

GDPR DATA PROCESSING ADDENDUM

Software Maintenance and Support for On-Premises Programs

PURPOSE OF THIS ADDENDUM

In the course of providing Software Maintenance and Support Services (as defined below) to customers using Ex Libris Programs installed on systems at the customer's (or a third party's) premises, Ex Libris may under certain circumstances have access to Personal Data (as defined below) held on such systems of the customer.

On 25 May 2018, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (**the "General Data Protection Regulation" or "GDPR"**) is scheduled to become applicable.

The purpose of this Data Processing Addendum is to incorporate the data processing terms set forth below into current agreement(s) for the provision of Ex Libris Software Maintenance and Support Services (**the "Agreement(s)"**) between Ex Libris and the customer identified below ("**Customer**"). These data processing terms shall govern potential access by Ex Libris of Personal Data of Customer's Data Subjects. The term "Software Maintenance and Support" in the data processing terms set forth below refers to those of the Ex Libris Software Maintenance and Support Services provided under the Agreement(s).

CUSTOMER EXECUTION OF ADDENDUM

This Addendum has been signed on behalf of relevant Ex Libris entities. To complete and execute the Addendum, the Customer must:

1. Fill in the information requested on the signature page and sign where indicated. **This Addendum must be signed by the same Customer entity that executed the Agreement(s) for the Ex Libris Software Maintenance and Support Services.**
2. Scan and send the completed and signed Addendum to Ex Libris by email to GDPRAddendum@exlibrisgroup.com.

EX LIBRIS ENTITY

This Addendum is entered into between Customer and the Ex Libris entity that is the party to the Agreement(s) ("**Ex Libris**").

EFFECTIVE DATE

Once signed by Customer, this Addendum shall apply as of 25 May 2018, according to Article 99 of the GDPR, and shall enter into force and become legally binding upon Ex Libris' receipt of the Addendum validly completed and signed by Customer.

CONTACT FOR ADDITIONAL INFORMATION

Any question related to execution of this Addendum should be directed to your Ex Libris sales contact.

CONTINUITY OF THE AGREEMENT(S)

The terms of the Agreement(s) remain unmodified except to the extent expressly modified herein and/or in a prior amendment signed by both parties.

DATA PROCESSING TERMS

This Addendum, together with the Agreement (as defined below), constitutes the contract governing the processing by Ex Libris with respect to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the “**General Data Protection Regulation**” or “**GDPR**”). The parties to this Addendum shall comply with the requirements set forth in the GDPR with respect to processing, during performance of Software Maintenance and Support Services, of Personal Data covered by the GDPR. This Addendum shall not be construed to impose any obligations beyond those required by the GDPR itself. Capitalized terms used herein and not defined herein shall have the meaning ascribed to them in the Agreement.

1. Definitions

- 1.1 “**Agreement**” means the license or software maintenance and support agreement(s) or other contract(s) pursuant to which Ex Libris provides Customer with Software Maintenance and Support Services (as defined below). This Addendum is incorporated in and forms a part of the Agreement.
- 1.2 “**Data Controller**” means Customer, as controller under the GDPR.
- 1.3 “**Personal Data**”, “**Personal Data Breach**”, “**Processing**”, “**Processed**” and “**Data Subject**” shall have the meaning specified for each term in the GDPR.

2. Processing Details

2.1 Subject-matter and duration of the Processing

The subject-matter of the Processing includes the provision to Data Controller of on-going maintenance and technical support services specified in the Agreement for Ex Libris Programs installed on Data Controller’s systems (“**Software Maintenance and Support Services**”) which may include remote access for bug and error identification and analysis, supply of updates and other services described in the Agreement. The duration of the Processing shall be the term of the Agreement and a reasonable and limited period of time following its expiration and termination (see Section 10 below (Return or Deletion)), all as further described herein and in the Agreement.

