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Product Order Form

CustID:	s9354833
OrderID:	WSR551635
Date:	08/20/2020

Page 1 of 1

Purchasing Customer

DAVIS JOINT UNIF SCH DIST
526 B ST
DAVIS, CA, 95616-3811
USA

Billing Address

DAVIS JOINT UNIF SCH DIST
526 B ST
DAVIS, CA, 95616-3811
USA

Contact:

Marcia Bernard
530-757-5300 ext 117
mbernard@djusd.net

Your invoice will be sent to:

Marcia Bernard
mbernard@djusd.net

Product Name	Begin Date	Expire Date	Price
EBSCO Renewal Package '20-21			\$14,262.00
Academic Search Premier	09/01/2020	08/31/2021	
Biography Reference Center	09/01/2020	08/31/2021	
Biography Reference Center eBook Subscription	09/01/2020	08/31/2021	
Complete Online Package	09/01/2020	08/31/2021	
Consumer Health Reference Center eBook Subscription	09/01/2020	08/31/2021	
eBook Subscription High School Collection	09/01/2020	08/31/2021	
History Reference Center	09/01/2020	08/31/2021	
History Reference Center eBook Subscription	09/01/2020	08/31/2021	
Literary Reference Center Plus	09/01/2020	08/31/2021	
Literary Reference Center eBook Subscription	09/01/2020	08/31/2021	
MAS Reference eBook Subscription	09/01/2020	08/31/2021	
Middle Online Package : HOST	09/01/2020	08/31/2021	
Middle Search Reference eBook Subscription	09/01/2020	08/31/2021	
NoveList Plus	09/01/2020	08/31/2021	
Points of View Reference Center	09/01/2020	08/31/2021	
Primary Search : HOST	09/01/2020	08/31/2021	
Primary Search Reference eBook Subscription	09/01/2020	08/31/2021	
Read It!	09/01/2020	08/31/2021	
Science Reference Center	09/01/2020	08/31/2021	
Science Reference Center eBook Subscription	09/01/2020	08/31/2021	

Total: \$14,262.00

The above excludes all applicable tax

Currency: US Dollar

Price represented is the cash discounted price for payments received by check or electronic payment. If paying by a method other than check or electronic payment, please inquire for non cash discounted pricing. Payment due upon receipt of invoice. Interest of 1 percent per month charged for payment received later than 30 days after invoice date. eBooks and eAudiobooks ordered are non-returnable and non-refundable.

Terms and Conditions

Customer agrees to terms and conditions of the appropriate license agreement for usage of purchased access or subscription to electronic databases, econtent and services. If ordering ebooks or audiobooks, customer also agrees to the terms and conditions of the Library eContent Agreement.

Authorized Signature: _____

Date: _____

Print Name: _____

Title: _____

Please sign, scan and email this form to: VICTORIA GUELFO at vguelfo@ebsco.com

Thank you for your business!

If unable to scan, please fax to: 978 356-5640

AMENDMENT
TO THE
EBSCO LICENSE AGREEMENT
AND
DAVIS JOINT UNIFIED SCHOOL DISTRICT
(Venue and Data Privacy Law)

This Contract Amendment executed by EBSCO, hereinafter referred to as "Vendor", and Davis Joint Unified School District, hereinafter referred to as "District", which document shall amend the EBSCO License Agreement between the Vendor and District as follows:

1. The EBSCO License Agreement shall be governed by and construed in accordance with the laws of the State of California and all disputes arising out or relating to the Service Agreement shall be heard in Superior Court in Yolo County, California.
2. The parties agree to adopt the California Student Data Privacy Agreement ("CSDPA"), the contents of which are incorporated herein by reference. In the event there is a conflict between the CSDPA and the Service Agreement, the CSDPA shall apply and take precedence.

Subject to the terms and conditions set forth in this Amendment, the above referenced Service Agreement between the parties is hereby ratified and confirmed.

[VENDOR LEGAL NAME]

By: Alex Saltzman

Name: Alex Saltzman

Title: Senior VP, Inside Sales

Date: 10/1/2019

235-115/4541706.1

DAVIS JOINT UNIFIED SCHOOL DISTRICT

By: _____

Name: Amari Watkins

Title: Associate Superintendent of Business

Services

Date:

EBSCO LICENSE AGREEMENT

By using the services available at this site or by making the services available to Authorized Users, the Authorized Users and the Licensee agree to comply with the following terms and conditions (the "Agreement"). For purposes of this Agreement, "EBSCO" is EBSCO Publishing, Inc.; the "Licensee" is the entity or institution that makes available databases and services offered by EBSCO; the "Sites" are the Internet websites offered or operated by Licensee from which Authorized Users can obtain access to EBSCO's Databases and Services; and the "Authorized User(s)" are employees, students, registered patrons, walk-in patrons, or other persons affiliated with Licensee or otherwise permitted to use Licensee's facilities and authorized by Licensee to access Databases or Services. "Authorized User(s)" do not include alumni of the Licensee. "Services" shall mean EBSCOhost, EBSCOhost *Integrated Search*, EBSCO *Discovery Service*, EBSCO eBooks, Flipster and related products to which Licensee has purchased access or a subscription. "Services" shall also include audiobooks and eBooks to which a Licensee has purchased access or a subscription and periodicals to which Licensee has purchased a subscription. "Databases" shall mean the products made available by EBSCO. EBSCO disclaims any liability for the accuracy, completeness or functionality of any material contained herein, referred to, or linked to. Publication of the servicing information in this content does not imply approval of the manufacturers of the products covered. EBSCO assumes no responsibility for errors or omissions nor any liability for damages from use of the information contained herein. Persons engaging in the procedures included herein do so entirely at their own risk..

I. LICENSE

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B. The Licensee is authorized to provide on-site access through the Sites to the Databases and Services to any Authorized User. The Licensee may not post passwords to the Databases or Services on any publicly indexed websites. The Licensee and Sites are authorized to provide remote access to the Databases and Services only to their patrons as long as security procedures are undertaken that will prevent remote access by institutions, employees at non-subscribing institutions or individuals, that are not parties to this Agreement who are not expressly and specifically granted access by EBSCO. For the avoidance of doubt, if Licensee provides remote access to individuals on a broader scale than was contemplated at the inception of this Agreement then EBSCO may hold the Licensee in breach and suspend access to the Database(s) or Services. **Remote access to the Databases or Services is permitted to patrons of subscribing institutions accessing from remote locations for personal, non-commercial use. However, remote access to the Databases or Services from non-subscribing institutions is not allowed if the purpose of the use is for commercial gain through cost reduction or avoidance for a non-subscribing institution.**

C. Licensee and Authorized Users agree to abide by the Copyright Act of 1976 as well as by any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the Databases or Services. Pursuant to these terms and conditions, the Licensee and Authorized Users may download or print limited copies of citations, abstracts, full text or portions thereof, provided the information is used solely in accordance with copyright law. Licensee and Authorized Users may not publish the information. Licensee and Authorized Users shall not use the Database or Services as a component of or the basis of any other publication prepared for sale and will neither duplicate nor alter the Databases or Services or any of the content therein in any manner, nor use same for sale or distribution. Licensee and Authorized Users may create printouts of materials retrieved through the Databases or Services online printing, offline printing, facsimile or electronic mail. All reproduction and distribution of such printouts, and all downloading and electronic storage of materials retrieved through the Databases or Services shall be for internal or personal use. Downloading all or parts of the Databases or Services in a systematic or regular manner so as to create a collection of materials comprising all or part of the Databases or Services is strictly prohibited whether or not such collection is in electronic or print form. Notwithstanding the above restrictions, this paragraph shall not restrict the use of the materials under the doctrine of "fair use" as defined under the laws of the United States. Publishers may impose their own conditions of use applicable only to their content. Such conditions of use shall be displayed on the computer screen displays associated with such content. The Licensee shall take all reasonable precautions to limit the usage of the Databases or Services to those specifically authorized by this Agreement.

D. Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by EBSCO and Licensee

E. Licensee agrees to comply with the Copyright Act of 1976, and agrees to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.

