Corporate Download Library 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 Corporate Download Library service ("Corporate Account"). This Access Agreement ("Agreement") applies to Corporate Account's use of the OverDrive-hosted websites, applications, software, technologies and services related to the Corporate Download Library (collectively referred to as "CDL Service").

By accessing and/or using the OverDrive CDL Service, Corporate Account agrees to be legally bound by this Agreement, our Terms and Conditions, Privacy Policy, and the Content Reserve Local Collection Tool 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 Corporate Account terms and conditions listed on purchase orders or other Corporate Account documents sent to OverDrive.

1. CDL Service License

1.1 OverDrive grants Corporate Account and authorized employees, staff, and other users that Corporate Account authorizes to access, use, and connect to the CDL Service (collectively "End Users") a limited, revocable, non-exclusive, non-transferable license to access and make personal non-commercial use of the CDL Service. OverDrive reserves the right to prohibit any conduct involving the CDL Service that it deems to be in violation of this Agreement in its sole reasonable discretion.

1.2 Corporate Account and/or End Users shall not copy, rent, lease, sell, repair, transfer, assign, sublicense, disassemble, reverse engineer or decompile, modify or alter the CDL Service including, but not limited to, translating or creating derivative works of any portion of the CDL Service without the prior written consent of OverDrive and/or its suppliers.

2. Digital Content License

2.1 OverDrive grants Corporate 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 Corporate Account may access and/or download the Digital Content:

(a) On company-issued devices or shared computers with exclusive and individual unique user accounts;

(b) On company-issued, shared devices that are issued to End Users under a one-to-one device program where each device is assigned to or borrowed by a single End User at a time;

(c) On company-issued devices which are circulated in accordance with the OverDrive Test Drive program;

(d) On End User personal devices directly;

(e) On shared computers which employ an application that restores the computer to its original configuration after use by an individual End User (e.g. Deep Freeze, Windows SteadyState, or other similar application); or

(f) For any use consistent with the relevant fair use doctrine or similar law in your jurisdiction.

2.3 Corporate Account shall not access or download Digital Content on any shared computer, shared device or any other company-issued device that multiple End Users may access under a single log-in or account unless the computer or device is restored to its original configuration after each use or the device is circulated in accordance with the OverDrive Test Drive program.

2.4 Corporate Account and/or End Users may copy, transfer and burn the Digital Content only for personal, non-commercial use where permitted. OverDrive reserves the right to prohibit any conduct involving Digital Content that it deems in violation of this Agreement in its sole reasonable discretion.

2.5 Unless otherwise permitted, Corporate Account and/or End Users shall not redistribute, repackage, transmit, assign, sell, broadcast, publicly display, rent, share, lend, modify, extract, reveal, adapt, edit, sub-license and/or otherwise transfer or misuse the Digital Content. All rights, title, and interest in the Digital Content are reserved by its owners and Corporate 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.

2.6 The license granted to Corporate Account and/or End Users to use the Digital Content is for a one-time, limited right to borrow and/or access the Digital Content for a specific, company-designated, limited duration ("Lending Period"). End Users agree and acknowledge that at the end of the Lending Period all rights to access the Digital Content expire and terminate. At the end of the Lending Period, End Users shall delete and/or destroy any and all copies of the Digital Content, including any copies that may have been transferred to, or created on portable devices, storage media, removable drives, CDs, and/or DVDs. In the event Corporate Account, OverDrive, or a rights holder determine End Users of the CDL Service are violating the terms of this Agreement, Corporate Account and/or OverDrive reserves the right to suspend or terminate End Users' ability to use the CDL Service and/or to borrow Digital Content.

3. OverDrive CDL Service

3.1 OverDrive shall create a single website for Corporate Account’s and End Users’ use of the CDL Service. Corporate Account shall implement and maintain reasonable measures to ensure that only authorized End Users have access to the CDL Service and Digital Content.

