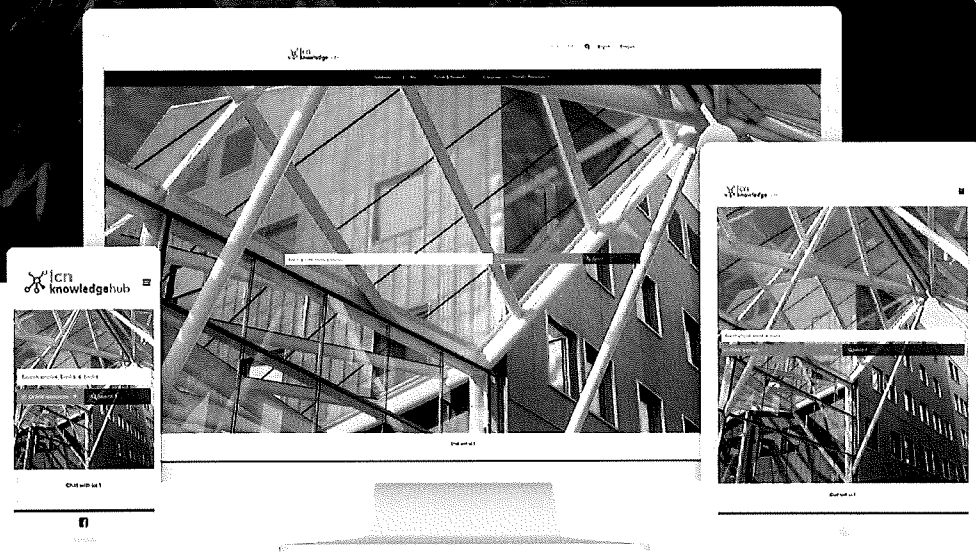
Stacks

Professional Services

Enhance the power of Stacks to exceed expectations, fulfill your mission and create the best information seeking experience for end users.

EBSCO provides capabilities and experiences that solve real problems and consider real users. Our deep understanding of the goals, needs, and concerns of libraries makes this possible. We have detailed insights about user expectations and behavior based on listening to customers, conducting user research, and learning from data.

Reduce your concerns around change management and the pains that are often associated with projects and migrations. EBSCO ensures the best experience for library administrators and their users.



Services:

- Consultations with Stacks experts and UX specialists
- Project design
- Implementations/Rollouts
- Project management
- Architecture design
- Migrations
- Custom solutions
- Enhancements

LAST UPDATED: July 2024

SOFTWARE AS-A-SERVICES AGREEMENT

This Software As-A-Services Agreement is entered into and made effective as of _____ (the "Effective Date"), by and between EBSCO Publishing, Inc. dba EBSCO Information Services, an Alabama corporation (EBSCO"), and _____, a _____ [the customer identified on the relevant Order] ("Customer").

ARTICLE I. DEFINITIONS

The following terms used herein shall have the meanings set forth below throughout this Agreement, except as expressly indicated to the contrary herein.

- 1.1 "Agreement" means this Software As-A-Service Agreement together with any addendums, any Order Forms, and the EBSCO Privacy Policy located at <https://more.ebsco.com/privacy-policy>.
- 1.2 "Authorized User" means Customer's employees, students, registered patrons, walk-in patrons, or other persons affiliated with Customer or otherwise permitted to use Customer's facilities (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder.
- 1.3 "Confidential Information" means any business, financial, operational or technical information provided by one party hereunder to the other party that is marked or otherwise identified as confidential or proprietary or that the receiving party knows or should know is confidential or proprietary. In addition, the parties acknowledge and agree that: (a) the proprietary information of Customer as to which EBSCO may have access in connection with performing its obligations hereunder constitute Confidential Information of Customer; and (b) the Services, Documentation and other deliverables furnished by EBSCO under this Agreement (including, but not limited to the material provided in training classes) and the terms of and pricing under this Agreement constitute Confidential Information of EBSCO. The disclosure of all information, data, analysis, developed software or reports shall be subject to the provisions of Nevada Revised Statutes, Chapter 239 and other applicable law.
- 1.4 "Documentation" means EBSCO's online help, including user guides, implementation support and other materials made available by EBSCO as part of the Services, whether in electronic and/or printed media.
- 1.5 "Effective Date" means the date that this Agreement is effective as set forth in the opening paragraph. As to any addendum, it is the date listed on such addendum.
- 1.6 "Intellectual Property Rights" means an effective copyright, trademark or patent, in each case existing under the laws of the United States of America.
- 1.7 "Order": means any of EBSCO's generated service order forms executed or approved by Customer with respect to its subscription to a Service.
- 1.8 "Customer Data" means the data provided by Customer or its Authorized Users to EBSCO in connection with the Services.
- 1.9 "Third Party Materials" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to EBSCO or licensed by EBSCO for inclusion in the Services.
- 1.10 "Term" means the period during which Customer has agreed to subscribe to a Service as set out in the Order.
- 1.11 "Services" means the software-as-a-service offering described in the Order.

ARTICLE II. SERVICES

- 2.1 Access and Use. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, EBSCO hereby grants Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 8.2) right to access and use the Services and Documentation during the Term, solely for use by Customer and its Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use.
- 2.2 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Documentation, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, Documentation, and the Third-Party Materials are and will remain with EBSCO and the respective rights holders in the Third-Party Materials.
- 2.3 Use of Services. Customer shall not, and shall not permit any other person or entity to, access or use the Services except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. As between Customer and EBSCO, Customer is responsible for compliance with the provisions of this Agreement by its Authorized Users and for any and all activities that occur under its account.
- 2.4 Suspension or Termination of Services. EBSCO reserves the right, in its reasonable discretion, to temporarily suspend Customer's access to and use of a Service if (a) EBSCO suspects or detects Customer or any Authorized User (i) has failed to comply with any term of this Agreement; or (ii) is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (b) this Agreement expires or is terminated.
- 2.5 Delivery. The Service shall be made available for Customer to access via the Internet. A high-speed Internet connection is required for proper transmission of the Services. Customer is responsible for procuring and maintaining the network connections that connect Customer's network to the Services, including, but not limited to, "browser" software that supports protocols used by EBSCO. EBSCO assume no responsibility for the reliability or performance of any connections as described in this section.
- 2.6 Information Security. EBSCO will maintain reasonable administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of Customer Data in accordance with our Privacy Policy located at <https://www.ebsco.com/company/privacy-policy>.
- 2.7 Personal Data. To the extent Customer Data constitutes personal data, the Data Processing Addendum attached as Addendum will apply.]
- 2.8 Service Levels. EBSCO's provision of the Services will be in compliance with the Services Levels described in Addendum.]
- 2.9 Professional Services. EBSCO shall render the professional services specified in Addendum]
- 2.10 Health Related Information. EBSCO's provision of the Services will be subject to the specifications described in Addendum.]

ARTICLE III. PAYMENT

- 3.1 Payment and Invoices. Customer will pay EBSCO the fees in accordance with the relevant Order.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES

- 4.1 Mutual Representations & Warranties. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict

with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

- 4.2 WARRANTY DISCLAIMER. ALL SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS." EBSCO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON- INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, EBSCO MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR EBSCO MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.
- 4.3 Third Party Materials. All Third-Party Materials are provided "as is" and any representation or warranty of or concerning any Third-Party Materials is strictly between customer and the third-party owner or distributor of the Third-Party Materials. Customer further agrees that it is responsible for acquiring and maintaining all licenses for Third-Party Materials it elects to integrate into the Services, and its use will be subject to the pertinent purchase or license agreement between Customer and the relevant third- party. Any amounts payable to third-parties under such agreements are the sole responsibility of Customer and shall be paid directly by Customer to such third-party.

ARTICLE V. CONFIDENTIALITY

- 5.1 Confidential Information. Each party receiving or having access to Confidential Information of the other party agrees to maintain the confidentiality of such Confidential Information. Each party will protect the Confidential Information of the other party with the same degree of care it exercises relative to its own Confidential Information, but not less than reasonable care. Each party receiving Confidential Information of the other party agrees that it shall not sublicense, assign, transfer or otherwise display or disclose such Confidential Information to any third party and shall not reproduce, perform, display, prepare derivative works of, or distribute the Confidential Information except as expressly permitted in this Agreement. Each party shall make commercially reasonable efforts to prevent the theft of any Confidential Information of the other party and/or the disclosure, copying, reproduction, performance, display, distribution and preparation of derivative works of the Confidential Information except as expressly authorized herein. Both parties agree to restrict access to the Confidential Information of the other only to employees and consultants who require access in the course of their assigned duties and responsibilities in connection with this Agreement.
- 5.2 Exceptions. The obligations of the parties in respect of the Confidential Information of the other party shall not apply to any material or information that:
- (a) is or becomes a part of the public domain through no act or omission by the receiving party, (b) is independently developed by employees or consultants of the receiving party without use or reference to the Confidential Information of the other party as documented by competent written evidence; (c) is disclosed to the receiving party by a third party that, to the receiving party's knowledge, was not bound by a confidentiality obligation to the other party, or (d) is demanded by a lawful order from any court or any body empowered to issue such an order. Each party agrees to notify the other promptly of the receipt of any such order, provide the other with a copy of such order and to provide reasonable assistance to the disclosing party (at the disclosing party's expense in the case of reasonable out-of-pocket expenses) to object to such disclosure.

The disclosure of all information, data, analysis, developed software or reports shall be subject to the

provisions of Nevada Revised Statutes, Chapter 239 and other applicable law.

- 5.3 Enforcement. Each party agrees that in the event of a breach or threatened breach by it (including its employees, subcontractors, consultants or agents) of the provisions of this Article V, the other party shall have no adequate remedy in money or damages and, accordingly, will be entitled to injunctive and other equitable relief for such breach in addition to and not in limitation of any other legal or equitable remedies to which it would otherwise be entitled.

ARTICLE VI. INDEMNITY

- 6.1 EBSCO Indemnity. EBSCO will defend or settle any suit brought by a third party against Customer alleging that the Services infringe any Intellectual Property Right of any third party and EBSCO shall indemnify Customer for damages awarded as a result of such infringement claim, provided that EBSCO is given prompt notice of any such claim and sole control of the defense of such claim, including negotiations, appeals, and settlements. Customer agrees to provide reasonable information and assistance to EBSCO in defending any claim. Notwithstanding the foregoing, EBSCO will not have liability for any claim to the extent that such claim results from: (a) any modification of the Services made by any party other than EBSCO; (b) a modification or enhancement to the Services pursuant to designs provided by Customer; (c) the combination, operation or use by Customer of any software, equipment or devices not supplied by EBSCO to the extent the claim would have been avoided if the Services were not used in such combination; or (d) Third-Party Materials.
- 6.2 Customer Indemnity. Customer will indemnify and defend EBSCO and its affiliates from and against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are incurred by EBSCO and its affiliates arising out of any third party claim related to the Customer Data and any other materials or information provided by or on behalf of Customer or any Authorized User.
- 6.3 Mitigation. If the Service is held to infringe, or in EBSCO's opinion the Service is likely to be held to infringe any Intellectual Property Rights of a third party, EBSCO may at its discretion and expense, either: (a) secure the right for Customer to continue use of the infringing Service; (b) replace or modify the infringing Service to make it noninfringing, provided such Service contains substantially similar functionality; or (c) terminate the access to the infringing Service granted hereunder. If EBSCO elects to terminate Service access under the foregoing provision, it shall credit to Customer pro- rata, unamortized portion of any prepaid subscription fees for the infringing Service following the date of termination.
- 6.4 Sole Remedy. SECTION 6.1 SETS FORTH CUSTOMER'S SOLE REMEDIES AND EBSCO'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND EBSCO MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY
- 6.5 LIMITATION OF LIABILITY. EBSCO SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING OUT OF OR RESULTING IN ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOSS OF PROFIT, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS. THE PARTIES AGREE THAT EBSCO'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT SHALL BE AN AMOUNT EQUAL TO THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRECEDING THE CLAIM.

