CONTRACT AMENDMENT NO. 1

AMONG THE COMMONWEALTH OF VIRGINIA,

UNIVERSITY OF MARY WASHINGTON, PROQUEST LLC AND EX LIBRIS (USA) INC.

This Contract Amendment No. 1 (this "**Amendment**") is made as of the 23rd day of June, 2016 (the "**Amendment Effective Date**"), by and among the Commonwealth Of Virginia, University Of Mary Washington, with offices at 1301 College Avenue, Fredericksburg, VA 22401-5300 ("**UMW**" or "**Customer**"), ProQuest LLC ("**ProQuest**") and Ex Libris (USA) Inc. ("**Ex Libris**").

WHEREAS, UMW and ProQuest have entered into Contract # UCPUMW 15-437 dated 11th December 2015 (the "**Contract**"), which includes, among other documents, (a) Attachment I thereto ("**Attachment I**"), (b) Contract Form Addendum to Contractor's Form dated November 4, 2015 (the "**University of Mary Washington's Contractor's Form Addendum**") and (c) ProQuest's Terms and Conditions (the "**ProQuest Terms**") pursuant to which ProQuest has granted, and Customer has accepted, a license or subscription to use the ProQuest services set forth in Annex A hereto (the "**Replaced Services**") [and certain other ProQuest services (the "**Continuing ProQuest Services**")], all in accordance with the terms and conditions set forth in the Contract. In the event of conflict, the order of precedence shall be, University of Mary Washington Contract Form Addendum, this Amendment No. 1 including all attached Annexes, the Contract UCPUMW 15-437 and the ProQuest Terms.

WHEREAS, further to the recent acquisition of Ex Libris by ProQuest, the parties to this Amendment agree that in lieu of Customer's current or future subscription of the Replaced Services from ProQuest, Customer shall receive a subscription to Alma and the other SaaS Services set forth in Annex A to this Amendment from Ex Libris upon the terms set forth herein;

WHEREAS, the terms of this Amendment shall, as set forth herein, amend the Contract solely with respect to the SaaS Services that replace the Replaced Services, it being understood and agreed that Customer's subscription to any Continuing ProQuest Services under the Contract remains in effect in accordance with its terms;

WHEREAS, Ex Libris has the right to grant a subscription to the SaaS Services set forth in Annex A to this Amendment, as such Annex A may be amended from time to time (in a writing signed by both parties) by the addition of additional services (collectively, the "**SaaS Services**");

WHEREAS, Customer wishes to subscribe to access and use the SaaS Services from Ex Libris on a Software as a Service basis ("**SaaS**"), and to receive services from Ex Libris, and Ex Libris wishes to provide such a subscription to Customer via SaaS and to provide services to Customer, all subject to the terms of this Amendment;

WHEREAS, Ex Libris' quotation for the SaaS Service (the "**Initial Quotation**") based on the pricing set out in the Contract is appended hereto as Annex B and made a part hereof, all subject to the terms of this Amendment; and

WHEREAS, Subject to Customer's agreement, Ex Libris may subsequently attach additional quotations for additional services, setting forth prices applicable to this Amendment (the "**Additional Quotations**") to be appended hereto as annexes and made a part hereof upon Customer's signature (the Initial Quotation and Additional Quotations, if any, will be collectively referred to as the "**Quotations**").

1. APPLICATION OF CONTRACT DOCUMENTS

The provisions of the ProQuest Terms shall apply to Ex Libris and its provision of the SaaS Service, except to the extent modified or supplemented by this Amendment or otherwise not relevant to library management and discovery services. Attachment I shall apply to Ex Libris and its provision of the SaaS Service to the extent any pricing, training and other provisions reflected therein are set out in the Annexes hereto. The University of Mary Washington's Contractor's Form Addendum shall apply to this Amendment.

