

LAST UPDATED: April 2026

EBSCO FOLIO Services Agreement

This Agreement made and entered into this ____ day of _____, 2026 between EBSCO Publishing, Inc. ("EBSCO") and _____ ("Library").

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Product Definitions. EBSCO FOLIO Services include the following software products.

- **FOLIO:** FOLIO is an open-source library services platform
- **EBSCO Proprietary Products:** EBSCO Discovery Service, Full Text Finder with EBSCO Knowledge Services (Holdings IQ API) and MARC Updates, Locate, Panorama with Usage Consolidation & Usage Loading Services (Update based on final offer)
- **Third-Party Products:** (i.e. EReserve Plus, OpenAthens, etc. (Update based on final offer)

1. **Background.** EBSCO is one of the founders of FOLIO, an open-source library services platform which is cloud-hosted by EBSCO. Library desires to utilize FOLIO, obtain FOLIO implementation and related services from EBSCO, obtain certain other products from EBSCO and receive FOLIO support services from EBSCO. This agreement is not meant to supersede SLAs assigned under subscriptions to those individual products.
2. **Hosting Services.** Library acknowledges that FOLIO is an open-source product. EBSCO will host FOLIO for Library and provide the hosting services, pursuant to the service levels, described in **Exhibit A** attached hereto for the hosting fees included therein.
3. **Implementation Services.** EBSCO will provide Library with the FOLIO implementation services described in **Exhibit B** attached hereto for the implementation fees and pursuant to the implementation schedule included therein. This Exhibit includes Training.
4. **Support Services.** EBSCO will provide Library with the FOLIO support services described in **Exhibit C** attached hereto for the support services fees included therein.
5. **FOLIO and Other Products.**
 - a. Mandatory exhibits, attached hereto
 - b. Library will obtain and use FOLIO as described in **Exhibit D** attached hereto together with the additional EBSCO products included therein for the pricing specified in **Exhibit D**. The purchase of EBSCO non-FOLIO products described in **Exhibit D** shall be governed by EBSCO's standard terms and conditions of sale which are listed in **Exhibit E**.
 - c. **Exhibit E: EBSCO Proprietary Products Other Terms**
 - UC/UCLS
 - EDS/Full Text Finder (Remove if not included)

- **EBSCO's Test Tenant Provision** *(Remove if not included)*

d. **Exhibit F: Data Processing Addendum**

6. **Exhibit G: Third-Party Products Standard Terms**

7. **Intellectual Property.** As described in Section 1 hereof, EBSCO is not the developer of FOLIO and is not the owner of the intellectual property embedded in FOLIO. As a result, EBSCO makes no warranty with respect to infringement or otherwise concerning such intellectual property.
8. **Library Data.** Library shall at all times maintain the entire right, title and interest in and to any of Library's data used in connection with FOLIO. EBSCO shall have no rights to such data of any nature whatsoever and shall protect all such data as Confidential Information of Library pursuant to Section 10 hereof.
9. **Payment.** The payment schedule for the items and services being obtained by Library is set forth in **Exhibit G** attached hereto. All invoices submitted by EBSCO hereunder shall be paid in full no later than thirty (30) days after the date hereof. Any invoices not paid within such period shall bear interest at the rate of twelve percent (12%) per annum until paid in full. All prices herein are exclusive of any sales, excise or similar taxes and duties (other than taxes on EBSCO's net income) and Library shall either be responsible for the payment of any such amounts or provide an exemption certificate therefor.

10. **Confidentiality.**

10.1 Confidential Information. In connection with this Agreement, each party (the "Disclosing Party") may disclose or make available Confidential Information to the other party (the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential." Without limiting the foregoing, all specifications, unpublished documentation, and the financial terms and existence of this Agreement are and will remain the Confidential Information of EBSCO.

10.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

10.3 Protection of Confidential Information. The Receiving Party shall, during the term of this Agreement and for a period of five (5) years thereafter, (a) not access or use Confidential Information of the Disclosing Party other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) except as may be permitted by and subject to its compliance with

Section 10.4, not disclose or permit access to Confidential Information other than to its employees, subcontractors or agents who (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 10; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 10; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care; and (d) ensure its employees, subcontractors or agents compliance with, and be responsible and liable for any of its employees, subcontractors or agents non-compliance with, the terms of this Section 10.

10.4 Compelled Disclosures. If the Receiving Party or any of its employees, subcontractors or agents is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 10.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 10.4, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

11. **Term.** Except as earlier terminated pursuant to Section 12 hereof, the term of this Agreement shall commence as of the date first written above and continue for an initial term of **5 years**. **Thereafter this Agreement shall automatically renew for a series of successive one (1) year terms unless terminated by either party by notice to the other party no later than one (1) year prior to any such renewal date.**

12. Termination.

Either party may terminate this Agreement as follows:

Effective immediately on notice to the other party, if such other party materially breaches this Agreement and such breach (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with notice of such breach.

Effective immediately on notice to the other party, if the other party (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Upon any expiration or termination of this Agreement, (a) all unpaid amounts hereunder for services through and until the expiration or termination date shall be paid in full, (b) each party shall return to the other party any

of the other party's Confidential Information then in its possession, and (c) Sections 6, 7, 8, 9 and 13 hereof shall remain in full force and effect.

13. Warranties.

EBSCO warrants that (a) its services will be of professional quality and will conform to generally accepted professional standards; and (b) its personnel shall be competent and qualified to perform the tasks to which they are assigned. If the services fail to comply with such warranty, EBSCO will repair or replace the services if notified by Library within ninety (90) days of initial receipt by Library. These remedies are provided on the condition that EBSCO is promptly notified in writing of the particular defects or nonconformance as delivered by EBSCO and examination by EBSCO discloses that such deficiencies actually existed. The foregoing states Library's sole and exclusive remedy and EBSCO's sole and exclusive liability for breach of warranty.

The Disclosing party recognizes the FOLIO code base is a result of an open-source community that operates on its behalf and is not directly controlled by EBSCO or any other vendor or library. FOLIO IS PROVIDED SOLELY ON AN "AS-IS" BASIS. The Disclosing party also recognizes that EBSCO is not responsible for the availability of software features needed by the Disclosing party.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL CONDITIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PART OF EBSCO. EBSCO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET LIBRARY'S REQUIREMENTS.

