

KOHA LIBRARY HOSTING, MAINTENANCE, UP-GRADATION AGREEMENT (Terms & Conditions)

M/s. BestBook Buddies Technologies Private Limited, having its Corporate Office at F-34/5, first floor, Okhla Industrial Area, Phase-II, New Delhi 110020, which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns, hereinafter referred to as 'the Company', or BBB.

Using this agreement, any Library may order Cloud hosted Library automation Services from BBB.

This agreement and its updates, if any, are the complete agreement (Agreement) regarding transactions under this Agreement. If translations of the Agreement are available and there is a conflict, the English version will govern translation.

WHEREAS BBB is engaged in the business of implementing Library automation along-with data-migration, customization, training, maintenance support and hosting for Libraries (hereinafter referred to as 'the Services') and is carrying on its activities across the world. The BBB, as part of its strategic planning and business development, is providing a web-portal on which all the libraries of the world can get the said services, free of cost;

BBB will remain the exclusive provider of library automation services for all the participating library for the next 10 years, from the date that the Library is registered on the BBB portal, after which this agreement can be extended repetitively for another 10 years' periods with mutual consent of both the parties. Before the service period of ten year is over, an advance notice of six months will need to be given by either party, in the absence of which the extension of service for another period of ten years will be automatic. Participating Library can be given, if required, a written confirmation that this service is being given to them by BBB, absolutely free of cost, so that there is no GST (or any other tax) charged on this service being provided by BBB.

While these services will be provided exclusively by BBB without any charge, the participating library willing to automate will need to provide a Library person for a period of 1 to 2 weeks, at its location, to self-learn to manage the library using KOHA software. Also, the library will provide the data of their books and readers for automating the library. The library hereby permits the BBB, irrevocably, to enable BBB to place advertisements on its pages, so the BBB can recover its investment and maintenance costs. Both parties understand that the free library automation service is feasible only due to such a provision, or/and an equivalent source/s of revenues from the web-portal.

Whereas, BBB is aware of the importance and need of library automation, connected libraries sharing data/books, usefulness of having all the libraries on one platform for knowledge-sharing, National & Global Catalogs, availability of books and their meta-

data, including the rare books/materials on one common and shared platform to serve the education-community consisting of students, researchers, faculty, educationists, administrators, policy-makers and all the stakeholders.

Whereas, because of its wide experience, the BBB is fully aware of the need of achieving the 100% library automation and their connectivity, as envisaged by the Government of India, and in the interest of contributing to the national growth by automating all the libraries across India and the world, free of cost, using the best of Hardware through the Standard Data Centers and the best known open-source library management software (named KOHA), with open-standards Relational Database Management System (RDBMS) and other protocols, using the open-source Linux Operating System.

Whereas BBB proposes to offer the high technology cloud-hosted library automation services free of cost to the participating Libraries thus assisting them save substantial amount of public money.

Whereas BBB shall be hiring the best of the Standard Data-center/s for the hardware and the hosted libraries would be available through web from any location, by just using any standard browser/s like Mozilla or Google-chrome.

Whereas this portal shall be of immense benefit to its different stakeholders, and the cost of Library automation (software as well as hardware) along-with maintenance will come down, as the library/institutions of the First Party will not be required to purchase :

- Server Hardware;
- Library Management Software;
- Implementation of Software;
- Costly Bandwidth to host the Library on its server;
- Maintenance of Hardware, Software, Bandwidth, Electricity, UPS, Air-conditioning, etc. for the same;
- Specialized manpower to look-after all the above, etc.

Whereas the portal, using KOHA software will have all the standard modules of Koha, namely, OPAC, Acquisition, Patrons, Catalog, Circulation, Reports, Serials, Various-tools, Administration, available to the libraries, using standard-stable KOHA with its latest-stable version. The KOHA upgrade/s will happen on regular basis, aligned with the release of new stable versions from time to time by the Koha community. By using KOHA on this common-uniform platform, the catalog data can be easily shared, it being based on Open-standards.

Whereas the BBB is aware of the concern of security of data and the platform :

I.It is worth noting that the data being displayed and shared on this platform is publicly-available meta-data



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of the books / magazines / journals, like the “ISBN”, “Book-Name”, “Author-Name”, “Publisher-name”, cost of book, parameters of the book like its binding, pages, category etc., and hence there is no problem/damage caused by anyone to further share this publicly available data with others. There is no data of the content of the books on this platform and all transactions regarding the book/s (Issue and Return) will keep happening by visiting the library physically, as it happens otherwise.

II. Regarding the platform security, it is worth noting that BBB will exclusively use the most secure server platform based on standard Linux (Linux is used by the likes of Google, Facebook, Amazon, IBM, Oracle, among others), and the standard data-center-level security features. While all books can be seen through the web-browser, the transactions can happen only with the unique username+password of the user and all activity will be logged and the logs of the library will be available to its authorized administrator.

III. The up-time of the Libraries will be in-line with the up-time SLA of the cloud provider, that is usually of excellent levels of 99.99%.

IV. All the libraries will be able to use the offline-Koha-feature which helps if the bandwidth/connectivity is down at any time. The offline module will be freely available for download from the administration module.

