

# „Smlouva o dodání licence a provozu vyhledávací služby EBSCO Discovery Service“

mezi

Název: Univerzita Hradec Králové  
Sídlo: Rokitsanského 62, Hradec Králové III, 500 03  
Zastoupený: prof. Ing. Kamil Kuča, Ph.D., rektor UHK

Kontaktní osoba: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX,  
XXXXXXXXXXXXXX

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DIČ: CZ 62690094  
Bankovní spojení: 2733582/0800

- jako Objednatel -

a

Název: EBSCO Information Services s.r.o.  
Sídlo: Klimentská 1746/52, 110 00 Praha 1  
Zastoupená: XXXXXXXXXXXXXXXX

Kontaktní osoba: XXXXXXXXXXXXXXXX  
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Zapsána: v obchodním rejstříku vedeném městským  
soudem v Praze, oddíl C, vložka 24504

Bankovní spojení: Deutsche Bank AG Praha,  
číslo účtu: 3119300004/7910,  
IBAN: CZ1579100000003119300004

- jako Poskytovatel -

Obě smluvní strany spolu níže uvedeného dne měsíce a roku uzavírají tuto smlouvu o dodání licence a provozu vyhledávací služby EBSCO Discovery Service (dále jen smlouva).

## Čl. 1 Předmět smlouvy

- 1) Předmětem této smlouvy je závazek Poskytovatele k instalaci a zajištění přístupu do vyhledávače EBSCO Discovery Service (EDS) (dále jen „Produkt“) v rámci licence pro období 1.5.2020 do 30.04.2025 a závazek Objednatele uhradit za to Poskytovateli cenu dle čl. 3 této smlouvy, to vše v souladu s ustanoveními této smlouvy.
- 2) Instalace EBSCO Discovery Service zahrnuje:
  - EDS Index – centrální index metadat
  - Publication Finder – AtoZ lokátor publikací
  - Full Text Finder – linkovací stroj

## Čl. 2 Forma přístupu, smluvní lhůty a technická podpora

- 1) Poskytovatel se zavazuje dodat Produkt formou licence online přístupu k serveru Poskytovatele.
- 2) Tento přístup bude umožněn na základě IP adres, které Poskytovateli poskytne Objednatel. Poskytovatel garantuje vzdálený přístup k Produktu i zpřístupnění verze pro neautentizované uživatele.
- 3) Poskytovatel se zavazuje poskytovat Objednateli obecnou technickou a uživatelskou podporu na základě vzájemné domluvy a/nebo v případě technických problémů hlášených Objednatelem. Obecná technická podpora zahrnuje řešení a odstraňování technických závad či úpravy základní konfigurace systému.

## Čl. 3 Cena, fakturování a platební podmínky

- 1) Celková cena plnění dle této smlouvy je stanovena v amerických dolarech (USD) a činí 26,990.39 USD bez DPH. Tato cena je součtem cen za jednotlivá roční předplatná období, uvedených níže:

I. předplatné období	– od 1.5.2020 do 30.04.2021:	5.033,20 USD bez DPH
II. předplatné období	– od 1.5.2021 do 30.04.2022:	5.209,37 USD bez DPH
III. předplatné období	– od 1.5.2022 do 30.04.2023:	5.391,70 USD bez DPH
IV. předplatné období	– od 1.5.2023 do 30.04.2024:	5.580,40 USD bez DPH
V. předplatné období	– od 1.5.2024 do 30.04.2025:	5.775,72 USD bez DPH
- 2) Ceny za jednotlivá předplatná období uhradí Objednatel na základě daňových dokladů (faktur), které je Poskytovatel je oprávněn vystavit následovně:
  - a) za I. předplatné období do 30 dní od vstoupení smlouvy v účinnost
  - b) za II. předplatné období během měsíce dubna 2021;
  - c) za III. předplatné období během měsíce dubna 2022;
  - d) za IV. předplatné období během měsíce dubna 2023;
  - e) za V. předplatné období během měsíce dubna 2024;

- 3) Splatnost faktury se stanovuje na 30 dní ode dne jejího doručení do sídla Objednatele. Faktura bude vystavena v českých korunách, kdy přepočítání proběhne na základě směnného kurzu banky Poskytovatele. Při fakturaci bude aplikována DPH v aktuální zákonem stanovené sazbě.
- 4) Objednatel má právo vrátit fakturu k doplnění v případě, že tato nespĺňuje požadavky platných právních předpisů; v tom případě se počítá splatnost faktury až ode dne opětovného doručení náležitě doplněné či opravené faktury Objednateli.
- 5) Pro případ prodlení Objednatele s plněním finančních závazků vyplývajících z této Smlouvy se sjednává úrok z prodlení ve výši 0,05 % denně z dlužné částky za každý den prodlení až do jejího úplného zaplacení.