F. The computer software utilized via EBSCO's Databases and Service(s) is protected by copyright law and international treaties. Unauthorized reproduction or distribution of this software, or any portion of it, is not allowed. User shall not reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the software, or create derivative works from the software.

G. The Databases are not intended to replace Licensee's existing subscriptions to content available in the Databases.

H. Licensee agrees not to include any advertising in the Databases or Services.

II. LIMITED WARRANTY AND LIMITATION OF LIABILITY

A. EBSCO and its licensors disclaim all warranties, express or implied, including, but not limited to, warranties of merchantability, noninfringement, or fitness for a particular purpose. Neither EBSCO nor its licensors assume or authorize any other person to assume for EBSCO or its licensors any other liability in connection with the licensing of the Databases or the Services under this Agreement and/or its use thereof by the Licensee and Sites or Authorized Users.

B. THE MAXIMUM LIABILITY OF EBSCO AND ITS LICENSORS, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY EBSCO FROM LICENSEE HEREUNDER UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL EBSCO OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY AUTHORIZED USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE DATABASES OR 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.

III. PRICE AND PAYMENT

A. License fees have been agreed upon by EBSCO and the Licensee, and include all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within thirty (30) days. Delinquent invoices are subject to interest charges of 12% per annum on the unpaid balance (or the maximum rate allowed by law if such rate is less than 12%). The Licensee will be liable for all costs of collection. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Databases, Services and pricing identified in this Agreement, pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within thirty (30) days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice, Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Stam, EBSCO Publishing, 10 Estes Street, Ipswich, MA 01938; phone: 978-356-6500, fax: 978-356-5191; email: kstam@ebSCO.com. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

VI. GENERAL

A. Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the EBSCO License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement and our [Privacy Policy](#) represent the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described in this Agreement and our [Privacy Policy](#).

F. EBSCO grants to the Licensee a non-transferable right to utilize any IP addresses provided by EBSCO to Licensee to be used with the Services. EBSCO does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Services, the Licensee's right to utilize such IP addresses will cease.

G. All information that EBSCO collects when Licensee accesses, uses, or provides access to, the Databases and Services is subject to EBSCO's [Privacy Policy](#), which is incorporated herein by reference. By accessing or using the Databases and/or Services, you consent to all actions taken by EBSCO with respect to your information in compliance with the [Privacy Policy](#).

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “**Addendum**”) is made effective on May 25, 2018 (the “**Addendum Effective Date**”) by and between EBSCO Publishing, Inc. (“**Service Provider**”) and Data Controller (“**Customer**”). This Addendum is being entered into in connection with and subject to the terms and conditions contained in the License Agreement between Service Provider and Customer (the “**Agreement**”). All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

1. Definitions

- a. “**Data Protection Legislation**” means the General Data Protection Regulation 2016/679 (GDPR) and any legislation and/or regulation implementing or made pursuant to the GDPR, or which amends, replaces, re-enacts or consolidates the GDPR.
- b. “**data processor**”, “**data controller**”, “**data subject**”, “**personal data**”, “**processing**” and “**appropriate technical and organisational measures**” shall be interpreted in accordance with applicable Data Protection Legislation; and
- c. “**Services**” shall have the meaning set forth in the Agreement (as applicable).

2. Data Protection

- a. The provisions of this Section 1 shall apply to the personal data the Service Provider processes in the course of providing Customer the Services. Service Provider is the data processor in relation to the personal data that it processes in the course of providing Services to Customer. Customer is the data controller in relation to the personal data that it processed by data processor on its behalf in the course of providing Services to Customer.
- b. The subject matter of the data processing is providing the Services and the processing will be carried out until Service Provider ceases to provide any Services to Customer. Annex 1 of this Addendum sets out the nature and purpose of the processing, the types of personal data Service Provider processes and the data subjects whose personal data is processed.
- c. When the Service Provider processes personal data in the course of providing Services to you, Service Provider will:
 - i. process the personal data only in accordance with documented instructions from Customer (as set forth in this Addendum or the Agreement or as directed by Customer). If applicable law requires us to process the personal data for any other purpose, Service Provider will inform Customer of this requirement first, unless such law(s) prohibit this;
 - ii. notify Customer promptly if, in Service Provider’s opinion, an instruction for the processing of personal data given by Customer infringes applicable Data Protection Legislation;
 - iii. assist Customer, taking into account the nature of the processing:
 - 1. by appropriate technical and organizational measures and where possible, in fulfilling Customer’s obligations to respond to requests from data subjects exercising their rights;
 - 2. in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the General Data Protection Regulation, taking into account the information available to Service Provider; and
 - 3. 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 General Data Protection Regulation have been met.
 - iv. implement and maintain appropriate technical and organizational measures to protect the personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of personal data and appropriate to the nature of the personal data which is to be protected;
 - v. not give access to or transfer any personal data to any third party for such third party’s independent use (e.g., not directly related to providing the Services) without Customer’s prior written consent. If Service Provider

provides personal data to third party subprocessors involved in providing the Service, Service Provider will include in our agreement with any such third party subprocessor terms which are at least as favorable to you as those contained herein and as are required by applicable Data Protection Legislation;

- vi. ensure that Service Provider personnel required to access the personal data are subject to a binding duty of confidentiality with regard to such personal data;
 - vii. except as set forth in Section C.5 above or in accordance with documented instructions from Customer (as set forth in this Addendum or the Agreement or as directed by Customer), ensure that none of Service Provider personnel publish, disclose or divulge any personal data to any third party;
 - viii. upon expiration or earlier termination of the Agreement, upon Customer's written request, securely destroy or return to you such personal data, and destroy existing copies unless applicable laws require storage of such personal data; and
 - ix. at Service Provider's option, allow Customer and Customer's authorized representatives to either (i) access and review up-to-date attestations, reports or extracts thereof from independent bodies (e.g. external auditors, internal audit, data protection auditors) or suitable certifications to ensure compliance with the terms of this Addendum; or (ii) conduct audits or inspections, upon the parties mutual agreement, during the term of the Agreement to ensure compliance with the terms of this Addendum in accordance with this Section C.9. Notwithstanding the foregoing, any audit must be conducted during Service Provider's regular business hours, with reasonable advance notice to Service Provider and subject to reasonable confidentiality procedures. In addition, audits shall be limited to once per year, unless (a) Service Provider has experienced a Security Breach, as defined herein, within the prior twelve (12) months; or (b) an audit reveals a material noncompliance.
- d. If Service Provider becomes aware of and confirms any accidental, unauthorized or unlawful destruction, loss, alteration, or disclosure of, or access to Customer's personal data that it processes in the course of providing the Services (a "**Security Breach**"), Service Provider will notify Customer within forty-eight hours.
 - e. All personal data processing is also covered by Service Provider's Privacy Shield certification. Service Provider agrees to (i) maintain Service Provider's Privacy Shield certification throughout the term of the Agreement, provided Privacy Shield certification remains a valid basis under the Data Protection Legislation for establishing adequate protections in respect of a transfer of personal data outside of the European Economic Area or (ii) execute Standard Contractual Clauses in respect of the processing of such personal data. Service Provider will promptly notify Customer if Service Provider ceases to maintain, or anticipates the revocation or withdrawal, or are otherwise challenged by any regulatory authority as to the status of Service Provider's Privacy Shield certification, or if Service Provider makes a determination that it can no longer meet our obligations under Privacy Shield.
 - f. Prior to Service Provider processing personal data to Customer and Customer's users, Customer agrees to obtain a legal basis, which may include consent, for the processing of personal data in connection with the provisioning and use of Services. This Section (f) shall be in accordance with Article 6 of the GDPR or other applicable Data Protection Legislation.

3. MISCELLANEOUS

In the event of any conflict or inconsistency between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall prevail. For avoidance of doubt and to the extent allowed by applicable law, any and all liability under this Addendum will be governed by the relevant provisions of the Agreement, including limitations of liability. Save as specifically modified and amended in this Addendum, all of the terms, provisions and requirements contained in the Agreement shall remain in full force and effect and govern this Addendum. Except as otherwise expressly provided herein, no supplement, modification, or amendment of this Addendum will be binding, unless executed in writing by a duly authorized representative of each party to this Addendum. If any provision of the Addendum is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Addendum shall remain operative and binding on

the parties.

