

SCHEDULE 4
WorldShare® License Manager

Section 1 Description

WorldShare License Manager stores, shares and manages licenses in a central system, which enables a searchable repository for an Institution's electronic resource licenses.

Section 2 Definitions

- 2.1 "E-Resource Management"** means Institution's internal use of Rights Information for purposes of ascertaining the rights, obligations, terms and conditions that apply to the electronic resources in Institution's collections.
- 2.2 "Institution Rights Information"** means Rights Information that Institution contributes to the License Manager Service.
- 2.3 "Rights Information"** means information accessible through the License Manager Service regarding electronic resources (including, without limitation, usage rights and restrictions and other applicable license terms and conditions).
- 2.4** All capitalized terms not defined herein shall have the same meaning ascribed to them in the Framework Agreement.

Section 3 Terms of Use

- 3.1 License.** Subject to the terms of this Schedule, OCLC grants Institution a nonexclusive, nontransferable right and license to use the License Manager Service solely for E-Resource Management. Institution shall not (i) distribute, display or disclose Rights Information except to the extent reasonably necessary for E-Resource Management; or (ii) use or make the License Manager Service available to third-parties other than those individuals making use of the electronic resources in Institution's collections.
- 3.2 Rights Information.** The License Manager Service affords Institution the opportunity to contribute Rights Information for use by other users of the License Manager Service. Institution Rights Information is permanently contributed to the License Manager Service for use by OCLC and others in accordance with this Schedule. OCLC does not regularly review Institution Rights Information; however, OCLC reserves the right to remove, without liability, Institution Rights Information reasonably determined by OCLC to be inaccurate, misleading, out-of-date or incomplete, in violation of the terms of this Schedule or the Agreement.
- 3.3 Unauthorized Use.** In the event of unauthorized use of electronic resources as a result of inaccurate, misleading, out-of-date or defective Institution Rights Information (other than such defects caused by OCLC or its affiliates), Institution shall be responsible for paying the relevant publisher or provider the applicable fees due as a result of such unauthorized use.
- 3.4 NO VERIFICATION.** RIGHTS INFORMATION ACCESSIBLE THROUGH THE LICENSE MANAGER SERVICE IS SUPPLIED BY LIBRARIES USING THE LICENSE MANAGER SERVICE AND OTHER THIRD-PARTY SUPPLIERS. OCLC HAS NOT AND IS NOT OBLIGATED TO VERIFY RIGHTS INFORMATION.
- 3.5 DOES NOT CONSTITUTE LEGAL ADVICE.** INSTITUTION ACKNOWLEDGES THAT NEITHER RIGHTS INFORMATION NOR THE LICENSE MANAGER SERVICE ARE TO BE REGARDED AS LEGAL ADVICE OF ANY TYPE OR AS RESULTING IN THE FORMATION OF ANY ATTORNEY/CLIENT RELATIONSHIP OR PRIVILEGE BETWEEN INSTITUTION OR ANY INSTITUTION STAFF MEMBER OR PATRON AND OCLC.

Section 4 Service Level Agreement

- 4.1 Scope.** This Service Level Agreement sets forth the service level and performance objectives of OCLC in providing the Hosted Services (as listed in Section 2 of this SLA) to Institution (the "Systems"). OCLC will use commercially reasonable efforts to meet the following service level and performance objectives to support the operation of the Systems.
- 4.2 Uptime Commitment**
- a) **Availability.** OCLC will use commercially reasonable efforts to ensure that the Systems are available 99.5% of the time (the "Uptime Commitment"). Availability will be measured as follows:
- (1) Availability = (T-D)/(T) * 100%; where
 - (2) T = the total number of minutes in the respective month, and
 - (3) D = the total number of minutes of downtime in the month excluding planned outages for scheduled maintenance, telecommunications or power disruptions caused by third parties, any other causes beyond OCLC's reasonable control, and excluding other times described herein.

- b) **Notice Required.** OCLC will notify Institution promptly of any factor, occurrence, or event coming to its attention likely to affect OCLC's ability to meet the Uptime Commitment, or that is likely to cause any material interruption or disruption in the Systems.
- c) **Scheduled Maintenance.** Scheduled maintenance may occur any Sunday during a 4-hour window and may occasionally be extended. Notice of scheduled maintenance shall occur 3 days prior to scheduled downtime. In the event planned emergency maintenance is required, OCLC will make commercially reasonable efforts to notify Institution in advance.

4.3 Systems Management

- a) **Monitoring.** OCLC will monitor and maintain the Systems in working order each day (24 x 7). OCLC will proactively manage and monitor all application server hardware devices and software to ensure optimal performance and reliability as well as to detect abnormal events or exceeded utilization or performance thresholds.
- b) **Maintenance.** OCLC will operate, monitor, and administer all servers, applications, and networks supporting the Systems. In order to provide such coverage, OCLC may utilize a mixture of on-site and on-call support staff, automated server monitoring, and automated paging technology.
- c) **Change Control.** OCLC will install new equipment, software, releases, upgrades, fixes, patches, and other items necessary to maintain the Systems to industry standards. OCLC will proactively gather information from appropriate server, peripheral, operating system, or database vendors regarding upgrades, defect patches, or fixes.