ARTICLE VII. TERM; TERMINATION

- 7.1 Term. The term of this Agreement (the "Term") shall commence upon the Effective Date and, subject to EBSCO's timely receipt of all licensing fees owed herein, shall continue until the expiration of the last applicable Service subscription period granted under the Order, unless terminated pursuant to the terms of this Agreement. The term of any particular subscription to Services hereunder shall be extended on successive annual basis unless either EBSCO or Customer gives notice to the other at least sixty (60) days prior to the expiration date of the then current Term. [The Fee for the Services shall increase 10% upon the renewal of the Term.]
- 7.2 Termination. If either party breaches a provision of this Agreement, the other party shall give the breaching party written notice of such breach. If the breaching party fails to cure the breach (other than failure to pay) within thirty (30) days, the non-breaching shall have the right to terminate this Agreement; provided that if the breach is a failure of Customer to pay any amount when due, EBSCO shall have the right to terminate this Agreement upon written notice to Customer. Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 7.3 Effect of Termination; Survival. Upon termination or expiration of this Agreement, all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate. Obligations relating to Confidential Information and to pay amounts owing as of the termination or expiration date shall survive termination. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 4.2, Section 5.1, Article VI, Section 7.3, and Article VIII.

ARTICLE VIII. GENERAL PROVISIONS

- 8.1 Export. Customer acknowledges that the Services and all Documentation and other technical information delivered by EBSCO pursuant to this Agreement are subject to export controls under United States laws including but not limited to the Export Administration Act and the regulations promulgated hereunder. Customer agrees to: (a) comply strictly with all legal requirements established under these controls; (b) cooperate fully with EBSCO in any official or unofficial audit or inspection that relates to these controls; and (c) not export, re-export, divert, transfer, or disclose directly or indirectly, any Services or Documentation to any country, or to the nationals of any such country, which the United States government determines is a country to which such export, re-export, diversion, transfer, or disclosure is restricted, without obtaining the prior written authorization of EBSCO and the applicable United States government agency. Any breach of this provision shall be considered a material breach of this Agreement.
- 8.2 Assignment. Neither party may assign this Agreement without the prior express written consent of the other party, which shall not be unreasonably withheld.
- 8.3 Force Majeure. Neither party will be responsible for any failure or delay in its performance (other than failure to pay) under this Agreement due to causes beyond its reasonable control which makes performance commercially impractical, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, Internet access, raw materials or supplies, war, riot, or act of God.
- 8.4 Notices. In the case of any required notice to EBSCO under this Agreement, such notice shall be in writing and will be deemed to have been duly given when: (a) delivered by hand (with written confirmation); or

(b) when sent by a party if sent by nationally recognized overnight delivery service or First Class U.S. Mail (receipt requested). Notices to EBSCO shall be sent to: 10 Estes Street, Ipswich, MA 01938, Attention: Chief Legal Officer; and any notice to Customer hereunder shall be sent to the address set forth on the Order form (or to such other address and contact as a party may indicate in a notice to the other).

Entire Agreement. This Agreement and any addenda to this Agreement executed by both parties or incorporated herein by reference constitute the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether oral or written. There are no representations, promises, warranties or understandings relied upon by Customer which are not contained herein. Any modifications to this Agreement must be in writing and signed by both parties. The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not constitute a waiver of such right.

- 8.5 Partial Invalidity. If any provision of this Agreement is held to be unenforceable, such decision shall not affect the validity or enforceability of all the remaining provisions.
- 8.6 Choice of Law. This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Nevada. The parties hereby agree that venue for any and all disputes related to this Agreement shall be in the Fifth Judicial District Court of the State of Nevada, in and for the County of Nye.
- 8.7 Legal Fees. In any collection action or litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's and para-professional fees from the non-prevailing party.
- 8.8 Counterparts. This Agreement may be signed in one or more original, electronic or facsimile counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

[IN WITNESS WHEREOF, the parties acknowledge that they have read, understand and agree to the terms and conditions of this Agreement.

[CUSTOMER]

By: _____

Signature

Printed Name and Title

Date

EBSCO PUBLISHING, INC.

By: Alex Saltzman

Signature

Alex Saltzman, Senior VP, Inside Sales

Printed Name and Title

5/8/2025

Date

PROFESSIONAL SERVICES ADDENDUM

This Professional Services Addendum (this "PSA") supplements the terms and conditions of the Software-As-A-Service Agreement (the "Agreement"), entered into by and between EBSCO Publishing, Inc. ("EBSCO"), and the Customer identified on the Agreement to which this PSA is attached. The terms of this PSA shall be deemed incorporated into and made a part of the terms of the Agreement and in each Statement of Work into which the parties enter pursuant to this PSA. If there is a conflict between the terms and conditions of this PSA, the terms of the Agreement, or a Statement of Work, the precedence will be resolved in the following order: (a) the terms of the Agreement, (2) the terms of this PSA, and (3) the terms of any applicable Statement of Work. Capitalized terms used but not defined herein shall have the same meaning such terms are given in the Agreement.

1. DEFINITIONS

- 1.1 "Deliverable" means any tangible or intangible materials or other items EBSCO provides to Customer while providing Professional Services.
- 1.2 "Professional Services" means the Professional Services to be provided by EBSCO described in any SOW issued hereunder.
- 1.3 "Statement of Work" or "SOW" means a document that describes the tasks and responsibilities of each party in relation to the Professional Services.

2. PROFESSIONAL SERVICES

- 2.1 Services. EBSCO shall perform the Professional Services described in each SOW entered into by the parties and attached to this PSA, in accordance with the terms and conditions of this Agreement. The Professional Services will be completed in a timely manner in accordance with the SOW. Any changes to the scope or performance of the Professional Services must be made in writing and executed by authorized representatives of both parties (a "Change Order").
- 2.2 SOWs. Each SOW shall remain in effect until EBSCO has completed all Professional Services described in the SOW and Customer has paid EBSCO all related fees and expenses. Each SOW shall incorporate this PSA by reference and this PSA shall govern all terms of each SOW both parties agree upon and sign.
- 2.3 Acceptance. Any language in the SOW addressing the method of Customer's acceptance of Deliverables shall control, otherwise the following will apply: Upon completion of any Deliverable, EBSCO shall submit the Deliverable to Customer. At Customer's request, EBSCO will demonstrate to Customer the functionality of the Deliverable. Customer shall be responsible for any additional review and testing of such Deliverable in accordance with any applicable acceptance criteria in the SOW. If Customer reasonably determines that any submitted Deliverable does not perform the functional requirements specified for such Deliverable in the applicable SOW, Customer must give written notice thereof to EBSCO specifying the deficiencies in detail within five (5) calendar days after EBSCO's submission of the Deliverable ("Acceptance Period"). EBSCO shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, EBSCO shall resubmit the Deliverable for review and testing as set forth above. If Customer fails to reject any Deliverable within the Acceptance Period in the manner described above, such Deliverable shall be deemed accepted at the end of the Acceptance Period. In the event any Deliverable is not accepted by Customer as specified above after the third submission and Acceptance Period, either party may terminate the applicable **Statement of Work without further liability to the other party, provided however, that Customer shall not be relieved of its payment obligations with respect to the accepted Professional Services delivered prior to any such termination.**

3. COMPENSATION

- 3.1 Professional Service Fees. In consideration of EBSCO's provision of Professional Services under an SOW, Customer will pay EBSCO the fees specified in the applicable Order and the reimbursable expenses described below.
- 3.2 Reimbursable Expenses. Customer will reimburse EBSCO for the actual and reasonable travel and out-of-pocket expenses incurred by EBSCO in the course of providing Professional Services under an SOW that have been approved in advance in writing by Customer.

4. OWNERSHIP RIGHTS.

- 4.1 License. Subject to the terms and conditions of this Agreement, including payment of all fees due and payable, we grant you a worldwide, nonexclusive, non-transferable, fully-paid license to use, install, display, perform, reproduce a reasonable number of copies of, and distribute internally any Deliverables we provide in the course of performing Professional Services under this Agreement, solely for your own internal business operations and solely in connection with your authorized use of a Hosted Solution or a Licensed Software Product.
- 4.2 Ownership and Retention of Rights. Except for the license granted under Section 4.1 of this PSA, EBSCO retains ownership of and the right to use and apply in the performance of Professional Services for third parties, the templates, generalized knowledge, experience, skills, methods, techniques, and know-how of its personnel used in the performance of the Professional Services and the preparation of any Deliverables, as well all rights in any materials or other Deliverables EBSCO provides to Customer under this Agreement; except that, any Customer Data, or Customer Confidential Information or Customer's pre-existing materials that are included in any Deliverables shall remain Customer's sole property.

5. WARRANTY

- 5.1 Limited Warranty for Services. EBSCO warrants for a period of thirty (30) days after the completion of such services ("Services Warranty Period"), that the Professional Services shall be performed in a good, timely and workmanlike manner consistent with industry standards for similar services. Any claim relating to a breach of the warranty for any such services must be made in writing within such Services Warranty Period. If EBSCO cannot provide the Professional Services or Deliverables as warranted in this Section, within a reasonable time after receiving Customer's notification of a deficiency, Customer may, as its sole and exclusive remedy for a breach of such warranty, terminate the applicable SOW and receive a refund of any fees paid for the nonconforming Professional Services or Deliverables.
- 5.2 Disclaimer. EXCEPT AS EXPRESSLY STATED IN SECTION 5.1, EBSCO HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROFESSIONAL SERVICES AND THE DELIVERABLES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, AND NON-INFRINGEMENT.

SERVICE LEVEL ADDENDUM

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “**Addendum**”) supplements the EBSCO License Agreement (the “**Agreement**”) between the Customer (“**Customer**”) and EBSCO Publishing, Inc. (“**EBSCO**”).

1. Definitions

- 1.1 For the purpose of this Addendum the terms, “**Controller**,” “**Processor**,” “**Data Subject**,” “**Personal Data**,” “**Personal Data Breach**,” “**Processing**,” “**Subprocessor**,” and “**Supervisory Authority**” shall have the same meanings as in applicable Data Protection Legislation, and their related terms shall be construed accordingly.
- 1.2 “**Appropriate technical and organizational measures**” shall be interpreted in accordance with applicable Data Protection Legislation.
- 1.3 “**Customer Personal Data**” means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer’s behalf in connection with the Agreement.
- 1.4 “**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time where EBSCO does business, including the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council (the “**GDPR**”), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100, *et seq.* (the “**CCPA**”), and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that implements or supplements, replaces, repeals and/or supersedes any of the foregoing.
- 1.5 “**International Data Transfer**” means the transfer (either directly or via onward transfer) of Personal Data from within the European Economic Area/United Kingdom (as applicable) to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the GDPR).
- 1.6 “**User Personal Data**” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

2. Data Processing: EBSCO as Processor for Customer

- 2.1 Where Customer Personal Data is processed by EBSCO, EBSCO will act as the Processor and the Customer will act as the Controller.
 - 2.1.1 Subject Matter. The subject matter of the Processing is the Customer Personal Data.
 - 2.1.2 Duration. The Processing will be carried out for the duration set forth in the Agreement.
 - 2.1.3 Nature and Purpose. The purpose of the Processing is the provision of products and services to the Customer purchased by the Customer from time to time.
 - 2.1.4 Type of Customer Personal Data and Data Subjects. Customer Personal Data consists of the following categories of information relevant to the following categories of Data Subjects:

