

**CONTRACT AMENDMENT NO. 2**

**AMONG THE COMMONWEALTH OF VIRGINIA, UNIVERSITY OF MARY WASHINGTON,  
PROQUEST LLC AND EX LIBRIS (USA) INC**

WHEREAS Ex Libris (USA), Inc. ("Ex Libris") and The Commonwealth of Virginia, University of Mary Washington ("Customer") entered into Contract Amendment No. 1 dated as of June 23<sup>rd</sup>, 2016 (the "Amendment") to Contract #UCPUMW 15-437 dated as of 11<sup>th</sup> December 2015 (the "Contract"), to receive a subscription to Alma and the other SaaS Services set forth in the Amendment, and

WHEREAS, the Parties now wish to amend the Contract to allow the Customer to subscribe to the Leganto SaaS Service for an initial Subscription Term of three (3) years, and include additional services for the adoption of Leganto,

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the Parties hereto agree to amend and modify the Agreement as follows:

1. The Parties agree to the Quotation and Payment Terms included herein as Annexes A and B.
2. The Parties agree to the Leganto Implementation Services included herein as Annex C.
3. The Parties agree to the SaaS Service-Specific Provisions included herein as Annex D.
4. All other provisions of the Agreement shall remain in full force and effect and shall remain unchanged.

Accepted, agreed and signed as of the date first set forth above on this Amendment:

**CUSTOMER:**

By: Paul Messplay  
Name: Paul Messplay  
Title: VP Administration + Finance  
Date: 3/26/19

**Ex Libris (USA), Inc:**

By: Eric C. Hines  
Name: ERIC C. HINES  
Title: President of Ex Libris NA  
Date: 3/26/19

## ANNEX A

### Initial Quotation and Additional Quotations, if any

#### LEGANTO

1. Fees

(a) Annual Fees

(i) The initial annual Leganto Subscription Fee: \$15,369

(ii) Standard Leganto Sandbox: included as part of the Leganto annual subscription; Includes up to 1,000 reading lists, except for the files loaded by Customer to Leganto repository

(b) Initial Fees

(i) Implementation Fee: \$14,850

(c) Copyright Clearance Fees (Variable)

(i) Ex Libris will process Restricted Content as set forth below only if Customer has requested copyright clearance processing from Ex Libris. Copyright Clearance Fees means royalties and third-party transaction fees required to allow students to access (through Leganto) content that the Customer does not have the right to make available without payment ("Restricted Content"). The amount of such Fees is not fixed and is equal to the amount that the rights holders and processors charge Ex Libris for Customer's students' access to Restricted Content, and will depend upon the extent to which Restricted Content is actually accessed by those students.

2. Access and Use Restrictions:

Usage of the SaaS Service is limited to:

(a) A subscription for up to 4,700 FTE's of University of Mary Washington, wherever in the world such individuals may be located, provided that to the extent such individual accesses the SaaS Services from outside of Customer's jurisdiction, Customer shall ensure that it is entitled to transfer any relevant Customer Data and Personal Information from and to any such individual user's location under privacy laws applicable to such transfers. Any use of Leganto by any other individuals or any additional FTE's is strictly prohibited and constitutes a material breach of this Agreement.

(b) The total size of all files loaded by Customer to the Leganto repository shall not exceed 500GB.

## ANNEX B

### Payment Terms

#### LEGANTO

1. Annual Subscription Fee: The initial Subscription Fee is for the one-year period commencing on the Leganto Implementation Kick-Off Date (the “**Subscription Effective Date**”), and each subsequent Subscription Fee is for the one-year period commencing on each anniversary thereof. The Subscription Fee is due on the Subscription Effective Date and on each anniversary thereof. The Leganto Subscription Fee may be pro-rated to align with the Customer’s Alma and Primo Subscription Fee upon Customer request.
2. Increase in Scope of Subscription: In the event the scope of the Subscription is extended beyond the Access and Use Restrictions initially set forth on the Quotation, the annual Subscription Fee shall be increased proportionally from the time said extension is granted by Ex Libris, without regard to the annual cap on increases set forth in Section 4.1.
3. Implementation Fee: 50% of the Implementation Fee is due on the date of amendment signature; and 50% of the Implementation Fee is due on the Go-Live Date.
4. Other Services: Other special services, if any, ordered by the Customer, are payable against Ex Libris’ corresponding monthly invoices.
5. Note: All Ex Libris invoices are payable within thirty (30) days of the date of receipt of invoice. Payment of the fees specified in the Quotation shall be made without deduction or withholding of any amount, tax or government charge. Late payments shall bear interest at the rate of 1.5% per month or the highest lawful rate, whichever is lower.
6. Travel and Expenses: Reasonable travel, lodging and meal expenses incurred by Ex Libris in the performance of services are not included in prices quoted. Any and all travel related expenses or incidentals shall be billed in accordance with the then current Commonwealth of Virginia Travel Regulations.
7. Copyright Clearance Fees: If the Customer has requested copyright clearance processing from Ex Libris and has elected to pay for its students’ actual access (through Leganto) to Restricted Content, then, at the close of each calendar quarter, Ex Libris will invoice the Customer for the Copyright Clearance Fees. If the Customer has requested copyright clearance processing from Ex Libris but has not elected to pay for its students’ actual access to Restricted Content, then each student will be charged the Copyright Clearance Fees at the time the Restricted Content is first accessed by the student. At that time the student will also pay any payment processing fees that may be charged by the payment processing service (currently, PayPal).