#### Čl. 4 Další ujednání

- 1) Práva a povinnosti smluvních stran se řídí také ustanoveními ve smyslu Licenční smlouvy, uzavřené mezi Objednatelem a Poskytovatelem, která tvoří Přílohu č. 1 a je nedílnou součástí této Smlouvy.
- 2) Výpadky, chyby, žádosti o změnu nastavení Produktu či jiné žádosti a dotazy související s provozem Produktu je Objednatel povinen nahlásit bez zbytečného odkladu delegovaným kontaktním osobám Poskytovatele, zodpovědným za provoz Produktu:

XXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXX  
  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
tel: XXXXXXXXXXXXXXXXXXXX  
fax.: XXXXXXXXXXXXXXXXXXXX  
mob.:XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXX  
  
e-mail: XXXXXXXXXXXXXXXX  
tel: XXXXXXXXXXXXXXXX

Pro dotazy, připomínky a návrhy může Objednatel během celkového provozu Produktu v pracovní dny kontaktovat Poskytovatele také přes službu HelpDesk. Poskytovatel garantuje odpověď do 24 hodin.

Kontaktní údaje služby HelpDesk:

[EPPrague@ebSCO.com](mailto:EPPrague@ebSCO.com)  
Tel.: + 420 234 700 600  
Fax: + 420 234 700 610

- 3) V případě havarijního výpadku systému či obdobně závažných situací může Objednatel kdykoliv (24/7) kontaktovat Poskytovatele na lince HotLine, která garantuje okamžitou reakci.

Kontaktní údaje linky HotLine: Tel.: +420 734 859 885

#### Čl. 5 Závěrečná ustanovení

- 1) Smluvní strany mohou od smlouvy odstoupit v případě podstatného porušení smluvních závazků druhou stranou, a to doručením písemného odstoupení od smlouvy, v němž bude sdělena skutečnost, v níž je spatřováno podstatné porušení smlouvy. Za podstatné porušení této Smlouvy se považují: prodlení Objednatele se zaplacením ceny dle čl. 3 přesahující 30 dnů, prodlení Poskytovatele se zpřístupněním produktů Objednateli ve sjednané lhůtě nebo úpadek Poskytovatele dle platného zákona o insolvenčním řízení. Dále lze smlouvu ukončit vzájemnou dohodou smluvních stran.
- 2) Objednatel má nárok od smlouvy odstoupit k 30.4.2023, a to pokud toto odstoupení od smlouvy oznámí Poskytovateli písemně nejpozději 100 dnů před ukončením III. předplatného období. Odstoupení od smlouvy dle tohoto odstavce nebude předmětem žádné smluvní pokuty.
- 3) Platnost smlouvy může být ukončena, popř. smlouva zrušena také v důsledku dalších právních skutečností, s nimiž zánik tohoto vztahu spojuje česká právní úprava nebo písemná dohoda smluvních stran, vč. této smlouvy a dodatků k ní, a to v případech tam uvedených.
- 4) Tuto Smlouvu lze měnit nebo doplňovat pouze písemnou dohodou smluvních stran, popř. formou písemných vzestupně číslovaných dodatků, podepsaných oprávněnými zástupci obou smluvních stran. Právní jednání smluvních stran nebo strany, které tuto smlouvu ruší nebo ukončuje její platnost, nebo na základě něhož má tento následek nastat, vyžaduje rovněž písemnou formu.
- 5) Smlouva je vyhotovena ve dvou vyhotoveních, která mají platnost originálu. Každý z účastníků smlouvy obdrží jedno vyhotovení.
- 6) Nedílnou součástí smlouvy jsou následující přílohy:
  - a) Příloha č. 1 – Licenční smlouva – anglický originál
- 7) Vztahy mezi smluvními stranami se řídí českým právním řádem. Ve věcech touto smlouvou výslovně neupravených se právní vztahy z ní vyplývající řídí příslušnými ustanoveními zákona č. 89/2012 Sb., občanský zákoník a ostatními obecně závaznými právními předpisy České republiky. Licenční podmínky (příloha č.1 smlouvy) se řídí právním řádem a právními předpisy uvedenými v Licenčních podmínkách.
- 8) Smlouva vstupuje v platnost dnem jejího podpisu druhou ze smluvních stran a v účinnost dle ustanovení odst. 9 tohoto článku. Smlouva se uzavírá na dobu určitou do 30.4.2025.
- 9) Smluvní strany berou na vědomí, že podmínkou nabytí účinnosti této smlouvy je její uveřejnění v registru smluv podle zák.č. 340/2015 Sb., registru smluv, ve znění pozdějších

