SaaS SUBSCRIPTION AGREEMENT

This SaaS Subscription Agreement ("**Agreement**") is by and between Ex Libris (Deutschland) GmbH a company incorporated under the laws of Germany having its main office at Tasköprüstraße 1, D-22761 Hamburg, Germany ("**Ex Libris**"), and University of Pardubice, public higher educational institution established by law, , represented by ███████████████████rector, Business ID: 00216275, VAT number: CZ00216275 and having its main office at Studentská 95, 532 10 Pardubice, Czech Republic ("**Customer**").

WHEREAS, a list of defined capitalized terms appears in Annex G hereto.

WHEREAS, Customer and MULTIDATA Praha, spol. s r.o., have previously entered into a license agreement dated 31.07.2012, ("**Current Agreement(s)**") pursuant to which MULTIDATA Praha, spol. s r.o. has granted, and Customer has accepted, a license to use the current software set forth in Annex A (the "**Current Software**"), all in accordance with the terms and conditions set forth in the Current Agreement(s);

WHEREAS, this Agreement shall, as set forth herein, supersede and replace the Current Agreement(s) with respect to the SaaS Services (defined below), and shall govern the use of the SaaS Services, whether such SaaS Services replace the Current Software or constitutes continued use of the SaaS Services.

WHEREAS, Ex Libris has the right to grant a subscription to the SaaS Services set forth in Annex A to this Agreement, as such may be amended from time to time (in a writing signed by both parties) by the addition of additional services (collectively, the "**SaaS Services**");

WHEREAS, Customer wishes to replace the Current Software with the SaaS Service and subscribe to access and use the SaaS Services from Ex Libris on a Software as a Service basis ("**SaaS**"), and to receive services from Ex Libris, and Ex Libris wishes to provide such a subscription to Customer via SaaS and to provide services to Customer, all subject to the terms of this Agreement;

WHEREAS, Ex Libris' quotation for the SaaS Service (the "**Initial Quotation**") is appended hereto as Annex B and made a part hereof, all subject to the terms of this Agreement; and

WHEREAS, Subject to Customer's agreement, Ex Libris may subsequently attach additional quotations for additional services, setting forth prices applicable to this Agreement (the "**Additional Quotations**") to be appended hereto as annexes and made a part hereof upon Customer's signature (the Initial Quotation and Additional Quotations, if any, will be collectively referred to as the "**Quotations**").

1. SUBSCRIPTION TO SaaS SERVICES

1.1.   In consideration of the full payment of the annual subscription fee (the "**Subscription Fee**") for the SaaS Service, as set forth in the Quotations, and subject to all the terms and conditions hereof, Ex Libris hereby grants to Customer the right to access and use the functionality of the SaaS Service (the "**Subscription**"), as outlined in the Quotations (including, without limitation, any limitation of use to specific locations and Named Users and other use and access restrictions as set forth in the Quotation), during the corresponding subscription period, as well as (i) related materials such as Documentation (as defined below) to the extent then available, and (ii) if applicable, third party data that may be accessed via the SaaS Service ("**Licensor Data**").

1.2.   As between the parties, all rights, title and interest, including without limitation, patent rights, copyrights, trade secrets, trademarks, service marks and other intellectual property rights, and any goodwill associated therewith, in and to the SaaS Service, related Documentation and all reproductions, derivatives, corrections, modifications, enhancements and improvements thereof, including anonymized statistical data derived from the operation of the SaaS Service, are and will remain at all times owned by Ex Libris. Other than the rights explicitly granted to Customer hereunder, all rights are reserved to and shall remain solely and exclusively proprietary to Ex Libris.

2. SERVICE LEVEL; SUPPORT; OTHER PROVISIONS

2.1.   Ex Libris will make the SaaS Service available to Customer in accordance with the SaaS Service Level Agreement set forth in Annex D (the "**SLA**"). In addition, Ex Libris shall provide Customer with ongoing support services relating to the SaaS Service, as specified in the SLA (the "**Support Services**"). Ex Libris will provide access to all appropriate documentation for fixes, releases, or upgrades to the SaaS Service. For the sake of clarity, Support Services do not include on-site services.

2.2.   Provisions applicable to a specific SaaS Service may be set forth in Annex F hereto, and/or in the relevant Quotation, and form a part of this Agreement.

3. IMPLEMENTATION AND OTHER SERVICES

3.1.   In consideration of the full payment of the Implementation Fee as set forth in the Quotation, Ex Libris shall provide the Customer the implementation services as specified in Annex E attached hereto (the **"Implementation Services"**). Additional implementation services, if requested by Customer, may be specified in the Quotation together with an additional implementation fee. The parties will mutually agree upon a suitable implementation schedule for the above specified services.

3.2.   Customer agrees to perform the tasks assigned to it in the Implementation Services. It is understood that effective communications and cooperation between Ex Libris and the Customer are essential ingredients to the success of the Implementation Plan. To such end, each Party shall designate a project coordinator who will serve as principal contact for the technical and business communications with respect to the Implementation Plan.

3.3.   If the Customer uses non-Ex Libris programs (**"Third Party Programs"**) that interoperate with the SaaS Service, the Customer acknowledges that Ex Libris may allow the providers of such Third Party Programs to access Customer Data as required for the interoperation and support of such Third Party Programs. Ex Libris shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third Party Program providers. For the sake of clarity, this provision does not refer to programs used or provided by Ex Libris as part of the SaaS Services.

3.4.   If Customer wishes to order additional training or other professional services, Ex Libris shall provide a quotation in accordance with its standard daily rates plus travel and subsistence expenses.

4. CHARGES AND PAYMENTS

4.1.   The total annual Subscription Fee for the use of the SaaS Service, as well as the fee for services, if any, is as set forth in the Quotations and is payable in the currency set forth therein. Payment is due as set forth in Annex C and is non-refundable. Prices for the Subscription Fee and other services may be increased by Ex Libris from time to time upon notice to Customer, but not more than 5% per year for the relevant scope/parameters specified in the Quotations.

4.2.   For three (3) months following the Go Live Date (**"Additional Use Period"**), Customer may, subject to full payment of the Subscription Fee for the SaaS Service, continue to use the Current Software subject to the terms of the relevant Current Agreement; provided that any support and maintenance services under such Current Agreements shall terminate upon the Go Live Date. Upon expiry of the Additional Use Period, (a) Customer shall stop using the Current Software, (b) the Current Agreements shall terminate with respect to the Current Software and any SaaS Services and (c) all license, access and other rights granted to Customer with respect to the Current Software will automatically terminate.

4.3.   All prices and fees stated in this Agreement and any Quotation exclude all applicable value added tax or any other direct or indirect tax, charge, duty or assessment, all of which shall be added to the fees and paid by Customer (except for taxes based upon Ex Libris' net income). Payment of the fees specified in the Quotation shall be made without deduction or withholding of any amount, tax or government charge. If the Customer is a tax-exempt institution, the Customer will supply Ex Libris with appropriate certification of its tax-exempt status within ten (10) days of the Agreement Effective Date and will promptly notify Ex Libris of any change to such status.

