AGREEMENT EXECUTIVE SUMMARY
CCC Technology Center

Contractor: College of Alameda 18-089L

Grant(s):   TTIP Apportionment Carryover (Library Services)

Period of Performance: January 2019 -December 2020

Amount: NTE $0

Synopsis: On behalf of the 114 California community college libraries, the California Community Colleges Chancellor's Office (CCCCO) and the CCC Technology Center have initiated a state-funded project to obtain a single cloud-based library services platform (LSP) to replace the various ILS systems now in use in any of the libraries that choose to participate.

The CCCCO and the Technology Center have partnered with the Council of Chief Librarians, California Community College (CCL), to form project governance, develop a project workplan, select representative pilot colleges and complete the procurement process. The selected vendor, Ex Libris, will now work with the Library Services Platform project staff and leadership vendor to assure a successful implementation with all colleges that choose to participate.

Contracting colleges will coordinate with Amy Beadle, Tim Calhoon and staff at the CCC Technology Center.

For additional information contact:

Cindy McCartney
Cindy McCartney (Sep 17, 2018)
Cindy McCartney x 4082

CALIFORNIA COMMUNITY COLLEGES TECHNOLOGY CENTER
INSTITUTION PARTICIPATION AGREEMENT
EX LIBRIS SUBSCRIPTION AGREEMENT

This Institution Participation Agreement (hereinafter referred to as "IPA") is hereby made and entered into by and between the Butte-Glenn Community College District (hereinafter referred to as the "District") on behalf of its sponsored program, the California Community Colleges Technology Center, (hereinafter referred to as "CCCTC"), acting as fiscal agent on behalf of the California Community Colleges Chancellor's Office, (hereinafter referred to as "CCCCO") and College of Alameda (hereinafter referred to as the "Participating Institution"), with respect to the Participating Institution's participation in the "Work" and "SaaS Services," as defined in that certain Subscription Agreement, including all exhibits, addendums and annexes thereto (hereinafter collectively referred to as "Subscription Agreement"), dated as of August 1, 2018, by and between the District and Ex Libris (USA) Inc., a company incorporated under the laws of New York, having its main office at 1350 East Touhy Avenue, Des Plaines, IL 60018 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the District's Board of Trustees (hereinafter referred to as "Board") has received and approved initial funding from CCCCO for the purpose of work for the project entitled Library Services Platform for California Community Colleges Libraries (hereinafter referred to as "Project"); and

WHEREAS, the District is authorized to select a contractor and enter into an agreement for the provision of cloud-based library services platform services on behalf of participating community colleges; and

WHEREAS, the District issued a Request for Proposals No. CCCTC-18-01 Library Services Platform under and pursuant to Education Code Section 81645, seeking proposals from qualified firms for the provision of a cloud-based library services platform services; and

WHEREAS, the District selected Contractor and entered into the Subscription Agreement for access to the SaaS Alma library services platform and Primo discovery services (hereinafter referred to as "SaaS Services") and for implementation of the SaaS Services (hereinafter referred to as the "Work"), as described in the Subscription Agreement; and

WHEREAS, Participating Institution is an intended beneficiary of the Subscription Agreement; and

WHEREAS, a community college in California may contract for the Work and SaaS Services identified in the Subscription Agreement by entering into an institution participation agreement which designates the specific scope of services for the institution that will be funded by the Subscription Agreement; and

WHEREAS, Participating Institution desires to participate in the Subscription Agreement and enter into this IPA with District in connection with its College of Alameda campus[es]; and

WHEREAS, this IPA is intended to set forth the terms of Participating Institution's participation in the Subscription Agreement; and

WHEREAS, the District and Participating Institution acknowledge that the Contractor is not a party to this IPA, but does have certain responsibilities related to this IPA and to Participating Institution as defined in the Subscription Agreement.

TERMS

NOW, THEREFORE, the parties hereto agree as follows:

1. **PURPOSE.** The purpose of this IPA is to define the roles and responsibilities of the parties hereto as they relate to the Subscription Agreement.

2. **APPLICABILITY OF SUBSCRIPTION AGREEMENT.** The Participating Institution agrees to comply with all applicable provisions of the Subscription Agreement, including expressly all terms of any addendum, exhibits, and annexes to the Subscription Agreement, which are attached hereto as Exhibit A and incorporated herein by reference, and any amendments to the Subscription Agreement, that are intended to apply generally to the relationship between Contractor and District and specifically to the relationship between Contractor and Participating Institution. Contractor shall be entitled to enforce the terms and conditions of the Subscription Agreement against Participating Institution.

3. **PAYMENT FOR WORK.** The Participating Institution authorizes District to pay for the Work and SaaS Services provided by Contractor on behalf of the Participating Institution as set forth in the Subscription Agreement.

4. **TERM OF IPA.** This IPA shall commence upon the date of final signature ("Effective Date") and shall continue through the Initial Term of the Subscription Agreement. Upon any extension of the Initial Term of the Subscription Agreement (hereinafter referred to as "Extension"), this IPA shall automatically extend pursuant to the same terms of the Extension.

5. **TERMINATION.** This IPA may be terminated by either party if (a) the Subscription Agreement has been terminated; or (b) upon seven (7) calendar days' prior written notice upon the occurrence of a material breach of this IPA or the Subscription Agreement by failing to observe, fulfill or perform any term or condition in accordance with the Subscription Agreement or this IPA. A party will have materially failed to observe, fulfill or perform any obligation, covenant, term or condition of the Subscription Agreement or this IPA, if such failure is not cured within seven (7) calendar days' prior written notice and this shall constitute a material default and breach of the agreement. The party terminating this IPA may exercise any right, remedy (in law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law, or proceed by appropriate court action to enforce the terms of this IPA, or to recover direct, indirect, consequential or incidental damages for the breach of this IPA. If it is established that a party improperly terminated this IPA pursuant to this section, the other party shall be entitled to recover reasonable attorney's fees and costs. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

6. **CONTINUING SERVICES WHERE SUBSCRIPTION AGREEMENT IS TERMINATED.** Should the Subscription Agreement be terminated for any reason, Participating Institution may elect to continue the services identified in the by entering into a separate agreement between Participating Institution and Contractor, whereby Participating Institution would pay Contractor directly under that agreement.

7. **CONTINUING SERVICES WHEN NO STATE FUNDING.** Should the District no longer receive state funding from CCCCO for the Project, but the Subscription Agreement remains in effect with District participation, Participating Institution, in its sole discretion, shall select to either (i) continue to participate under the terms of the Subscription Agreement and this IPA and pay, at its own cost and expense, any and all fees, charges, assessments, bills, invoices and the like in connection with the Subscription Agreement and this IPA which are attributable to Participating Institution's equitable share of services provided by Contractor under the Subscription Agreement in relation to all institution participation agreements executed in connection therewith, or (ii) terminate this IPA upon ninety (90) days' written notice to District.

8. **SERVICES OUTSIDE SCOPE OF WORK.** Any additional services not within the Work and SaaS Services defined in the Subscription Agreement shall be subject to a separate agreement between Participating Institution and Contractor and shall not be paid for by the District.

9. **COMPLIANCE WITH LAWS.** Performance of all obligations under this IPA shall be in compliance with all applicable laws and regulations including, but not limited to the observance of all laws and regulations relating to the privacy of information provided by the Participating Institution or its users.

10. **INSURANCE.** Participating Institution shall bear all cost for payment of insurance premiums and any and all deductibles or self-insurance retentions under its policies and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance. Participating Institution, at its sole cost and expense, shall maintain the following types of insurance coverage until the termination of this IPA: (a) Commercial General Liability insurance in amounts no less than $2,000,000 in the aggregate and $1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage; (b) Automobile Liability in amounts no less than $1,000,000 per accident for bodily injury and property damage; (c) Workers' Compensation insurance in amounts as required by the State of California; (d) Employer's Liability insurance in amounts no less than $1,000,000 per occurrence, $1,000,000 each employee, and $1,000,000 policy limit for bodily injury or disease; and (e) Cyber Insurance in amounts no less than $1,000,000 per occurrence for any security or other cyber breach involving Participating Institution data or confidential pupil information. Such cyber insurance coverage may be included in the Participating Institution's Commercial General Liability insurance so long as it is expressly included.

   All insurance policies shall include an endorsement stating that the other party is a named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the other party. If any of the required insurance is not reinstated, each party may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District. Participating Institution hereby grants to District a waiver of any right to subrogation which any insurer of Participation Institution may acquire against the District by virtue of the payment of any loss under such insurance. Participation Institution agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. Participating Institution shall furnish the District with certificates and endorsements affecting coverage required by this IPA.

11. **INDEMNITY.** To the fullest extent permitted by law, Participating Institution shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Participating Institution or its agents, officers, subcontractors, consultants, employees, material or equipment suppliers, invitees, volunteers or licensees in the performance of or failure to perform Participating Institution's obligations under this IPA or Subscription Agreement.

12. **LIMITATION OF LIABILITY.** The District shall not incur any liability for any breach by Contractor by any means whatsoever of any of the terms of the Subscription Agreement, or for any Work or SaaS Services provided to Participating Institution by Contractor. The District shall not incur any liability for any negligent or intentional acts by the Participating Institution or Contractor, or their agents, representatives, officers, employees or consultants related to the Subscription Agreement or this IPA. Should Participating Institution have any dispute, claim or need to enforce any right under this IPA or the Subscription Agreement against Contractor, Participating Institution shall pursue all actions, claims and disputes solely against Contractor and not the District. Participating Institution agrees that it shall enforce any claims it

has for Contractor's negligent or intentional acts in connection with this Subscription Agreement or this IPA directly against Contractor. Should the District need to take any action against Contractor to defend the rights of Participating Institution under the terms of the Subscription Agreement or this IPA, District shall do so, at the sole cost and expense of Participating Institution.

The District shall not incur any liability hereunder for any indirect, incidental, special, punitive or consequential damages for claims arising from or related to the Subscription Agreement or this IPA, including but not limited to reliance, cover or loss of anticipated profits or convenience, even if Participating Institution has been advised of the possibility of such damages. District shall not be liable for lost revenues or profits regardless of whether they are classified as direct damages or any other type of damages.

13. **COVENANTS OF PARTICIPATING INSTITUTION.**

   A.   Participating Institution agrees not to (i) make the SaaS Service or the Licensor Data (as that term is defined in the Subscription Agreement) available in any way for the use or benefit of any unauthorized party and to use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS Service or the Licensor Data, and to notify Contractor 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 (as that term is defined in the Subscription Agreement) or related materials or other proprietary information received from Contractor, in whole or in part, other than as expressly permitted by the Subscription Agreement, unless Contractor 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 Contractor's 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 Contractor's written consent; (vii) use or display SaaS Service logos differing from Contractor's own without Contractor's 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.

   B.   Participating Institution agrees to maintain the SaaS Service, any non-public Documentation (as that term is defined in the Subscription Agreement) 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 Participating Institution's use of the SaaS Service, provided that Participating Institution 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 Subscription Agreement, and except as required by law.

   C.   Participating Institution agrees to abide by the access and use restrictions set forth in the Fee Schedule attached to the Subscription Agreement and Documentation (as that term is defined in the Subscription Agreement), and to refrain from any use of the SaaS Service that is not expressly permitted by the Subscription Agreement or the Documentation. Specifically, but without limitation, Participating Institution shall undertake to refrain from performing penetration tests or using the SaaS Service in any manner other than in the ordinary course of Participating Institution's regular activities.

   D.   Participating Institution shall meet and maintain the technical prerequisites set forth in the Documentation (as that term is defined in the Subscription Agreement). Participating Institution shall be solely responsible for upgrading to the then-current minimum browser requirements as defined by Contractor from time to time.

14. **DIRECTORY INFORMATION.** Participating Institution shall ensure that all data it stores and makes available pursuant to the Subscription Agreement and this IPA, including all Customer Data and Personal

Information (as those terms are defined in the Subscription Agreement), is limited to directory information pursuant to the Family Educational Rights Protection Act ("FERPA") and the policies of Participating Institution.

15. **MISCELLANEOUS PROVISIONS.**

A. AMENDMENTS. The terms of this IPA shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties. The terms of the Subscription Agreement may be modified at any time without the approval or consent of Participating Institution.

B. ENTIRETY OF AGREEMENT. This IPA and the terms of the Subscription Agreement and all amendments and annexes thereto, contain the entire agreement and understanding between the Participating Institution and the District and supersedes all prior oral or written representations and agreements with respect to the subject matter herein.

C. APPLICABLE LAW/REMEDIES. This IPA shall be construed in accordance with and governed by the laws of the State of California. The parties shall have all remedies available by law or in equity.

D. NOTICES. Notices under this IPA will be in writing and delivered personally, or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, and shall be made to:

IF TO PARTICIPATING INSTITUTION:

College:	College of Alameda
Street address:	555 Appezzato Parkway
City, state, zip code:	Alameda, CA 94501
Attn:	Timothy Karas
Email:	tkaras@peralta.edu
Telephone:	510-748-2200

IF TO DISTRICT:

Butte-Glenn Community College District
3536 Butte Campus Drive
Oroville, CA 95965
ATTN: Vice President for Administration

With copy to:
Butte-Glenn Community College District
California Community Colleges Technology Center
3535 Butte Campus Drive
Oroville, CA 95965
ATTN: Program Director, Library Services Platform

E. SEVERABILITY. If any term, provision, covenant, or condition of this IPA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the IPA shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

F.   COUNTERPARTS. This IPA may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

G.   NON-WAIVER. No waiver by a party of any default or nonperformance will be deemed a waiver of any subsequent default or nonperformance.