3.2 OverDrive has the right, at any time, to make modifications to the operation, performance, or functionality of the CDL Service. OverDrive has the right, at any time, to discontinue distribution of any or all components of the CDL Service or Digital Content, to add and/or remove supported services or Digital Content from the CDL Service, or to provide new versions, updates, or corrections for any software, hardware, or operating system.

3.3 OverDrive grants Corporate Account access to an administrative account in the CDL Service where Corporate Account may run reports and manage Digital Content. The grant for access to the administrative account is non-transferable. Login credentials to the administrative account are confidential and may not be disclosed to any third party. Corporate Account shall maintain the confidentiality of the administrative account and login credentials. Corporate Account shall implement

and maintain reasonable measures to ensure that only authorized End Users have access to the administrative account in the CDL Service.

3.4 The CDL 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.

4. Third Party Content

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 CDL Service or Digital Content made by anyone other than authorized OverDrive employee spokespersons acting in their official capacities.

5. Technical Support Services

5.1 Corporate 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 CDL Service or for any issues arising from the use of the CDL Service ("Primary Support"). Corporate Account shall assign personnel with appropriate skills and expertise in computer, data processing, and related services to enable operation of the CDL Service and to provide Primary Support.

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

5.3 OverDrive shall provide Secondary Support to Corporate Account. "Secondary Support" shall consist of technical support services by email and phone to Corporate Account, including reasonable efforts to assist Corporate 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.

5.4 OverDrive shall use reasonable efforts to make the CDL Service perform substantially in accordance with the product description, as it may exist from time to time. However, Corporate Account acknowledges that inevitably some errors may exist in the CDL Service, and the presence of such errors shall not be a breach of this Agreement. OverDrive's sole obligation with regard to such errors shall be to use commercially reasonable efforts to correct such errors and provide Secondary Support as stated in this Agreement.

6. Privacy

OverDrive respects the privacy of its visitors. For more information, please see our Privacy Policy.

7. Compliance with Copyright Protection Technologies and Data Security

7.1 Corporate Account shall respect the Digital Rights Management (DRM) settings on the Digital Content as designated by publishers that may restrict burning, copying, sharing and/or printing of the materials. In the event OverDrive learns of attempts to circumvent such DRM protections either by Corporate Account or End Users, OverDrive may, in its sole discretion, temporarily suspend and/or permanently terminate End User's and/or Corporate Account's access to the CDL Service and/or Digital Content.

7.2 Corporate Account shall take reasonable steps to prevent unwarranted intrusion into data managed or maintained by OverDrive that is acquired in the course of the operation of the CDL Service. This includes reasonable steps to protect its password and access to the administrative account for management of the CDL Service.

8. Copyright, Trademark, and Intellectual Property Ownership

8.1 The laws of copyright protect the Digital Content that is made available through the CDL Service and associated OverDrive services. Copyrights in the Digital Content are held by their respective owners. The Digital Content embodies the intellectual property of a third party and is protected by law.

8.2 The Digital Content and any other copyrighted material shall not be modified, copied, distributed, repackaged, shared, displayed, revealed, extracted, emailed, transmitted, sold or otherwise transferred, conveyed or used, in a manner inconsistent with this Agreement or the rights of the copyright owner. Corporate Account and/or End User shall not redistribute, repackage, transmit, assign, sell, broadcast, rent, share, lend, modify, extract, reveal, adapt, edit, sub-license or otherwise transfer the Digital Content. Corporate Account and/or End User are not granted any synchronization, public performance, promotional use, commercial sale, resale, reproduction and/or distribution rights for the Digital Content.

8.3 The trademarks, logos, and service marks displayed in Corporate Account's CDL Service are owned by OverDrive or third parties, and the CDL Service's trade dress is owned by OverDrive (collectively, "Trademarks"). All Trademarks not owned by OverDrive are the property of their respective owners, and are used with permission. Nothing contained in the CDL Service may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any Trademarks.

