EXHIBIT 7

CLEVELAND PUBLIC LIBRARY

Finance Committee
December 18, 2012

RESOLUTION TO SUBSCRIBE TO SERIAL SOLUTION'S SUMMON AND 360 LINK RESOLVER PRODUCTS

WHEREAS, The Cleveland Public Library has subscribed to a database federated search tool and has utilized the product for many years; and

WHEREAS, The Summon Web Scale Discovery Tool is considered the next generation of federated searching that is easier and more intuitive to use, has improved search functionality (including full text searching of resources), and provides more direct access to full text materials; and

WHEREAS, The product will better facilitate CPL patron searches across a group of subscription databases with one search tool; now therefore be it

RESOLVED, That the Board of Trustees approves the product subscriptions for the period of one year commencing in December, 2012 for Serial Solution's Summon and 360 Link Resolver Products for the amount of $39,618.00 charged to 13010053-53710; now be it further

RESOLVED, That the Library's Executive Director, CEO, or his designee are authorized to enter into such agreements and execute other instruments or documents necessary or appropriate to effectuate the terms of this Resolution subject to the approval of the Chief Legal Officer.

SerialsSolutions®
A ProQuest Company

Order Form

This Order Form, together with the attached license agreement terms and conditions (collectively, the "Agreement") is between ProQuest LLC, a Delaware limited liability company, through its Serials Solutions business unit ("Serials Solutions" or "Licensor") and the subscribing institution named below ("Customer" or "Licensee"), and is made as of the date of Customer's signature below (the "Effective Date").

By signing below, you certify that you have read this Agreement, you are authorized to sign this Agreement on behalf of the Customer, and you are authorized to commit the Customer to be bound by this Agreement. Please return a fully completed and signed copy of this Order Form to Serials Solutions via scanned email attachment to, Maryellen.sims@serialssolutions.com

rev. 01Mar2010

ProQuest LLC, through Serials Solutions	**Customer:** **Cleveland Public Library**
Signature: _____ *Duly Authorized Signature* Print Name: _____ Title: _____ Date Signed: _____ Address: 501 N. 34th St. Suite 200 Seattle, WA 98103-8645	Signature: _____ *Duly Authorized Signature* Print Name: _____ Title: _____ Date Signed: _____ Address: _____

SERVICE ORDERED	START DATE (MM/YYYY)	END DATE (MM/YYYY)	PRICE (US$)
Summon Webscale Discovery (e-version) and 369 Link	12/2012	01/2013	$ 39,618
Customer shall pay all invoices in full net 30 after customer's receipt of invoice.		**TOTAL**	**$ 39,618**

ADDITIONAL COMMENTS OR IMPLEMENTATION INSTRUCTIONS:

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One year commitment. No limit on number of databases.

Required Information:
1. Date when ready to begin implementation __MM/DD/____.
2. Library Implementation Point of Contact:
   [Name]   [Title]
   Phone [000-000-0000]   Email:

These license agreement terms and conditions together with the attached Order Form (collectively, the "Agreement") for the Summon™ Web-Scale Discovery Service and/or the AquaBrowser® Discovery Layer (the "Service") is between the subscribing institution ("Customer") and ProQuest LLC, through its Serials Solutions business unit ("Serials Solutions"). The Agreement is effective as of the Effective Date as defined on the Order Form.

1. **License Grant and Permitted Use**

   a. **Description, Purpose, and Permitted Uses of the Service.** The Service allows end-users to quickly search, discover and access (i) the Customer's library collections and catalog records and (ii) other available third party resources such as commercial databases, open access sources, and enhanced metadata (collectively, "Resources"), in various formats including digital and print, audio and video. The Service is licensed solely for Customer's own use in enhancing discovery of and access to Resources which Customer owns or has the legal right to use for the purposes of the Service. With the exception of end-users employing the Service for its intended purpose in compliance with its posted terms and conditions, Customer may not use the Service to provide services to any third party.

   b. **License Grant.** Serials Solutions hereby grants Customer a non-exclusive, non-transferable license to have access to and Use the Service during the Term for the purposes described in Section 1.a. "Use" means that Customer initiates access to the Service by establishing an online connection to the software ("Software") via remote servers hosted by Serials Solutions. "Term" is defined in Section 7.a and the initial Term is set forth on the Order Form.