H.   ASSIGNMENT. Participating Institution shall neither assign nor transfer any of its rights, burdens, duties or obligations under this IPA without the prior written consent of the District.

I.   SUCCESSORS AND ASSIGNS. This IPA shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

J.   LIABILITY OF DISTRICT. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this IPA and Participating Institution's participation in the Subscription Agreement.

K.   TIME. Time is of the essence to this IPA.

L.   AUTHORITY. The parties to this IPA warrant that the person signing this IPA on its behalf is authorized to enter into this IPA.

M.   TERMS AND CONDITIONS. The parties to this IPA acknowledge that they have read and understood this IPA and the Subscription Agreement, and will fully comply with all terms and conditions of this IPA as set forth herein and all applicable terms and conditions of the Subscription Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties to this IPA have executed this IPA by their duly authorized representatives on the dates of their signatures.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT   College of Alameda

Timothy Karas
By: _____   By: Timothy Karas (Sep 13, 2018)_____
(Signature of authorized official of District.)   (Signature of authorized official of Participating Institution.)

Name: Andrew B. Suleski   Name: Timothy Karas

Title: Vice President for Administration   Title: Presidednt

Date: _____   Date: Sep 13, 2018

TC

TO BE COMPLETED BY DISTRICT ONLY					
The person preparing this contract must complete this section and obtain appropriate initials before contract will be approved.					
Initiating Department:	INSERT DEPT NAME	Preparer's Name & ID:	INSERT PREPARER NAME/ID	Phone:	EXT
Vendor Name:	INSERT VENDOR NAME		Vendor ID:	INSERT VENDOR ID	
PO Description *(Max. 25 characters)*:		INSERT DESCRIPTION			
Budget Code:	INSERT BUDGET CODE		PO Amount:	INSERT VALUE FOR PO	
Contract Monitor Name *(Person Who Approves Invoices)*:		INSERT MONITOR NAME		Phone:	EXT
Dept. Dean/Director Initials:			Dept. Vice President Initials:		
Business Contracts Approval:			**Purchase Order Number:**		

(Subscription Agreement, including exhibits, addendum, and annexes)

SUBSCRIPTION AGREEMENT

This Subscription Agreement (hereinafter referred to as "Subscription Agreement") is entered into by and between the Butte-Glenn Community College District, on behalf of the California Community Colleges Technology Center, (hereinafter referred to as "District") and Ex Libris (USA) Inc., a company incorporated under the laws of New York, having its main office at 1350 East Touhy Avenue, Des Plaines, IL 60018 (hereinafter referred to as "Contractor") for the Contractor to perform the work which is more particularly set forth in this Subscription Agreement and in the Exhibits attached hereto and incorporated into this Subscription Agreement by this reference.

RECITALS

WHEREAS, the District's Board of Trustees ("Board") has received and approved initial funding for the purpose of work for the project entitled Library Services Platform for California Community Colleges Libraries (hereinafter referred to as "Project");

WHEREAS, the District is authorized to select a Contractor and enter into an agreement for the provision of cloud-based library services platform services on behalf of participating community colleges (hereinafter referred to as "Participating Institution") that will contract with the District through an Institution Participation Agreement (hereinafter referred to as "IPA");

WHEREAS, the District issued a Request for Proposals No. CCCTC-18-01 Library Services Platform ("RFP"), under and pursuant to Education Code Section 81645, seeking proposals from qualified firms for the provision of a cloud-based library services platform services; and

WHEREAS, in response to the RFP, the Contractor has submitted a proposal to the District for cloud-based library services platform services, dated March 3, 2018;

WHEREAS, Contractor and District desire to enter into an agreement for the performance of the work and provision of access to the SaaS Alma library services platform and Primo discovery services as further described below (the "SaaS Services");

NOW, THEREFORE, the parties agree as follows:

1. STATEMENT OF WORK. The Contractor shall perform the work for Participating Institutions required in Exhibit A, Statement of Work for implementation of the SaaS Services (hereinafter referred to as "Work"), attached and incorporated by reference herein. As described herein following completion of implementation of the SaaS Services described in the Statement of Work ("Implementation Services") for the Participating Institutions, the SaaS Services will go live and the subscription to the SaaS Services ("Subscription") shall begin.

2. TERM. The Initial Term of this Subscription Agreement shall commence on August 1, 2018 and shall expire on the first anniversary of the latest Go Live Date among the Participating Institutions, unless otherwise terminated in accordance with this Subscription Agreement. The Term of this Subscription Agreement may be extended by written approval of District and Contractor, subject to District receiving funding for additional years of Subscription and the provisions of Section 28, Appropriated Funds, of this Subscription Agreement. A request for funding of additional years' of Subscription has been submitted for consideration in the State of California's 2019-2020 budget.

3. ADDITIONAL TERMS. The Work and the SaaS Services are subject to the provisions of the Addendum to the Subscription Agreement ("Addendum"), attached as Exhibit B and incorporated by reference herein.

4. DEFINED TERMS. A list of capitalized defined terms is attached as Exhibit C and incorporated by reference herein.

5. KEY PERSONNEL. The following individuals have the responsibility of monitoring the technical, programmatic and administrative aspects of this Subscription Agreement during the Implementation Services period:

Contractor Project Director is: TBD

Contractor will assign a project director after execution of this Agreement, and notify the District of the personnel assignment no later than August 8, 2018. Careful consideration will be made by Contractor to ensure the best fit for the District and to ensure that no staffing changes are necessary during the Work.

District Project Director is: Amy Beadle

The Contractor Project Director is essential to the Work being performed and no change to the Contractor Project Director may be made without written approval of the District's Authorized Representative for Technical Matters, which approval shall not be unreasonably withheld.

6. FEES/PAYMENTS. District shall pay Contractor for the performance of the Work and provisions of the SaaS Services to the Participating Institutions set forth in this Subscription Agreement the sum not to exceed four million, eight hundred forty-eight thousand, three hundred sixty-nine dollars ($4,848,369.00). The amount of the Subscription Fee and Implementation Fee are specified in the Fee Schedule, attached as Exhibit D and incorporated by reference herein.

Payment of the Subscription Fee and Implementation Fee shall be made in the amounts and schedule identified in the Fee Schedule. District and each Participating Institution shall be jointly and severally liable for payment of all fees for the Work and SaaS Services provided to such Participating Institution.

Travel. District shall also reimburse reasonable travel expenses that are consistent with its travel policy and procedures. Reimbursable travel expenses shall be limited to those necessary for the performance of the Implementation Services. Contractor shall notify District Project Director of anticipated travel prior to incurring costs. Any international travel requires authorization by the District Authorized Official prior to incurring costs. Contractor must submit an invoice for any travel reimbursement requested, specifying authorized expenses, including date of each expense claimed for reimbursement, identifying the college visited, and attach receipts. Reimbursement for travel expenses for the first round Implementation Services shall not exceed $30,000 for the activities described in the Fee Schedule.

7. ALLOWABLE COSTS. District and Participating Institutions shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Work or providing the SaaS Services except as specified in Section 6 of this Subscription Agreement and/or the Fee Schedule, unless otherwise indicated and agreed to in writing by the Contractor and District.

8. USE OF FACILITIES AND EQUIPMENT. Contractor will furnish the hosting facilities and equipment necessary to provide the SaaS Services on this Project. The SaaS Service is cloud-based, and access to same will be through facilities and equipment provided by Participating Institutions and users. No equipment will be provided by Contractor to the District or Participating Institutions.

9. INVOICING. Contractor shall submit itemized invoices for approval to the District's Authorized Representative for Business Matters for the Implementation Fee and Subscription Fee in accordance with Exhibit D, and for authorized travel in accordance with Section 6. In order to be eligible for payment, invoices for travel expenses shall be for allowable costs incurred in accordance with Section 6. Contractor shall endeavor (but without it being a condition of payment) to submit all invoices under this Subscription Agreement including the final invoice no later than thirty (30) days after the relevant payment milestone. All invoices should include: the District Contract Number, the Project Title, the Work or SaaS Services provided, the period for which payment is being requested, which must match the description in Exhibit D of the Subscription Agreement, and the specific dollar amount.

10. PAYMENT. Payment of fees and allowable, approved costs identified in Section 6 and Exhibit D shall be made upon receipt by the District of invoice. Payment shall be contingent upon the milestones set forth in Exhibit D

and, with respect to reimbursement of travel expenses, compliance with the terms and conditions of this Subscription Agreement. Payment shall be considered timely if made by the District within thirty (30) days after the receipt of properly submitted invoices.

11. AUDIT. The District, Participating Institutions, the California State Auditor, and any other appropriate government agency authorized by law, or their duly authorized representatives shall, until three (3) years after final payment under this Subscription Agreement, have access to any of the Contractor's records related to payments under this Subscription Agreement, at the Contractor's regular place of business, for the purpose of conducting audits. The period of access for records relating to a) appeals under a dispute, b) litigation or settlement of claims arising from the performance of this Subscription Agreement, or c) costs and expenses of this Subscription Agreement to which exception has been taken shall continue until such appeals, litigation, claims, or exceptions are disposed of.

12. PROGRESS REPORTS. Contractor shall furnish District with regular reports of progress while performing Implementation Services. The reports shall be submitted to the District's Representative for Technical Matters. Contractor shall also make available to District tools for retrieving and viewing information relevant to the Implementation Services and Subscription Services, including a SaaS system status site, quarterly uptime reports, and the Basecamp (or similar) application during Implementation Services.

13. AUTHORIZED REPRESENTATIVES. For the purpose of this Subscription Agreement, the individuals identified below are hereby designated representatives of the respective parties (unless and until otherwise notified).

For the District	Technical Matters:	Amy Beadle Program Manager California Community Colleges Technology Center Butte-Glenn Community College District 3536 Butte Campus Drive Oroville, CA 95965 Telephone: (530) 879-4170 E-Mail: abeadle@ccctechcenter.org
	Business Matters:	Cindy McCartney Project Manager California Community Colleges Technology Center Butte-Glenn Community College District 3536 Butte Campus Drive Oroville, CA 95965 Telephone: (530) 879-4082 E-Mail: cmccartney@ccctechcenter.org
	Authorized Official:	Andrew B. Suleski Vice President for Administration SAS-320 Butte-Glenn Community College District 3536 Butte Campus Drive Oroville, CA 95965 Telephone: 530.895.2353
For the Contractor	Technical Matters:	Melissa Hilbert VP of Professional Services Ex Libris (USA) Inc. 1350 East Touhy Ave, Ste. 150W Des Plaines, IL 60018 Telephone: 617-821-8629 E-Mail: Melissa.hilbert@exlibrisgroup.com

Business Matters: Mike Hommel
                       Account Manager
                       Ex Libris (USA) Inc.
                       1350 East Touhy Ave, Ste. 150W
                       Des Plaines, IL 60018
                       Telephone: (847) 840-9149
                       E-Mail: mike.hommel@exlibrisgroup.com

Authorized Official: Mike Grinman
                       Controller
                       Ex Libris (USA) Inc.
                       1350 East Touhy Ave, Ste. 150W
                       Des Plaines, IL 60018
                       Telephone: (847) 227-2634
                       E-Mail: mike.grinman@exlibrisgroup.com

14. **INTELLECTUAL PROPERTY.** The parties do not anticipate the development of software or other works for the Project, a cloud-based library services platform based upon Contractor's programs. Contractor agrees, however, that any and all software first developed pursuant to a separate statement of work issued under this Subscription Agreement, signed by both parties and specifying that such software is developed as works for hire for the District shall be and are Work for Hire ("Works"). All rights, title and interest in and to such Works shall be assigned and transferred to the District.

15. **BACKGROUND CHECK.** Contractor represents that it participates in e-verify and maintains its own program of background checks for its US-based employees, including a check of criminal history and SSN validation.

    If determined by the District or Participating Institution in the sole discretion of each, Contractor, at no cost to the District or Participating Institution, shall upon request complete background checks and be fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, for any individuals involved in the scope of Work under this Subscription Agreement who will be performing Work on the campus of District or any Participating Institution, prior to allowing such individuals onsite. The District, or any Participating Institution where said individuals will be performing Work, shall be informed by Contractor if the results of the background checks and fingerprint checks reveal that any such individuals have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code, fourteen (14) or more days prior to such individuals performing Work at District or the campus of said Participating Institution, or as required by the Participating Institution. The District or Participating Institution has the right to restrict or revoke access of any individuals whose results of those background checks and fingerprints reveal that those individuals have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

    Contractor further agrees and acknowledges that if at any time during the Term of this Subscription Agreement, Contractor learns or becomes aware of additional information occurring subsequent to the required background checks, Contractor shall immediately notify the District and prohibit the personnel from having any involvement with the scope of work under the Subscription Agreement, until the District or applicable Participating Institution determines whether continued work by that individual is permissible.

16. **INDEPENDENT CONTRACTOR.** Each party shall retain complete control and jurisdiction over such programs of its own that are outside of this Subscription Agreement, and nothing in the execution of this Subscription Agreement or in its performance shall be construed to establish a joint venture of the parties hereto. District or Participating Institutions' students, instructors, and staff participating in this program shall not be considered as employees of the Contractor, and agents or employees of the Contractor shall not be considered employees of the District or Participating Institution. Accordingly, employees of one party shall not be entitled to employee benefits normally provided to bona fide employees of the other party.

