Find the OCLC Dewey Cutter Program license agreement and the software download link. Before downloading the software, please read this license agreement and print a copy for your ("Licensee") reference. To proceed, click the I Accept button at the bottom of this page.

OCLC Microcomputer Software License Agreement

Prior to the download of the OCLC software selected, the institution ("Licensee") wishing to download any such program must indicate acceptance of the terms and conditions set forth in this OCLC Microcomputer Software License Agreement by clicking the "I Accept" button at the end of these terms.

1. OCLC Programs.

The terms of this agreement ("Agreement") govern Licensee's use of the downloaded microsoftware product. The product includes the following OCLC microcomputer programs: OCLC Arabic Cataloging software; OCLC Cataloging Label Program software; OCLC Cataloging Micro Enhancer for Windows software; OCLC CJK software; OCLC Connexion client software; OCLC ILL Micro Enhancer for Windows software; OCLC Passport for Windows software; Searching WorldCat: An OCLC Tutorial software; Dewey Cutter Program; OCLC Dewey Cutter Macro software; OCLC Multiscrrips Z39.50 Client; OCLC Permissions software; OCLC Submission Builder; Using InterLibrary Loan: An OCLC Tutorial software; and such other programs as OCLC may designate from time to time.

a. Ownership.

OCLC Online Computer Library Center, Inc. ("OCLC") owns, controls or licenses from third parties the aforementioned microcomputer programs which are designated to operate as set forth in OCLC's user manuals and/or reference guides. These microcomputer programs, manuals, and guides are collectively referred to in this agreement as "OCLC Programs."

b. License.

i. OCLC hereby grants to Licensee a nonexclusive, nontransferable and nonassignable license to load and use in object code form the OCLC Programs only and solely for Licensee's internal, noncommercial purposes. Licensee is granted a nontransferable, nonexclusive right to make copies of the OCLC Programs, solely as required for storage and use. Authorized downloading and use of OCLC Programs is limited to Licensee's employees and contractors acting on behalf of Licensee. Licensee is solely responsible for all unauthorized downloading and use of OCLC Programs including unauthorized downloading and/or use of OCLC Programs initiated by Licensee's authorizations and passwords. Licensee shall promptly notify OCLC in writing of lost or stolen passwords and authorizations. Licensee shall pay OCLC at OCLC's prevailing rates for unauthorized use of OCLC Programs hereunder. OCLC will terminate lost or stolen passwords and authorizations upon receipt of Licensee's notice. Upon such termination, OCLC will issue new passwords and authorizations to Licensee provided Licensee is in compliance with this Agreement and the lost or stolen passwords or authorizations were initially provided by OCLC. Licensee shall not reverse engineer, decompile or reverse assemble the OCLC Programs and shall reproduce and/or retain copyright notices and restricted rights legends on all copies made thereof and/or retained hereunder. If Licensee breaches any material term of this Agreement, Licensee's license to use such OCLC Program hereunder shall terminate immediately. Such
termination shall occur without further notice from OCLC.

ii. Notwithstanding the above, #ziplib (SharpZipLib, formerly NZipLib) software is licensed under the GNU General Public License version 2, June 1991 and may be used as set forth in that license. OCLC hereby disclaims all copyright interest in the program "#ziplib (SharpZipLib, formerly NZipLib)" written by Mike Krueger.

c. **Title.**
The OCLC Programs and all copies thereof are the property of OCLC or its suppliers and title thereto remains in OCLC or its suppliers. Licensee shall not sell, transfer, publish, disclose, display, or otherwise make available to any third party any OCLC Program or copy thereof, except as permitted in section 1.h of this Agreement. Licensee shall take appropriate action by instruction or agreement with its employees who are permitted access to the OCLC Programs or copies thereof to satisfy its obligations hereunder.

d. **Update Policy.**
OCLC may, but is not obligated to, update the OCLC Programs from time to time and will make these updates available electronically. In general, updates will be announced by OCLC, and Licensee will have an opportunity to acquire updated materials and interim patches from OCLC. OCLC shall not be obligated to make other OCLC software programs, processes, and products compatible with prior versions of the OCLC Programs after an updated version is introduced. If Licensee acquires or is provided updated materials, it will be licensed to use such updated materials under the terms of this Agreement and OCLC will make a general announcement electronically if it decides to terminate the right to use the copy of the preceding version.

e. **Warranties and Limitations of Liability.**
Except as above provided in this Subsection e, all OCLC Programs are provided "AS IS." OCLC MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, DISCLAIMING ALL SUCH WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OCLC'S LIABILITY, IF ANY, FOR DAMAGES, INCLUDING BUT NOT LIMITED TO LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR WARRANTY SHALL NOT EXCEED A REFUND OF THE FEES SPECIFIED BELOW IN THIS AGREEMENT ACTUALLY PAID BY LICENSEE FOR THE OCLC PROGRAMS, IN EXCHANGE FOR TERMINATION OF THIS AGREEMENT. IN NO EVENT WILL OCLC (OR ITS SUPPLIERS OR LICENSORS) BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF OCLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE AGREES THAT THE OCLC PROGRAMS ARE NOT CONSUMER GOODS FOR PURPOSES OF FEDERAL OR STATE WARRANTY LAWS.

While the license granted in Section 1.b.i. permits the downloading of OCLC Programs on computers not controlled or owned by Licensee for the purpose of conducting Licensee's business, OCLC SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO ANY OF LICENSEE'S EMPLOYEES OR CONTACTORS FOR ANY DAMAGES CAUSED BY THE DOWNLOADING AND USE OF OCLC PROGRAMS INCLUDING BUT NOT LIMITED TO THE DAMAGES TO THE COMPUTER HARDWARE, DATA, OR INFORMATION OF ITS EMPLOYEES OR CONTACTORS.

