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Send completed order form to:

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No telephone orders, please.

For more information, please access the Dewey Web site at www.oclc.org/dewey

Ordering Information

Order Form and Prices

Orders are accepted in any format your institution uses for ordering. If using forms provided in the Dewey brochure, please duplicate them as needed. Prices in the brochure are effective as of February 1, 2012, and are subject to change without notice.

In the OCLC EMEA region:

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WebDewey and Abridged WebDewey Terms and Conditions

This order is subject to written acceptance by OCLC Online Computer Library Center, Inc. ("OCLC"). OCLC's written acceptance may be indicated by the sending of an electronic message to Subscriber informing Subscriber that its subscription to the WebDewey service has begun. Subscriber's access to and use of the WebDewey service and related documentation are subject to the following terms and conditions ("Terms"). OCLC reserves the right to determine Subscriber type or geographic configuration to determine and/or define an eligible site or similar limitations with respect to any prospective Subscriber and to refuse to accept any order for any reason in OCLC's sole discretion.

1. DEFINITIONS.

- A. "Subscriber" means a library or not-for-profit information agency (i.e., a historical society, archive, museum or similar organization) licensing access to the WebDewey service by agreeing to these Terms and submitting the accompanying Order Form to OCLC.
- B. "Site" means (i) an individual location, or (ii) a single institution having multiple libraries at the same location, where such libraries are associated under one integral institution, provided said libraries have a single, shared point of shipment and billing/point of contact address. The term "Site" does not include a consortium of libraries, multi-campus institutions, shared local systems, statewide networks or secondary relationships with shared facilities. Each separate Site requires its own WebDewey subscription.
- C. "Authorized User" means an employee of Subscriber who is responsible for creating bibliographic records or metadata for materials or electronic resources offered by Subscriber to its patrons or an independent contractor retained by Subscriber for such purpose who has agreed in a written document provided to OCLC to be bound by these Terms.
- D. "WebDewey service" means the WebDewey service (and all data accessible via the WebDewey service) made available by OCLC to WebDewey subscribers through their assigned authorization number and password.
- E. "DDC" means the Dewey Decimal Classification system which is owned and published by OCLC.
- F. "Browser" means browser functionality based on the DDC made available to Subscriber by OCLC.

2. **GRANT OF LICENSE.** Subject to these Terms, OCLC hereby grants to Subscriber a nonexclusive, nontransferable and nonassignable license to: (i) access the WebDewey service; (ii) use the WebDewey service in accordance with these Terms solely for the internal, noncommercial purpose of creating bibliographic records and metadata for materials (e.g., books, sound recordings) and electronic resources offered by Subscriber to its patrons. Such bibliographic records and metadata may display DDC numbers, but shall not display DDC captions; (iii) post the DDC22 Summaries (i.e., the first three levels of the DDC – for example, 500 Science is Level 1, 510 Mathematics is Level 2, 513 Arithmetic is Level 3) on Subscriber's website solely for the internal, noncommercial purpose of organizing the resources made available to its patrons via such website; and (iv) use Browsers (if any) solely for the internal, noncommercial purpose of facilitating organization and searching of electronic resources on Subscriber's website in accordance with OCLC's prevailing, published product descriptions, these Terms and any supplemental terms applicable to such Browsers issued by OCLC from time to time. If Subscriber chooses to use a Browser, Subscriber may post individual DDC number/title pairs on its website solely to the extent necessary to make use of the Browser as permitted hereunder. Such use of the DDC22 Summaries and/or Browsers shall be accompanied by the following information on the initial screen:

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[*Licensee shall update the second year in this date range as appropriate.]

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OCLC also makes Dewey Cutter Software available free of charge at the following url: <http://www.oclc.org/dewey/support/program>. Use of the Dewey Cutter Software provides access to the OCLC Four-Figure Cutter Tables and requires agreement to applicable terms contained in the free software download.

