Section 1 Description

Tipasa is a customizable resource sharing network that allows your staff to easily implement their workflows within it, manage a high volume of requests and automate routine functions for borrowing and lending. Through Tipasa your librarians can support your patrons with the level of customer service they expect without requiring heavy IT support, management of servers, or extensive configuration and training.

Section 2 Definitions

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

Section 3 Terms of Use

3.1 Third Party Database Terms:

a) **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, 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.

b) Subject to this Schedule and the FA, OCLC will provide Institution with the Products and Services as specified in the agreed upon pricing document.

Section 4 Service Level Agreement

4.1 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.

4.2 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.

4.3 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.