2.2 Purpose of the Processing

The purpose of the intended Processing of Personal Data is for the provision to Data Controller of the Software Maintenance and Support Services and related services described in the Agreement and the performance of Ex Libris’ obligations under the Agreement.

2.3 Nature of the Processing

The nature of the Processing shall be to provide to Data Controller the Software Maintenance and Support Services pursuant to the Agreement and as further instructed by Data Controller by way of support requests in scope of the Software Maintenance and Support Services. Ex Libris may also provide other services to the extent described in the Agreement or other written request by Data Controller.

2.4 Type of Personal Data

The subject of the Processing shall be Personal Data types stored by Data Controller on the systems running the Ex Libris Programs to which Ex Libris will have access in connection with providing the Software Maintenance and Support Services and/or provided by Data Controller to Ex Libris in the course of providing the Software Maintenance and Support Services. Data Controller confirms that it does not store in such systems to which Ex Libris will have access (a) special categories of data described in Article 9(1) of the GDPR, (b) credit card information and financial institution account numbers, employment records or personal financial records, or (c) any data prohibited by the GDPR.

2.5 Categories of Data Subjects

The categories of Data Subjects shall be determined by Data Controller and may include, without limitation, Data Controller’s library patrons, library staff, faculty, students, administrators, employees, visitors and alumni as well as other authorised users.

3. Data Controller instructions

Ex Libris shall process Personal Data only within the scope of Ex Libris' obligations under the Agreement and the GDPR, according to documented instructions of Data Controller. This Addendum and the relevant terms of the Agreement constitute documented instructions of Data Controller with respect to the Processing of Personal Data. Data Controller shall be responsible for having all necessary rights to collect and process and to allow collection and processing of all Personal Data contemplated hereunder.

4. Confidentiality obligations of Ex Libris personnel

Ex Libris shall take reasonable steps to ensure that only authorized personnel have access to Personal Data on a strict need-to-know basis. All personnel of Ex Libris engaged in the processing of Personal Data (i) will process Personal Data only in accordance with the Agreement and this Addendum, unless required to do so by Union or relevant Member State law and (ii) have committed to maintain the confidentiality of any Personal Data.

5. Technical and organizational measures

5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Data Controller and, to the extent applicable to the provision of the Software Maintenance and Support Service, Ex Libris shall in scope of their responsibilities and obligations due to the GDPR implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- the pseudonymisation and encryption of Personal Data;
- the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
- a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

5.2 In assessing the appropriate level of security, account shall be taken of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed.

5.3 The technical and organizational measures are set out in more detail in the Schedule 1 to this GDPR Addendum. Ex Libris shall, upon request, provide Data Controller with information regarding the technical and organizational measures referred to in Schedule 1.

6. Subcontractors

6.1 Ex Libris will ensure that: (a) any subcontractor it engages to process Personal Data under the Agreement on its behalf does so only on the basis of a written contract which imposes on such subcontractor data protection obligations comparable to those imposed on Ex Libris in this Addendum; and (b) where any such subcontractor engaged by Ex Libris fails to fulfil its data protection obligations, Ex Libris shall remain fully liable to Data Controller for the performance of that subcontractor's obligations.

6.2 Data Controller hereby authorizes Ex Libris to engage affiliates (under common ownership with Ex Libris) as specified below to participate in performance of Ex Libris' obligations with respect to processing of Personal Data under the Agreement and this Addendum and to transfer Personal Data to such affiliates for such purpose. The specified affiliates and any other subcontractors, their respective jurisdictions of organization and description of their activities are set forth on the Ex Libris website, currently at <https://knowledge.exlibrisgroup.com>.

7. Data Transfer

Data Controller acknowledges and accepts that the provision of the Software Maintenance and Support Services under the Agreement may require access and processing of Personal Data by Ex Libris affiliates in third countries (as set forth above), including certain countries outside the EEA. With respect to access of Personal Data by an affiliate located outside of the EEA, Ex Libris shall in advance of any such access ensure that such countries are recognized by the European Commission as providing an adequate level of data protection or that a mechanism is in place to provide appropriate safeguards and enforcement of Personal Data protection in compliance with the requirements of the GDPR.

