

SCHEDULE 7
EZproxy®

Section 1 Description

OCLC® EZproxy access and authentication software allows an Institution to deliver secure Web access to e-content simply and effectively. EZproxy facilitates a single sign-on to e-content using existing library-issued credentials, such as a library card number and PIN or username and password.

Section 2 Definitions

All capitalized terms not defined herein shall have the same meaning ascribed to them in the Framework Agreement.

Section 3 Maintenance and Support Services.

- 3.1 OCLC Responsibilities.** OCLC will provide maintenance and support services as part of the EZproxy subscription.
- 3.2 Institution Responsibilities.** Institution or the lead institution purchasing on behalf of a group shall designate a support contact to oversee and coordinate its use of the Product who is knowledgeable about the Product and the hardware on which it is installed and running. Additional support contacts may be designated at \$500 per year, per each added support contact.
- 3.3 Limitations.** Unless otherwise agreed upon in writing by OCLC, maintenance and support services will not include the following:
- a) On-site services;
 - b) Support outside of normal business hours;
 - c) Electrical, mechanical, or other work involving Institution's hardware, accessories, or other devices associated with the use of the Product;
 - d) Any maintenance or support involving Institution's hardware or telecommunications network, or third-party software;
 - e) Maintenance and support services to parties other than Institution;
 - f) Unauthorized use, alteration, or modification of the Product; or

Section 4 Configuration of EZproxy.

- 4.1 OCLC maintained EZproxy Instance.** Institution may submit active configuration requests to OCLC and OCLC reserves the right in its sole discretion to approve such configurations.
- 4.2 Institution maintained EZproxy Instance.** Institution may attempt to configure resources ("Self-Configuration") and submit to OCLC for review and approval. OCLC reserves the right to modify Institution's Self-Configuration in case the changes threaten the security of the server excessive consumption of resources.
- 4.3 General.** As necessary to provide access to the Institution's content, OCLC will: (a) install and support the Systems, (b) provide access to the Product, and (c) secure and maintain connectivity with third-party telecommunication providers. As part of the initial configuration for the Product, OCLC may provide up to 10 hours of configuration services. If additional hours are required, OCLC will separately bill Institution at its standard consulting rate.
- 4.4 Analytics Suite.** EZProxy Analytics is an optional turnkey service that provides advanced analytics capabilities to users of EZproxy for an additional subscription fee. It extracts, enriches, and transforms complex data across all content platform subscriptions into simple visual dashboards, making it easy to better understand and communicate e-resource return on investment. Institution may purchase EZProxy Analytics to support the EZproxy service, with further pricing and subscription details to be listed on the Order Form.
- 4.5 Host Names and IP Addresses.** OCLC will assign host names and IP addresses to Institution as part of the services which will remain the property of OCLC.
- 4.6 Exceeding Limitations.** If Institution uses any bandwidth, storage or other services in excess, OCLC may, in its sole discretion, assess Institution with additional charges, suspend the performance of the services, or terminate this Schedule. In the event that OCLC elects to take any such action, Institution will not be entitled to a refund of any unused pre-paid fees.

4.7 **Security Identifier.** At Institution's election, and upon enablement by the Institution's EZproxy administrator, OCLC will create a Security Identifier, consisting of an alphanumeric string of characters that will pseudonymously identify each individual patron that uses the Product, and OCLC will attach it to each request made by that patron through the Product to an authorized content provider. A new, unique Security Identifier will be created by OCLC for each individual patron on the first of each calendar month, and the previous month's Security Identifier will be permanently deleted by OCLC after two (2) calendar months. OCLC and the authorized content provider will only use the Security Identifier for the purpose of identifying potential compromised usage. Institution may deactivate the Security Identifier at any time through the Product's control features.

Section 5 Additional Included Licenses and Pass-Through Terms.

5.1 This product includes GeoLite data created by MaxMind, available from <http://www.maxmind.com>. Institution agrees to the following:

- a) Institution is granted only a personal, nontransferable, and nonexclusive right to use the GeoLite2 Database for its internal purposes only.
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- c) MaxMind shall not be liable to Institution for any indirect, consequential, incidental or special damages arising out of the use or license of the GeoLite2 Databases, regardless of the theory of liability (including negligence and strict liability).

5.2 Portions derived from the RSA Data Security, Inc. MD5 Message-Digest Algorithm, Copyright (C) 1991-2, RSA Data Security, Inc.

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This product includes cryptographic software written by Eric Young (ey@cryptsoft.com). This product includes software written by Tim Hudson (tjh@cryptsoft.com).

Original SSLey License

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This package is an SSL implementation written by Eric Young (ey@cryptsoft.com). The implementation was written so as to conform with Netscapes SSL.

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Section 6 Service Level Agreement

6.1 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.

6.2 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.

6.3 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.