

SCHEDULE 14

Wise

Section 1 Description

Wise is a Community Engagement System for US public libraries that integrates tools for increasing community engagement with the functions of library management. The application includes acquisition, circulation, cataloging, discovery, evidence-based collection management, ticketing, PC management, marketing, a website content management system, customer self-service and community functions.

Section 2 Definitions

- 2.1 Library Website.** The Wise online, customer-facing interface that may be used and, with certain exceptions including those enumerated herein, modified by the Institution to interact with its patrons and all components thereof.
- 2.2** All capitalized terms not defined herein shall have the same meaning ascribed to them in the Framework Agreement.

Section 3 Additional Terms and Conditions

- 3.1 Modifications.** All modifications made to the Services are subject to the Acceptable Use Policy and all other terms of the Framework Agreement.
- 3.2 Service Start Date.** The Effective Date of this Agreement is as defined by the Framework Agreement. The date on which Services begin under this Schedule shall be as agreed upon between OCLC and Institution (the “Service Start Date”). Institution acknowledges that the Service Start Date may occur a year or more after the Effective Date of this Agreement, depending upon the needs of the Institution, and that the Agreement is nevertheless binding upon the Institution.

Section 4 Terms for Library Website Users Only

- 4.1 Attribution.** Institution may not remove, modify, edit, alter, hide, or obscure from public view, under any circumstances, the following attributions from the Library Website:
- a) **TiVo Copyright Attribution.** An attribution including the TiVo logo and the statement “Portions of content provided by TiVo Corporation ©[Insert current year] TiVo Corporation.”
 - b) **Nielsen Copyright Attribution.** An attribution stating that copyright in Nielsen data and images is held by Nielsen Book Services Limited or by the publishers or respective licensors, and that all rights are reserved.
- 4.2 Accessibility of Library Website.** The Library Website template provided by OCLC is accessible according to the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, parts 1193 and 1194. However, OCLC makes no claims that any modifications to the Library Website template will be accessible. OCLC shall not be liable to Institution or any third party for any claims related to any deficiency in accessibility of the Library Website that is attributable to Institution.
- 4.3 Privacy.** The Services contain customizable tools that allow Institution to comply with local privacy laws. As the data controller, the customer shall retain the responsibility of ensuring that the relevant settings are compliant with applicable privacy standards. OCLC shall not be liable to Institution or any third party for any claims related to any deficiency in privacy of the Library Website that is attributable to Institution.
- 4.4 Compatibility.**
- 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.
 - 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.

Section 5 Service Level Agreement

- 5.1 Scope.** This Service Level Agreement sets forth the service level and performance objectives of OCLC in providing the Hosted Services 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.

5.2 Uptime Commitment.

- a) **Availability.** OCLC will use commercially reasonable efforts to ensure that the Services are available 99.5% of the time (the "Uptime Commitment"). Availability will be measured as follows:
- (1) $\text{Availability} = (T-D)/(T) * 100\%$; 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.

5.3 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.