- (a) Representatives of Customer: name, address; email address; billing information; login credentials; geolocation data; and professional affiliation.
 - (b) Customer's end users of the EBSCO products and services purchased by Customer (where personalized account information is provided to EBSCO by Customer): name; address; and email address.
- 2.2 EBSCO shall not Process Customer Personal Data other than on the Customer's documented instructions (as set forth in this Addendum or the Agreement or as otherwise directed by Customer in writing). EBSCO will not Process Customer Personal Data for any purpose, including for any commercial purpose, other than for the specific purpose of performing the services specified in the Agreement. If Processing of Customer Personal Data inconsistent with the foregoing provisions of this section is ever required by applicable Data Protection Legislation to which EBSCO is subject, EBSCO shall, to the extent permitted by applicable Data Protection Legislation, inform the Customer of that legal requirement before proceeding with the relevant Processing of that Customer Personal Data.
- 2.3 EBSCO will notify Customer promptly if, in EBSCO's opinion, an instruction for the Processing of Customer Personal Data infringes applicable Data Protection Legislation.
- 2.4 EBSCO shall ensure that all personnel who have access to and/or Process the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 2.5 EBSCO shall, in relation to the Customer Personal Data, implement appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data. When considering what measure is appropriate, each party shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected.
- 2.6 EBSCO shall assist Customer, taking into account the nature of the Processing, (A) by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights under Applicable Data Protection Legislation; (B) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to EBSCO; and (C) by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the GDPR have been met.
- 2.7 EBSCO shall promptly notify Customer upon becoming aware of any confirmed Personal Data Breach affecting the Customer Personal Data.
- 2.8 Upon termination of the Agreement, EBSCO shall, at Customer's election, securely delete or return Customer Personal Data and destroy existing copies unless preservation or retention of such Customer Personal Data is required by any applicable law to which EBSCO is subject.
- 2.9 EBSCO shall allow Customer and Customer's authorized representatives to access and review up-to-date attestations, reports, or extracts thereof from independent bodies (e.g., external auditors, data protection auditors) or suitable certifications, or allow its procedures and documentation to be

inspected or audited by Customer (or its designee) to ensure compliance with the terms of this Addendum. Any audit or inspection must be conducted during EBSCO's regular business hours without interrupting EBSCO's business operations, with reasonable advance notice (at least 45 days) to EBSCO and subject to reasonable confidentiality procedures. In addition, audits or inspections shall be limited to once per year. The scope of such audit shall be limited to documents and records allowing the verification of EBSCO's compliance with the obligations set forth in this Addendum and shall not include financial records of EBSCO or any records concerning EBSCO's other customers. Remote audits shall be utilized where possible, with on-site audits occurring only where a walkthrough of the premises is required.

EBSCO shall, in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party Subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party Subprocessors, and give Customer a reasonable opportunity to object to such changes. If EBSCO provides Personal Data to third-party Subprocessors, EBSCO will include in its agreement with any such third-party Subprocessor terms which offer at least the same level of protection for the Customer Personal Data as those contained herein and as are required by applicable Data Protection Legislation.

3. Data Processing: EBSCO as Joint Controller With Customer

- 3.1 EBSCO and Customer shall act as joint Controllers with respect to User Personal Data.
- 3.2 EBSCO shall be responsible for providing Customer's end user Data Subjects with the information required under GDPR Articles 13 and 14 (including by identifying a contact point for Data Subjects) before processing User Personal Data, and with informing Customer's end users of the essence of EBSCO's arrangement with Customer.
- 3.3 EBSCO shall provide Customer's end user Data Subjects with the ability to exercise their individual rights with respect to User Personal Data within a self-service portal.

4. International Data Transfer

- 4.1 To the extent that any Customer Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Processor Standard Contractual Clauses adopted by the European Commission ("**Processor Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
 - 4.1.1 Customer is the "data exporter" and EBSCO International, Inc. is the "data importer;" and
 - 4.1.2 The provisions of Module Two are incorporated; the provisions under Modules One, Three, and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.
- 4.2 To the extent that any User Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Controller Standard Contractual Clauses adopted by the European Commission ("**Controller Model Clauses**") shall be incorporated by

reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:

- 4.2.1 Customer is the “data exporter” and EBSCO is the “data importer;” and
- 4.2.2 The provisions of Module One are incorporated; the provisions under Modules Two, Three and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.
- 4.3 The Processor Model Clauses and Controller Model Clauses shall be collectively, the “Standard Contractual Clauses.” The applicable version of the Standard Contractual Clauses is those which were approved by the European Commission on June 4, 2021. In the event that the Standard Contractual Clauses are updated, replaced, amended or re-issued by the European Commission (with the updated Standard Contractual Clauses being the “**New Contractual Clauses**”) during the term of this Addendum, the New Contractual Clauses shall be deemed to replace the Standard Contractual Clauses and the parties undertake to be bound by the terms of the New Contractual Clauses effective as of the date of the update (unless either party objects to such change) and the parties shall execute a form of the New Contractual Clauses.
- 4.4 The descriptions required by the Annexes of the Standard Contractual Clauses are replaced by the information in Schedule I, Schedule II, and Schedule III of this Addendum.
- 4.5 To the extent that the UK Information Commissioner’s Office issues any standard contractual clauses for the purpose of making lawful International Data Transfers during the term of this Addendum that will impact the transfers of Customer Personal Data or User Personal Data (with such clauses being the “**UK Standard Contractual Clauses**”), to the extent possible, the UK Standard Contractual Clauses shall be deemed to be incorporated into this Addendum and the parties undertake to be bound by the terms of the UK Standard Contractual Clauses effective as of the date of their issuance (unless either party objects to such change) and the parties shall execute a form of the UK Standard Contractual Clauses.

Schedule I

List of Parties and Description of
Data Transfers

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. **Name:**
Address:
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses:
Signature and date:
Role (controller/processor): Controller and Joint Controller
2. **Additional Information:** EBSCO and Customer shall act as Joint Controllers with respect to User Personal Data (as defined in the Agreement). The Joint Controllers shall perform the following responsibilities accordingly:

Customer	EBSCO
<ul style="list-style-type: none"> - Personalization: Customer decides whether to enable features of personalized accounts in product - Authorize the processing of end user data by EBSCO via the Agreement between parties <ul style="list-style-type: none"> o Provide legal basis for processing end user data o Establish the purposes and scope of processing - Implementation of technical and organizational measures to ensure security of network <ul style="list-style-type: none"> o Access controls – provide guidelines to EBSCO for authorizing who may access the product under the customer's subscription - Data Subject Access Requests <ul style="list-style-type: none"> o As needed, provides details of requests to EBSCO if request is received by Customer from end users (in the event that an end user submits a request through Customer rather than through EBSCO) 	<ul style="list-style-type: none"> - Implementation of organizational and technical measures <ul style="list-style-type: none"> o See Schedule II for details - Maintenance and support of product <ul style="list-style-type: none"> o Security patches o Feature updates o Technical support o Availability and up-time - Data storage, including backups - Establish the purposes and scope of processing via the Agreement between Parties - Data Subject Access Requests <ul style="list-style-type: none"> o Receives and processes Data Subject Access Requests and honors the data subject rights of information, access, rectification, erasure, restricted processing, data portability, right to object, and the right to avoid automated decision-making o Manages the contact form, email address, and phone number for intake of privacy requests

Customer	EBSCO
	<ul style="list-style-type: none"> ○ Upon request, notifies customer of data subject request - Provide legal basis for processing end user data <ul style="list-style-type: none"> ○ Agreement between parties establishes contract to provide services ○ Collection of individual consent and acceptance of terms of use, privacy policy, etc. from end users - Incident response <ul style="list-style-type: none"> ○ Implementation of process ○ Notification of customer - Subprocessors - vetting and notifying customer of new subprocessors - Privacy Risk Assessments – conduct PRA/DPIA as needed for vendors, features, products, etc. which process personal information

Data importer(s):

For Customer Personal Data:

- Name:** EBSCO International, Inc.
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research
Signature and date:
Role (controller/processor): Processor
- Additional Information:** Customer will act as the Controller of Customer Personal Data where Customer Personal Data is processed by EBSCO. EBSCO will act as the Processor of Customer Personal Data.

"Customer Personal Data" means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer's behalf in connection with the Agreement.

For User Personal Data:

- Name:** EBSCO International, Inc.
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research, creation of user profiles
Signature and date:
Role (controller/processor): Joint Controller and Processor

2. **Additional Information:** Customer will act as the Controller of User Personal Data where User Personal Data is processed by EBSCO. EBSCO will act as the Joint Controller of User Personal Data.

“User Personal Data” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: Entity information required for handling the subscription and users of applications, including but not limited to students, teachers, employees, authors.

Categories of personal data transferred: First name, last name, email address, authentication information, search information, research notes.

Sensitive Data transferred (if applicable), and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved: Not Applicable.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): Continuous.

Nature of the processing: Providing access to EBSCO databases; storing user information in customized profiles; facilitating the retrieval of user search history.

Purpose(s) of the data transfer and further processing: To perform the obligations between the parties, per the Agreement, to provide research tools, to personalize the experience and to prevent harvesting. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As long as reasonably necessary, some personalization information will be held until deletion is requested by a customer or user.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Subject Matter: First name, last name, email address, authentication information, search information, research notes

Nature of processing: The nature of processing includes the following: Data storage and software delivery, consent management, fulfilling data subject rights requests. Please also see Schedule III for the link to the Subprocessors for comprehensive information about how specific subprocessors process data.

Duration: Continuous

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority, in accordance with Clause 13, is the Supervisory Authority of Ireland.

Schedule II

Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of Data

EBSCO shall maintain and use appropriate safeguards to prevent the unauthorized access to or use of Customer Personal Data and to implement administrative, physical and technical safeguards to protect Customer Personal Data. Such safeguards shall include:

1. Network and Application Security and Vulnerability Management:

a. Measures of pseudonymization and encryption of personal data:

Personal data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256), and in transit using Transport Layer Security (TLS) encryption. Cryptographic key management is in place as outlined in National Institute of Science and Technology (NIST) standard 800-57.

b. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services:

EBSCO has an ongoing commitment to certification against relevant International Organization for Standardization (ISO) standards, including ISO standards 27001, 27017, 27018 and 27701 both on-premise and at Amazon Web Services (AWS) managed data centers. EBSCO is hosted both within the Amazon Web Services platform and within legacy on premise data centers in Ipswich, MA and Boston, MA. Applications and data are distributed for purposes of high availability and resilience. Features such as automatic recovery and automatic scaling have been implemented. Applications together with their container configuration can be redeployed within minutes, if necessary.

c. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident:

All applications and data are distributed across multiple nodes and the nodes are distributed across multiple availability zones within Amazon Web Services to ensure high availability of the service. The use of a container-based architecture further helps to ensure high availability of the service. For example, applications automatically restart if they encounter issues and if a specific node fails, it is removed from service and traffic is directed to the remaining 'healthy' nodes. Where appropriate, nodes are set to automatically scale to handle unexpected spikes in traffic. Regular service management meetings review the performance and future capacity needs of the service. The infrastructure enables horizontal and vertical scaling to be implemented with significantly reduced lead times compared to a physical infrastructure.

For our legacy on premise, EIS employs two concurrent data centers with failover capabilities in the event that one of the sites experiences an outage. EBSCO's on-premise data centers are protected with uninterruptable power supplies, fire suppression systems and limited access only to personnel necessary for the ongoing operation of the data centers.

EBSCO continuously monitors service availability. The current status can be found here: <https://status.ebsco.com/>

- d. Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing:

EBSCO contracts third party penetration testing on an annual basis. In addition, vulnerability scans are conducted through an automated code deployment pipeline. Our production environment is scanned continuously. We employ a managed 24/7 security operations team to continuously monitor our environment. EBSCO regularly applies security updates to our environment following our comprehensive vulnerability management process. These updates are done on a rolling basis using a Scaled Agile Framework for Enterprises (SAFe).

Organizational measures are reviewed twice annually, through an internal audit as well as an external audit conducted on an annual basis by accredited third party auditors. In addition, regular access reviews to sensitive data and systems are conducted on a regular basis.

EBSCO continually evaluates the security of its network and associated Services to determine whether additional or different security measures are required to respond to security risks or findings generated by periodic reviews.

