Cataloging software downloads

1. Review Terms and Conditions

OCLC software download Terms and Conditions

You agree to these OCLC Software License terms and conditions upon download of the software.

1. OCLC Programs.

This Agreement governs Licensee's use of the OCLC Software. The “OCLC Software” includes the following current OCLC software programs and future updated versions: Catalog Label Program software, OCLC Dewey Cutter Macro software; OCLC Permissions software; OCLC Submission Builder software; Digital Archive Uploader software, WorldCat.org browser plug-ins, WorldCat.org search box, OCLC Research software, and such other software programs as OCLC may designate from time to time.

a. License.

i. OCLC hereby grants to Licensee a nonexclusive, nontransferable and nonassignable license to load and use the OCLC Software in object code form only, and solely for Licensee's internal, noncommercial purposes. Licensee may make a reasonable number of copies of the OCLC Software for backup purposes. Licensee shall not reverse engineer, decompile or reverse assemble the OCLC Software and shall reproduce and/or retain all copyright notices and restricted rights legends on all copies of the OCLC Software made hereunder.

ii. Licensee shall exercise all commercially reasonable efforts to prevent unauthorized access to OCLC Software and is solely responsible for any access initiated using Licensee’s credentials. Licensee shall immediately notify OCLC of a suspected or actual loss, theft or disclosure of any credentials and of any unauthorized access. Should OCLC become aware of unauthorized use of Licensee’s credentials or unauthorized access to OCLC Software, OCLC will notify Licensee and may deactivate affected credentials. Licensee is responsible for authorizing its employees with access to OCLC Software, assigning privileges, and creating, maintaining, and terminating accounts.

iii. Licensee understands that the OCLC Software is designed for use with certain OCLC online systems and services (the “OCLC Systems”) and that access to and use of the OCLC Systems are subject to the terms of separate OCLC agreements. Licensee acknowledges that use and transfer of records and other information from WorldCat received through the use of the OCLC Software are subject to the “WorldCat Rights and Responsibilities,” as modified from time to time (the “Policy”). A copy of the current version of the Policy is available at the following url: http://www.oclc.org/worldcat/community/record-use/policy.en.html.
iv. The availability of some features in the OCLC Software may be conditioned upon the availability of features in the OCLC Systems. OCLC reserves the right to change the OCLC Systems, and does not guarantee that the OCLC Software will be capable of working with all features of the OCLC Systems.

v. The OCLC Software is 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, Inc. Unpublished: Rights Reserved under the Copyright Laws of the United States.

b. Title.

The OCLC Software and all copies thereof are the property of OCLC and/or its suppliers and all rights, title and interest thereto remains in OCLC and/or its suppliers. Licensee shall not sell, transfer, publish, disclose, display, or otherwise make available to any third party any OCLC Software or copy thereof. Licensee shall inform its employees who are permitted access to the OCLC Software, through agreement or instruction, of Licensee’s obligations under this Agreement and any usage restrictions applicable to the OCLC Software.

c. Update Policy.

OCLC may, but is not obligated to, update the OCLC Software 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 maintain compatibility for any prior versions of the OCLC Software after an updated version is made available. If Licensee obtains the updated OCLC Software, the terms of this Agreement will continue to govern the use of such updated OCLC Software. OCLC will make a general announcement electronically if it decides to terminate the right to use the copy of the preceding version of the OCLC Software.

2. Disclaimers and Limitation of Liability.

THE OCLC SOFTWARE IS PROVIDED "AS IS." OCLC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OCLC SOFTWARE AND DISCLAIMS 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 ACTUALLY PAID BY LICENSEE FOR THE OCLC SOFTWARE, 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 SOFTWARE IS NOT A CONSUMER GOOD FOR PURPOSES OF FEDERAL OR STATE WARRANTY LAWS.

3. Term and Termination.

a. The license granted herein for each release of the OCLC Software shall terminate effective as of the date OCLC publicly announces that it will no longer support such release. Licensee shall be responsible for monitoring OCLC’s web site for such "end-of-support" announcements.

b. If Licensee breaches this Agreement, the license granted by this Agreement will terminate immediately. Upon any
termination of license rights under this Agreement, Licensee shall destroy all OCLC Software in its possession, together with all copies thereof made by Licensee.

4. Additional Terms.

a. Injunctive Relief.

Licensee agrees that if any transfer or unauthorized copy or use of the OCLC Software 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 use, copying and transfer by Licensee, including all attorneys’ fees reasonably incurred by OCLC.

b. Assignment.

Licensee’s rights and obligations under this License Agreement may not be assigned or delegated by Licensee without the prior written consent of OCLC. The terms of this Agreement inure to the benefit of all suppliers of third party software used to develop the OCLC Software.

c. Exports and Imports.

Licensee assures OCLC that Licensee intends to use the OCLC Software only in the country where initially downloaded by Licensee, and that Licensee will not use, ship, export or reexport copies of OCLC Software, directly or indirectly, in or to any other country. Licensee shall be responsible for paying and/or complying with any and all laws, customs, regulations, tariffs, duties and fees, procurement, and data and technology transfer laws, of the country into which any import is made. Licensee shall not download the OCLC Software to countries to which export of the OCLC Software is prohibited by U.S. law.

d. 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.

e. 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.

2. Accept Terms and Conditions before downloading software

☐ I accept