17. **ASSIGNMENT.** Contractor may not assign, transfer or subcontract any part of this Subscription Agreement, any interest herein or claims hereunder, without the prior, written approval of the District, except for

assignments to related entities as a result of corporate restructuring or to a company which succeeds to its business hereunder. District may not assign, transfer or subcontract any part of this Subscription Agreement, any interest herein or claims hereunder, without the prior, written approval of the Contractor, except for assignments made to Participating Institutions or the California Community Colleges Chancellor's Office so long as such assignment does not alter the scope of the Access and Use Restrictions set forth in Exhibit D or the identity of the libraries using the SaaS Services.

18. TERMINATION.

    A. A party may terminate this Subscription Agreement if the other party is in material breach of this agreement and has given written notice of such material breach and the other party has failed to cure such material breach within thirty (30) days of such notice, which shall commence on the date of mailing of the written notice by certified mail or personal delivery.

    B. The District may terminate this Subscription Agreement pursuant to the terms of Section 28, Appropriated Funds.

    C. Contractor may terminate this Subscription Agreement immediately upon notice if, by October 31, 2018, less than seventy-five percent (75%) of the 114 California community colleges have committed to participation as Participating Institutions. In the event of such termination, Contractor shall take all reasonable steps to minimize further costs, and shall be entitled to the portion or portions of payment herein agreed upon for such portion of the Work which has been completed and travel expenses have been necessarily incurred in the performance of this Subscription Agreement pursuant to Section 6. Such termination right shall be exercisable only until November 15, 2018.

    D. The District may terminate this Subscription Agreement immediately upon notice if, by October 31, 2018, less than forty-five percent (45%) of the 114 California community colleges have committed to participation as Participating Institutions. In the event of such termination, Contractor shall take all reasonable steps to minimize further costs, and shall be entitled to the portion or portions of payment herein agreed upon for such portion of the Work which has been completed and travel expenses have been necessarily incurred in the performance of this Subscription Agreement pursuant to Section 6. Such termination right shall be exercisable only until November 15, 2018.

19. USE OF NAME. Neither the Contractor nor the District nor a Participating Institution shall make use of this Subscription Agreement, or use the other's name or that of any member of the other's staff for publicity or advertising purposes without prior written approval of the other party. Contractor must seek prior written permission from the District to use "Butte-Glenn Community College District" or "California Community College Technology Center" in any promotional materials. Contractor must seek prior written permission by the California Community Colleges Chancellor's Office to use California Community Colleges or California Community Colleges Chancellor's Office in any promotional materials. Contractor must seek prior written permission by a Participating Institution to use its name in any promotional materials. Contractor may not use the name of any member of the staff of District, a Participating Institution, or the California Community Colleges Chancellor's Office without prior written approval of the applicable institution. This restriction shall not include internal documents available to the public that identify the existence of the Project.

20. CHANGES. By mutual written consent, the Contractor and the District may make changes to the Work and to the terms of this Subscription Agreement. Any such changes shall be in the form of a written amendment signed by authorized representatives of the Contractor and the District.

21. INDEMNIFICATION.

    A. Contractor agrees to defend, hold harmless and indemnify the District and each Participating Institution, their respective directors, officers and employees against third party claims for injury or damages arising out of the willful misconduct of Contractor in the performance of this Subscription Agreement, but only in proportion to and to the extent such injury or damages are caused by or result from such misconduct.

B. District agrees to defend, hold harmless and indemnify Contractor, its directors, officers and employees against third party claims for injury or damages arising out of the willful misconduct of the District in the performance of this Subscription Agreement, but only in proportion to and to the extent such injury or damages are caused by or result from such misconduct.

C. Each Participating Institution agrees to defend, hold harmless and indemnify Contractor, its directors, officers and employees against third party claims for injury or damages arising out of the willful misconduct of such Participating Institution in the performance of this Subscription Agreement, but only in proportion to and to the extent such injury or damages are caused by or result from such misconduct.

D. The obligations set forth in clauses A-C above shall be subject to the indemnified party (i) giving the indemnifying party prompt written notice of such claim; (ii) upon request of the indemnifying party, giving the indemnifying party the sole authority to defend or settle such claim; and (iii) providing full cooperation in such defense or settlement at the indemnifying party's expense and not taking any action that prejudices defense or settlement of such claim.

22. INSURANCE. Contractor, at its sole cost and expense, shall maintain during the Term of this Subscription Agreement the following insurance coverage, limits of coverage, and other insurance requirements as follows:

A. Commercial General Liability insurance with a limit of not less than $1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage.

B. Automobile Liability insurance with a combined single limit of not less than $1,000,000 per accident for bodily injury and property damage with respect to the Contractor's owned, hired, and non-owned vehicles.

C. Workers' Compensation insurance, if applicable, as statutorily required by California State law.

D. Employer's Liability insurance with limits of not less $1,000,000 each accident, $1,000,000 each employee, $1,000,000 policy limit for bodily injury or disease.

E. Professional Liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by Contractor, or any person employed by the Contractor, with a limit of not less than $1,000,000 each claim.

F. Cyber insurance with a limit of not less than $1,000,000 per occurrence for any security or other cyber breach involving the customer data or information. Such coverage may be included in the Contractor's Commercial General Liability or professional liability insurance so long as it is expressly included.

All insurance required by this Section shall be issued by an insurance company(ies) with a current A.M. Best (or equivalent) rating of A:VII or better. The General Liability and Automobile Liability Insurance policies shall be endorsed to name the "Butte-Glenn Community College District" as additional insured for claims for which Ex Libris would have liability under this Subscription Agreement. All insurance policies shall be endorsed to provide for a thirty (30)-day advance written notice to the District of cancellation or suspension by the insurance company, or ten (10) days if cancellation is due to non-payment. Ex Libris will provide the District with thirty (30)-day advance written notice of any material changes to such insurance policies which change would cause such policies to no longer comply with the requirements of this Agreement. If any insurance policy(ies) required by this Subscription Agreement is(are) written on a claims-made form, it shall continue for three (3) year following termination of this Subscription Agreement. The insurance shall be in effect as of the effective dates of this Subscription Agreement. Contractor's insurance policies on the terms and limits required above must be primary, and any insurance or self-insurance maintained by the District shall not contribute to it. The coverages required under this Section shall not limit the Contractor's liability. If this Subscription Agreement is assigned, these insurance requirements also apply to the relevant assignee. The Contractor may fulfill its insurance obligations under

this paragraph by self-insurance pursuant to an established plan operated in accordance with accepted insurance practices.

Prior to commencing Work under this Subscription Agreement, Contractor shall furnish District with certificates of insurance and original endorsements evidencing the coverage, limits, and conditions required by this Subscription Agreement.

23. EQUIPMENT. Upon termination of this Subscription Agreement, equipment furnished or purchased by the District or Participating Institutions for the Project shall be retained by the District or said Participating Institutions, and any equipment furnished or purchased by the Contractor shall be retained by the Contractor.

24. COMPLIANCE WITH LAWS. Performance of all obligations under this Subscription Agreement shall be in compliance with all applicable laws and regulations.

25. NONDISCRIMINATION. Contractor shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Contractor shall also comply with the provisions of the Fair Employment and Housing Act (Gov. Code §§ 12900 *et seq*) and the applicable regulations, as well as the provisions of Government Code sections 11135-11139.8.

26. ACCESSIBILITY FOR PERSONS WITH DISABILITIES. Contractor shall comply in all respects with the Americans with Disabilities Act (ADA of 1990 (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

27. CONFLICT OF INTEREST. Contractor shall not hire or contract with any officer or employee of District or any member of their immediate family to perform any service covered by this Subscription Agreement. Contractor warrants that no officer or employee of District has any financial interest, direct or indirect, in Contractor. Any question which may arise during the performance of this Subscription Agreement regarding a possible conflict of interest shall be referred to District for adjudication.

28. APPROPRIATED FUNDS. (a) The continuation of this Subscription Agreement shall be subject to sufficient appropriated funds being received by District from the State of California to administer and support the program. In the event, through no action or inaction on part of District, sufficient funds are not available from the State or other sources or are discontinued at any time, the District may terminate this Subscription Agreement upon thirty (30) days prior written notice to the Contractor, subject to payment of all fees and travel expenses owed for the Work, SaaS Services and other services provided by Contractor under this Subscription Agreement through the effective date of termination. In the event of such termination, upon receipt of written notice Contractor shall take all reasonable steps to end Work and the SaaS Services and minimize further costs.

(b) In the event of the foregoing, Contractor agrees that it will extend the Subscription Fee pricing set forth on the Fee Schedule for the duration of the then current term of this Subscription Agreement to any Participating Institutions that wish to continue the SaaS Services, subject to such Participating Institution agreeing to timely make the Subscription Fee payments with respect to its SaaS Services in accordance with the payment terms of this Subscription Agreement and continuing to comply with the other terms and conditions of this Subscription Agreement.

29. SURVIVAL. The terms of sections 14 (INTELLECTUAL PROPERTY), 19 (USE OF NAME), 21 (INDEMNIFICATION), and 22 (INSURANCE), and Addendum sections 1.2, 5 (PROTECTION FROM THIRD PARTY INFRINGEMENT), 6 (LIMITATION OF LIABILITY), 7 (CUSTOMER'S UNDERTAKINGS), AND 8 (CUSTOMER DATA) as well as any provisions that are inherently intended to survive the termination of an agreement shall survive the early termination or expiration of the Subscription Agreement and remain in effect.

30. NOTICES. Any notice required or permitted by this Subscription Agreement shall be in writing and shall be delivered by (i) personal delivery; (ii) certified mail; or (iii) electronic mail to the respective party's Authorized Official.

31. WAIVER. No waiver of any breach of this Subscription Agreement shall be held to be a waiver of any other subsequent breach. The failure of any party to enforce at any time any of the provisions of this Subscription Agreement, or to require at any time performance of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Subscription Agreement or effect the rights of the such party to thereafter seek enforcement of the Subscription Agreement.

32. APPLICABLE LAW. This Subscription Agreement shall be interpreted and governed by the laws of the State of California.

33. ENTIRE AGREEMENT. This Subscription Agreement, including its Exhibits, is the complete agreement of the Contractor and the District and supersedes all prior understandings regarding the subject matter of this Subscription Agreement.

34. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Subscription Agreement may be executed in one or more counterparts, and counterparts may be exchanged by facsimile, electronic mail or other electronic transmission, each of which will be deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the respective parties have executed this Subscription Agreement on the dates indicated below.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT   **EX LIBRIS (USA) INC.**

By: _____
(Signature of authorized official of District.)

By: *Michael Grinman*
Michael Grinman (Aug 2, 2018)
(Signature of authorized official of Contractor.)

Name: Andrew B. Suleski
Title: Vice President for Administration
Date: 8/1/18

Name: Mike Grinman
Title: mike.grinman@exlibrisgroup.com
Date: Aug 2, 2018

Exhibits:
A: Statement of Work
B: Addendum
C: Defined Terms
D: Fee Schedule

TO BE COMPLETED BY DISTRICT ONLY						
The person preparing this contract must complete this section and obtain appropriate initials before contract will be approved.						
Initiating Department:	CCC Technology Center	Preparer's Name & ID:		Cindy McCartney / 3163609	Phone:	4082
Vendor Name:	ExLibris (USA), Inc.			Vendor ID:		
PO Description *(Max. 25 characters)*:		Library SaaS 8/1/18-8/30/20				
Budget Code:	12-276-380-1-678036-55100		PO Amount:		$4,848,369.00	
Contract Monitor Name *(Person Who Approves Invoices)*:			Amy Beadle & Tim Calhoon		Phone:	4091
Dept. Dean/Director Initials: *Tim Calhoun* Tim Calhoon (Aug 1, 2018)			Dept. Vice President Initials:			
Business Contracts Approval:			**Purchase Order Number:**			

EXHIBIT A

STATEMENT OF WORK

[ATTACHED AS ANNEX C OF EXHIBIT B]

EXHIBIT B

ADDENDUM TO SUBSCRIPTION AGREEMENT

This Addendum establishes additional terms that are incorporated fully into the Subscription Agreement by and between Butte-Glenn Community College District ("District") and Ex Libris (USA), Inc. ("Ex Libris"), referred to respectively as "District" and "Contractor" in the Subscription Agreement.

1. SUBSCRIPTION TO SaaS SERVICES

1.1.   In consideration of the full payment of the annual subscription fee by the District (the "**Subscription Fee**") for the SaaS Service, as set forth in the Fee Schedule attached as Exhibit D, and subject to all the terms and conditions in this Subscription Agreement, Ex Libris hereby grants to Participating Institutions the right to access and use the functionality of the SaaS Service (the "**Subscription**"), as outlined in the Fee Schedule (including, without limitation, any limitation of use to specific locations and Named Users and other use and access restrictions as set forth in the Fee Schedule), 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 Participating Institutions in conjunction with and under the terms and conditions of this Agreement.

1.2.   As between the District and Participating Institutions, on the one hand, and Ex Libris on the other hand,, 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 anonymized statistical data derived from the operation of the SaaS Service, are and will remain at all times owned by Ex Libris. Other than the rights explicitly granted to District and Participating Institutions in this Subscription Agreement, 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 Participating Institutions in accordance with the SaaS Service Level Agreement set forth in Annex A (the "SLA"). In addition, Ex Libris shall provide Participating Institutions 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.