ANNEX 1: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA

This Annex 1 includes certain details of the Processing of Company Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Company Personal Data

Subject to Agreement, Service Provider will provide the Services for the duration of the Agreement, unless otherwise agreed upon in writing.

The nature and purpose of the Processing of Company Personal Data

Service Provider will process all personal data governed by this Addendum as necessary to perform the Services pursuant to the Agreement, and as may be further instructed by Customer in its use of the Services.

The types of Company Personal Data to be Processed

Where applicable, as users are voluntarily permitted, but not required, may create a personalized account. Those accounts may collect the following limited personal data:

1. Name;
2. Email Address;
3. Password (in some cases); and
4. Security questions with answers.

The categories of Data Subjects to whom the Company Personal Data relates

Data subjects include Customer's current end-users.

ANNEX 2: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA

Description of the technical and organizational security measures implemented by the Service Provider in accordance with the Addendum:

See attached Security White Paper.

White Paper: Information Security Practices

Introduction

Information Security (IS) is a priority at EBSCO Information Services (EBSCO). Our mission is to incorporate security and risk management practices into our policies, procedures, and day-to-day operations within the organization. This approach enables appropriate diligence to ensure adequate protection of information assets and systems.

EBSCO's IS practices and strategies provide controls at multiple levels of the data lifecycle, from receipt to access, transfer, and destruction.

EBSCO is an international corporation producing products and services for customers across multiple markets. Our approach and tools will accommodate variances in requirements based on market or locale. We are committed to the confidentiality, integrity and availability of our information assets.

Information Security Policies & Management

EBSCO's Information Security Policy stands as the core of our IS program. Policies address security-related topics across the information asset lifecycle: from general policy roles – outsourcing security controls, change management, data classification, data retention and disposal, paper and electronic media, and system configuration requirements – to more specialized policies addressing anti-virus, encryption, backup, logging, and physical security controls. Our policies are developed in conjunction with the EBSCO Chief Information Officer (CIO) as well as the Legal, EBSCO Information Security and Business Continuity Management teams. The EBSCO IS office is responsible for maintaining all of

EBSCO's information security policies, facilitating the development of processes for secure application development and security assessments, and auditing current practices to ensure compliance with policy.

EBSCO's Information Security team

The EBSCO IS team holds specific certifications (ISC2, SANS/GIAC) specializing in Information Systems, Intrusion Analysis / Prevention, Incident Handling, Computer Forensics, in addition to having years of experience working with industry security best practices.

Is responsible for developing a strategy and approach to achieve objectives consistent with EBSCO's desired information security posture. EIS InfoSec is also responsible for developing, facilitating and/or overseeing the information policies, standards, guidelines, strategies and procedures; for conducting risk assessments; for managing incidents, and for providing internal / external reporting.

Lastly, IS constantly evaluates the effectiveness of ongoing security operational processes and monitors compliance for internal and external requirements. As such, a core component of our approach to protecting our information assets is continuous training and awareness of information security policies and procedures across all levels of personnel at EBSCO. As examples, EBSCO continues to mature its practices in the following areas:

- On-boarding education of EBSCO's information security policies and practices
- IS training and awareness based on roles and responsibilities, on handling and securing information assets
- Targeted information security discussion and presentations on security-related topics
- IS team access and membership to information security communities and organizations such as SANS, IAPP, BCI, DRI, etc.
- IS communications to EBSCO's employee population regarding latest threats, practices, guidelines, etc.

Information Asset Protection

EBSCO security policies provide a series of threat prevention and infrastructure management procedures, including the following:

Incident Management

EBSCO has an incident management approach that ensures security issues are handled accordingly. This involves ensuring incident response procedures are followed in order to contain or eradicate any threats or issues, taking due diligence in investigating and reporting the incident, taking appropriate steps to recover from the incident, and, if necessary, taking appropriate steps to escalate issues to senior management, law enforcement, or other key stakeholders. Events that directly impact customers are highest priority.

Post-event assessments are conducted to determine the root cause for events, regardless of threat, to understand if the causes are one-time, or trends, to adjust response or prevent recurrence.

Incident management procedures are exercised based on threat scenarios (e.g., insider threats, phishing, social engineering, software vulnerabilities) as needed to ensure that processes are efficient and stakeholders understand protocol.

Monitoring

EBSCO employs monitoring across its environments with multiple tools (a combination of open source and commercial tools) to identify, track, monitor, and report on pertinent risks, vulnerabilities (e.g., host availability, application response time, security events, etc.) Monitoring tools are set up to provide alarms and notices to EBSCO staff, who review and assess system logs to identify malicious activity. Ongoing analysis across environments helps identify potential threats for escalation to EBSCO IS staff.

Vulnerability Management

The EBSCO IS team scans for security threats using commercial, automated and manual methods. The team is also responsible for tracking and following up on any potential vulnerabilities that might be detected. The team has the capability to scan environments (both internal and external) and is updated on new systems within our environment.

Once EBSCO's Technology and IS teams have identified a vulnerability, it is prioritized according to severity and impact and remediated accordingly. The EBSCO IS team tracks risk and vulnerabilities until remediation.

Malware Prevention, Detection & Remediation

EBSCO uses multiple tools to address malware and phishing risks (e.g., firewalls, anti-virus, backups, automated and

manual scanning, end-user awareness). EBSCO's IS team periodically evaluates new technologies to mitigate malware and Advance Persistent Threats (APTs) to stay as protected as possible from these risks.

Network Security

EBSCO employs multiple layers of defense to secure information under our control, including protecting the network perimeter from external attacks – allowing only authorized services and protocols to access EBSCO's systems and services.

EBSCO's network security strategies, among other capabilities, include network segregation (e.g., production vs. testing, DMZ, service delivery vs. corporate).

Application Security

EBSCO employs Next Generation and Application Firewall technologies to mitigate the latest threat and attack vectors such as:

- Zero Day exploits
- Web application attacks (OWASP Top10)
- "Brute Force" and "Low and Slow" attacks
- Content scraping/harvesting
- Phishing/Spear Phishing
- Botnet/SpamBot activity
- Known malicious sources/actors

EBSCO leverages these technologies coupled with commercial threat intelligence feeds to create a comprehensive solution to detect and mitigate targeted application attacks before they have a chance for success.

Logical System Access

EBSCO has controls and practices to protect the security of customer information and employees. EBSCO maintains detailed logical access control security. Group access is used to grant employees access based upon their assigned function and job responsibility.

Each system user is assigned a unique user ID and password, and users are required to enter their current password prior to creating a new password.

Media Disposal

EBSCO utilizes a combination of internal processes and third-party vendors for media disposal. Destruction is based on the information asset classification and retention requirements. Certificates of destruction are collected, as required, from external third parties.

Logging Controls

EBSCO's policies provide that all event logs must be collected and protected from unauthorized access. The viewing of logs occurs only as required. The logs are further protected by a file integrity monitoring system that alerts the IS department of unauthorized access and modification.

Personnel Controls

EBSCO employees are required to conduct themselves in a manner consistent with the company's guidelines regarding confidentiality, business ethics, appropriate usage, and professional standards.

EBSCO will verify an individual's education and previous employment, and perform internal and external reference checks. Where local laws or statutory regulations permit, EBSCO may also conduct criminal, credit, immigration, and security checks. The extent of background checks is dependent on the desired position.

Upon acceptance of employment at EBSCO, all employees are required to execute a confidentiality agreement that documents the receipt of, and compliance with, EBSCO policies.

At EBSCO, all employees are responsible for information security. As part of this responsibility, they are tasked with communicating security and privacy issues to designated management in Technology, IS, and/or the CIO.

Physical and Environmental Security

EBSCO has policies, procedures, and infrastructure to handle both the physical security of its data centers as well as the environment in which the data centers operate. These include:

Physical Security Controls

EBSCO's data centers employ a variety of physical security measures. The technology and security mechanisms used in these facilities may vary depending on local conditions such as building location and regional risks. The standard physical security controls implemented at EBSCO data centers includes the following:

- electronic card access control systems
- intrusion detectors and alarms
- computer inventory control
- interior and exterior cameras
- 24/7 security guard access

Access to areas where systems, or system components, are installed or stored is segregated from general office and public areas such as lobbies. The cameras and alarms for each of these areas are centrally monitored. Activity records and camera footage are kept for later review, as needed.

