Section 1 Description

CapiraReady^{SM} is a standard application with a variety of features designed to streamline your Institution's processes and the delivery of patron services.

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 During its subscription, if Institution makes changes to its ILS that require OCLC to make software changes to ensure interoperability, OCLC will charge an additional integration fee.

3.2 This application requires Google Android – 4.0 or greater or Apple iOS – 8.0 or greater.

Section 4 Service Level Agreement

4.1 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 98% 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.