2.2.   The above support services do not include on-site services or training, apart from any on-site work included in the Implementation Services, which is built into the Fee Schedule. If District requests such services, Ex Libris shall provide them and invoice District at its standard daily rates plus travel and subsistence expenses.

2.3.   Provisions applicable to a specific SaaS Service may be set forth in Annex B hereto, and/or in the relevant Fee Schedule, and form a part of this Subscription Agreement.

3. IMPLEMENTATION AND OTHER SERVICES

3.1.   In consideration of the full payment of the Implementation Fee as set forth in the Fee Schedule, Ex Libris shall provide the Participating Institutions the implementation services as specified in Annex C attached hereto (the "**Implementation Services**"). The parties will mutually agree upon a suitable implementation schedule for the above specified services.

3.2.   District and each Participating Institution agree to perform the tasks assigned to it in the Implementation Services. Time is of the essence for all parties to the implementation plan described in Annex C. It is understood that effective communications and cooperation among Ex Libris, the District, and Participating Institutions are essential ingredients to the success of the Implementation Plan. To such end, Ex Libris and the District have each designated in Section 13 of the Subscription Agreement project coordinator who will serve as principal contact for the technical and business communications with respect to the Implementation Plan.

3.3.   If any Participating Institutions use non-Ex Libris programs ("**Third Party Programs**") that interoperate with the SaaS Service, such Participating Institution 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. For the sake of clarity, this provision does not refer to programs used or provided by Ex Libris as part of the SaaS Services.

4. DOCUMENTATION

Ex Libris shall make available in electronic format at no cost to District and Participating Institutions, all standard materials published by Ex Libris for use by subscribers to the SaaS Service, including manuals and other relevant materials and documentation, as updated from time to time (**"Documentation"**). District and Participating Institutions 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 Subscription Agreement.

5. PROTECTION FROM THIRD PARTY IP INFRINGEMENT

5.1.   Ex Libris will defend District or any Participating Institution to the extent any claim, suit, action or proceeding (each, a **"Claim"**) brought by any third party against District or Participating Institution alleges that the SaaS 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 SaaS Service other than as permitted by this Subscription Agreement.

5.2.   The obligations set forth in the immediately preceding paragraph shall be subject to the District or Participating Institution (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.

5.3.   If the SaaS 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 SaaS Service to make it non-infringing, while maintaining equivalent functionality; (b) procure for Participating Institutions the right to continue using the SaaS Service pursuant to this Subscription Agreement; or (c) terminate this Subscription Agreement and refund to District, on a pro-rata basis, the amount of any Subscription Fee that Ex Libris has received from District for the period between the effective date of termination of this Subscription Agreement and the expiration of the subscription period for which the Subscription Fee has been paid.

6. LIMITATION OF LIABILITY

6.1.   Ex Libris does not assume any liability 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 District or Participating Institution in the SaaS Service without Ex Libris' express and prior written consent.

6.2.   Neither District, any Participating Institution, nor Ex Libris shall incur any liability hereunder for any indirect, incidental, special, punitive or consequential damages for claims arising from or related to this Subscription Agreement or the use or inability to use the SaaS Services, including but not limited to reliance, cover or loss of anticipated profits or convenience, even if Ex Libris has been advised of the possibility of such damages. Ex Libris shall not be liable for lost revenues or profits regardless of whether they are classified as direct damages or any other type of damages. IN ANY CASE, (A) EXCEPT WITH RESPECT TO EX LIBRIS' INTELLECTUAL PROPERTY INDEMNITY OBLIGATIONS UNDER SECTION 5.1 ABOVE WHICH SHALL BE UNCAPPED, EX LIBRIS' ENTIRE LIABILITY ARISING FROM OR UNDER THIS SUBSCRIPTION AGREEMENT, OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF THE SAAS SERVICE, SHALL BE LIMITED TO: 1) THE AMOUNT OF THE IMPLEMENTATION FEE, FOR CLAIMS ARISING FROM IMPLEMENTATION SERVICES, AND 2) FOR ALL OTHER CLAIMS, THE AMOUNT OF SUBSCRIPTION FEE ACTUALLY PAID BY DISTRICT FOR THE SAAS SERVICE WHICH IS THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTHS

PRIOR TO BRINGING THE CLAIM, OR, IF THE AGREEMENT HAS EXPIRED OR BEEN TERMINATED, THE TWELVE (12) MONTHS PRIOR TO TERMINATION OR EXPIRATION OF THE AGREEMENT AND (B) EXCEPT WITH RESPECT TO PARTICIPATING INSTITUTIONS' OBLIGATIONS UNDER SECTION 7.4 BELOW WHICH SHALL BE UNCAPPED, DISTRICT AND PARTICIPATING INSTITUTIONS' ENTIRE LIABILITY ARISING FROM OR UNDER THIS AGREEMENT, OR IN CONNECTION WITH THE USE OF THE SAAS SERVICE, SHALL BE LIMITED TO: 1) THE AMOUNT OF THE IMPLEMENTATION FEE, FOR CLAIMS ARISING FROM IMPLEMENTATION SERVICES, AND 2) FOR ALL OTHER CLAIMS, THE AMOUNT OF SUBSCRIPTION FEE ACTUALLY PAID AND PAYABLE FOR THE SAAS SERVICE WHICH IS THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTHS PRIOR TO BRINGING THE CLAIM, OR, IF THE AGREEMENT HAS EXPIRED OR BEEN TERMINATED, THE TWELVE (12) MONTHS PRIOR TO TERMINATION OR EXPIRATION OF THE AGREEMENT AND THE EXISTENCE OF MORE THAN ONE CLAIM OR SUIT WILL NOT ENLARGE OR EXTEND THIS LIMITATION. The foregoing does not limit District's obligation to pay fees due under this Agreement, including any fees due for exceeding the access and use restrictions set forth in the Fee Schedule to this Agreement.

6.3.   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 SAAS SERVICE, OTHER SERVICES AND ANY DATA ACCESSED THROUGH THE SAAS SERVICE, 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 THE SAAS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

7.   **CUSTOMER'S UNDERTAKINGS**

7.1.   District and each Participating Institution agree 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 to use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS Service or the Licensor Data, and to 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 Subscription Agreement, 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.

7.2.   District and each Participating Institution agrees to maintain the SaaS Service, any non-public Documentation and related materials confidential, except as required by law, and may disclose the SaaS Service and related materials to its employees or agents to the extent that such disclosure is necessary to District or Participating Institution's use of the SaaS Service, provided that District or Participating Institution 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 Subscription Agreement.

7.3.   District and each Participating Institution agree to abide by the access and use restrictions set forth in the Fee Schedule and Documentation, and to refrain from any use of the SaaS Service that is not expressly permitted by this Subscription Agreement or the Documentation. Specifically, but without limitation, District and each Participating Institution undertake to refrain from performing penetration tests or using the SaaS Service in any manner other than in the ordinary course of District and Participating Institution's regular activities.

7.4. To the extent that any third party brings a claim against Ex Libris alleging that information stored in the SaaS Service by or on behalf of a Participating Institution violates a third party's rights or breaches applicable law, such Participating Institution will defend the claim and pay any resulting judgment or negotiated settlement. The obligation set forth in this Section 7.4 shall be subject to Ex Libris (i) giving Participating Institution prompt notice of such claim; (ii) giving Participating Institution the sole authority to defend or settle such claim; and (iii) providing full cooperation in such defense or settlement at Participating Institution's expense and not taking any action that prejudices Participating Institution's defense or settlement of such claim.

7.5. In order to allow for proper implementation and operation of the SaaS Service, each Participating Institution shall meet and maintain the technical prerequisites set forth in the Documentation. Each Participating Institution 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 Participating Institutions with no less than six months' prior written notice of any change in the minimum browser requirements.

8. CUSTOMER DATA

8.1. Definitions:

8.1.1. **"Customer Data"** means any business information, personal information or other data which each Participating Institution stores, or provides to Ex Libris for storing and processing, in the SaaS Services.

8.1.2. **"Mining Customer Data"** means to search through, access, or extract non-anonymized Customer Data, metadata, or information which is not necessary to accomplish the purpose(s) of the Subscription Agreement, to provide the Work or SaaS Services, or to improve the Work or SaaS Services.

8.1.3. **"Personal Information"** means personal identifiers such as name, address, email address and phone number and such other items of personal information permitted to be stored on the SaaS Services.

8.1.4. **"Securely Delete"** means taking actions that delete data written on electronic media unrecoverable meeting DoD 5220.22-M or comparable standards.

8.1.5. **"Security Breach"** means an event in which Customer Data is exposed to unauthorized disclosure, access, alteration, or use.

8.2. Right and License in Customer Data; Confidentiality

8.2.1. Each Participating Institution shall own all rights, title and interest, including all intellectual property rights, in and to all of the Customer Data of such Participating Institution and shall each have sole responsibility for the legality, reliability, integrity, accuracy and quality of its Customer Data. Nothing in the Subscription Agreement shall be interpreted to transfer title or ownership of the Customer Data to Ex Libris or any other party. Except as otherwise set forth in this Subscription Agreement, Ex Libris has a limited, nonexclusive license to access, copy and use the Customer Data solely for the purposes of performing its obligations under this Subscription Agreement. Except as expressly stated in the Subscription Agreement, this Subscription Agreement does not give Ex Libris any rights, implied or otherwise, to Customer Data content or intellectual property.

8.2.2. Each Participating Institution shall retain possession and control of its own generated content.

8.2.3. 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. Ex Libris' publishes or makes available its information security procedures ("Information Security Plan") to District and its other customers and regularly reviews its Information Security Plan and updates and revises from time to time as necessary. Ex Libris shall perform an annual audit by a third-party independent auditor of its compliance with the ISO-27001 (or comparable industry) standard. The audit report generated by such audit shall be Ex Libris' confidential information. During the Term of this Subscription Agreement, the District may request in writing Ex Libris' then current ISO-27001 certification, in order to verify that Ex Libris processes personal information in accordance with this Subscription Agreement.

Ex Libris' Information Security Plan shall be designed to: (i) Ensure the security, integrity and confidentiality of the Customer Data; (ii) Protect against any anticipated threats or hazards to the security or integrity of such information; (iii) Protect against unauthorized access to or use of such information that

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could result in substantial harm or inconvenience to the person that is the subject of such information; (iv) Protect against unauthorized changes to or use of Customer Data; and (v) Comply with all applicable legal and regulatory requirements for data protection. Ex Libris' Information Security Plan shall include business continuity and disaster recovery plans, and a written response program addressing the appropriate remedial measures it shall undertake in the event that there is an information security breach. Ex Libris shall cause all subcontractors and other persons and entities whose services are retained specifically to provide Services to the Participating Institutions or who hold Customer Data, to implement information security procedures sufficient to enable Ex Libris' compliance herewith.

8.2.4. Each of the Participating Institutions acknowledges that use of the SaaS Service may involve providing Personal Information about such Participating Institution's permitted users, such as its staff and patrons, and other third parties, to Ex Libris, and each Participating Institutions shall be responsible for having all necessary rights to collect or allow collection of such Personal Information. As between District and Participating Institutions, on the one hand, and Ex Libris, on the other hand, Participating Institutions retain ownership of the Personal Information of each and may, at any time during the term of this Subscription Agreement, access, review, modify and delete Personal Information that Ex Libris is storing.

8.2.5. Except as otherwise provided in this Subscription Agreement, Ex Libris will use Customer Data only for the purpose of fulfilling its duties under the Subscription Agreement, and, except as part of the normal operation of the SaaS Services, will not share such data with or disclose it to any third party without the prior written consent of the relevant Participating Institution, except as required by law and except to affiliates and third party contractors retained by Ex Libris to provide services related to this Subscription Agreement under written obligations of confidentiality.

8.2.6. Each Participating Institution agrees, that it will not upload to or store on the SaaS Service, and Ex Libris will not be liable with respect to, personal data not necessary to operating library systems, 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, sexual orientation, biometric data, health and medical information, student academic records, employment records or financial records. Participating Institution 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). Ex Libris acknowledges that some basic personal information, such as names, postal addresses, email addresses, telephone numbers, and institutional ID, may be considered protected Personal Information pursuant to FERPA.

8.2.7. The SaaS Services provided to the Participating Institution and their Customer Data shall be hosted in data centers located in the United States. Except as incidental to Support, Implementation Services and other services provided hereunder, Customer Data will not be stored outside of the United States without prior written consent of the District. Ex Libris may utilize its Affiliates in the performance of its obligations under this Agreement.

8.2.8.

Ex Libris represents and warrants that in performing the Work and providing the SaaS Services, it will comply with all privacy and data protection laws and regulations of the United States applicable to its operation of the SaaS Services and the permitted Personal Information, including, as applicable, the provisions in the Family Education Rights and Privacy Act ("FERPA"), 20 USC Section 1232(g) et seq. and that it will use commercially reasonable efforts to protect each Participating Institution's Personal Information. To the extent that Ex Libris will have access to "education records" for the Participating Institutions' students as defined under the Family Educational Rights and Privacy Act (FERPA), Ex Libris acknowledges that for the purposes of the Subscription Agreement it is designated as a "school official" with "legitimate educational interests" in the education records, as those terms have been defined under FERPA and its implementing regulations. Each Participating Institution agrees that it will not store Education Records in the SaaS Service except to the extent that basic library patron data regarding its students used in a library system is deemed Education Records under FERPA.

