

## **Public Library Connect School Terms and Conditions**

OverDrive, Inc. and its affiliates (“OverDrive”, “we”, “us”, or “our”) provides digital content, software applications, technology services and hosted websites for third parties, including schools and institutions that subscribe to OverDrive’s Sora service (“School Account”).

1. OverDrive provides School Account services for access to digital content, OverDrive-hosted websites, applications, software, technologies and services related to Sora (collectively referred to as “Sora Service”).
2. School Account consents to allowing its students to be connected to digital content through its Sora Service, from the participating public library’s OverDrive Digital Collection by utilizing student IDs or school/district sign on credential through OverDrive’s service Public Library Connect (“PLC”).
3. School Account shall cooperate with OverDrive to complete any forms and technical setup required for authentication of its students.
4. Student access via PLC to their public library’s digital collection is provided to Participating School at no cost.
5. Public library titles checked out by students using PLC are included in the public library’s Marketplace Checkout report.
6. School Account using PLC shall be limited to connecting to public libraries whose service area includes the location of the school and are subject to OverDrive approval.
7. The term of School Account’s access to PLC shall run concurrent with the public library’s OverDrive agreement. In the event of termination or expiration of the public library’s OverDrive agreement, Participating Schools will no longer have access to the materials shared via PLC.

## **Sora Access Agreement**

OverDrive, Inc. and its affiliates (“OverDrive”, “we”, “us”, or “our”) provides digital content, software applications, technology services and hosted websites for third parties, including entities or institutions that subscribe to OverDrive’s Sora service (“School Account”). This Access Agreement (“Agreement”) applies to School Account’s use of the OverDrive-hosted websites, applications, software, technologies and services related to Sora (collectively referred to as “Sora Service”).

By accessing and/or using the OverDrive Sora Service, School Account agrees to be legally bound by this Agreement, OverDrive’s [Terms and Conditions](#), general [Privacy Policy](#), [Privacy Policy for Children](#), and the OverDrive Marketplace Local Content Terms and Conditions (if applicable) which are expressly incorporated herein by reference and made a part of this Agreement. The terms and conditions in this Agreement and all incorporated agreements, terms, and policies take precedence over any and all School Account terms and conditions listed on purchase orders or other School Account documents sent to OverDrive.

### **1. Sora Service License**

1.1 OverDrive grants School Account and authorized employees, staff, students, and other users that School Account authorizes to access, use, and connect to the Sora Service (collectively “End Users”) a limited, revocable, non-exclusive, non-transferable license to access and make personal non-commercial use of the Sora Service. School Account shall implement and maintain commercially reasonable measures to ensure that only authorized End Users have access to the Sora Service and Digital Content. OverDrive reserves the right to prohibit any conduct involving the Sora Service, including but not limited to School Account allowing unauthorized access to Sora Service, that it deems to be in violation of this Agreement in its sole reasonable discretion. If OverDrive makes the determination that any prohibited conduct in violation of this Agreement has occurred, OverDrive may take all necessary remedial measures, up to and including requiring the School Account to use an alternative authentication method to access the Sora Service and/or termination of this Agreement.

1.2 OverDrive shall create a single website for School Account’s and End Users’ use of the Sora Service. OverDrive has the right, at any time, to make modifications to the operation, performance, or functionality of the Sora Service to improve the quality of the Sora Service, in OverDrive’s sole reasonable discretion. OverDrive has the right, at any time, to discontinue distribution of any or all components of the Sora Service or Digital Content, to add and/or remove supported services or Digital Content from the Sora Service, or to provide new versions, updates, or corrections for any software, hardware, or operating system.

1.3 OverDrive grants School Account access to an administrative account in the OverDrive Marketplace where School Account may run reports, purchase and manage Digital Content. The grant for access to the OverDrive Marketplace is non-transferable and the login credentials are confidential and shall not be disclosed to any third party.

### **2. Digital Content License**

2.1 OverDrive grants School Account and End Users a non-assignable, non-transferable, limited license to use the digital content provided by OverDrive’s suppliers (“Digital Content”) for personal, non-commercial use.

2.2 End Users and/or School Account may access and/or download the Digital Content:

- (a) On school-issued devices or school-owned computers with exclusive and individual unique user accounts where the device is restored to its original configuration after each use.
- (b) On school-issued, shared devices that are issued to students under a one-to-one device program where each device is assigned to or borrowed by a single student at a time;
- (c) On End User personal devices directly;

(d) On shared school, classroom or media center computers which employ an application that restores the computer to its original configuration after use by an individual student (e.g. Deep Freeze, Windows SteadyState, or other similar application). or

(e) For any use consistent with the relevant fair use doctrine or similar law in your jurisdiction, which may include projecting Digital Content on a classroom whiteboard, Smart Board, or other similar technology, or listening and/or watching Digital Content in the classroom.