2. SUBSCRIPTION TO SaaS SERVICES

2.1.   In consideration of the full payment of the annual subscription fee (the "**Subscription Fee**") for the SaaS Service, as set forth in the Quotations, and subject to all the terms and conditions hereof, Ex Libris hereby grants to Customer the right to access and use the functionality of the SaaS Service (the "**Subscription**"), as outlined in the Quotations (including, without limitation, any limitation of use to specific locations and named users and other use and access restrictions as set forth in the Quotation), during the corresponding subscription period, as well as (i) related materials such as Documentation (as defined below) to the extent then available, and (ii) if applicable, third party data that may be accessed via the SaaS Service ("**Licensor Data**"), all made available to Customer in conjunction with and under the terms and conditions of this Amendment.

2.2. As between the parties, all rights, title and interest, including without limitation, patent rights, copyrights, trade secrets, trademarks, service marks and other intellectual property rights, and any goodwill associated therewith, in and to the SaaS Service, related Documentation and all reproductions, derivatives, corrections, modifications, enhancements and improvements thereof, including data related to the usage thereof, 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.

3. SERVICE LEVEL; MAINTENANCE AND SUPPORT; OTHER PROVISIONS

3.1. Ex Libris will make the SaaS Services 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 maintenance and 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.

3.2. Except to the extent expressly provided in a Quotation, the above maintenance and support services do not include on-site services or training. If Customer requests such services, Ex Libris shall provide them and invoice Customer at its standard daily rates plus travel and subsistence expenses.

3.3. Provisions applicable to a specific SaaS Service may be set forth in Annex F hereto, and/or in the relevant Quotation, and form a part of this Amendment.

4. IMPLEMENTATION AND OTHER SERVICES

4.1. In consideration of the full payment of the Implementation Fee as set forth in the Quotation, Ex Libris shall provide the Customer the implementation services as specified in Annex E attached hereto (the "Implementation Services"). Additional implementation services, if requested by Customer, may be specified in the Quotation together with an additional implementation fee. The parties will mutually agree upon a suitable implementation schedule for the above specified services.

4.2. Customer agrees to perform the tasks assigned to it in the Implementation Services. It is understood that effective communications and cooperation between Ex Libris and the Customer are essential ingredients to the success of the Implementation Plan. To such end, each Party shall designate a project coordinator who will serve as principal contact for the technical and business communications with respect to the Implementation Plan.

4.3. If the Customer uses non-Ex Libris programs ("Third Party Programs") that interoperate with the SaaS Service, the Customer acknowledges that Ex Libris may allow the providers of such Third Party Programs to access Customer Data as required for the interoperation and support of such Third Party Programs. Ex Libris shall not be responsible for any such disclosure, modification or deletion of Customer Data resulting from any such access by Third Party Program providers.

5. CHARGES AND PAYMENTS

5.1. The total annual Subscription Fee for the use of the SaaS Service, as well as the fee for 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 is non-refundable. Following the Initial Three (3) Year Term, 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 2% per year for the relevant scope/parameters specified in the Quotations.

5.2. Upon the Subscription Effective Date of a SaaS Service, the prorated portion of the annual subscription fee paid by Customer for the remaining part of the then-current annual term of the Replaced Service, if any, shall be applied to the annual Subscription Fee for that SaaS Service.

5.3. For thirty (30) days following the Go Live Date (as defined below) ("Additional Use Period"), Customer may, subject to full payment of the Subscription Fee for the SaaS Service, continue to use the Replaced Services subject to the terms of the Contract. Upon expiry of the Additional Use Period, (a) Customer shall stop using the Replaced Services and (b) all license, access and other rights granted under the Contract and any obligations of the parties with respect to the purchase or provision of the Replaced Services will automatically terminate. For the sake of clarity, any Continuing ProQuest Services shall continue in accordance with the terms of the Contract (including, without limitation, with respect to ProQuest databases and subscriptions and provisions regarding pricing thereof) and will remain unaffected by this Amendment. For purposes of this Amendment, **"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.

5.4.   All prices and fees stated in this Amendment 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. So long as the Customer does not withhold any taxes from its payments and is and remains fully tax exempt and provides acceptable certification of such status, no taxes will be added to the price.