5. DOCUMENTATION

Ex Libris shall make available in electronic format at no cost to Customer, all standard materials published by Ex Libris for use by subscribers to the SaaS Service, including manuals and other relevant materials and documentation, as updated from time to time (**"Documentation"**). Customer may print or copy Documentation as needed, provided all copyright notices are included and, with respect to any such materials not made publicly available by Ex Libris, distribution of said copies complies with the confidentiality provisions of this Agreement.

6. PROTECTION FROM THIRD PARTY IP INFRINGEMENT

6.1.   Ex Libris will defend Customer to the extent any claim, suit, action or proceeding (each, a **"Claim"**) brought by any third party against Customer alleges that the SaaS Service infringes or misappropriates any copyright, trade secret or trademark, and shall pay any amounts awarded by a court pursuant to such Claim or amounts paid to settle the Claim. Ex Libris' obligation pursuant to this paragraph shall not extend to any Claim based on any alleged infringement arising from any use of the SaaS Service other than as permitted by this Agreement.

6.2.   The obligations set forth in the immediately preceding paragraph shall be subject to the Customer (i) giving Ex Libris prompt notice of such Claim; (ii) giving Ex Libris the sole authority to defend or settle such Claim; and

(iii) providing full cooperation in such defense or settlement at Ex Libris' expense and not taking any action that prejudices Ex Libris' defense or settlement of such Claim.

6.3.   If the SaaS Service becomes the subject of a Claim, or in Ex Libris' opinion is likely to become the subject of a Claim, then Ex Libris may, at its expense and option, either: (a) replace or modify the SaaS Service to make it non-infringing, while maintaining equivalent functionality; (b) procure for Customer the right to continue using the SaaS Service pursuant to this Agreement; or (c) terminate this Agreement and refund to Customer, on a pro-rata basis, the amount of any Subscription Fee that Ex Libris has received from Customer for the period between the effective date of termination of the Agreement and the expiration of the subscription period for which the Subscription Fee has been paid.

7.   LIMITATION OF LIABILITY

7.1.   Ex Libris does not assume any liability in respect of (i) access to and/or violation of copyright, privacy, database rights or trademark protection of any Licensor Data, third-party data or information resources stored with, or accessible through, the SaaS Service (including data made available by or on behalf of customers); (ii) the content or accuracy of Licensor Data or data posted by or on behalf of customers; and (iii) adverse effects, if any, due to any modification or adaptation made by Customer in the SaaS Service without Ex Libris' express and prior written consent.

7.2.   In no event shall Ex Libris be liable for indirect, incidental, special, punitive or consequential damages or for cover or for loss of revenues or profits arising from or relating to this Agreement (including without limitation, performance of the SaaS Services or any other service in connection therewith), even if Ex Libris has been advised of the possibility of such damages. In no event shall Ex Libris' aggregate liability arising from or relating to this Agreement (including without limitation, performance of the SaaS Services or any other service in connection therewith) exceed an amount equal to the total amount of Subscription Fees actually paid by Customer for the relevant SaaS Service during the twelve (12) months prior to the first incident out of which liability arose. The existence of more than one claim or suit will not enlarge or extend this limitation.

7.3.   Licensor Data is provided "as is". EX LIBRIS' WARRANTIES AND REPRESENTATIONS ARE LIMITED TO THOSE SET FORTH HEREIN, AND IT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SAAS SERVICE, OTHER SERVICES AND ANY DATA ACCESSED THROUGH THE SAAS SERVICE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EX LIBRIS MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE SAAS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

8.   CUSTOMER'S UNDERTAKINGS

8.1.   Customer agrees not to (i) make the SaaS Service or the Licensor Data available in any way for the use or benefit of any unauthorized party and shall use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS Service or the Licensor Data, and shall notify Ex Libris as soon as possible after it becomes aware of any unauthorized access or use; (ii) copy, modify, create derivative works from or use the SaaS Service, the Licensor Data, the Documentation or related materials or other proprietary information received from Ex Libris, in whole or in part, other than as expressly permitted by this Agreement, unless Ex Libris so consents in writing; (iii) reverse engineer, decompile or disassemble the SaaS Service or any components thereof except as permitted by law; (iv) violate or abuse the password protections governing access to and use of the SaaS Service; (v) remove, deface, obscure, or alter Ex Libris' or any third party's copyright notices, trademarks or other proprietary rights notices affixed to or provided as part of the SaaS Service, the Licensor Data and/or the Documentation; (vi) use any robot, spider, scraper, or other automated means to access the SaaS Service or the Licensor Data for any purpose without Ex Libris' written consent; (vii) use or display SaaS Service logos differing from Ex Libris' own without Ex Libris' prior approval, which shall not be unreasonably withheld; (viii) store information or materials in the SaaS Service that violates a third party's rights or breaches applicable law; and/or (ix) use the SaaS Service, the Licensor Data or the Documentation in a way which would violate any applicable laws, rules and regulations.

8.2.   Customer agrees to maintain the SaaS Service, any non-public Documentation and related materials confidential, and may disclose the SaaS Service and related materials to its employees or agents to the extent that such disclosure is necessary to Customer's use of the SaaS Service, provided that Customer takes reasonable steps to ensure that such information is not disclosed or distributed by such employees or agents in contravention of the provisions of this Agreement.

8.3.   Customer agrees to abide by the access and use restrictions set forth in the Quotation and Documentation, and to refrain from any use of the SaaS Service that is not expressly permitted by this Agreement or the

Documentation. Specifically, but without limitation, Customer undertakes to refrain from performing penetration tests or using the SaaS Service in any manner other than in the ordinary course of Customer's regular activities

8.4.   To the extent that any third party brings a claim against Ex Libris alleging that information stored in the SaaS Service by or on behalf of Customer violates a third party's rights or breaches applicable law, Customer will defend the claim and pay any resulting judgment or negotiated settlement. The obligation set forth in this Section 8.4 shall be subject to Ex Libris (i) giving Customer prompt notice of such claim; (ii) giving Customer the sole authority to defend or settle such claim; and (iii) providing full cooperation in such defense or settlement at Customer's expense and not taking any action that prejudices Customer's defense or settlement of such claim.

8.5.   In order to allow for proper implementation and operation of the SaaS Service, Customer shall meet and maintain the technical prerequisites set forth in the Documentation. Customer shall be solely responsible for upgrading to the then-current minimum browser requirements as defined by Ex Libris from time to time. Ex Libris shall provide Customer with no less than six months' prior written notice of any change in the minimum browser requirements.

9.   CUSTOMER DATA

9.1.   **"Customer Data"** means any business information, personal information or other data which Customer stores, or provides to Ex Libris for storing and processing, in the SaaS Services. The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. Nothing in this Agreement shall be interpreted to transfer title or ownership of the Customer Data to Ex Libris or any other party.

9.2.   Ex Libris agrees during the Term to implement reasonable security measures to protect and backup Customer Data and will, at a minimum, utilize industry standard security and backup procedures.