Each Participating Institution represents and warrants that in using the SaaS Services, it will comply with all privacy and data protection laws and regulations of the United States applicable to its use of the SaaS Services,

including without limitation, the collection, use, transfer, and access by its users, of Personal Information in connection with the SaaS Services.

8.2.9. Ex Libris will provide access to Customer Data to its employees, subcontractors, and Affiliates who need to access the data to fulfill Ex Libris' duties under the Subscription Agreement. Ex Libris will ensure that employees, subcontractors, and its Affiliates who perform services are bound to obligations of confidentiality. Ex Libris trains its responsible employees from time to time on compliance with confidentiality and privacy requirements. To the extent applicable, Ex Libris will use the education records only for the purpose of fulfilling its duties under this Subscription Agreement for the Participating Institutions' benefit, and will not share such data with or disclose it to any third party except as part of the normal operation of the SaaS Services or otherwise provided for in this Subscription Agreement, as required by law, or authorized in writing by the relevant Participating Institution.

District and each Participating Institution acknowledge that Ex Libris can rely, is relying and will continue to rely on District and Participating Institutions' full compliance with the applicable obligations imposed by FERPA, as any such obligations may be amended or modified, with respect to any data that may be accessed, obtained, received, extracted, or otherwise used by Ex Libris (or which may be disclosed in any manner to Ex Libris by or on behalf of District or Participating Institutions), in individualized or aggregate form, in connection with the Work.

8.2.10. Ex Libris shall not use the Personal Information for any purpose except in the performance of this Agreement and to provide Support Services to the Participating Institutions and their respective permitted users.

Ex Libris will not use the Customer Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by the applicable Participating Institution.

Ex Libris is prohibited from Mining Customer Data for any purposes other than as part of the normal functioning of the SaaS Service for the benefit of Participating Institution and the operation of the SaaS Services environment by Ex Libris or those otherwise agreed to by the applicable Participating Institution.

8.2.11. Upon expiration or termination of a Subscription, Ex Libris will, upon District or Participating Institution's request, make the Customer Data available to Participating Institution for download for the forty-five (45) 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. Ex Libris will Securely Delete any such Customer Data containing Personal Information, and will following a period of no more than one hundred and twenty (120) days following the Termination Assistance Period provide certification of data deletion to the District or Participating Institution upon request.

8.2.12. Ex Libris will notify the District of impending cessation of its business and any contingency plans, including plans for the transfer and inventory of Customer Data.

8.3. Security Breach

8.3.1. Upon notification of any potential Security Breaches, Ex Libris shall promptly investigate and remediate such breaches using industry standard technology. Promptly, but in no event longer than 48 hours, after confirming a Security Breach, Ex Libris will notify the District and impacted Participating Institution, fully investigate the incident, and cooperate fully with the Participating Institution's response to the incident. Except as otherwise required by law, Ex Libris will not provide notice of the incident directly to individuals whose Personal Information was involved, regulatory agencies, or other entities, without prior written permission from the impacted Participating Institution.

8.4. Response to Legal Orders; Demands or Requests for Data

Except as otherwise expressly prohibited by law or an investigating authority, Ex Libris will:

(i) promptly notify the impacted Participating Institution of any subpoenas, warrants, or other legal orders, demands or requests received Ex Libris seeking Customer Data;

(ii) Consult with the Participating Institution regarding its response;

(iii) Cooperate with the Participating Institution's reasonable requests in connection with efforts by the Participating Institution to intervene and quash or modify the legal order, demand or request; and

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(iv) Upon the Participating Institution's request, provide the Participating Institution with a copy of its response.

If the Participating Institution receives a subpoena, warrant, or other legal order, demand, including requests pursuant to the California Public Records Act (Gov. Code, §§ 6250, *et seq.*) ("requests") or requests seeking Customer Data maintained by Ex Libris, the Participating Institution will promptly provide a copy of the request to Ex Libris. To the extent Participating Institution does not have access to such data, Ex Libris will promptly supply the Participating Institution with copies of records or information to which Ex Libris has access, at Participating Institution's reasonable expense, as required for the Participating Institution to respond, and will cooperate with the Participating Institution's reasonable requests in connection with its response.

9. FORCE MAJEURE

Ex Libris shall not be responsible for any failures of its obligations under this Subscription Agreement to the extent that such failure is due to causes beyond Ex Libris' 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, strikes, labor difficulties, lockouts, embargoes, or severe weather conditions.

10. PARTICIPATING INSTITUTIONS

10.1.   Participating Institutions shall be identified by the District from among, and are limited to, the 114 California community colleges listed in Exhibit D (the "CCCTC Institutions"). The District shall require Participating Institutions to enter into an agreement with the District regarding the SaaS Service, which agreement shall at minimum require the Participating Institutions to agree to the terms and their obligations under the Subscription Agreement, including the Addendum and Annexes, and that Ex Libris shall be entitled to enforce the terms and conditions of this Subscription Agreement against each of the Participating Institutions. Participating Institutions are the intended beneficiaries of the Subscription Agreement shall be entitled to enforce the terms and conditions of this Subscription Agreement against Ex Libris. So long as a Participating Institution is subject to the terms of this Subscription Agreement and that such terms are enforceable directly by Ex Libris (as required above), Ex Libris agrees that it shall enforce any claims it has for a Participating Institution's negligent or intentional acts in connection with this Subscription Agreement directly against such Participating Institution. The foregoing shall not limit Ex Libris' rights to make claims to and against the District for the District's obligations under this Subscription Agreement, including without limitation, with respect to payment of fees and other amounts due hereunder.

10.2.   Participating Institutions will be added to this Subscription Agreement as follows:

10.2.1.   On or prior to September 1, 2018, the District shall provide Ex Libris with formal notice (a "Notice of Participation") of the up to eight (8) CCCTC institutions that have agreed to become Participating Institutions and to be members of the vanguard group of institutions described in Annex C (Implementation Services) and such institutions shall thereafter be subject to the rights and obligations of Participating Institutions under the Subscription Agreement and be Participating Institutions hereunder for all purposes;

10.2.2.   On or prior to October 31, 2018, the District shall provide Ex Libris with a Notice of Participation of the list of CCCTC institutions that have agreed to become Participating Institutions and such institutions shall thereafter be subject to the applicable terms and conditions of this Subscription Agreement and be Participating Institutions hereunder for all purposes; and

10.2.3.   To the extent any of the CCCTC Institutions do not become Participating Institutions by October 31, 2018, such CCCTC Institutions may become Participating Institutions at a later date ("Late Adopters"), but no later than December 31, 2019, and shall be subject to alternative fees as set forth in the Fee Schedule. The District shall from time to time provide Ex Libris with Notices of Participation of Late Adopters that have agreed to become Participating Institutions and such institutions shall thereafter be subject to the applicable terms and conditions of this Subscription Agreement and be Participating Institutions hereunder for all purposes. Participation by CCCTC Institutions after December 31, 2019, shall be at the discretion of Ex Libris and the fees associated therewith shall be negotiated on a case-by-case basis.

10.3.   Late Adopters that do not join the main initial implementation project may implement the SaaS Services at a later date as part of a group of other Late Adopters, all subject to the services fees as outlined in the Fee Schedule. The District will work with Ex Libris to put together a group of Late Adopters for implementation of the SaaS Services and

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to define a mutually agreeable project plan and timeline. The District and such Late Adopters understand and agree that, unless otherwise agreed by the District and Ex Libris, such Late Adopters will be implemented in a group of at least six (6) institutions (and not on a stand-alone basis) and the timeline for implementation will be impacted by the need to gather such a group.

10.4. Various Participating Institutions and Ex Libris, and/or ProQuest LLC, Ex Libris' indirect parent, or an Affiliate thereof have previously entered into one or more software license or subscription agreement(s) ("Current Agreements") pursuant to which Ex Libris (or Affiliate) has granted, and Participating Institution has accepted, a license or subscription to use one or more of the software or services listed on Annex D hereto which are currently used by the Participating Institution and being replaced by the SaaS Services ("Current Software"). Effective upon Go Live Date of the SaaS Service for each such Participating Institution, (a) such Participating Institution shall stop using the Current Software, the Current Agreement(s) shall terminate with respect to such Current Software and all license, access and other rights granted to such Participating Institution (and any obligation to pay fees with respect to periods after such date) with respect to the Current Software will automatically terminate and (b) the prorated portion of the annual maintenance fees or subscription fees, as the case may be, paid by such Participating Institution 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 payable for that SaaS Service with respect to such Participating Institution.

11. RIGHTS AND REMEDIES OF THE DISTRICT FOR DEFAULT

11.1. In the event the District terminates this Subscription Agreement under Section 17 of the Subscription Agreement for Ex Libris' material breach, Ex Libris shall refund to District, on a pro-rata basis, the amount of any Subscription Fee that Ex Libris has received from District for the period between the effective date of termination of the Subscription Agreement and the expiration of the subscription period for which the Subscription Fee has been paid for terminated SaaS Services. The District's rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Subscription Agreement.

12. WARRANTY

12.1. Ex Libris warrants that (i) the Implementation Services will be performed in a professional manner and (ii) during the subscription period the SaaS Services will perform substantially in accordance with the Documentation.

12.2. Ex Libris warrants that at the time of implementation and at the time of each update and upgrade, the SaaS Services shall be free of harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software).

12.3. All warranties, including special warranties specified elsewhere herein, shall inure to District and the Participating Institutions.

13. SAFETY AND ACCIDENT PREVENTION

In performing work under the Subscription Agreement on the premises of District or Participating Institutions, Ex Libris shall conform to all specific safety requirements contained in this Subscription Agreement or as required by law or regulation. Ex Libris shall take all additional precautions as the District or Participating Institution may reasonably require for safety and accident prevention purposes.

LIST OF ANNEXES

ANNEX A   **SaaS Service Level Agreement (SLA)**

ANNEX B   **SaaS Service-Specific Provisions**

ANNEX C   **Implementation Services**

ANNEX D   **Current Software**

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 Subscription Agreement 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 Participating Institution or District 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 Subscription 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 Participating Institution 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 Toronto 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 Participating Institution's failure to perform any obligation under the Subscription Agreement that affects the performance of the SaaS Service; and/or (c) any actions or omissions of the Participating Institution, its permitted users or any third party acting on their behalf, or to the Participating Institution 's or any third party's equipment, software or other technology; (iii) SaaS Service unavailability caused by the suspension and termination of the Participating Institution '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 Participating Institution (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 District shall be entitled to terminate the Subscription immediately, without Ex Libris incurring any liability arising from the fact of such termination. The District and Participating Institution are liable for Subscription Fees only up to the date of termination. The District'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 Participating Institution or District 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 Participating Institution or District 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 Participating Institution: (i) complying with the terms and conditions of the Subscription Agreement, including this SLA; (ii) complying with Ex Libris' instructions, if any, for performing corrective action; and (iii) the Participating Institution 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 Participating Institution'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. Participating Institution 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 Participating Institution and available for Participating Institution to view via a designated link on the Participating Institution 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 Participating Institution 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 B

SaaS Service-Specific Provisions

Provisions that apply specifically to Alma

1. DaaS – DATA AS A SERVICE

1.1 Both Participating Institution 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)   Participating Institution may choose to post certain Customer Data into a community zone which is accessible by all of the SaaS Service customers (the "**Community Zone**"). Participating Institution 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 Participating Institution 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 Exhibit C).

Provisions that apply specifically to Primo

1.   If the Participating Institution wishes to contribute usage logs to the bX service (the "**bX Service**"), the Participating Institution shall provide access to the Participating Institution's linking service, as specified in the Service FAQ available on Ex Libris' customer information site (currently: http://registration.service.exlibrisgroup.com/customer/faq.do?product=bx). All usage logs so contributed will be anonymized and the data will be encrypted during transfer from Participating Institution's linking server to the bX server. The Participating Institution agrees that all such data contributed to the bX Service will be used by the bX Service on a perpetual, irrevocable basis, whether or not Participating Institution continues to contribute to the bX Service or terminates the Participating Institution.

2.   Participating Institution 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. Participating Institution further agrees that it shall not, nor will it allow any end user or third party to:

2.1.   Store or cache data accessible through the SaaS Service (the "**Data**") beyond the normal day-to-day use of an individual user;

2.2.   Return or display in the Data search results snippets of full text that exceed one hundred and sixty one (161) characters in length;

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2.3. Independently produce or display snippets in the Data search results when no such snippets are returned by the SaaS Service;

2.4. Use the Data for or in connection with any application, product or service other than the SaaS Service;

2.5. Create or repackage a database containing material amounts of Data;

2.6. Merge Data with other data or records (whether or not obtained via the Primo Central Index), in any manner.

2.7. Text mine, data mine or harvest metadata from the Data.

Alma and Primo Implementation Services with Alma Standard Migration

[NOTE: This is a sample implementation services description, and will be revised according to final topology analysis]

Overview

The approach detailed within this annex applies primarily to the initial group of Participating Institutions implementing the SaaS Services. As noted below some of the tasks and processes will be varied with respect to Late Adopters, along with other reasonably necessary variations depending on the number and size of Late Adopters participating in a subsequent wave of implementation.