6. DOCUMENTATION

Ex Libris shall supply in electronic format at no cost to Customer, all standard materials published by and then available for use by subscribers to the SaaS Service, including manuals and other relevant materials and documentation (**"Documentation"**). Customer may print or copy Documentation as needed, provided all copyright notices are included and distribution of said copies complies with the confidentiality provisions of this Amendment. Customer may duplicate Documentation provided by Ex Libris only for use by Customer or its agents, and with the inclusion of Ex Libris copyright notices contained therein.

7. LICENSOR DATA

Ex Libris does not assume any responsibility in respect of (i) access to and/or violation of copyright, privacy, database rights or trademark protection of any Licensor Data, third-party data or information resources stored with, or accessible through, the SaaS Service (including data made available by or on behalf of customers); (ii) the content or accuracy of Licensor Data or data posted by or on behalf of customers; and (iii) adverse effects, if any, due to any modification or adaptation made by Customer in the SaaS Service without Ex Libris' express and prior written consent. Licensor Data is provided "as is".

8. CUSTOMER'S UNDERTAKINGS

8.1.   Customer agrees not to (i) make the SaaS Service or the 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 the SaaS 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 the SaaS Service, the 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 Amendment, unless Ex Libris so consents in writing; (iii) reverse engineer, decompile or disassemble the SaaS Service or any components thereof except as permitted by law; (iv) violate or abuse the password protections governing access to and use of the SaaS 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 SaaS Service, the Licensor Data and/or the Documentation; (vi) use any robot, spider, scraper, or other automated means to access the SaaS Service or the Licensor Data for any purpose without Ex Libris' written consent; (vii) use or display SaaS Service logos differing from Ex Libris' own without Ex Libris' prior approval, which shall not be unreasonably withheld; (viii) store information or materials in the SaaS Service that violates a third party's rights or breaches applicable law; and/or (ix) use the SaaS 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 SaaS Service, the Documentation and related materials confidential, and may disclose the SaaS Service and related materials to its employees or agents to the extent that such disclosure is necessary to Customer's use of the SaaS 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 the SaaS Service that is not expressly permitted by this Amendment or the Documentation. Specifically, but without limitation, Customer undertakes to refrain from performing penetration tests or using the SaaS Service in any manner other than in the ordinary course of Customer's regular activities.

8.4.   Customer will be responsible for any third party claim alleging that information stored in the SaaS Service by or on behalf of Customer violates a third party's rights or breaches applicable law.

8.5.   In order to allow for proper implementation and operation of the SaaS 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 which is provided by Customer to Ex Libris in connection with the SaaS Service, including, without limitation, information which Customer stores, or provides to Ex Libris for storing, in the SaaS Service.

9.2.   The Customer shall own all rights, title and interest in and to all of the Customer Data. Ex Libris Confirms that Customer Data will be stored within data centers located within the United States.

9.3.   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.

9.4.   Customer acknowledges that use of the SaaS Service may involve providing personal information about Customer's permitted users, such as its staff and patrons, and other third parties to Ex Libris (**"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 Amendment, access, modify and delete Personal Information that Ex Libris is storing.

9.5.   Each party shall comply with all applicable laws and regulations (including without limitation privacy laws and regulations) regarding the collection, use, transfer and processing of Personal Information in connection with the Services. Ex Libris may utilize its Affiliates in the performance of its obligations under this Amendment.

9.6.   Ex Libris shall not use the Personal Information for any purpose except in the performance of this Amendment and to provide Support Services to Customer and its permitted users.

