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ANNEX A

Ex Libris Current Software and SaaS Service(s)

Current Software (to be replaced by the SaaS Service(s) below):

Current Software	Current Agreement(s)
Alma Alma Standard Sandbox Primo VE Primo Standard Sandbox	SaaS Subscription Agreement dated 22 February 2021 (as amended to date)

SaaS Service(s):

Alma
Alma Standard Sandbox
Primo VE
Primo Standard Sandbox

ANNEX B

Initial Quotation and Additional Quotations, if any

ALMA & PRIMO

1. Fees

(a) Annual Fees

(i) The initial annual Alma/Primo Subscription Fee: €36.871,30

(ii) Ex Libris Alma Sandbox

Standard Alma Sandbox: included as part of the Alma subscription

Includes standard Ex Libris data and standard Ex Libris configuration

(iii) Primo Sandbox

Standard Sandbox: included as part of the Primo subscription

Includes standard Ex Libris data and standard Ex Libris configuration

(b) Initial Fees

(i) Implementation Fee: Not Applicable

(ii) Monthly Provisioning Fee: Not Applicable

(iii) Post-Implementation Consulting Hours (described on Annex E-3): Not Applicable

2. Access and Use Restrictions:

Usage of the SaaS Service is limited to:

(a) The following campuses only: Vytautas Magnus University in Kaunas, Kaunas district and Vilnius, and is not for the use of any other campus, college, university, library or entity of any kind. Any use of the SaaS Service by any other entity is strictly prohibited and is considered a material breach of this Agreement. For the sake of clarity, Customer's authorized users associated with such listed campuses may access the SaaS Services from outside of Customer's jurisdiction, but Customer shall ensure that it is entitled to transfer Customer Data and Personal Information from and to any such Customer user location and shall be responsible for compliance with privacy laws applicable to such transfers.

(b) Alma subscription for up to: (i) 34 Named Users for Ex Libris Alma, and thirty (30) users for Alma Sandbox; (ii) 1 116 000 Bibliographic Titles (including e-books and local authority records); (iii) 24,000 Unique e-Journal Titles.

(c) A subscription to manage the following resource types in Ex Libris Alma: (i) Print; (ii) Electronic.

(d) Primo subscription is for up to (i) 300,000 Primo Documents; (ii) 10582 FTE's; and (iii) 1 institution.

ANNEX C
Payment Terms

ALMA AND PRIMO

1. **Annual Subscription Fee:** The initial Subscription Fee is for the one-year period commencing on the Go Live 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. 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 five percent (5%) per year for the relevant scope/parameters specified in the Quotations.
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 1 above.
3. **Implementation Fee:** 50% of the Implementation Fee is due on the SaaS Service Contract Date; 30% of the Implementation Fee is due upon providing Customer with access to the cloud environment; and 20% 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 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.

ANNEX D
SaaS Service Level Agreement
(the "SLA")

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 99.5%, as measured over any calendar year. Ex Libris shall either publish on a quarterly basis or make available to Customer 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 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 20:00 and Sunday 06:00 Central European 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 Agreement 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 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 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 Agreement, 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	<ul style="list-style-type: none"> ■ The SaaS Service is not available 	1 hour
II	<ul style="list-style-type: none"> ■ An inoperable production module 	2 hours
III	<ul style="list-style-type: none"> ■ Other production performance related issues, typically a module feature working incorrectly 	1 business day
IV	<ul style="list-style-type: none"> ■ 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 Europe; 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

Alma Select and Primo Implementation Services

Not applicable as the Alma and Primo SaaS Services are already live and in production

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 (as defined in Annex G).

2. OPTIONAL SERVICES AND APPLICATIONS

Ex Libris may make available through or in connection with the SaaS Services, optional features and applications developed by third parties and/or Ex Libris, such as recommendation services, cloud apps and other optional services that are additional to the functionality offered with the SaaS Services ("Optional Services and Applications"). The enablement of such Optional Services and Applications (third party or otherwise) by Customer may be subject to additional or different terms requiring an electronic opt-in and agreement to such terms.

ANNEX F

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 Terms of Service for Central Discovery Index and the Central Discovery Index's 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 such 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 Central Discovery Index), in any manner.
 - 1.7. Text mine, data mine or harvest metadata from the Data.

ANNEX G

Definitions

Unless otherwise stated, references below to Sections, “Whereas” clauses and Annexes refer to such parts of this Agreement.

“**Additional Quotation**” means, as set forth in the “Whereas” clauses, a Quotation which may be added to Annex B by written agreement of the parties after the Agreement Effective Date.

“**Additional Use Period**” means a period of three (3) months following the Go Live Date of the SaaS Service during which Customer is permitted to continue using the Current Software.

“**Affiliate**” means, with respect to an entity, another entity that controls, is controlled by, or is under common control with, the first entity.

“**Agreement**” means this SaaS Subscription Agreement, including its Annexes.

“**Agreement Effective Date**” means the date set forth in the first paragraph of this Agreement, which is the date this Agreement goes into effect.

“**Bibliographic Titles**” means, the total number of descriptive metadata records managed within Alma, including both physical and e-book titles as well as locally managed authority records. This number excludes e-journal titles and digital metadata record counts.

“**Community Zone**” means the part of the Alma SaaS Service as further described in Annex F, where Ex Libris and the customers of the SaaS Service, have the option to load metadata, electronic resource and collection definitions (also known as the Knowledge Base) and authority records to be used by all participating customers, to streamline resource management processes, including ordering, cataloging, discovery, and related functions such as context sensitive linking services for end users, authority control and analytics.

“**Current Agreement(s)**” means those previously entered software license or subscription agreement(s) described in the “Whereas” clauses.