3. **UPDATES AND BROWSERS.** OCLC shall periodically make updates to the data accessible via the WebDewey service, using its best efforts to make these updates available on a quarterly basis. OCLC may, but shall not be obligated to, make one or more Browsers available to Subscriber solely for use in accordance with these Terms.
4. **RESTRICTIONS ON USE.** Subscriber shall use the WebDewey service and Browsers (if any) solely as authorized herein. Subscriber and Authorized Users may view screen displays of the data accessible via the WebDewey service and make copies of those screen displays only as are reasonably required for Subscriber's use of the WebDewey service as authorized hereunder; provided that such copying shall be no more extensive than is permitted by U.S. copyright law. Neither Subscriber nor Authorized Users acquire ownership rights to the WebDewey service or any Browser. Neither the WebDewey service nor any Browser may be disclosed, reproduced, distributed or transmitted in any form without the prior written consent of OCLC except as expressly permitted hereunder. Neither the WebDewey service nor any Browser may be resold or transferred. Subscriber shall not omit, obscure or hide from any Authorized User any disclaimers, proprietary rights notices or any other terms and/or conditions intended to be displayed to an Authorized User by OCLC. Subscriber and Authorized Users may not modify or expand the DDC numbering system or the meaning attached to the numbers in the numbering system. Except as expressly permitted by these Terms, Subscriber and Authorized Users may not permit display of or public access to DDC numbers or the captions or descriptions associated with those numbers.
5. **AUTHORIZATIONS AND PASSWORDS.** Upon acceptance of Subscriber's order, Subscriber will be provided with an authorization number and password that will permit Subscriber to access the WebDewey service. Subscriber is solely responsible for all security for and all use, including unauthorized use, of the WebDewey service initiated by such authorization number and password (including all claims arising therefrom), and shall promptly notify OCLC in writing of lost or stolen passwords and authorization numbers. Subscriber shall pay OCLC at OCLC's prevailing rates for any such unauthorized use of the WebDewey service. OCLC's sole obligation with respect to passwords and authorization numbers shall be to exert reasonable efforts to maintain the confidentiality of Subscriber's passwords and authorization numbers in OCLC's possession and to terminate lost or stolen passwords and authorization numbers upon receipt of Subscriber's notice.
6. **LICENSE FEE.** Within thirty (30) days after invoice, Subscriber shall pay the applicable annual license fee for the WebDewey service in accordance with such invoice. (OCLC may require some Subscribers to prepay such annual license fee.) All license fee payments shall be made in U.S. dollars (or such other currency as may be specified in the Order Form) at the address stated on the invoice. Fees specified under this Agreement are exclusive of any taxes. If OCLC, Subscriber's OCLC-affiliated regional network or OCLC's authorized distributor is required to collect a tax to be paid by Subscriber, Subscriber shall pay such tax to such party, as appropriate, on demand.
7. **WARRANTY AND LIMITATION OF LIABILITY.** OCLC warrants to Subscriber that it has the right to grant a license to use the WebDewey service and Browsers (if any) in accordance with these Terms. In the event of any claim that such use by Subscriber violates any third-party copyright or other intellectual property right, OCLC's liabilities and Subscriber's remedies shall be as provided in Section 8 below.

OCLC shall exert its reasonable best efforts to provide the WebDewey service in accordance with OCLC's prevailing, published product descriptions. EXCEPT AS PROVIDED IN THIS SECTION 7 AND IN SECTION 8 BELOW, OCLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE WEBDEWEY SERVICE OR ANY BROWSER, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. OCLC SHALL HAVE NO LIABILITY FOR ANY DOWNTIME OR UNAVAILABILITY OF THE WEBDEWEY SERVICE OR ANY BROWSER. OCLC SHALL NOT BE LIABLE FOR ANY INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR INFORMATION OF ANY KIND OR LOST PROFITS OR BUSINESS, HOWEVER CAUSED, WHETHER CLAIMED UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT OCLC IS MADE AWARE OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL OCLC'S AGGREGATE LIABILITY HEREUNDER EXCEED THE FEES PAID TO OCLC BY SUBSCRIBER PURSUANT TO THIS AGREEMENT FOR THE MOST RECENT SUBSCRIPTION YEAR.

8. **INFRINGEMENT CLAIMS.** OCLC, at its own expense, shall defend any action brought against Subscriber, to the extent that it is based on a claim that use of the WebDewey service or any Browser within the scope of these Terms infringes a United States copyright or other intellectual property right and shall hold Subscriber harmless from any liability for damages, reasonable attorneys' fees and other payments ordered by a court as a result of such a claim or resulting from the settlement thereof, provided Subscriber notifies OCLC promptly in writing of the action and OCLC has sole control of the defense and all negotiations for its settlement or compromise. Subscriber shall have the right to appoint an attorney to participate in such defense at Subscriber's expense, provided that such participation shall not derogate from OCLC's sole control of the defense and negotiations for settlement or compromise of the claim. In the event that the WebDewey service becomes, or OCLC is advised by outside counsel that it is likely to become, the subject of an infringement claim, OCLC may at its option either secure Subscriber's right to continue using the service, replace or modify it to make it noninfringing, or if none of the foregoing alternatives is reasonably available to OCLC, discontinue the service. In the event of such discontinuation by OCLC, Subscriber shall be entitled to a prorata refund of the license fee paid pursuant to Section 6. OCLC shall have no liability for any claim of infringement based on alteration of any Browser by Subscriber to the extent such alteration causes the infringement. **THE FOREGOING STATES THE ENTIRE LIABILITY OF OCLC AND SUBSCRIBER'S SOLE REMEDY WITH RESPECT TO INFRINGEMENT OF THIRD-PARTY PROPRIETARY RIGHTS BY THE WEBDEWEY SERVICE OR ANY PORTION(S) THEREOF.**

9. **TERM, RENEWAL AND TERMINATION.** Subscriber's WebDewey subscription shall automatically renew annually until terminated by one of the parties in accordance with this Section 9.

