

SUBSCRIBER AGREEMENT BY AND BETWEEN OCLC CANADA AND SUBSCRIBER

This Subscriber Agreement ("Subscriber Agreement") states the terms by which OCLC Canada ("OCLC Canada") will provide _____ Library ("Subscriber") with access to certain e-Content Products ("Products") of third-party vendors ("Vendors") who are e-Content partners with OCLC Canada. OCLC Canada will provide Subscriber access to Products under the terms and conditions specified herein and under the terms and conditions as agreed to by each Vendor and Subscriber in the Vendors' Terms and Conditions. This Subscriber Agreement shall govern Subscriber's access to the Products currently selected, and all future Products to which Subscriber is provided access, by OCLC Canada.

1. This Subscriber Agreement is dependent upon the continued Agreement by and between OCLC Canada and Vendors to make available the Products. Should the Agreements between OCLC Canada and Vendors terminate for any reason, OCLC Canada will notify Subscriber as early as possible prior to that termination in order for Subscriber to make other arrangements for access.
2. Subscriber agrees to access and use the Products in accordance with each Vendors' Terms and Conditions. This Subscriber Agreement and the Vendors' Terms and Conditions represent the entire agreement for access to and use of the Products. Subscriber agrees to abide by the Vendors' Terms and Conditions, as revised from time to time, and as agreed to by Subscriber and Vendor.
3. Subscriber agrees to pay the fees as described in Attachment 1 or as previously provided by OCLC Canada, detailing the Products ordered and all corresponding charges. Subscriber agrees to pay OCLC Canada fees as invoiced within thirty (30) days of receipt of the OCLC Canada invoice. OCLC Canada will notify Vendor of Subscriber's failure to make such payments.
4. This Subscriber Agreement shall be governed by and construed in accordance with the laws of the province of _____.
5. OCLC Canada shall not be responsible for any technical support for the Products, but will provide basic customer service support.
6. OCLC CANADA PROVIDES ACCESS TO THE PRODUCTS AS IS. OCLC CANADA MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, WITH RESPECT TO THE PRODUCTS.

This Subscriber Agreement shall take effect upon the latest date of execution below (the "Effective Date"), by a duly authorized representative of Subscriber, and shall automatically renew each year on the Effective Date, except as otherwise provided by written notification from OCLC Canada to Subscriber, or from Subscriber to OCLC Canada. Access to the Products will commence on the first day of the following month of the received signed Subscriber Agreement provided it is received no later than ten (10) days prior to the following month. Renewals for access to the Products will coincide with the subscription start date or as otherwise specified by the Vendors.

SUBSCRIBER:

**OCLC CANADA, a division of OCLC Online
Computer Library Center, Inc.**

By: _____

By: _____

Title: _____

Title: Executive Director

Date: _____

Date: _____