Limitation of Liability. IN NO EVENT SHALL EBSCO BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, WHETHER SUCH DAMAGES ARE LABELED IN TORT, CONTRACT, OR INDEMNITY, EVEN IF EBSCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EBSCO'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO EBSCO.

14. Miscellaneous Provisions.

Unless otherwise specified in this Agreement, all notices, requests, demands and other communications (other than routine operational or administrative communications) required or permitted under this Agreement shall be deemed to have been delivered to a party at the following address (a) when actually received in the case of hand delivery as evidenced by a signed receipt; (b) the business day after being given to a reputable overnight courier service, with a reliable system for tracking delivery, for delivery the following day; (c) when sent by confirmed facsimile with a copy sent by United States mail within two (2) business days of the transmission; or (d) upon receipt, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, provided that a party may change its address, facsimile number or designee for notification purposes by giving the other party prior notice of the new address, facsimile number or designee and the date upon which such change will become effective:

If to EBSCO: EBSCO Publishing, Inc.
10 Estes Street
Ipswich, MA 01938
Attn:
Fax:

If to Library:
Institution name:
Address:
Attn:
Fax:

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Agreement shall be binding upon, and inure to the benefit of, the successors, and assigns of the parties hereto. However, Library may not effect an assignment of this Agreement, including by operation of law, without EBSCO's prior written consent. Any such purported assignment of this Agreement without obtaining written consent shall be void and of no effect and shall permit EBSCO to terminate this Agreement pursuant to Section 12 hereof. EBSCO may use subcontractors in connection with its performance hereunder.

Library shall defend, indemnify, and hold harmless EBSCO from and against any claims, loss, liability, or damages (including reasonable attorneys' fees) arising out of Library's use of FOLIO.

The relationship of EBSCO and Library is that of independent contractors. Neither party nor their employees, consultants, contractors or agents are agents, employees or joint venturers of the other party, nor do they have any authority to bind the other party by contract or otherwise.

The unenforceability of any provision of this Agreement shall not impair the enforceability of any other part of this Agreement. If any provision of this Agreement shall be deemed invalid or unenforceable, in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render it valid, enforceable, and, insofar as possible, consistent with the original intent of the parties. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not be deemed a waiver and shall not affect its right to enforce any provision of this Agreement at a subsequent time.

This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes any prior or contemporaneous agreements, understandings and proposals in connection therewith. This Agreement may be amended only by a written instrument executed by both parties.

This Agreement may be executed in a series of counterpart originals all of which, when taken together, shall constitute one and the same instrument. Facsimile or PDF signatures shall be treated in all respects as original signatures.

EXECUTED as of the date first written above.

EBSCO PUBLISHING, INC.

LIBRARY NAME

By:

By:

Title:

Title:

EXHIBIT A

Description of EBSCO FOLIO Services Hosting

Hosting Services General

EBSCO's offer includes cloud-hosting services for FOLIO, and for EBSCO Proprietary Services. EBSCO offers highly redundant 24/7 service allowing EBSCO to achieve its standard SLA commitment to deliver service availability of at least 99.9%, measured over any calendar year.

Applicable to FOLIO Only

EBSCO-built cloud infrastructure has been specifically designed to provide optimal performance and stability for FOLIO. This model considers the expectations of institutions regarding performance scaling, data security, and local statutory laws. EBSCO's cloud-based infrastructure currently spans multiple regions – Eastern US, Western US, Canada, Central Europe, Japan, Australia and Central America – and is constantly expanding. As part of the service, EBSCO will determine and deploy tenants to the best-suited region and availability zone to ensure the system's geographic proximity to the client and adherence with the data privacy regulations. EBSCO leverages a number of Amazon Web Services (AWS) key infrastructure services for data protection in transit and at rest, secrets management, access control, threat detection, and DoS detection/prevention.

FOLIO hosted by EBSCO is described as a hardened community distribution of the FOLIO open-source software (not a code fork). Hardening a release refers to EBSCO taking the publicly available community edition of FOLIO, deploying it to its hosted environment(s), and ensuring that the community release is indeed stable enough to be rolled out to customers by conducting several integration and smoke tests on FOLIO functionality to ensure it continues to operate properly in EBSCO's cloud infrastructure. Depending on the complexity of the release the above-mentioned testing phase will vary from one to multiple sprints, with each sprint lasting two weeks. Please note that these tests will be basic, covering critical core common functionality only, since it is not feasible to test all possible workflows for every customer within that timeframe.

Service Levels

FOLIO software development is guided by a public roadmap of features and modules, and Library may remain informed and abreast of planned functionality by visiting the FOLIO wiki: <https://wiki.folio.org/display/PC/FOLIO+Roadmap>, as well as conversations with the FOLIO Project Management Group. EBSCO plans to provide regular updates to FOLIO software, after newly contributed community code passes EBSCO FOLIO quality controls. EBSCO does not warrant, guarantee or make any representations that FOLIO technology or application capabilities will meet particular requirements or that the operation of any software will be uninterrupted or error free, or that issues encountered will be addressed (except at EBSCO's discretion).

EBSCO will make public its policy for software update frequency and versions of FOLIO deployed to Library's tenant. EBSCO reserves the right to enforce time constraints and release software deemed critical for overall system health and performance. EBSCO conducts extensive testing of new FOLIO applications and each new FOLIO release. EBSCO at times may identify significant performance and/or reliability issues. EBSCO reserves the right to reject hosting such applications or charge additional fees for hosting. EBSCO will notify Library in advance.

For non-production (e.g., test) instances made available to Library, EBSCO does not warrant, guarantee or make any representations that these instances will meet particular requirements or that the operation of any software will be uninterrupted or error free, or that issues encountered will be addressed (except at EBSCO's discretion).

Secure Data backup and recovery is supported by an enterprise-class of services provided by EBSCO's use of Aurora's automatic backup. For production accounts, EBSCO will retain a rolling window of daily data snapshots for 35 days. After 35 days, and up to 180 days, EBSCO will retain data snapshots at 15-day intervals.