8.4 During the Agreement Term and any renewal periods, Corporate Account will reasonably cooperate with OverDrive to achieve OverDrive's and its publishers' and suppliers' objectives of protecting certain intellectual property interests relating to OverDrive supplied Digital Content and products.

9. Notices of Claimed Copyright Infringement

OverDrive has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with the CDL Service.

Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: General Counsel, OverDrive, Inc., One OverDrive Way, Cleveland, OH 44125; phone: 216-573-6886; fax: 216-573-6888.

In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512. For more information, please refer to OverDrive's Digital Millennium Copyright Act Policy.

10. Disclaimer of Warranty, Limitation of Liability and Indemnity

10.1 OVERDRIVE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. OVERDRIVE NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR OVERDRIVE ANY OTHER LIABILITY IN CONNECTION WITH THE LICENSING OF THE DIGITAL CONTENT AND CDL SERVICE AND THEIR USE BY THE CORPORATE ACCOUNT AND/OR END USERS.

10.2 IN NO EVENT SHALL OVERDRIVE BE LIABLE TO CORPORATE ACCOUNT OR END USERS FOR ANY DAMAGES ARISING FROM OR RELATED TO FAILURE OR INTERRUPTION OF THE CDL SERVICE, OR FOR INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF OPPORTUNITY, LOSS OF USE, OR OTHER LOSS ARISING OUT OF OR IN CONNECTION WITH THE LICENSE, TRANSFER, OR USE OF THE CDL SERVICE. IN NO EVENT SHALL OVERDRIVE'S LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT RECEIVED BY OVERDRIVE FROM CORPORATE ACCOUNT UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. CORPORATE ACCOUNT AGREES TO INDEMNIFY AND HOLD HARMLESS OVERDRIVE AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, BUSINESS PARTNERS, LICENSORS, AND LICENSEES FROM ANY DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ON ACCOUNT OF ANY CLAIM, SUIT, ACTION, DEMAND, OR PROCEEDING MADE OR BROUGHT AGAINST ANY SUCH PARTY, OR ON ACCOUNT OF THE INVESTIGATION, DEFENSE, OR SETTLEMENT THEREOF, ARISING IN CONNECTION WITH CORPORATE ACCOUNT'S USE AND/OR END USERS' USE OF THE CDL SERVICE.

11. Term and Termination

11.1 Unless otherwise agreed, the term for Corporate Account's access to the CDL 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 CDL Service sixty (60) days after receipt of the Corporate Account's order form if the CDL Service has not launched before that time. The CDL 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 ninety (90) days prior to the expiration of the then current twelve (12) month term.

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

11.3 In the event of a breach of any of its obligations, including but not limited to non-payment or late payment for services, Corporate Account shall remedy the breach within thirty (30) days upon receipt of written notice from OverDrive. If Corporate Account fails to remedy such a breach within the period of thirty (30) days, OverDrive may, in its sole discretion, terminate the Agreement with Corporate Account upon written notice to Corporate Account and/or temporarily or permanently suspend Corporate Account's access to the CDL Service.

12. General Provisions

12.1 This Agreement shall be governed by the laws of the State of Ohio, United States of America without regard to any conflict of laws principles. Any dispute regarding this Agreement or the relationship that has been established by this Agreement shall be brought in the state or federal courts residing in the State of Ohio, USA, and the local laws of Ohio will apply to any such action related to the above without regard to any conflicts of laws principles. Both parties submit to venue and jurisdiction in these courts.

12.2 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 Corporate Account nor any duty hereunder be delegated by Corporate 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.

12.3 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.

12.4 In the event that a court of competent jurisdiction determines that any portion of the Agreement is unenforceable, void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect as though such invalid provisions were deleted.

12.5 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. Corporate Account acknowledges that Corporate Account's continued use of the CDL Service means that Corporate Account agrees to be bound by such changes.

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