9.3.   Customer acknowledges that use of the SaaS Services may involve providing personal information about Customer's permitted users, such as its staff and patrons, and other third parties to Ex Libris for storing and processing in the SaaS Services ("**Personal Information**") and the Customer shall be responsible for having all necessary rights to collect and process or allow collection and processing of such Personal Information. As between Customer and Ex Libris, Customer retains ownership of the Personal Information and may, at any time during the term of this Agreement, access, modify and delete Personal Information that is stored in the SaaS Services.

9.4.   Customer agrees that it will not upload to or store on the SaaS Services, and Ex Libris will not be liable with respect to, any sensitive personal data such as government-issued identification numbers (social security number, national identification number, driver's license number, passport number etc.), bank and credit card account numbers, race, origin, biometric data, health and medical information, student academic records, employment records or financial records, political opinions, religious or philosophical beliefs, trade union membership, genetic data or information concerning sex life or sexual orientation, and Customer will only store basic personal information necessary to operating library systems (i.e., names, postal addresses, email addresses, telephone numbers, institutional ID and loan and fines information, as applicable).

9.5.   Ex Libris shall comply with all laws and regulations (including without limitation privacy laws and regulations) applicable to its operation of the SaaS Services and Customer shall comply with all laws and regulations (including without limitation privacy laws and regulations) applicable to its use of the SaaS Services, including without limitation, the collection, use, transfer, and access by its users, of Personal Information in connection with the SaaS Services. Ex Libris may utilize its Affiliates in the performance of its obligations under this Agreement. Ex Libris shall not use the Personal Information for any purpose except in the performance of this Agreement.

9.6.   Ex Libris will comply with the requirements of the "processor" under the General Data Protection Regulation (**"GDPR"**) with respect to processing, on the SaaS Services, of Personal Information of individuals covered by the GDPR and as set forth in the Data Processing Addendum in Annex H. Customer shall be and act as the "controller" (as defined in the GDPR) of all such Personal Information and shall comply with its obligations as the controller under the GDPR and as set forth in Annex H. With respect to Customers based outside the European Union ("EU"), Customer understands and acknowledges that such Personal Information will be primarily stored and processed in the SaaS Service data center serving Customer's main campus/library which may be outside of the EU.

10. TERM AND TERMINATION

10.1.   This Agreement shall be effective upon the Agreement Effective Date and shall expire thirty (30) days after the expiration or termination of the last remaining Subscription hereunder. The Subscription for each SaaS Service shall be effective upon the Subscription Effective Date set forth on Annex C for such SaaS Service. The initial

term of a Subscription shall expire at the end of five (5) years after the relevant Subscription Effective Date (the **"Initial Term"** of that Subscription). Following the applicable Initial Term, each Subscription shall automatically renew at the then-applicable Subscription Fee for successive one (1) year terms (each, a **"Renewal Term"**, and together with the Initial Term, the **"Term"**), unless (a) Ex Libris or Customer provides the other with written notice not less than ninety (90) days prior to the end of any term of a Subscription of its intent not to renew that Subscription, or (b) the Agreement and/or the applicable Subscription is terminated in accordance with the terms of this Agreement. If Customer shall continue to use the SaaS Service past the applicable Subscription renewal date, Customer shall be deemed to have renewed the Subscription for the following term at the rates applicable for said new term.

10.2. Customer may terminate this Agreement and/or the applicable Subscription, effective upon Ex Libris receipt of written notice, if Ex Libris is in material breach of this Agreement and Customer has given written notice of such material breach and Ex Libris has failed to cure such material breach within thirty (30) days of such notice. In the event of such termination, Ex Libris shall refund to Customer, on a pro-rata basis, the amount of any Subscription Fee that Ex Libris has received from Customer for the period between the effective date of termination of the Subscription and the expiration of the subscription period for which the Subscription Fee has been paid.

10.3. Ex Libris may terminate this Agreement and/or the applicable Subscription, effective upon Customer's receipt of written notice, if Customer is in default in payment of any sum due hereunder or is otherwise in material breach of this Agreement and Ex Libris has given written notice of such default or material breach and Customer has failed to cure such default or material breach within thirty (30) days of such notice. Customer's obligation to pay all charges which have accrued prior to termination (including Subscription Fees payable through the end of the applicable Term) shall survive any such termination of this Agreement by Ex Libris, without waiver of any remedies Ex Libris may have at law or in equity.

10.4. Upon expiration or termination of a Subscription, Ex Libris will, upon Customer's request, make the Customer Data available to Customer for download for the thirty (30) days following such expiration or termination (the **"Termination Assistance Period"**). After the Termination Assistance Period, Ex Libris shall have no obligation to maintain or provide any Customer Data relating to the expired or terminated Subscription and will, unless legally prohibited, delete it.

10.5. The terms of Sections 1.2, 6, 7, 8, 10, 12.1 and 13, as well as any provisions that are inherently intended to survive the termination of an agreement (e.g., definitions, indemnity, obligation of confidentiality or limit of liability) shall survive the termination of this Agreement.

11. FORCE MAJEURE

Ex Libris shall not be responsible for any failures of its obligations under this Agreement to the extent that such failure is due to causes beyond Ex Libris' control including, but not limited to, acts of God, war, terrorism, riots, civil unrest, acts of any government or agency thereof, fire, explosions, epidemics, quarantine restrictions, delivery services, telecommunication providers, interruption or failure of the Internet, strikes, labor difficulties, lockouts, embargoes, or severe weather conditions.

12. STATEMENT OF CONFIDENTIALITY; USE OF NAME IN PUBLICITY

12.1. Except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein, the contents of this Agreement are proprietary and confidential to Ex Libris and may not be copied, disclosed, or used, in whole or in part, without its express written permission.

12.2. Ex Libris may use Customer's name on its website and in its promotional materials as a customer of the SaaS Service, but will not imply that the parties are affiliated.

13. GENERAL

13.1. This Agreement is to be governed by and interpreted in accordance with the laws of the Czech Republic without giving effect to principles of conflicts of laws. All disputes arising out of this Agreement shall be resolved amicably and if no agreement is reached the disputes shall be resolved by the competent courts of the Czech Republic, provided that Ex Libris may seek injunctive relief in any court of competent jurisdiction. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

13.2. All notices hereunder shall be deemed effective when delivered to the address set forth above or to a designated fax number, as follows: (i) if hand-delivered, upon delivery, (ii) if sent by recognized national or international courier, on the business day of delivery, (iii) if sent by registered post, within five (5) business days

of sending; (iv) if sent by email, on the business day of sending (or if sent on a non-business day on the next business day), provided that the recipient has acknowledged receipt.

13.3. Neither party hereto may assign its rights and obligations under this Agreement except with the prior written consent of the other, provided that Ex Libris may assign its rights and obligations to an affiliate or to a company which succeeds to its business hereunder.

13.4. The development, release, and timing of any new features or functionality of the SaaS Service remains at Ex Libris' sole discretion. The Customer acknowledges that it has not relied on the delivery of any future feature or functionality in executing this Agreement.

13.5. The parties acknowledge that they are independent contractors and no other relationship, including partnership, joint venture, employment, franchise, or principal/agent is intended by this Agreement. Neither party shall have the right to bind or obligate the other.

