

## SCHEDULE 4

### WorldShare® License Manager

Section 1. Description	第一節 說明
WorldShare License Manager stores, shares and manages licenses in a central system, which enables a searchable repository for an Institution's electronic resource licenses.	<b>WorldShare License Manager</b> 在一個中央系統中儲存、共享和管理許可證，這使得一個機構的電子資源許可證有一個可搜尋的儲存庫。
Section 2. Definitions	第二節 定義
2.1. <b>“E-Resource Management”</b> 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.	2.1. <b>“電子資源管理”</b> 是指機構在內部使用權利資訊，以確定適用於機構館藏中電子資源的權利，義務，條款和條件。
2.2. <b>“Institution Rights Information”</b> means Rights Information that Institution contributes to the License Manager Service.	2.2. <b>“機構權利資訊”</b> 是指機構為 <b>License Manager Service</b> 提供的權利資訊。
2.3. <b>“Rights Information”</b> 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).	2.3. <b>“權利資訊”</b> 是指可以通過 <b>License Manager Service</b> 取得的電子資源相關資訊（包括但不限於使用權利和限制以及其他適用的許可條款和條件）。
2.4. All capitalized terms not defined herein shall have the same meaning ascribed to them in the Framework Agreement.	2.4. 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. Terms of Use	第三節 使用條款
3.1. <b>License.</b> 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.	3.1. <b>許可證。</b> 根據本附表的條款，OCLC 授予機構非專屬性，不可轉讓的權利和許可，以僅將 <b>License Manager Service</b> 用於電子資源管理。機構不得 (i) 分發，顯示或揭露權利資訊，除非是在電子資源管理合理必要的範圍內；或 (ii) 使用 <b>License Manager Service</b> 或將 <b>License Manager Service</b> 提供給第三方，而非那些使用機構館藏的電子資源的個人。
3.2. <b>Rights Information.</b> 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.	3.2. <b>權限資訊，License Manager Service</b> 使機構有機會提供權限資訊，以供 <b>License Manager Service</b> 的其他用戶使用。機構權利資訊將永久性地提供給 <b>License Manager Service</b> ，以供 OCLC 和其他機構根據此附表使用。OCLC 不會定期審查機構權利資訊；但是，OCLC 保留刪除 OCLC 合理確定為不準確、有誤導性、過時或不完整、違反本附表或協議的條款之機構權利資訊的權利，且不承擔任何責任。
3.3. <b>Unauthorized Use.</b> 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.	3.3. <b>未經授權的使用。</b> 如果由於機構權利資訊不準確、有誤導性、過時或有缺陷（OCLC 或其關聯公司造成的此類缺陷除外）而導致電子資源被未經授權之使用，機構應負責向相關發布者或供應商支付因此類未經授權的使用而產生的相關費用。

<p>3.4. <b>NO VERIFICATION.</b> 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.</p> <p>3.5. <b>DOES NOT CONSTITUTE LEGAL ADVICE.</b> 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.</p>	<p>3.4. <b>無驗證義務。</b>通過 License Manager Service 可使用的權利資訊由使用 License Manager Service 的圖書館和其他第三方供應商提供。OCLC 沒有義務驗證權利資訊。</p> <p>3.5. <b>不構成法律建議。</b>機構在此表示，權利資訊或 License Manager Service 均不應被視為任何類型的法律建議，或導致機構或任何機構工作人員或顧客與 OCLC 間形成任何律師/客戶關係或特權。</p>
<p><b>Section 4. Service Level Agreement</b></p>	<p><b>Service Level Agreement</b></p>
<p><b>4.1 Scope.</b> 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><b>4.1</b> 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><b>4.2 Uptime Commitment</b></p> <p>a) <b>Availability.</b> 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"> <li>1) <math>Availability = (T-D)/(T) * 100\%</math>; where</li> <li>2) T = the total number of minutes in the respective month, and</li> <li>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.</li> </ol> <p>b) <b>Notice Required.</b> 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) <b>Scheduled Maintenance.</b> 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>4.2 第二節 啟用保證</b></p> <p>a) <b>可供使用性。</b> 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"> <li>1) 可用性 = <math>(T-D) / (T) * 100\%</math>；而</li> <li>2) T = 相應月份的總分鐘數，並且</li> <li>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。</li> </ol> <p>b) <b>需要通知。</b>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) <b>定期維護。</b>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><b>4.3 Systems Management</b></p> <p>a) <b>Monitoring.</b> OCLC will monitor and maintain the Systems in working order each day (24 x 7). OCLC</p>	<p><b>4.3 第三節 系統管理</b></p> <p>a) <b>監控。</b> 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</p>

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.

用程式服務器硬體設備和軟體，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。

- b) **維護。** OCLC 將操作，監控和管理所有支援系統的服務器，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，自動服務器監控和自動分頁技術。
- 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。