2. **Restrictions.** Except as otherwise expressly provided in this Agreement, Customer shall not, nor shall it authorize its end-users or any other third party to: (i) translate, reverse engineer, disassemble, decompile, make any other attempt to discover, or in any other way modify, the Software program source code, or harvest metadata from the Service; (ii) remove any proprietary notices, labels or marks placed upon the Service or the Software; (iii) utilize any computer hardware or software designed to defeat any protection device contained in or placed upon the Service or the Software; (iv) use the Service to execute denial of service attacks or perform automated searches against Serials Solutions' systems, including but not limited to automated "bots", link checkers or other scripts; (v) sell, sublicense, rent, lend, lease or transfer in any way any portion of Service; (vi) communicate or redistribute the Resources or provide access to the Service to other libraries or third parties; (vii) publish, broadcast or sell or use the Software, the Service or any Resources in any manner that will infringe the copyright or other proprietary right of Serials Solutions or any third party; or (viii) use the Service or the Software to produce other software products or to make copies of the Service.

3. **Customer Responsibilities.** Customer will be responsible to: (i) designate link resolver, if applicable; (ii) provide and maintain holdings data of databases; and (iii) cooperate with Serials Solutions by providing access to computer servers, facilities, personnel and information that is reasonably necessary in order for Serials Solutions to set up, implement and deliver the Service to Customer.

4. **Serials Solutions Responsibilities.** Serials Solutions will be responsible to provide the following services: (i) initial account set-up; (ii) hosting of the Service; (iii) Customer support; (iv) Software maintenance, updates and enhancements to the Service; (v) Customer access to the application programming interface service ("API") (applicable only to Summon, subject to API terms of use) so that Customer may develop its own user interface, if applicable; and (vi) training. Note that Serial Solutions' ability to provide (1) direct linking to the catalog records and (2) live availability of the catalog records, will depend on the capability of the customer's catalog management system to support such direct linking and live availability.

5. **Fees and Payment.** Customer will pay the fees for the Service as shown on the applicable Order Form, invoice, or accepted purchase order within thirty (30) days of its receipt of the Serials Solutions invoice.

6. **Proprietary Rights.** All rights, title and interest in Customer's library holdings remain those of Customer and/or its licensors. Serials Solutions may review the holdings information and may combine facts derived from such review in aggregate form to create reports or information sets relating to holdings in the library market, and may use and distribute such aggregated reports to third parties, provided that it shall not identify holdings information as the holdings of any particular subscriber without that subscriber's express authorization. All rights, title and interest in and to the Service, including without limitation, the Software, the API, documentation and any and all new versions, releases, or modifications thereof, are owned by and shall remain with Serials Solutions and are protected by law. This Agreement shall not grant to Customer or any other third party any right of ownership.

7. **Term and Termination**

a. This Agreement shall commence as of the Effective Date and continue until the End Date listed on the Order Form, or, if the Service is renewed, until the new End Date (collectively, the "Term"). The license granted under this Agreement shall continue for the specified Term unless earlier terminated as provided herein.

b. Either party may terminate this Agreement if: (i) the other party breaches any material term or covenant of this Agreement, and such material breach continues uncured for thirty (30) days after written notice thereof from the non-breaching party detailing such material breach; or (ii) if a petition in bankruptcy is filed either voluntarily or involuntarily in connection with the other party, or if the other party is adjudicated insolvent by any court, or if a trustee or a receiver of a substantial portion of any property of the other party is appointed in any suit or proceeding by or against such party, or if the other party makes an assignment for the benefit of creditors or seeks or obtains the benefit of any bankruptcy or insolvency act.

c. Serials Solutions may terminate this Agreement and the license to Use the Service granted herein immediately upon written notice to Customer due to: (i) Customer's unauthorized Use of the Service or copying of the Software and/or documentation or (ii) Customer's failure to comply with the Restrictions specified in Section 2.

d. Upon the termination or expiration of this Agreement for any reason, the Service and the license to Use the Software shall terminate and Customer shall (i) immediately stop using the Service; (ii) remove all Software components (if any) from the system it is used on; and (iii) certify in writing to Serials Solutions that it has complied with the provisions in this Section.