předpisů, a s tímto uveřejněním souhlasí. Zveřejnění Smlouvy v registru smluv dle tohoto odstavce zajistí bez zbytečného odkladu po podpisu smlouvy Objednatel.

V Hradci Králové dne 20. 3. 2020

V Praze dne 18. 3. 2020

Univerzita Hradec Králové

EBSCO Information Services s.r.o.

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prof. Ing. Kamil Kuča, Ph.D.  
rektor UHK  
(za Objednavatele)

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(za Poskytovatele)

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This Data Processing Addendum (the "**Addendum**") is made effective on May 25, 2018 (the "**Addendum Effective Date**") by and between EBSCO Publishing, Inc. ("**Service Provider**") and Data Controller ("**Customer**"). This Addendum is being entered into in connection with and subject to the terms and conditions contained in the License Agreement between Service Provider and Customer (the "**Agreement**"). All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

### 1. Definitions

- a. "**Data Protection Legislation**" means the General Data Protection Regulation 2016/679 (GDPR) and any legislation and/or regulation implementing or made pursuant to the GDPR, or which amends, replaces, re-enacts or consolidates the GDPR.
- b. "**data processor**", "**data controller**", "**data subject**", "**personal data**", "**processing**" and "**appropriate technical and organisational measures**" shall be interpreted in accordance with applicable Data Protection Legislation; and
- c. "**Services**" shall have the meaning set forth in the Agreement (as applicable).

### 2. Data Protection

- a. The provisions of this Section 1 shall apply to the personal data the Service Provider processes in the course of providing Customer the Services. Service Provider is the data processor in relation to the personal data that it processes in the course of providing Services to Customer. Customer is the data controller in relation to the personal data that it processed by data processor on its behalf in the course of providing Services to Customer.
- b. The subject matter of the data processing is providing the Services and the processing will be carried out until Service Provider ceases to provide any Services to Customer. Annex 1 of this Addendum sets out the nature and purpose of the processing, the types of personal data Service Provider processes and the data subjects whose personal data is processed.

- c. When the Service Provider processes personal data in the course of providing Services to you, Service Provider will:
- i. process the personal data only in accordance with documented instructions from Customer (as set forth in this Addendum or the Agreement or as directed by Customer). If applicable law requires us to process the personal data for any other purpose, Service Provider will inform Customer of this requirement first, unless such law(s) prohibit this;
  - ii. notify Customer promptly if, in Service Provider's opinion, an instruction for the processing of personal data given by Customer infringes applicable Data Protection Legislation;
  - iii. assist Customer, taking into account the nature of the processing:
    1. by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights;
    2. in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the General Data Protection Regulation, taking into account the information available to Service Provider; and
    3. by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the General Data Protection Regulation have been met.
  - iv. implement and maintain appropriate technical and organizational measures to protect the personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of personal data and appropriate to the nature of the personal data which is to be protected;
  - v. not give access to or transfer any personal data to any third party for such third party's independent use (e.g., not directly related to providing the Services) without Customer's prior written consent. If Service Provider provides personal data to third party subprocessors involved in providing the Service, Service Provider will include in our agreement with any such third party subprocessor terms which are at least as favorable to you as those contained herein and as are required by applicable Data Protection Legislation;
  - vi. ensure that Service Provider personnel required to access the personal data are subject to a binding duty of confidentiality with regard to such personal data;
  - vii. except as set forth in Section C.5 above or in accordance with documented instructions from Customer (as set forth in this Addendum or the Agreement or as directed by Customer), ensure that none of Service Provider personnel publish, disclose or divulge any personal data to any third party;
  - viii. upon expiration or earlier termination of the Agreement, upon Customer's written request, securely destroy or return to you such personal data, and destroy existing copies unless applicable laws require storage of such personal data; and
  - ix. at Service Provider's option, allow Customer and Customer's authorized representatives to either (i) access and review up-to-date attestations, reports or extracts thereof from independent bodies (e.g. external auditors, internal audit, data protection auditors) or suitable certifications to ensure compliance with the terms of this Addendum; or (ii) conduct audits or inspections, upon the parties mutual agreement, during the term of the Agreement to ensure compliance with the terms of this Addendum in accordance with this Section C.9. Notwithstanding the foregoing, any audit must be conducted during

