SaaS SUBSCRIPTION AGREEMENT No. 2025-P-00295

This SaaS Subscription Agreement ("**Agreement**") is made as of the 6 day of **May**, 2025 (the "**Agreement Effective Date**"), by and between Ex Libris (Deutschland) GmbH, a company organized under the laws of Germany having its main office at Ottenser Hauptstrasse 2-6 c/o REGUS Business Centre 22765 Hamburg, Germany ("**Ex Libris**"), and Lithuanian University of Health Sciences, an institution organized under the laws of Lithuania and having its main office at A. Mickevičiaus g. 9, LT-44307 Kaunas, Lithuania ("**Customer**").

WHEREAS, a list of defined capitalized terms appears in Annex G hereto.

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

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

WHEREAS, to the extent Customer is a user of Current Software pursuant to one or more software license or subscription agreement(s) between Customer, on the one hand, and Ex Libris and/or an Affiliate thereof, on the other hand ("**Current Agreement(s)**"), as set forth in Annex A, Customer wishes to replace the Current Software with a subscription to the SaaS Service(s) hereunder;

WHEREAS, Ex Libris' quotation for the SaaS Service (the "**Initial Quotation**") is appended hereto as Annex B and made a part hereof, all subject to the terms of this Agreement; and

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

NOW, THEREFORE, the parties hereby agree as follows:

1. SUBSCRIPTION TO SaaS SERVICES

1.1.   In consideration of the payment of the annual Subscription Fee for the SaaS Service, as set forth in the Quotations, and subject to all the terms and conditions hereof, Ex Libris hereby grants to Customer the right to access and use the functionality of the SaaS Service, as outlined in the Quotations (including, without limitation, any limitation of use to specific locations and Named Users and other use and access restrictions as set forth in the Quotations), during the corresponding subscription period, as well as (i) related materials such as Documentation (as defined below) to the extent then available, and (ii) if applicable, Licensor Data that may be accessed via the SaaS Service.

1.2.   As between the parties, all rights, title and interest, including without limitation, patent rights, copyrights, trade secrets, trademarks, service marks and other intellectual property rights, and any goodwill associated therewith, in and to any Ex Libris Service, related Documentation and all reproductions, derivatives, corrections, modifications, enhancements and improvements thereof, including anonymized statistical data derived from the usage of the Ex Libris Service, are and will remain at all times owned by Ex Libris. Other than the rights explicitly granted to Customer hereunder, all rights are reserved to and shall remain solely and exclusively proprietary to Ex Libris.

2. SERVICE LEVEL; SUPPORT; OTHER PROVISIONS

2.1.   Ex Libris will make the SaaS Service available to Customer in accordance with the SaaS Service Level Agreement set forth in Annex D (the "**SLA**"). In addition, Ex Libris shall provide Customer with ongoing support services relating to the SaaS Service, as specified in the SLA (the "**Support Services**"). Ex Libris will provide access to all appropriate documentation for fixes, releases, or upgrades to the SaaS Service. For the sake of clarity, Support Services do not include on-site services.

2.2.   Provisions applicable to a specific Ex Libris Service may be set forth in Annex F hereto, and/or in the relevant Quotation, and form a part of this Agreement.

3. IMPLEMENTATION AND OTHER SERVICES

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

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

3.3.   If Customer uses non-Ex Libris programs or services (**"Third Party Programs"**) that interoperate with the Ex Libris Service, Customer acknowledges that such Third Party Programs may access Customer Data on and exchange data with the Ex Libris Service as part of the interoperation and support of such Third Party Programs. Ex Libris shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such data access or exchange by Third Party Programs.

3.4.   If Customer wishes to order additional training or other professional services, Ex Libris shall provide a quotation in accordance with its standard daily rates plus travel and subsistence expenses.

4. CHARGES AND PAYMENTS; CURRENT SOFTWARE

4.1.   The total annual Subscription Fee for the use of the Ex Libris Service, as well as the fee for other services, if any, is as set forth in the Quotations and is payable in the currency set forth therein. Payment is due as set forth in Annex C and, except as otherwise expressly set forth herein, is non-refundable.