Access to all data center facilities is restricted to authorized EBSCO employees, approved visitors, and approved third parties whose job it is to operate the data center. EBSCO maintains a visitor access policy and procedures on approvals for visitors, third parties, and employees who do not normally have access to data center facilities. EBSCO audits who has access to its data centers on a regular basis.

EBSCO restricts access to its data centers based on role.

Environmental Controls

- **Power and Utilities** – EBSCO data centers have redundant electrical power which includes backup generators as well as multiple utility providers, services, and systems. Alternate power supplies provide power until diesel engine backup generators engage and are capable of providing emergency electrical power, at full capacity, as needed, and the redundancy of our multiple oil providers, geographically diverse, allows for continuous operation, if needed.
- **Climate Control** – EBSCO maintains redundant cooling systems to control our data center environments.
- **Fire detection, protection and suppression** – EBSCO fire protection systems include fire alarms, automatic fire detection, and fire suppression systems. Should a fire arise in our data centers, visible and audible alerts are activated and proper response is initiated, which include automated response as well as the use of physical fire extinguishers located throughout our data centers.

Scott Macdonald,
Director, Information Security



English

- [EIS PRODUCTS AND SERVICES PRIVACY POLICY](#)
- [EIS WEBSITE PRIVACY POLICY](#)



EIS PRODUCTS AND SERVICES PRIVACY POLICY

LAST UPDATED: May 8, 2019

EBSCO Information Services Division of EBSCO Industries, Inc. and its applicable subsidiaries*, EBSCO Publishing, Inc. and its subsidiaries, EBSCO International, Inc. and its applicable subsidiaries, DynaMed, LLC, and Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO (collectively, “EBSCO Information Services” or “we” or “us” or “our”) respect your privacy and are committed to protecting it through our compliance with this Privacy Policy.

EBSCO Information Services wants you to have a positive experience in connection with our products and services. We want you to know that we respect the privacy and security of our users. Our goal is to provide you with an experience that delivers the information, resources and services that are helpful to you. In order to achieve this goal, we may collect information from you. We discuss our information collection practices below. This Privacy Policy sets forth the privacy principles we follow, in accordance with our operations.

This Privacy Policy sets forth the privacy practices with respect to your information when you use our software, mobile applications and other products or services (“Services”) . If you do not agree to these terms, do not use the Services.

For any questions on this Privacy Policy or our data practices, or to send in a data subject access request, you can contact us using one of the following methods:

1. *Via Web*: Please click [here](#). (This hyperlink will redirect to our privacy management platform provided by our vendor, OneTrust, Inc.)
2. *Via Mail*: EBSCO Industries, Inc.
5724 Highway 280 E
Birmingham, AL 35242, USA
Attn: Data Privacy Officer, Legal Department
3. *Via Email*: privacy@ebSCO.com

*For a list of Data Protection Representatives see the table at the end of this Privacy Policy.

What Information Is Collected and How is it Used?

[Information about Children's Areas at Section H of this Policy]

A. What Information Do We Collect?

1. Personal Information: information that identifies you as an individual or relates to an identifiable individual, including: name, title, date of birth, unique identifier (e.g., account number), company name, job function, expertise, postal address, telephone number, email address, credit card information, geolocation, certain device information, and

IP address. If you submit any Personal Information relating to other people to us or to our service providers in connection with our Services, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Policy.

2. Non-Personal Information: information that does not directly reveal your identity or does not directly relate to an identifiable individual. This might include a unique identifier (unconnected to your username or IP address) and related analytics and usage information that we use to track usage of our Services, track trends in our Services, administer the Services, and improve our users’ experience.

B. How Do We Collect the Information?

We only collect and use Personal Information when you voluntarily provide it to us or when an institutional customer provides it to us in connection with its method of authenticating users for access to our Services, with the exception of your IP address which may be automatically captured when you access our Services.

Under limited circumstances, we also collect limited business contact information from legitimate third parties. This helps us to update or expand our records. If you provide us personal information about others, or if others give us your information, we will only use that information for the specific reason for which it was provided to us. Examples of the types of personal information that may be obtained from public sources or purchased from third parties and combined with information we already have about you, may include name, email address, job title, and, company/institution affiliation.

In order to use some of the unique functions within our Services, a user must first complete a registration form or provide an email address that will require the user’s disclosure of limited Personal Information. Such disclosure is strictly voluntary. In addition, and in order to contact us by email, however, you must provide an email address.

We automatically collect non-Personal Information generated from your use of our Services. We use this non-Personal Information in the aggregate. We do not combine these types of non-Personal Information with Personal Information.

Cookies: EBSCO and our third-party partners may place a "cookie" or other tracking or information gathering device used in the industry in the browser files of a user's computer. A cookie is a piece of data stored on the user's hard drive containing information about the user. We use cookies to collect information about your use of our Services, which enable us to track and target the interests of our users. We then use that information to solely enhance the user’s experience within our Services. We also use cookies from third-parties for analytics purposes. Third-party cookies are covered by the third-party’s privacy policy.

Users can set their browsers or third-party software to reject cookies. The means by which you can refuse cookies through your web browser controls vary from browser-to-browser, so we recommend you visit your browser's help menu for more information. Please note that if a user rejects or disables certain cookies, the user may be unable to use portions of our Services. Some of the third-party websites we provide links to also may use cookies. We have no control over these linked websites or access to or control over cookies or other technology used by linked websites.

The following is a list of the cookies that may be used in some or all of the Services:

Type	Purpose
Essential	We use these strictly necessary cookies to provide you with services available through our Services and to use some of its features.
Preference	We use these cookies to remember your settings and preferences.

Security	We use these cookies to authenticate users and help identify and prevent security risks.
Performance	We use these cookies to collect information about how you interact with our Services and to help us improve them.

In addition, some of our Services use cookies provided by third-parties in order, for example, to improve our performance or services or to serve more relevant content to our users. Some examples of cookies we use within our Services are as follows:

Product	Type and Name	Purpose
Accel-5.com, Flipster App (Mobile), EBSCONET.com, DynaMed, DynaMed Plus	Analytics Cookie from Google Analytics	<p>A third-party cookie provided by Google, Inc. that collects aggregate statistical data about how visitors use the Websites (i.e., what pages users visit, how long they are on the Websites, how they got there and what they click on) so that we can improve the user experience and serve up the content our visitors find most useful. They do not collect or store Personal Information.</p> <p>You can find out more about Google’s privacy policy concerning its analytics service at Google privacy policy.</p> <p>Google also offers a tool that allows you to opt-out of being tracked by Google Analytics across all websites and can be found here.</p>
Flipster	Crashlytics from Google, Inc.	<p>A third-party cookie provided by Google, Inc. that collects aggregated crash data to guide product stability. They do not collect or store Personal Information. The information collected is covered by the Crashlytics privacy policy located here.</p>
EBSCONET.com	Analytics Cookie from Full Story	<p>A third-party cookie provided by FullStory, Inc. that tracks your use of the Websites in each session so that we can understand how our customers use the Websites and ultimately improve our design.</p> <p>The information collected is not accessed by Full Story and is subject to this Privacy Policy.</p>

Accel-5.com	Advertising Cookie from Google Adwords	<p>A third-party cookie provided by Google, Inc. that collects data about your activities within the Services to provide you targeted advertising, but does not personally or directly identify you.</p> <p>You can find out more about Google's privacy policy concerning its advertising features at Google privacy policy.</p> <p>You can opt out of being tracked by Google Analytics across all websites here. You can also opt out with Ad Settings or the NAI's consumer opt-out.</p>
EBSCO Discovery Service, EBSCOhost, Explora, Dynamic Health	Analytics Cookies from Cxense	<p>A third-party cookie provided by Cxense, Inc. that collects data about your activities within the Services and on www.cxense.com to provide you personalized content and services, but does not personally or directly identify you.</p> <p>You can find out more about Cxense's privacy policy concerning its personalization features at Cxense privacy policy.</p> <p>You can opt out of being tracked by Cxense across all websites here. You may also be able to opt out by setting your DNT header on your browser. For more info on setting your DNT header, please visit DNT header info.</p>

Web Beacons: EBSCO Information Services uses web beacons alone or in conjunction with cookies to compile information about users' usage of our Services and interaction with emails from EBSCO Information Services. Web beacons are clear electronic images that can recognize certain types of information on your computer, such as cookies, when you viewed a particular website tied to the web beacon, and a description of a website tied to the web beacon. As with cookies, you can use your browser or app settings to control web beacons.