13.6. All headings herein are for ease of reference only and shall not be used to interpret this Agreement.

13.7. The annexes attached hereto are incorporated in, and made a part of, the Agreement by this reference. All capitalized but undefined terms in an annex to this Agreement shall have the meaning set forth herein.

13.8. This Agreement and its annexes constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede any and all prior written or oral agreements with respect to such subject matter.

13.9. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and this Agreement shall be construed without such provision.

13.10. This Agreement may only be amended by a writing signed by both Parties.

13.11. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any other term or waiver of such breach on other occasions.

13.12. Any purchase order entered into between the parties shall be deemed to incorporate the terms of this Agreement. If a purchase order contains terms that purport to modify or supplement the terms of this Agreement then those purchase order terms shall have no force or effect, unless expressly agreed to in writing by both parties. In the case of an inconsistency or contradiction between this Agreement and any purchase order, this Agreement shall prevail.

13.13. Facsimile signatures shall be sufficient for purposes of executing this Agreement. This Agreement may be executed in counterparts.

13.14. This Agreement was executed in two original counterparts, and each Contracting Party shall receive one counterpart.

13.15. This Agreement becomes valid and effective on the date it is signed by both Contracting Parties. If the Agreement is subject to charges for publication according to Act. No. 340/2015 Coll., on the Register of Contract, the Agreement becomes effective on the date it is published in contract register. The Agreement shall be published in the contract register without undue delay by the University of Pardubice.

ACCEPTED, AGREED AND SIGNED ON AND AS OF THE DATE FIRST ABOVE WRITTEN:

University of Pardubice	Ex Libris (Deutschland) GmbH
By:	By: ███████ LIBRIS (Deutschland) GmbH
Name: ████████	Name: ████████ Tasköpriistrasse 1
Title: rector	Title: PROKURIST D-22761 Hamburg
Date:	Date: 27.11. 2018 Tel.: +49 (0) 40/89809-0

Data Protection Officer/Contact for data protection enquiries

CUSTOMER	Ex Libris
Name/Role: ████████████	████████
E-mail: ████	████████

General contact persons	
CUSTOMER	Ex Libris
Name: ████████	Name: ██████
E-mail: ████████	E-mail: ██████████

LIST OF ANNEXES

ANNEX A

Ex Libris Current Software and SaaS Service(s)

<u>Current Software (to be replaced by the SaaS Service(s) below):</u>

Primo local

<u>SaaS Service(s):</u>

Primo SaaS
Primo Standard Sandbox

ANNEX B

The Initial Quotation and Additional Quotations, if any

PRIMO

1. <u>Fees</u>

    (a) Annual Fees

        (i) The initial annual Primo Subscription Fee: █████████

        (ii) Primo Sandbox
    <u>Standard Sandbox</u>: included as part of the Primo subscription

        Includes up to 100,000 records

    (b) Initial Fees

        (i) Standard Implementation Fee: ████████

2. <u>Access and Use Restrictions</u>:

    Usage of the SaaS Service is limited to:

    (a) The following campuses only: Univerzita Pardubice, and is not for the use of any other campus, college, university, library or entity of any kind. Any use of the SaaS Service by any other entity is strictly prohibited and is considered a material breach of this Agreement. For the sake of clarity, Customer's authorized users associated with such listed campuses may access the SaaS Services from outside of Customer's jurisdiction, but Customer shall ensure that it is entitled to transfer Customer Data and Personal Information from and to any such Customer user location and shall be responsible for compliance with privacy laws applicable to such transfers.

    (b) A Primo subscription is for up to (i) 250.000 Primo Documents; (ii) 9.500 FTE's; and (iii) 1 institution.

SaaS Subscription Template 05-18

ANNEX C

Payment Terms

PRIMO

1. Annual Subscription Fee: The initial Subscription Fee is for the one-year period commencing on 01.01.2019 (the **"Subscription Effective Date"**), and each subsequent Subscription Fee is for the one-year period commencing on each anniversary thereof. The Subscription Fee is due on the Subscription Effective Date and on each anniversary thereof.

2. Increase in Scope of Subscription: In the event the scope of the Subscription is extended beyond the Access and Use Restrictions initially set forth on the Quotation, the annual Subscription Fee shall be increased proportionally from the time said extension is granted by Ex Libris, without regard to the annual cap on increases set forth in Section 4.1.

3. Implementation Fee: 100% of the Implementation Fee is due on the Subscription Effective Date.

4. Other Services: Other special services, if any, ordered by the Customer, are payable against Ex Libris' corresponding monthly invoices.

5. Note: All Ex Libris invoices are payable within thirty (30) days of the date of invoice. Payment of the fees specified in the Quotation shall be made without deduction or withholding of any amount, tax or government charge. Late payments shall bear interest at the rate of 1.5% per month or the highest lawful rate, whichever is lower.

6. Travel and Expenses: Reasonable travel, lodging and meal expenses incurred by Ex Libris in the performance of services are not included in prices quoted.

ANNEX D

SaaS Service Level Agreement
(the "SLA")

A. For Programs other than Sandbox

1. **Availability**

   For the duration of the Subscription, Ex Libris will use commercially reasonable efforts to ensure that the SaaS Service is available for access and use in accordance with the Agreement at an annual Uptime Percentage (defined below) of at least 99.5%, as measured over any calendar year. Ex Libris shall either publish on a quarterly basis or make available to Customer upon request a report of any Downtime during a calendar quarter (the "**Quarterly Report**").

2. **Definitions**

   All capitalized terms used in this SLA without definition shall have the meaning ascribed to them in the Agreement. In addition, the following definitions shall apply to this SLA:

   2.1. "**Downtime**" means the total time within a Measured Period during which the SaaS Service is inoperable or inaccessible, excluding SLA Exclusions during such Measured Period.

   2.2. "**Measured Period**" means the total number of minutes in the calendar year.

   2.3. "**Scheduled Downtime**" shall mean any Downtime (i) of which Customer is notified at least seven (7) days in advance, or (ii) during a standard maintenance window, as published by Ex Libris from time to time. In either of the foregoing two situations, Ex Libris will use commercially reasonable efforts to ensure that the Scheduled Downtime falls between the hours of Saturday 20:00 and Sunday 06:00 Central European time.

   2.4. "**Uptime**" means the total period in minutes during which the SaaS Service is available for access and use during a Measured Period.

   2.5. "**Uptime Percentage**" means Uptime expressed as a percentage, calculated in accordance with the following formula:

   $$\text{Uptime Percentage} = X / (Y - Z) \times 100$$

   Where:
X	=	Uptime
Y	=	Measured Period
Z	=	The duration (in minutes) of any SLA Exclusions during the applicable Measured Period

3. **SLA Exclusions**

   The following shall not be considered within the definition or calculation of Downtime: (i) Scheduled Downtime; (ii) SaaS Service unavailability attributable to (a) causes beyond Ex Libris' reasonable control, including any Force Majeure event or the performance of any third party communications or internet service provider; (b) the Customer's failure to perform any obligation under the Agreement that affects the performance of the SaaS Service; and/or (c) any actions or omissions of the Customer, its permitted users or any third party acting on their behalf, or to the Customer's or any third party's equipment, software or other technology; (iii) SaaS Service unavailability caused by the suspension and termination of the Customer's right to use the SaaS Service in accordance with the Agreement; and (iv) separate instances of SaaS Service unavailability of less than 5 (five) minutes duration each, provided such instances are not of a persistent nature such that they cause a detrimental impact on the Customer (each an "**SLA Exclusion**").