Alma institution(s):   TBD
Alma sandbox (es):   TBD
Primo institution(s):   TBD
Primo sandbox (es):   TBD
Implementation topology: TBD

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

The Participating Institutions (other than Late Adopters, if any) will be implemented simultaneously in a single wave, preceded by a vanguard group of up to 8 institutions (used for planning purposes) ("Initial Implementation Wave"). The expected project duration for the Initial Implementation Wave is 16 months (four months for the vanguard phase, and twelve months for the complete group of up to 114 California Community College institutions). The expected project duration for any subsequent wave(s) of Late Adopters is 6-12 months, depending on number and size of Late Adopters – there will not be a vanguard phase for Late Adopters. If the District would like to extend the Implementation timeline for any waves of implementation beyond the agreed upon duration, negotiation regarding the extended schedule and related costs will be conducted.

1. **Project management, training, customer assistance**
   1.1. Services provided:
      - Initial Implementation Wave Only: Vanguard Kick-off meeting (1 day onsite) and Full Implementation Kick-off meeting (2 days onsite)
      - Implementation for Late Adopters: Web-based kick-off meeting for the implementation phase
      - Regular project calls
      - Reporting and tracking of project progress, tasks and issues
      - Guided implementation assistance
      - Alma "train-the-trainer" training (Web-based recorded)
      - Initial Implementation Wave Only: 3 Functional workshops (3 days onsite during vanguard phase, two instances of 4 days onsite during full implementation phase)
      - Implementation wave for Late Adopters (minimum of 6 Late Adopters): single 3 day onsite workshop
      - Alma Administration Certification training (Web-based recorded)
      - Primo Administration training (Web-based recorded)
   1.2. Ex Libris shall perform all project management, customer assistance and "train-the-trainer" training.
   1.3. District is responsible to appoint a library project team and a project coordinator who will serve as the primary contact for the Ex Libris project manager. If required, relevant IT resources need to be provided by the District or Participating Institution in accordance with the project plan.

1.4 District project team shall participate in the Alma "train-the-trainer" training and are responsible for performing internal library staff training. At least two persons from each Participating Institution will be required to participate in the Alma and Primo Administration Certification training and take certification exam.

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

1.6. Ex Libris uses Web-based project management tool "Basecamp" as major communication platform during implementation project. District or Participating Institution project team is expected to use this platform following guidelines provided by Ex Libris project team.

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 District and Participating Institution needs and joint analysis with Ex Libris:
- Acquisitions
- Fulfillment
- User Management
- Resource management
- Standard third party integrations

2.2. Standard Alma third party integrations include:
- User Management
  o Importing of user (patron) information from a Student Information System
  o Exporting of fees and fines to the institutional financial system (Bursar)
- Acquisitions
  o ProQuest OASIS – Real Time Ordering Integration
  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
  o EOD (Embedded Order Data) import
  o Export Orders (PO) for sending to the institutional ERP (Enterprise Resource Planning) / financial system
  o Fund Allocation Loader to allocate amounts to the funds in Alma.
  o Setup for Electronic Data Interchange (EDI) messages used to communicate with the vendors (sending of orders, import of invoices).
- Metadata Management
  o ProQuest Ebooks Central – Upload Electronic Holdings
  o Repository Metadata import
  o OCLC Connexion client (if applicable)
  o External catalogs search (via Z39.50)
  o Publishing of bibliographic information to 3rd party systems (OCLC WorldCat, Libraries Australia, SunCat, COPAC, HathiTrust - if applicable)
  o Publishing of library holdings to 3rd party systems (OCLC WorldCat, Libraries Australia, SunCat, COPAC, HathiTrust - if applicable)
  o Alma setup as Z39.50 (data provider)
  o Publish electronic records to Google Scholar
- Fulfillment
  o Standard Resource Sharing / Interlibrary Loan (ILL) services, as relevant:
    - OCLC ILLiad (OpenURL/NCIP v.2.0)
    - OCLC WorldCat Navigator (NCIP v.2.0)
    - OCLC VDX (NCIP v.2.0)
    - Relais D2D (OpenURL/NCIP v.2.0)
    - British Library Document Supply Service (using ARTEmail protocol)
    - Innovative INN-Reach (NCIP v.1.0)

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- Kronosdoc GTBib-SOD (OpenURL/NCIP v.2.0)
- Clio II (OpenURL/NCIP v.2.0)
- ISO – Communication between Alma and another resource sharing (Alma or non-Alma) system
- SLNP
  - Remote Storage Facility (transfer list of barcodes and requests pickup location to defined SFTP site or API-based HK/Dematic ASRS solution)
- Self-Check machines (using SIP2 protocol)
- Staff Authentication - the following 4 options are available
  - Lightweight Directory Access Protocol (LDAP)
  - SAML 2.0 protocol
  - Central Authentication Service (CAS)
  - Social authentication (OAuth 2.0 protocol)

2.3. Configuration includes set up of the following areas within Ex Libris Primo:
- Institutional view with standard search box, scopes, facets and resources types
- Integration with Ex Libris Alma:
  - As a data source - up to 2 rounds of data loading in Primo, including:
    - Initial (default normalization rules applied)
    - Final (custom normalization rules applied), if applicable
  - For delivery (availability, request, link resolution)
  - 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
- Activation of bX (if applicable)
- EBSCO API integration (if applicable)
- End-user patron authentication via institutional LDAP, Shibboleth (using SAML 2.0 protocol), CAS or Social authentication (OAuth 2.0). For data privacy reasons end-user authentication must be performed via one of these standard authentication systems.
  - Integration with one OAI-PMH compliant digital repository (if applicable)

2.4 Ex Libris shall perform all configuration of Alma based on Participating Institution input in Ex Libris-provided form/workbook.

2.5 Ex Libris shall perform all configuration of Primo based on Participating Institution input in Ex Libris-provided form/workbook (for new Primo customer).

2.6 Each Participating Institution or the District 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.

2.7 Third party integrations not mentioned above can be configured by each Participating Institution or the District following Go-Live.

2.8 Each Participating Institution or the District is responsible for configuring branding in Primo using the standard tools.

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 each Participating Institution's current ILS and from each Participating Institution's current Link Resolver [list of ILS's and link resolvers to be finalized upon determination of the Participating Institutions]:
   Please note: The migration of specific elements in scope may vary between source systems and are detailed in the relevant specific source system migration guides.
   - Bibliographic records [MARC21]
   - Inventory
     - Print - Item records, Holdings records
     - Electronic - from SFX – Targets, Target services, Object portfolios, Objects
     - Electronic - from 360 Core/Link– Databases and their titles (holdings/portfolios)
     - Electronic - from non-SFX/360 Core/Link – Full Text Targets, Electronic Titles

- Patrons
- Fulfillment
  - Loans (current)
  - Hold requests (current on hold shelf)
  - Fines & Fees (current)
  - Aggregate historical circulation statistics (loan count and last loan date at item-level)
- Acquisitions (if purchased by a Participating institution migrating from a source ILS for which Acquisitions data migration is supported by Ex Libris)
  - Print - Vendors (vendors are migrated during the test round and are not re-migrated during cutover round), Funds, Purchase orders, Invoices
  - Electronic resource management – Licenses, Interfaces, Electronic inventory enrichment (from the Participating Institution's current ERM)– the Participating Institution will be required to follow the data format requirements provided by Ex Libris
  - Electronic COUNTER usage data (from the Participating Institution's current COUNTER system:
    - All COUNTER data for your current USTAT account
    - data from the previous 36 months
- Course reserves (if purchased by a Participating Institution migrating from a source ILS for which Course Reserves data migration is supported by Ex Libris)
  - Course Information
  - Reading lists
  - Citations

3.3 Authority Data - Alma Community Zone includes global authorities (local authority records may be loaded using Alma standard tools post Go Live Date).

3.4 If a Participating Institution subscribes to managing Digital resources in Alma the following can be performed using Alma standard tools post Go Live Date:
- Metadata and objects can be ingested into Alma
- Remote Digital repository metadata can be harvested into Alma via OAI-PMH

3.5 Ex Libris will:
- Provide migration guides and forms.
- Provide tools/guidelines for data extraction from Ex Libris 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.
- In case any source database does not represent a single organization, there may be a need to split or combine the source database data during migration. In such cases, Ex Libris will:
  - Split data from Ex Libris source ILS databases based on library/location codes indicated by the customer in the relevant migration inputs. Note: Splitting data based on location/library is not intended for data cleanup, but for organizational separation only.
  - Combine data from multiple source databases. This does not include data de-duplication services, but rather appending data from each source system together into a single target Alma institution.

3.6 District and/or Participating Institution will:
- Extract data from Ex Libris systems using Ex Libris-provided and supported tools.
- Extract data from Non-Ex Libris source systems following the data format requirements provided by Ex Libris (if the customer is unable to provide data in required formats in the project test load timeframe, the Alma project schedule will need to be re-scheduled)
- Provide input via migration forms.
- Provide data structure description for non-Ex Libris source systems
- 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
- Review and test Alma configuration and workflows, and provide feedback in the defined time frame
- In case any source database does not represent a single organization, there may be a need to split or combine the source database data during migration. In such cases, District and/or Participating Institution will:

- o Split data from non-Ex Libris source systems and provide to Ex Libris in separate files per organization/target Alma institution for separating organizations.
- o Provide library/location codes in the relevant Ex Libris source system migration inputs for separating data. Note: Splitting data based on location/library is not intended for data cleanup, but for organizational separation only.
- o Prepare combining organizations' data by aligning codes and policies prior to test round migration, where relevant, for organizations that are combining.

3.7 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

4. Network Zone

4.1 Single de-duplicated central bibliographic catalog is not used by all member institutions in a single source system. Ex Libris will provide migration services to create a single set of de-duplicated bibliographic records from ALL members' separate ILS databases to populate the Alma Network Zone. The bibliographic data must follow the data format requirements provided by Ex Libris.

- ▪ All bibliographic records to be stored in the Network Zone must be provided to Ex Libris prior to test load round of migration with a unique "common identifier" in the 035 |a, 035 |z or 001 MARC fields, for instance OCLC id. This field will be used both for de-duplicating across member institutions and for linking each Alma member institution's shared catalog records to the central Network Zone catalog.
- ▪ A "master" bibliographic record will be determined for Alma Network Zone population for each unique "common identifier" on a first come, first served basis - based on a list of ordered Alma institutions provided by the District – typically from largest to smallest institution.
- ▪ The "master" de-duplicated records determined across the Alma Institution Zones will populate the Alma Network Zone.
- ▪ Each matching bibliographic record from the Alma Institution Zone members with a common identifier will link to the "master" catalog record in the Alma Network Zone, while retaining any marked local fields (in the local field ranges supported by Alma as defined in the data format requirements) for that particular institution in the Alma Institution Zone.
- ▪ The de-duplication scope described above is performed across Alma institution zones rather than within Alma Institution Zones, which is not included in the migration services - as noted in the General section above.

4.2 Any Late Adopters' records will be linked to the existing Network Zone records.

ANNEX D

CURRENT SOFTWARE

Voyager (North Orange Community College, College of the Canyons, Compton Community College District, Gavilan College, Glendale Community College, Moorpark College, Ohlone Community College District, Ventura County Community College, Santa Rosa Junior College, Sierra College,

SFX and SFX KnowledgeBase (Ventura County Community College)

360 Core/Link and 360 KnowledgeBase (Imperial Valley College, Riverside Community College, West Los Angeles College)

Summon (West Lost Angeles College)

EXHIBIT C

Definitions

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

"Subscription Agreement" means the Subscription Agreement, including its Exhibits and other attachments.

"Agreement Effective Date" means the date set forth in Section 2 of the Subscription Agreement, which is the date this Subscription 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 B, 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) pursuant to Section 10.4 of the Addendum.

"Current Software" means the software and services listed on Annex D to the Addendum, as applicable in accordance with Section 10.4 of the Addendum.

"Customer Data" means, as set forth in Section 8, any business information, personal information or other data which District or Participating Institution stores, or provides to Ex Libris for storing, in the SaaS Service.

"Documentation" means, as set forth in Section 4 of the Addendum, materials published by Ex Libris for use by Participating Institutions, including manuals and other materials.

"Ex Libris" means the Ex Libris entity named in the first paragraph of this Subscription Agreement.

"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 Participating Institution first uses the SaaS Service for commercial or production purposes, or makes the SaaS Service generally available to Participating Institution's users, or uses the SaaS Service in any way beyond testing.

"Implementation Services" means, with respect to the relevant SaaS Service, the implementation services set forth on Annex C to this Subscription Agreement, as set forth in Section 3.1 of the Addendum.

"Fee Schedule" means, the Fee Schedule(s) attached to this Subscription Agreement as Exhibit D.

"Initial Term" means, with respect to a Subscription, the period of time beginning on the Go Live Date of the Participating Institution and ending upon the on the first anniversary of the Go Live Date of such Participating Institution (unless earlier terminated).

"Licensor Data" means, as set forth in Section 1.1 of the Addendum, third-party data that may be accessed via the SaaS Service.

"Named Users" means, Participating Institutions' users that have been entitled by the Participating Institutions with unique login credentials to the SaaS Service. Named Users may include Participating Institution'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.

"Participating Institution" means, as set forth in the recitals of this Subscription Agreement, each subscribing CCCTC Institution that has entered into this Subscription Agreement with Ex Libris.

"Personal Information" means, as set forth in Section 8.2.4 of the Addendum, personal information of Participating Institution'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.

"Fee Schedules" means, as set forth in Section 6 of the Subscription Agreement and attached as Exhibit D, collectively the Initial Fee Schedule and any Additional Fee Schedules.

"SaaS" means Software as a Service.

