

**AMENDMENT NO. ONE
TO
MA-012-22011251
BETWEEN COUNTY OF ORANGE
AND
OCLC, INC.
FOR
OCLC LICENSES CLOUD-BASED SOFTWARE AS A SERVICE**

This AMENDMENT No. One to Contract MA-012-22011251 (hereinafter referred to as "Amendment No. One") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County") and OCLC, INC., ("Contractor"), with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties".

RECITALS

WHEREAS, County and Contractor entered into Contract MA-012-22011251 for OCLC LICENSES CLOUD-BASED SOFTWARE AS A SERVICE, effective June 1, 2022, through May 31, 2026, in the Not-to-Exceed Amount of \$643,234.57, ("Contract"); and,

WHEREAS, the Parties now desire to renew the Contract for one (1) year and amend Attachment B (COMPENSATION, PRICING AND PAYMENT) to the Contract, effective June 1, 2026 through and including May 31, 2027, with an additional \$188,890.40 annual contract amount for the fifth year of the Contract and a new total Not-to-Exceed Amount of \$832,124.97; and,

NOW THEREFORE, the Parties agree as follows:

1. Article 2 "Term of Contract" is hereby deleted and replaced with the following:
 2. Term of Contract: The term of this Contract shall be June 1, 2022 through and including May 31, 2027, unless otherwise terminated by County in accordance with the terms of Article K - Termination. Notwithstanding anything to the contrary in this Contract, including but not limited to, Attachment C (OCLC Framework Agreement and Schedules), this Contract and the County's obligations hereunder, shall not automatically renew unless the Parties duly execute an amendment to the Contract.
2. Attachment B (Payment Compensation) to the Contract is hereby deleted and replaced with Attachment B-1 as attached hereto.
3. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

SIGNATURE PAGE



IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

OCLC, INC.

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

DocuSigned by:	Name	Title	Date
	Eric van Lubeek	CRO - Managing Director	23 February 2026 6:19:
Signed by:	Name	Title	Date
	Julie Presas	Chief Legal Officer & General Counsel	19 February 2026 10:04
F8D9D7C4A4F449E... Signature	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
		Deputy Procurement Agent	

Approved as to form:

DocuSigned by:	Name	Title	Date
	John Cleveland	Deputy	2/24/2026
C1711D9966EE41B... Signature	Name	Title	Date

ATTACHMENT B-1

COMPENSATION, PRICING AND PAYMENT

I. COMPENSATION: This is an all-inclusive, fixed price Contract between the County and Contractor to provide Products and Services as specified in Attachment A – Scope of Work and Attachment C – OCLC Framework Agreement and Schedules. Total Contract amount shall not exceed \$832,124.97.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing labor, insurance requirements and taxes required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth below for goods/services provided in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed pricing specified herein unless authorized by amendment in accordance with Article C of this Contract.

II. PRICING/FEES: County shall pay the following fees in accordance with the provisions of this Contract.

Item-Code	Products and Services	Year 1 (6/1/22-5/31/23)	Year 2 (6/1/23-5/31/24)	Year 3 (6/1/24-5/31/25)	Year 4 (6/1/25-5/31/26)	Year 5 (6/1/26-5/31/27)
3000030	Cataloging and Metadata Subscription	\$82,599.68	\$86,110.17	\$89,769.85	\$93,585.07	\$96,860.55
3000065	WorldShare ILL	\$29,069.02	\$30,159.11	\$31,290.07	\$32,463.45	N/A
3000001	FirstSearch	\$32,287.04	\$33,417.09	\$34,586.68	\$35,797.22	\$36,244.69
3000212	CONTENTdm Annual Agreement	\$2,618.75	\$2,618.75	\$2,618.75	\$2,618.75	\$2,677.67
2000071	CONTENTdm Hosting Services	\$1,616.43	\$1,616.43	\$1,616.43	\$1,616.43	\$1,652.8
3000039	WebDewey, 2-9 users	\$760.84	\$779.86	\$799.36	\$819.34	\$837.78
2000044	IFM Debits*	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
9000066	Tipasa Subscription -WorldShare ILL -Tipasa Upgrade	N/A	N/A	N/A	N/A	\$47,616.91

	Estimated IFM charges (allowance) <i>*A \$0.25 fee per each borrowing transaction filled thru IFM. Billed monthly per actual usage.</i>	Estimated IFM charges (allowance) <i>*A \$0.26 fee per each borrowing transaction filled thru IFM. Billed monthly per actual usage.</i>	Estimated IFM charges (allowance) <i>*A \$0.27 fee per each borrowing transaction filled thru IFM. Billed monthly per actual usage.</i>	Estimated IFM charges (allowance) <i>*A \$0.28 fee per each borrowing transaction filled thru IFM. Billed monthly per actual usage.</i>	Estimated IFM charges (allowance) <i>*A \$0.26 fee per each borrowing transaction filled thru IFM. Billed monthly per actual usage.</i>
Total Amount	\$151,951.76	\$157,701.41	\$163,681.14	\$169,900.26	\$188,890.40

III. PAYMENT TERM

Payment annually in advance is authorized for all of the services listed above, except and will be net thirty (30) days after receipt of an invoice in a format acceptable to the County, verified and approved by the agency, and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Contractor.

Contractor reserves the right to suspend County's access to the Service and terminate this Contract to an account in delinquent status sixty (60) days or more. Any termination by Contractor for County's failure to pay will not relieve County from paying past due fees. In the event of collection enforcement, County will be liable for any costs associated with such collection, including, but not limited to, court costs and collection agency fees.

Billing(s) shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for any paid subscription that the Contractor fails to provide under this Contract. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

The County will not be responsible for any dollar overruns and will not pay for work or products exceeding the stated dollar limit on the Contract unless a modification has been issued authorizing an increase in the stated monetary limit of the Contract.

IV. FIRM DISCOUNT AND PRICING STRUCTURE: Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

V. CONTRACTOR’S EXPENSE: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, travel, parking, and any and all “out of pocket” expenses incurred by the Contractor while on County sites during the performance of work and servicer under this Contract, unless otherwise specified. The Contractor shall be responsible for payment of all parking costs and expenses incurred at a County facility while performing work under this Contract, except to the extent the County facility has free parking available to the public and the Contractor makes appropriate use of this free parking. However, the County will not provide free parking to the Contractor in the County Civic Center.

VI. BILLING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Contractor's Federal Taxpayer I.D. number
4. Name of County Agency/Department
5. Agency/Department address
6. Contract number – **MA-012-22011251**
7. Brief description of items and/or services, quantity, and prices
8. Sales Tax, if applicable
9. Total

Billing Address: All invoices must be mailed and bill to:

OC Community Resources
Attn: Accounts Payable
601 N Ross Street, 6th Floor
Santa Ana, CA 92701

VII. PAYMENT (ELECTRONIC FUND TRANSFER): The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in the Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

VIII. TAXPAYER ID NUMBER: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.