4. **Low Uptime Percentage**

   4.1. If the Uptime Percentage shown on any two consecutive Quarterly Reports falls below 97%, then the Customer shall be entitled to terminate the Subscription immediately, without Ex Libris incurring any liability arising from the fact of such termination. The Customer is liable for Subscription Fees only up to the date of termination. The Customer's right to terminate under this Section 4.1 only exists for a period of one month following delivery of the applicable Quarterly Report.

4.2. If the Customer disputes the accuracy of any Quarterly Report, it must submit notice thereof within two weeks of its receipt of the Quarterly Report, which notice must include the dates, times and duration of each incident of Downtime that the Customer claims to have experienced, including instance ids of the instances that were running and affected during the time of each incident. Failure to do so shall render the Quarterly Report definitive.

4.3. Ex Libris' obligations hereunder are based on and subject to the Customer: (i) complying with the terms and conditions of the Agreement, including this SLA; (ii) complying with Ex Libris' instructions, if any, for performing corrective action; and (iii) the Customer maintaining the connectivity (with acceptable bandwidth) of the workstations and end customers to the main internet, including network connectivity to the SaaS Service, and connectivity between the SaaS Service and the Customer's local applications interacting with the SaaS Service, as well as creating and maintaining firewall definitions and opening required ports that permit access to the SaaS Service.

5. Support Incidents

5.1. Customer shall report all issues via Salesforce, through the creation of a Salesforce Case (a **"Support Case"**). Level I and II issues, as described in 5.2 below, should also be reported to 24X7hub@exlibrisgroup.com.

5.2. Ex Libris Response to Support Cases:

Response Level	Description	Initial Response
I	▪ The SaaS Service is not available	1 hour
II	▪ An inoperable production module	2 hours
III	▪ Other production performance related issues, typically a module feature working incorrectly	1 business day
IV	▪ Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests	2 business days

5.3. Updates relating to Support Cases

All incidents of Downtime which are known by Ex Libris are reported by Ex Libris to Customer and available for Customer to view via a designated link on the Customer Portal (**"Downtime Status Page"**). In the event of Downtime, Ex Libris shall update the Downtime Status Page on an hourly basis until resolution of such Downtime event. All incidents of Downtime which are known by Ex Libris and which affect only Customer will be communicated via a support case or by email.

5.4. Escalation

If Downtime is not resolved within two hours, then Ex Libris will escalate the matter to its 24x7 Team Hub Manager; if it is not resolved within four hours, then Ex Libris will escalate the matter to its Director of Support for Europe; and if it is not resolved within eight hours, then Ex Libris will escalate the matter to its Global Support Director.

6. 24x7 Monitoring

The Ex Libris hub team provides 24x7 coverage for the SaaS Service by monitoring and alerting on any issues or problems with:

- ▪ servers
- ▪ operating systems
- ▪ network devices (switches/routers)
- ▪ backup systems
- ▪ server side performance

B. For Sandbox

Ex Libris makes no warranty or representation regarding Uptime. Ex Libris shall respond to Support Cases for Sandbox as follows:

(i)   Performance related issues: within two (2) business days.

(ii)   Non-performance related matters, including: general questions, requests for information, documentation questions, and enhancement requests: within four (4) business days.

PM

ANNEX E

Implementation Services

Ex Libris Primo Implementation Services

Overview

Implementation type: Single Institution
Ex Libris Primo institution: One
Ex Libris Primo sandbox: 1 Standard

Primo implementation services covered by this agreement include:
1. Project management, training, customer assistance
2. Configuration
3. Data harvesting and indexing

Implementation duration is expected to take up to eight weeks for a single Primo institution (duration will be extended if additional institutions or products are included). If the Customer would like to extend the Implementation timeline beyond the agreed upon duration, negotiation regarding the extended schedule and related costs will be conducted.

1. Project management, training, customer assistance
1.1. Service provided:
   - Kick-off meeting (Web based)
   - Regular project calls
   - Reporting and tracking of project progress, tasks and issues
   - Guided implementation assistance
1.2. Customer is responsible for appointing a library project team and a project manager who will serve as the primary contact for the Ex Libris project manager. If required, relevant IT resources need to be provided on the Customer side according to the project plan.
1.3. Customer project team shall participate in the Primo training and are responsible for performing internal library staff training.
1.4. Ex Libris shall provide ongoing implementation assistance via Ex Libris CRM (Salesforce) system during the implementation project.

2. Configuration
All configuration is according to Ex Libris standard specifications, unless explicitly listed below or in the Quotation.
2.1. Customer undertakings as prerequisites:
   - Customer is responsible for providing and granting an SSH access to Ex Libris.
   - As a prerequisite for the export and import of the institution's configuration from the current on-premise source environment to the target environment (Primo SaaS hosted by Ex Libris), the Customer shall upgrade their source environment to the same version as the Primo SaaS target environment.
2.2. After such upgrade, Ex Libris will:
   - Set up an institution in the Primo SaaS environment
   - copy the Customer configuration to the Primo SaaS environment.

3. Data harvesting and indexing
3.1. Ex Libris will:
   - Harvest the source records in one (1) data load including indexing

4. General
4.1 If the customer wants to include data modification and clean-up as part of the harvesting, normalization and indexing in Primo, the costs and scope of these services as well as the timeframe involved may be negotiated and agreed upon.

ANNEX F

SaaS Service-Specific Provisions

Provisions that apply specifically to Primo

1. Customer shall comply with, and shall use reasonable efforts that each end user complies with the Primo Central Index Terms of Service and Primo Central Service Configuration and Display Guidelines, which can be viewed on the Customer Portal. Customer further agrees that it shall not, nor will it allow any end user or third party to:

    1.1. Store or cache data accessible through the SaaS Service (the **"Data"**) beyond the normal day-to-day use of an individual user;

    1.2. Return or display in the Data search results snippets of full text that exceed one hundred and sixty one (161) characters in length;

    1.3. Independently produce or display snippets in the Data search results when no such snippets are returned by the SaaS Service;

    1.4. Use the Data for or in connection with any application, product or service other than the SaaS Service;

    1.5. Create or repackage a database containing material amounts of Data;

    1.6. Merge Data with other data or records (whether or not obtained via the Primo Central Index), in any manner.

    1.7. Text mine, data mine or harvest metadata from the Data.

ANNEX G

Definitions

Unless otherwise stated, references below to Sections, "Whereas" clauses and Annexes refer to such parts of this Agreement.

"Additional Quotation" means, as set forth in the "Whereas" clauses, a Quotation which may be added to Annex B by written agreement of the parties after the Agreement Effective Date.

"Additional Use Period" means, as set forth in Section 4.1.B, the period of time following the Go Live Date of the SaaS Service during which Customer is permitted to continue using the Current Software.