4.2.   All prices and fees stated in this Agreement and any Quotation exclude all applicable value added tax or any other direct or indirect tax, charge, duty or assessment, all of which shall be added to the fees and paid by Customer (except for taxes based upon Ex Libris' net income). Payment of the fees specified in the Quotation shall be made without deduction or withholding of any amount, tax or government charge. If the Customer is a tax-exempt institution, the Customer will supply Ex Libris with appropriate certification of its tax-exempt status within ten (10) days of the Agreement Effective Date and will promptly notify Ex Libris of any change to such status.

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

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

4.3.2.   During the Additional Use Period, Customer may, subject to full payment of the Subscription Fee for the SaaS Service, continue to use the Current Software subject to the terms of the relevant Current Agreement; provided that any support and maintenance services relating to the Current Software under such Current Agreements shall terminate upon the Go Live Date. Upon expiry of the Additional Use Period, (a) Customer shall stop using the Current Software, (b) the Current Agreements shall terminate with respect to the Current Software and (c) all license, access and other rights granted to Customer with respect to the Current Software will automatically terminate. With respect to any SaaS Service for which the Subscription is continuing from a Current Agreement, this Agreement shall supersede and replace the Current Agreement as of the Agreement Effective Date and shall exclusively govern the continued use of such SaaS Service.

5. DOCUMENTATION

Ex Libris shall make available in electronic format at no cost to Customer, all standard materials published by Ex Libris for use by subscribers to the Ex Libris Service, including manuals and other relevant materials and documentation, as updated from time to time (**"Documentation"**). Customer may print or copy Documentation as needed, provided all copyright notices are included and, with respect to any such materials not made publicly available by Ex Libris, distribution of said copies complies with the confidentiality provisions of this Agreement.

6. PROTECTION FROM THIRD PARTY IP INFRINGEMENT

6.1.   Ex Libris will defend Customer to the extent any claim, suit, action or proceeding (each, a **"Claim"**) brought by any third party against Customer alleges that the Ex Libris Service infringes or misappropriates any copyright, trade secret or trademark, and shall pay any amounts awarded by a court pursuant to such Claim or

amounts paid to settle the Claim. Ex Libris' obligation pursuant to this paragraph shall not extend to any Claim based on any alleged infringement arising from any use of the Ex Libris Service other than as permitted by this Agreement.

6.2.   The obligations set forth in the immediately preceding paragraph shall be subject to the Customer (i) giving Ex Libris prompt notice of such Claim; (ii) giving Ex Libris the sole authority to defend or settle such Claim; and (iii) providing full cooperation in such defense or settlement at Ex Libris' expense and not taking any action that prejudices Ex Libris' defense or settlement of such Claim.

6.3.   If the Ex Libris Service becomes the subject of a Claim, or in Ex Libris' opinion is likely to become the subject of a Claim, then Ex Libris may, at its expense and option, either: (a) replace or modify the Ex Libris Service to make it non-infringing, while maintaining equivalent functionality; (b) procure for Customer the right to continue using the Ex Libris Service pursuant to this Agreement; or (c) terminate this Agreement and refund to Customer, on a pro-rata basis, the amount of any Subscription Fee that Ex Libris has received from Customer for the period between the effective date of termination of the Agreement and the expiration of the subscription period for which the Subscription Fee has been paid.

7.   **LIMITATION OF LIABILITY**

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

7.2.   In no event shall Ex Libris be liable for indirect, incidental, special, punitive or consequential damages or for cover or for loss of revenues or profits arising from or relating to this Agreement, even if Ex Libris has been advised of the possibility of such damages. In no event shall Ex Libris' aggregate liability arising from or relating to this Agreement exceed an amount equal to the total amount of Subscription Fees actually paid by Customer for the relevant Ex Libris Service during the twelve (12) months prior to the first incident out of which liability arose. The existence of more than one claim or suit will not enlarge or extend this limitation.