Service Provider's regular business hours, with reasonable advance notice to Service Provider and subject to reasonable confidentiality procedures. In addition, audits shall be limited to once per year, unless (a) Service Provider has experienced a Security Breach, as defined herein, within the prior twelve (12) months; or (b) an audit reveals a material noncompliance.

- d. If Service Provider becomes aware of and confirms any accidental, unauthorized or unlawful destruction, loss, alteration, or disclosure of, or access to Customer's personal data that it processes in the course of providing the Services (a "**Security Breach**"), Service Provider will notify Customer within forty-eight hours.
- e. All personal data processing is also covered by Service Provider's Privacy Shield certification. Service Provider agrees to (i) maintain Service Provider's Privacy Shield certification throughout the term of the Agreement, provided Privacy Shield certification remains a valid basis under the Data Protection Legislation for establishing adequate protections in respect of a transfer of personal data outside of the European Economic Area or (ii) execute Standard Contractual Clauses in respect of the processing of such personal data. Service Provider will promptly notify Customer if Service Provider ceases to maintain, or anticipates the revocation or withdrawal, or are otherwise challenged by any regulatory authority as to the status of Service Provider's Privacy Shield certification, or if Service Provider makes a determination that it can no longer meet our obligations under Privacy Shield.
- f. Prior to Service Provider processing personal data to Customer and Customer's users, Customer agrees to obtain a legal basis, which may include consent, for the processing of personal data in connection with the provisioning and use of Services. This Section (f) shall be in accordance with Article 6 of the GDPR or other applicable Data Protection Legislation.

### 3. MISCELLANEOUS

In the event of any conflict or inconsistency between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall prevail. For avoidance of doubt and to the extent allowed by applicable law, any and all liability under this Addendum will be governed by the relevant provisions of the Agreement, including limitations of liability. Save as specifically modified and amended in this Addendum, all of the terms, provisions and requirements contained in the Agreement shall remain in full force and effect and govern this Addendum. Except as otherwise expressly provided herein, no supplement, modification, or amendment of this Addendum will be binding, unless executed in writing by a duly authorized representative of each party to this Addendum. If any provision of the Addendum is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Addendum shall remain operative and binding on the parties.

#### **ANNEX 1: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA**

This Annex 1 includes certain details of the Processing of Company Personal Data as required by Article 28(3) GDPR.

##### Subject matter and duration of the Processing of Company Personal Data

Subject to Agreement, Service Provider will provide the Services for the duration of the Agreement, unless otherwise agreed upon in writing.

##### The nature and purpose of the Processing of Company Personal Data

Service Provider will process all personal data governed by this Addendum as necessary to perform the Services pursuant to the Agreement, and as may be further instructed by Customer in its use of the Services.

##### The types of Company Personal Data to be Processed

Where applicable, as users are voluntarily permitted, but not required, may create a personalized account. Those accounts may collect the following limited personal data:

1. Name;
2. Email Address;
3. Password (in some cases); and
4. Security questions with answers.

The categories of Data Subjects to whom the Company Personal Data relates

Data subjects include Customer's current end-users.

## **ANNEX 2: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA**

Description of the technical and organizational security measures implemented by the Service Provider in accordance with the Addendum:

**See attached Security White Paper.**

### **White Paper: Information Security Practices**

#### **Introduction**

Information Security (IS) is a priority at EBSCO Information Services (EBSCO). Our mission is to incorporate security and risk management practices into our policies, procedures, and day-to-day operations within the organization. This approach enables appropriate diligence to ensure adequate protection of information assets and systems.

