<u>SCHEDULE 20</u>
Talis Aspire

Section 1 Description

Through an agreement with Talis Education Ltd (TEL), OCLC is pleased to offer Talis Aspire. Talis Aspire is a Reading List Management System for academic libraries enabling them to manage multiple course reading lists, connecting faculty and students with their library holdings and enabling librarians to use the reading lists to make intelligent library purchasing decisions. Talis Aspire is available in three packages. Mark the purchased package below:

☐ **Talis Aspire Essentials**: Core product - covers student, academic, library workflow (acquisition), and basic reporting;
☐ **Talis Aspire Plus**: As above, plus, copyright workflow, data dashboards; and
☐ **Talis Aspire Unlimited**: As above, plus, full access to data (data endpoint to query / feed into wider library and institutional systems).

Section 2 Definitions

2.1. "Authorized Users" means the staff and students registered with the Institution.

2.2. "Customer" means the Institution and the Institution's Authorized Users and "Authorized Users" means the staff and students registered with the Institution.

2.3. "User Content" means content posted by the Institution or its customers/patrons to any website through which the Talis Aspire services are delivered ("TA Websites") and all other content is known as "Site Content".

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

Section 3 Terms of Use

3.1. As a condition of your Institution's use of the Service, it represents and warrants that;
    3.1.1. it has the legal rights to post, contribute or link to User Content and the inclusion and use of the User Content will not violate any law or the rights of any person;
    3.1.2. it is entirely responsible for all User Content it uploads, posts, e-mails, transmits or otherwise makes available in any way by or through the Services; and/or
    3.1.3. it has an agreement with Authorized Users of a person that is protected by privacy laws.

3.2. Further it is a condition of use of TA Websites that they must not be used:
    3.2.1. to send or store infringing, obscene, threatening, libelous and/or material containing viruses, worms, Trojan horses or other harmful code, files, scripts, agents or programs;

3.2.2. in violation of any law;

3.2.3. to interfere with any other party's use and enjoyment of TA Websites;

3.2.4. in any way that imposes an unreasonable or disproportionately large load on infrastructure and/or deliberately degrades or disables TEL Websites or any other computer system or to prevent or impede the delivery of any legitimate data; and/or

3.2.5. to circumvent any usage or rate limits that may be placed on the Customer's use of TA's Websites.

3.3. OCLC and TEL have no monitoring obligation but may review User Content and remove, edit, or refuse to post and information or materials in its sole discretion.

3.4. Institution agrees to set up a process to respond to notices of alleged infringement that complies with the applicable copyright laws in your jurisdiction. OCLC and TEL reserve the right to respond to infringement notices or other applicable copyright laws and to terminate the accounts of infringers.

Section 4 Service Level Agreement

4.1. A third-party service provider monitors and reports on the availability of Talis Aspire. These reports may be accessed at status.talis.com.

4.2. TEL will use commercially reasonable efforts to make Talis Aspire available (except in the case of scheduled maintenance) more than 99.5% of the time, 24 hours a day.

4.3. Periods of scheduled maintenance are necessary from time to time to ensure continued reliability and maintain the performance of Talis Aspire. Announcements of any scheduled maintenance will be posted to Talis Aspire Service Announcements, a forum to which all customers should subscribe for alerts by email (details here). These announcements will be given with at least 48 hours-notice before the maintenance is due to commence. Such communication will detail the likely impact and duration of the specific instance of scheduled maintenance.

4.4. Should periods of critical maintenance, such as security patches, be required, this maintenance will occur without advanced notice.