- e. Measures for the protection of data during transmission:
All data is encrypted in transit using TLS, both from the users' browser to the applications as well as data in transit between EBSCO systems and subprocessors.
- f. Measures for the protection of data during storage:
Personal Data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256). All data storage is isolated from the public internet by a dedicated firewall to ensure only EBSCO personnel can access the database.
- g. Measures for ensuring system configuration, including default configuration:
Standardized system configurations are enforced through automated code deployment pipelines where appropriate.
- h. Measures for internal IT and IT security governance and management:
EBSCO's Governance Risk and Compliance (GRC) Team maintains the EBSCO Information Security and Privacy Management system (ISPMS). The ISPMS is continuously monitored and improved to conform to or exceed the standards required by ISO 27001, ISO 27701, ISO 27017, and ISO 27108. The EBSCO ISPMS is comprised of the ISMS-Information Security Management System and PIMS-Privacy Information Management System. External and internal audits of the ISPMS are performed on an annual basis. Security logs are monitored continuously.
- i. Measures for certification/assurance of processes and products:
In addition to the measures for internal IT management and IT security governance above, regular, mandatory training is delivered through an online learning platform to ensure all staff are familiar with their responsibilities and up to date with policies and procedures. Clear processes are in place to manage security related incidents and to liaise with law enforcement if required.
- j. Measures for ensuring data minimization:
EBSCO follows best practices for minimizing data attributes to only those needed to perform required functions and allow its customers and user patrons the ability to extend the minimum

default data set if required.

k. Measures for ensuring data quality:

Institutions and end users have the ability to review and update their information through a self-service module, or through contacting EBSCO according to the Privacy Policy. Where applicable, data validation controls are implemented in our environment.

2. Logical access controls:

a. Measures for user identification and authorization:

A small number of the EBSCO Team with responsibilities for administering and supporting the system have access to the production environment and databases. This is strictly controlled by role and requires two-factor authentication to gain access.

Customer Administrator access to end user data is only possible through using an EBSCOadmin administrator account. Only personnel designated by the customer and a small number of EBSCO's privileged users have access to this information.

Customers have the ability to set up different authentication options. Options include, but are not limited to, integration through Single Sign On (SSO) using SAML 2.0, username and password, IP whitelist authentication, patron ID, Google Campus Activated Subscriber Access (CASA), Universal CASA and Cookies.

3. Secure media disposal controls:

a. Measures for ensuring limited data retention:

It is vital that personal data stored within EBSCO's systems meets the requirements for data privacy and protection and part of that is ensuring personal data is not retained beyond what is necessary for the defined purpose.

In many cases, EBSCO allows the ability for customers to anonymize end user data by pseudonymized SSO configuration or removing the option for User Patrons to personalize.

b. Measures for allowing data portability and ensuring erasure:

Upon request or through the self-service module, EBSCO customers can extract Database Usage Reports, Interface Usage Reports, Link Activity Reports, Login Usage Report and Title Usage Reports. This data can also be obtained upon request at contract termination, or at any time through EBSCOadmin.

4. Logging Controls:

a. Measures for ensuring events logging:

EBSCO allows customers to view database usage reports, interface usage reports, link activity reports, login usage reports and title usage reports through EBSCOadmin.

EBSCO employs Security Information and Event Management (SIEM) logs across our resources. These logs are monitored internally by our information security team and 24/7 managed security operations center (SOC). No customer action is required, and customers do not have access to these internal logs.

5. Personnel Controls:

Contracts for new staff and the onboarding process emphasize individual responsibilities for information security and the potential penalties for misuse. Staff resignations trigger an automated process to ensure access rights to EBSCO's systems are revoked in a timely fashion.

The IT Acceptable Use Agreement covers the acceptable use of EBSCO's information assets. It is issued to both permanent and contract staff and forms part of the induction for new starters.

Security awareness training is delivered through EBSCO's online training platform. It is delivered at least annually and is mandatory for all employees.

6. Physical security and environmental controls:

- a. Measures for ensuring physical security of locations at which personal data are processed:
EBSCO is committed to ensuring the safety of its employees, contractors and assets and takes the issue of physical security very seriously. EBSCO has a comprehensive set of physical security controls which ensure that its data centers and offices are sufficiently protected. Access to data centers is limited only to necessary personnel, and all access is logged and reviewed for abnormalities.

EBSCO also contracts with AWS for the processing of customer data. AWS provides world class security within their hosted data centers. For more information on physical security in AWS hosted environments see: <https://aws.amazon.com/compliance/data-center/controls/>.

Schedule III

List of Subprocessorsors

MODULE TWO: Transfer controller to processor

The controller has been notified of the use of the subprocessors linked below may be utilized at the time of contract execution. For an updated list of subprocessors, please see www.ebsco.com/subprocessors.



Owner Information

Name : Pahrump Community Library
Address : 701 East St.
City, State, Zip : Pahrump, NV 89048
Phone : 775-727-5930 ext. 104
Email : kthomas@pahrumplibrary.org
Project Name : Verkada Intercom & Access Control
Work Location : 701 East St.
Proposal Date: 4/16/2025

Contractor Information

Company Name : Desert Wire
NV License # : 0093115
Address : 8375 W Torino Ave
City, State, Zip : Las Vegas, NV 89113
Phone : 725-331-1161
Email : lisat@desertwire.net

Scope of Work

Turn Key Verkada Intercom System

Total of 1x video intercom, and access control door

Supply, install, and configure 1x Verkada video Intercom, with 30 days of recorded video
Supply and install 1x Altronix power supply, to provide power for electrified surface strike

1x Combo access control cable run, from intercom to Verkada Door controller

Utilizing 1x port on existing customer supplied network switch to connect Verkada intercom to internet
Supply and install 1x HES 9600 surface mount electric strike on existing door

1-Year Parts warranty on non-Verkada products

1-Year labor warranty

10-Year warranty on all Verkada products

Verkada software licenses include:

Unlimited users and access across web and mobile platforms

Automatic firmware and cloud software updates

Unlimited cloud archiving of video clips

24/7 Verkada customer support (available via phone, email, and live chat)

This proposal is valid for 60 days

To begin work, a 50% deposit is required. The remaining 50% will be due upon project completion, once you're fully satisfied with the results.

Not Included

Scissor/ boom lift rental
110v power

Internet
Conduit

Parts List

Part Number	Description	Quantity
Flat Rate	Access Control Combo Cable Run	1
TD33	Verkada Video Intercom, 30 days of recorded video	1
CS102879	HES 9600 Surface mount electric strike, satin stainless steel	1
AL600ULACM	Alronix Power Supply	1
	Freight	1
	Cabling Labor Hours	2
	Technician Labor Hours	12
	IT Labor Hours	1

TOTAL INSTALLATION MATERIAL & LABOR COST	\$	4,483.35
Verkada 1-Year License Cost	\$	186.13
Verkada 3-Year License Cost	\$	555.01
Verkada 5-Year License Cost	\$	917.39

To begin work, a 50% deposit is required. The remaining 50% will be due upon project completion, once you're fully satisfied with the results.

This proposal is valid for 60 days

Printed Name

Date



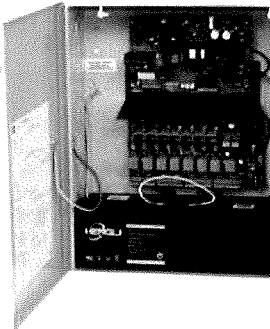
✓ Verkada

TD33

Compact Intercom
for Intuitive Calling,
Enhanced Security,
and Seamless Access



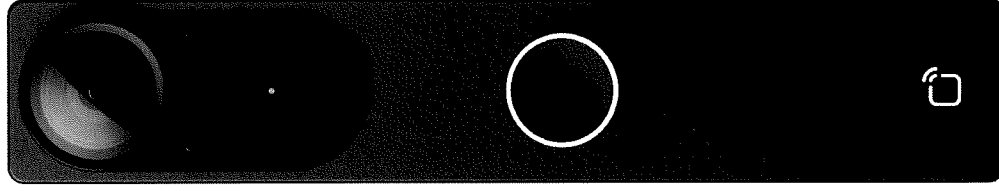
HES 9400 Electric Strike Slim line Surface
Mounted Solution Satin Stainless Steel



Altronix®

Access Power Controller w/ Power Supply/Charger, 8 Fused Relay
Outputs, 12/24VDC @ 6A, FAI, 115VAC, BC400 Enclosure

Verkada Intercom



Video Intercom



Security Camera



Single Door Controller



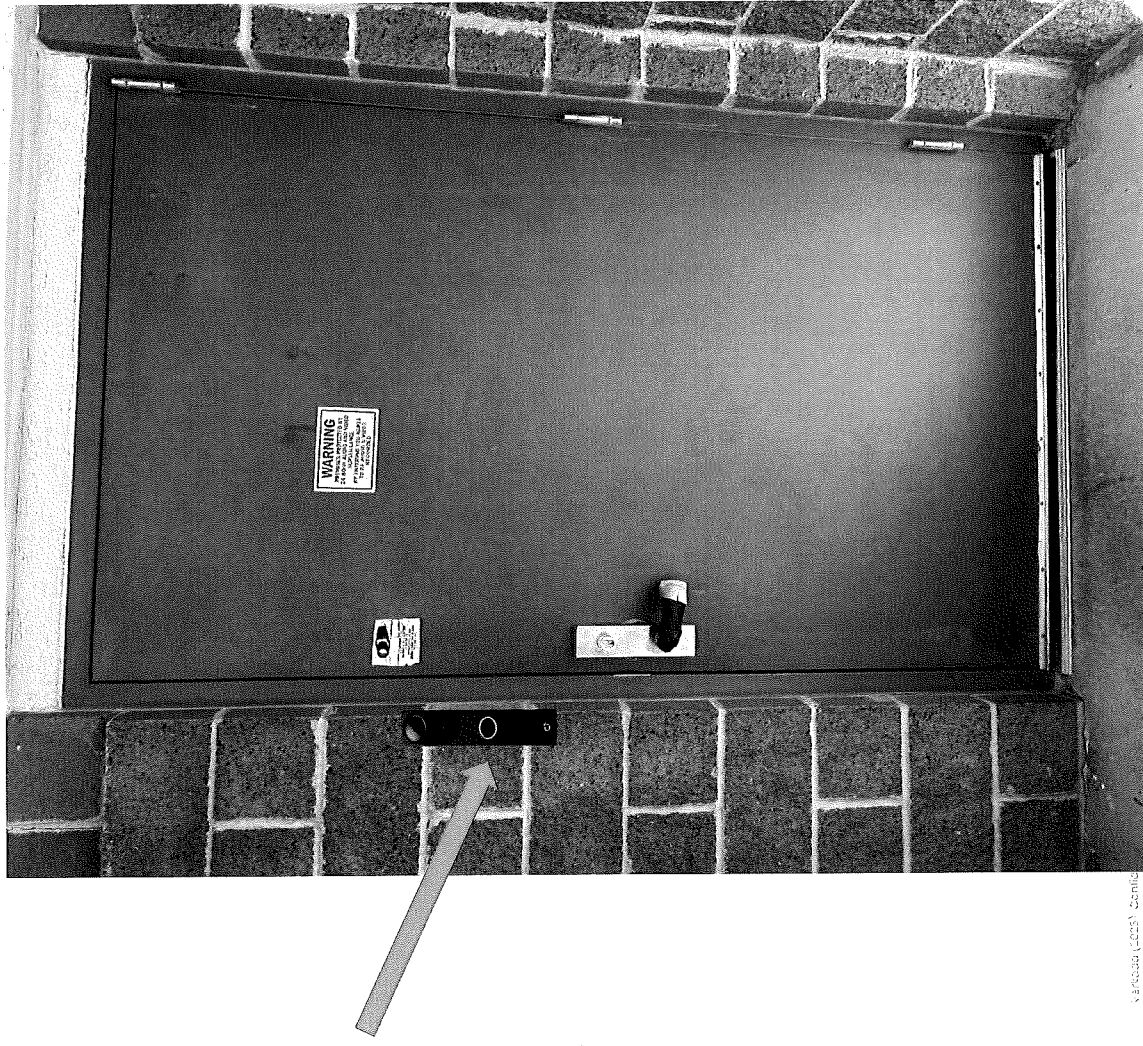
Talkdown Speaker



Access Reader



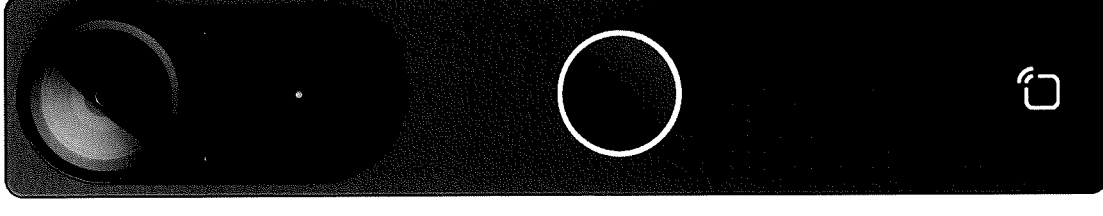
- **Multiple Access Methods:** Users can enter and exit using a badge, key fob, or Bluetooth via a mobile device.
- **Visitor Access:** Individuals without credentials can press a call button to reach assigned staff. Receivers can see live video, communicate with the visitor, and grant or deny access remotely on their phone or computer.
- **Off-Hours Messaging:** A customizable away message can be played during non-business hours.
- **Temporary Access:** Temporary credentials can be issued for visitors such as maintenance personnel, cleaning staff, or guests.
- **Security Features:** The system functions as a security camera, recording all activity and maintaining detailed access logs.
- **Instant Access Control:** Grant or revoke access for employees in seconds





