

Note: Agreement to the following Terms and Conditions is required when you order a batchload project in the OCLC Online Service Center.

BATCHLOAD ORDER FORM TERMS AND CONDITIONS

Order Terms

1. The following terms 1-3 ("Order Terms") apply either (a) to the OCLC-affiliated regional service provider if any, indicated on this form ("RSP") which distributes processes and products under a separate agreement with, and submits the order to, OCLC Online Computer Library Center, Inc. ("OCLC"), for resale to the institution indicated on this form ("Institution"), or (b) to the Institution if there is no RSP submitting the order to OCLC for resale to the Institution. The person submitting the order to OCLC, as so indicated on this form, shall be referred to in these Terms as the "Ordering Party."
2. The Ordering Party orders from OCLC, and OCLC, upon its acceptance of this order, shall provide the Ordering Party, under these Batchload Order Form Terms and Conditions (the "Terms") those products and services (one-time or ongoing) indicated on this form, comprising generally the evaluation, processing and loading of input data and, in some cases, the creation and delivery of output data, all as described in applicable OCLC documentation ("Specifications"), hereinafter referred to as "Products and Services."
3. The Ordering Party shall pay OCLC its published charges for Products and Services generally prevailing at the time work is performed, as applicable to the Ordering Party, within thirty (30) days after receipt of invoice. Ordering Party shall provide OCLC a tax exemption certificate evidencing any claimed exemption. If Ordering Party is or becomes nonexempt from any sales, use or similar tax on the transactions subject to this order, it shall pay all such taxes, including as invoiced by OCLC, with penalties and interest.

Product and Service Terms

4. Sample copies of input data are submitted with this order for evaluation and acceptance by OCLC. OCLC may choose for any reason not to accept any data submitted with this form. OCLC shall not be obligated to return data submitted with or under the Terms of this form. All input copies submitted to OCLC shall conform to applicable Specifications and to the sample copies accepted by OCLC.
5. OCLC shall load and process input data, and create and deliver output data, if any, in conformance with the Specifications and other directions agreed to in writing by the parties, according to OCLC-defined schedules, of which OCLC shall apprise the Ordering Party upon request. The Ordering Party may terminate this order at any time prior to the commencement of work by OCLC hereunder by giving written notice to OCLC.

6. Input data provided to OCLC, including local holdings and other local information, will be accepted by OCLC as provided, with no OCLC validation at the local level or during processing. Each record delivered to Institution shall be AS IS, and in the form present in WorldCat at the time generated, and neither the original cataloging library nor OCLC warrants the completeness of the records. OCLC will replace inaccurate or otherwise defective copies of records, including those damaged or lost in transit, when caused through the fault of OCLC or its agent, provided that Institution or the Ordering Party notifies OCLC of any inaccurate, defective, damaged or lost records within sixty (60) days after receipt of such records, or within seventy five (75) days of shipment as evidenced by OCLC record of shipment. Replacement may be made by reproducing the records or by requiring online transactions by Institution, with issuance of credit as OCLC deems appropriate. This shall be OCLC's sole and exclusive liability with respect to defective copies of records.
7. OCLC DISCLAIMS ALL OTHER WARRANTIES AND AGREEMENTS, EXPRESS AND IMPLIED, CONCERNING THE PRODUCTS AND SERVICES PROVIDED BY OCLC, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.
8. OCLC shall not be liable for any consequential, indirect, incidental, or exemplary damages, however caused, whether based in contract, tort, or other legal theory, and regardless of whether OCLC has prior knowledge of such damages. OCLC's sole liability, and Institution's and the ordering Party's sole remedy, with respect to Products and Services, shall be those provided for in these Terms. In no event (even if the limitation of liability provided above in this Section 8 is held to be unenforceable) shall OCLC's liability with respect to any Product or Service exceed the refund of charges actually paid to OCLC under these Terms.