EBSCO's IS practices and strategies provide controls at multiple levels of the data lifecycle, from receipt to access, transfer, and destruction.

EBSCO is an international corporation producing products and services for customers across multiple markets. Our approach and tools will accommodate variances in requirements based on market or locale. We are committed to the confidentiality, integrity and availability of our information assets.

#### **Information Security Policies & Management**

EBSCO's Information Security Policy stands as the core of our IS program. Policies address security-related topics across the information asset lifecycle: from general policy roles – outsourcing security controls, change management, data classification, data retention and disposal, paper and electronic media, and system configuration requirements – to more specialized policies addressing anti-virus, encryption, backup, logging, and physical security controls. Our policies are developed in conjunction with the EBSCO Chief Information Officer (CIO) as well as the Legal, EBSCO Information Security and Business Continuity Management teams. The EBSCO IS office is responsible for maintaining all of EBSCO's information security policies, facilitating the development of processes for secure application development and security assessments, and auditing current practices to ensure compliance with policy.

#### **EBSCO's Information Security team**

The EBSCO IS team holds specific certifications (ISC2, SANS/GIAC) specializing in Information Systems, Intrusion Analysis / Prevention, Incident Handling, Computer Forensics, in addition to having years of experience working with industry security best practices.

Is responsible for developing a strategy and approach to achieve objectives consistent with EBSCO's desired information security posture. EIS InfoSec is also responsible for developing, facilitating and/or overseeing the information policies, standards, guidelines, strategies and procedures; for conducting risk assessments; for managing incidents, and for providing internal / external reporting.

Lastly, IS constantly evaluates the effectiveness of ongoing security operational processes and monitors compliance for internal and external requirements. As such, a core component of our approach to protecting our information assets is continuous training and awareness of information security policies and procedures across all levels of personnel at EBSCO. As examples, EBSCO continues to mature its practices in the following areas:

- On-boarding education of EBSCO's information security policies and practices
- IS training and awareness based on roles and responsibilities, on handling and securing information assets
- Targeted information security discussion and presentations on security-related topics
- IS team access and membership to information security communities and organizations such as SANS, IAPP, BCI, DRI, etc.
- IS communications to EBSCO's employee population regarding latest threats, practices, guidelines, etc.

### **Information Asset Protection**

EBSCO security policies provide a series of threat prevention and infrastructure management procedures, including the following:

#### **Incident Management**

EBSCO has an incident management approach that ensures security issues are handled accordingly. This involves ensuring incident response procedures are followed in order to contain or eradicate any threats or issues, taking due diligence in investigating and reporting the incident, taking appropriate steps to recover from the incident, and, if necessary, taking appropriate steps to escalate issues to senior management, law enforcement, or other key stakeholders. Events that directly impact customers are highest priority.

Post-event assessments are conducted to determine the root cause for events, regardless of threat, to understand if the causes are one-time, or trends, to adjust response or prevent recurrence.

Incident management procedures are exercised based on threat scenarios (e.g., insider threats, phishing, social engineering, software vulnerabilities) as needed to ensure that processes are efficient and stakeholders understand protocol.

#### **Monitoring**

EBSCO employs monitoring across its environments with multiple tools (a combination of open source and commercial tools) to identify, track, monitor, and report on pertinent risks, vulnerabilities (e.g., host availability, application response time, security events, etc.) Monitoring tools are set up to provide alarms and notices to EBSCO staff, who review and assess system logs to identify malicious activity. Ongoing analysis across environments helps identify potential threats for escalation to EBSCO IS staff.

#### **Vulnerability Management**

The EBSCO IS team scans for security threats using commercial, automated and manual methods. The team is also responsible for tracking and following up on any potential vulnerabilities that might be detected. The team has the capability to scan environments (both internal and external) and is updated on new systems within our environment.

Once EBSCO's Technology and IS teams have identified a vulnerability, it is prioritized according to severity and impact and remediated accordingly. The EBSCO IS team tracks risk and vulnerabilities until remediation.

#### **Malware Prevention, Detection & Remediation**

EBSCO uses multiple tools to address malware and phishing risks (e.g., firewalls, anti-virus, backups, automated and manual scanning, end-user awareness). EBSCO's IS team periodically evaluates new technologies to mitigate malware and Advance Persistent Threats (APTs) to stay as protected as possible from these risks.

