

SCHEDULE 3

WorldCat® Discovery Services

Section 1. Description	第一節 說明
WorldCat Discovery Services is a suite of cloud-based applications that enable people to search WorldCat and discover more than 2 billion electronic, digital and physical holdings in a single search.	WorldCat Discovery Services 是一套完整的雲端應用程式，使人們可以搜尋 WorldCat 時閱覽超過 20 億項電子、數位及實體庫存。
Section 2. Definitions	第二節 定義
All capitalized terms not defined herein shall have the same meaning ascribed to them in the Framework Agreement.	本文未定義的所有大寫術語應具有與框架協議中相同之涵義。
Section 3. Discovery Service	第三節 Discovery 服務
<p>3.1. Content. The Bibliographic Data, Holdings Data, OCLC and/or 3rd party databases and other content available through the Service may change from time to time and are subject to OCLC and/or third-party claims of copyright and other rights and may be subject to supplemental terms and conditions. The Product Description, documentation, features and/or functionality of the Service, and/or the WorldCat.org service may also change from time to time. Certain databases may only be accessed if Institution subscribes to that database through a third party.</p> <p>3.2. Bibliographic Data. Bibliographic Data may not be stored other than temporarily as required for use authorized by the Agreement and shall not be otherwise transferred or accessed by any other person not an Authorized User.</p> <p>3.3. Cataloging Prohibited. Use of the Service for cataloging purposes is expressly prohibited. Institution may not resell the Service or the Bibliographic Data or other content accessible through the Service.</p> <p>3.4. Compatibility.</p> <p>(a) Certain parts of the Service function properly only when interacting with a local library system which is compatible with and supported by the Service. A list of local library systems which are compatible with and supported by the Service is available from OCLC. Prior to placing its order, Institution should verify that its local library system is compatible with and supported by the Service.</p> <p>(b) In the event Institution's local library system is or becomes incompatible with or unsupported by the Service at any time during the term of this Agreement, OCLC may, if requested by Institution, make reasonable efforts to resolve the issue at OCLC's then current rates. If such efforts are unsuccessful OCLC or Institution may terminate this Schedule upon written notice to the other party.</p>	<p>3.1. 內容。 書目數據，館藏數據，OCLC 和/或第三方數據庫以及通過本服務獲得的其他內容可能會不時更改，並可能受到 OCLC 和/或第三方對版權和其他權利以及補充條款和規定之限制。產品介紹、文件、功能和/或 WorldCat.org 服務也可能將不時更改。某些數據庫只有在機構通過第三方訂閱該數據庫時，才能使用。</p> <p>3.2. 書目數據。 書目數據除了按照協議授權的情形下暫時儲存外，不得以其他方式轉讓，或由非授權用戶的其他人登錄。</p> <p>3.3. 禁止編錄。 明確禁止為編目目的而使用本服務。機構不得轉售服務本身、書目數據或可透過服務取得的其他資訊內容。</p> <p>3.4. 相容性。</p> <p>(a) 本服務的某些部份只有在與本服務相容並受其支援的本地圖書館系統互動時才能正常運行。OCLC 提供了一份與本服務相容並受其支援的本地圖書館系統的列表。在下訂單之前，機構應確認其本地圖書館系統與本服務相容並受其支援。</p> <p>(b) 在本協議有效期內的任何時間，若機構的本地圖書館系統與，或變得與本服務不相容或不受其支援，則 OCLC 可以應機構的要求做出合理的努力，以 OCLC 當時的費率解決此問題。如果這樣的努力失敗，OCLC 或機構可以於書面通知另一方後終止本附表。</p>
Section 4. Third Party Database Terms	第四節 第三方數據庫條款
4.1. British Library Database. Bibliographic Data made available from the British Library is licensed solely for non-commercial use. For the purpose of this Section "Non-Commercial Use" means internal or personal use solely for the purpose of resource discovery, learning, teaching, academic, or scientific research, private study, verification of bibliographic information, and/or the identification of materials to be ordered via interlibrary loan,	4.1. 大英圖書館數據庫。 大英圖書館提供的書目數據僅許可用於非商業用途。就本節而言，“非商業用途”係指僅出於資訊發掘，學習，教學，學術或科學研究，私人研究，書目信息驗證和/或材料識別的目的而進行的內部或個人用途可以通過館際互借，文件銷售商或其他可獲取材料的來源進行訂

