

TSX Inc.
COPPUL Consortium Addendum
to
TSX-CFMRC Subscription Agreement

This addendum is entered into this _____ day of _____, 2021 ___ by and between TSX Inc. ("TSX") and **the Council of Prairie and Pacific University Libraries (COPPUL) Consortium**, as hereinafter defined, in order to modify the TSX-CFMRC Subscription Agreement (the "Agreement") made as of the date hereof between the parties hereto. Capitalized terms used herein without definition shall have the meaning assigned thereto in the Agreement.

For purposes of the Agreement:

1. "Subscriber" shall refer to the academic institutions participating in the **The Council of Prairie and Pacific University Libraries (COPPUL) Consortium** (the "Consortium"), as listed below:
 - **Simon Fraser University**
 - **University of Alberta**
 - **University of British Columbia**
 - **University of Manitoba**
 - **University of Regina**
 - **University of Saskatchewan**

Academic institutions may be added to the Consortium with the prior written consent of TSX and payment of the applicable fees.

2. The last two sentences of Section 2(e) of the Agreement are replaced in their entirety with the following:

The Subscriber will use its best efforts to ensure that its computer system(s) do not permit public or third party access to the Database, including without limitation through the INTERNET. Subscriber will use its best efforts to restrict access to the Database and Software solely to employees, officers, directors and, where applicable, students and faculty of the Subscriber.
3. Section 2(g) of the Agreement is replaced in its entirety with the following:

If Subscriber has subscribed for a Network License, Subscriber may put the Database on a local area network, provided that Subscriber uses its best efforts to prevent public or third party access. Subscriber will use its best efforts to restrict access to the Database and Software solely to employees, officers, directors and, where applicable, students and faculty of the Subscriber.
4. Sponsor shall be liable for all obligations of the Consortium pursuant to the Agreement and this addendum, and shall ensure that all institutions participating in the Consortium comply with the terms of the Agreement. The Consortium shall indemnify and hold

harmless TSX, its third-party suppliers and their officers, directors and employees with respect to all costs, claims and liabilities (including reasonable legal fees) arising from or related to: (i) any breach of the provisions of the Agreement by any institution participating in the Consortium; and (ii) unauthorized third-party access to the Database and/or Software.

5. TSX will provide each institution participating in the Consortium with one (1) copy of the Software.

IN WITNESS WHEREOF the parties have executed this addendum on the date first set forth above.

Accepted by:

TSX INC. **Council of Prairie and Pacific University Libraries (COPPUL)**

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____

Title: _____

Date: _____

Date: _____