



*Cataloger's Desktop*  
TERMS AND CONDITIONS

These Terms and Conditions, effective as of the date the Subscriber has received access to the Service after having paid the fee, are agreed to between the Library of Congress, Cataloging Distribution Service ("Publisher"), of 101 Independence Avenue, S.E., Washington, DC 20541 USA, and \_\_\_\_\_ ("Subscriber"), with a primary business address of \_\_\_\_\_.

**I. Definitions**

- A. Publisher:** Library of Congress, Cataloging Distribution Service.
- B. Subscriber:** Licensee of the Service.
- C. Service:** *Cataloger's Desktop*, a product providing World Wide Web access to cataloging documentation from the Library of Congress and other institutions. The Service also includes such additional features, including but not limited to enhanced functionality, software upgrades, and new data files, as may be added to *Cataloger's Desktop* during the term of the Subscription. Certain functionality, upgrades, and enhancements may be subject to additional conditions prescribed by Publisher beyond those contained in these Terms and Conditions; in that event, Subscriber will have the option either to elect access to such additional features subject to such additional conditions, or to decline access to such additional features.
- D. Subscription:** Access of the Subscriber to the Service for a renewable twelve-month period, beginning on the date on which the Subscriber receives user name and password access and/or IP address access from the Publisher.
- E. Server:** The server, either the Publisher's server or a third party server designated by the Publisher, on which the Service is mounted and may be accessed.
- F. Authorized User:** Users who are permitted to access the Service pursuant to the Subscription, within the limitations applicable to the subscription type and site.
- G. Solo User:** The Authorized User under a Subscription permitting access to the Service by one individual. Access is by user name and password from any location where the user has Web access.
- H. Concurrent User:** Authorized Users under a Subscription permitting access to the Service by a designated number of users who may access the Service at the same time using Subscriber user name and password or Subscriber designated IP address.



## I. Subscriber's Site:

**Public Library Site:** is defined by geographic/service area and is limited to a single main library and its branches (i.e., libraries under a single director/board of trustees). Authorized Users are limited to current library staff and library patrons accessing the Service while in the library or by Remote Access.

**Academic Library Site:** is limited by geographic site and Authorized Users. Each geographically distinct campus shall be treated as a separate site for purposes of the Service. Adjunct facilities to a campus may be considered part of an Academic Library Site if they are under a single integral institution with one billing address and are part of a single student admissions program. An Academic Library Site does not include a consortium of libraries, multi-campus institutions, shared local systems, statewide networks, or secondary relationships with shared facilities. Authorized Users at academic institutions are limited to current faculty and staff, currently enrolled students, and authorized patrons of the Subscriber's library, who are primarily affiliated with the licensed campus. On-site and Remote Access are permitted.

**Special Library Site:** is limited to a single corporate or other special library (e.g., a law firm library). A separate subscription is required for each geographically distinct operational entity. Authorized Users are limited to current employees or patrons who are served by the Special Library. On-site and Remote Access are permitted.

**J. Remote Access:** Off-site access requiring the Authorized User to first log on to the library system's local computer using a current authorized library card or other library-controlled authorization before accessing the Service.

**K. Fee:** The fee for the Service set forth in Publisher's then-current fee schedule.

## II. Usage Rights

- A. The Publisher grants to the Subscriber the non-exclusive and non-transferable right for its Authorized Users to access the Service via the Server, upon payment of the Fee and subject to these Terms and Conditions. Access rights consist of the right of Authorized Users to view, retrieve, display, and store notes with respect to, the Service's content, as part of routine work activities such as cataloging and classification. Access rights do not include the right to redistribute all or any part of the Service content to third parties except as specifically permitted in these Terms and Conditions.
- B. A Subscription for a Solo User may be used by any one person at any one time, without regard to that person's identity. A Subscription purchasing a right of access for Concurrent Users permits use of the Service by a particular number of individuals at any one time without regard to their identities.
- C. Subscriber and Authorized Users acquire no ownership rights to any data or portions thereof provided via the Subscription; to the proprietary software underlying the Service; or to documentation provided to access the Service.



- D. During any 24-hour period, Subscriber may print up to twenty (20) screens of Service content per Solo User, or twenty (20) screens of Service content multiplied by the number of Concurrent Users, as applicable.

### **III. Prohibited Uses** – Subscriber and Authorized Users may not:

- A. Print Service content except as authorized in these Terms and Conditions.
- B. Make local electronic copies of all or any part of Service content beyond what is required for normal functioning of Web browser software and simple copying-and-pasting of up to ten (10) consecutive lines of text at a time and not exceeding a total of three hundred (300) lines of text per day, per Solo User or per the number of Concurrent Users, as applicable.
- C. Use all or any part of Service content for any commercial use, except as permitted by Section II.A.
- D. Distribute all or any part of Service content to anyone other than the Subscriber's Authorized Users.
- E. In any way modify, reverse engineer or create derivative works from Service content, or the software used in this site, which is provided under a license agreement between NextPage Corporation and the Publisher.
- F. Permit access to the Service by persons who are not Authorized Users.
- G. Engage in activity that may burden Publisher's server(s), such as computer programs that automatically download content, commonly known as web robots, spiders, crawlers, wanderers or accelerators.
- H. Utilize any mechanism which would enable the number of Authorized Users concurrently accessing the service via the Subscription to exceed the number of paid concurrent logons.

### **IV. Publisher Undertakings**

- A. Publisher will exert reasonable efforts to provide the Service in accordance with then-current published product descriptions, and will periodically update Service content.
- B. Publisher will use reasonable efforts to provide continuous availability of the Service subject to periodic unavailability due to maintenance of the Publisher's server(s), the installation or testing of software, the loading of data, and downtime related to equipment or services outside of the Publisher's control.