Reader

- An access control reader 'reads' the credential presented (via Badge or Bluetooth) and sends the relevant information to the Access Controller which will then provide the response:
 - If access is granted, it will then trigger the unlocking process
 - If access is denied, it will maintain the locked status
 - All information is logged and saved in audit logs
 - If needed, a key can still be used to access the door.



1. ERZUG (LERN) SICH DENKEN!



Verkada Pass App

Use your smartphone as an ID

Modern Mobile Credential

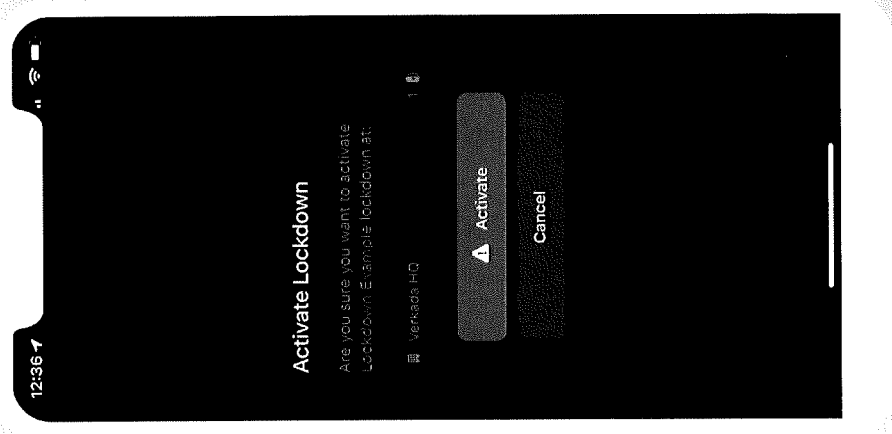
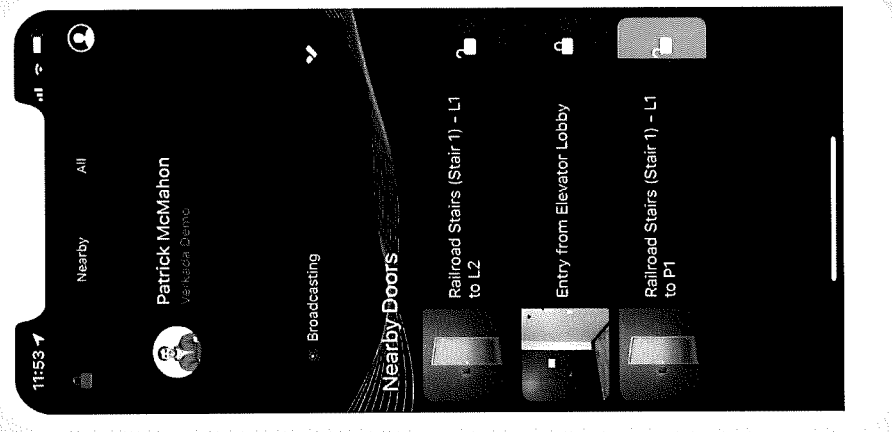
Use your smartphone as a mobile credential with the free Verkada Pass App and Apple Wallet

Digital Keycard

Use mobile phone to lock and unlock doors.

Simplified Lockdown

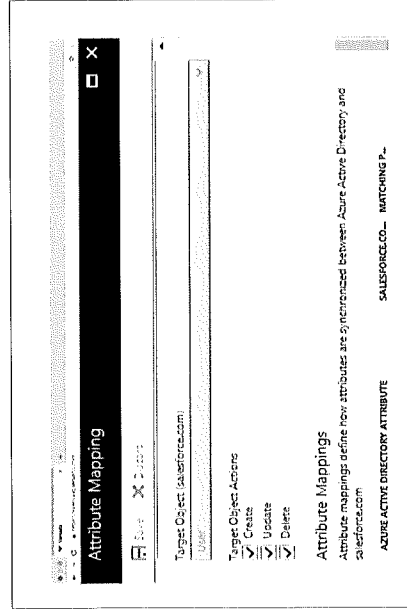
Administrators can initiate a lockdown in one tap.





Physical Identity Management

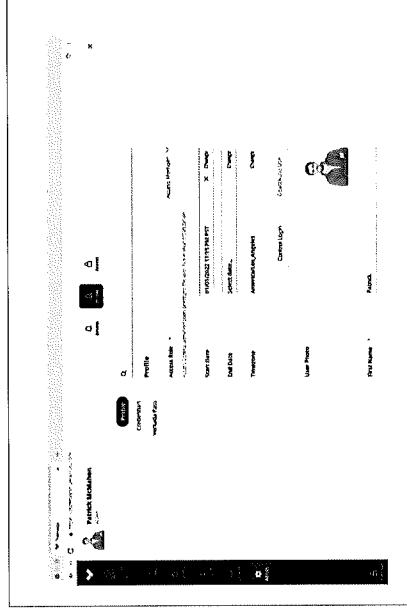
End-to-end credential management



Automated Onboarding & Offboarding

Integrate with SSO platforms.

Automatically create / modify users.

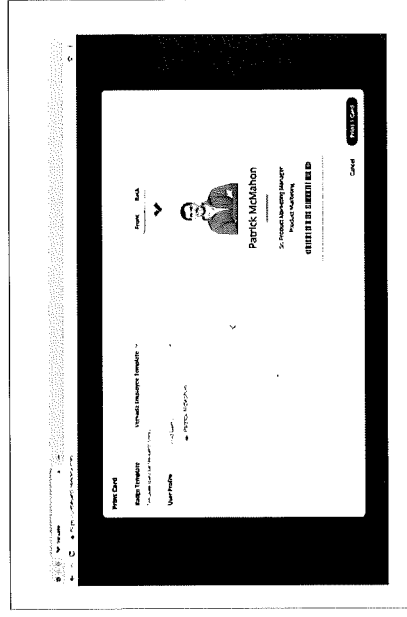


Easy to Manage Profiles

Manage user profiles and credentials.

Audit user history.

Credential Auto-Deactivate.



Native Badge Printing & Design

Design and print ID badges.

Issue and manage credentials.



When someone does not have a badge or access



© 2018 Verkada Inc.

Verkada Pass

You can receive Calls From Anywhere

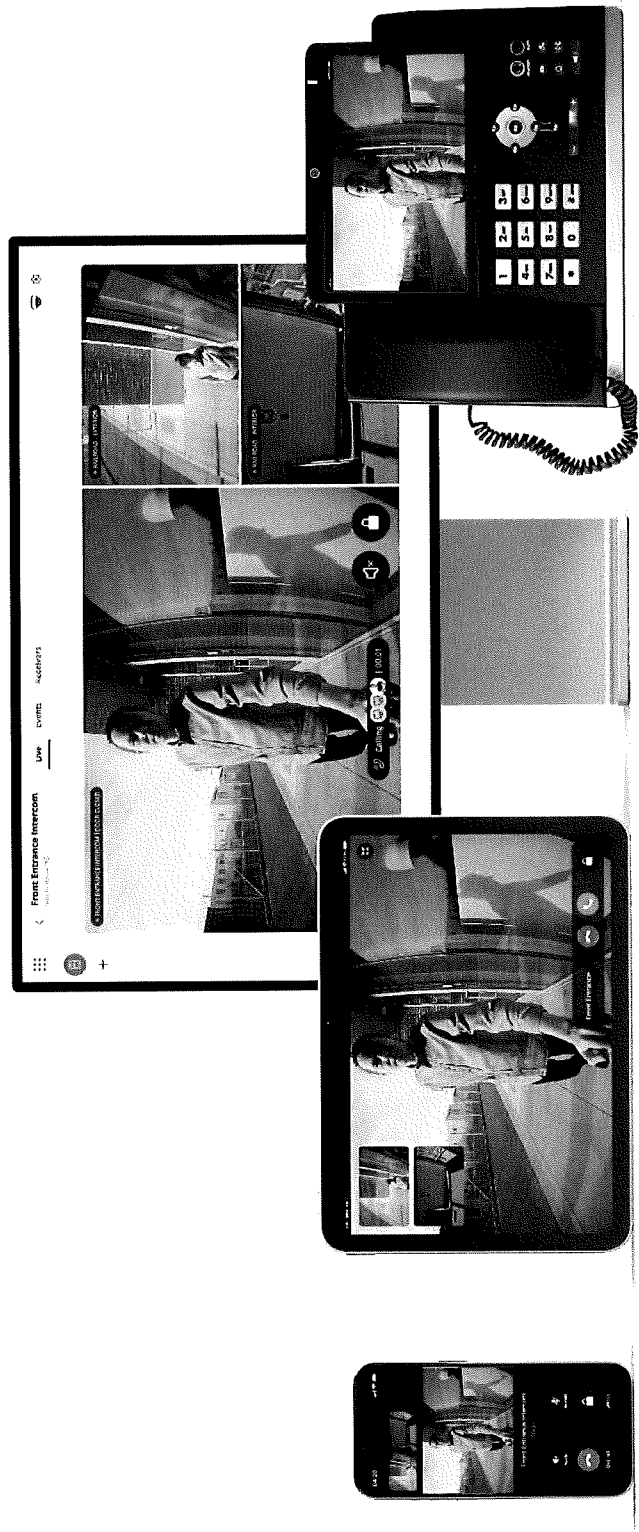
Mobile Call Receiving

Take full-frame mobile calls with clear audio and sharp video, and open doors at the touch of a button.

Talkdown to Intercom

Talk down call directly from Verkada Pass, even if there is no incoming call from the device.





Flexible Receiver Methods



Functions like a security Camera



Simplified Search

Native integration for proactive security

Video Verification

Instant verification of Access Events and insights like Tailgate Detection.

Receive Proactive Alerts

Set custom rules to receive SMS / email notifications to detect events as they happen.

Unified Platform

One place to manage all physical access.
One audit log as your source of truth.