10.   TERM AND TERMINATION

10.1.   This Amendment shall be effective upon the Amendment Effective Date and shall expire thirty (30) days after the expiration or termination of the last remaining Subscription hereunder. The Subscription for each SaaS Service shall be effective upon the Subscription Effective Date set forth on Annex C for such SaaS Service. Notwithstanding any right of early termination under the Contract, 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 for the initial SaaS Services purchased under this Amendment may be renewed by Customer at the then-applicable Subscription Fee for up to seven successive one (1) year terms (each, a **"Renewal Term"**, and together with the Initial Term, the **"Term"**) upon notice to Ex Libris at least sixty (60) days prior to the end of each relevant term of the Subscription, unless (a) Ex Libris provides Customer with written notice not less than sixty (60) days prior to the end of any term of a Subscription of its intent not to renew that Subscription, or (b) the Amendment and/or the applicable Subscription is terminated in accordance with the terms of this Amendment. If Customer shall continue to use the SaaS 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. With respect to additional SaaS Services ordered in the future, the term shall be as set forth in the relevant quotation and amendment.

10.2.   Customer may terminate this Amendment and/or the applicable Subscription, effective upon Ex Libris receipt of written notice, if Ex Libris fails to fulfill any of its material obligations hereunder 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.

10.3.   Ex Libris may terminate this Amendment 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 otherwise fails to fulfill any of its material obligations hereunder 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 shall survive any such termination of this Amendment by Ex Libris, without waiver of any other 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 2.2, 8, 10, 11.1 and 12 of this Amendment and Sections 13 through 16 of the ProQuest Terms, 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 Amendment.

10.6. To the extent that performance by the Customer may be dependent upon the appropriation and allocation of funds by the Commonwealth of Virginia, should funds adequate to fulfill the payment obligations under this Amendment not be appropriated and allocated to the Customer, the Customer shall have the right after the end of the initial year of this Amendment to terminate this Amendment on ninety (90) days prior written notice, provided that the University shall pay any amounts owed for the SaaS Services and other services provided through the date of termination and shall use reasonable efforts to restore or arrange for new funding. Customer is not aware of any current impediment to receiving all sufficient funding necessary for performance of this Amendment in full.

11. STATEMENT OF CONFIDENTIALITY; USE OF NAME IN PUBLICITY

11.1. 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 Amendment are proprietary and confidential to ProQuest and Ex Libris and may not be copied, disclosed, or used, in whole or in part, without its express written permission. Notwithstanding the foregoing, Customer shall be entitled to post the terms and conditions of this Amendment on its portal, excluding the Annexes and commercial terms (such as pricing and payment terms) which shall be considered proprietary.

11.2. Ex Libris may use Customer's name on its website and in its promotional materials as a customer of the SaaS Service, but will not imply that the parties are affiliated.

12. GENERAL

12.1. 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.

12.2. Neither party hereto may assign its rights and obligations under this Amendment 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.

12.3. The development, release, and timing of any new features or functionality of the SaaS Service remains at Ex Libris' sole discretion. The Customer acknowledges that it has not relied on the delivery of any future feature or functionality in executing this Amendment.

12.4. The Contract (to the extent set forth in Section 1), the University of Mary Washington's Contractor's Form Addendum, the ProQuest Terms, this Amendment, the documents incorporated by reference herein 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. 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.
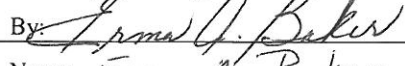
12.5. Any purchase order entered into between the parties shall be deemed to incorporate the terms of this Amendment. If a purchase order contains terms that purport to modify or supplement the terms of this Amendment then those purchase order terms shall have no force or effect, unless expressly agreed to in writing by both parties.

12.6. It is the intent of the parties that this Amendment allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation of the Commonwealth of Virginia may access the terms and conditions of this Amendment (excluding pricing, payment terms and other commercial terms) if authorized by Ex Libris. Participation in this cooperative procurement is strictly voluntary. If authorized by Ex Libris, the terms and conditions of this Amendment (excluding pricing, payment terms and other commercial terms), amended to the extent reasonably necessary, will be extended to the entities indicated above to purchase SaaS Services and other services from Ex Libris. As a separate contractual relationship, the participating entity and Ex Libris will independently negotiate the pricing, payment terms and other commercial terms and the particular services to be provided and such entity shall separately place its own orders directly with Ex Libris and shall fully and independently administer its use of these terms and conditions, including without limitation, contractual disputes, invoicing and payments without administration from the Customer. Any modification of these terms and conditions agreed between Ex Libris and

a participating entity will apply solely between the participating entity and Ex Libris. Neither Ex Libris nor Customer shall be liable to the other for any default, costs or damages incurred in connection with any other participating entity as a result of any extension of these terms and conditions to other entities and the Customer is not responsible for the acts or omissions of any such entity.