8. Rights of Data Subjects

Ex Libris will comply with the GDPR requirements applying to Ex Libris concerning Data Subjects rights to access, rectify, erase, block and export Personal Data relating to Data Subjects in scope of the Software Maintenance and Support Services. If Ex Libris receives a request from Data Controller's Data Subject concerning Personal Data stored in the Data Controller systems running the Ex Libris Programs to exercise one or more of its rights under the GDPR, Ex Libris will redirect the Data Subject to make its request directly to Data Controller.

9. Assistance to Data Controller

Taking into account the nature of processing and the information available to Ex Libris, Ex Libris may provide assistance to Data Controller as Data Controller reasonably requests in relation to Data Controller's compliance with the obligations pursuant to Articles 32 to 36 of the GDPR in the scope of the Software Maintenance and Support Services, and Data Controller shall cover all costs incurred by Ex Libris in connection with its provision of such assistance.

10. Return or deletion of Personal Data after expiration or termination of Agreement

After the expiration or other termination of the Agreement or the Software Maintenance and Support Services, Ex Libris shall delete Data Controller's Personal Data of Data Subjects, if any, which may have been stored on Ex Libris systems when accessing Data Controller's systems with respect to the relevant Software Maintenance and Support Service.

11. Rights of Data Controller to audit

To the extent required by GDPR, Ex Libris shall make available to Data Controller all information necessary to demonstrate compliance with the obligations of this Addendum and allow for and contribute to audits, including inspections, conducted by Data Controller or another auditor mandated by Data Controller. For the avoidance of doubt, the cost of any such audit or inspection shall be paid by Data Controller.

12. Data Protection Officer

Ex Libris and its affiliates have appointed a data protection officer or a primary contact for data privacy-related matter. The appointed person may be reached at dpo@exlibrisgroup.com or such other address as published by Ex Libris from time-to-time and further information regarding such person can be found on Ex Libris' public website, currently at <https://knowledge.exlibrisgroup.com>.

13. Notification in the event of a Personal Data Breach

Ex Libris shall notify Data Controller without undue delay and, where feasible, not later than seventy-two (72) hours after becoming aware of a Personal Data Breach.

14. Conflicting Terms

In the event of any conflict or inconsistency between the provisions of this Addendum and any prior terms or agreements between the parties with respect to the processing of personal data, including, without limitation, prior data processing agreement(s), the provisions of this Addendum shall prevail.

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DATA PRIVACY OFFICER OR CONTACT PERSON

The parties' respective data privacy officer ("DPO") or contact person for data protection enquiries is:

Ex Libris	Customer (Please complete)
DPO/Contact for data protection enquiries	DPO/Contact for data protection enquiries
Privacy Team	Name/Role: _____
Email: dpo@exlibrisgroup.com	Email: _____

The parties' authorized signatories have duly executed this Addendum:

CUSTOMER INFORMATION AND SIGNATURE

Customer (current complete legal name): _____

Customer current address: _____

Former name of Customer as it appears on the Agreement (if different): _____

Customer signature: _____

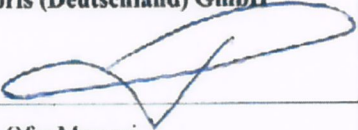
Printed Name: _____

Title: _____

Date: _____

EX LIBRIS SIGNATURES

Ex Libris (Deutschland) GmbH

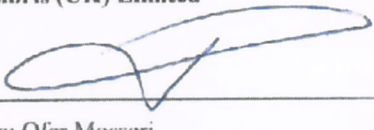
By: 

Name: Ofer Mosseri

Title: General Manager

Date: 30/03/2018

Ex Libris (UK) Limited


By: 

Name: Ofer Mosseri

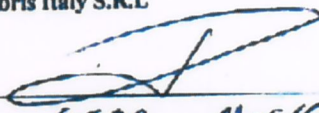
Title: General Manager

Date: 30/03/2018


Ex Libris (France) SARI.