"SaaS Service" means, as set forth in recitals of the Subscription Agreement, the Alma and Primo SaaS Service(s) and any additional SaaS services added by agreement of the parties.

"SaaS Service Contract Date" means, with respect to a SaaS Service, the date as of which that SaaS Service became a part of this Subscription Agreement. Accordingly, the SaaS Service Contract Date of a SaaS Service that was included on the Initial Fee Schedule would be the Agreement Effective Date. However, the SaaS Service Contract Date of a SaaS Service that was included on an Additional Fee Schedule subsequently prepared by Ex Libris, signed by the Customer and added to the Fee Schedule would be the date of the Customer's signature on such Additional Fee Schedule (or the date of any other amendment to this Subscription Agreement by which the SaaS Service was added).

"SLA" means, as set forth in Section 2.1 of the Addendum, the Service Level Agreement set forth on Annex A.

"Subscription" means, as set forth in Section 1.1 of the Addendum, the right to access and use the functionality of the SaaS Services.

"Subscription Effective Date" means, with respect to a Subscription, the beginning date of that Subscription as set forth in the Fee Schedule or otherwise in this Agreement.

"Subscription Fee" means, with respect to the relevant SaaS Service, the Subscription Fee set forth on the relevant Fee Schedule, as set forth in Section 6 of the Subscription Agreement.

"Support Services" means, as set forth in Section 2.1 of the Addendum, 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 extensions, as set forth in Section 2 of the Subscription Agreement.

"Termination Assistance Period" means, as set forth in Section 8.2.11, the 45-day period immediately following the expiration or termination of a Subscription, during which Ex Libris will, upon Participating Institution's request, make the Customer Data available to Participating Institution for download.

"Third Party Programs" means, as set forth in Section 3.3 of the Addendum, non-Ex Libris programs that interoperate with the SaaS 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.).

Fee Schedule

ALMA & PRIMO

All Prices Quoted are in USD

1. Fees

    (a) Annual Subscription Fees

        (i) The initial annual Alma and Primo Subscription Fees_for each of the 114 California Community College Institutions are outlined in Table A below. The total Subscription Fees payable to Ex Libris are based on the community college institutions which become Participating Institutions:

        (ii) 10 Standard Alma Sandboxes (to be shared amongst the consortium members) and 1 Standard Network Zone Sandbox is included in the annual Subscription Fee; it includes standard Ex Libris data and standard Ex Libris configuration.

        (iii) 10 Standard Primo Sandboxes (to be shared amongst the consortium members) and 1 Standard Network Zone Sandbox are included in the annual Subscription Fee; it includes up to 100,000 records.

TABLE A—California Community Colleges Initial Annual Alma and Primo Subscription Fees

	College	Initial Annual Alma Subscription	Initial Annual Primo Subscription
1	Allan Hancock College	$ 9,559	$ 5,609
2	American River College	$ 17,193	$ 10,153
3	Antelope Valley College	$ 7,537	$ 4,309
4	Bakersfield College	$ 9,396	$ 6,199
5	Barstow College	$ 3,998	$ 2,073
6	Berkeley City College	$ 2,710	$ 1,424
7	Butte College	$ 10,477	$ 6,110
8	Cabrillo College	$ 14,120	$ 7,053
9	Canada College	$ 5,382	$ 2,633
10	Cerritos College	$ 17,641	$ 9,816
11	Cerro Coso Community College	$ 3,871	$ 1,683
12	Chabot College	$ 12,987	$ 6,448
13	Chaffey College	$ 16,705	$ 9,624
14	Citrus College	$ 11,015	$ 5,666
15	City College of San Francisco	$ 55,881	$ 19,387
16	Clovis Community College	$ 4,765	$ 2,385
17	Coastline Community College	$ 2,710	$ 2,278
18	College of Alameda	$ 5,374	$ 2,313
19	College of Marin	$ 6,840	$ 2,764
20	College of San Mateo	$ 6,673	$ 3,826

21	College of the Canyons	$	8,888	$	6,369
22	College of the Desert	$	8,590	$	4,967
23	College of the Redwoods	$	6,352	$	3,124
24	College of the Sequoias	$	9,060	$	4,104
25	College of the Siskiyous	$	4,715	$	2,490
26	Columbia College	$	5,741	$	2,749
27	Compton College	$	4,572	$	2,134
28	Contra Costa College	$	12,930	$	6,969
29	Copper Mountain College	$	5,350	$	2,244
30	Cosumnes River College	$	11,744	$	6,521
31	Crafton Hills College	$	5,332	$	2,443
32	Cuesta College	$	9,972	$	4,853
33	Cuyamaca College	$	9,065	$	4,468
34	Cypress College	$	9,549	$	5,677
35	De Anza College	$	12,336	$	6,508
36	Diablo Valley College	$	11,279	$	7,255
37	East Los Angeles College	$	16,530	$	8,843
38	El Camino College	$	16,217	$	9,420
39	Evergreen Valley College	$	5,949	$	2,969
40	Feather River College	$	2,477	$	1,041
41	Folsom Lake College	$	7,170	$	3,197
42	Foothill College	$	8,800	$	4,247
43	Fresno City College	$	16,567	$	9,578
44	Fullerton College	$	14,849	$	8,265
45	Gavilan College	$	8,334	$	4,012
46	Glendale Community College	$	15,871	$	8,848
47	Golden West College	$	10,634	$	6,078
48	Grossmont College	$	46,565	$	25,084
49	Hartnell College	$	8,740	$	4,151
50	Imperial Valley College	$	5,754	$	3,516
51	Irvine Valley College	$	13,742	$	7,556
52	Lake Tahoe Community College	$	4,245	$	1,479
53	Laney College	$	12,608	$	5,390
54	Las Positas College	$	8,586	$	3,517
55	Lassen Community College	$	2,467	$	1,274
56	Long Beach City College	$	27,521	$	13,458
57	Los Angeles City College	$	14,551	$	8,137
58	Los Angeles Harbor College	$	7,977	$	4,545
59	Los Angeles Mission College	$	7,642	$	3,955
60	Los Angeles Pierce College	$	17,546	$	9,184

61	Los Angeles Southwest College	$ 5,958	$ 2,033
62	Los Angeles Trade Technical College	$ 8,158	$ 5,209
63	Los Angeles Valley College	$ 12,656	$ 7,165
64	Los Medanos College	$ 4,297	$ 2,890
65	Mendocino College	$ 3,333	$ 1,800
66	Merced College	$ 14,153	$ 7,130
67	Merritt College	$ 7,090	$ 3,089
68	MiraCosta College	$ 12,359	$ 6,315
69	Mission College	$ 11,033	$ 5,182
70	Modesto Junior College	$ 9,667	$ 6,470
71	Monterey Peninsula College	$ 23,909	$ 10,048
72	Moorpark College	$ 8,210	$ 5,274
73	Moreno Valley College	$ 5,999	$ 3,498
74	Mt. San Antonio College	$ 17,602	$ 11,403
75	Mt. San Jacinto College	$ 11,214	$ 6,182
76	Napa Valley College	$ 4,310	$ 2,501
77	Norco College	$ 2,119	$ 2,285
78	Ohlone College	$ 7,505	$ 4,242
79	Orange Coast College	$ 15,530	$ 9,349
80	Oxnard College	$ 4,172	$ 2,351
81	Palo Verde College	$ 1,902	$ 995
82	Palomar College	$ 21,230	$ 11,936
83	Pasadena City College	$ 35,576	$ 20,711
84	Porterville College	$ 3,371	$ 2,053
85	Reedley College	$ 6,857	$ 4,061
86	Rio Hondo College	$ 12,149	$ 6,522
87	Riverside City College	$ 24,804	$ 11,963
88	Sacramento City College	$ 21,847	$ 11,763
89	Saddleback College	$ 9,651	$ 5,272
90	San Bernardino Valley College	$ 13,580	$ 6,691
91	San Diego City College	$ 13,601	$ 7,909
92	San Diego Mesa College	$ 16,107	$ 8,695
93	San Diego Miramar College	$ 5,438	$ 3,254
94	San Joaquin Delta College	$ 17,940	$ 9,983
95	San Jose City College	$ 6,398	$ 3,382
96	Santa Ana College	$ 18,231	$ 10,830
97	Santa Barbara City College	$ 12,492	$ 8,161
98	Santa Monica College	$ 15,605	$ 10,522
99	Santa Rosa Junior College	$ 22,138	$ 11,426
100	Santiago Canyon College	$ 9,483	$ 4,083

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101	Shasta College	$ 7,595	$ 3,611
102	Sierra College	$ 12,020	$ 6,864
103	Skyline College	$ 10,067	$ 4,379
104	Solano Community College	$ 12,249	$ 6,533
105	Southwestern College	$ 18,587	$ 10,675
106	Taft College	$ 2,695	$ 1,228
107	Ventura College	$ 10,097	$ 6,112
108	Victor Valley College	$ 8,852	$ 5,050
109	West Hills College -- Coalinga	$ 3,234	$ 1,636
110	West Hills College Lemoore	$ 3,233	$ 1,825
111	West Los Angeles College	$ 12,888	$ 6,526
112	West Valley College	$ 11,265	$ 5,643
113	Woodland Community College	$ 1,646	$ 1,039
114	Yuba College	$ 4,111	$ 2,872

(b)   Implementation Fees

One-Time Alma/Primo Implementation Fees for each of the 114 California Community College Institutions (including the alternate Implementation Fee applicable to Late Adopters) are outlined in Table B below. The total Implementation Fees payable to Ex Libris is based on the community college institutions which become Participating Institutions.

TABLE B—California Community Colleges Alma/Primo Implementation Fees (initial Participating Institutions and for Late Adopters)

	College	Alma/Primo Implementation Fee	Alma/Primo Late Adopter Implementation Fee
1	Allan Hancock College	$20,599	$ 26,779
2	American River College	$35,233	$ 45,803
3	Antelope Valley College	$16,723	$ 21,739
4	Bakersfield College	$20,286	$ 26,371
5	Barstow College	$9,938	$ 12,920
6	Berkeley City College	$7,468	$ 9,708
7	Butte College	$22,358	$ 29,066
8	Cabrillo College	$29,342	$ 38,145
9	Canada College	$12,591	$ 16,368
10	Cerritos College	$36,093	$ 46,921
11	Cerro Coso Community College	$9,694	$ 12,603
12	Chabot College	$27,171	$ 35,322
13	Chaffey College	$34,298	$ 44,587
14	Citrus College	$23,390	$ 30,407
15	City College of San Francisco	$109,403	$ 142,223

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16	Clovis Community College	$11,409	$ 14,831
17	Coastline Community College	$7,469	$ 9,710
18	College of Alameda	$12,576	$ 16,349
19	College of Marin	$15,387	$ 20,003
20	College of San Mateo	$15,066	$ 19,586
21	College of the Canyons	$19,312	$ 25,106
22	College of the Desert	$18,742	$ 24,364
23	College of the Redwoods	$14,451	$ 18,787
24	College of the Sequoias	$19,642	$ 25,534
25	College of the Siskiyous	$11,313	$ 14,707
26	Columbia College	$13,280	$ 17,264
27	Compton College	$11,038	$ 14,350
28	Contra Costa College	$27,062	$ 35,180
29	Copper Mountain College	$12,529	$ 16,288
30	Cosumnes River College	$24,788	$ 32,224
31	Crafton Hills College	$12,496	$ 16,245
32	Cuesta College	$21,391	$ 27,808
33	Cuyamaca College	$19,651	$ 25,547
34	Cypress College	$20,581	$ 26,755
35	De Anza College	$25,922	$ 33,699
36	Diablo Valley College	$23,896	$ 31,064
37	East Los Angeles College	$33,963	$ 44,151
38	El Camino College	$33,364	$ 43,373
39	Evergreen Valley College	$13,679	$ 17,782
40	Feather River College	$7,022	$ 9,129
41	Folsom Lake College	$16,018	$ 20,823
42	Foothill College	$19,144	$ 24,887
43	Fresno City College	$34,034	$ 44,245
44	Fullerton College	$30,741	$ 39,963
45	Gavilan College	$18,250	$ 23,725
46	Glendale Community College	$32,700	$ 42,509
47	Golden West College	$22,659	$ 29,457
48	Grossmont College	$91,543	$ 119,006
49	Hartnell College	$19,028	$ 24,737
50	Imperial Valley College	$13,305	$ 17,296
51	Irvine Valley College	$28,619	$ 37,204
52	Lake Tahoe Community College	$10,412	$ 13,536
53	Laney College	$26,444	$ 34,377
54	Las Positas College	$18,734	$ 24,354