7.3.   Licensor Data is provided "as is". EX LIBRIS' WARRANTIES AND REPRESENTATIONS ARE LIMITED TO THOSE SET FORTH HEREIN, AND IT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE EX LIBRIS SERVICE, ANY OTHER SERVICES AND ANY DATA ACCESSED THROUGH SUCH SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EX LIBRIS MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF ANY SUCH SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

8.   **CUSTOMER'S UNDERTAKINGS**

8.1.   Customer agrees not to (i) make any Ex Libris Service or Licensor Data available in any way for the use or benefit of any unauthorized party and shall use commercially reasonable efforts to prevent unauthorized access to or use of such Ex Libris Service or the Licensor Data, and shall notify Ex Libris as soon as possible after it becomes aware of any unauthorized access or use; (ii) copy, modify, create derivative works from or use an Ex Libris Service, Licensor Data, the Documentation or related materials or other proprietary information received from Ex Libris, in whole or in part, other than as expressly permitted by this Agreement, unless Ex Libris so consents in writing; (iii) reverse engineer, decompile or disassemble any Ex Libris Service or any components thereof except as expressly authorized by law; (iv) violate or abuse the password protections governing access to and use of the Ex Libris Service; (v) remove, deface, obscure, or alter Ex Libris' or any third party's copyright notices, trademarks or other proprietary rights notices affixed to or provided as part of the Ex Libris Service, the Licensor Data and/or the Documentation; (vi) use any robot, spider, scraper, or other automated means to access the Ex Libris Service or the Licensor Data for any purpose without Ex Libris' written consent; (vii) use or display logos differing from Ex Libris' own without Ex Libris' prior approval, which shall not be unreasonably withheld; (viii) store information or materials in an Ex Libris Service that violates a third party's rights or breaches applicable law; and/or (ix) use an Ex Libris Service, the Licensor Data or the Documentation in a way which would violate any applicable laws, rules and regulations.

8.2.   Customer agrees to maintain the Ex Libris Service, any non-public Documentation and related materials confidential, and may disclose the Ex Libris Service and related materials to its employees, agents and users to the extent that such disclosure is necessary to Customer's use of the Ex Libris Service, provided that Customer takes reasonable steps to ensure that such information is not disclosed or distributed by such employees or agents in contravention of the provisions of this Agreement.

8.3.   Customer agrees to abide by the access and use restrictions set forth in the Quotation and Documentation, and to refrain from any use of an Ex Libris Service that is not expressly permitted by this Agreement or the Documentation. Specifically, but without limitation, Customer undertakes to refrain from performing penetration tests or using an Ex Libris Service in any manner other than in the ordinary course of Customer's regular activities.

8.4.   To the extent that any third party brings a claim against Ex Libris alleging that information provided to the Ex Libris Service by or on behalf of Customer violates a third party's rights or breaches applicable law, Customer will defend the claim and pay any resulting judgment or negotiated settlement. The obligation set forth in this Section 8.4 shall be subject to Ex Libris (i) giving Customer prompt notice of such claim; (ii) giving Customer the sole authority to defend or settle such claim; and (iii) providing full cooperation in such defense or settlement at Customer's expense and not taking any action that prejudices Customer's defense or settlement of such claim.

8.5.   In order to allow for proper implementation and operation of the Ex Libris Service, Customer shall meet and maintain the technical prerequisites set forth in the Documentation. Customer shall be solely responsible for upgrading to the then-current minimum browser requirements as defined by Ex Libris from time to time. Ex Libris shall provide Customer with no less than six months' prior written notice of any change in the minimum browser requirements.

9.   CUSTOMER DATA

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

9.2.   Ex Libris agrees during the Term to implement reasonable security measures to protect and backup Customer Data and will, at a minimum, utilize industry standard security and backup procedures.

9.3.   Customer acknowledges that use of the Ex Libris Services may involve processing of personal information about Customer's permitted users, such as its staff and patrons, and other third parties (**"Personal Information"**) and the Customer shall be responsible for having all necessary rights to collect and process or allow collection and processing of such Personal Information. As between Customer and Ex Libris, Customer retains ownership of the Personal Information and may, at any time during the term of this Agreement, access, modify and delete Personal Information that is stored in the Ex Libris Services. Ex Libris shall not use the Personal Information for any purpose other than the provision of the Ex Libris Services under this Agreement.

9.4.   Customer agrees that it will not upload to or store on the Ex Libris Services, and Ex Libris will not be liable with respect to, any sensitive personal data such as government-issued identification numbers (social security number, national identification number, driver's license number, passport number etc.), bank and credit card account numbers, race, origin, biometric data, health and medical information, student academic records, employment records or financial records, political opinions, religious or philosophical beliefs, trade union membership, genetic data or information concerning sex life or sexual orientation, and Customer will only store basic personal information necessary to operating library systems (i.e., names, postal addresses, email addresses, telephone numbers, institutional ID and loan and fines information, as applicable).