### **Network Security**

EBSCO employs multiple layers of defense to secure information under our control, including protecting the network perimeter from external attacks – allowing only authorized services and protocols to access EBSCO's systems and services.

EBSCO's network security strategies, among other capabilities, include network segregation (e.g., production vs. testing, DMZ, service delivery vs. corporate).

### **Application Security**

EBSCO employs Next Generation and Application Firewall technologies to mitigate the latest threat and attack vectors such as:

- Zero Day exploits
- Web application attacks (OWASP Top10)
- "Brute Force" and "Low and Slow" attacks
- Content scraping/harvesting
- Phishing/Spear Phishing
- Botnet/SpamBot activity
- Known malicious sources/actors

EBSCO leverages these technologies coupled with commercial threat intelligence feeds to create a comprehensive solution to detect and mitigate targeted application attacks before they have a chance for success.

### **Logical System Access**

EBSCO has controls and practices to protect the security of customer information and employees. EBSCO maintains detailed logical access control security. Group access is used to grant employees access based upon their assigned function and job responsibility.

Each system user is assigned a unique user ID and password, and users are required to enter their current password prior to creating a new password.

### **Media Disposal**

EBSCO utilizes a combination of internal processes and third-party vendors for media disposal. Destruction is based on the information asset classification and retention requirements. Certificates of destruction are collected, as required, from external third parties.

### **Logging Controls**

EBSCO's policies provide that all event logs must be collected and protected from unauthorized access. The viewing of logs occurs only as required. The logs are further protected by a file integrity monitoring system that alerts the IS department of unauthorized access and modification.

### **Personnel Controls**

EBSCO employees are required to conduct themselves in a manner consistent with the company's guidelines regarding confidentiality, business ethics, appropriate usage, and professional standards.

EBSCO will verify an individual's education and previous employment, and perform internal and external reference checks. Where local laws or statutory regulations permit, EBSCO may also conduct criminal, credit, immigration, and security checks. The extent of background checks is dependent on the desired position.

Upon acceptance of employment at EBSCO, all employees are required to execute a confidentiality agreement that documents the receipt of, and compliance with, EBSCO policies.

At EBSCO, all employees are responsible for information security. As part of this responsibility, they are tasked with communicating security and privacy issues to designated management in Technology, IS, and/or the CIO.

### **Physical and Environmental Security**

EBSCO has policies, procedures, and infrastructure to handle both the physical security of its data centers as well as the environment in which the data centers operate. These include:

#### **Physical Security Controls**

EBSCO's data centers employ a variety of physical security measures. The technology and security mechanisms used in these facilities may vary depending on local conditions such as building location and regional risks. The standard physical security controls implemented at EBSCO data centers includes the following:

- electronic card access control systems
- intrusion detectors and alarms
- computer inventory control
- interior and exterior cameras
- 24/7 security guard access

Access to areas where systems, or system components, are installed or stored is segregated from general office and public areas such as lobbies. The cameras and alarms for each of these areas are centrally monitored. Activity records and camera footage are kept for later review, as needed.

Access to all data center facilities is restricted to authorized EBSCO employees, approved visitors, and approved third parties whose job it is to operate the data center. EBSCO maintains a visitor access policy and procedures on approvals for visitors, third parties, and employees who do not normally have access to data center facilities. EBSCO audits who has access to its data centers on a regular basis.

EBSCO restricts access to its data centers based on role.

### **Environmental Controls**

**Power and Utilities** – EBSCO data centers have redundant electrical power which includes backup generators as well as multiple utility providers, services, and systems. Alternate power supplies provide power until diesel engine backup generators engage and are capable of providing emergency electrical power, at full capacity, as needed, and the redundancy of our multiple oil providers, geographically diverse, allows for continuous operation, if needed.

**Climate Control** – EBSCO maintains redundant cooling systems to control our data center environments.

**Fire detection, protection and suppression** – EBSCO fire protection systems include fire alarms, automatic fire detection, and fire suppression systems. Should a fire arise in our data centers, visible and audible alerts are activated and proper response is initiated, which include automated response as well as the use of physical fire extinguishers located throughout our data centers.