## V. **Subscriber Undertakings**

- A. Subscriber will notify Publisher of nonconformities between the Service and product descriptions, and of any errors or inaccuracies in the Service content of which Subscriber becomes aware.
- B. Subscriber is responsible for all security for and all use of the Service initiated by persons using Subscriber's user names and passwords or accessing the Service through Subscriber's IP address.
- C. Subscriber will use reasonable efforts to notify Authorized Users of these Terms and Conditions and will take steps to protect the Service from unauthorized use of the Service or other breach of these Terms and Conditions.
- D. Subscriber will issue passwords and user names and other access information only to Authorized Users and will use reasonable efforts to ensure that Authorized Users do not divulge their passwords, user names, or other access information to any third party.
- E. Subscriber will use reasonable efforts to monitor compliance with these Terms and Conditions and immediately upon becoming aware of any unauthorized use of the Service or other breach of these Terms and Conditions, or of lost or stolen user names and passwords, inform Publisher and take all reasonable and appropriate steps, including disciplinary action, both to ensure that the activity ceases and to prevent any recurrence.
- F. When using the Service outside the United States, Subscriber shall be the exporter and importer of record of the Service by electronic means or otherwise, and is responsible for determining and complying with all applicable United States and foreign export and import, procurement data and technology transfer laws, rules, regulations, customs, tariffs, duties, and fees.

**VI. Legal Notices** including information about privacy, security, and copyright are located at <http://www.loc.gov/cds/desktop/LegalNotices.html>

## VII. **Warranties**

- A. While the Publisher and its suppliers and licensors have attempted to minimize inaccuracies and defects in the data and services furnished, the data and services are provided AS IS. THE PUBLISHER, ITS SUPPLIERS AND/OR LICENSORS MAKE NO EXPRESS WARRANTIES AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. Subscriber acknowledges that the Internet is an unsecured, unstable, unregulated disorganized and unreliable environment, and that the ability of Publisher to deliver the on-line services may be dependent upon the Internet and equipment, software, systems, data and services provided by various telecommunications carriers, equipment



manufacturers, firewall providers and encryption system developers and other vendors and third parties. Neither party shall be liable for or have the right to terminate the Subscription as a result of any delays or failures to perform any of its obligations hereunder to the extent that such delays or failures are due to circumstances beyond its reasonable control, including acts of God, strikes riots, acts of war, power failures, functions or malfunctions of the Internet, telecommunications services, firewalls, encryption systems and security devices, or governmental regulations imposed after the date that the Subscription was purchased.

- C. Publisher, its suppliers and/or licensors shall not be liable for any loss or damage (including special, exemplary, incidental or consequential damages), lost profits, loss of business, loss of or damage to data, downtime or unavailability, resulting from or in connection with the use or inability to use the Service. Subscriber hereby acknowledges that use of the Service is at Subscriber's sole risk.
- D. Publisher further makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program.

### **VIII. Term and Termination**

- A. Subscriptions will be offered on an annual basis to commence when Subscriber has paid the Fee and received access to the Service from Publisher and terminating one year after the date that such access is granted. Beginning three months before the conclusion of the Service period, Subscriber will receive bi-weekly e-mails informing Subscriber of the termination of the service. If not renewed, the Service will be terminated at the end of the Service period. If renewed within sixty (60) days of the conclusion of the Service period, the Subscription will be reactivated, subject to these Terms and Conditions.
- B. The Subscription may be terminated if Subscriber commits a material breach of these Terms and Conditions. All "Prohibited Uses" listed in Section III of these Terms and Conditions shall be considered material breaches.
- C. In the event that either party believes the other has materially breached any obligations under these Terms and Conditions, the non-breaching party shall so notify the breaching party in writing. That party shall have thirty (30) days from receipt of this notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Subscription without further notice.
- D. Notwithstanding Section VIII(C), above, in the event that Publisher reasonably believes that Subscriber has materially breached its obligation not to download or print Service content, except as authorized by these Terms and Conditions, Publisher shall have the right to immediately suspend or terminate the Service. Publisher may, in its sole



discretion, upon notice to Subscriber, permit Subscriber thirty (30) days in which to negotiate for resumption of access to the Service.

- E. Notwithstanding anything in these terms to the contrary, the Publisher reserves the right to terminate the Subscription at any time. In that case and unless otherwise provided under these Terms and Conditions, the Publisher shall promptly refund to the Subscriber on a prorated basis fees previously paid by the Subscriber to the Publisher with respect to the unexpired portion of the Subscription term.
- F. Publisher reserves the right to remove or purge Subscriber's data stored with the Service more than ninety (90) days beyond the date of termination of the Subscription.

**IX. Notices** Any notices to be served on either of the parties by the other shall be sent by certified mail, postage prepaid, and by facsimile. All such notices shall be deemed to have been received within seven (7) days of posting/transmission by facsimile. Publisher's address for notice: Attn: Chief of CDS, Cataloging Distribution Service, Library of Congress, Washington, DC 20541-4912 USA. Fax: (202) 707-3959.

**X. Entire Agreement** These Terms and Conditions constitutes the entire agreement of the parties and supersede all prior communications, understandings and agreements relating to the subject matter of these Terms and Conditions, whether oral or written.

AGREED AND ACCEPTED:

**FOR THE LIBRARY OF CONGRESS:**

**FOR SUBSCRIBER:**

[Signature] \_\_\_\_\_

[Signature] \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_