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

The Commonwealth Of Virginia, University Of Mary Washington

By: *Erma A. Baker*

Name: *Erma A. Baker*

Title: AVP & CPO

Date: 6/23/16

Ex Libris (USA) Inc.

By: _____

Name: SAGIT HALPERN

Title: VP FINANCE

Date: 6/21/2016

ProQuest LLC

By: _____

Name: SAGIT HALPERN

Title: VP FINANCE

Date: 6/21/2016

LIST OF ANNEXES

ANNEX A

Replaced Services and SaaS Service(s)

Replaced Services (to be replaced by the SaaS Service(s) below):

Intota Assessment
Intota-E, including e-resource management and DDA management
Intota Selection, Acquisitions and Description
Intota Fulfillment
Summon
360 Link

SaaS Service(s):

Alma
Alma Standard Sandbox
Primo SaaS
Primo Standard Sandbox

Please see Ex Libris' Customer Portal for descriptions of the features and functionalities currently included in the above SaaS Services.

ANNEX D

SaaS Service Level Agreement
(the "SLA")

A. For Programs 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 Amendment at an annual Uptime Percentage (defined below) of at least 99.5%, as measured over any calendar year. Upon request, Ex Libris shall provide the Customer with 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 Amendment. 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 8PM and Sunday 6AM US Central 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 Amendment 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 Amendment; 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 Amendment, 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	▪ The SaaS Service is not available	1 hour
II	▪ An inoperable production module	2 hours
III	▪ Other production performance related issues, typically a module feature working incorrectly	1 business day
IV	▪ 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 North America; 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

Ex Libris Alma and Primo Implementation Services with Cohort Implementation

Overview

Ex Libris Alma institution:	One
Ex Libris Alma sandbox:	One Standard Sandbox
Ex Libris Primo institution:	One
Ex Libris Primo sandbox:	One Standard

Implementation Services described in this annex are applicable to single standalone Alma institutions that choose to implement Alma using the cohort implementation model. All institutions that participate in cohort implementation will start and complete implementation process together using shared implementation project plan. Implementation duration is expected to be 3 months and all institutions participating in the cohort will Go Live and Switch to Support together. If the Customer would like to extend the implementation timeline beyond the agreed cohort timeframe, negotiation regarding the extended schedule and related costs will be conducted.

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
   - Data harvesting and indexing
   - Integration with Alma as a source system for delivery and link resolver services

1. **Project management, training, customer assistance**
   1.1. Services provided:
   - Cohort Kick-off meeting (Web-based)
   - Regular cohort project meetings (Web-based)
   - Reporting and tracking of cohort project progress, tasks and issues
   - Guided implementation support as part of cohort
   - Consultation via scheduled online 'office hours'
   - Alma "train-the-trainer" cohort training (Web-based)
   - Alma Administration Certification training (Web-based)
   - Primo Administration training (Web-based)
   - Peer Progress Presentations (Web-based)
   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 manager 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.
   1.5. At least one person will be required to participate in the Alma and Primo Administration Certification training and take certification exam.
   1.6. Ex Libris shall provide ongoing implementation assistance via Ex Libris CRM (SalesForce) system during the implementation project.
   1.7. Ex Libris uses Web-based project management tool (Basecamp) as major communication platform during implementation project. Customer project team is expected to use this platform following guidelines provided by Ex Libris project team.
   1.8. Customer will endeavor to prepare weekly progress presentations that will be presented in "Library peer assistance" weekly meeting.

