
Alma Mobile EULA

Ex Libris End User License Agreement for Alma Mobile Application

PLEASE READ THE FOLLOWING CAREFULLY BEFORE INSTALLING AND/OR USING THE APP.

ALMA USERS ONLY - This mobile software application is intended for use only by properly credentialed “named users” of the relevant institution’s Ex Libris Alma SaaS Service (the “Alma Service”).

This End User License Agreement (the “**Agreement**”), is a legally binding agreement with Ex Libris stating the terms that govern your use of the Ex Libris Alma mobile application (the “**App**”). By clicking “accept” or “ok” button, or by installing and/or using the App and/or any updates to such App, you (i) are agreeing to comply with and be bound by all of the terms and conditions stated herein and (ii) represent that you are an authorized named user of an institution’s (“**Alma Institution**”) Alma Service. If you do not agree to be bound by this Agreement or do not meet the criteria for its use, please do not download, install or use the App and remove it from your device. The App may require you to login with your Alma user credentials under your institution’s Alma Service account and your access and use of the Alma Service through the App is subject to the terms of the agreement for Alma Service entered into by your Alma Institution with an Ex Libris group company.

1. **App License.** Subject to the terms and conditions of this Agreement and for so long as you continue to meet the criteria for use of the App, we hereby grant you a personal, revocable, non-exclusive, non-sub-licensable, non-assignable, non-transferable license (“**License**”) to: (i) download, install and use the App on a mobile telephone, tablet or device (each a “**Device**”) that you own or control; and (ii) access and use the App on that Device in accordance with this Agreement and any applicable Usage Rules (defined below).
2. **License Restrictions.** You agree not to, and shall not permit any third party to: (i) sublicense, redistribute, sell, lease, lend or rent the App; (ii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of, the App; (iii) copy (except for back-up purposes), modify, improve, or create derivative works of the App or any part thereof; (iv) circumvent, disable or otherwise interfere with security-related features of the App or features that prevent or restrict use or copying of any content or that enforce limitations on use of the App; (v) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the App; (vi) use ours or our licensors’ name, logo or trademarks without our prior written consent; and/or (vii) use the App to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement.
3. **App Usage Rules.** If you are downloading the App from a third party mobile device platform or service provider (“**Distributor**”), please be aware that the Distributor may have established usage rules which also govern your use of the App (“**Usage Rules**”). We specifically refer to the Usage Rules of certain Distributors below in the section entitled ‘Distributor Requirements and Usage Rules’, but other Usage Rules may be applicable depending on where the App has been downloaded from. The Usage Rules that are applicable to your use of the App are incorporated into this Agreement by this reference.
4. **Location Data.** Certain features or functionality (“**Features**”) of the App may collect or be dependent on data related to your geographic location (“**Location Data**”). If you wish to use these Features, you agree to provide or to make your Location Data accessible to us, and to receive messages and notification via the App based on your location data. To the extent that we do collect Location Data, we shall use it in accordance with the Privacy Policy (defined below). If you do not provide or make such Location Data accessible then the Features may be limited or not operate.
5. **Intellectual Property Rights.**

Ownership. The App is licensed and not sold to you under this Agreement and you acknowledge that the Licensor and its licensors retain all title, ownership rights and Intellectual Property Rights (defined below) in and to the App (and its related software). We reserve all rights not expressly granted herein to the App. "**Intellectual Property Rights**" means any and all rights in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.

Marks and Material. The content on the App (other than your Alma Institution's data), service marks and logos contained therein ("**Marks**"), is the property of the Licensor and/or its licensors, and may be protected by applicable copyright or other intellectual property laws and treaties. "Ex Libris Alma" and the Ex Libris logo are Marks of Ex Libris and its affiliates. Any other Marks used on the App are the trademarks, service marks, or logos of their respective owners.

6. **Privacy.** We will use any personal information that we may collect or obtain in connection with the App in accordance with our privacy policy which is available on our website ("Privacy Policy"), and you agree that we may do so. Notwithstanding, you are aware that you are not legally obligated to provide us or our licensors with personal information, and you hereby confirm that providing us and our licensors with your personal information is at your own free will. Please also be aware that certain personal information and other information provided by you in connection with your use of the App may be stored on your Device and on servers operated by us (even if we do not collect that information). You are solely responsible for maintaining the security of your Device from unauthorized access.