VERKADA (2022) CONFIDENTIAL



Summary of Benefits



10-year product warranty



Unlimited user



Unlimited cloud archiving for video clips



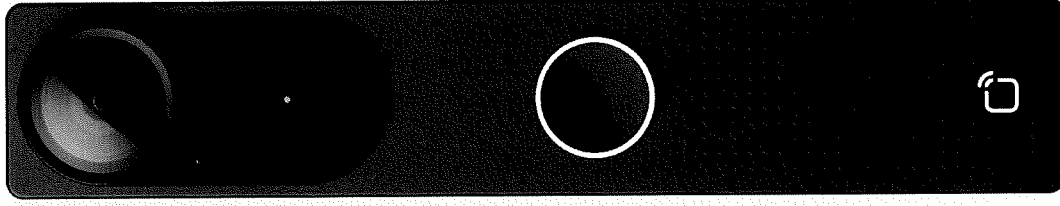
Automatic firmware & software updates



Lower 10 year TCO



Predictable renewal costs



1. 4K256G (200%) Cloud Archiving



Owner Information

Contractor Information

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Address : 701 East St
City, State, Zip : Pahrump, NV 89048
Phone : 775-727-5930 ext. 104
Email : kthomas@pahumpcommunitylibrary.org
Project Name : Verkada Intercom & Access Control
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AL600ULACM	Altronix Power Supply	1
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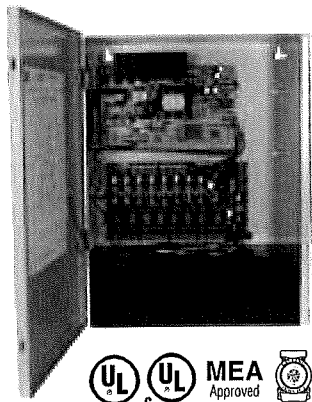
Cabling Labor Hours 2
Technician Labor Hours 12
IT Labor Hours 1

TOTAL INSTALLATION MATERIAL & LABOR COST	\$	4,483.35
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To begin work, a 50% deposit is required. The remaining 50% will be due upon project completion, once you're fully satisfied with the results.
This proposal is valid for 60 days

Printed Name Date

Overview



- The AL600ULACM / AL600ULACMCB converts an 115VAC 60Hz input into eight (8) independently controlled 12VDC or 24VDC Fail-Safe and/or Fail-Secure outputs with a total of 6 amp continuous supply current. These power outputs can be converted to dry form "C" contacts (AL600ULACM only). Outputs are activated by an open collector sink or normally open (NO) dry trigger input from an Access Control System, Card Reader, Keypad, Push Button, PIR, etc. These units will route power to a variety of access control hardware devices including Mag Locks, Electric Strikes, Magnetic Door Holders, etc. The outputs will operate in both Fail-Safe and/or Fail-Secure modes. The units are designed to be powered by one common power source (factory installed) which will provide power for both the board operation and locking devices, or two (2) totally independent power sources, one (1) providing power for board operation and the other for lock / accessory power. The FACP Interface enables Emergency Egress, Alarm Monitoring, or may be used to trigger other auxiliary devices. The fire alarm disconnect feature is individually selectable for any or all of the eight (8) outputs.

AL600ULACM

- Eight (8) independently controlled fuse protected outputs.

AL600ULACMCB

- Eight (8) independently controlled PTC protected outputs.
- Class 2 Rated power limited outputs.

Specifications

- 12VDC or 24VDC @ 6 amp supply current.
- Power supply input options:
 - a) One (1) common power input for ACM8/ACM8CB and lock power (factory installed).
 - b) Two (2) isolated power inputs - One (1) to power the ACM8/ACM8CB and one (1) for lock accessory power, (external power supply is required). (Current is determined by the power supply connected, not to exceed a maximum of 10 amp total).
- Eight (8) Access Control System trigger inputs. Input options:
 - a) Eight (8) normally open (NO) inputs.
 - b) Eight (8) open collector inputs.
 - c) Any combination of the above.
- Eight (8) independently controlled outputs. Output options:
 - a) Eight (8) Fail-Safe and/or Fail-Secure power outputs.
 - b) Eight (8) form "C" 5 amp rated relay outputs (AL600ULACM only).
 - c) Any combination of the above (AL600ULACM only).
- Eight (8) auxiliary power outputs (unswitched)
- Output ratings:
 - Fuses are rated @ 3.5 amp (AL600ULACM).
 - PTCs are rated @ 2.5 amp (AL600ULACMCB).
- ACM8 board main fuse is rated at 10 amp.
- Input 115VAC 60Hz rated @ 1.9 amp.
- Filtered and electronically regulated outputs (built-in power supply).
- Red LEDs indicate outputs are triggered (relays energized).
- Fire Alarm disconnect (latching or non-latching) is individually selectable for any or all of the eight (8) outputs. Fire Alarm disconnect input options:
 - a) Normally open (NO) or normally closed (NC) dry contact input.
 - b) Polarity reversal input from FACP signaling circuit.
- Alarm output relay indicates that FACP input is triggered (form "C" contact rated @ 1 amp 28VDC not evaluated by UL).
- Green LED indicates when FACP disconnect is triggered.
- Built-in charger for sealed lead acid or gel type batteries.
- AL600ULXB (Power Supply Board) maximum charge current .7 amp.
- Automatic switch over to stand-by battery when AC fails.
- AC input and DC output LED indicators.
- Zero voltage drop when unit switches over to battery backup (AC failure condition).
- Short circuit and thermal overload protection.
- AC fail supervision (form "C" contact).
- Battery fail and battery presence supervision (form "C" contact).
- Enclosure accommodates up to two (2) 12AH batteries.

Agency Approvals



UL Listed for Access Control Systems Units
(UL 294).

MEA
Approved

MEA - NYC Department of
Buildings Approved.



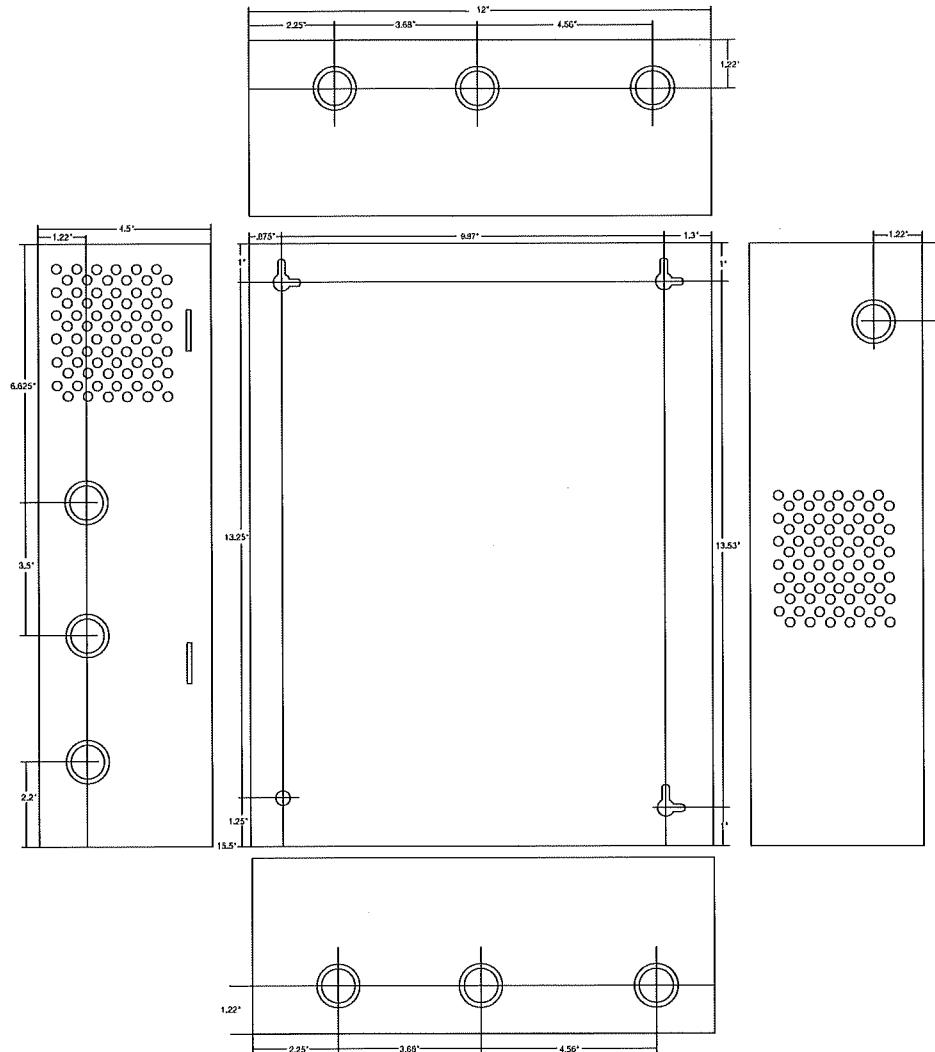
CUL Listed - CSA Standard C22.2
No.205-M1983 Signal Equipment.

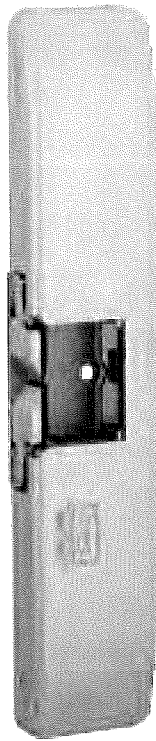


CSFM - California State Fire
Marshal Approved.

Enclosure Dimensions

15.5"H x 12"W x 4.5"D





The 9600 series is a windstorm-rated, surface mounted electric strike designed to accommodate rim exit devices with a 3/4" throw Pullman latchbolt. All components are completely encased within its 3/4" thick stainless steel housing, so no cutting on the frame is required for installation. Simply place the electric strike on the surface of the frame, align it with the exit latchbolt and install. Adjustments have never been easier as the base is now separate from the cover. It is field selectable for fail secure or fail safe operation, and for 12 or 24 VDC.

The 9600 is the only surface mounted electric strike designed with the strength and durability required to exceed the severe forces of ANSI Windstorm testing.

9600 Series

The stylish windstorm- rated, surface mounted solution

Specifications

- UL listed to ANSI 250.13-2003 Severe windstorm listed
- Florida Building Code Approved (FL#14307)
- UL 1034 burglary-resistant listed and suitable for outdoor use
- UL 294 (6th Edition) listed
- ANSI/BHMA, A156.31 Grade 1
- Environmental Product Declaration

- RoHS compliant
- Patents: 6,390,520; 8,454,063 and patent pending

Frame Application

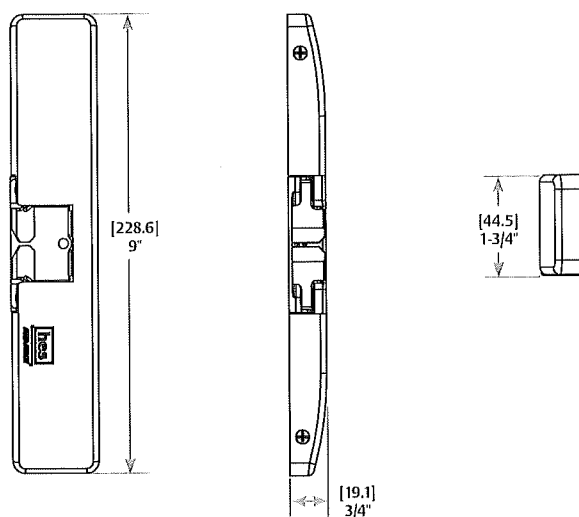
- Metal
- Wood

Electrical (continuous duty)

- .45 Amps at 12 VDC
- .25 Amps at 24 VDC

9600 Models

9600	Universal electric strike	
RF-9600	Integrated Prox	Includes the strike body, Prox reader and door position switch
IC-9600	Integrated iCLASS®	Includes the strike body, iCLASS reader and door position switch



Standard Features

- Installs in metal or wood frames
- Wood screws not provided
- Separate base and decorative cover for easy adjustments
- Stainless steel construction
- Tamper-resistant
- Static strength 2,000 lbs.
- Dynamic strength 120 ft-lbs.
- Endurance 1,000,000 cycles
- Field selectable fail secure/fail safe
- Dual-voltage 12 or 24 VDC
- Horizontal adjustment
- Non-handed
- Internally mounted solenoid
- Accommodates up to 3/4" Pullman latch
- Five-year limited warranty

* Independently verified by a nationally recognized testing laboratory.

