

SaaS SUBSCRIPTION AGREEMENT

This SaaS Subscription Agreement ("**Agreement**") is made as of the 01 day of January, 2024 (the "**Agreement Effective Date**"), by and between Ex Libris (Deutschland) GmbH, a company organized under the laws of Germany having its main office at Ottenser Hauptstrasse 2-6 c/o REGUS Business Centre 22765 Hamburg ("**Ex Libris**"), and Instituto Politécnico de Leiria, an institution/company organized under the laws of Portugal and having its main office at Rua General Norton de Matos, in Leiria, Portugal ("**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 by the addition of additional services as set forth below (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, to the extent Customer is a user of Current Software pursuant to one or more software license or subscription agreement(s) between Customer, on the one hand, and Ex Libris and/or an Affiliate thereof, on the other hand ("**Current Agreement(s)**"), as set forth in Annex A, Customer wishes to replace the Current Software with a subscription to the SaaS Service(s) hereunder;

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, Ex Libris may subsequently issue quotations under this Agreement for additional Ex Libris Services, or to expand the scope of an Ex Libris Service to which Customer has already subscribed, setting forth prices and any terms applicable thereto (the "Additional Quotations"), which upon signature by both parties, shall be incorporated in and made a part hereof (the Initial Quotation and Additional Quotations, if any, will be collectively referred to as the "Quotations");

NOW, THEREFORE, the parties hereby agree as follows:

1. SUBSCRIPTION TO SaaS SERVICES

1.1. In consideration of the payment of the annual 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, 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 Quotations), 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, Licensor Data that may be accessed via the SaaS Service.

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 any Ex Libris Service, related Documentation and all reproductions, derivatives, corrections, modifications, enhancements and improvements thereof, including anonymized statistical data derived from the usage of the Ex Libris 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 Ex Libris 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 payment of the Implementation Fees as set forth in the Quotation, Ex Libris shall provide 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 Customer are essential ingredients to the success of the Implementation Services. 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 Services.

3.3. If Customer uses non-Ex Libris programs or services ("**Third Party Programs**") that interoperate with the Ex Libris Service, Customer acknowledges that such Third Party Programs may access Customer Data on and exchange data with the Ex Libris Service as part of 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 data access or exchange by Third Party Programs.

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; CURRENT SOFTWARE

4.1. The total annual Subscription Fee for the use of the Ex Libris Service, as well as the fee for other 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, except as otherwise expressly set forth herein, is non-refundable.

4.2. 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.

4.3. If and to the extent Customer is a user of Current Software (as indicated on Annex A) to be replaced by one or more SaaS Services, the following provisions shall apply:

4.3.1. Upon the Subscription Effective Date of a SaaS Service, the prorated portion of the annual maintenance fees or subscription fees, as the case may be, paid by Customer for the remaining part of the then-current annual term of the Current Software to be replaced by the SaaS Service, if any, shall be applied to the annual Subscription Fee for that SaaS Service.

4.3.2. During the 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 relating to the Current Software 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 (c) all license, access and other rights granted to Customer with respect to the Current Software will automatically terminate. With respect to any SaaS Service for which the Subscription is continuing from a Current Agreement, this Agreement shall supersede and replace the Current Agreement as of the Agreement Effective Date and shall exclusively govern the continued use of such SaaS Service.

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 Ex Libris 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 Ex Libris 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 Ex Libris 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 Ex Libris 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 Ex Libris Service to make it non-infringing, while maintaining equivalent functionality; (b) procure for Customer the right to continue using the Ex Libris 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) violation of copyright, privacy, database rights or trademark protection of any Licensor Data and other third-party data stored with, or accessible through, the Ex Libris Service (including data made available by or on behalf of customers); (ii) access to, or the content or accuracy of, any such data; and (iii) adverse effects, if any, due to any modification or adaptation made by Customer in the Ex Libris 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, 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 exceed an amount equal to the total amount of Subscription Fees actually paid by Customer for the relevant Ex Libris 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 EX LIBRIS SERVICE, ANY OTHER SERVICES AND ANY DATA ACCESSED THROUGH SUCH SERVICES, 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 ANY SUCH SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

8. CUSTOMER'S UNDERTAKINGS

8.1. Customer agrees not to (i) make any Ex Libris Service or 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 such Ex Libris 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 an Ex Libris Service, 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 any Ex Libris Service or any components thereof except as expressly authorized by law; (iv) violate or abuse the password protections governing access to and use of the Ex Libris 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 Ex Libris Service, the Licensor Data and/or the Documentation; (vi) use any robot, spider, scraper, or other automated means to access the Ex Libris Service or the Licensor Data for any purpose without Ex Libris' written consent; (vii) use or display logos differing from Ex Libris' own without Ex Libris' prior approval, which shall not be unreasonably withheld; (viii) store information or materials in an Ex Libris Service that violates a third party's rights or breaches applicable law; and/or (ix) use an Ex Libris 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 Ex Libris Service, any non-public Documentation and related materials confidential, and may disclose the Ex Libris Service and related materials to its employees, agents and users to the extent that such disclosure is necessary to Customer's use of the Ex Libris 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 an Ex Libris 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 an Ex Libris 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 provided to the Ex Libris 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 Ex Libris 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 provided by or on behalf of Customer for storing and/or processing in the Ex Libris 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 Ex Libris Services may involve processing of personal information about Customer's permitted users, such as its staff and patrons, and other third parties ("**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 Ex Libris Services. Ex Libris shall not use the Personal Information for any purpose other than the provision of the Ex Libris Services under this Agreement.

9.4. Customer agrees that it will not upload to or store on the Ex Libris 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 Ex Libris Services and Customer shall comply with all laws and regulations (including without limitation privacy laws and regulations) applicable to its use of the Ex Libris Services, including without limitation, the collection, use, transfer, and access by its users, of Personal Information in connection with the Ex Libris Services. Ex Libris may utilize its Affiliates in the performance of its obligations under this Agreement and shall be responsible for compliance by such Affiliates with the terms of this Agreement.

9.6. Ex Libris will comply with the requirements of the "processor" under the 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, including as implemented or adopted under the laws of the United Kingdom ("**GDPR**") with respect to processing, on the SaaS Services, of Personal Information of individuals covered by the GDPR and as set forth in the GDPR Data Processing Addendum for Ex Libris SaaS published on Ex Libris' website (currently at: https://knowledge.exlibrisgroup.com/Cross_Product/Security/GDPR/03GDPR_Data_Processing_Addendum/Hosted_and_SaaS_Solutions_DPA) (the "**DPA**") which DPA is incorporated herein by reference. 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 the DPA.

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 Ex Libris Service shall be effective upon the Subscription Effective Date set forth on Annex C for such Ex Libris Service. The initial term of a Subscription shall expire at the end of three (3) 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 Ex Libris 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

A party shall not be responsible for any failures of its obligations under this Agreement (other than obligations of such party to pay amounts owed) to the extent that such failure is due to causes beyond such party's 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, national strikes and 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 list Customer as a user of the Ex Libris Services, but may not otherwise use Customer's name on its website or in its promotional materials without the prior consent of Customer.

13. GENERAL

13.1. This Agreement is to be governed by and interpreted in accordance with the laws of Portugal, 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 Leiria, Portugal, 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 an Ex Libris 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 that relates to this Agreement and is 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. In the case of an inconsistency or contradiction between this Agreement and any purchase order, this Agreement shall prevail.

13.13. Manual, scanned, electronic or 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:

Instituto Politécnico de Leiria
By: Politécnico de Leiria
Name: Carlos Manuel da Silva Rabadão
Title: Presidente do Instituto Politécnico de Leiria
Month: 01 Day: 01 Year: 2024

Ex Libris (Deutschland) GmbH
By: Ex Libris
Name: Kevin Quennet
Title: Director
Month: 01 Day: 01 Year: 2024

FOR THE PURPOSES OF ARTICLE 290-A OF THE CCP, THE CONTRACT MANAGER DESIGNATED FOR THIS CONTRACT IS LILIANA GONÇALVES (LILIANA.GONCALVES@IPLEIRIA.PT).

Data Protection Officer/Contact for data protection enquiries	
CUSTOMER	Ex Libris
Email: dpo@ipleiria.pt	Daniel Friedman, DPO dpo@exlibrisgroup.com

LIST OF ANNEXES

ANNEX A	Ex Libris Current Software and SaaS Service(s)
ANNEX B	Initial Quotation and Additional Quotations, if any
ANNEX C	Payment Terms
ANNEX D	SaaS Service Level Agreement
ANNEX E	Implementation Services
ANNEX F	Service-Specific Provisions
ANNEX G	Definitions

ANNEX A

Ex Libris Current Software and SaaS Service(s)

Current Software (to be replaced by the SaaS Service(s) below):

Current Software	Current Agreement(s)
Aleph	Software License, Services and Maintenance Agreement dated 16 December 2021, as amended to date

SaaS Service(s):

Alma
Alma Standard Sandbox
Primo VE
Primo Standard Sandbox

ANNEX B

Initial Quotation and Additional Quotations, if any ALMA & PRIMO

1. Fees

(a) Annual Fees

(i) The initial annual Alma/Primo Subscription Fee:

- Year 1 – €33.240
- Year 2 – €34.237
- Year 3 – €35.264

(ii) Ex Libris Alma Sandbox

Standard Alma Sandbox: included as part of the Alma subscription

Includes standard Ex Libris data and standard Ex Libris configuration

(iii) Primo Sandbox

Standard Sandbox: included as part of the Primo subscription

Includes standard Ex Libris data and standard Ex Libris configuration

(b) Initial Fees

(i) Standard Implementation Fee: €29.428

(ii) Monthly Provisioning Fee: € doesn't apply

For the sake of clarity, and as outlined in this Annex B, the total price for the Alma and Primo Standard Implementation Fee and the initial annual Alma and Primo Subscription Fee for the first year of the Alma and Primo Subscription under this Agreement is € 62,668,00 (sixty-two thousand, six hundred and sixty-eight euros):

- € 33,240.00 (thirty-three thousand, two hundred and forty euros), plus VAT (initial annual Alma and Primo Subscription Fee for the subscription parameters set forth in section 2 of this Annex B);
- € 29,428.00 (twenty-nine thousand, four hundred and twenty-eight euros), plus VAT (Alma and Primo Standard Implementation Fee for migration from Aleph, as further described in Annex E)

2. Access and Use Restrictions:

Usage of the SaaS Service is limited to:

- (a) The following campuses only: Instituto Politecnico de Leiria, Rua General Norton de Matos, in Leiria, Portugal, 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) Alma subscription for up to: (i) [30] Named Users for Ex Libris Alma, and thirty (30) users for Alma Sandbox; (ii) [200.000] Bibliographic Titles (including e-books and local authority records); (iii) [1.000] Unique e-Journal Titles.

- (c) A subscription to manage the following resource types in Ex Libris Alma: (i) Print; (ii) Electronic.
- (d) Primo subscription is for up to (i) 200.000 Primo Documents; (ii) 11.600 FTE's; and (iii) 1 institutions.

ANNEX C

Payment Terms

ALMA AND PRIMO

1. **Annual Subscription Fee:** The initial Subscription Fee is for the one-year period commencing on the Go Live Date (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. 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 five percent (5%) per year for the relevant scope/parameters specified in the Quotations.
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 1 above.
3. **Implementation Fee:** 50% of the Implementation Fee is due on the SaaS Service Contract Date; 30% of the Implementation Fee is due upon providing Customer with access to the cloud environment; and 20% of the Implementation Fee is due on the Go Live Date.
4. **Monthly Provisioning Fee:** The Monthly Provisioning Fee is incurred for each month of the implementation, from the date of the initial environment provisioning (i.e., the first date on which access to any part of the SaaS Service is provided) until the Go Live Date. The estimated duration of the implementation is six (6) months (the “**Estimated Implementation Period**”). The “**Estimated Total Provisioning Fee**” is the product obtained by multiplying (a) the number of months in the Estimated Implementation Period, by (b) the Monthly Provisioning Fee. The Estimated Total Provisioning Fee is due on the SaaS Service Contract Date. The “**Actual Total Provisioning Fee**” is the product obtained by multiplying (a) the actual number of months that elapsed during implementation, by (b) the Monthly Provisioning Fee. If the Go Live Date occurs earlier than estimated, then the excess of the Estimated Total Provisioning Fee over the Actual Total Provisioning Fee will be applied toward the initial Subscription Fee. If the Go Live Date occurs later than estimated, then the shortfall of the Estimated Total Provisioning Fee compared to the Actual Total Provisioning Fee will be payable on the Go Live Date, together with the initial Subscription Fee. In calculating the Actual Total Provisioning Fee, the Monthly Provisioning Fee for partial months will be prorated.
5. **Other Services:** Other special services, if any, ordered by the Customer, are payable against Ex Libris’ corresponding monthly invoices.
6. **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.
7. **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 SaaS Services 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	<ul style="list-style-type: none"> ■ The SaaS Service is not available 	1 hour
II	<ul style="list-style-type: none"> ■ An inoperable production module 	2 hours
III	<ul style="list-style-type: none"> ■ Other production performance related issues, typically a module feature working incorrectly 	1 business day
IV	<ul style="list-style-type: none"> ■ 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.

ANNEX E

Alma and Primo Implementation Services with Standard +Print Acquisition Alma Migration

Overview

<u>Ex Libris Alma institution:</u>	<u>One</u>
<u>Ex Libris Alma sandbox:</u>	<u>1 Standard</u>
<u>Ex Libris Primo institution:</u>	<u>One</u>
<u>Ex Libris Primo sandbox:</u>	<u>1 Standard</u>

Alma and Primo implementation services covered by this Agreement include:

1. Project management, training, customer assistance
2. Configuration (Alma and Primo)
3. Data migration (Alma)
4. Alma-Primo integration

Implementation duration is expected to be six (6) months. 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

Customer Group Services: Except as otherwise specified, the Implementation Services described in this Section 1 may be provided on a group basis together with other customers sharing common characteristics, such as target timing, language, geography and type of existing library system. All institutions in the group will start and complete the implementation process together, with Go Live and Switch to Support within the same timeframe.

- 1.1. Services provided:
 - Kick-off meeting (Web-based)
 - Regular project calls
 - Reporting and tracking of project progress, tasks and issues – provided on an individual customer basis
 - Guided implementation assistance, including data migration and configuration preparation and refinement
 - Alma “train-the-trainer” training (Web-based recorded)
 - Alma Administration Certification training (Web-based recorded)
 - Primo Administration Certification training (Web-based recorded)
- 1.2. Ex Libris shall perform all project management, customer assistance and “train-the-trainer” training.
- 1.3. Customer is responsible to appoint a library project team and a project coordinator who will serve as the primary contact for the Ex Libris project manager. If required, relevant IT resources need to be provided by the Customer in accordance with the project plan.
- 1.4. Customer project team shall participate in the Alma “train-the-trainer” training and are responsible for performing internal library staff training. At least two persons will be required to participate in the Alma and Primo Administration Certification training and pass the certification exams.
- 1.5. Ex Libris shall provide ongoing implementation assistance via Ex Libris CRM system (Salesforce) during the implementation project – provided on an individual customer basis
- 1.6. Ex Libris uses a Web-based project management tool as the primary communication platform during the implementation project. Customer project team is expected to use this platform following guidelines provided by Ex Libris project team.
- 1.7. Ex Libris uses the Microsoft Teams® collaborative meeting platform for all online project-related calls and meetings. Customer project team is expected to use this platform following guidelines provided by the Ex Libris project team.

2. Configuration

- 2.1. Includes configuration and assisting with the setup of the following functional areas and integrations relevant for the Customer within Ex Libris Alma. The specific functions and integrations to implement (among the below) will be determined and agreed as part of the Alma implementation project based on Customer needs and joint analysis with Ex Libris:
 - Acquisitions

- Fulfillment
 - User Management
 - Resource management
 - Standard third party integrations
- 2.2. Third party integrations:
- The customer's implementation process and responsibility includes the integration of Ex Libris products with 3rd party enterprise systems. This includes preparing the infrastructure for the real time interactions with other systems and the batch upload/download from/to other systems.
 - Ex Libris will provide consultation and support to the Customer project team to allow successful configuration of Ex Libris products, as required, for the integration with other systems.
- Standard third party Alma integrations include:
- User Management
 - Importing of user (patron) information from a Student Information System
 - Exporting of fees and fines to the institutional financial system (Bursar)
 - Acquisitions
 - ProQuest OASIS – Real Time Ordering integration
 - Exporting of invoices for payment to the institutional ERP (Enterprise Resource Planning) / financial system
 - Receiving invoice payment confirmation from an ERP (Enterprise Resource Planning) / financial system
 - EOD (Embedded Order Data) import
 - Export Orders (PO) for sending to the institutional ERP (Enterprise Resource Planning) / financial system
 - Fund Allocation Loader to allocate amounts to the funds in Alma.
 - Setup for Electronic Data Interchange (EDI) messages used to communicate with the vendors (sending of orders, import of invoices).
 - Metadata Management
 - ProQuest Ebooks Central- Upload Electronic Holdings
 - Repository Metadata import
 - OCLC Connexion client (if applicable)
 - External catalogs search (via Z39.50)
 - Publishing of bibliographic information to 3rd party systems (OCLC WorldCat, Libraries Australia, SunCat, COPAC, HathiTrust - if applicable)
 - Publishing of library holdings to 3rd party systems (OCLC WorldCat, Libraries Australia, SunCat, COPAC, HathiTrust - if applicable)
 - Alma setup as Z39.50 (data provider)
 - Publish electronic records to Google Scholar
 - Fulfillment
 - Standard Resource Sharing / Interlibrary Loan (ILL) services including:
 - OCLC ILLiad (OpenURL/NCIP v.2.0)
 - OCLC WorldCat Navigator (NCIP v.2.0)
 - OCLC VDX (NCIP v.2.0)
 - Relais D2D (OpenURL/NCIP v.2.0)
 - British Library Document Supply Service (using ARTEmail protocol)
 - Innovative INN-Reach (NCIP v.1.0)
 - Kronosdoc GTBib-SOD (OpenURL/NCIP v.2.0)
 - Clio II (OpenURL/NCIP v.2.0)
 - ISO – Communication between Alma and another resource sharing (Alma or non-Alma) system
 - SLNP
 - Remote Storage Facility (transfer list of barcodes and requests pickup location to defined SFTP site or API-based HK/Dematic ASRS solution)
 - Self-Check machines (using SIP2 protocol)
 - Staff Authentication - the following options are available:
 - Lightweight Directory Access Protocol (secure LDAP – certificate signed by recognized authority)
 - SAML 2.0 protocol
 - Central Authentication Service (CAS)
 - Social authentication (OAuth 2.0 protocol)

- Ex Libris Identity Service
- 2.3. Configuration includes set up of the following areas within Ex Libris Primo (for new Primo customer):
 - Institutional view with standard search box, search profiles / scopes, facets and resources types
 - Integration with Ex Libris Alma:
 - As a data source, including:
 - Initial test load
 - Final cutover
 - For delivery (availability, request, link resolution)
 - Alma link resolver
 - Central Discovery Index (CDI) activation
 - Course Reserve setup in Primo (if relevant data migrated to Alma)
 - Activation of bX (if applicable)
 - EBSCO API integration (if applicable)
 - End-user patron authentication via institutional secure LDAP (certificate signed by recognized authority), Shibboleth (using SAML 2.0 protocol), CAS, Social authentication (OAuth 2.0) or Ex Libris Identity Service. End-user authentication must be performed via one of these standard authentication systems.
 - Integration with one OAI-compliant digital repository (if applicable)
- 2.4. Ex Libris shall perform all configuration of Alma based on Customer input in Ex Libris-provided form/workbook.
- 2.5. Ex Libris shall perform all configuration of Primo based on Customer input in Ex Libris-provided form/workbook except for integration with external data sources and UI configuration.
- 2.6. For existing Primo customer, customer will re-configure external data sources and adjust UI configuration of the new Primo.
- 2.7. Ex Libris will provide assistance with product configuration and third party integrations set up during the implementation project until the 'Switch to Support' milestone. If the Customer would like to postpone configuration of any functional area or third party integration and would like Ex Libris to provide assistance following the Switch to Support, Ex Libris will provide a quotation for additional professional services.
- 2.8. Customer shall provide input on configuration via Alma and Primo configuration form/workbook and provide post-configuration feedback based on end-to-end review of Alma and Primo configuration and functionality in the defined time frame.
- 2.9. Third party integrations not mentioned above can be configured by Customer following the Go Live Date.
- 2.10. Customer is responsible for configuring branding in Primo using the standard tools.
- 2.11. Set up additional institutions or any changes to the existing Primo configuration are not included in this Agreement.

3. Data migration

3.1 Data migration includes two rounds (test and cutover)

3.2 Migration services includes:

The following data entities will be migrated from the Customer's current ILS Aleph and from the Customer's current Link Resolver [SFX][360 Core/Link][EBSCO LinkSource][Innovative Interfaces WebBridge]:

Please note: The migration of specific elements in scope may vary between source systems and are detailed in the relevant specific source system migration guides.

- Bibliographic records MARC21
- Inventory
 - Print - Item records, Holdings records
 - *[Keep this in only for Customers who use SFX]*Electronic - from SFX – Targets, Target services, Object portfolios, Objects
 - *[Keep this in only for Customers who use 360 Core/Link]*Electronic - from 360 Core/Link – Databases and their titles (holdings/portfolios)
 - *[Keep this in only if Customer uses link resolvers other than SFX/360 Core/Link]*Electronic - from non-SFX/360 Core/Link – Full Text Targets, Electronic Titles
- Patrons' name, identifier and borrower information (password and PIN code are not migrated)
- Fulfillment
 - Loans (current)
 - Hold requests (current on hold shelf)

- Fines & Fees (current)
 - Aggregated historical circulation statistics (loan count and last loan date at item-level)
 - Acquisitions
 - Print - Vendors (vendors are migrated during the test round and are not re-migrated during cutover round), Funds, Purchase orders, Invoices
- 3.3 Authority Data - Alma Community Zone includes global authorities (local authority records may be loaded using Alma standard tools post Go Live Date).
- 3.4 If you subscribe to managing digital resources in Alma, additional digital collections and objects may be set up (beyond the scope described in the above sections) and loaded using Alma standard tools post Go Live Date:
- Digital Metadata records and Digital objects (files) can be ingested into Alma by the Customer
 - Remote Digital repository metadata (where the Digital objects (files) remain remote to Alma) can be harvested into Alma via OAI-PMH
 - In both above cases, a URL/path to each Digital object (file) must be provided in a field of each Digital Metadata record
 - In case the Digital objects (files) will be ingested to Alma, they must be directly accessible via an unrestricted URL/path
- 3.5 Ex Libris will:
- Provide migration guides and forms
 - Provide tools/guidelines for data extraction from Ex Libris source systems
 - Provide guidelines for reviewing migrated data in Alma
 - Provide support during the migration and review period
 - Data migration services support single standalone institutions whereby each source database represents a single organization and Alma institution.
 - In case any source database does not represent a single organization, there may be a need to split or combine the source database data during migration. In such cases, Ex Libris will:
 - Split data from Ex Libris source ILS databases based on library/location codes indicated by the Customer in the relevant migration inputs. Note: Splitting data based on location/library is not intended for data cleanup, but for organizational separation only.
 - Combine data from multiple source databases. This does not include data de-duplication services, but rather appending data from each source system together into a single target Alma institution.
- 3.6 Customer will:
- Extract data from Ex Libris systems using Ex Libris-provided and supported tools.
 - Extract data from Non-Ex Libris source systems following the data format requirements provided by Ex Libris (if the customer is unable to provide data in required formats in the project test load timeframe, the Alma project schedule will need to be re-scheduled)
 - Provide input via migration forms
 - Provide data structure description for non-Ex Libris source systems
 - Provide input data for print to electronic transformation during migration (if required)
 - Provide all input data in migration scope by test migration round delivery date
 - Review and test data migrated to Alma and provide feedback in the defined time frame
 - Review and test Alma configuration and workflows, and provide feedback in the defined time frame
 - In case any source database does not represent a single organization, there may be a need to split or combine the source database data during migration. In such cases, Customer will:
 - Split data from non-Ex Libris source systems and provide to Ex Libris in separate files per organization/target Alma institution for separating organizations.
 - Provide library/location codes in the relevant Ex Libris source system migration inputs for separating data. Note: Splitting data based on location/library is not intended for data cleanup, but for organizational separation only.
 - Prepare combining organizations' data by aligning codes and policies prior to test round migration, where relevant, for organizations that are combining.
- 3.7 General
- Data modification or clean-up of any type is not included in the scope of the migration. For purposes of the previous sentence, data modification and clean-up includes, but is not limited to the following:
- Eliminating duplicate records
 - Correcting misspellings and errors
 - Ensuring that there are consistent descriptions, punctuation, and syntax