7. **Warranty Disclaimers.**

7.1 THE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE APP WILL OPERATE ERROR-FREE, THAT ALL CONTENT ON THE APP WILL BE ACCURATE, THAT THE APP IS FREE OF VIRUSES OR OTHER HARMFUL CODE or that WE will correct any errors in the APP. YOU AGREE WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

7.2 Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

8. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE APP EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LICENSOR'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF, OR INABILITY TO USE THE APP, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO THE LICENSOR FOR USING THE APP WITHIN THE THREE (3) MONTHS PRECEDING THE DATE OF BRINGING A CLAIM.
9. **Export Laws.** You agree to comply fully with all applicable export laws and regulations to ensure that neither the App nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.
10. **Updates and Upgrades.** We may from time to time provide updates or upgrades to the App (each a "Revision"), but are not under any obligation to do so. This Agreement shall govern any Revisions that replace or supplement the original App, unless the Revision is accompanied by a separate license agreement which will govern the Revision.

11. **Third Party Open Source Software.** Portions of the App may include third party open source software that are subject to third party terms and conditions ("**Third Party Terms**"). A list of any third party open source software and related Third Party Terms is available at https://knowledge.exlibrisgroup.com/Alma/Product_Materials/Licenses/Alma_Mobile_App. Neither the Licensor nor its licensors makes any warranty or indemnity hereunder with respect to any third party open source software.
12. **Term and Termination.** This Agreement is effective until terminated by us or you. We reserve the right, at any time, to: (i) discontinue or modify any aspect of the App; and/or (ii) terminate this Agreement and your use of the App with or without cause, and shall not be liable to you or any third party for any of the foregoing. If you object to any term or condition of this Agreement or any subsequent modifications thereto, or become dissatisfied with the App in any way, your only recourse is to immediately discontinue use of the App. Upon termination of this Agreement, you shall cease all use of the App. Sections 6, 9, 10 - 12, 15, 18 and 19 shall survive termination of this Agreement.
13. **Modification.** We reserve the right to modify this Agreement at any time by sending you an in-App notification and/or publishing the revised Agreement on the App or our website. Such change will be effective ten (10) days following the foregoing notification thereof, and your continued use of the App thereafter means that you accept those changes.
14. **Governing Law and Disputes.** This Agreement shall be governed by and construed in accordance with the law of England without regard to its conflict of laws rules.
15. **General.** This Agreement, and any other legal notices published by us in connection with the App, shall constitute the entire agreement between you and the Licensor concerning your right to use the App. In the event of a conflict between this Agreement and any such legal notices, the terms of the applicable notice shall prevail with respect to the subject matter of such notice. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by the Licensor without restriction or notification. No amendment to this Agreement will be binding unless in writing and signed by the Licensor. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE APP MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

16. **APPLE - Distributor Requirements and Usage Rules.**

16.1 *Apple.* If you download the App from the Apple, Inc. ("**Apple**") App Store (or in any event if you download an Apple iOS App) then, without derogating from the warranty disclaimers and limitation of liability as set forth in the Agreement:

- i. You acknowledge and agree that:
 - a. This Agreement is concluded between the Licensor named below and you only, and not with Apple, and the Licensor and its licensors, and not Apple, are solely responsible for the App and the content thereof.
 - b. Your use of the App is also subject to the Usage Rules established by Apple, including those set forth in the Apple App Store Terms of Service, effective as of the date that you enter into this Agreement.
 - c. The License granted herein is limited to a non-transferable right to use the App on an Apple iPhone, iPod Touch, iPad, or other Apple-branded product that you own or control and that runs the iOS.
 - d. The Licensor is solely responsible for providing any maintenance and support services with respect to the App, as specified in this Agreement, or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
 - e. The Licensor is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will, to the extent applicable, refund any purchase price paid (if

any) by you for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the Licensor's sole responsibility.

- f. The Licensor, and not Apple, is responsible for addressing any product claims you, or any third party, may have relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
- g. In the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Apple shall not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- h. Apple, and its subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.
- ii. You represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- iii. If you have any questions, complaints, or claims regarding the App, please contact the Licensor IT/MIS Department.
- iv. By entering into this Agreement you, to the extent legally permitted, hereby waive any applicable law requiring that this Agreement be localized to meet your language and other local requirements. To the extent that the foregoing is not permitted, you agree to be bound by the standard Apple Licensed Application End User License Agreement which is part of the Apple App Store Terms of Service, at www.apple.com/legal/itunes/us/terms.html#SERVICE (as amended from time to time).

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