Optional Features

- LBM** » Latchbolt monitor
LBSM » Latchbolt strike monitor

Accessories

- 9000-108** » Spacer plate (black or 630 finish)
9000-MTK » Metal template kit
SMB » Surface mounting box
2001M » Plug-in bridge rectifier
2004M » ElectroLynx® adapter
2005M3 » SMART Pac® III
2006M » Plug-in buzzer

Finishes

- 630** » Satin stainless steel
605 » Bright brass
606 » Satin brass
612 » Satin bronze
613 » Bronze toned
613E » Dark oxidized satin bronze
629 » Bright stainless steel



RIM EXIT
DEVICES



FIELD SELECTABLE
(12 OR 24VDC)



FIELD SELECTABLE
(FAIL SECURE /
FAIL SAFE)



GRADE 1



OUTDOOR
RATED



UL 1034
BURGLARY
LISTED



ANSI A250.13-2003
WINDSTORM
RESISTANT

hes
ASSA ABLOY

75

1. Scope of Work

Desert Wire (the "Contractor") will provide low voltage services including but not limited to the installation, configuration, and/or maintenance of surveillance systems, access control, structured cabling, audio/visual, and related infrastructure as detailed in the accompanying proposal or service agreement.

2. Scheduling and Access

The Client agrees to provide timely access to the job site for the Contractor's personnel, including access to all required areas, equipment rooms, and any necessary keys or entry codes, in order to complete the work as scheduled.

3. Change Orders

Any additions, deletions, or changes to the scope of work must be submitted in writing and approved by both parties. Additional charges may apply and will be documented in a revised proposal or invoice.

4. Payment Terms

Unless otherwise agreed upon, a 50% deposit is due prior to the commencement of work, with the remaining balance due upon completion. Late payments may be subject to a service charge of 1.5% per month (or the maximum rate permitted by law).

5. Labor Warranty

All installation labor performed by Desert Wire is covered by a **1-year warranty** from the date of completion. This warranty covers workmanship defects only. It does not include equipment failure (covered by manufacturer warranties), damage caused by misuse, acts of nature, third-party interference, or unauthorized modifications.

6. Equipment Warranty

All hardware and materials supplied by the Contractor are subject to the original manufacturer's warranty. The Contractor will assist with warranty claims within the labor warranty period but is not liable for delays or decisions made by manufacturers.

7. System Support

Ongoing support and system maintenance beyond the labor warranty period are available under a separate service agreement. Emergency or after-hours service requests may incur additional charges.

8. Limitation of Liability

The Contractor shall not be liable for indirect, incidental, or consequential damages, including but not limited to loss of profits or data, arising from the use or inability to use the installed systems.

9. Termination

Either party may terminate the agreement with written notice if the other party materially breaches its obligations and fails to cure such breach within 10 business days of receiving notice.

10. Governing Law

This agreement shall be governed by the laws of the state of Nevada. The parties hereby agree that venue for any and all disputes related to this agreement shall be in the Fifth Judicial District Court of the State of Nevada, in and for the County of Nye.

END USER AGREEMENT

This End User Agreement ("**Agreement**") is entered into by and between Verkada Inc. ("**Verkada**") and Pahrump Community Library, a Nevada Public Library ("**Customer**"), and governs the purchase and use of the Products (as defined below) by Customer. This Agreement is effective as of the date last signed below.

Verkada and Customer agree as follows.

1. DEFINITIONS

The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of the Agreement.

"**Claim**" means any third party claim, action, demand, suit, or proceeding made or brought against a party to this Agreement.

"**Customer Data**" means all data provided by Customer to Verkada through the Products but excludes System Data (defined below).

"**Documentation**" means the online documentation regarding the Hardware, available at www.verkada.com/docs/ or as otherwise provided within the Hosted Software.

"**DPA**" means the then-current Data Processing Addendum available at <https://legal.verkada.com/#cdpa>.

"**Firmware**" means the software developed and maintained by Verkada that is stored on the Hardware and enables the basic functioning of the Hardware and its communication with the Hosted Software.

"**Hardware**" means the Verkada hardware products, including security cameras, access control units, alarm units, and environmental sensors.

"**Hosted Software**" means Verkada's Software-as-a-Service system, currently known as "**Command**," and related infrastructure made available to Customer to manage and configure the Hardware.

"**License**" means each license SKU set forth on a Purchase Order.

"**License Term**" means, subject to Section 2.1 below, the period starting on Product shipment and continuing for the length of time indicated in the License SKU set forth on the applicable Purchase Order (plus a 30 day period).

"**Partner**" means a third-party authorized by Verkada to resell the Products, to whom Customer has delivered an ordering document to purchase such Products.

"**Product Feature(s)**" means a unique feature set within the Hosted Software that is identified by a particular stock keeping unit (SKU) on a Purchase Order.

"**Products**" means, collectively, the Software, Hardware, Product Features, Documentation, and all modifications, updates, and upgrades thereto and derivative works thereof.

"**Product-Specific Terms**" means the then-current terms for certain features, functionality, and/or services included as part of or with the Products available at <https://legal.verkada.com/#product-specific-terms>.

"Purchase Order" means each order document submitted to Verkada by a Partner on behalf of Customer, and accepted by Verkada, indicating Partner's firm commitment to purchase the Products for the prices set forth therein.

"Service Level Agreement" means the then-current Service Level Agreement available at <https://legal.verkada.com/#sla>.

"Software" means the Firmware, Hosted Software, and any other software that Verkada makes available for download by the Customer.

"Support" means the technical support services and resources available at www.verkada.com/support.

"Supported Third Party Devices" means non-Verkada hardware products, including certain third party wireless locks and/or video cameras, which Customer may manage via the Software.

"System Data" means configuration information, log and event data, Product performance data, and statistics regarding Customer's use of the Products.

"Users" means employees of Customer, or other third parties, each of whom are authorized by Customer to use the Products on Customer's behalf.

2. LICENSE AND RESTRICTIONS

2.1 License to Customer. When Customer purchases a License, Verkada grants Customer a royalty-free, nonexclusive, non-transferable (except under Section 12) worldwide right during the License Term to use the Software, subject to the terms of this Agreement. Customer must purchase one or more Licenses to use the Software for at least the number and type of Hardware units, Supported Third Party Devices, and/or Product Features that the Customer manages by means of the Software (collectively, **"Valid Licensing"**); however, Customer may authorize an unlimited number of Users to access and use the Software. If Customer purchases additional Licenses, either in connection with the purchase of additional Hardware units or renewal of Licenses for existing Hardware units, the overall License Term will be modified such that the License Term for all Licenses purchased will expire and terminate on the same date. If Customer does not maintain Valid Licensing, then (i) Customer will have limited or no access to Customer Data, Product Features, and the Software, and (ii) the Hardware will not function as designed. Certain Products are subject to the Product-Specific Terms.

2.2 License to Verkada. During the License Term, Customer will transfer Customer Data to Verkada while using the Products. Customer grants Verkada a non-exclusive right and license to use, reproduce, modify, store, and process Customer Data solely to maintain the Products and provide them to Customer. Customer represents and warrants that it possesses the necessary rights and authority to grant Verkada the rights set forth in this Section 2.2 with respect to Customer Data.

2.3 Restrictions. Customer will not and will ensure its Users do not: (i) use (or allow a third party to use) the Products for any competitive purposes (other than for routine product comparison purposes), including monitoring or testing their availability, security, performance, or functionality, in each case without Verkada's express written consent; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, tamper with the Hardware, or copy the Products or any of their components; (iv) collect any Customer Data with the Products without first providing all required notices or obtaining necessary licenses, authorizations, approvals, or consents (including from data subjects) as required under applicable law; or (v) use the Products to conduct any fraudulent or malicious activities or otherwise in violation of applicable law or regulation (each of (i) through (v), a **"Prohibited Use"**).

3. COURTESY RETURNS; HARDWARE WARRANTY AND WARRANTY RETURNS

3.1 Courtesy Returns. Customer may return up to \$250,000 worth of Products (as reflected in the net price set forth on one or more Purchase Order(s)) for any reason within the 30-day period starting on the shipment date of such Products (a "**Courtesy Return**"). To initiate a Courtesy Return, Customer must send a request for a Courtesy Return by email within such 30-day period either to (a) the Partner that submitted the Purchase Order(s) for the Products to be returned or (b) the Verkada sales representative responsible for Customer's account, and include the serial numbers of the Products to be returned.

3.2 Hardware Warranty. Verkada represents to the original purchaser and user of the Hardware that, for the period set forth in the applicable Documentation from the date of shipment to the location specified on the Purchase Order, the Hardware will be substantially free of defects in materials and workmanship ("**Hardware Warranty**").

3.3 Remedy for Breach of Hardware Warranty. Customer's sole and exclusive remedy and Verkada's (and its suppliers' and licensors') sole and exclusive liability for a breach of the Hardware Warranty will be, in Verkada's sole discretion, to replace the non-conforming Hardware. Replacement may be made with a new or refurbished product or components. If the Hardware or a component within it is no longer available, then Verkada may replace the Hardware unit with a similar product of similar function. Any Hardware unit that has been replaced under the Hardware Warranty will be covered by the terms of the Hardware Warranty for the longer of (a) 90 days from the date of the delivery, or (b) the remainder of the original Hardware Warranty period. Customers engaging in a Prohibited Use serves to void the Hardware Warranty.

3.4 Warranty Returns. To request a return under the Hardware Warranty, Customer must notify Verkada or the Partner within the Hardware Warranty period. To initiate a return directly to Verkada, Customer must send a return request to Verkada at support@verkada.com and clearly state details on where and when Customer purchased the Hardware, the serial numbers of the applicable Hardware unit(s), Customer's reason for returning the Hardware, and Customer's name, mailing address, email address, and daytime phone number. If approved, Verkada will provide Customer with a Return Materials Authorization ("**RMA**") and prepaid shipping label via email that must be included with Customer's return shipment to Verkada. Customer must return the Hardware unit(s) listed in the RMA with all included accessories with the RMA within the 14 days following the day on which Verkada issued the RMA.

4. VERKADA OBLIGATIONS

4.1 General. Verkada will provide the Products in conformance with this Agreement, the Purchase Order(s), and applicable Documentation.

4.2 Availability. Verkada will make the Hosted Software available in accordance with the terms of the Service Level Agreement.

4.3 Support. Verkada will provide Support to Customer in order to resolve any errors, bugs, or similar issues Customer experiences with the Products or provide a suitable workaround. The fee for Support is included in the cost of the License. As part of a Support case, Customer may grant access, in its sole discretion, to a member of Verkada's Support team through functionality provided in the Hosted Software for a length of time determined by Customer.

4.4 Maintenance. Verkada will use commercially reasonable efforts to maintain the Products and implement updates, upgrades, and fixes as necessary to meet its obligations under this Agreement.

5. CUSTOMER OBLIGATIONS

5.1 Payment; Compliance. Customer is responsible for paying Partner for the Products pursuant to Partner's invoice(s). If Customer is delinquent on fees, Verkada may pursue payment directly from Customer if Partner is unable to or chooses not to pursue such fees itself. Customer will, and will ensure its Users, use the Products only in accordance with the Documentation and in compliance with all

applicable laws. Customer will not export or re-export the Products or use the Products to provide services in violation of applicable export and economic sanctions laws and regulations. If Customer operates in a regulated industry, Customer represents that it has obtained all necessary licenses and/or permits necessary to operate its business and complies with all applicable laws regarding the conduct of its business. Verkada reserves the right to suspend use of any Products operating in violation of the obligations of this Section 5.1, following written notice to Customer.