C. How Do We Use the Information?

We use the Personal Information we collect for the limited purposes of processing your transactions, establishing the identity of account holders, customer service, authorization, customer support, content processing, content classification, and providing you with information concerning our Services. We will retain this information for as long as your account is active or as needed to provide you Services, comply with our legal obligations, resolve disputes, and enforce our agreements.

For example, our EBSCOhost Service employs a personalization feature that requires completion of a registration form before a user can use that feature. The personalization feature of EBSCOhost is a powerful tool that provides users with the means to create and save histories of searches they have conducted. We believe the personalization feature is a useful tool that will enhance the user's experience at the site, but it does require the user to provide Personal Information to us.

We use the non-Personal Information we collect to administer the Services, perform diagnostics, collect content-specific usage statistics, protect the Services and their content from inappropriate use, and improve the user's experience.

We may use the Personal Information and non-Personal Information we collect by sharing it with third-party agents, vendors, contractors, partners, or content providers of EBSCO Information Services (collectively, "Contractors") for purposes of managing purchases of our products and services, servicing our systems, and obtaining support services for our businesses. We are not in the business of selling Personal Information to third-parties or Contractors, and will share it with Contractors only as we describe in this Privacy Policy. In situations where we provide Personal Information to Contractors, we ensure access is granted to the Contractors only upon the condition that the Personal Information is kept confidential and is used only for carrying out the services these Contractors are performing for EBSCO Information Services. As part of making that determination whether we will provide Personal Information to Contractors, we will obtain assurances that they will appropriately safeguard Personal Information consistent with this Privacy Policy.

The Personal Information we collect from you may be transferred to, and processed in, countries other than the country in which you live. These countries may have data protection laws that are different to the laws of your country. Specifically, the servers we use to provide our Services are located in the United States. This means that when we collect your Personal Information, we may process it in the United States or the country where you live. However, when we process your Personal Information, irrelevant of its processing location, we take appropriate safeguards, as discussed below, to require that your Personal Information remains protected in accordance with this Privacy Policy.

We may share your usage data related to our Services with our affiliates for purposes of providing or improving our Services. We will not disclose any information about your usage data related to our Services to unaffiliated third-parties, except as necessary to enhance the product experience, service the legal agreement between us and your employer or affiliated institution under which you are provided access to our Services, to enforce the terms of use, to meet our contractual obligations to report aggregated usage data to content providers, or as required by law.

We also reserve the right to disclose your Personal Information if we are required to do so by law, or in the good faith belief that disclosure of the information is reasonably necessary to comply with legal process, and to the extent permitted by applicable local law, to respond to claims, or to protect or advance the rights, property, safety, or well-being of our company, our employees, customers, or the public.

We will not use your Personal Information for automated-decision making.

In the unlikely event that all or substantially all of the assets of EBSCO Information Services or any of its applicable subsidiaries are acquired, customer information, which may include Personal Information, may be one of the transferred assets unless restricted by applicable local law, in which case the acquiring entity will be subject to the same commitments for such customer information.

D. What is our legal basis for collecting and using your Personal Information? (EU and EEA Only)

Our legal basis for collecting and using the Personal Information described above will depend on the Personal Information concerned and the specific context in which we collect it.

However, we will normally collect Personal Information from you only (i) where we need the Personal Information to perform a contract with you or your organization, (ii) where the processing is in our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms, or (iii) where we have your consent to do so. In some cases, we may also have a legal obligation to collect Personal Information from you or may otherwise need the Personal Information to protect your vital interests or those of another person.

If we ask you to provide Personal Information to comply with a legal requirement or to perform a contract with your institution, we will make this clear at the relevant time and advise you whether the provision of your Personal Information is mandatory or not (as well as of the possible impact if you do not provide your Personal Information).

Similarly, if we collect and use your Personal Information in reliance on our legitimate interests (or those of any third party), we will make clear to you at the relevant time what those legitimate interests are.

If you have questions about or need further information concerning the legal basis on which we collect and use your Personal Information, please contact us using the contact information provided above.

E. How Do We Secure Personal Information?

EBSCO Information Services has taken appropriate technical and organizational measures to ensure that Personal Information we have collected or will collect in the future is secure. For example, we have limited the number of people who have access to Personal Information, by electronic security systems and password protections that guard against unauthorized access. As a reminder, EBSCO Information Services provides links to third-party websites. These websites may not have the same privacy policies as EBSCO Information Services. We take reasonable care in recommending these websites but we are not responsible for their content or privacy policies. We urge users to read the privacy statement of a third-party website when leaving our Services and linking to a third-party website.

We always use industry-standard technologies when transferring and receiving consumer data we receive. We have appropriate security measures in place in our physical facilities to protect against the loss, misuse or alteration of information that we have collected from you in connection with our Services.

F. How Can I Access, Correct, Amend or Remove Information About Me, etc.?

We want to assure you that you have access to your Personal Information that we collect and store. Upon request, we will provide you with information about whether we hold any of your personal information. You may contact us using the contact information stated above to exercise the following rights:

- Access your data to check and review them;
- Have a copy of your Personal Information;
- Demand that we supplement, correct or delete your Personal Information; or cease or restrict the collection, processing, use or disclosure of your Personal Information; the right of rectification will comprise the right to have incomplete Personal Information completed, including by means of providing a supplementary statement;
- Object to the processing of your Personal Information;
- Receive your Personal Information in a structured, commonly used and machine-readable format and have it transmitted to another controller; provided that the processing is based on your respective consent or to execute a contractual relationship or a relationship prior to entering into contract with you.; and
- Withdraw your consent where the Personal Information we collect from you is based on your consent.

We will respond to your request within thirty (30) days of receipt.

If you have granted consent, you can withdraw your consent at any time with future effect. Please address your withdrawal by contacting us in writing or by email at the contact information stated above.

If you are located in the EU or EEA, after May 25, 2018, you have the right to lodge a complaint with a supervisory authority in relation to the processing of your Personal Information.

G. What Choices Do I Have?

We understand that you may not want to allow our disclosure of your Personal Information to our Contractors, or to let us use that information for purposes that you believe may be incompatible with the purpose for which it originally was collected (as permitted by this Privacy Policy) or that you later may authorize. Therefore, you may contact us to inform us that you do not want to permit these uses of your Personal Information. To do so, please contact us using the contact information provided above.

It is important to us that the Personal Information we collect is appropriate and relevant to the purposes for which we intend to use it. We will use Personal Information only in ways that are compatible with the purposes for which it was collected or subsequently authorized by the person providing the information. EBSCO Information Services will take reasonable steps to ensure that Personal Information is relevant to its intended use, accurate, complete, and current.

You may sign-up to receive email newsletters or other marketing materials from us. If you would like to discontinue receiving this information, you may immediately update your email preferences free of cost by using the “Unsubscribe” link found in emails we send to you or at your account settings on our website or by contacting us at privacy@ebSCO.com.

H. Collection and Use of Information from Children: Information for Parents

Most of our Services are not directed toward children. For our Services that are designed to be used by children under Age 16, we comply with the provisions of the Children's On-Line Privacy Protection Act("COPPA") and other applicable laws. If a user under Age 16 wants to use our personalization features, we ask the user to register with their first name (Not considered personal information by the US Federal Trade Commission) and a random, user-generated, unique identifier only.

If you are a parent and have questions about our practices, please feel free to contact us using the contact information listed above.

I. How Long Do We Retain This Information?

We retain Personal Information we collect from you where we have an ongoing legitimate business interest or other legal need to do so (for example, to provide you with a service you have requested or to comply with applicable legal, tax or accounting requirements).