By: 
Name: Ofer Mosseri
Title: General Manager
Date: 30/03/2018

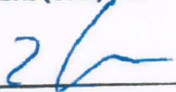
Ex Libris Italy S.R.L.

By: 
Name: OFFER MOSSERI
Title: Authorised Signatory
Date: 30/03/2018


Ex Libris Ltd.

By: 
Name: Eshkol Amor
Title: VP of Finance
Date: March 29, 2018


Ex Libris (USA) Inc.

By: 
Name: Eshkol Amor
Title: Authorised Signatory
Date: March 29, 2018


Ex Libris (Scandinavia) A/S

By: 
Name: Eshkol Amor
Title: Director
Date: March 29, 2018

Ex Libris (Australia) Pty Ltd


Name: Ziv Benzvi
Title: Authorised signatory
30/03/2018

Ex Libris Asia Pacific PTE. LTD.

By: 
Name: Ziv Benzvi
Title: Authorised signatory
Date: 30/03/2018

SCHEDULE 1 TO DATA PROCESSING ADDENDUM

Technical and Organizational Measures

Further to the general principles set out in Section 5 of the Addendum, the below reflects Ex Libris' current technical and organizational measures with respect to Software Maintenance and Support Services. Ex Libris may change these from time to time so long as Ex Libris does not materially decrease the overall security of the Software Maintenance and Support Services during the term of the Agreement with Customer for provision of Software Maintenance and Support.

Ex Libris is ISO 27001 certified and will maintain the certification (or, if reasonable, a comparable certification) during the term of the Agreement.

Whereas,

(a) Ex Libris and Data Controller have taken into account the limited access Ex Libris will have to Personal Data and the nature of the Personal Data and

(b) Ex Libris will have access to Personal Data only incidentally to, and during provision of, Software Maintenance and Support Service and will delete any Personal Data which have been downloaded to temporary files on Ex Libris Systems following the performance of the respective support task to minimize potential exposure of Personal Data on Ex Libris systems any further and

(c) Data Controller is in full control of the Technical and Organizational Measures on its own systems and this Schedule is limited to Technical and Organizational Measures applying to the systems of Ex Libris used to provide the Software Maintenance and Support Service.

Therefore, Ex Libris has implemented the following measures:

1. Ability to ensure the ongoing confidentiality and integrity of processing systems and services

1.1 Measures to prevent unauthorized persons from gaining physical access to Ex Libris systems used for processing or accessing Data Controller Personal Data:

- a) Definition of persons who are granted physical access to Ex Libris premises;
- b) Issuance of access IDs;
- c) Implementation of policy for external individuals;
- d) Implementation of measures for on-premises security (e.g. intruder alert/notification).

1.2 Measures to prevent that unauthorized persons use data processing equipment and –procedures:

- a) Definition of persons who may access data processing equipment;
- b) Implementation of policy for external individuals;
- c) Password protection of personal computers.

1.3 Measures that ensure that persons entitled to use Ex Libris systems used for accessing Data Controller systems or Personal Data gain access only to such Ex Libris systems as they are entitled to access in accordance with their access rights:

- a) Implementation of access rights for respective functions;
- b) Implementation of policy on access- and user-roles;

1.4 Measures to ensure that Personal Data processed on behalf of others are processed in compliance with Data Controller's instructions, including training of Ex Libris personnel and documentation of Data Controller support requests.

2. Procedures for regular testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing

- a) Regular review of IT security related certifications (e.g. ISO 27001);
- b) Monitoring of the Data Protection Officer, if designated, and IT review concerning the compliance with the determined processes and requirements for the configuration and operation of the systems.

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