- **Downtime** – Downtime is any period of time greater than 10 minutes in duration, in which end users cannot use the service for its intended purposes, including searching, viewing results, following links to resources, and viewing full text. Downtime may manifest itself as the inability to complete actions due to application errors, or may result from slow performance. EBSCO will be the sole party responsible for measuring and reporting Downtime. Downtime referred to in this Agreement refers exclusively to Downtime of FOLIO. Downtime for other EBSCO SaaS products, such as EBSCO Discovery Service, will be as addresses in those services' SLAs, unless otherwise specified.
- **Availability** – For any given period of time that users can use the service for its intended purposes, the application is Available. Downtime plus Availability shall equal 100% of the time in a given year. EBSCO will be the sole party responsible for measuring and reporting Availability.
- **Performance** – Performance is defined as the amount of time for pages to be delivered to the end user's browser from the instant their request was submitted. This is referred to as End-To-End Performance. The Service will consist of several pages that will contribute to the site's overall Performance. EBSCO will be the sole party responsible for measuring and reporting site Performance.
- **Service Availability** – EBSCO's commitment is to ensure that the service is available 99.9% of the time per year, excluding any planned maintenance. This equates to no more than 8.76 hours per year of **unplanned** Downtime. In the event that the Service exceeds 8.76 hours of unavailability, any subsequent incident of unplanned downtime per day would result in EBSCO extending the customer's subscription by one day per incident. No more than one day of subscription extension would be granted for any amount of Downtime incurred in a 24-hour period.
- **Service Performance** – The Service is designed to have the First Meaningful Paint of screens involving user interaction, once authenticated and logged in, to be delivered in an average of 5 seconds or less. If the average screen response time is greater than 5 seconds for more than 12 consecutive hours, EBSCO will extend the customer's subscription by one day. Batch processes such as data loading and screens dependent on external integrations are excluded from this SLA. EBSCO is not responsible for response time latency incurred in the customer's network environment or connection to the internet.
- **Maintenance** – While EBSCO operates the Service in a manner that is designed to be available 24 hours per day, 365 days per year, it reserves the right to plan maintenance that will cause Downtime. When planned service and support will require service interruptions to FOLIO to implement hot-fixes, EBSCO will utilize established maintenance windows for hosted instances for both EBSCO customer and Partner customer infrastructure. These windows could occur any weekday during the times noted in the following table. customer will be notified two (2) days before the maintenance window is exercised, as well as post-maintenance status of the customer environment. In some cases it may not be possible to give two days' notice, such as the exposure and resolution of a major security risk. In such cases EBSCO will endeavor to give as much notice as possible, and will still perform the maintenance within the time windows defined in the table below.

Region	Hours – GMT/UTC
USA & Latin America	4AM – 6AM EST
Europe & Africa	1AM – 2:30AM GMT/UTC
Canada	8:30AM – 10AM GMT/UTC
Japan, Korea & Taiwan	6PM – 8PM GMT/UTC
Australia & New Zealand	4PM – 6PM GMT/UTC
Brazil	7AM – 9AM GMT/UTC

Major upgrades (Flower releases) require Downtime and will be communicated to customers in advance.

Note that test environments can be updated with data from the corresponding production environments only upon request, up to three times per calendar year. Customers who wish to have more frequent updates may request them, but they may come at additional cost. Notifications are for Customer information and awareness, EBSCO is not seeking permission to operate within these timeframe windows, nor is EBSCO seeking alternative dates and times.

In the event that Library’s contract is terminated with EBSCO or if another ILS is chosen over FOLIO, Library’s data will be provided as a compressed version using pgdump. Data will be given twice, once after the initial request from Library and again just before go-live for the ILS replacing FOLIO.

EXHIBIT B

Description of EBSCO FOLIO Implementation Services, Schedule and Training

Implementation Services

EBSCO commits to provide knowledgeable and experienced people to provide the following services:

- Project management
- System configuration (settings and reference data)
- Data mapping and migration
- System adoption and optimization
- EBSCO integrations
- Other non-EBSCO solution integrations may be included in implementations
- Training

Implementation schedule

The target start date and implementation timeframe will be discussed and mutually agreed upon between EBSCO FOLIO Implementation team and Library. If the EBSCO FOLIO Service team and Library's FOLIO Implementation team agree that the reason Library has not gone live is due to local factors outside of EBSCO's control, such as testing or waiting on a non-developed feature from the community, then such a delay would be considered acceptable by both parties. The Library controls when they go live on their system.

Project management

In the initial phase of the project, Library forms the local implementation team and assigns a project manager who will liaise with EBSCO. The first phase of the project will cover:

- Creating a communication plan
- Provisioning of the FOLIO tenant
- Setting a tentative implementation schedule
- Subject matter experts from each functional area in Library
- Introducing Library staff to the FOLIO community and the EBSCO project team
- Setting up a schedule of regular status calls and meetings
- Selecting a project management tool and file-sharing system. EBSCO prefers Monday.com
- Establishing framework for regular reporting and tracking of project progress, tasks, and other issues as they arise.

System configuration

System configuration includes guiding Library with the setup of functional areas within FOLIO. The specific functions that will be implemented will be determined and agreed upon as part of the implementation project based on Library's needs and joint analysis with the EBSCO FOLIO Services Consultants.

Data mapping and migration

The migration of specific elements in scope may vary between source systems and are detailed in the relevant specific source system migration guides.

System adoption and optimization

Successful implementation includes in-depth understanding of the FOLIO system by affected staff. EBSCO FOLIO Services Consultants will, over the course of implementation and migration, provide Library with asynchronous training resources (in English) for review and context of FOLIO LSP functionality. This will be coupled with live walkthroughs of the FOLIO LSP functionality to guide implementation decisions.

EBSCO FOLIO integrations

With the FOLIO platform being built on an “APIs all-the-way-through” framework, libraries can integrate several third-party services seamlessly. The different EBSCO FOLIO domains may integrate with third-party applications. Only EBSCO’s products that integrate with FOLIO fall within the scope of implementation and training defined here. EBSCO advises and supports but does not configure third-party systems directly.

Professional services

This agreement excludes any additional work, known as Professional Services, scoped and priced on behalf of the customer both pre- and post-sale. All Professional Services will be covered under a separate Scope of Work (SOW).