When we have no further legitimate business interest or legal need to process your Personal Information, we will either delete or anonymize it or, if this is not possible (for example, because your Personal Information has been stored in backup archives), then we will securely store your Personal Information and isolate it from any further processing until deletion is possible.

J. What Are My Rights?

Upon request, EBSCO Information Services will tell you if we process any of your Personal Information. Depending on your country of residency, you may have legal rights with respect to your Personal Information. As such, if you would like to manage, change, limit, or delete your Personal Information, you can do so via the account settings or by contacting us using the information provided above. We will respond to your request within a reasonable timeframe.

If we process your Personal Information based on our legitimate interests, you can object to this processing in certain circumstances. In such cases, we will cease processing your Personal Information unless we have compelling legitimate grounds to continue processing or where it is needed for compliance and/or legal reasons. Where we use your Personal Information for direct marketing purposes, you can always object or opt out by using the unsubscribe link in such communications or by contacting EBSCO Information Services using the above contact information.

EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield

EBSCO Industries, Inc. and its subsidiaries EBSCO International, Inc., EBSCO Publishing, Inc. dba EBSCO Information Services, DynaMed, LLC, Plastic Research and Development Corporation dba PRADCO Outdoor Brands, Summit Treestands, LLC, Luxor Workspaces, LLC, and Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO (collectively, the “EBSCO Covered Entities”) comply with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework (collectively, “Privacy Shield”) as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Information transferred from the European Union, the European Economic Area (EEA), or Switzerland to the United States in reliance on Privacy Shield. The EBSCO Covered Entities have certified to the Department of Commerce that they adhere to the Privacy Shield Principles with respect to such Personal Information. If there is any conflict between the terms in this Privacy Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield Frameworks and to view our certification, visit the U.S. Department of Commerce’s Privacy Shield List at <https://www.privacyshield.gov/list>.

This Privacy Policy describes the types of Personal Information we collect, the types of third parties to which we disclose this information, and the purposes for which we do so. Residents of the EU, EEA, and Switzerland have the right to access the Personal Information that the EBSCO Covered Entities maintain, and in some cases, may have the right to correct or amend Personal Information that is inaccurate or has been processed in violation of the Privacy Shield Principles, to the extent allowed by law. To exercise this right, contact us at privacy@ebSCO.com.

The EBSCO Covered Entities remain liable if they transfer Personal Information to third parties who process this Personal Information in a manner inconsistent with the Privacy Shield Principles.

With respect to Personal Information received or transferred pursuant to the Privacy Shield Frameworks, the EBSCO Covered Entities are subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, the EBSCO Covered Entities may be required to disclose Personal Information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

In compliance with the Privacy Shield Principles, the EBSCO Covered Entities commit to resolve complaints about their collection or use of your Personal Information. EU, EEA, and Swiss individuals with inquiries or complaints may contact the EBSCO Covered Entities by mail at 5724 Highway 280 E, Birmingham, AL 35242 USA, Attn: Data Privacy Officer or by email at privacy@ebSCO.com. The EBSCO Covered Entities have further committed to refer unresolved Privacy Shield complaints to an alternative dispute resolution provider located in the U.S. If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third-party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>.

Under certain conditions, more fully described on the Privacy Shield website at <https://www.privacyshield.gov/article?id=How-to-Submit-a-Complaint>, you may be entitled to invoke binding arbitration when other dispute resolution procedures have been exhausted.

Questions

If you have any questions, comments, or concerns regarding this Privacy Policy or our practices, please use the contact information found at that page or listed above.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third-party dispute resolution provider (free of charge) at [<https://feedback-form.truste.com/watchdog/request>].

Changes to Privacy Policy

We will notify you of changes to this Privacy Policy by posting an updated policy on this page. You acknowledge that any use of our Services is based on this Privacy Policy, current at the time of use. If we make any material changes, we will notify you by email notification or a notice via the Services (such as a banner or pop-up) prior to the changes becoming effective and provide you with the ability to consent to these changes (such as an "I agree" or "OK" button, or a prominent statement indicating the changes are in effect and continued use of the Services signifies consent). We encourage you to periodically review this page for the latest information on our privacy practices.

Miscellaneous

Do Not Track Signals: EBSCO Information Services does not recognize automated browser signals regarding tracking mechanisms, which may include ‘do not track’ instructions.

Data Protection Representatives -

<i>EBSCO Data Protection Representative</i>	<i>Country of Business Registration</i>
EBSCO International, Inc.	United Kingdom and Sweden

EBSCO Information Services SAS	France
EBSCO GmbH	Austria
EBSCO Information Services GmbH	Germany
EBSCO Information Services B.V.	Netherlands
EBSCO Information Services S.r.l.	Italy
EBSCO Subscription Services Espana S.L.U.	Spain
EBSCO Information Services s.r.o.	Czech Republic
EBSCO Sp. z.o.o	Poland

EIS WEBSITE PRIVACY POLICY

LAST UPDATED: May 8, 2019

EBSCO Information Services Division of EBSCO Industries, Inc. and its applicable subsidiaries*, EBSCO Publishing, Inc. and its subsidiaries, EBSCO International, Inc. and its applicable subsidiaries, DynaMed, LLC and Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO (collectively “EBSCO” or “we”), respect your privacy and are committed to protecting it through our compliance with this Privacy Policy.

EBSCO Information Services wants you to have a positive experience at the websites we operate. We want you to know that we respect the privacy and security of our users. Our goal is to provide you with an experience that delivers the information, resources and services that are helpful to you. In order to achieve this goal, we may collect information from you. We discuss our information collection practices below. This Privacy Policy sets forth the privacy principles we follow, in accordance with our operations.

This Privacy Policy sets forth the privacy practices in effect at EBSCO Information Service’s websites, including our Careers Site <https://www.ebsco.com/careers> (the “Websites”) and information gathered when you initiate requests for information regarding our products or services.. The Websites do not include those sites which host our products, services and applications, which are governed by their own privacy policies. If you do not agree to these terms, do not access these Websites.

For any questions on this Privacy Policy or our data practices, or to send in a data subject access request, you can contact us using one of the following methods:

1. *Via Web*: Please click [here](#) (This hyperlink will redirect to our privacy management platform provided by our vendor, OneTrust, Inc.)
2. *Via Mail*: EBSCO Industries, Inc.
5724 Highway 280 E

Birmingham, AL 35242, USA
Attn: Data Privacy Officer, Legal Department

3. *Via Email:* privacy@ebSCO.com

*For a list of Data Protection Representatives see the table at the end of this Privacy Policy.

What Information Is Collected and How is it Used?

[Information about Children's Areas at Section H of this Policy]

A. What Information Do We Collect?

1. Information that identifies you as an individual or relates to an identifiable individual, including: name, title, company name, job function, expertise, postal address, telephone number, email address, credit card information, geolocation, certain device information, and IP address. In addition, our Careers Site collects the following Personal Information that you provide us in the job application process: employment history; resume or CV; education history; and sensitive and/or demographic information such as gender, information about your citizenship and/or nationality, medical or health information and/or your racial or ethnic origin. If you submit any Personal Information relating to other people to us or to our service providers, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Policy.

2. Information that does not directly reveal your identity or does not directly relate to an identifiable individual. This might include This might include a unique identifier (unconnected to your username or IP address) and related analytics and usage information that we use to track usage of our Website, track trends in our Website, administer the Website, and improve our users' experience.

B. How Do We Collect the Information?

We only collect and use Personal Information when you voluntarily provide it to us, with the exception of your geolocation and IP address which may be automatically captured when you access our Websites. In order to use some portions of our Websites, a user must first complete a registration form or provide an e-mail address that will require disclosure of Personal Information. In addition, in order to apply for employment with EBSCO Information Services, you will have to disclose Personal Information regarding your identity and employment history. Such disclosure is strictly voluntary. In order to contact us by e-mail, however, you must provide an e-mail address.

