



## BIBLIOGRAPHIC RECORD NOTIFICATION FOR ONLINE CATALOGING MEMBERS

### ORDER TERMS:

1. The following terms 1-3 (“Order Terms”) apply either (a) to the library network organization, if any, indicated on this form (“Network”) which distributes processes and products under a separate agreement with, and submits the order to, OCLC Online Computer Library Center, Incorporated (“OCLC”), for resale to the Online Cataloging Member institution indicated on this form (“Institution”), or (b) to the Institution if there is no Network 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 Order Terms and the following Institution Terms and Product and Service Terms (collectively “Terms”), those products and services indicated on this form, all as described in applicable OCLC documentation (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 the Products and Services are furnished, 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.

### INSTITUTION TERMS:

4. Institution’s library may (a) use for internal purposes, without restriction, machine-readable output copies of OCLC records ordered hereby, and (b) transfer copies of such records in accordance with the then-current published OCLC guidelines for such use and transfer, and as otherwise agreed in writing by OCLC and Institution, or OCLC and Network, as applicable.

### PRODUCT AND SERVICE TERMS:

5. Neither OCLC nor Ordering Party shall be liable for any failure or delay in performance hereunder (other than of an obligation to pay money) due to or resulting from any cause beyond its reasonable control including, but not limited to, acts of God, acts of the other party, strikes, shortages of materials, actions of government, fire, adverse weather conditions or operational failure, provided that the party so affected notifies the other promptly of the commencement and nature of the cause, the corrective steps to be taken and the estimated duration of the delay.

6.a. Subject to the balance of this Paragraph 6, these Terms and the attached order shall remain in effect indefinitely, until terminated by either OCLC or Ordering Party entirely at its own discretion and for any reason whatsoever, upon not less than ninety (90) days prior written notice to the other.

6.b. Notwithstanding the above provisions, if Ordering Party fails to issue payment within ten (10) business days after receipt of notice from OCLC of nonpayment of charges due and payable under the Order Terms and not reasonably in dispute, OCLC may terminate the BIB Notification Service by notice in writing effective at any time after the end of those ten (10) business days and prior to receipt of the late payment, without liability for such termination.

7. OCLC DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, CONCERNING THE PRODUCTS AND SERVICES PROVIDED BY OCLC, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF 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 had 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 and/or Service exceed the refund of charges actually paid to OCLC under these Terms.

9. This order and these Terms, along with the Ordering Party’s services contract with Network or OCLC, are the final, complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof. No provision thereof may be changed, modified, or supplemented except by a writing signed by both parties, unless otherwise provided for herein.