Training

This pertains to Customers of EBSCO FOLIO (not EBSCO FOLIO ERM) who prefer to have training in English, Spanish, Portuguese or Korean. For customers who require other languages, training will be handled by the EBSCO FOLIO Implementation Project Team or Library Services Engineers, who will be suitably trained and equipped to deliver such training.

EBSCO’s FOLIO Training Specialists will, over the course of implementation and migration, hold live, online and video-based training sessions of FOLIO LSP functionality to ensure that appropriate Library staff have thorough, transferable knowledge of applicable workflows.

FOLIO training covered under this agreement provides:

- Dedicated FOLIO Training Specialist assigned to the project to deliver training and resources at key milestones, as outlined in the FOLIO Training Handbook
- Pre-live online training sessions delivered in a dedicated FOLIO training environment with recorded sessions made available to the library for perpetual access
- EBSCO Academy eLearning content (as available) – Perpetual access
- Access to videos created for major FOLIO releases and corresponding open Q&A sessions (as available)

Ongoing complimentary training opportunities open to EBSCO FOLIO Services subscribers may include eLearning content in EBSCO Academy, release-based videos & corresponding open Q&As to demonstrate new functionality, as well as training resources on EBSCO products purchased as part of this FOLIO agreement.

Timeframe for training activities. Training activities must take place during the implementation period plus the 30-day warranty; any additional training required following this period will incur a professional services fee.

Onsite FOLIO training and custom post-live FOLIO training will incur additional charges and will be scoped and priced as additional professional services.

EXHIBIT C

Description of EBSCO FOLIO SERVICES Support

Support Services

Transition of Implementation to Steady State

For the first 30 days after migration, EBSCO FOLIO Implementation Project Team will be Library's first line of support. They will help Library determine if the issue it is experiencing is a community development issue, a hosting issue, or a workflow configuration issue, and then work to log and resolve the issue in a timely fashion.

During the 30-day post migration period, the EBSCO FOLIO Implementation Project Team will transition support related issues to the ongoing EBSCO support team. EBSCO offers general Technical Support with the price of the proposed solution; this service is available 24 hours-a-day, 7 days-a-week via the following methods:

- Online: <https://connect.ebsco.com/s/contactsupport>
- Or check this link for other contact methods: <https://connect.ebsco.com/s/article/How-do-I-contact-EBSCO-Support>

Information on new FOLIO releases is published by the FOLIO community at <https://docs.folio.org>. EBSCO is not responsible for content published to this community site. EBSCO provides a support site for all products and services at EBSCO Connect: <https://connect.ebsco.com/>. The support site is updated ahead of new releases as needed, ensuring customers always have access to the most current information.

Technical Service Response Times

- **FOLIO:** Customers will receive a meaningful response from Support in 1 hour regardless of severity, 24x7. To receive this level of Support, the customer must use EBSCO Connect and submit a support issue and check the FOLIO box.
- **EBSCO Proprietary Products and 3rd party Products:** EBSCO will respond to all technical service requests within 24-48 hours.

More than 70% of cases reported to EBSCO's Technical Services Department are opened and resolved within the same business day. EBSCO will generally respond to all technical service requests within 24-48 hours. On average, callers into the Technical Support queue wait no more than 20 seconds.

Case Tracking and Resolution

All requests are assigned case numbers in EBSCO Connect for tracking purposes. EBSCO Connect (<https://connect.ebsco.com>) is EBSCO's customer portal and contains a system where support issues can be submitted, tracked, and responded to as needed.

Technical Communications

EBSCO uses email and EBSCO Connect to announce and communicate important technical updates and general release information to customers.

Upgrades and enhancements to all EBSCO products and FOLIO are ongoing, and EBSCO schedules major upgrades to occur at the least disruptive times for customers. FOLIO upgrades may require some downtime. EBSCO will inform customers of scheduled upgrades ahead of time.

Critical Issues

EBSCO defines a Critical Issue as a full or partial outage of the service such that a customer is unable to use the service as contracted. Critical Issues are very rare.

For Critical Issues, EBSCO strongly recommends that the Library uses US and International support telephone numbers and emails. Critical Issues can also be submitted through the web (EBSCO Connect). Whether notified of the issue via internal monitoring systems or by customer inquiry, EBSCO will work to restore service as quickly as possible. Customers should use the EBSCO Status page (status.ebsco.com) for up-to-date information on the availability of EBSCO's products. Customers who have signed up for alerts, will receive updates upon a change in status, providing a link to the EBSCO Support Site notifying customers of any currently available information.

Access for support (FOLIO Only)

EBSCO reserves the right to add EBSCO Read Only and Admin support users to the Library's FOLIO instance for the purpose of investigating customer support calls. These EBSCO users may come from the EBSCO FOLIO Services (Hosting) or Global Customer Services (customer support) teams. These users will be added in compliance with 1) EBSCO's Memorandum of Data Access Governance, 2) Exhibit D Data Processing Addendum of this agreement 3) Schedule 2 of this agreement Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of Data. These users will only be accessed to serve the specific issue resolution, with the customer's explicit consent. Customers may remove these users, but the response times defined in Technical Services Response Times in this Exhibit C will only be triggered once the EBSCO Read Only Support users have been added.

EXHIBIT D

Description of FOLIO, Other EBSCO Products and Pricing

1. FOLIO

Item	Description	Cost
FOLIO open-source platform	FOLIO Platform plus API Gateway FOLIO is format agnostic and includes various normalization layers, based on BIBFRAME principles, that integrate metadata about various resources regardless of format, encoding or storage location.	No charge

2. Pricing

Item	Cost
EBSCO Implementation Services Includes:	
<ul style="list-style-type: none"> • Cloud infrastructure setup and software configuration • Professional implementation and project management services • Data migration from Library's current ILS • EBSCO FOLIO Implementation Project Team • Training 	
Year 1	
EBSCO FOLIO Services for the Contract Duration Includes	
<ul style="list-style-type: none"> • EBSCO FOLIO hosting services on EBSCO Amazon Web Services (AWS) cloud; version upgrades; data backups; release management of FOLIO apps • EBSCO FOLIO product support and help desk • EBSCO Knowledge Services to manage holdings and custom packages, as well as integration with FOLIO Resource Management applications. Includes access to Knowledge Services APIs • Panorama for EBSCO FOLIO for reporting. Including Usage Consolidation and Usage Loading Services for loading of usage data from 5 publisher platforms, EBSCOhost usage data, and 1 "Explorer" user license for viewing and building reports and dashboards. • Locate, EBSCO's online public access catalog (OPAC) providing a catalog-specific search user interface (UI) for FOLIO. • MARC Updates an automated feed of MARC cataloging for Library's online titles regardless of vendor or where the content is hosted. • EBSCO Discovery Service with Patron Empowerment to support OPAC functionality for patrons • Full-Text Finder and Publication Finder to support search and browse functionality for electronic holdings. 	
Year 1	
Year 2	
Year 3	
Year 4	