Under limited circumstances, we also collect limited business contact information from legitimate third parties. This helps us to update or expand our records. If you provide us personal information about others, or if others give us your information, we will only use that information for the specific reason for which it was provided to us. Examples of the types of personal information that may be obtained from public sources or purchased from third parties and combined with information we already have about you, may include name, email address, job title, and, company/institution affiliation**Cookies:** We may place a "cookie" or other tracking or information gathering device used in the industry in the browser files of a user's computer. A cookie is a piece of data stored on the user's hard drive containing information about the user. We use cookies to collect information about your use of our Websites, which enable us to track and target the interests of our users to enhance the experience on our Websites. We also use cookies from third parties for marketing purposes (such as interest-based online advertising) that allow us to display EBSCO Information Services promotional material to you on other sites you visit across the internet partners based on your visit to our Websites (e.g. Remarketing with Google Analytics, Google Display Network Impression Reporting, and Google Analytics Demographics and Interest Reporting). Third-party cookies are covered by the third-party's privacy policy.

Users can set their browsers or third party software to reject cookies. The means by which you can refuse cookies through your web browser controls vary from browser-to-browser, so we recommend you visit your browser's help menu for more information. Please note that if a user rejects or disables certain cookies, the user may be unable to use portions of our Website. Some of the third-party websites we provide links to also may use cookies. We have no control over these linked Websites or access to or control over cookies or other technology used by linked websites.

The following is a list of the cookies that may be used in some or all of the Services:

Type	Purpose
Essential	We use these strictly necessary cookies to provide you with services available through our Services and to use some of its features.
Preference	We use these cookies to remember your settings and preferences.
Security	We use these cookies to authenticate users and help identify and prevent security risks.
Performance	We use these cookies to collect information about how you interact with our Services and to help us improve them.

In addition, some of our Websites use cookies provided by third-parties in order, for example, to improve our performance or services. Some examples of cookies we use within our Websites are as follows:

Type	Name	Purpose
Analytics Cookie	AppleSauce	Works with EIS Cookie to track users across our domains (cross domain tracking)
Analytics Cookie	Google Analytics	<p>A third-party cookie provided by Google, Inc. that collects aggregate statistical data about how visitors use the Websites (i.e., what pages users visit, how long they are on the Websites, how they got there and what they click on) so that we can improve the user experience and serve up the content our visitors find most useful. They do not collect or store Personal Information. You can find out more about Google’s privacy policy concerning its analytics service at Google privacy policy.</p> <p>Google also offers a tool that allows you to opt-out of being tracked by Google Analytics across all websites and can be found here.</p>
Analytics Cookie	Marketing automation webtracking cookie (Munchkin)	A third-party cookie provided by Marketo Inc. that recognizes you as a unique user when you return to our Websites, and to track various data related to your website usage in order to provide custom content or services related to your specific interests. The Marketo

		<p>Munchkin cookie collects information about your computer and your visits to our marketing web pages such as your IP address, geographical location, browser type, referral source, length of visit and pages viewed.</p> <p>The cookies placed by the Marketo server are readable only by Marketo. For more information on Marketo cookies and what they are used for, visit Marketo’s Cookie policy page and privacy page for more information.</p>
Advertising Cookie	DoubleClick by Google (Ad Platform)	<p>A third-party cookie provided by Google, Inc. that collects data about your activities on EBSCO Websites and other websites to provide you targeted advertising, but does not personally or directly identify you. This information may be used in combination with the data collected through the other cookies listed above.</p> <p>You can find out more about Google’s privacy policy concerning its advertising features at Google privacy policy.</p> <p>You can opt-out of being tracked by Google Analytics across all websites here. You can also opt out with Ad Settings or the NAI’s consumer opt-out.</p>

EBSCO Information Services’ Websites may use social media features, such as the Facebook ‘like’ button (“Social Media Features”). These features may collect your IP address and which page you are visiting on our Websites, and may set a cookie to enable the feature to function properly. You may be given the option by such Social Media Features to post information about your activities on our Websites to a profile page of yours that is provided by a third party Social Media network in order to share with others within your network. Social Media Features are either hosted by a third party or hosted directly on the Websites. Your interactions with these features are governed by the privacy policy of the company providing the relevant Social Media Features.

Web Beacons: EBSCO Information Services uses web beacons alone or in conjunction with cookies to compile information about customers’ and visitors’ usage of our Websites and interaction with emails from EBSCO Information Services . Web beacons are clear electronic images that can recognize certain types of information on your computer, such as cookies, when you viewed a particular website tied to the web beacon, and a description of a website tied to the web beacon. As with cookies, you can use your browser or app settings to control web beacons.

C. How Do We Use the Information?

We will use the Personal Information we collect for limited internal purposes that may include, but are not limited to, processing your transactions, establishing the identity of account holders, customer service, development, content processing, content classification, assessing your qualifications for employment, verifying your employment application, and providing you with information concerning our products and services. We will retain this information. We also may use that Personal Information to improve and customize our content.

We may use the Personal Information and non-Personal Information we collect by sharing it with third party agents, vendors, contractors, partners, or content providers of EBSCO Information Services(collectively, "Contractors") for purposes of managing purchases of our products and services, servicing our systems, and obtaining support services for our businesses. We are not in the business of selling Personal Information to third parties or Contractors, and will share it with Contractors only as we describe in this Privacy Policy. In situations where we provide Personal Information to

Contractors, we ensure access is granted to the Contractors only upon the condition that the Personal Information is kept confidential and is used only for carrying out the services these Contractors are performing for EBSCO Information Services. As part of making that determination whether we will provide Personal Information to Contractors, we will obtain assurances that they will appropriately safeguard Personal Information consistent with this Privacy Policy.

The Personal Information we collect from you may be transferred to, and processed in, countries other than the country in which you live. These countries may have data protection laws that are different to the laws of your country. Specifically, the servers we use to provide our Services are located in the United States. This means that when we collect your Personal Information, we may process it in the United States or the country where you live. However, when we process your Personal Information, irrelevant of its processing location, we take appropriate safeguards, as discussed below, to require that your Personal Information remains protected in accordance with this Privacy Policy.

We may share your usage data related to our Services with our affiliates for purposes of providing or improving our Services. We will not disclose any information about your usage data related to our Services to unaffiliated third-parties, except as necessary to enhance the product experience, service the legal agreement between us and your employer or affiliated institution under which you are provided access to our Services, to enforce the terms of use, to meet our contractual obligations to report aggregated usage data to content providers, or as required by law.

We also reserve the right to disclose your Personal Information if we are required to do so by law, or in the good faith belief that disclosure of the information is reasonably necessary to comply with legal process, to respond to claims, or to protect or advance the rights, property, safety, or well-being of our company, our employees, customers, or the public.

We will not use your Personal Information for automated-decision making.

In the unlikely event that all or substantially all of the assets of EBSCO Information Services are acquired, customer information, which may include Personal Information, may be one of the transferred assets unless restricted by applicable local law, in which case the acquiring entity will be subject to the same commitments for such customer information.

D. What is our legal basis for collecting and using your Personal Information? (EU and EEA Only)

Our legal basis for collecting and using the Personal Information described above will depend on the Personal Information concerned and the specific context in which we collect it.

However, we will normally collect Personal Information from you only (i) where we need the Personal Information to perform a contract with you or your organization, (ii) where the processing is in our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms, or (iii) where we have your consent to do so. In some cases, we may also have a legal obligation to collect Personal Information from you or may otherwise need the Personal Information to protect your vital interests or those of another person.

If we ask you to provide Personal Information to comply with a legal requirement or to perform a contract with your institution, we will make this clear at the relevant time and advise you whether the provision of your Personal Information is mandatory or not (as well as of the possible impact if you do not provide your Personal Information).

Similarly, if we collect and use your Personal Information in reliance on our legitimate interests (or those of any third party), we will make clear to you at the relevant time what those legitimate interests are.

If you have questions about or need further information concerning the legal basis on which we collect and use your Personal Information, please contact us using the contact information provided above.

E. How Do We Secure Personal Information?

EBSCO Information Services has taken appropriate technical and organizational measures to ensure that Personal Information we have collected or will collect in the future is secure. For example, we have limited the number of people who have access to Personal Information, by electronic security systems and password protections that guard against

unauthorized access. As a reminder, EBSCO Information Services provides links to third-party websites. These websites may not have the same privacy policies as EBSCO Information Services. We take reasonable care in recommending these websites but we are not responsible for their content or privacy policies. We urge users to read the privacy statement of a third-party website when leaving our Websites and linking to a third-party website.