## ANNEX C

### Ex Libris Leganto Implementation Services

#### Overview

Implementation Services described in this annex are applicable to single standalone Leganto institution. Implementation duration is expected to be 6 weeks. If the Customer would like to extend the implementation timeline beyond the agreed timeframe, negotiation regarding the extended schedule and related costs will be conducted.

Leganto implementation services covered by this Agreement include:

1. Project management, training, customer assistance
2. Configuration
3. Data migration

#### 1. Project management, training, customer assistance

##### 1.1. Services provided:

- Kick-off meeting (Web-based)
- Regular project meetings (Web-based)
- Reporting and tracking of project progress, tasks and issues
- Guided implementation support
- Implementation project team training (Web-based recorded)

1.2. Ex Libris shall perform all project management and customer assistance.

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. Ex Libris shall provide ongoing implementation assistance via Ex Libris CRM (Salesforce) system during the implementation project.

1.5. 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.

1.6. Ex Libris shall provide recorded web-based training material for library staff and instructors training (training of library staff and instructors will be the responsibility of the Customer).

#### 2. Configuration

2.1. Includes configuration and assisting with the setup of the functional areas within Ex Libris Leganto.

2.2. Standard third party integrations in Leganto include integration with Alma, Primo and the institution's Course Management System which is LTI-compliant:

2.2.1. Ex Libris shall perform Leganto integration with Alma and Primo

2.2.2. Ex Libris shall provide guidelines for Leganto integration with Canvas based on Learning Tools Interoperability (LTI) standard

2.3. Ex Libris shall perform all configuration of Leganto (other than third party integrations) based on Customer input in Ex Libris-provided form/workbook.

2.4. Customer shall provide feedback based on end-to-end review of Leganto functionality in the agreed and defined time frame.

2.5. Customer is responsible for configuring all third party integrations (other than Alma and Primo).

2.6. Third party integrations not mentioned above can be configured by customer following the Go Live Date.

#### 3. Migration

3.1 Data migration includes two rounds (test and cutover).

3.2 The following data entities will be migrated into Leganto:

- Course Information
- Reading lists

3.3 Ex Libris will:

- Provide migration guides and forms
- Migrate reading lists data (in case the customer will provide reading lists data in the Leganto-supported structured format).

- Provide guidelines for reviewing migrated data in Leganto
- Provide support during the migration and review period

3.4 Customer will:

- Provide input data (courses & reading lists) in a format supported by Leganto
- Review and test data migrated to Leganto and provide feedback in the defined time frame
- In case additional patrons are needed for Leganto implementation which are not loaded in Alma, customer may load them using standard Alma tools
- Courses, Reading lists and Citations not included in the cutover migration may be loaded/added by customer following Go Live in the formats and methods supported by Leganto.

## ANNEX D

### SaaS Service-Specific Provisions

Provisions that apply specifically to Leganto

#### 1. Leganto Digital Object Storage

- 1.1. If Customer subscribes to Leganto, the following additional terms apply to the storage capability provided to Customer for course-related Digital Object Files which Customer chooses to attach to reading list citations (“Leganto Digital Object Storage”).
- 1.2. Leganto utilizes Amazon’s Simple Storage Service (S3) solely for storing such course-related Digital Object Files which Customer chooses to attach to reading list citations (“Leganto Digital Object Files”). The Amazon S3 Region (storage location) used to store the Customer’s Leganto Digital Object Files will match the Customer’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, Customer acknowledges and agrees that:
  - (i) Customer 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) Customer 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. These currently include the following:
    - Leganto Digital Object Files are stored across multiple devices for redundancy.
    - Amazon S3 regularly verifies the integrity of Leganto Digital Object Files stored using checksums.
    - If Amazon S3 detects data corruption, it is repaired using redundant data. In addition, Amazon S3 calculates checksums on all network traffic to detect corruption of data packets when storing or retrieving data.
    - Amazon S3’s versioning capability, allowing customers to request restoration of Leganto Digital Object Files for up to 30 days from a previous version.
  - (iv) Customer 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 foregoing provisions of Section 1 of this Annex do not apply to aspects of the Leganto service other than the Leganto Digital Object Storage capability hosted by Amazon.