"Affiliate" means, with respect to an entity, another entity that controls, is controlled by, or is under common control with, the first entity.

"Agreement" means this SaaS Subscription Agreement, including its Annexes.

"Agreement Effective Date" means the date set forth in the first paragraph of this Agreement, which is the date this Agreement goes into effect.

"Bibliographic Titles" means, the total number of descriptive metadata records managed within Alma, including both physical and e-book titles as well as locally managed authority records. This number excludes e-journal titles and digital metadata record counts.

"Community Zone" means the part of the Alma SaaS Service as further described in Annex F, where Ex Libris and the customers of the SaaS Service, have the option to load metadata, electronic resource and collection definitions (also known as the Knowledge Base) and authority records to be used by all participating customers, to streamline resource management processes, including ordering, cataloging, discovery, and related functions such as context sensitive linking services for end users, authority control and analytics.

"Current Agreement(s)" means those previously entered software license or subscription agreement(s) described in the "Whereas" clauses.

"Current Software" means, as set forth in the "Whereas" clauses, the software listed on Annex A under the caption "Current Software".

"Customer" means, as set forth in the first paragraph of this Agreement, the subscribing party that has entered into this Agreement with Ex Libris.

"Customer Data" means, as set forth in Section 9.1, any business information, personal information or other data which is provided by Customer to Ex Libris in connection with the SaaS Service, including, without limitation, information which Customer stores, or provides to Ex Libris for storing, in the SaaS Service.

"Digital Metadata Records" means the number of descriptive metadata records (currently MARC, Dublin Core) managed within Alma for digital collections, regardless of where the objects (files) are stored (which may be either in another local digital repository or in the Alma cloud storage).

"Digital Object Files" means the digital objects/files stored in the Alma cloud storage. Alma makes use of Amazon S3 cloud storage as further described in the SLA.

"Documentation" means, as set forth in Section 5, materials published by Ex Libris for use by subscribers to the SaaS Service, including manuals and other materials.

"Ex Libris" means the Ex Libris entity named in the first paragraph of this Agreement.

"Ex Libris Identity Service" means an optional service made available to customers of Alma, Primo/Summon (when bundled with Alma) and/or Leganto SaaS Services for the sole purpose of authenticating users logging into the SaaS Services. The Ex Libris Identity Service is intended only to authenticate Customer's authorized

users who cannot be authenticated by Customer's institutional authentication service. Customer shall be subject to the guidelines set forth in the Ex Libris Identity Service Documentation, including with respect to compliance with uniform password policies (such as length and complexity) as set by Ex Libris from time to time.

"FTE's" consisting of the following categories of individuals:

    (i)   then-currently enrolled students;
    (ii) then-current faculty (i.e., professors, lecturers and instructors); and
    (iii) then-current other personnel (e.g., library staff, university administrators etc.)

"Go Live Date" means the date on which the Customer first uses the SaaS Service for commercial or production purposes, or makes the SaaS Service generally available to Customer's users, or uses the SaaS Service in any way beyond testing.

"Implementation Services" means, with respect to the relevant SaaS Service, the implementation services set forth on Annex E to this Agreement, as set forth in Section 3.1.

"Initial Quotation" means, as set forth in the "Whereas" clauses, the Quotation(s) attached to this Agreement as Annex B as of the Agreement Effective Date.

"Initial Term" means, with respect to a Subscription, the period of time beginning on the Subscription Effective Date and ending upon the expiration of the number of years set forth in Section 10.1 (unless earlier terminated).

"Leganto Implementation Kick-Off Date" means the date of the initial Kick-off meeting of the Implementation Services with respect to Leganto described in Annex E.

"Licensor Data" means, as set forth in Section 1.1, third-party data that may be accessed via the SaaS Service.

"Named Users" means, Customer's users that have been entitled by the Customer with unique login credentials to the SaaS Service. Named Users may include Customer's employees, library student assistants, temporary staff, consultants, or contractors.

"Open License" means a license which allows a copyright owner to permanently relinquish copyrights to data of a bibliographic nature for the purpose of contributing to a commons of creative, cultural and scientific works that the public can reliably, and without liability for later claims of infringement, build upon, modify, incorporate in other data, reuse and redistribute freely in any form and for any purpose, including, without limitation, commercial purposes. Open Data Commons Public Domain Dedication and License (PDDL) and Creative Commons (CC) license are two of several public copyright licenses that are considered Open Licenses.

"Personal Information" means, as set forth in Section 9.3, personal information of Customer's permitted users, such as its staff and patrons, and other third parties.

"Primo Documents" means, any full text or metadata records which are harvested (from Alma or other library sources such as institutional digital repositories) and made discoverable via Primo. The average record size of all Primo Documents must be under 5kb.

"Quotations" means, as set forth in the "Whereas" clauses, collectively the Initial Quotation and any Additional Quotations.

"Renewal Term" means, with respect to a Subscription, each of an indefinite number of successive, automatically renewing one-year terms, as set forth in Section 10.1.

"SaaS" means Software as a Service.

"SaaS Service" means, as set forth in the "Whereas" clauses, the SaaS Service(s) listed on Annex A under the caption "SaaS Service(s)".

"SaaS Service Contract Date" means, with respect to a SaaS Service, the date as of which that SaaS Service became a part of this Agreement. Accordingly, the SaaS Service Contract Date of a SaaS Service that was included on the Initial Quotation set forth on Annex B would be the Agreement Effective Date. However, the

SaaS Service Contract Date of a SaaS Service that was included on an Additional Quotation subsequently prepared by Ex Libris, signed by the Customer and added to Annex B would be the date of the Customer's signature on such Additional Quotation (or the date of any other amendment to this Agreement by which the SaaS Service was added).

"SLA" means, as set forth in Section 2.1, the Service Level Agreement set forth on Annex D.

"Subscription" means, as set forth in Section 1.1, the right to access and use the functionality of the SaaS Services.

"Subscription Effective Date" means, with respect to a Subscription, the beginning date of that Subscription, as set forth on Annex C.

"Subscription Fee" means, with respect to the relevant SaaS Service, the Subscription Fee set forth on the relevant Quotation, as set forth in Section 1.1.

"Support Services" means, as set forth in Section 2.1, the maintenance and support services relating to the SaaS Service specified in the SLA.

"Term" means, with respect to a Subscription, the Initial Term and any Renewal Terms, as set forth in Section 10.1.

"Termination Assistance Period" means, as set forth in Section 10.4, the 30-day period immediately following the expiration or termination of a Subscription, during which Ex Libris will, upon Customer's request, make the Customer Data available to Customer for download.

"Third Party Programs" means, as set forth in Section 3.3, non-Ex Libris programs that interoperate with the SaaS Services.

"Unique e-Journal Titles" means, the total number of e-journal titles obtained by counting e-journals once even if they are available from multiple sources. This includes all e-journal titles managed in Alma and is not dependent on the manner they are accessed or acquired (e.g. subscriptions from content providers, open access collections, databases, etc.).