55	Lassen Community College	$7,003	$ 9,104
56	Long Beach City College	$55,035	$ 71,545
57	Los Angeles City College	$30,169	$ 39,220
58	Los Angeles Harbor College	$17,567	$ 22,837
59	Los Angeles Mission College	$16,924	$ 22,001
60	Los Angeles Pierce College	$35,911	$ 46,684
61	Los Angeles Southwest College	$13,696	$ 17,804
62	Los Angeles Trade Technical College	$17,912	$ 23,286
63	Los Angeles Valley College	$26,537	$ 34,498
64	Los Medanos College	$10,511	$ 13,664
65	Mendocino College	$8,663	$ 11,262
66	Merced College	$29,406	$ 38,227
67	Merritt College	$15,865	$ 20,624
68	MiraCosta College	$25,967	$ 33,758
69	Mission College	$23,425	$ 30,452
70	Modesto Junior College	$20,807	$ 27,049
71	Monterey Peninsula College	$48,110	$ 62,543
72	Moorpark College	$18,014	$ 23,418
73	Moreno Valley College	$13,775	$ 17,907
74	Mt. San Antonio College	$36,019	$ 46,825
75	Mt. San Jacinto College	$23,772	$ 30,904
76	Napa Valley College	$10,536	$ 13,697
77	Norco College	$6,336	$ 8,237
78	Ohlone College	$16,662	$ 21,661
79	Orange Coast College	$32,046	$ 41,659
80	Oxnard College	$10,272	$ 13,354
81	Palo Verde College	$5,920	$ 7,696
82	Palomar College	$42,973	$ 55,865
83	Pasadena City College	$70,477	$ 91,620
84	Porterville College	$8,735	$ 11,356
85	Reedley College	$15,418	$ 20,044
86	Rio Hondo College	$25,565	$ 33,235
87	Riverside City College	$49,826	$ 64,773
88	Sacramento City College	$44,157	$ 57,404
89	Saddleback College	$20,776	$ 27,008
90	San Bernardino Valley College	$28,308	$ 36,800
91	San Diego City College	$28,348	$ 36,853
92	San Diego Mesa College	$33,152	$ 43,098
93	San Diego Miramar College	$12,699	$ 16,509

94	San Joaquin Delta College	$36,666	$ 47,665
95	San Jose City College	$14,538	$ 18,900
96	Santa Ana College	$37,224	$ 48,392
97	Santa Barbara City College	$26,222	$ 34,089
98	Santa Monica College	$32,190	$ 41,846
99	Santa Rosa Junior College	$44,715	$ 58,129
100	Santiago Canyon College	$20,453	$ 26,589
101	Shasta College	$16,835	$ 21,885
102	Sierra College	$25,317	$ 32,913
103	Skyline College	$21,573	$ 28,045
104	Solano Community College	$25,755	$ 33,482
105	Southwestern College	$37,907	$ 49,279
106	Taft College	$7,439	$ 9,671
107	Ventura College	$21,631	$ 28,121
108	Victor Valley College	$19,244	$ 25,018
109	West Hills College -- Coalinga	$8,473	$ 11,015
110	West Hills College Lemoore	$8,471	$ 11,012
111	West Los Angeles College	$26,981	$ 35,076
112	West Valley College	$23,870	$ 31,031
113	Woodland Community College	$5,429	$ 7,058
114	Yuba College	$10,155	$ 13,201

2.   Quotation for Additional Migration Services Fees, at the District's option:
   (a)   Print Acquisitions: $2,970 per institution
   (b)   Electronic Acquisitions: $1,350 per institution
   (c)   Course Reserves: $1,320 per institution

3.   Subscription Fee Increases:

Following the end of the Initial Term of Subscription of Participating Institutions that are not Late Adopters, prices for the Subscription Fee and other services may be increased by Ex Libris from time to time upon notice to the District, but not more than 5% per year for the relevant scope/parameters specified in the Fee Schedule. For the sake of clarity, the Subscription Fees, Implementation Services Fees and other fees set forth in this Fee Schedule shall be subject to such price increases whether or not the relevant services have been started as of the time of the increase (e.g., with respect to Late Adopters).

4.   Access and Use Restrictions:

Usage of the SaaS Service is limited to:

   (a)   Participating Institutions 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 the Subscription Agreement. For the sake of clarity, Participating Institution's authorized users 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) the number of Named Users for each Participating Institution as outlined in Table C below for Alma (ii) thirty (30) users for each Alma Sandbox; (iii) the number of Bibliographic Titles (including e-books and local authority records) for each Participating Institution as outlined in Table C below; and (iv) the number of Unique e-Journal Titles for each Participating Institution as outlined Table C below.

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

(d)   Primo subscription is for up to (i) the number of Primo Documents of each Participating Institution as outlined in Table C below; (ii) the number of FTE's of each Participating Institution as outlined in Table C; and (iii) the number of Participating Institutions.

Table C—California Community College Institution Metrics

	College	Total FTEs	Named Users	Bib Records/ Primo Documents	eJournals
1	Allan Hancock College	4,616	8	75,719	11,120
2	American River College	9,145	16	91,200	23,261
3	Antelope Valley College	4,967	10	65,640	4,430
4	Bakersfield College	7,038	10	89,116	7,200
5	Barstow College	1,152	3	46,942	3,343
6	Berkeley City College	2,102	5	23,781	167
7	Butte College	5,074	9	104,931	9,578
8	Cabrillo College	4,489	13	143,980	11,760
9	Canada College	2,034	6	60,242	2,856
10	Cerritos College	8,249	17	132,214	19,099
11	Cerro Coso Community College	1,271	5	51,684	464
12	Chabot College	4,486	13	98,027	13,500
13	Chaffey College	7,667	14	112,124	21,600
14	Citrus College	5,108	13	77,789	10,055
15	City College of San Francisco	6,098	70	150,096	73,452
16	Clovis Community College	2,219	6	65,716	500
17	Coastline Community College	2,779	2	48,100	536
18	College of Alameda	1,735	7	37,714	4,274
19	College of Marin	1,834	9	48,326	5,314
20	College of San Mateo	3,625	7	88,891	2,443
21	College of the Canyons	6,762	7	72,355	10,566
22	College of the Desert	4,329	8	88,991	6,912
23	College of the Redwoods	1,971	6	106,072	665
24	College of the Sequoias	4,773	15	58,324	4,573
25	College of the Siskiyous	1,231	3	91,536	562

26	Columbia College	998	4	54,565	6,500
27	Compton College	2,308	7	40,555	1,673
28	Contra Costa College	2,316	5	64,789	24,943
29	Copper Mountain College	745	5	57,828	4,026
30	Cosumnes River College	4,463	9	79,969	15,905
31	Crafton Hills College	2,087	7	50,680	2,750
32	Cuesta College	3,658	11	87,241	8,051
33	Cuyamaca College	2,596	8	110,688	5,918
34	Cypress College	6,076	11	69,310	8,785
35	De Anza College	5,857	14	102,989	10,100
36	Diablo Valley College	7,587	11	132,063	6,930
37	East Los Angeles College	9,954	23	147,886	8,221
38	El Camino College	8,655	16	117,906	17,580
39	Evergreen Valley College	2,971	8	46,689	3,945
40	Feather River College	644	3	33,041	500
41	Folsom Lake College	2,856	10	46,555	5,447
42	Foothill College	4,133	12	97,061	2,635
43	Fresno City College	8,158	15	133,481	17,893
44	Fullerton College	10,686	23	112,690	7,230
45	Gavilan College	2,443	8	90,241	6,043
46	Glendale Community College	6,472	13	174,940	13,412
47	Golden West College	4,807	9	111,496	9,315
48	Grossmont College	5,726	12	1,097,851	2,175
49	Hartnell College	3,555	11	88,130	4,431
50	Imperial Valley College	3,179	5	80,000	2,780
51	Irvine Valley College	4,820	10	63,034	22,452
52	Lake Tahoe Community College	771	6	40,000	1,800
53	Laney College	3,376	15	86,500	11,664
54	Las Positas College	3,143	13	37,589	7,467
55	Lassen Community College	764	2	44,190	265
56	Long Beach City College	9,227	28	258,588	22,648
57	Los Angeles City College	5,165	10	130,129	17,495
58	Los Angeles Harbor College	2,819	5	100,749	6,888
59	Los Angeles Mission College	2,732	7	72,414	6,998
60	Los Angeles Pierce College	6,049	15	123,390	21,784
61	Los Angeles Southwest College	2,094	11	45,255	1,124
62	Los Angeles Trade Technical College	4,988	7	90,799	6,480
63	Los Angeles Valley College	5,254	10	148,636	10,074
64	Los Medanos College	3,529	5	51,675	1,683

65	Mendocino College	1,342	3	48,468	1,276
66	Merced College	4,626	13	90,574	17,640
67	Merritt College	2,276	9	63,750	4,356
68	MiraCosta College	5,382	14	110,858	9,315
69	Mission College	2,682	10	77,109	13,182
70	Modesto Junior College	7,328	10	52,455	11,949
71	Monterey Peninsula College	2,798	21	75,927	39,115
72	Moorpark College	5,503	8	96,657	4,996
73	Moreno Valley College	2,837	5	69,211	4,650
74	Mt. San Antonio College	12,813	19	92,428	21,298
75	Mt. San Jacinto College	5,624	12	99,112	9,315
76	Napa Valley College	2,617	5	63,397	450
77	Norco College	3,091	1	26,213	2,218
78	Ohlone College	3,991	8	92,931	3,384
79	Orange Coast College	9,336	16	112,276	16,224
80	Oxnard College	2,440	5	48,565	1,664
81	Palo Verde College	815	2	19,119	1,365
82	Palomar College	8,721	17	124,930	30,148
83	Pasadena City College	11,308	17	148,058	68,656
84	Porterville College	1,448	2	57,185	1,440
85	Reedley College	3,511	6	96,214	3,175
86	Rio Hondo College	5,687	13	84,833	12,535
87	Riverside City College	6,972	23	206,629	25,512
88	Sacramento City College	7,133	16	99,845	35,631
89	Saddleback College	7,168	16	96,834	1,091
90	San Bernardino Valley College	4,319	13	85,375	16,566
91	San Diego City College	4,948	8	97,867	20,276
92	San Diego Mesa College	7,120	16	132,881	15,642
93	San Diego Miramar College	3,824	7	66,129	1,379
94	San Joaquin Delta College	6,544	13	131,118	24,074
95	San Jose City College	2,511	6	62,881	5,474
96	Santa Ana College	8,569	14	92,199	28,123
97	Santa Barbara City College	6,892	8	152,450	11,192
98	Santa Monica College	11,086	14	140,260	15,408
99	Santa Rosa Junior College	8,581	22	185,124	21,221
100	Santiago Canyon College	4,206	15	56,065	6,027
101	Shasta College	3,286	10	102,831	568
102	Sierra College	6,634	13	130,806	7,185
103	Skyline College	3,738	14	53,375	8,990

104	Solano Community College	3,439	8	140,017	11,843
105	Southwestern College	6,914	12	129,435	27,108
106	Taft College	1,239	4	27,700	700
107	Ventura College	4,684	7	129,104	7,876
108	Victor Valley College	4,197	8	60,069	10,795
109	West Hills College -- Coalinga	1,085	3	56,242	150
110	West Hills College Lemoore	1,523	3	50,047	818
111	West Los Angeles College	3,497	10	80,001	18,172
112	West Valley College	3,027	9	114,257	10,822
113	Woodland Community College	1,230	2	23,020	211
114	Yuba College	2,424	2	60,272	3,222

5. Payment Schedule:

(a) Payment of the Implementation Fee and Subscription Fee becomes due upon Ex Libris submitting invoices to the District in accordance with Section 9, Invoicing, of the Subscription Agreement, and upon reaching the following payment milestones:

(i) Implementation Fee for Participating Institutions other than Late Adopters

Payment Milestones		
25% of Implementation Fee for Participating Institutions upon issuance of the relevant Notice of Participation		
25% at Full Implementation Phase Kick-Off		
25% Full Production System Delivery		
25% at Go-Live		

(ii) Subscription Fee for Participating Institutions other than Late Adopters

Payment Milestone		
50% of the Subscription Fee for the first year of SaaS Service Subscription for Participating Institutions upon issuance of the relevant Notice of Participation		
50% for the first year of SaaS Service Subscription at Go-Live		
100% of the Subscription Fee for subsequent years of Subscription is due in advance on each anniversary of the Go Live Date		

(iii) Implementation Fees for Late Adopters

Payment Milestones
50% of Implementation Fee for Late Adopters upon issuance of the relevant Notice of Participation
50% at Go-Live

(iv) Subscription Fees for Late Adopters

Payment Milestone
50% of the Subscription Fee for the first year of SaaS Service Subscription for Late Adopters upon issuance of the relevant Notice of Participation
50% for the first year of SaaS Service Subscription at Go-Live
100% of the Subscription Fee for subsequent years of Subscription is due in advance on each anniversary of the Go Live Date

(b) 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 for the first year of Subscription is due as set forth above and for each subsequent year of Subscription, is due in advance on each anniversary of the Subscription Effective Date.

(c) Increase in Scope of Subscription: In the event the scope of the Subscription is extended beyond the Access and Use Restrictions initially set forth in this Fee Schedule, 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 3 of the Fee Schedule.

(d) All prices and fees stated in this Fee Schedule exclude all applicable sales tax or any other direct or indirect tax, charge, duty or assessment, all of which shall be added to the fees and paid by District (except for taxes based upon Ex Libris' net income). Payment of the fees shall be made without deduction or withholding of any amount, tax or government charge. If the District is a tax-exempt institution, the District 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.

(e) Travel and Expenses: Reasonable travel, lodging and meal expenses incurred by Ex Libris in the performance of services for the Initial Implementation Wave shall not exceed $30,000 for the following implementation activities:

a. Vanguard kickoff – 1 day
b. Vanguard workshop – 3 days
c. Full Implementation kickoff – 2 days
d. First Full Implementation workshop – 4 days
e. Second Full Implementation workshop – 4 days

For the sake of clarity, reasonable travel, lodging and meal expenses incurred by Ex Libris in the performance of services with respect to the Late Adopters shall be separately charged and are not included in the foregoing amounts.