“**Current Software**” means the software and/or services currently used by Customer and listed on Annex A under the caption “Current Software”, pursuant to licenses or subscriptions granted by Ex Libris (or an affiliate) under and in accordance with the Current Agreements.

“**Customer**” means, as set forth in the first paragraph of this Agreement, the subscribing party that has entered into this Agreement with Ex Libris.

“**Customer Data**” means, as set forth in Section 9.1, business information, Personal Information or other data provided by or on behalf of Customer for storing and/or processing in an Ex Libris Service.

“**Digital Metadata Records**” means the number of descriptive metadata records (currently MARC, Dublin Core) managed within Alma for digital collections, regardless of where the objects (files) are stored (which may be either in another local digital repository or in the Alma cloud storage).

“**Digital Object Files**” means the digital objects/files stored in the Alma Digital storage. Alma currently makes use of Amazon S3 cloud storage as further described in the relevant Annex F.

“**Documentation**” means, as set forth in Section 4.3, materials published by Ex Libris for use by subscribers to the Ex Libris Service, including manuals and other materials.

“**Ex Libris**” means the Ex Libris entity named in the first paragraph of this Agreement.

“**Ex Libris Identity Service**” means an optional service made available to customers of Alma, Primo/Summon (when bundled with Alma) and/or Leganto SaaS Services for the sole purpose of authenticating users logging into the SaaS Services. The Ex Libris Identity Service is intended only to authenticate Customer’s authorized users who cannot be authenticated by Customer’s institutional authentication service. Customer shall be subject

to the guidelines set forth in the Ex Libris Identity Service Documentation, including with respect to compliance with uniform password policies (such as length and complexity) as set by Ex Libris from time to time.

“**Ex Libris Services**” means, collectively, SaaS Services and any other solutions and services provided by Ex Libris under this Agreement on a license or subscription basis.

“**FTE’s**” consisting of the following categories of individuals:

- (i) then-currently enrolled students;
- (ii) then-current faculty (i.e., professors, lecturers and instructors); and
- (iii) then-current other personnel (e.g., library staff, university administrators etc.)

“**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.

“**Implementation Services**” means, with respect to the relevant Ex Libris Service, the implementation services set forth on Annex E to this Agreement, as set forth in Section 3.1.

“**Initial Quotation**” means, as set forth in the “Whereas” clauses, the Quotation(s) attached to this Agreement as Annex B as of the Agreement Effective Date.

“**Initial Term**” means, with respect to a Subscription, the period of time beginning on the Subscription Effective Date and ending upon the expiration of the number of years set forth in Section 10.1 (unless earlier terminated).

“**Leganto Implementation Kick-Off Date**” means the date of the initial Kick-off meeting of the Implementation Services with respect to Leganto described in Annex E.

“**Library Mobile Authorized Users**” means those bona fide current students, library patrons, faculty, staff, employees or individual consultants of the Customer associated with the authorized campus(es) listed in the Quotation;

“**Library Mobile Apps**” means Ex Libris’ standard mobile applications interfacing with the Library Mobile Service which are made available by Ex Libris for use by Customer’s Library Mobile Authorized Users during the Term.

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

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

“**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.

“**Personal Information**” means, as set forth in Section 9.3, personal information of Customer’s permitted users, such as its staff and patrons, and other third parties.

“**Primo Documents**” means, any full text or metadata records which are harvested (from Alma or other library sources such as institutional digital repositories) and made discoverable via Primo. The average record size of all Primo Documents must be under 5kb.

“**Quotations**” means, as set forth in the “Whereas” clauses, collectively the Initial Quotation and any Additional Quotations.

“Renewal Term” means, with respect to a Subscription, each of an indefinite number of successive, automatically renewing one-year terms, as set forth in Section 10.1.

“Research Assets” means, an output of the research process or an asset that is related to the research process, the category can include but is not limited to – publications, datasets, creative work, software code, posted content, interactive resources, etc.

“SaaS” means Software as a Service.

“SaaS Service” means, as set forth in the “Whereas” clauses, the SaaS Service(s) listed on Annex A under the caption “SaaS Service(s)”.

“SaaS Service Contract Date” means, with respect to a SaaS Service, the date as of which that SaaS Service became a part of this Agreement. Accordingly, the SaaS Service Contract Date of a SaaS Service that was included on the Initial Quotation set forth on Annex B would be the Agreement Effective Date. However, the SaaS Service Contract Date of a SaaS Service that was included on an Additional Quotation subsequently prepared by Ex Libris, signed by the Customer and added to Annex B would be the date of the Customer’s signature on such Additional Quotation (or the date of any other amendment to this Agreement by which the SaaS Service was added).

“SLA” means, as set forth in Section 2.1, the Service Level Agreement set forth on Annex D.

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

“Subscription Effective Date” means, with respect to a Subscription, the beginning date of that Subscription, as set forth on Annex C.

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

“Support Services” means, as set forth in Section 2.1, the maintenance and support services relating to the SaaS Service specified in the SLA.

“Term” means, with respect to a Subscription, the Initial Term and any Renewal Terms, as set forth in Section 10.1.

“Termination Assistance Period” means, as set forth in Section 10.4, the 30-day period immediately following the expiration or termination of a Subscription, during which Ex Libris will, upon Customer’s request, make the Customer Data available to Customer for download.

“Third Party Programs” means, as set forth in Section 3.3, non-Ex Libris programs and services that interoperate with the Ex Libris Services.

“Unique e-Journal Titles” means, the total number of e-journal titles obtained by counting e-journals once even if they are available from multiple sources. This includes all e-journal titles managed in Alma and is not dependent on the manner they are accessed or acquired (e.g. subscriptions from content providers, open access collections, databases, etc.).