<p>from document vendors, or from other sources from which materials may be acquired, and specifically excludes transmission, selling on, redistribution or circulation of any form outside of Institution’s organization or use in violation of the Agreement.</p> <p>4.2. National Library of Medicine (“NLM Database”)</p> <p>(a) Organizations or institutions may download NLM-produced citations and reuse these records within their organization or institution. NLM suggests that organizations limit the number of records to 1,000 per month. Since NLM makes corrections and enhancements to and performs maintenance on these records at least annually, you should plan to replace or correct the records once a year to ensure that they are still correct and searchable as a group.</p> <p>(b) NLM databases are produced by a U.S. government agency and as such the contents are not covered by copyright domestically. They may be copyrighted outside the U.S. Some NLM produced data is from copyrighted publications of the respective copyright claimants. Users of the NLM databases are solely responsible for compliance with any copyright restrictions and are referred to the publication data appearing in the bibliographic citations, as well as to the copyright notices appearing in the original publications, all of which are incorporated by reference. Users should consult legal counsel before using NLM-produced records to be certain that their plans are in compliance with appropriate laws.</p>	<p>購，並特別屏除在機構組織外部進行的任何形式的傳輸，出售，再分配或分發或違反協議的使用。</p> <p>4.2. 國家醫學圖書館 (“ NLM 數據庫”) 。</p> <p>(a)組織或機構可以下載 NLM 產生的引用，並在其組織或機構內重複使用這些記錄。NLM 建議組織將記錄數量限制為每月 1,000 條。由於 NLM 至少每年會對這些記錄進行更正和增強，並進行維護，因此，您應該計劃每年替換或修正這些記錄一次，以確保它們仍然是正確的，並可以作為可搜尋之組合。</p> <p>(b)NLM 數據庫是由美國政府機構生產的，因此其內容在國內不受版權保護。它們可能在美國以外的國家有版權。某些 NLM 產生的數據來自於各自版權所有者的版權出版物。NLM 數據庫的用戶對遵守任何版權限制負全部責任，並且參考書目引用中出現的出版物數據以及原始出版物中出現的版權聲明，所有這些內容均通過引用併入本文。用戶在使用 NLM 生成的記錄之前，應諮詢法律顧問，以確保其計劃符合適當的法律。</p>
<p>Section 5. Service Level Agreement</p>	<p>Service Level Agreement</p>
<p>5.1 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.</p>	<p>5.1 本服務水平協議規定了 OCLC 向機構 (“系統”) 提供託管服務 (如本 SLA 第 2 節所列) 的服務水平和性能目標。OCLC 將通過商業上合理的努力來滿足以下服務水平和性能目標，以支持系統的運行。</p>
<p>5.2 Uptime Commitment</p> <p>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:</p> <ol style="list-style-type: none"> 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. 	<p>5.2 第二節 啟用保證</p> <p>a) 可供使用性。 OCLC 將通過商業上合理的努力來確保系統在 99.5 % 的時間內可用 (“正常運行時間承諾”)。可用性將按以下方式衡量：</p> <ol style="list-style-type: none"> 1) 可用性 = $(T - D) / (T) * 100\%$; 而 2) T = 相應月份的總分鐘數，並且 3) D = 當月停用的總分鐘數，不包括計劃內維護，由第三方造成的電信或電源中斷，OCLC 無法合理控制的其他原因，也不包括本文所述的其他時間。

<p>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.</p> <p>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.</p>	<p>b) 需要通知。 若有任何可能影響 OCLC 履行啟用保證的因素、事件或事故，或有可能導致系統中出現任何重大中斷或干擾，OCLC 將即時通知機構。</p> <p>c) 定期維護。 定期維護可能會在任一週之星期日 4 小時之時段進行，有時也可能會延長。定期維護通知應在計劃的停機時間之前 3 天發出。如果需要計劃的緊急維護，OCLC 將做出商業上合理的努力，提前通知機構。</p>
<p>5.3 Systems Management</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>5.3 第三節 系統管理</p> <p>a) 監控。 OCLC 將每天 (24 x 7) 監測和維護系統的工作狀態。OCLC 將主動管理和監測所有應用程式伺服器硬體設備和軟體，以確保最佳性能和可靠性，並檢測異常事件或超出使用或性能閾值的情況。</p> <p>b) 維護。 OCLC 將操作，監控和管理所有支援系統的伺服器，應用程式和網絡。為了提供這樣的服務，OCLC 可能會混合使用現場和待命支援人員，自動伺服器監控和自動分頁技術。</p> <p>c) 變更控制。 OCLC 將安裝新設備，軟體，發行版本，升級，修正，補正程序和其他必要的項目，以使系統符合行業標準。OCLC 將主動從適當的服務器，周邊設備，操作系統或數據庫供應商那裡收集有關升級，缺陷補正或修復的資訊。</p>