V. BBB will provide a graphical menu/button for the library-administrator to download the data of his/her library at any time. This will be in addition to our own regular backups of the complete platform for redundancy/security, that will ensure a quick re-build in case of any disaster situation, as per standard practice at any standard data-center. The configuration will be built to ensure trouble-free working, thus providing the best possible up-times as per industry standards.

Whereas the BBB assures that the data of the platform will not be sold/shared with any third party, except in the case that it is legally required as mandated by the law of the land.

Whereas BBB assures the continuity of availability of the automated libraries on its platform. BBB will make this viable by displaying two advertisements on every page-view to create the source of income that will help make the platform viable for its continuity. Additionally, there will be sale of books of publishers and similar other activities, to make the project economically viable. All such income shall solely belong to BBB, necessary for the viability of the project and to be able to continuously provide the service to the libraries and other stakeholders.

It will be the efforts of BBB that the advertisements shown, will be of decent type, not showing any violence or anything immoral or illegal or in any manner adversely affecting the interest of the participating libraries. All decisions in this matter shall be taken by BBB. BBB will also provide features whereby any user or library administrator can place a reasonable request to hide, cancel or ban any advertisement that is considered not in the interest of the participating library, so that the same can be accordingly hidden/removed.

Whereas, BBB will provide the following services, free of cost to the participating Libraries, registered on the server (portal/s) of BBB :

I. Learning to use KOHA needs training. BBB will provide video tutorials uploaded and available on public sites like You-tube, duly linked from the support page of the library/portal. This will save time and cost and since the tutorials will always be available on-line, they can be used unlimited times without any payment to BBB.

II. For those who may still require training through instructor, BBB will promote channel partners and mentors (BuddyMentor) who may offer free or low-cost training at various locations for people to learn to use/administer KOHA. All these activities will be promoted to help increase the use of the BBB platform and the participants will be encouraged to decide the costs involved on mutually accepted basis.

III. Support for the maintenance of KOHA server, is a standard recurring expense. However, BBB will provide such support through Koha tutorials, manuals and openly available videos to the designated librarian/s of the libraries of the First Party. This will save time and cost and since the tutorials will always be available on-line, they can be used unlimited times without any expenditure or fees.

IV. Data-migration of books (bibliography) and patrons (members) is a technical job that normally costs to the extent of INR 2.50 per record. However, BBB will provide a standard ODS/XLS worksheet format on which the libraries can easily provide their data (of Bibliography and Patrons) for free-of-cost migration, that will be fully automated for the initial stage of building the new library at BBB Cloud;

V. Software development, improvements, enhancements and up-gradations are a regular activity as the domain grows in its needs. During this process, there can be bugs that are discovered by the users in time. Any bug/s found in the KOHA software, will be taken care of by BBB, in coordination with the KOHA community's development plans and schedules.



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VI. All upcoming stable upgrades and features of KOHA will be published by BBB through a blog on the Union Catalog. This information may also be communicated to all registered libraries and willing on their registered email ID;

VII. All upgrades and new features, to be implemented by BBB, will be in the interest of the portal's growth of usage and features and will be done uniformly for all the libraries on the platform to avoid fragmentation or mismatch of the data and/or software. All the libraries on the platform will have the same KOHA version for the purpose of uniformity and the best use of available stable technology. There may be some exceptions due to specific and special customized features etc., as decided by the BBB on case by case basis;

VIII. Regular use of KOHA and the features that it provides can always result in the need of new reports by the library/Institution for its management purposes. At times, these reports needs to be custom built (customized). BBB will initially provide 50 most recommended SQL-reports from the library's administration module, in addition to its reports-help-page having hundreds of SQL-report queries in ready-to-use mode. Any new format of report to be generated based on SQL-query, will be created by BBB and given provided on the BBB portal, free of cost within 2 to 4 weeks of the request, subject to prior work at hand;

IX. OPAC customization : At initial stage while registering their libraries, a few different templates will be available for the librarian to choose any one of them. The selected customized OPAC page will be set for this library. For future scope, BBB will provide a web-page access only to super-librarian to choose any new template from a variety of templates, to update their OPAC page accordingly. BBB will keep on increasing the number of templates with time, to increase the choice. Each Library will be able to use their name, address, logo on their respective OPAC page.

X. Adding new records to the library is a costly process. However, BBB will develop and provide methods of automated data-entry to the Libraries, free of cost. The option of adding/importing a new record, using z39.50 option will be available, and BBB will provide the additional option of fetching the book information from the "international union catalog" of BBB.

XI. Process of new library joining the platform : The library wanting to join the BBB platform will not be required to buy any Hardware (Server to host library), LMS Software, nor pay for its maintenance or up-gradation at any time, while the participating library continues to be hosted on BBB portal. The participating

Library will visit the BBB url, fill a form to register their library and will get the KOHA based library built for them, after confirming the email and phone based confirmation messages. From there on, they can setup the library-rules and upload their data and start using the library online, without having to pay any amount for this process.

