

SaaS SUBSCRIPTION AGREEMENT

This SaaS Subscription Agreement ("**Agreement**") is made as of the ___ day of _____, 201_ (the "**Agreement Effective Date**"), 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 Národní knihovna České republiky (National Library of the Czech Republic), a state contributory organization established by the Ministry of Culture of the Czech Republic with ident. No. 00023221, tax ident. No. CZ00023221 and with offices at Klementinum 190, 110 00 Praha 1 (Prague 1 ("**Customer**").

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

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 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

XXX

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

XXX

8. CUSTOMER'S UNDERTAKINGS

XXX

9. CUSTOMER DATA

XXX

10. TERM AND TERMINATION

XXX

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 Germany, without giving effect to principles of conflicts of laws. All disputes arising out of this Agreement shall be subject to the sole and exclusive jurisdiction of the competent courts located in Hamburg, 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 may be translated into other languages besides English. Translated versions of this Agreement, however, are for convenience only. Thus, no translation of this Agreement into any language other than English shall be considered in the interpretation thereof and in the event that any translation of this Agreement is in conflict with, or adds to, the English language version, the English version shall govern.

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

Národní knihovna České republiky

Ex Libris (Deutschland) GmbH

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Data Protection Officer/Contact for data protection enquiries	
CUSTOMER	Ex Libris
Name/Role: ---	Ellen Amsel, DPO
Email: ---	dpo@exlibrisgroup.com

LIST OF ANNEXES

ANNEX A	Ex Libris Current Software and SaaS Service(s)
ANNEX B	Initial Quotation and Additional Quotations
ANNEX C	Payment Terms
ANNEX D	SaaS Service Level Agreement
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ANNEX F	SaaS Service-Specific Provisions
ANNEX G	Definitions
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ANNEX A**Ex Libris Current Software and SaaS Service(s)****Current Software (to be replaced by the SaaS Service(s) below):**

SFX and SFX KnowledgeBase

SaaS Service(s):

SFX SaaS

ANNEX B**The Initial Quotation and Additional Quotations****SFX SaaS**1. Fees

(a) Annual Fees

(i) The initial annual SFX Subscription Fee: € 19,400,00

(b) Initial Fees

(i) Standard One-time Implementation Fee: € 990,00

2. Access and Use Restrictions:

Usage of the SaaS Service is limited to:

- (a) The following campuses only: Národní knihovna České republiky 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.

ANNEX C

Payment Terms

SFX SaaS

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

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ANNEX E**Implementation Services****SFX SaaS Implementation Services**

- Configure and set up SFX to include:
 - Activation of Customer-licensed electronic journals in the SFX KnowledgeBase
 - Customer is responsible for providing a single comprehensive title list of electronic subscriptions
 - Activation of Customer-requested free electronic journals in the SFX KnowledgeBase
 - SFX Menu with appropriate services
 - A-Z list of electronic journals and electronic books
 - Integration with Primo and MetaLib if applicable
 - Basic branding
 - Integration with an existing proxy server
 - Integration with a supported ILL service
- Deliver web-based training

ANNEX F

SaaS Service-Specific Provisions

Not applicable.

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 **Chyba! Nenalezen zdroj odkazů.**, 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 **Chyba! Nenalezen zdroj odkazů.** (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 **Chyba! Nenalezen zdroj odkazů.**, 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 **Chyba! Nenalezen zdroj odkazů.**

“**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 **Chyba! Nenalezen zdroj odkazů.**, 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
 - First and last names
 - Postal addresses
 - Email addresses
 - Telephone numbers and other contact information
 - Institutional identification numbers
 - Library/catalogue related user and patron information, including
 - 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.