Year 5	
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Notes: to be added by sales as required (e.g. exclusive of sales Tax, currency used, duration of offer, duration of contract)

3. Pricing for Third-Party or Other Products (OPTIONAL – Remove if not needed)
4. Payment Schedule

Exhibit E – EBSCO Proprietary Products Other Terms

EBSCO Usage Consolidation and Loading Service

EBSCO Usage Consolidation is an application that helps an institution organize and analyze their usage data, allowing them to effectively manage usage by gathering, storing, and consolidating usage data for all their E-Resources, regardless of vendor. Interpretation of usage patterns presented in EBSCO Usage Consolidation is the responsibility of the institution.

Library will acknowledge that EBSCO Usage Loading Service will act as contract agents for the institution and have been granted the right to act on behalf of the institution for any matter relating to the retrieval of usage statistics from a content provider site. This includes but is not limited to: communicating with the content providers' support team to request SUSHI credentials; obtain access to the Customer's usage data on the content provider's site; acting on behalf of the Customer to work with content providers to troubleshoot usage and content issues.

Usage Loading Service (the "Services") Duties shall include:

- Titles matched automatically within EBSCO's integrated Knowledge Base
- Retrieve COUNTER reports from content providers
- Manipulate reports (clean up COUNTER reports and non-COUNTER reports to ensure they load)
- Load usage into Customer's account
- Setting up platform details within Customer's account
- Loading historical usage data as available. (Due to changes within publisher packages and EBSCO's Knowledge Base historical title exceptions will not be manually matched by the Usage Loading Service)
- Manually matching titles (those titles which were unmatched via EBSCO's automated processes) with a valid ISSN / ISBN
- Coordinate to ensure that missing titles are added to the EBSCO Integrated Knowledge Base (title additions are contingent upon the title meeting EBSCO Knowledge Base eligibility requirements)
- SUSHI harvest to run monthly and auto set to complete.
- Platforms maintained bi-annually to ensure auto SUSHI run was successful and resolve invalid returns or unsuccessful harvest.
- Exceptions returned during bi-annual load will be matched.

For Title / Journal / Book Reports, EBSCO's staff will attempt to resolve all exceptions for titles in the usage report which have full text and a valid ISSN / ISBN.

For Database Reports, EBSCO's staff will attempt to resolve all exceptions for valid databases in the report that are appropriate to be in the knowledge base. Report entries for authority file entries (e.g., search counts for subject lists and publication lists) and custom databases (e.g., library OPACs and institutional repositories) will be ignored.

Duties shall exclude:

- Managing customer's collection in EBSCOAdmin Holdings Management.
- Generating usage reports from within EBSCO Usage Consolidation
- Matching usage without valid ISSNs / ISBNs
- Creating cost records on behalf of the customer within EBSCO Usage Consolidation application

The overall maintenance, troubleshooting and upkeep, etc. of the Customer's publisher account remains with Customer. EBSCO shall not be responsible for maintaining the Customer's account with the publisher.

EBSCO Discovery Service/Full Text Finder/Locate

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SERVICES OR TO THESE TERMS AND CONDITIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. Licensee is responsible for maintaining a valid license to the third-party resources configured to be used via the Services (if applicable). EBSCO disclaims any responsibility or liability for a Licensee accessing the third-party resources without proper authorization.

D. EBSCO is not responsible if the third-party resources accessible via the Services fail to operate properly or if the third-party resources accessible via the Services cause issues for the Licensee. While EBSCO will make best efforts to help troubleshoot problems, Licensee acknowledges that certain aspects of functionality may be dependent on third party resource providers who may need to be contacted directly for resolution.

FOLIO Test/Sandbox Environment (OPTIONAL – KEEP IN IF OFFERING THIS)

For the purposes of this section the terms “Live” and “Production or Prod” should be understood as synonyms, and “Test” and “Sandbox” should also be understood as synonyms.

Library shall be provided with a short-lived environment called the “dry run”, prior to each major flower release upgrade for no additional charge. The dry run environment is provided to Library so Library staff can get familiar with functionality of the new release using Library’s own dataset, to test Library workflows thoroughly and report any upgrade blockers. Dry run shall be made available to Library for 1 week prior to each major flower release and will be brought down immediately after 1 week by EBSCO.

For an additional fee, to be agreed between Library and EBSCO, EBSCO can provide Library with a permanent Test environment on the following terms.

When **EBSCO** first provisions a tenant for **Library** it will be set up as “Live” status. EBSCO will be configuring **Library’s** production tenant. If **Library** chooses to Pay for a Test environment, it will receive a copy of the Production data for its Test environment at the go-live. A snapshot is taken of the Live tenant, after **Library** has gone live, to create **Library’s** Test environment. Whatever configurations and data are present in the Live tenant at the point the snapshot is taken will then be present in **Library’s** Test environment.

Test Environment Configuration and setup will be as follows.

- Test environments shall be co-located with other tenants where appropriate for resource sharing
- With minimally viable configuration (RAM, CPU, DB)
- In Non High Availability mode, with no failover or redundancy.
- Test Environments will be shut down during non-business hours on weekdays, i.e. 21:00 to 06:00 local time and over weekends.
- Test environments are not covered by Disaster Recovery plans
- EBSCO allows backups but with a limited data retention period of 7 days only.

Data:

- **Library’s** data in the Test environment will be refreshed with a copy of production data for every major (Flower) release unless **Library** specifies otherwise.
- Each additional data refresh or data restore comes at an additional charge to be agreed with EBSCO sales.