The terms of this Agreement inure to the benefit of all suppliers of third party software used to develop the programs.

f. **Term and Termination.**
The license granted herein for each release of an OCLC Program shall terminate effective as of the date OCLC publicly announces that it will no longer support such release following availability of a new release or update of such OCLC Program. Licensee shall be responsible for monitoring OCLC's web site for such "end-of-support" announcements. If Licensee breaches this Agreement, the license granted by this Agreement will terminate immediately. Upon any termination of license rights under this Agreement with respect to any
OCLC Programs, Licensee shall thereupon destroy all such OCLC Programs, together with all copies thereof made or permitted to be made by Licensee.

g. **Injunctive Relief.**
Licensee agrees that if any transfer or unauthorized copy of an OCLC Program is made, OCLC will have the right to obtain an injunction in addition to any other rights and remedies to which it may be entitled. Licensee agrees to be responsible for all costs incurred by OCLC in protecting its rights hereunder against unauthorized copying and transfer by Licensee, including all attorneys' fees reasonably incurred by OCLC.

h. **Transfer.**
Licensee’s rights and obligations under this License Agreement may be assigned and delegated together by Licensee only with a transfer of ownership of a machine with which the OCLC Program or Programs may be used, and a transfer of all copies of OCLC Programs subject to this Agreement, in which case the transferee shall be deemed the sole Licensee under this Agreement, and shall assume all of Licensee's obligations hereunder.

i. **Exports and Imports.**
Licensee assures OCLC that Licensee intends to use OCLC Programs only in the country where such are delivered to Licensee, and that Licensee has no intention to, nor shall, ship, export or reexport copies of OCLC Programs, directly or indirectly, to any other country. All deliveries shall be deemed to be made at the shipping point. Licensee shall be responsible for paying and/or complying with any and all import laws, customs, regulations, tariffs, duties and fees, procurement, and data and technology transfer laws, of the country into which any import is made. If OCLC performs some or all of Licensee's obligations as importer, at OCLC's discretion, Licensee shall reimburse all of OCLC's expenses and payments incurred in discharging such obligations, as invoiced. OCLC has no obligation to deliver, and Licensee shall not download OCLC Programs for delivery, to countries to which export of OCLC Programs is prohibited by U.S. law.

j. **Terms Specific to Individual OCLC Programs.**
Licensee understands that certain OCLC Programs are designed for use with the OCLC online system. All access to and use of such system therein shall be subject to the terms of separate OCLC agreements and use of bibliographic records is subject to the Guidelines for the Use and Transfer of OCLC-Derived Records. The availability of some features in such OCLC Programs may be conditioned upon the availability of features in such system which are only in development and scheduled for later release. OCLC reserves the right to change the system, and does not guarantee that the OCLC Programs will be capable of working with all features of the system.

k. **Terms for OCLC CJK Software.**
Licensee agrees that, when carrying out input of bibliographic and related data into WorldCat, as permitted or required under separate OCLC agreements referred to herein, Licensee shall input such data in OCLC CJK software vernacular characters, if any, as permitted by the OCLC CJK software online cataloging system and applicable data fields in WorldCat. Licensee agrees that OCLC shall not be obligated, under separate OCLC agreements referred to herein or otherwise, to

i. provide any online processes or services in OCLC CJK software vernacular except for online-cataloging (i.e., the functions currently known as "Produces/First Time Updates;" "Reclassifications Produces/Update;" and "Retrospective Conversion;" "Holdings Display"); nor

ii. provide any offline products in OCLC CJK software vernacular other than products OCLC makes generally available to its users. OCLC Tutorial software programs are created with Toolbook from Click2learn. Portions of the Programs are created with various third-party software (see the Programs for details). Portions © 1990-2002 Click2learn, Inc. All Rights Reserved.
OCLC Access Suite Programs are subject to U.S. GOVERNMENT RESTRICTED RIGHTS. Use, duplication and disclosure are subject to restrictions stated in a license agreement with OCLC Online Computer Library Center, Incorporated. Unpublished: Rights Reserved under the Copyright Laws of the United States.

As to Click2learn, Inc. Software: U.S. GOVERNMENT RESTRICTED RIGHTS. The Software and written materials accompanying the Software are provided with RESTRICTED RIGHTS. If you are an agency of the United States Government, the following clause applies to this license. The Software is commercial computer software developed a private expense. Software provided to the United States Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere therein. All Software provided to the United States Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in the Commercial Computer Software-Restricted Rights at FAR, 48 CFR 52.227-14 (JUNE 1987) or The Rights in Technical Data and Computer Software clause at DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable. Use, duplication or disclosure by the United States Government is subject to restrictions as set forth therein. Manufacturer is Click2learn, Inc., 110-110th Avenue N.E., Bellevue, Washington, U.S.A. 98004.

I. Terms for #ziplib (SharpZipLib, formerly NZipLib) software.
A complete machine-readable copy of the #ziplib corresponding source code is available for three years from the date of your download from OCLC for a charge of not more than OCLC’s cost of physically performing source distribution. Please contact OCLC at oclc@oclc.org and note "OCLC Connexion software" in the subject line.

2. Severability.
If any provision of this Agreement is held to be invalid or unenforceable, it will be construed to have the broadest interpretation that would make it valid and enforceable under such holding. Invalidity or unenforceability of a provision will not affect any other provision of this Agreement.

3. Entire Agreement.
This is the final, complete, and exclusive Agreement between the parties as to the subject matter hereof, and there are no other contracts, express or implied, with respect thereto. This Agreement may only be modified by a writing signed by both parties.

I Accept