Institution Terms

9. Institution hereby grants to OCLC, its subsidiaries and affiliates and their respective members, participants, non-participant users, designees and authorized parties a perpetual, irrevocable, nonexclusive, royalty-free, sublicenseable, transferable, world-wide right to copy, display, publish, prepare derivative works from, distribute and use (individually, in compilations and otherwise) all bibliographic records, holdings and other information supplied to OCLC by Institution (or any entity acting on its behalf) under this form under any copyright, patent, secrecy or other proprietary right therein owned or controlled by Institution. Institution warrants that such uses will not infringe copyright or other proprietary interests of third parties. If OCLC accepts original cataloging or OCLC-derived records submitted with this form, then Institution shall be deemed to have met its obligations to contribute on-line such original cataloging or holdings symbols for such OCLC-derived records, respectively. Institution's library may use and transfer output copies of OCLC-derived records ordered hereunder solely in accordance with OCLC's then-current published guidelines/policies for such use and transfer as may be amended or substituted by

OCLC from time to time or as otherwise agreed in writing by OCLC and Institution. This Section 9 shall survive any expiration or termination of this Agreement.

Additional Terms For OCLC EDX Assessment

10. EDX consists generally of an individual datafile (Datafile) or account for Institution, which OCLC maintains at an OCLC-determined site. Institution may download specific files to its local computer system, as defined in OCLC's EDX product description.

OCLC will publish EDX service technical specifications (protocols; file and record sizes; record names and headers; available telecommunications connections; etc.); scheduled availability; rules for currency, length of retention, and frequency of downloading and transmission of data from the Datafile; security of authorizations and passwords; and other user requirements. These may be published either in hard-copy documentation, or in service online documentation, or in both, and are subject to change.

Institution is responsible for arranging and paying for all computer facilities and telecommunications connections required to access and use EDX, and for complying with EDX's specifications and requirements and all associated specifications and requirements. Prior to Institution's first use of EDX, OCLC may test Institution's ability to comply with the specifications and requirements.

Without limitation, the following requirements apply:

- OCLC does not maintain or support the Internet; OCLC maintains and supports only the OCLC connection to it.
 - OCLC EDX is user initiated. Institution is responsible for retrieving files according to EDX's prescribed schedule, and for complying with its other specifications and requirements.
11. Institution or OCLC may terminate Institution's use of EDX at any time by giving the other party at least thirty (30) days prior written notice. OCLC may purge all data remaining in Institution's Datafile after such termination.
 12. Institution shall access only its own Datafile through EDX and only for the express EDX purposes that OCLC publishes. Institution and OCLC shall each keep its EDX authorizations and passwords confidential and secure. Furthermore, Institution shall notify OCLC immediately if the confidentiality or security is breached. OCLC's sole liability for such breach shall be to replace the authorizations and passwords when it is made aware of the breach.
 13. OCLC makes no guarantees regarding throughput, response time, availability, or performance; it reserves the right to limit or suspend availability for operational reasons. OCLC will replace inaccurate or otherwise defective data that it provides to Institution, excluding data damaged or lost in transit, when the inaccuracy or defectiveness is caused through the fault of OCLC or its agent. Replacement may be made by reproducing the data, or at OCLC's option, by requiring online

transactions by Institution, with issuance of credit, provided that Institution notifies OCLC of any inaccurate or defective data within sixty (60) days after shipment of such data, as evidenced by OCLC's record of shipment. Otherwise, data shall remain available to Institution in its Datafile for downloading during specified retention periods, after which the data shall be available under OCLC's out-of-warranty service, in both cases for the then prevailing charges.

OCLC SHALL HAVE NO OTHER OBLIGATION AND MAKES NO OTHER EXPRESS WARRANTY REGARDING EDX, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OCLC SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING FROM INSTITUTION'S USE OF EDX, WHETHER BASED ON CONTRACT OR TORT.

14. OCLC may make changes in EDX, the OCLC telecommunications network, software, or other parts of the OCLC system and its access mechanisms (including telecommunications and terminal codes and protocols, data screens, formats, etc.), which changes might interfere with Institution's ability to communicate with OCLC for EDX. Furthermore, to maintain performance levels, such revisions might require significant changes to the link or network that Institution provides. OCLC shall provide Institution, as soon as practicable in advance, information about any revisions planned by OCLC and which OCLC believes would require material changes to the link or network that Institution provides.