8. **Limited Warranty.** Serials Solutions warrants that: (a) it has all rights necessary to enter into this Agreement and to provide the Service to Customer; and (b) the Software, the Service and its Use in accordance with the terms herein does not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark or any other proprietary right of any third party. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, THE SERVICE AND SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR DAMAGE FOR DELETED DATA FROM ANY LIBRARY OPAC OR OTHER SYSTEM. WITHOUT LIMITING THE FOREGOING, SERIALS SOLUTIONS DOES NOT WARRANT THAT THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR MAKE ANY WARRANTY AS TO THE AVAILABILITY OF THE SERVICE, THE ACCURACY, TIMELINESS OR COMPLETENESS OF THE INFORMATION OR THE RESULTS OF CUSTOMER'S USE OF THE SERVICE OR THE SOFTWARE. SERIALS SOLUTIONS SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR DETERMINING THE COMPATIBILITY OF THE SERVICE WITH ANY HARDWARE OR SOFTWARE NOT SUPPLIED BY SERIALS SOLUTIONS AND MAKES NO WARRANTY WITH RESPECT TO THE OPERATION OF SUCH HARDWARE OR SOFTWARE WITH THE SERVICE.

9. **Limitation of Liability.** If the Software is hosted by Serials Solutions, Serials Solutions will use commercially reasonable efforts to provide access to the Service on a continuous basis and free from viruses or other harmful software. Serials Solutions shall not be liable or deemed in default of this Agreement for any failure or delay or interruption in the on-line access or any failure of any equipment or telecommunications resulting from any cause or circumstance beyond the reasonable control of Serials Solutions. THE MAXIMUM LIABILITY OF SERIALS SOLUTIONS UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM, EXCEPT WITH REGARD TO SERIALS SOLUTION'S IDEMINIFICATION, OBLIGATIONS SET FORTH IN PARAGRAPH 10 OF THIS AGREEMENT, RELATED TO THE SERVICE, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY SERIALS SOLUTIONS FROM CUSTOMER HEREUNDER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL SERIALS SOLUTIONS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE SERVICE OR SERIALS SOLUTIONS'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF NEGLIGENCE. CUSTOMER ACKNOWLEDGES THAT THE FORGOING LIMITATION OF LIABILITY REPRESENTS BARGAINED-FOR ALLOCATIONS OF RISK, AND THAT SERIALS SOLUTIONS' FEES, CHARGES AND COSTS HEREUNDER REPRESENT ALLOCATIONS OF SUCH RISK.

10. **Indemnification** Serials Solutions shall defend, hold harmless and indemnify Customer from any liability and expense (including, without limitation, reasonable attorney's fees) imposed upon Customer as a result of any third party claim that the Service infringes any intellectual property right of any third party, provided that Serials Solutions is promptly notified of any such claim in writing and is given full authority to act in the ensuing proceedings.

11. Miscellaneous

a. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be addressed to such party at the physical address or email address or facsimile number set forth on the Order Form.

b. **Assignment.** Customer may not assign this Agreement or any right granted hereunder without the prior written consent of Serials Solutions.

c. **Taxes.** Customer is responsible for any sales, use, VAT, personal property or other local taxes (except those based on Serials Solutions' income) or import duties imposed on the Service except to the extent that the customer is tax-exempt to the tax in question.

d. **Waiver.** Failure of either party to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce any such or other provisions of this Agreement

e. **Severability.** If any provision of this Agreement is found invalid or unenforceable pursuant to a decree or decision of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable according to its terms.

f. **Governing Law.** The Agreement shall be construed according to the laws of the State of Ohio, without application of its conflict of laws provisions.

g. **Entire Agreement.** This Agreement, including the Order Form, constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes any and all previous and contemporaneous understandings or agreements between the parties with respect to the same subject matter. The terms of any purchase orders are for Customer's convenience and do not supersede any term or condition of this Agreement. The translation of this Agreement, if any, is for Customer's convenience. In the event of any conflict of interpretation, the English language version shall control.