9.5.   Ex Libris shall comply with all laws and regulations (including without limitation privacy laws and regulations) applicable to its operation of the Ex Libris Services and Customer shall comply with all laws and regulations (including without limitation privacy laws and regulations) applicable to its use of the Ex Libris Services, including without limitation, the collection, use, transfer, and access by its users, of Personal Information in connection with the Ex Libris Services. Ex Libris may utilize its Affiliates in the performance of its obligations under this Agreement and shall be responsible for compliance by such Affiliates with the terms of this Agreement.

9.6.   Ex Libris will comply with the requirements of the "processor" under the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, including as implemented or adopted under the laws of the United Kingdom (**"GDPR"**) with respect to processing, on the SaaS Services, of Personal Information of individuals covered by the GDPR and as set forth in the GDPR Data Processing Addendum for Ex Libris SaaS published on Ex Libris' website (currently at: https://knowledge.exlibrisgroup.com/Cross_Product/Security/GDPR/03GDPR_Data_Processing_Addendum/Ho sted_and_SaaS_Solutions_DPA (the **"DPA"**) which DPA is incorporated herein by reference. Customer shall be and act as the "controller" (as defined in the GDPR) of all such Personal Information and shall comply with its obligations as the controller under the GDPR and as set forth in the DPA. With respect to a Customer that has its

main campus/library outside the United Kingdom or European Union ("**EU**"), Customer understands and acknowledges that such Personal Information will be hosted in the Ex Libris data center serving Customer's main campus/library, which data center may be outside of the EU.

10. TERM AND TERMINATION

10.1. This Agreement shall be effective upon the Agreement Effective Date and shall expire thirty (30) days after the expiration or termination of the last remaining Subscription hereunder. The Subscription for each Ex Libris Service shall be effective upon the Subscription Effective Date set forth on Annex C for such Ex Libris Service. The initial term of a Subscription shall expire at the end of three (3) years after the relevant Subscription Effective Date (the "**Initial Term**" of that Subscription). Following the applicable Initial Term, each Subscription shall automatically renew at the then-applicable Subscription Fee for successive one (1) year terms (each, a "**Renewal Term**", and together with the Initial Term, the "**Term**"), unless (a) Ex Libris or Customer provides the other with written notice not less than ninety (90) days prior to the end of any term of a Subscription of its intent not to renew that Subscription, or (b) the Agreement and/or the applicable Subscription is terminated in accordance with the terms of this Agreement. If Customer shall continue to use the Ex Libris Service past the applicable Subscription renewal date, Customer shall be deemed to have renewed the Subscription for the following term at the rates applicable for said new term.

10.2. Customer may terminate this Agreement and/or the applicable Subscription, effective upon Ex Libris receipt of written notice, if Ex Libris is in material breach of this Agreement and Customer has given written notice of such material breach and Ex Libris has failed to cure such material breach within thirty (30) days of such notice. In the event of such termination, Ex Libris shall refund to Customer, on a pro-rata basis, the amount of any Subscription Fee that Ex Libris has received from Customer for the period between the effective date of termination of the Subscription and the expiration of the subscription period for which the Subscription Fee has been paid.

10.3. Ex Libris may terminate this Agreement and/or the applicable Subscription, effective upon Customer's receipt of written notice, if Customer is in default in payment of any sum due hereunder or is otherwise in material breach of this Agreement and Ex Libris has given written notice of such default or material breach and Customer has failed to cure such default or material breach within thirty (30) days of such notice. Customer's obligation to pay all charges which have accrued prior to termination (including Subscription Fees payable through the end of the applicable Term) shall survive any such termination of this Agreement by Ex Libris, without waiver of any remedies Ex Libris may have at law or in equity.

10.4. Upon expiration or termination of a Subscription, Ex Libris will, upon Customer's request, make the Customer Data available to Customer for download for the thirty (30) days following such expiration or termination (the "**Termination Assistance Period**"). After the Termination Assistance Period, Ex Libris shall have no obligation to maintain or provide any Customer Data relating to the expired or terminated Subscription and will, unless legally prohibited or expressly permitted herein, delete it.