Respect for system resources:

- **Customer** must avoid activities that excessively consume system resources or hinder the performance of the hosted environment, such as engaging in performance or load testing. Failure to do so may mean **EBSCO** removing the Test environment.
- **Customer's** authorised Users must refrain from engaging in activities, such as unauthorized access, hacking, spreading malware, etc. Failure to do so may mean **EBSCO** removing the Test environment.

EXHIBIT F
Data Processing Addendum

This Data Processing Addendum (the “**Addendum**”) supplements the agreement for the sale of EBSCO Information Services FOLIO products and services (the “**Agreement**”) between _____ (“**Library or Customer**”) and EBSCO Publishing, Inc. (“**EBSCO**”).

1. Definitions

- 1.1 For the purpose of this Addendum the terms, “**Controller,**” “**Processor,**” “**Data Subject,**” “**Personal Data,**” “**Personal Data Breach,**” “**Processing,**” “**Subprocessor,**” and “**Supervisory Authority**” shall have the same meanings as in applicable Data Protection Legislation, and their related terms shall be construed accordingly.
- 1.2 “**Appropriate technical and organizational measures**” shall be interpreted in accordance with applicable Data Protection Legislation.
- 1.3 “**Customer Personal Data**” means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer’s behalf in connection with the Agreement.
- 1.4 “**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time where EBSCO does business, including the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council (the “GDPR”), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100, *et seq.* (the “CCPA”), and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that implements or supplements, replaces, repeals and/or supersedes any of the foregoing.
- 1.5 “**International Data Transfer**” means the transfer (either directly or via onward transfer) of Personal Data from within the European Economic Area/United Kingdom (as applicable) to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the GDPR).

2. Data Processing: EBSCO as Processor for Customer

- 2.1 Where Customer Personal Data is processed by EBSCO, EBSCO will act as the Processor and the Customer will act as the Controller.
- 2.1.1 Subject Matter. The subject matter of the Processing is the Customer Personal Data.
- 2.1.2 Duration. The Processing will be carried out for the duration set forth in the Agreement.
- 2.1.3 Nature and Purpose. The purpose of the Processing is the provision of products and services to the Customer purchased by the Customer from time to time.
- 2.1.4 Type of Customer Personal Data and Data Subjects. Customer Personal Data consists of the following categories of information relevant to the following categories of Data Subjects:

- (a) Customer Personal Data may consist of the following categories of information relevant to Customer's patrons, students employees and faculty: national personal identity number; name; title; FOLIO record number; username; external system ID; bar code; patron group; date of birth; physical address; email; phone number; preferred contact method; user permission(s); relationship (if a proxy/sponsor user); image; file attachments; notes and comments; affiliation/statistical group; membership status and history; FOLIO credentials (username, password, security answers); transactional data (including items requested, checked out, and fines).
 - (b) Representatives of Customer: name, address; email address; billing information; login credentials; geolocation data; and professional affiliation
- 2.2 EBSCO shall not Process Customer Personal Data other than on the Customer's documented instructions (as set forth in this Addendum or the Agreement or as otherwise directed by Customer in writing). EBSCO will not Process Customer Personal Data for any purpose, including for any commercial purpose, other than for the specific purpose of performing the services specified in the Agreement. If Processing of Customer Personal Data inconsistent with the foregoing provisions of this section is ever required by applicable Data Protection Legislation to which EBSCO is subject, EBSCO shall, to the extent permitted by applicable Data Protection Legislation, inform the Customer of that legal requirement before proceeding with the relevant Processing of that Customer Personal Data.
- 2.3 EBSCO will notify Customer promptly if, in EBSCO's opinion, an instruction for the Processing of Customer Personal Data infringes applicable Data Protection Legislation.
- 2.4 EBSCO shall ensure that all personnel who have access to and/or Process the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 2.5 EBSCO shall, in relation to the Customer Personal Data, implement appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data. When considering what measure is appropriate, each party shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected.
- 2.6 EBSCO shall assist Customer, taking into account the nature of the Processing, (A) by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights under Applicable Data Protection Legislation; (B) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to EBSCO; and (C) by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the GDPR have been met.
- 2.7 EBSCO shall promptly notify Customer upon becoming aware of any confirmed Personal Data Breach affecting the Customer Personal Data.

- 2.8 Upon termination of the Agreement, EBSCO shall, at Customer's election, securely delete or return Customer Personal Data and destroy existing copies unless preservation or retention of such Customer Personal Data is required by any applicable law to which EBSCO is subject.
- 2.9 EBSCO shall allow Customer and Customer's authorized representatives to access and review up-to-date attestations, reports, or extracts thereof from independent bodies (e.g., external auditors, data protection auditors) or suitable certifications, or allow its procedures and documentation to be inspected or audited by Customer (or its designee) to ensure compliance with the terms of this Addendum. Any audit or inspection must be conducted during EBSCO's regular business hours without interrupting EBSCO's business operations, with reasonable advance notice (at least 45 days) to EBSCO and subject to reasonable confidentiality procedures. In addition, audits or inspections shall be limited to once per year. The scope of such audit shall be limited to documents and records allowing the verification of EBSCO's compliance with the obligations set forth in this Addendum and shall not include financial records of EBSCO or any records concerning EBSCO's other customers. Remote audits shall be utilized where possible, with on-site audits occurring only where a walkthrough of the premises is required.

EBSCO shall, in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party Subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party Subprocessors, and give Customer a reasonable opportunity to object to such changes. If EBSCO provides Personal Data to third-party Subprocessors, EBSCO will include in its agreement with any such third-party Subprocessor terms which offer at least the same level of protection for the Customer Personal Data as those contained herein and as are required by applicable Data Protection Legislation.

3. International Data Transfer

- 3.1 To the extent that any Customer Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Processor Standard Contractual Clauses adopted by the European Commission ("**Processor Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
- 3.1.1 Customer is the "data exporter" and EBSCO International, Inc. is the "data importer;" and
- 3.1.2 The provisions of Module Two are incorporated; the provisions under Modules One, Three, and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.
- 3.2 The Processor Model Clauses and Controller Model Clauses shall be collectively, the "Standard Contractual Clauses." The applicable version of the Standard Contractual Clauses is those which were approved by the European Commission on June 4, 2021. In the event that the Standard Contractual Clauses are updated, replaced, amended or re-issued by the European Commission (with the updated Standard Contractual Clauses being the "**New Contractual Clauses**") during the term of this Addendum, the New Contractual Clauses shall be deemed to replace the Standard Contractual Clauses and the parties undertake to be bound by the terms of the New Contractual Clauses effective

as of the date of the update (unless either party objects to such change) and the parties shall execute a form of the New Contractual Clauses.

