

## SaaS Service Level Agreement (the "SLA") for Ex Libris SaaS Services

### 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 99.75%, as measured over any calendar year. Ex Libris shall either publish on a quarterly basis or make available to Client 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 Client 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 at 20:00 (8PM) and Sunday 06:00 (6AM) according to the time zone in which the relevant Ex Libris data center is located.

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 Client'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 Client, its permitted users or any third party acting on their behalf, or to the Client's or any third party's equipment, software or other technology; (iii) SaaS Service unavailability caused by the suspension and termination of the Client'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 Client (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 Client shall be entitled to terminate the Subscription immediately, without Ex Libris incurring any liability arising from the fact of such termination. The Client is liable for Subscription Fees only up to the date of termination. The Client'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 Client 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 Client 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 Client: (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 Client maintaining the connectivity (with acceptable bandwidth) of the workstations and end Clients to the main internet, including network connectivity to the SaaS Service, and connectivity between the SaaS Service and the Client'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. Client 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](mailto:24X7hub@exlibrisgroup.com).

### 5.2. Ex Libris Response to Support Cases:

Response Level	Description	Initial Response
I	<ul style="list-style-type: none"> <li>The SaaS Service is not available</li> </ul>	1 hour
II	<ul style="list-style-type: none"> <li>An inoperable production module</li> </ul>	2 hours
III	<ul style="list-style-type: none"> <li>Other production performance related issues, typically a module feature working incorrectly</li> </ul>	1 business day
IV	<ul style="list-style-type: none"> <li>Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests</li> </ul>	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 Client and available for Client to view via a designated link on the Client 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 Client 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 the relevant region, i.e., the Americas, EMEA (Europe, Middle East and Africa) or Asia Pacific, as the case may be; 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:

- Performance related issues: within two (2) business days.
- Non-performance related matters, including: general questions, requests for information, documentation questions, and enhancement requests: within four (4) business days.

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