2. **Configuration**
   2.1. Includes configuration and assisting with the setup of the following functional areas within Ex Libris Alma. The specific functions 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. Standard third party integrations in Alma include:
  - User Management
    - o Uploading of user (patron) information from a Student Information System
  - Metadata Management
    - o Repository Metadata import
    - o External catalogs search via Z39.50
  - Publishing of library holdings to OCLC WorldCat (only for customers who performed publishing to OCLC WorldCat prior to Alma)
  - Fulfillment
    - o Self-Check machines (using SIP2 protocol) – if applicable
    - o Standard Resource Sharing / Interlibrary Loan (ILL] services including:
      - OCLC ILLiad (OpenURL/NCIP v.2.0) – if applicable
      - OCLC WorldCat Navigator (NCIP v.2.0) – if applicable
      - OCLC VDX (NCIP v.2.0) – if applicable
      - Relais D2D (OpenURL/NCIP v.2.0) - if applicable
      - Innovative INN-Reach (NCIP v.1.0) - if applicable
      - ISO – Communication between Alma and another resource sharing (Alma or non-Alma) system
  - Acquisitions (only for customers using these integrations in their current system)
    - o EOD (Embedded Order Data) import
    - o Setup for Electronic Data Interchange (EDI) messages used to communicate with the vendors (sending of orders, import of invoices) - supported for vendors using EDI version EAN008
    - o Exporting of invoices for payment to the institutional ERP (Enterprise Resource Planning) / financial system
    - o Receiving invoice payment confirmation from an ERP (Enterprise Resource Planning) / financial system
  - Staff Authentication - the following 3 options are available:
    - o Lightweight Directory Access Protocol (LDAP)
    - o SAML 2.0 protocol
    - o Central Authentication Service (CAS)
  - End-User Patron Authentication – for data privacy reasons end-user authentication must be performed via standard institutional identity management system (i.e. Lightweight Directory Access Protocol/LDAP, CAS, or SAML 2.0)

2.3. Configuration includes set up of the following areas within Ex Libris Primo:
  - Institutional view with standard search box, scopes, facets and resource types
  - Integration with Alma
    - o As a data source (for publishing)
    - o For delivery (availability, request, link resolution)
    - o Alma link resolver - includes initial and ongoing institutional holdings extraction required for Primo Central availability information
  - Course Reserve setup in Primo (if relevant data migrated to Alma)
  - Primo Central activation
  - EBSCO API integration (if applicable)
  - Authentication via direct calls to existing LDAP, Shibboleth, CAS

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 (for new Primo customer).

2.6. Ex Libris will copy over all relevant configuration of customer existing Primo and adjust relevant parameters for integration with Alma (for existing Primo customer).

2.7. 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.

2.8. Third party integrations not mentioned above can be configured by Customer following Go Live.

2.9. Customer is responsible for configuring branding in Primo using the standard Primo tools.

2.10. Set up of 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 include:

The following data entities will be migrated from the Customer's current ILS (VTLS Virtua) and from the Customer's current Link Resolver (ProQuest 360 Link):

- Bibliographic records (MARC21)
- Inventory
  - o Print - Item records, Holdings records
  - o Electronic - Full Text Targets, Electronic Titles
- Patrons
- Fulfillment
  - o Loans (current)
  - o Hold requests (current on hold shelf)
  - o Fines & Fees (current)
  - o Aggregate historical circulation statistics (loan count and last loan date at item-level)
- Acquisitions
  - o Print - item-level notes with order/invoice tracking info from VTLS (for staff reference). This approach will be finalized during the initial implementation.

3.3. Authority Data - Alma Community Zone includes global authorities (local authorities files may be loaded using Alma standard tools post go-live).

3.4. Ex Libris will:

- Provide migration guides and forms
- Perform data extract from ExLibris 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.

3.5. Customer will:

- Provide input via migration forms
- 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

3.6. 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. "**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.

ANNEX F1

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 Primo Central Index Terms of Service and Primo Central 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 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 Primo Central Index), in any manner.