We always use industry-standard technologies when transferring and receiving consumer data we receive. We have appropriate security measures in place in our physical facilities to protect against the loss, misuse or alteration of information that we have collected from you under this Privacy Policy.

F. How Can I Access, Correct, Amend or Remove Information About Me, etc.?

We want to assure you that you have access to your Personal Information that we collect and store. Upon request, we will provide you with information about whether we hold any of your Personal Information. You may contact us using the contact information stated above to exercise the following rights:

- Access your data to check and review them;
- Have a copy of your Personal Information;
- Demand that we supplement, correct or delete your Personal Information; or cease or restrict the collection, processing, use or disclosure of your Personal Information; the right of rectification will comprise the right to have incomplete Personal Information completed, including by means of providing a supplementary statement;
- Object to the processing of your Personal Information;
- Receive your Personal Information in a structured, commonly used and machine-readable format and have it transmitted to another controller; provided that the processing is based on your respective consent or to execute a contractual relationship or a relationship prior to entering into contract with you; and
- Withdraw your consent where the Personal Information we collect from you is based on your consent.

We will respond to your request within thirty (30) days of receipt.

If you have granted consent, you can withdraw your consent at any time with future effect. Please address your withdrawal by contacting us using the contact information stated above.

If you are located in the EU or EEA after May 25, 2018, you have the right to lodge a complaint with a supervisory authority in relation to the processing of your Personal Information.

G. What Choices Do I Have?

We understand that you may not want to allow our disclosure of your Personal Information to our Contractors, or to let us use that information for purposes that you believe may be incompatible with the purpose for which it originally was collected (as permitted by this Privacy Policy) or that you later may authorize. Therefore, you may contact us to inform us that you do not want to permit these uses of your Personal Information. To do so, please contact us using the contact information provided above.

It is important to us that the Personal Information we collect is appropriate and relevant to the purposes for which we intend to use it. We will use Personal Information only in ways that are compatible with the purposes for which it was collected or subsequently authorized by the person providing the information. EBSCO Information Services will take reasonable steps to ensure that personal information is relevant to its intended use, accurate, complete, and current.

You may sign-up to receive email newsletters or other marketing materials from us. If you would like to discontinue receiving this information, you may immediately update your email preferences free of cost by using the “Unsubscribe” link found in emails we send to you or at your account settings on our Websites or by contacting us at privacy@ebSCO.com.

H. Collection and Use of Information from Children

Our Websites are not intended for children under 16 years of age. No one under age 16 may provide any personal

information to or on the Websites. We do not knowingly collect Personal Information from children under 16. If you are under 16, do not use or provide any information on this Website or on or through any of its features. If we learn we have collected or received Personal Information from a child under 16 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 16, please contact us using the information listed above.

If you are a parent and have questions about our practices, please feel free to contact us using the contact information listed above.

I. How Long Do We Retain This Information?

We retain Personal Information we collect from you where we have an ongoing legitimate business interest or other legal need to do so (for example, to provide you with a service you have requested or to comply with applicable legal, tax or accounting requirements).

When we have no further legitimate business interest or legal need to process your Personal Information, we will either delete or anonymize it or, if this is not possible (for example, because your Personal Information has been stored in backup archives), then we will securely store your Personal Information and isolate it from any further processing until deletion is possible.

J. What Are My Rights?

Upon request, EBSCO Information Services will tell you if we process any of your Personal Information. Depending on your country of residency, you may have legal rights with respect to your Personal Information. As such, if you would like to manage, change, limit, or delete your Personal Information, you can do so via the account settings or by contacting us using the information provided above. We will respond to your request within a reasonable timeframe.

If we process your Personal Information based on our legitimate interests, you can object to this processing in certain circumstances. In such cases, we will cease processing your Personal Information unless we have compelling legitimate grounds to continue processing or where it is needed for compliance and/or legal reasons. Where we use your Personal Information for direct marketing purposes, you can always object or opt out by using the unsubscribe link in such communications or by contacting EBSCO Information Services using the above contact information.

EU- U.S. Privacy Shield and Swiss-U.S. Privacy Shield

EBSCO Industries, Inc. and its subsidiaries EBSCO International, Inc., EBSCO Publishing, Inc. dba EBSCO Information Services, DynaMed, LLC, Plastic Research and Development Corporation dba PRADCO Outdoor Brands, Summit Treestands, LLC, Luxor Workspaces, LLC, and Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO (collectively, the “EBSCO Covered Entities”) comply with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework (collectively, “Privacy Shield”) as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Information transferred from the European Union, the European Economic Area (EEA), or Switzerland to the United States in reliance on Privacy Shield. The EBSCO Covered Entities have certified to the Department of Commerce that they adhere to the Privacy Shield Principles with respect to such Personal Information. If there is any conflict between the terms in this Privacy Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield Frameworks and to view our certification, visit the U.S. Department of Commerce’s Privacy Shield List at <https://www.privacyshield.gov/list>.

This Privacy Policy describes the types of Personal Information we collect, the types of third parties to which we disclose this information, and the purposes for which we do so. Residents of the EU, EEA, and Switzerland have the right to access the Personal Information that the EBSCO Covered Entities maintain, and in some cases, may have the right to correct or amend Personal Information that is inaccurate or has been processed in violation of the Privacy Shield Principles, to the extent allowed by law. To exercise this right, contact us at privacy@ebSCO.com.

The EBSCO Covered Entities remain liable if they transfer Personal Information to third parties who process this

Personal Information in a manner inconsistent with the Privacy Shield Principles.

With respect to Personal Information received or transferred pursuant to the Privacy Shield Frameworks, the EBSCO Covered Entities are subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, the EBSCO Covered Entities may be required to disclose Personal Information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

In compliance with the Privacy Shield Principles, the EBSCO Covered Entities commit to resolve complaints about their collection or use of your Personal Information. EU, EEA, and Swiss individuals with inquiries or complaints may contact the EBSCO Covered Entities by mail at 5724 Highway 280 E, Birmingham, AL 35242 USA, Attn: Data Privacy Officer or by email at privacy@ebSCO.com. The EBSCO Covered Entities have further committed to refer unresolved Privacy Shield complaints to an alternative dispute resolution provider located in the U.S. If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third-party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>.

Under certain conditions, more fully described on the Privacy Shield website at <https://www.privacyshield.gov/article?id=How-to-Submit-a-Complaint>, you may be entitled to invoke binding arbitration when other dispute resolution procedures have been exhausted.

Questions

If you have any questions, comments, or concerns regarding this Privacy Policy or our practices, please contact us using the contact information listed above.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>.

Changes to Privacy Policy

We will notify you of changes to this Privacy Policy by posting an updated policy on this page. You agree that continued use of the Websites is an acknowledgment and consent to any terms contained in this Privacy Policy, current at the time of use. If we make any material changes, we will notify you by means of a notice on this Website (such as a banner or pop-up) prior to the changes becoming effective and provide you with the ability to consent to these changes (such as an "I agree" or "OK" button, or a prominent statement indicating the changes are in effect and continued use of the Services signifies consent). We encourage you to periodically review this page for the latest information on our privacy practices.

Miscellaneous

This Privacy Policy does not apply to information collected by LearningExpress, LLC. To learn more about the information practices of LearningExpress, LLC, please visit its website, www.learningexpresshub.com.

Do Not Track Signals: EBSCO does not recognize automated browser signals regarding tracking mechanisms, which may include ‘do not track’ instructions.

Data Protection Representatives -

<i>EBSCO Data Protection Representative</i>	<i>Country of Business Registration</i>
EBSCO International, Inc.	United Kingdom and Sweden

EBSCO Information Services SAS	France
EBSCO GmbH	Austria
EBSCO Information Services GmbH	Germany
EBSCO Information Services B.V.	Netherlands
EBSCO Information Services S.r.l.	Italy
EBSCO Subscription Services Espana S.L.U.	Spain
EBSCO Information Services s.r.o.	Czech Republic
EBSCO Sp. z.o.o.	Poland