5.2 Account Administration. Customer is responsible for identifying individuals within Customer's organization to act as administrator(s) of Customer's account. Such person(s) will, among other things, monitor and manage access privileges of other Users and have the authority to act for Customer in connection with any actions, such as feature opt-ins, taken by such persons within the Hosted Software. Customer will verify, including ensuring that any third-party installer verifies, that all Hardware Products purchased are properly claimed into Customer's account within the Hosted Software before installation, and on renewal, as described in the Documentation.

6. TERM AND TERMINATION

6.1 Term. The term of this Agreement will commence on the Effective Date and will continue for the duration of the License Term.

6.2 Termination for Cause; Suspension. Either party may terminate this Agreement for cause (i) if the other party commits a material breach of this Agreement and, if such breach is capable of remedy, fails to remedy the breach within 30 days of being notified to do so; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. For purposes of clarity, a material breach of the Agreement includes Customer's failure to purchase and/or maintain a sufficient number of Licenses, as required by Section 2.1. Verkada may temporarily suspend Customer's use of the Products or access to the Hosted Software if necessary to comply with applicable law.

6.3 Effect of Termination. If the Agreement expires or terminates, then all rights to access the Hosted Software (including Customer Data) will terminate. If Customer terminates this Agreement in accordance with Section 6.2, then Verkada will refund Customer (via the Partner) a pro rata portion of any prepaid fees applicable to the remaining License Term. The following provisions will survive any expiration or termination of the Agreement: Sections 2.3, 6.3, 7, 9, 10, 11, and 12, and any other provisions that, by their nature, would reasonably be considered intended to survive.

7. CONFIDENTIALITY

7.1 Confidential Information. Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") constitutes the Disclosing Party's confidential information ("**Confidential Information**"). Verkada's Confidential Information includes the Products and any information conveyed to Customer in connection with Support. Customer's Confidential Information includes Customer Data. Confidential Information does not include information which is: (i) already known by the receiving party without an obligation of confidentiality other than under this Agreement; (ii) publicly known through no fault of the Receiving Party; (iii) rightfully received from a third party without a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

7.2 Confidentiality Obligations. Each party will use the Confidential Information of the other party only as necessary to perform its obligations under this Agreement, will not disclose the Confidential Information to any third party, and will protect the confidentiality of the Disclosing Party's Confidential Information with a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share the other party's Confidential Information with those of its employees, agents and representatives who have a need to know such information and who are bound by confidentiality obligations at least as

restrictive as those contained herein (each, a "**Representative**"). Each party shall be responsible for any breach of confidentiality by its Representatives.

7.3 Additional Exclusions. A Receiving Party will not violate its confidentiality obligations if it discloses the Disclosing Party's Confidential Information if required by applicable law, including by court order, subpoena, or similar instrument so long as the Receiving Party (if legally permitted) provides the Disclosing Party with written notice of the required disclosure to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed. Notwithstanding the foregoing, the disclosure of Confidential Information shall be subject to the provisions of Nevada Revised Statutes, Chapter 239 and other applicable law.

8. DATA PROTECTION

Verkada secures the Software and Customer Data in accordance with the security practices available at www.verkada.com/trust/security-controls. Verkada will process all Customer Data in accordance with the DPA.

9. OWNERSHIP

9.1 Verkada Property. Verkada owns and retains all right, title, and interest in and to the Software and the System Data, and owns all intellectual property embodied in the Hardware and accessories. Except for the limited license granted to Customer in [Section 2.1](#), Verkada does not transfer any rights in the Products to Customer, and Customer will take no action inconsistent with Verkada's intellectual property rights in the Products.

9.2 Customer Property. Customer owns and retains all right, title, and interest in and to the Customer Data and does not transfer any rights in the Customer Data to Verkada, except for the limited license set forth in [Section 2.2](#).

10. INDEMNIFICATION

10.1 By Verkada. Verkada will indemnify and defend Customer, its affiliates, and their respective owners, directors, members, officers, and employees (collectively, "**Customer Indemnitees**") from and against any Claim, and the attorneys' fees and court and investigative costs of Customer Indemnitees, alleging that Customer's use of the Products infringes or misappropriates any patent, trademark, copyright, or any other intellectual property of such third party.

Verkada will pay any damages finally awarded against any Customer Indemnitees by a court of competent jurisdiction as a result of any such Claim, or any final settlement of such Claim, so long as Customer (i) gives Verkada prompt written notice of the Claim, (ii) gives Verkada sole control of the defense and settlement of the Claim (provided that Verkada may not settle any Claim without the Customer Indemnitee's written consent, which will not be unreasonably withheld), and (iii) provides to Verkada all reasonable assistance, at Verkada's request and expense.

If Customer's right to use the Products hereunder is, or in Verkada's opinion is likely to be, enjoined as the result of a Claim, then Verkada may, at Verkada's sole option and expense procure for Customer the right to continue using the Products under the terms of this Agreement, or replace or modify the Products so as to be non-infringing and substantially equivalent in function to the claimed infringing or enjoined Products.

Verkada will have no indemnification obligations under this [Section 10.1](#) to the extent that a Claim is based on or arises from: (a) use of the Products in a manner other than as expressly permitted in this Agreement; (b) any alteration or modification of the Products except as expressly authorized by Verkada; (c) the

combination of the Products with any other software, product, or services (to the extent that the alleged infringement arises from such combination); or (d) specifications provided by Customer. This Section 10.1 sets forth Verkada's sole and exclusive liability, and Customer's exclusive remedies, for any Claim of infringement or misappropriation of intellectual property.

10.2 By Customer. Customer will indemnify and defend Verkada, its affiliates, and their respective owners, directors, members, officers, and employees (together, the "**Verkada Indemnitees**") from and against any Claim, and the attorneys' fees and court and investigative costs of Verkada Indemnitees, related to: (a) Customer or its Users engaging in a Prohibited Use; and (b) Customer's indemnity obligations under the Product-Specific Terms (if applicable). Customer will pay any damages finally awarded against any Verkada Indemnitee by a court of competent jurisdiction as a result of any such Claim, or any final settlement of such Claim, so long as Verkada (i) gives Customer prompt written notice of the Claim, (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Verkada's prior written consent which will not be unreasonably withheld), and (iii) provides to Customer all reasonable assistance, at Customer's request and expense.

11. LIMITATIONS OF LIABILITY

11.1 Disclaimer. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN THIS AGREEMENT, VERKADA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY RELATING TO THE PRODUCTS OR SUPPORT, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, VERKADA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. VERKADA DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THAT USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. VERKADA MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR RELIABILITY OF ANY FEATURES WITHIN THE HOSTED SOFTWARE THAT MAKE USE OF ARTIFICIAL INTELLIGENCE OR MACHINE LEARNING MODELS, INCLUDING FACIAL RECOGNITION TECHNOLOGY, AND DISCLAIMS ANY RESPONSIBILITY OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY FALSE IDENTIFICATION OR MISIDENTIFICATION ARISING FROM USE OF SUCH FEATURES. CUSTOMER AGREES THAT THESE FEATURES ARE PROVIDED ON AN "AS IS" BASIS, AND THE ENTIRE RISK AS TO THE PERFORMANCE OF THESE FEATURES AND THE QUALITY OF THE INFORMATION DERIVED THEREFROM IS WITH CUSTOMER. IF ANY OF SUCH INFORMATION IS INCORRECT, CUSTOMER ASSUMES THE COST OF ANY CORRECTION.

11.2 No Consequential Damages. NEITHER PARTY, NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES OF ANY OF THEM, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

11.3 Direct Damages Cap. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS AND UNCAPPED CLAIMS, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE USE OF THE PRODUCTS UNDER THIS AGREEMENT DURING THE 24-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM (THE "**FEES PAID**").

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE THE CLAIMANT'S SOLE AND EXCLUSIVE REMEDY.

11.4 Excluded Claims Cap. "**Excluded Claims**" means any claim and/or liability associated with: (a) both party's indemnification obligations in Section 10; (b) any breach by Verkada of the DPA, Section 8 (Data Protection), or other data privacy and security obligations. Each party's total, cumulative liability for all Excluded Claims will not exceed two (2) times the Fees Paid.

11.5 Uncapped Claims. "**Uncapped Claims**" means any claim or liability associated with: (a) Customer's breach of Section 2.2 (License to Customer Data), Section 5.1 (Compliance), and Sections A.3 and A.7 of the Product-Specific Terms (if applicable); (b) either Party's breach of confidentiality (but excluding any liability associated with Verkada's security obligations with respect to Customer Data, which remains subject to the Excluded Claims cap); or (c) any liability of a Party which cannot be limited under applicable law, including gross negligence, recklessness, or intentional misconduct. Neither Party will be entitled to any limit on direct damages as set forth in Section 11.3 with respect to Uncapped Claims.

12. MISCELLANEOUS

This Agreement, including the DPA, Product-Specific Terms, and the Service Level Agreement, which are hereby incorporated by reference into the Agreement, is the entire agreement between Customer and Verkada and supersedes all prior or contemporaneous agreements and understandings concerning its subject matter and may not be amended or modified except by a writing signed or electronically acknowledged by authorized personnel by both parties. Customer and Verkada are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Verkada. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. Any notice provided by one party to the other under this Agreement will be in writing and sent either (i) by overnight courier or certified mail (receipt requested), in the case of Customer to Customer's address on record in Verkada's account information and in the case of Verkada, to 406 E. 3rd Ave., San Mateo, CA 94401, or (ii) by electronic mail to Customer's email address on record in Verkada's account information or to Verkada at legal-notice@verkada.com. If any provision of this Agreement is found unenforceable, the Agreement will be construed as if such provision had not been included. Neither party may assign this Agreement without the prior, written consent of the other party, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets. In the event of an assignment by Customer in connection with an acquisition of Customer or a sale of all or substantially all of Customer's assets, Customer's License may be transferred to the party acquiring Customer or purchasing all or substantially all of its assets, subject to Verkada's prior written consent, such consent not to be unreasonably withheld. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Electronic copies of such signed copies will be deemed to be binding originals.

A party will not be liable for any failure to perform caused by circumstances beyond its reasonable control including, but not limited to, acts of God, fire, flood, acts of war, pandemics, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation (each, a "**Force Majeure Event**"). If a Force Majeure Event lasts longer than five (5) business days, the parties will meet to determine if performance under the Agreement can resume as agreed. If the parties cannot agree, then Verkada may terminate the applicable Purchase Order or this Agreement.

13. Except as set forth in Section 13 below, all claims, disputes, or controversies arising out of or relating to this Agreement are governed by the laws of Nevada without reference to conflict of law rules. If any disputes arise, the parties will first attempt to resolve the dispute informally via good faith negotiation. If the dispute has not been resolved after thirty (30) calendar days, the parties will resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief) by proceeding to file a complaint in the court of competent jurisdiction. The parties hereby agree that venue for any and all disputes related to this Agreement shall be in the Fifth

Judicial District Court of the State of Nevada, in and for the County of Nye. **U.S. PUBLIC SECTOR CUSTOMERS**

Notwithstanding any provision to the contrary, if Customer is a:

(i) U.S. federal government entity, then (a) the Agreement is governed by applicable U.S. federal law, (b) Customer's indemnification obligations under this Agreement will be limited to the extent allowed by applicable U.S. federal law, and (c) if Customer is legally prohibited from providing any indemnity, none will apply. Also, this Agreement shall not be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S. In addition, the Products (including the Software and Documentation) consist of commercial items, including commercial computer software and associated documentation, as defined in applicable U.S. Federal Acquisition Regulations and the Defense Federal Acquisition Regulation Supplement, and were developed solely at private expense. As such, Customer's rights in the Software and Documentation are as set forth in this Agreement.

(ii) U.S. state, county, or city entity, then (a) Customer's indemnification obligations under this Agreement will be limited to the extent allowed by applicable state law without waiving sovereign immunity, and (b) if Customer is legally prohibited from providing any indemnity, none will apply.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Pahrump Community Library

Verkada Inc.

By:

By:

Name

Name

:

:

Title:

Title:

Date:

Date: