

## Product / Service Terms

These Product/Service Terms apply to certain products that you access through our platform(s), website(s) or are otherwise identified in your order form, statement of work or other ordering document and supplement the Clarivate Terms which apply to all of our products. If you have ordered or are accessing a product that is not listed below, then these Product/Service Terms do not apply to your order. Any other terms not defined in these Product/Service terms have the meaning given to them in the Clarivate Terms.

These Product / Service Terms consist of the following three parts:

- A. Product /Service Terms applicable to all Ex Libris SaaS Services
- B. Supplemental Product / Service Terms applicable to specific Ex Libris SaaS Services
- C. Definitions

### **A. Product /Service Terms applicable to all Ex Libris SaaS Services**

#### **1. SUBSCRIPTION TO SaaS SERVICES**

In consideration of the payment of the annual Subscription Fee for the SaaS Service, as set forth in the Order, and subject to all the terms and conditions of the Agreement (including, without limitation, the relevant access and use restrictions), Ex Libris hereby grants to Client the right to access and use the functionality of the SaaS Service, as outlined in the Order, during the corresponding subscription period, as well as (i) related materials such as Documentation to the extent then available, and (ii) if applicable, Licensor Data that may be accessed via the SaaS Service.

#### **2. SERVICE LEVEL; SUPPORT; OTHER PROVISIONS**

Ex Libris will make the SaaS Service available to Client in accordance with the SaaS Service Level Agreement set forth in the Operational Materials for Ex Libris (the "**SLA**"). In addition, Ex Libris shall provide Client 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.

#### **3. IMPLEMENTATION AND OTHER SERVICES**

3.1. It is understood that effective communications and cooperation between Ex Libris and Client are essential ingredients to the success of the implementation of the SaaS Service. 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 of the SaaS Service.

3.2. In consideration of payment of the implementation fees set forth in the Order, implementation of the SaaS Service will be performed in accordance with a written description to be provided by Ex Libris' project coordinator to Client's project coordinator.

3.3. If Client uses non-Ex Libris programs or services ("**Third Party Programs**") that interoperate with the Ex Libris Service, Client acknowledges that such Third Party Programs may access Client 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 Client Data resulting from any such data access or exchange by Third Party Programs.

3.4. If Client 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. PAYMENT MILESTONES; CURRENT SOFTWARE**

4.1. Payments are due as set forth in the Payment Milestones for the relevant SaaS Service and, except as otherwise expressly set forth herein, are non-refundable.

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

4.2.1. 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 Client 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.

4.2.2. During the Additional Use Period, Client 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 of the SaaS Service that replaces the Current Software. Upon expiry of the Additional Use Period, (a) Client shall stop using the Current Software, (b) the Current Agreement shall terminate with respect to the Current Software and (c) all license, access and other rights granted to Client 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, the Order and the provisions therein expressly set forth and/or incorporated by reference shall supersede and replace the Current Agreement as of the Order Date and shall exclusively govern the continued use of such SaaS Service.

## **5. DISCLAIMER**

5.1. 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 Client in the Ex Libris Service without Ex Libris' express and prior written consent.

5.2. Licensor Data is provided "as is".

## **6. CLIENT'S UNDERTAKINGS**

Client 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 the 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. As a limited exception to Section 2(e)(iv) of the Clarivate Terms, disabling or bypassing functionality or restrictions in an Ex Libris Service is allowed only to the extent expressly permitted in the Documentation.

## **7. CLIENT DATA**

7.1. "Client Data" means any business information, Personal Information or other data provided by or on behalf of Client for storing and/or processing in the Ex Libris Services. The Client shall own all rights, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data. Nothing in the Agreement shall be interpreted to transfer title or ownership of the Client Data to Ex Libris or any other party.

7.2. Ex Libris agrees to implement reasonable security measures designed to protect and backup Client Data during the Term of the Subscription and will, at a minimum, utilize industry standard security and backup procedures.

7.3. Client acknowledges that use of the Ex Libris Services may involve processing of Personal Information, and the Client shall be responsible for having all necessary rights to collect and process or allow collection and processing of such Personal Information. As between Client and Ex Libris, Client retains ownership of the Personal Information and may, at any time during the term of the Subscription, 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 pursuant to the Agreement.

7.4. Client 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 Client 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).

7.5. 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 Client 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.

## **8. TERMINATION ASSISTANCE**

Upon expiration or termination of a Subscription, Ex Libris will, upon Client's request, make the Client Data available to Client 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 Client Data relating to the expired or terminated Subscription and will, unless legally prohibited or expressly permitted herein, delete it.

## **9. NEW FEATURES AND FUNCTIONALITY**

The development, release, and timing of any new features or functionality of an Ex Libris Service remains at Ex Libris' sole discretion. The Client acknowledges that it has not relied on the delivery of any future feature or functionality in entering into the Agreement.

## **10. CLIENT CAMPUSES OR SITES**

10.1. Usage of the SaaS Service is limited to Client campuses or sites specified in the Order, and is not for the use of any other site, campus, college, university, library or entity of any kind. Any use of the SaaS Service by any other site, campus or entity is strictly prohibited and is considered a material breach of the Agreement. For the sake of clarity, Client's authorized users associated with the campus or site specified in the Order may access the SaaS Services from outside of Client's jurisdiction, but Client shall ensure that it is entitled to transfer Client Data and Personal Information from and to any such Client user location and shall be responsible for compliance with privacy laws applicable to such transfers.

10.2. If the Order specifies more than one Client campus or site, Client acknowledges and understands that the SaaS Services provided by Ex Libris will be hosted in the Ex Libris data center servicing Client's main campus or site (the "Data Center"), and that Client Data and Personal Information will be hosted and accessed from such Data Center, regardless of which authorized campus or Client user is using the SaaS Service or where the user is located.

10.3. Client shall ensure that it is entitled to transfer Client Data and Personal Information from any foreign campus, site or user to the Data Center and shall be responsible for compliance with personal data privacy laws applicable for any such foreign jurisdictions.

10.4. Client acknowledges and understands that the Data Center maintenance windows for the SaaS Services will be as described in the SLA for all Client campuses and sites, and that time and date information will be displayed in the user interface as if all campuses and sites were located in Client's main campus or site time zone.

## **11. 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 Client may be subject to additional or different terms requiring an electronic opt-in and agreement to such terms.

### **B. Supplemental Product / Service Terms applicable to specific Ex Libris SaaS Services**

#### **Provisions that apply specifically to ALMA**

##### **1. DaaS – DATA AS A SERVICE**

1.1. Both Client 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) Client may choose to post certain Client Data into a community zone which is accessible by all of the SaaS Service customers (the "**Community Zone**"). Client 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 Client Data which is posted in the Community Zone (such derivative works, including any enhancements, enrichments or modifications, to be owned by Client 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 Client 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. An "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.

#### **Provisions that apply specifically to PRIMO, SUMMON AND BX**

1. If the the Order includes bX and Client wishes to contribute usage logs to the bX service (the "**bX Service**"), the Client shall provide access to the Client's linking service, as specified in the Service FAQ available on Ex Libris' customer information site (currently: <http://registration.service.exlibrisgroup.com/customer/faq.do?product=bx>). All usage logs so contributed will be anonymized and the data will be encrypted during transfer from Client's linking server to the bX server. The Client agrees that all such data contributed to the bX Service will be used by the bX Service on a perpetual, irrevocable basis, whether or not Client continues to contribute to the bX Service or terminates the Agreement.

2. Client 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 Client Portal. Client further agrees that it shall not, nor will it allow any end user or third party to:
  - 2.1. Store or cache such data accessible through the SaaS Service (the "**Data**") beyond the normal day-to-day use of an individual user;
  - 2.2. Return or display in the Data search results snippets of full text that exceed one hundred and sixty one (161) characters in length;
  - 2.3. Independently produce or display snippets in the Data search results when no such snippets are returned by the SaaS Service;
  - 2.4. Use the Data for or in connection with any application, product or service other than the SaaS Service;
  - 2.5. Create or repackage a database containing material amounts of Data;
  - 2.6. Merge Data with other data or records (whether or not obtained via the Central Discovery Index), in any manner.
  - 2.7. Text mine, data mine or harvest metadata from the Data.

**Provisions that apply specifically to ALMA DIGITAL OBJECT STORAGE**

- 1.1. If Client subscribes to managing digital resources in Alma and chooses to store the Digital Object Files in the Alma cloud storage, the following additional terms apply to the digital object storage capability provided to Client ("Digital Object Storage").
- 1.2. Alma currently utilizes Amazon's Simple Storage Service (S3) solely for storing Client's Digital Object Files in the cloud. The Amazon S3 Region (storage location) used to store the Client's Digital Object Files will match the Client's Alma geographic region – accordingly, Digital Object Files will be stored in the following Amazon S3 Regions/locations - US Standard (currently N. Virginia); EU (currently Frankfurt) or Asia Pacific (currently Singapore). In connection therewith, Client acknowledges and agrees that:
  - (i) Client owns or properly licenses all rights, title and interest in and to all of the Client Digital Object Files and will only store such objects for which it has obtained all necessary rights;
  - (ii) Client will not store any personal data regulated by any applicable data privacy laws (including, GDPR) in the Amazon S3 Digital Object Storage service; and
  - (iii) Amazon S3's back-up and security policies and features, as updated from time-to-time by Amazon will apply to the Digital Object Storage.
  - (iv) Client will report all issues related to Digital Object Files, including issues related to the Amazon Simple Storage Service to Ex Libris.
- 1.3. For the sake of clarity, the above provisions regarding Alma Digital Object Storage do not apply to aspects of the Alma service other than the Digital Object Storage capability hosted by Amazon.

**Provisions that apply specifically to ALMA LOCAL BACK-UP**

- 1.1. If Client has purchased a subscription for the Local Backup option in Alma, and chooses to receive a copy of its core Alma production data for backup purposes (the "**Local Backup Data**"), then the following additional terms apply:
  - (i) Up to once a calendar quarter, Client may request, via the Ex Libris customer support portal, to receive a copy of the Local Backup Data.
  - (ii) Within thirty (30) days of receipt of such request, Ex Libris will create a copy of the Local Backup Data and transfer the Local Backup Data to Client.
  - (iii) The transfer will be made by SFTP to a storage location designated by Client in a written memo to Ex Libris that also specifies the SFTP connection details. Client hereby agrees that such storage location will be on servers located in the same country as Client's principal site.

- (iv) For the avoidance of doubt, Ex Libris shall have no responsibility for any issues regarding the privacy, loss or corruption of the copy of the Local Backup Data (i) after it has been successfully transferred to the designated storage location or (ii) if (contrary to the prohibition above) such storage location is outside of the country of Client's principal site.
- 1.2. Client is responsible for meeting the technical prerequisites of the Local Backup Data option set forth in the Documentation.

#### **Provisions that apply specifically to LEGANTO**

##### **1. Leganto Digital Object Storage**

- 1.1. If Client subscribes to Leganto, the following additional terms apply to the storage capability provided to Client for course-related Digital Object Files which Client chooses to attach to reading list citations ("Leganto Digital Object Storage").
- 1.2. Leganto currently utilizes Amazon's Simple Storage Service (S3) solely for storing such course-related Digital Object Files which Client chooses to attach to reading list citations ("Leganto Digital Object Files"). The Amazon S3 Region (storage location) used to store the Client's Leganto Digital Object Files will match the Client's Alma geographic region – accordingly, Leganto Digital Object Files will be stored in the following Amazon S3 Regions/locations - US Standard (currently N. Virginia); EU (currently Frankfurt) or Asia Pacific (currently Singapore). In connection therewith, Client acknowledges and agrees that:
  - (i) Client owns or properly licenses all rights, title and interest in and to all of the Leganto Digital Object Files and will only store such objects for which it has obtained all necessary rights;
  - (ii) Client will not store any personal data regulated by any applicable data privacy laws (including, GDPR) in the Leganto Digital Object Storage service; and
  - (iii) Amazon S3's back-up and security policies and features, as updated from time-to-time by Amazon will apply to the Leganto Digital Object Storage.
  - (iv) Client will report all issues related to Leganto Digital Object Files, including issues related to the Amazon Simple Storage Service to Ex Libris.
- 1.3. For the sake of clarity, the above provisions regarding Leganto do not apply to aspects of the Leganto service other than the Leganto Digital Object Storage capability hosted by Amazon.

#### **Provisions that apply specifically to ESPLORO**

##### **1. Esploro Research Assets Storage**

- 1.1. "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.
- 1.2. If Client subscribes to Esploro and chooses to store Research Assets Files in the Esploro cloud storage, the following additional terms apply to the research assets storage capability provided to Client ("Research Assets Storage").
- 1.3. Esploro currently utilizes Amazon's Simple Storage Service (S3) solely for storing Client's Research Assets Files in the cloud. The Amazon S3 Region (storage location) used to store the Client's Research Assets Files will match the Client's Alma geographic region – accordingly, Research Assets Files will be stored in the following Amazon S3 Regions/locations - US Standard (currently N. Virginia); EU (currently Frankfurt) or Asia Pacific (currently Singapore). In connection therewith, Client acknowledges and agrees that:
  - (i) Client owns or properly licenses all rights, title and interest in and to all of the Research Assets Files and will only store such files for which it has obtained all necessary rights;
  - (ii) Client will not store any personal data regulated by any applicable data privacy laws (including, GDPR) in the Amazon S3 Research Assets Storage service; and
  - (iii) Amazon S3's back-up and security policies and features, as updated from time-to-time by Amazon will apply to the Research Assets Storage.

- (iv) Client will report all issues related to Research Assets Files, including issues related to the Amazon Simple Storage Service to Ex Libris.

1.4. For the sake of clarity, the foregoing provisions of Section 1 above do not apply to aspects of the Esploro service other than the Research Assets Storage capability hosted by Amazon.

## **2. Retention of Researcher Profiles**

For the sake of clarity, unless Client or the relevant individual objects, Ex Libris intends to retain following termination of the Esploro SaaS Service with respect to Client or any individual researcher, organizational structure and profile information regarding Client's researchers (e.g., name, e-mail, institution, role, area of expertise and publications) for use in cross-institution databases or other solutions available to Ex Libris customers and/or public users.

### **Provisions that apply specifically to RAPIDO**

1. For purposes of the Rapido service, libraries are grouped together in broad categories known as "Pods", i.e., groups of libraries that agree to share resources with one another. By joining a Pod, Client represents that it has the capability of providing services, in accordance with the terms of these Rapido-specific provisions, to participating libraries ("Participants") in the Pod and agrees to provide such services by supplying materials from its collection ("Inter-Library Materials") using the Rapido service, in exchange for the ability to access the Rapido service to obtain materials from other institutions in that Pod that have entered into similar arrangements with Ex Libris.
2. The document delivery service of Rapido incorporates the RapidILL solution. By subscribing to Rapido, Client commits to comply with the RapidILL terms below:
  - 2.1. Agree to reciprocity for document delivery requests; no charges are levied for articles and book chapters supplied by Participants.
  - 2.2. Agree to provide 24-hour turnaround time (Monday through Friday, holidays excluded) for lending requests in the following manner:
    - Locating and filling a request within 24 hours of receipt; or
    - Updating to unfilled, or bad citation, within 24 hours an item which cannot be located on the first retrieval attempt.
  - 2.3. Agree to transmit articles electronically through supported delivery protocols to provide high quality document delivery.
  - 2.4. Serious issues include lack of lending participation, consistently failing to handle requests within the established turnaround time guidelines, or lack of response to attempts at solution. These issues are dealt with by written notice, and failure to correct deficiencies will result in termination of service.
3. Some Client Data (but not Personal Information) may be hosted in an Ex Libris data center located in the United States.
4. Copyright.
  - 4.1. Client is solely responsible for complying with the copyright laws applicable to the Inter-Library Materials and Client's activities and location(s), including, without limitation, those relating to inter-library loans. Among other restrictions, copyright law places limitations on what materials may be copied, how many copies may be made, as well as under what conditions and for what purposes copying may take place.
  - 4.2. Without implying any obligation of Ex Libris to monitor the delivery and/or use of Inter-Library Materials, Ex Libris shall have the right to reject requests that fail to comply with applicable copyright provisions or which otherwise are not permitted under any license or contract Ex Libris may be subject to with respect to the work(s) requested.
  - 4.3. In no event shall Ex Libris or its licensors be liable to Client or its users for (a) access or inability to access Inter-Library Materials; or (b) the lending and borrowing activities of Rapido customers; or (c) the nature and extent of use which Rapido customers and their users make of the materials made available through the Rapido service.
  - 4.4. To the extent that any third party brings a claim against Ex Libris alleging that Inter-Library Materials or other materials provided by Client violate a third party's rights or breach applicable law, Client will defend the claim and pay any resulting judgment or negotiated settlement. The obligation set forth in this paragraph shall be subject to Ex Libris (i) giving Client prompt notice of such claim; (ii) giving Client the sole authority to defend or settle such claim; and (iii) providing full cooperation in such defense or

settlement at Client's expense and not taking any action that prejudices Client's defense or settlement of such claim.

**Provisions that apply specifically to RAPIDO STARTER**

1. For purposes of the Rapido Starter service, libraries are grouped together in broad categories known as "Pods", i.e., groups of libraries that agree to share resources with one another. By joining a Pod, Client represents that it has the capability of providing services, in accordance with the terms of these Rapido Starter-specific provisions, to participating libraries ("Participants") in the Pod and agrees to provide such services by supplying materials from its collection ("Inter-Library Materials") using the Rapido Starter service, in exchange for the ability to access the Rapido Starter service to obtain materials from other institutions in that Pod that have entered into similar arrangements with Ex Libris.
2. The document delivery service of Rapido Starter incorporates the RapidILL solution. By subscribing to Rapido Starter, Client commits to comply with the RapidILL terms below:
  - 2.1. Agree to reciprocity for document delivery requests; no charges are levied for articles and book chapters supplied by Participants.
  - 2.2. Agree to provide 24-hour turnaround time (Monday through Friday, holidays excluded) for lending requests in the following manner:
    - Locating and filling a request within 24 hours of receipt; or
    - Updating to unfilled, or bad citation, within 24 hours an item which cannot be located on the first retrieval attempt.
  - 2.3. Agree to transmit articles electronically through supported delivery protocols to provide high quality document delivery.
  - 2.4. Serious issues include lack of lending participation, consistently failing to handle requests within the established turnaround time guidelines, or lack of response to attempts at solution. These issues are dealt with by written notice, and failure to correct deficiencies will result in termination of service.
3. Some Client Data (but not Personal Information) may be hosted in an Ex Libris data center located in the United States.
4. Copyright.
  - 4.1. Client is solely responsible for complying with the copyright laws applicable to the Inter-Library Materials and Client's activities and location(s), including, without limitation, those relating to inter-library loans. Among other restrictions, copyright law places limitations on what materials may be copied, how many copies may be made, as well as under what conditions and for what purposes copying may take place.
  - 4.2. Without implying any obligation of Ex Libris to monitor the delivery and/or use of Inter-Library Materials, Ex Libris shall have the right to reject requests that fail to comply with applicable copyright provisions or which otherwise are not permitted under any license or contract Ex Libris may be subject to with respect to the work(s) requested.
  - 4.3. In no event shall Ex Libris or its licensors be liable to Client or its users for (a) access or inability to access Inter-Library Materials; or (b) the lending and borrowing activities of Rapido Starter customers; or (c) the nature and extent of use which Rapido Starter customers and their users make of the materials made available through the Rapido Starter service.
  - 4.4. To the extent that any third party brings a claim against Ex Libris alleging that Inter-Library Materials or other materials provided by Client violate a third party's rights or breach applicable law, Client will defend the claim and pay any resulting judgment or negotiated settlement. The obligation set forth in this paragraph shall be subject to Ex Libris (i) giving Client prompt notice of such claim; (ii) giving Client the sole authority to defend or settle such claim; and (iii) providing full cooperation in such defense or settlement at Client's expense and not taking any action that prejudices Client's defense or settlement of such claim.

**Provisions that apply specifically to Rapido Consortial Borrowing with Vega Discover Central Request Interface ("Rapido")**

1. **License.** Ex Libris shall provide Client with subscription access via a website to our SaaS Service solution known as "Rapido". Client and, where applicable, its Authorized Users may access and use Rapido (including



any client configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement.

**2. New Releases.** The license granted to you pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the software offered generally by Ex Libris to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Ex Libris, each of which require a separate license and payment of additional license fees. Additional fees may be required for implementation of New Releases.

**3. Aggregated Data.** In addition to the rights set forth in the Terms, we may use your Content and otherwise collect information related to your use of our product to create and use aggregate, non-identifying and anonymized data ("Collected Data"). Client acknowledges and agrees that it will have no rights in any products or services created or sold by Ex Libris or its affiliates that use Collected Data.

**4. Authorized Users.** Client's library Patrons fall within the definition of Authorized User.

**5. Product Specific Terms.** For purposes of the Rapido service, libraries are grouped together in broad categories known as "Pods", i.e., groups of libraries that agree to share resources with one another. By joining a Pod Client represents that it has the capability of providing services, in accordance with the terms of this section, to participating libraries ("**Participants**") in the Pod and agrees to provide such services by supplying materials from its collection ("**Inter-Library Materials**") using the Rapido service, in exchange for the ability to access the Rapido service to obtain materials from other institutions in that Pod that have entered into similar arrangements with Ex Libris. End users will have access to a modified version of Vega Discover called the Central Request Interface, in order to facilitate search and borrowing resources.

Some Client Data (but not Personal Information) may be hosted in an Ex Libris data center located in the United States.

#### **Provisions that apply specifically to CAMPUSM**

**1. campusM Subscription.** With respect to campusM Services, the following will apply in lieu of Section 1 (captioned "Subscription to SaaS Services") of the Additional Terms Applicable To Ex Libris SaaS Services:

1.1. In consideration of the full payment of the annual subscription fee (the "**Subscription Fee**") for campusM Services, as set forth in the Order, Ex Libris hereby grants to Client a non-exclusive, non-transferable right during the Term of the campusM Service subscription (the "**Subscription**") to:

(a) access and use solely for the Client's Authorized Users and strictly subject to the Access and Use Restrictions indicated in the Order (i) the functionality of campusM, (ii) Documentation to the extent then available, and (iii) any Software (other than the AEK and Mobile Apps covered below);

(b) use the App Extension Kit (AEK) solely to add integration functions to Client's campusM Service and the Client acknowledges that any functions developed utilizing the App Extension Kit will be operable only during the Term of the Subscription and only in connection with Client's campusM Service; and

(c) sublicense the Mobile Apps to Authorized Users solely for their use with campusM Services during the Term in accordance with the terms of the applicable end user license agreement.

1.2. Should the Client elect to use the AEK, the Client may make developments utilizing the AEK in a manner permitted by the Agreement and/or the Documentation; provided, that (except for the rights to make such developments and use the campusM Services pursuant to the Agreement) no licenses or ownership rights are granted or implied in and to the AEK, any other Ex Libris Software or any Ex Libris intellectual property.

#### **2. Additional campusM Subscription and License Terms**

2.1. With respect to campusM Services, the following will apply in lieu of the prohibition on storing certain types of data set forth in Section 7.4 of the Additional Terms Applicable To Ex Libris SaaS Services:

2.1.1. Client agrees that neither it nor its users will process through or store on the campusM Service, and Ex Libris will not be liable with respect to, any specially regulated and/or sensitive personal data, such as government-issued identification numbers, payment card account numbers, race, origin, biometric data, health and medical information, employment records or personal financial

records, political opinions, religious or philosophical beliefs, trade union membership, genetic data or information concerning sex life or sexual orientation.

2.1.2. Client shall not access, store, distribute or transmit any material during the course of its use of the campusM Service that (a) is harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive; (b) facilitates illegal activity, (c) promotes violence or depicts sexually explicit images or language; (d) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability, or any other illegal category; (e) causes damage or injury to any person or property; and/or (f) violates a third party's rights or breaches applicable law; and Ex Libris reserves the right, in addition to any other remedies and without incurring liability to the Client, to disable access to any material that breaches the provisions of this clause. Ex Libris shall have no liability in relation to any material described in this clause that, contrary to the prohibition herein, was accessed, stored, distributed or transmitted by Client or a user.

2.2. Client shall not:

- (a) use the campusM Services to provide services to third parties (other than Authorized Users); or
- (b) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software and/or campusM Services available to any third party except the Authorized Users (including but not limited to the provision of any managed service, software as a service, outsourced service or third party training service), or
- (c) access all or any part of the Software, campusM Services or Documentation in order to build or interact with a product or service which competes with the campusM Services; or
- (d) attempt to obtain, or assist third parties in obtaining, access to the Software and/or campusM Service(s), other than as provided under the Agreement.

### **3. Third Party Providers; Technical Requirements**

3.1. The campusM Service may enable Client to access Web sites and provide Authorized Users with access to material, products and services of third parties, including users, advertisers, affiliates and sponsors of such third parties. Ex Libris is not responsible for any third party Web sites, transactions or third party material provided on or through the campusM Service. Client and its users bear all risks associated with the access and use of such Web sites and third party material, products and services and any data shared by users with, such Web sites or third party services (such as Google Maps and other sites). Ex Libris recommends that the Client refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website.

3.2. Unless otherwise specified in writing by the Client, the Client warrants, represents and undertakes that it has obtained a valid license to use (and to permit Ex Libris to use for the benefit of the Client) the latest release of all application programming interfaces (including all and any relevant web services) necessary to integrate between the campusM Services and any third party software and services utilized by the Client. The Client acknowledges and agrees that the fulfilment by Ex Libris of its obligations under the Agreement is dependent on the Client complying with its obligations under this clause.

### **4. Support Exclusions**

4.1. For the sake of clarity, the following items are not covered by Ex Libris under the SLA:

- Client Web / Application Server Monitoring and Upgrades;
- Retention and restoration of Client data not held in the Cloud Service;
- External websites or third party services such as Apple's App Store, Google Play Store, Google Maps, etc; and/or
- Webpage/websites that are launched from the Service.

## C. Definitions

**“Additional Use Period”** means a period of three (3) months following the Go Live Date of the SaaS Service during which Client 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”** has the meaning set forth in the Order.

**“App Extension Kit”** and **“AEK”** means a software development kit included with the campusM Service that may be used in connection with development of integration functions in the campusM Service.

**“Authorized Users”** means those bona fide current students, current student parents, student prospects, alumni, employees or individual consultants of the Client associated with the Authorized Campus(es) listed in the Order.

**“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.

**“campusM SaaS Service”** means the cloud-based software as a service provided by Ex Libris to the Client via any website notified to the Client by Ex Libris from time to time, as more particularly described in the Documentation.

**“campusM Services”** means the campusM SaaS Service and the Software.

**“Current Agreement(s)”** means those previously entered software license or subscription agreement(s) pursuant to which the Client obtained a subscription to the Current Software from Clarivate or a Clarivate Affiliate.

**“Client Data”** means business information, Personal Information or other data provided by or on behalf of Client 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).

**“Documentation”** means 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.

**“Ex Libris”** means the Ex Libris or other Clarivate entity listed in the Order.

**“Ex Libris Services”** means, collectively, SaaS Services and any other solutions and services provided by Ex Libris under the 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.).

**“FTE Students”** (*used only for campusM*) means the figure that represents the Full Time equivalence of the total number of all students attending the Client’s institution in each academic year.

**“Full Time”** means that a student attends the Client’s institution for a minimum of 24 weeks study in any one academic year.

**“Go Live Date”** means the date on which the Client first uses the SaaS Service for commercial or production purposes, or makes the SaaS Service generally available to Client’s users, or uses the SaaS Service in any way beyond testing.

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

**“Mobile App”** means any mobile applications interfacing with the campusM Services which are made available to the Client for sublicense to its Authorized Users during the Term.

**“Named Users”** means, Client’s users that have been entitled by the Client with unique login credentials to the SaaS Service. Named Users may include Client’s employees, library student assistants, temporary staff, consultants, or contractors.

**“Personal Information”** means personal information of Client’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.

**“SaaS”** means Software as a Service.

**“SaaS Service”** means the SaaS Service(s) listed on the Order under the caption “Products”.

**“Software”** (*used only for campusM*) means any software licensed by Ex Libris to the Client in connection with the Services, including, without limitation, the AEK, Mobile Apps and any Ex Libris software installed onsite at the Client.

**“Subscription”** means the right to access and use the functionality of the Ex Libris Services, subject to the terms of the Agreement.

**“Subscription Effective Date”** has the meaning set forth in the Payment Terms portion of the Order.

**“Subscription Fee”** means, with respect to the relevant Ex Libris Service, the subscription fee set forth on the Order, as updated from time to time in accordance with the terms of the Agreement.

**“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.).

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