- 3.3 The descriptions required by the Annexes of the Standard Contractual Clauses are replaced by the information in Schedule 1, Schedule 2, and Schedule 3 of this Addendum.
- 3.4 To the extent that the UK Information Commissioner's Office issues any standard contractual clauses for the purpose of making lawful International Data Transfers during the term of this Addendum that will impact the transfers of Customer Personal Data or User Personal Data (with such clauses being the "**UK Standard Contractual Clauses**"), to the extent possible, the UK Standard Contractual Clauses shall be deemed to be incorporated into this Addendum and the parties undertake to be bound by the terms of the UK Standard Contractual Clauses effective as of the date of their issuance (unless either party objects to such change) and the parties shall execute a form of the UK Standard Contractual Clauses.

Schedule 1
List of Parties and Description of Data
Transfers

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. **Name:**
Address:
Contact person’s name, position and contact details:
Activities relevant to the data transferred under these Clauses:
Signature and date:
Role (controller/processor): Controller
2. **Additional Information:** Customer shall act as Controller with respect to User Personal Data (as defined in the Agreement). The Controller shall perform the following responsibilities accordingly:

Customer	EBSCO
<ul style="list-style-type: none"> - Personalization: Customer decides whether to enable features of personalized accounts in product - Authorize the processing of end user data by EBSCO via the Agreement between parties <ul style="list-style-type: none"> o Provide legal basis for processing end user data o Establish the purposes and scope of processing - Implementation of technical and organizational measures to ensure security of network <ul style="list-style-type: none"> o Access controls – provide guidelines to EBSCO for authorizing who may access the product under the customer’s subscription - Data Subject Access Requests <ul style="list-style-type: none"> o As needed, provides details of requests to EBSCO if request is received by Customer from end users (in the event that an end user submits a request through Customer rather than through EBSCO) 	<ul style="list-style-type: none"> - Implementation of organizational and technical measures <ul style="list-style-type: none"> o See Schedule 2 for details - Maintenance and support of product <ul style="list-style-type: none"> o Security patches o Feature updates o Technical support o Availability and up-time - Data storage, including backups - Establish the purposes and scope of processing via the Agreement between Parties - Data Subject Access Requests <ul style="list-style-type: none"> o Receives and processes Data Subject Access Requests and honors the data subject rights of information, access, rectification, erasure, restricted processing, data portability, right to object, and the right to avoid automated decision-making o Manages the contact form, email address, and phone number for intake of privacy requests o Upon request, notifies customer of data subject request

Customer	EBSCO
	<ul style="list-style-type: none"> - Provide legal basis for processing end user data <ul style="list-style-type: none"> o Agreement between parties establishes contract to provide services o Collection of individual consent and acceptance of terms of use, privacy policy, etc. from end users - Incident response <ul style="list-style-type: none"> o Implementation of process o Notification of customer - Subprocessors - vetting and notifying customer of new subprocessors - Privacy Risk Assessments – conduct PRA/DPIA as needed for vendors, features, products, etc. which process personal information

Data importer(s):

For Customer Personal Data:

1. **Name:** EBSCO
Address: 10 Estes Street, Ipswich, MA 01938
Contact person’s name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research
Signature and date:
Role (controller/processor): Processor

2. **Additional Information:** Customer will act as the Controller of Customer Personal Data where Customer Personal Data is processed by EBSCO. EBSCO will act as the Processor of Customer Personal Data. **“Customer Personal Data”** means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer’s behalf in connection with the Agreement.

For User Personal Data:

1. **Name:** EBSCO
Address: 10 Estes Street, Ipswich, MA 01938
Contact person’s name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research, creation of user profiles
Signature and date:
Role (controller/processor): Processor

2. **Additional Information:** Customer will act as the Controller of User Personal Data where User Personal Data is processed by EBSCO. EBSCO will act as the Processor of User Personal Data.

“**User Personal Data**” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: Entity information required for handling the subscription and users of applications, including but not limited to students, teachers, employees, authors.

Categories of personal data transferred: First name, last name, email address, authentication information, search information, research notes.

Sensitive Data transferred (if applicable), and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved: Not Applicable.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): Continuous.

Nature of the processing: Providing access to EBSCO databases; storing user information in customized profiles; facilitating the retrieval of user search history.

Purpose(s) of the data transfer and further processing: To perform the obligations between the parties, per the Agreement, to provide research tools, to personalize the experience and to prevent harvesting. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As long as reasonably necessary, some personalization information will be held until deletion is requested by a customer or user.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Subject Matter: First name, last name, email address, authentication information, search information, research notes

Nature of processing: The nature of processing includes the following: Data storage and software delivery, consent management, fulfilling data subject rights requests. Please also see Schedule 3 for the link to the Subprocessors for comprehensive information about how specific subprocessors process data.

Duration: Continuous

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority, in accordance with Clause 13, is the Supervisory Authority of Ireland.

Schedule 2
Technical and Organizational Measures
Including Technical and Organizational
Measures to Ensure the Security of Data

EBSCO shall maintain and use appropriate safeguards to prevent the unauthorized access to or use of Customer Personal Data and to implement administrative, physical and technical safeguards to protect Customer Personal Data. Such safeguards shall include:

1. Network and Application Security and Vulnerability Management:

- a. Measures of pseudonymization and encryption of personal data:
Personal data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256), and in transit using Transport Layer Security (TLS) encryption. Cryptographic key management is in place as outlined in National Institute of Science and Technology (NIST) standard 800-57.
- b. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services:
EBSCO has an ongoing commitment to certification against relevant International Organization for Standardization (ISO) standards, including ISO standards 27001, 27017, 27018 and 27701 both on-premise and at Amazon Web Services (AWS) managed data centers. Folio is hosted within the Amazon Web Services platform. Applications and data are distributed for purposes of high availability and resilience. Features such as automatic recovery and automatic scaling have been implemented. Applications together with their container configuration can be redeployed within minutes, if necessary.
- c. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident:
All applications and data are distributed across multiple nodes and the nodes are distributed across multiple availability zones within Amazon Web Services to ensure high availability of the service. The use of a container-based architecture further helps to ensure high availability of the service. For example, applications automatically restart if they encounter issues and if a specific node fails, it is removed from service and traffic is directed to the remaining 'healthy' nodes. Where appropriate, nodes are set to automatically scale to handle unexpected spikes in traffic. Regular service management meetings review the performance and future capacity needs of the service. The infrastructure enables horizontal and vertical scaling to be implemented with significantly reduced lead times compared to a physical infrastructure.