ANNEX H

Data Processing Addendum - GDPR

This Addendum, together with the Agreement, constitutes the contract governing the processing by processor as contemplated under paragraph 3 of Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data **(the "General Data Protection Regulation" or "GDPR")**. Customer shall be and act as the "controller" (as defined in the GDPR) of all personal data (as defined below) and shall comply with its obligations as the controller under the GDPR. Ex Libris shall be and act as the "processor" (as defined in the GDPR) and will comply with the requirements of the processor under the GDPR with respect to processing, in the SaaS Services, of personal data covered by the GDPR. This Addendum shall not be construed to impose any obligations beyond those required by the GDPR itself. Capitalised terms used herein and not defined herein shall have the meaning ascribed to them in the Agreement.

1. **Definitions**

    1.1 **"Data Controller"** means Customer, as controller under the GDPR.

    1.2 **"Data Processor"** means Ex Libris, as processor under the GDPR.

    1.3 **"personal data", "personal data breach", "processing"** and **"data subject"** shall have the meaning specified for each term in the GDPR.

2. **Processing Details**

    2.1 Subject-matter and duration of the processing

    The subject-matter of the processing includes the provision to Data Controller of cloud-based library management, discovery, research, reading list and/or other SaaS or hosted solutions specified in the Agreement (**"SaaS Services"**) and related implementation, migration, support and other services described in the Agreement. The duration of the Processing shall be the term of the Agreement and a reasonable and limited period of time following its expiration or other termination (see Section 10 below (Return or Deletion)), all as further described herein and in the Agreement.

    2.2 Purpose of the processing

    The purpose of the intended processing of personal data is for the provision to Data Controller of the SaaS Services and related services described in the Agreement and the performance of Data Processor's obligations under the Agreement.

    2.3 Nature of the processing

    The nature of the processing shall be to provide to Data Controller the SaaS Services pursuant to the Agreement, as further specified in the SaaS Service product documentation and as further instructed by Data Controller in its use of the SaaS Services. Data Processor may also provide related implementation, migration, support and other services to the extent described in the Agreement or other written order or instruction by Data Controller.

    2.4 Type of personal data

    (a) The subject of the processing shall be personal data types consistent with the purposes described in Section 2.2 above and may, as applicable, include the following types of personal data, along with other categories as described in the SaaS Service product documentation:

    - Basic user and patron information, including
        o First and last names
        o Postal addresses
        o Email addresses
        o Telephone numbers and other contact information
        o Institutional identification numbers
    - Library/catalogue related user and patron information, including
        o Library activity, loans and fines information
    - Basic staff and staff contact information
    - Staff related usage information, including records of staff operations and activity
    - Research activity

- General usage information, including connection data (e.g., IP addresses)
- Suppliers/vendors information

(b) Data Controller may also upload for processing in the SaaS Services additional personal data types that are consistent with the purposes described in Section 2.2 above; provided that in no event shall Data Controller process in the SaaS Service (a) special categories of data described in Article 9(1) of the GDPR, (b) payment card information, student academic records, employment records or personal financial records, or (c) any other data prohibited by the Agreement or the GDPR. Data Controller determines which personal data it uploads to the SaaS Service and shall have sole responsibility for the accuracy, quality, and legality of personal data processed in the SaaS Services and the means by which Data Controller acquired personal data.

2.5 Categories of Data Subjects

The categories of Data Subjects shall be determined by Data Controller and may include, without limitation, Data Controller's library patrons, library staff, faculty, students, administrators, employees, visitors and alumni.

3. **Data Controller instructions**

Data Processor shall process personal data only within the scope of Data Processor's obligations under the Agreement and the GDPR, according to documented instructions of Data Controller. This Addendum and the relevant terms of the Agreement constitute documented instructions of Data Controller with respect to the processing of personal data. Data Controller shall be responsible for having all necessary rights to collect and process and to allow collection and processing of all personal data contemplated hereunder.

4. **Confidentiality obligations of Data Processor personnel**

Data Processor shall take reasonable steps to ensure that only authorised personnel have access to personal data. All personnel of Data Processor engaged in the processing of personal data (i) will process personal data only in accordance with the Agreement and this Addendum, unless required to do otherwise by Union or relevant Member State law and (ii) have committed to maintain the confidentiality of any personal data.

5. **Technical and organisational measures**

5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Data Controller and Data Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including *inter alia* as appropriate:

- the pseudonymisation and encryption of personal data;
- the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

5.2 In assessing the appropriate level of security, account shall be taken of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

5.3 The technical and organisational measures are set out in more detail in Schedule 1 to this Addendum. Data Processor shall, upon request, provide Data Controller with information regarding the technical and organisational measures referred to in Schedule 1.

6. **Subprocessors**

6.1 Data Processor will ensure that: (a) any subprocessor it engages to process personal data under the Agreement on its behalf does so only on the basis of a written contract which imposes on such subprocessor data protection obligations no less protective of personal data than those imposed on Data Processor in this Addendum; and (b) where any such subprocessor engaged by Data Processor fails to fulfil its data protection obligations, Data Processor shall remain fully liable to Data Controller for the performance of that other subprocessor's obligations.

6.2 Data Controller hereby authorises Data Processor to engage affiliates (under common ownership with Data Processor) as specified below to participate in performance of Data Processor's obligations with respect to

processing of personal data under the Agreement and this Addendum and to transfer personal data to such affiliates for such purpose. The specified affiliates and any other subprocessors, their respective jurisdictions of organisation and a description of their activities, together with publication of adjustments or additions, are set forth on the Ex Libris website, currently at https://knowledge.exlibrisgroup.com.

6.3 Data Controller hereby provides Data Processor with a general written authorisation to employ other sub-processors and to adjust the processing roles of the listed sub-processors. Data Processor shall inform Data Controller of any adjustment of processing roles and/or addition of sub-processors after the date of execution of this Addendum, thereby giving Data Controller the opportunity to object to such adjustment and/or addition. If Data Controller has a reasonable basis to object to Data Processor's use of a new sub-processor, Data Controller shall so notify Data Processor in a written notice that includes an explanation of the grounds for objection within 10 business days after Data Processor's notification regarding such new sub-processor. In the event Data Controller so objects, Data Processor will use reasonable efforts to work in good faith with Data Controller to find an acceptable, reasonable, alternate approach. If Data Processor is unable to make available such an alternative approach within a reasonable period of time, which shall not exceed sixty (60) days, Data Controller may terminate the applicable SaaS Service which cannot be provided without the use of the objected-to new sub-processor, without penalty or liability for either party, by providing written notice to Data Processor within thirty (30) days.

6.4 In addition, Data Processor uses data center facilities provided by unaffiliated third parties. The relevant data center providers and the respective locations of the data centers are listed on the Ex Libris website, currently at https://knowledge.exlibrisgroup.com.

7. Data Transfer

Data Controller acknowledges and accepts that the provision of the SaaS Services under the Agreement requires the transfer of personal data to, and processing by, sub-processors in third countries (as set forth above), including certain countries outside the EEA. With respect to transfers of personal data to a sub-processor located outside of the EEA, Data Processor shall in advance of any such transfer ensure that such countries are recognised by the European Commission as providing an adequate level of data protection or that a mechanism is in place to provide appropriate safeguards and enforcement of personal data protection in compliance with the requirements of the GDPR.