Ninety (90) days prior to the end of each annual period, OCLC will notify Subscriber by regular mail that Subscriber's subscription will automatically renew at the end of the current annual period. If Subscriber notifies OCLC, in writing, at least thirty (30) days prior to the renewal date that it does not wish to renew its subscription, Subscriber's subscription will terminate at the end of the current annual period. If Subscriber does not provide OCLC with such notice, Subscriber's subscription will be renewed for the next annual period and Subscriber will be invoiced for the applicable license fee.

Subscriber may terminate its rights under this Agreement at any time by notice to OCLC, provided that in the event of such termination, any license fees previously unpaid or other amounts due become immediately due and payable and Subscriber shall not be entitled to a refund of any license fees or other amounts paid.

If Subscriber breaches any of its obligations under this Agreement, OCLC may, in addition to any other remedies that it may have, at any time terminate this Agreement by not less than ten (10) days' prior notice to Subscriber specifying any such breach, unless within the period of such notice all breaches specified therein have been remedied. OCLC may terminate this Agreement upon notice to Subscriber if Subscriber becomes bankrupt or assigns its business for the benefit of creditors or if any receiver, trustee, or similar officer is appointed to take charge of Subscriber's business or properties.

Notwithstanding anything in these Terms to the contrary, OCLC reserves the right to suspend or refuse the provision of the WebDewey service to Subscriber for any reason on conditions generally applicable to WebDewey subscribers. In such case, Subscriber shall be entitled to a prorata refund of license fees paid.

In the event of a failure to renew or termination pursuant to this Section 9, Subscriber shall immediately: (i) discontinue use of and disable Authorized User access to the WebDewey service; (ii) remove Browsers and the DDC22 Summaries from its website; (iii) destroy all copies of data permitted by these Terms; and (iv) certify to OCLC in writing of its compliance with this paragraph. These Terms shall not be construed as requiring the removal of DDC numbers added to materials or electronic resources in accordance with these Terms prior to such failure to renew or termination.

10. **MISCELLANEOUS PROVISIONS.** OCLC may determine, add to, delete from or change at any time: (i) the technical and functional specifications, form and formats or availability of features of the WebDewey service and/or any Browser; and (ii) any of these Terms. Subscriber shall be bound thereby upon OCLC giving notice, which may be accomplished by online screen display or in applicable product descriptions or documentation.

Neither this Agreement nor any rights hereunder, in whole or in part, shall be assignable, sublicensable or otherwise transferable by Subscriber by operation of law or otherwise. OCLC may transfer or assign this Agreement or any rights or obligations under this Agreement upon thirty (30) days' written notice to Subscriber. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The WebDewey service, any Browser, the DDC22 Summaries, DDC numbers and captions, any copy of all or a portion thereof and all rights in each are the property of OCLC (or its third-party licensors) and all rights, title and interest therein shall remain in OCLC (or its third-party licensors).

These Terms, including the accompanying Order Form, are the complete and exclusive statement of the agreement between the parties concerning the subject matter hereof and may not be amended except by the written agreement of the parties. Any terms set forth on any Subscriber purchase order or ordering document will not apply and are superseded by the terms of this Agreement.

No waiver of any right or consent to any breach hereunder shall be effective unless in writing and signed by the party claimed to have waived or consented. No waiver of any right or consent to any breach shall constitute a waiver of any other right or consent to any other breach.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and the United States of America without regard to principles of conflicts of law.

Any notice of breach or termination under this Agreement shall be in writing, signed by the party giving notice, and shall be deemed properly given upon delivery into the mail of the country of the party giving notice, postage prepaid, registered or certified return-receipt-requested, or upon delivery to an established international courier (i.e., Federal Express, DHL, UPS), with a signature acknowledging receipt required, to the parties at the addresses set forth on the accompanying Order Form.

Neither party shall be liable for any failure or delay in performance under this Agreement (other than a delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (a) by causes beyond that party's reasonable control and occurring without its fault or negligence, or (b) by the failure of the other party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other party prompt written notice, specifying the cause of the delay, following the occurrence of the cause relied upon.

The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision shall not affect or impair the validity of the remaining provisions. In substitution for any provision held unlawful, there shall be substituted a provision of similar import reflecting the original intent of the parties hereto to the extent permissible under law.

All use of the WebDewey service and Browsers shall be in full compliance with U.S. export regulations. Subscriber shall serve as the importer and exporter of record for the WebDewey service or Browsers delivered to it by OCLC outside the U.S., by electronic means or otherwise, and shall pay and/or comply with all applicable export and import laws, customs, regulations, tariffs, duties, and fees, and procurement, data and technology transfer laws. Subscriber shall indemnify OCLC from all costs and damages arising from any failure to meet its obligations hereunder. OCLC's obligations hereunder are contingent upon necessary export licenses being obtained from federal agencies of the U.S.

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I have read and agree to the above Terms and Conditions:

(Authorized signature)X

Date