XII. Having all the Libraries on one common platform, being a big advantage for the library and all the stakeholders, BBB will keep adding all the data of the participating Libraries in the Union Catalog created by BBB. Additionally, as required, BBB will create a separate Union-Catalog of all the Libraries of any Institution that has multiple libraries, as per list given by that Institution to BBB;

Charge-able Services, only if and when needed by specific libraries :

It is important to note that the Libraries can migrate their data from any other format to KOHA with the help of tutorials that BBB will provide online. However, if any of the Libraries registered on BBB's Portal, specially wants that BBB undertakes the task of data-migration for them, from any format (in spite of having the free tutorials for this purpose), this service shall be charged @ INR 0.50 per record or INR 30,000-00 (whichever is lower) + applicable taxes.

For instance, the following tables explains different cases :

Exa mple No.	No. of Records	Rate / Record (INR)	Total Cost (INR) (Taxes extra)	Charged Amount (INR) (Taxes extra)
1	10,000	0.50	5,000-00	5,000-00
2	25,000	0.50	12,500-00	12,500-00
3	60,000	0.50	30,000-00	30,000-00
4	1,00,000	0.50	50,000-00	30,000-00 (as upper limit)
5	2,00,000	0.50	1,00,000-00	30,000-00 (as upper limit)

However, if this data is provided by the Library in the XLS/ODS sheet (as per format give by BBB), the migration will be completed by BBB, free of cost, only for the first time when Library is created.

For all future data migrations, there will be a charge @ INR 0.25 per data record + applicable taxes.

It is important to note that the Libraries can function quiet well, based on standard stable version/s of KOHA. However, any special customization, only if required by a Library registered on BBB portal, shall be charged @ INR 1,000 per man-hour US\$ 15) + actual applicable taxes. It is important to be aware and make note of the fact that all customization done on one version of KOHA may not work on the next version, and in such a case,



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all additional efforts will be charged by BBB and shall be payable by the participating library at prevailing rates for such customization. No outside customization shall be allowed for any participating Library on the BBB portal, as that may not fit the work done on the portal. The root access to the server shall be available only with BBB and cannot be shared or given to any participating Library under any circumstances, whatsoever, so as to keep the server secure.

Library needs to keep its Patrons informed of various aspects with the working of the Library, availability of new and reserved books, of due dates, of fines, etc. This is done by sending mails to users from time to time, as per needs, requiring a robust mail-server. BBB will provide the mail-server integrated with KOHA, free of cost as long as such services are available free of cost, for sending these notification mails to the Library members, with a copy to the designated email ID provided by the individual library.

Many libraries may also desire to use SMS to send these/some messages. It is important to note that it is not compulsory to use this method, as it involves extra cost of the SMS-gateway.

SMS-gateway, if and when required by a library, will be provided by BBB through its authorized partner company. The charges for this services, as and when required by any library, will be paid directly by the library concerned to the SMS-gateway provider. BBB will not be able to integrate separate SMS-gateways for separate libraries, because that will conflict with the upgrade process of all the participating libraries, thus creating serious problems for maintenance and upgrades.

It is important to note that using SMS gateway facility is/will not be compulsory for the Libraries on the BBB portal.

If any library needs domain support on the Library working aspects, they can enter a contract with the BBB. This will be charged @ INR 10,000-00 for a maximum of 10 calls (Phone calls and/or Mails sent by the user, through the specially provided web-support system) in a duration of one year.

RFID integration with the running Koha for a library will be done exclusively by the BBB, as it cannot give file-system/root access to anyone outside its own designated/authorized staff. The task of RFID integration (connecting the RFID equipment to Koha through SIP-II protocol will be implemented by BBB

@ a one time cost of INR 50,000-00;

All taxes applicable as per law at the time of billing shall apply extra at actuals.

For BestBook Buddies Technologies P. Ltd.



(Sudhir Gandotra)

C. E. O. & DIRECTOR.

All payments shall be made by the Library 100% in advance while placing the order of work to be executed by BBB. This payment can be made through online system at BBB website, or an invoice will be generated for which payment can be sent by the requesting library to the bank account of BBB.

Neither Party shall be in breach of its obligations under this Agreement or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event. This agreement can be changed by BBB at any time, but without adding any charges to the free services provided under this agreement.

Communication method between the parties will be through the official e-mail address of both the parties mentioned here-below and any change/s will be informed by one party to the other in writing to its official address :

Participating Library : Mail-ID registered on the portal while registering the library.

BBB : info@bestbookbuddies.com

DISPUTE/RESOLUTIONS :

Any disputes difference, controversy arising-out or relating to the interpretation of this Agreement shall be settled by arbitration by an arbitrator to be appointed by BBB, and the proceedings shall be held in accordance with the Indian Arbitration and Conciliation Act, 1996. The place of arbitration shall be New Delhi, India and same will be conducted in English language.

JURISDICTION AND APPLICABLE LAW :

This Agreement and any services rendered hereunder are subject to all the applicable laws and regulations of India and the rights and obligations of the parties hereto under or in connection with this Agreement shall be determined in accordance with the laws of India. The courts of Delhi will have the jurisdiction.

When the participating library has registered itself on the portal, it is considered and agreed that it has agreed to these terms and conditions completely and irrevocably.

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