10.5. The terms of Sections 1.2, 6, 7, 8, 10, 12.1 and 13, as well as any provisions that are inherently intended to survive the termination of an agreement (e.g., definitions, indemnity, obligation of confidentiality or limit of liability) shall survive the termination of this Agreement.

11. FORCE MAJEURE

A party shall not be responsible for any failures of its obligations under this Agreement (other than obligations of such party to pay amounts owed) to the extent that such failure is due to causes beyond such party's control including, but not limited to, acts of God, war, terrorism, riots, civil unrest, acts of any government or agency thereof, fire, explosions, epidemics, quarantine restrictions, delivery services, telecommunication providers, interruption or failure of the Internet, national strikes and labor difficulties, lockouts, embargoes, or severe weather conditions.

12. STATEMENT OF CONFIDENTIALITY; USE OF NAME IN PUBLICITY

12.1. Except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein, the contents of this Agreement are proprietary and confidential to Ex Libris and may not be copied, disclosed, or used, in whole or in part, without its express written permission.

12.2. Ex Libris may list Customer as a user of the Ex Libris Services, but may not otherwise use Customer's name on its website or in its promotional materials without the prior consent of Customer.

13. GENERAL

ExLibris.
Part of **Clarivate**

13.1. This Agreement is to be governed by and interpreted in accordance with the laws of Germany, without giving effect to principles of conflicts of laws. All disputes arising out of this Agreement shall be subject to the sole and exclusive jurisdiction of the competent courts located in Hamburg, Germany, provided that Ex Libris may seek injunctive relief in any court of competent jurisdiction. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

13.2. All notices hereunder shall be deemed effective when delivered to the address set forth above or to a designated fax number, as follows: (i) if hand-delivered, upon delivery, (ii) if sent by recognized national or international courier, on the business day of delivery, (iii) if sent by registered post, within five (5) business days of sending; (iv) if sent by email, on the business day of sending (or if sent on a non-business day on the next business day), provided that the recipient has acknowledged receipt.

13.3. Neither party hereto may assign its rights and obligations under this Agreement except with the prior written consent of the other, provided that Ex Libris may assign its rights and obligations to an affiliate or to a company which succeeds to its business hereunder.

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

13.5. The parties acknowledge that they are independent contractors and no other relationship, including partnership, joint venture, employment, franchise, or principal/agent is intended by this Agreement. Neither party shall have the right to bind or obligate the other.

13.6. All headings herein are for ease of reference only and shall not be used to interpret this Agreement.

13.7. The annexes attached hereto are incorporated in, and made a part of, the Agreement by this reference. All capitalized but undefined terms in an annex to this Agreement shall have the meaning set forth herein.

13.8. This Agreement and its annexes constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede any and all prior written or oral agreements with respect to such subject matter.

13.9. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and this Agreement shall be construed without such provision.

13.10. This Agreement may only be amended by a writing signed by both Parties.

13.11. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any other term or waiver of such breach on other occasions.

13.12. Any purchase order that relates to this Agreement and is entered into between the parties shall be deemed to incorporate the terms of this Agreement. If a purchase order contains terms that purport to modify or supplement the terms of this Agreement then those purchase order terms shall have no force or effect. In the case of an inconsistency or contradiction between this Agreement and any purchase order, this Agreement shall prevail.

13.13. Manual, scanned, electronic or facsimile signatures shall be sufficient for purposes of executing this Agreement. This Agreement may be executed in counterparts.

13.14. This Agreement may be translated into other languages besides English. Translated versions of this Agreement, however, are for convenience only. Thus, no translation of this Agreement into any language other than English shall be considered in the interpretation thereof and in the event that any translation of this Agreement is in conflict with, or adds to, the English language version, the English version shall govern.

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

Lithuanian Univ_____es	Ex Libris (Deutschland) GmbH
By: _____	By: _____
Name: prof. Rim_____	Nam_____
Title: Rector	Title_____
Month: Day: Year:	Month: **MAY** Day: **6** Year: **2025**

Data Protection Officer/Contact for data protection enquiries	
CUSTOMER	Ex Libris
Name/Role: Andrius Rebždys, Library and information center Information Systems division Head of Department or division Email: Andrius.rebzdys@lsmu.lt	Daniel Friedman, DPO dpo@exlibrisgroup.com