8. Rights of Data Subjects

8.1 Data Processor shall provide Data Controller with instructions regarding the use, by Data Controller and/or its authorised users, of tools within the SaaS Services to allow Data Controller to access, rectify, erase, and block personal data relating to data subjects that is stored on the SaaS Services, and to export such personal data in a structured, commonly used and machine-readable format.

8.2 If Data Processor receives a request from Data Controller's data subject to exercise one or more of its rights under the GDPR, Data Processor will redirect the data subject to make its request directly to Data Controller. In addition, to the extent Data Controller, in its use of the SaaS Services, does not have the ability to address a data subject request, Data Processor shall upon Data Controller's request provide reasonable assistance in responding to such data subject request to the extent Data Processor is legally permitted to do so and the response to such data subject request is required under the GDPR.

9. Assistance to Data Controller

Taking into account the nature of processing and the information available to Data Processor, Data Processor shall provide such assistance to Data Controller as Data Controller reasonably requests in relation to Data Controller's compliance with the obligations pursuant to Articles 32 to 36 of the GDPR. Data Controller shall cover all costs incurred by Data Processor in connection with its provision of such assistance.

10. Return or deletion of personal data after expiration or termination of Agreement

After the expiration or other termination of the Agreement or a SaaS Service subscription, Data Processor shall, at the choice of Data Controller, make available, in the manner and for the period specified in the Agreement, all Data Controller's personal data on the relevant SaaS Service, and shall, after such period, delete existing copies of all personal data unless Union or Member State law requires storage of the personal data. Unless otherwise agreed or required by applicable law, deletion of personal data shall be completed within 120 days following termination of the relevant SaaS Service Subscription.

11. **Rights of Data Controller to audit**

11.1 Data Processor shall make available to Data Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Data Controller or another auditor mandated by Data Controller. For the avoidance of doubt, the cost of any such audit or inspection shall be paid by Data Controller, except as noted in Section 11.2.

11.2 Audit of data security shall be undertaken by Data Processor and/or the data center provider engaging, at their own expense, a duly qualified third party to audit Data Processor's operations and data center on an annual basis, and making available to Data Controller, at all times, (a) a valid and current certificate of compliance with ISO 27001 (or a comparable industry standard) and (b) an SSAE 16 Report or comparable third party information security assessment report regarding the data center.

11.3 If and to the extent Data Controller requires an additional audit or inspection to meet its obligations under the GDPR that would involve on-site access to a data center where personal data of other customers of Data Processor may be stored, Data Controller agrees that such audit or inspection shall be conducted at Data Controller's expense by a mutually acceptable independent third party. Data Controller shall also reimburse Data Processor for any time expended for any such on-site audits or inspections at Data Processor's then-current professional services rates, which shall be made available to Data Controller upon request. Before the commencement of any such on-site audit or inspection, Data Controller and Data Processor shall mutually agree upon the scope, timing, and duration of the audit or inspection in addition to such reimbursement rate. Data Controller agrees to keep the contents and results of any such audits confidential, subject to any applicable legal obligations under the GDPR to disclose same to the relevant supervisory authorities.

12. **Data Protection Officer**

Data Processor and its affiliates have appointed a data protection officer or a primary contact for data privacy-related matters. The appointed person may be reached at dpo@exlibrisgroup.com or such other address as published by Data Processor from time to time and further information regarding such person can be found on Ex Libris' public website, currently at https://knowledge.exlibrisgroup.com.

13. **Notification in the event of a personal data breach**

Data Processor shall notify Data Controller without undue delay and, where feasible, not later than seventy-two (72) hours after becoming aware of a personal data breach.

14. **Conflicting Terms**

In the event of any conflict or inconsistency between the provisions of this Addendum and any prior terms or agreements between the parties with respect to the processing of personal data, including, without limitation, prior data processing agreement(s), the provisions of this Addendum shall prevail.

SCHEDULE 1 TO DATA PROCESSING ADDENDUM

Technical and Organisational Measures

Further to the general principles set out in Section 5 of the Addendum, the below reflects Data Processor's current technical and organisational measures. Data Processor may change these from time to time so long as Data Processor does not materially decrease the overall security of the SaaS Services during a Subscription term. Changes will be published in the security and product documentation available on Ex Libris' website, currently at https://knowledge.exlibrisgroup.com.

Data Processor is ISO 27001 certified and will maintain the certification (or, if reasonable, a comparable certification) during the term of the Agreement.

1. **Encryption of personal data**

   Measures, including encryption, are used to ensure that personal data cannot be read, copied, modified or deleted without authorisation during electronic transmission or transport, and that the target entities for any transfer of personal data by means of data transmission facilities can be established and verified.

2. **Ability to ensure the ongoing confidentiality and integrity of processing systems and services**

   2.1 Measures to prevent unauthorised persons from gaining physical access to data processing systems for processing or using personal data:

   a) Definition of persons who are granted physical access;

   b) Electronic access control;

   c) Issuance of access IDs;

   d) Implementation of policy for external individuals;

   e) Alarm device or security service outside service times;

   f) Division of premises into different security zones;

   g) Implementation of key(-card) handling policy;

   h) Security doors (electronic door opener, ID reader, CCTV);

   i) Implementation of measures for on-premises security (e.g. intruder alert/notification).

   2.2 Measures to prevent unauthorised persons from using data processing equipment:

   a) Definition of persons who may access data processing equipment;

   b) Implementation of policy for external individuals;

   c) Password protection of personal computers.

   2.3 Measures to ensure that persons entitled to use a data processing system gain access only to such personal data as they are entitled to access in accordance with their access rights:

   a) Implementation of access rights for respective personal data and functions;

   b) Requirement of identification vis-à-vis the data processing system (e.g. via ID and authentication);

   c) Implementation of policy on access- and user-roles;

   d) Evaluation of protocols in case of damaging incidents.

   2.4 Measures such as logging of data entry, to ensure that it is possible to check and ascertain whether personal data have been entered into, altered or removed from personal data processing systems and if so, by whom:

   2.5 Measures to ensure that personal data processed on behalf of others are processed in compliance with Data Controller's instructions, including training of Data Processor personnel and documentation of Data Controller support requests.

   2.6 Measures to ensure that data collected for different purposes can be processed separately such as the use of logical separation of data of each of Data Processor's clients.

3. **Ability to ensure the availability and resilience of processing systems and services**

Measures to ensure that personal data is protected against accidental destruction or loss:

a) Realisation of a regular backup schedule;

b) Control of condition of data carriers for data backup purposes;

c) Safe storage of data backups;

d) Implementation and regular control of emergency power systems and overvoltage protection systems.

4. **Ability to restore the availability to access personal data in a timely manner in the event of a physical or technical incident**

Measures to ensure that personal data can be restored in a timely manner in the event of accidental destruction or loss:

a) Implementation of an emergency plan;

b) Protocol on the initiation of crisis- and/or emergency management.

5. **Procedures for regular testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing**

a) Regular review of IT security related certifications (e.g. ISO 27001);

b) Monitoring of the Data Protection Officer, if designated, and IT review concerning the compliance with the determined processes and requirements for the configuration and operation of the systems.