



# EDX ASSESSMENT

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## INSTITUTION INFORMATION

Institution Name		OCLC Regional Service Provider	
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Address			P.O. Box
City	State or Province	ZIP or Postal Code	Country or Region
Contact Person # 1 (first name, surname)		Title (e. g., Technical Services Person)	
Phone Number	FAX	E-mail	
Contact Person # 2 (first name, surname)		Title (e.g, Systems Office Person)	
Phone Number	FAX	E-mail	

## VENDOR INFORMATION (if applicable)

This is a Third Party Vendor Account. Please give us READ access to the records for symbol \_\_\_\_\_

This is a Regular Account. Vendor will be picking up these records:  
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## COMMENTS

## AUTHORIZATION

OCLC Regional Service Provider Signature		OCLC Signature	
By: _____	By: _____	By: _____	By: _____
Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____
End-User Signature			
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Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____

# EDX ASSESSMENT

## Order Terms

By completing this form, you (Customer) are applying to subscribe to the OCLC Electronic Data Exchange Service (EDX) from Vendor (defined below). This form describes EDX and defines the terms (Terms) of the subscription. Vendor shall provide EDX to you under these Terms, subject to OCLC's acceptance of your application. OCLC's acceptance will be evidenced by signing your name and title and submitting this form on behalf of OCLC, in the designated place on the front of this form.

1. EDX consists generally of an individual datafile (Datafile) or account for you, which OCLC maintains at an OCLC-determined site. You may download specific files to your local computer system or upload specific files to OCLC for those services you selected, as defined in OCLC's EDX product description.

OCLC will publish for each 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 and to 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.

You shall be 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 your first use of EDX, OCLC may test your 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. You are responsible for sending or retrieving files according to EDX's prescribed schedule, and for complying with its other specifications and requirements.
  - You must report any deviations from the agreed-upon format of the data before you transmit that data to OCLC. You must report in writing, and OCLC must acknowledge the changes in writing before you transmit files containing such data.
  - You shall notify OCLC thirty (30) days in advance of changing the Internet address of the computer you use for EDX activity with OCLC.
2. You or OCLC or both may terminate this application and your 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 your Datafile after such termination.
  3. You shall access only your own Datafile through EDX and only for the express EDX purposes that OCLC publishes. You and OCLC shall each keep your EDX authorizations and passwords confidential and secure. Furthermore, you 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.
  4. OCLC makes no guarantees regarding throughput, response time, availability, or performance; it reserves the right to limit or suspend availability for operational reasons. OCLC shall not be responsible for data that you transmit to OCLC until the data are received in the Datafile, and you shall retain backup copies of such data. OCLC will replace inaccurate or otherwise defective data that it provides to you, 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 you, with issuance of credit, provided that you notify 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 you in your Datafile for downloading during specified retention periods, after which the data shall be available under OCLC's out-of-warranty OCLC-MARC tape 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 YOUR USE OF EDX, WHETHER BASED ON CONTRACT OR TORT.

5. The provision of all data transmitted through EDX is subject to the terms of, and conditioned upon there being in effect, separate OCLC-required agreements and forms among you, OCLC, and your Vendor.
6. 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 your ability to communicate with OCLC for EDX. Furthermore, to maintain performance levels, such revisions might require significant changes to the link or network that you provide. OCLC shall provide you, 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 you provide.
7. By signing your name and title below and submitting the form to OCLC, End-User Institution (and regional service provider, if any) both acknowledge that this completed form identifies the EDX services they request OCLC to provide, and they agree to all the Terms of this form. If an authorized regional service provider designate, enters his/her name below and submits it to OCLC, then (a) as to the regional service provider, the word Vendor in the Terms refers to OCLC, and the words you, your, and Customer refer to the regional service provider; and (b) as to the End-User Institution, the word Vendor in the Terms refers to the regional service provider, and the words you, your, and Customer refer to the End-User Institution. If no OCLC regional service provider, the word Vendor in the Terms refers to OCLC, and the words you, your, and Customer refer to the End-User Institution.

## Authorization and Governing Terms

By signing your name and submitting this form to OCLC electronically, you certify that you are authorized to subscribe to the OCLC Electronic Data Exchange Service and that all appropriate procurement procedures have been followed.

Your Name \_\_\_\_\_

Your Title \_\_\_\_\_