2.3 All rights, title, and interest in the Digital Content are reserved by its owners and School Account and/or End Users do not acquire any ownership rights in the Digital Content as a result of downloading and/or accessing the Digital Content.

2.4 OverDrive is a distributor of Digital Content supplied by third parties, including publishers and others. Accordingly, any opinions, advice, statements, offers, services, or other information or content expressed by third parties are those of the respective author(s) and not OverDrive. OverDrive neither endorses nor is responsible for the accuracy or reliability of information in the Sora Service or Digital Content made by anyone other than authorized OverDrive employee spokespersons acting in their official capacities.

### **3. Support Services**

3.1 School Account agrees to perform primary support services to its End Users, including day-to-day help, support, technical aid, and other assistance for End User's use of its Sora Service or for any issues arising from the use of the Sora Service ("Primary Support"). School Account shall assign personnel with appropriate skills and expertise in computer, data processing, and related services to enable operation of the Sora Service and to provide Primary Support.

3.2 School Account shall perform requested installation, upgrades, and reasonable technical services for Primary Support of the Sora Service pursuant to installation and support procedures and policies as developed by OverDrive and as modified from time-to-time. OverDrive shall provide School Account with documentation regarding Primary Support.

3.3 OverDrive shall provide Secondary Support to School Account. "Secondary Support" shall consist of technical support services by email and phone in the English language to School Account, including reasonable efforts to assist School Account in providing Primary Support. OverDrive shall provide such Secondary Support by email and phone during its normal business hours of Monday - Friday 8:30 AM to 5:30 PM United States Eastern Time.

### **4. Term, Termination and Payment**

4.1 Unless otherwise agreed, the term for School Account's access to the Sora Service shall be for a period of twelve (12) consecutive months starting the effective date of service launch. OverDrive, in its sole discretion, may launch the Sora Service sixty (60) days after receipt of the School Account's order form if the Sora Service has not launched before that time. The Sora Service and the terms of this Agreement shall automatically renew for successive terms of twelve (12) consecutive months unless either party provides written notice of intention not to renew at least thirty (30) days prior to the expiration of the then current twelve (12) month term.

4.2 School Account obtains certain rights and access to use the Digital Content and Sora Service for the term of its agreement with OverDrive. At the end of such term, all the licenses granted to School Account shall be terminated immediately, including School Account's access to the Sora Service and any and all Digital Content.

4.3 All payments are due to OverDrive within thirty (30) days of receipt of invoice. OverDrive, in its sole discretion, may require payment by School Account before OverDrive will set the Sora Service live. In the event of a breach of any of its obligations, including but not limited to non-payment or late payment for services, School Account shall remedy the breach within thirty (30) days upon receipt of written notice from OverDrive. If School Account fails to remedy such a breach within the period of thirty (30) days, OverDrive may, in its sole discretion, terminate the Agreement with School Account upon written notice to School Account and/or temporarily or permanently suspend School Account's access to the Sora Service.

4.4 This Agreement is a commitment of the current revenues of the School Account and its governing body. If School Account's governing body or similarly related entity fails to appropriate sufficient funds in any fiscal year for payments due under this Agreement, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, (1) School Account shall give OverDrive immediate notice of such non-appropriation event and provide written evidence of such failure by School Account's applicable governing body and (2) on or before sixty (60) days from OverDrive's receipt of notice of non-appropriation, the parties shall cooperate to determine an appropriate course of action as it relates to the OverDrive Sora Service provided under this Agreement. In the event that after such sixty (60) day period, no determination is reached on payment and continued provision of services is not possible, then the Agreement and all Sora Services hereunder shall terminate on the first day of the fiscal year in which funds are not appropriated.

## **5. General Provisions**

5.1 OverDrive may assign this Agreement. In the event OverDrive enters into an agreement to sell substantially all the assets of OverDrive, this Agreement shall be binding upon the purchaser. This Agreement may not be assigned by School Account nor any duty hereunder be delegated by School Account without the prior written consent of OverDrive which shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors and permitted assigns.

5.2 Neither OverDrive nor its licensors shall be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

5.3 The Sora Service and/or Digital Content may require the use of third-party applications or services that are subject to their own, separate license agreements and/or terms and conditions not under OverDrive's control. OverDrive expressly disclaims any and all risks and liabilities associated with the use of any such third-party offerings.

5.4 This Agreement, and all incorporated documents herein, constitutes the entire Agreement and understanding of the parties. We may make changes to this Agreement. Please check this page periodically for updates. School Account acknowledges that School Account's continued use of the Sora Service means that School Account agrees to be bound by such changes.

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