- Resolving any other inaccuracies and inconsistencies relating to the data content

ANNEX F SaaS Service-Specific Provisions

Provisions that apply specifically to Alma

1. DaaS – DATA AS A SERVICE

1.1. Both Customer and Ex Libris may make content and data available in connection with the SaaS Service. The intent is to make content and data available which may be useful to others. The rights in connection with this content and data are as set forth below:

- (i) Customer may choose to post certain Customer Data into a community zone which is accessible by all of the SaaS Service customers (the "**Community Zone**"). Customer hereby grants to Ex Libris and to any customer of the SaaS Service a royalty-free, perpetual, irrevocable, worldwide, unrestricted license to use, copy, distribute, display, and create derivative works from, any Customer Data which is posted in the Community Zone (such derivative works, including any enhancements, enrichments or modifications, to be owned by Customer and subject to the same unrestricted license);
- (ii) Material which Ex Libris posts to the Community Zone will continue to be owned by Ex Libris or its licensor;
 - (a) if it is owned by Ex Libris, then Ex Libris grants any user a royalty-free, perpetual, irrevocable, worldwide, unrestricted license to use, copy, distribute, display and create derivative works from, such material (such derivative works, including any enhancements, enrichments or modifications, to be owned by Ex Libris and subject to the same unrestricted license);
 - (b) if it is owned by a licensor, then the uses will be only those permitted by the licensor, which permitted uses shall be made known to the users of the Community Zone.

1.2. Notwithstanding anything else herein, as between the parties, material (excluding Customer Data) which Ex Libris posts to other products or data services, such as KnowledgeBase, or creates, such as indices based on other material, shall be owned by Ex Libris.

1.3. The parties agree that Ex Libris may replace the above-mentioned unrestricted license with a comparable Open License (as defined in Annex G).

2. OPTIONAL SERVICES AND APPLICATIONS

Ex Libris may make available through or in connection with the SaaS Services, optional features and applications developed by third parties and/or Ex Libris, such as recommendation services, cloud apps and other optional services that are additional to the functionality offered with the SaaS Services ("Optional Services and Applications"). The enablement of such Optional Services and Applications (third party or otherwise) by Customer may be subject to additional or different terms requiring an electronic opt-in and agreement to such terms.

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 Terms of Service for Central Discovery Index and the Central Discovery Index's 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 such 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 Central Discovery 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.

“**Academic Staff**” means and includes all of the following: professor, associate professor, assistant professor, instructor, lecturer, or the equivalent of any of these academic ranks, along with any other personnel whose principal activity is research.

“**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 a period of three (3) months 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 the software and/or services currently used by Customer and listed on Annex A under the caption “Current Software”, pursuant to licenses or subscriptions granted by Ex Libris (or an affiliate) under and in accordance with the Current Agreements.

“**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, business information, Personal Information or other data provided by or on behalf of Customer for storing and/or processing in an Ex Libris 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 Digital storage. Alma currently makes use of Amazon S3 cloud storage as further described in the relevant Annex F.

“**Documentation**” means, as set forth in Section 4.3, materials published by Ex Libris for use by subscribers to the Ex Libris 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.

“Ex Libris Services” means, collectively, SaaS Services and any other solutions and services provided by Ex Libris under this Agreement on a license or subscription basis.

“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 Ex Libris 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.

“Library Mobile Authorized Users” means those bona fide current students, library patrons, faculty, staff, employees or individual consultants of the Customer associated with the authorized campus(es) listed in the Quotation;

“Library Mobile Apps” means Ex Libris’ standard mobile applications interfacing with the Library Mobile Service which are made available by Ex Libris for use by Customer’s Library Mobile Authorized Users during the Term.

“Licensor Data” means third-party data or information resources that may be accessed via the Ex Libris 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.

“Research Assets” means, an output of the research process or an asset that is related to the research process, the category can include but is not limited to – publications, datasets, creative work, software code, posted content, interactive resources, etc.

“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 the right to access and use the functionality of the Ex Libris Services, subject to the terms of this Agreement.

“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 Ex Libris Service, the subscription fee set forth on the relevant Quotation, as updated from time to time in accordance with the terms of this Agreement.

“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 and services that interoperate with the Ex Libris 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.).