EBSCO continuously monitors service availability. The current status can be found here:
<https://status.ebsco.com/>
- d. Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing:
EBSCO contracts third party penetration testing on an annual basis. In addition, vulnerability scans are conducted through an automated code deployment pipeline. Our production environment is scanned continuously. We employ a managed 24/7 security operations team to continuously monitor our

environment. EBSCO regularly applies security updates to our environment following our comprehensive vulnerability management process.

Organizational measures are reviewed twice annually, through an internal audit as well as an external audit conducted on an annual basis by accredited third party auditors. In addition, regular access reviews to sensitive data and systems are conducted on a regular basis.

EBSCO continually evaluates the security of its network and associated Services to determine whether additional or different security measures are required to respond to security risks or findings generated by periodic reviews.

- e. Measures for the protection of data during transmission:
All data is encrypted in transit using TLS, both from the users' browser to the applications as well as data in transit between EBSCO systems and subprocessors.
- f. Measures for the protection of data during storage:
Personal Data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256). All data storage is isolated from the public internet by a dedicated firewall to ensure only EBSCO personnel can access the database.
- g. Measures for ensuring system configuration, including default configuration:
Standardized system configurations are enforced through automated code deployment pipelines where appropriate.
- h. Measures for internal IT and IT security governance and management:
EBSCO's Governance Risk and Compliance (GRC) Team maintains the EBSCO Information Security and Privacy Management system (ISPMS). The ISPMS is continuously monitored and improved to conform to or exceed the standards required by ISO 27001, ISO 27701, ISO 27017, and ISO 27018. The EBSCO ISPMS is comprised of the ISMS-Information Security Management System and PIMS-Privacy Information Management System. External and internal audits of the ISPMS are performed on an annual basis. Security logs are monitored continuously.
- i. Measures for certification/assurance of processes and products:
In addition to the measures for internal IT management and IT security governance above, regular, mandatory training is delivered through an online learning platform to ensure all staff are familiar with their responsibilities and up to date with policies and procedures. Clear processes are in place to manage security related incidents and to liaise with law enforcement if required.
- j. Measures for ensuring data minimization:
EBSCO follows best practices for minimizing data attributes to only those needed to perform required functions and allow its customers and user patrons the ability to extend the minimum default data set if required.
- k. Measures for ensuring data quality:
Institutions and end users have the ability to review and update their information through a self-service module, or through contacting [EBSCO](#) according to the Privacy Policy. Where applicable, data validation controls are implemented in our environment.

2. Logical access controls:

a. Measures for user identification and authorization:

A small number of the EBSCO Team with responsibilities for administering and supporting the system have access to the production environment and databases. This is strictly controlled by role and requires two-factor authentication to gain access.

Customers have the ability to set up different authentication options. Options include, but are not limited to, integration through Single Sign On (SSO) using SAML 2.0, username and password, IP whitelist authentication, patron ID, Google Campus Activated Subscriber Access (CASA), Universal CASA and Cookies.

3. Secure media disposal controls:

a. Measures for ensuring limited data retention:

It is vital that personal data stored within EBSCO's systems meets the requirements for data privacy and protection and part of that is ensuring personal data is not retained beyond what is necessary for the defined purpose.

In many cases, EBSCO allows the ability for customers to anonymize end user data by pseudonymized SSO configuration or removing the option for User Patrons to personalize.

b. Measures for allowing data portability and ensuring erasure:

Upon request or through the self-service module, EBSCO customers can extract Database Usage Reports, Interface Usage Reports, Link Activity Reports, Login Usage Report and Title Usage Reports. This data can also be obtained upon request at contract termination, or at any time through EBSCOadmin.

4. Logging Controls:

a. Measures for ensuring events logging:

EBSCO allows customers to view database usage reports, interface usage reports, link activity reports, login usage reports and title usage reports through EBSCOadmin.

EBSCO employs Security Information and Event Management (SIEM) logs across our resources. These logs are monitored internally by our information security team and 24/7 managed security operations center (SOC). No customer action is required, and customers do not have access to these internal logs.

5. Personnel Controls:

Contracts for new staff and the onboarding process emphasize individual responsibilities for information security and the potential penalties for misuse. Staff resignations trigger an automated process to ensure access rights to EBSCO's systems are revoked in a timely fashion.

The IT Acceptable Use Agreement covers the acceptable use of EBSCO's information assets. It is issued to both permanent and contract staff and forms part of the induction for new starters.

Security awareness training is delivered through EBSCO's online training platform. It is delivered at least annually and is mandatory for all employees.

6. Physical security and environmental controls:

- a. Measures for ensuring physical security of locations at which personal data are processed: EBSCO is committed to ensuring the safety of its employees, contractors and assets and takes the issue of physical security very seriously. EBSCO has a comprehensive set of physical security controls which ensure that its data centers and offices are sufficiently protected. Access to data centers is limited only to necessary personnel, and all access is logged and reviewed for abnormalities.

EBSCO also contracts with AWS for the processing of customer data. AWS provides world class security within their hosted data centers. For more information on physical security in AWS hosted environments see: <https://aws.amazon.com/compliance/data-center/controls/>.

Schedule 3 List of Subprocessors

MODULE TWO: Transfer controller to processor

The controller has been notified of the use of the subprocessors listed below may be utilized at the time of contract execution. For an updated list of subprocessors, please see <https://legal.ebsco.com/sub-processors>.

EXHIBIT G

Agreements of Third-Party Products

EReserves
OpenAthens