



SITE SUBSCRIPTION ORDER FORM

The site subscription is designed for multi-user environments where one concurrent user (with the option to add additional concurrent users) is shared with an unlimited number of individuals within the same institution.

In order for ALA to create your **site subscription**, please complete the details requested below and fax or e-mail them back to Amigos. The signature on page 7 of the license terms is required.

Please be sure to include IP ranges if you want your subscription account to be IP authenticated. Enter a list of ranges e.g.: 10.1.0.0 - 10.11.0.0. Each range should be entered in a new box (if you have more than six IP ranges, please include that information in the fax or e-mail cover to your order).

ALA will send you confirmation details as soon as your subscription has been activated.

Site subscription required information. All fields marked with an * are required:

* **We had an open access subscription during the RDA test period.** yes no don't know

***IP Ranges:**

***User Name:** (your preferred login name with no spaces—you can log in with this from off-site)

***Password:** _____

(select the password you wish to use to access the system—you can log in with this from off-site)

***Confirm Password (retype your preferred password):** _____

***E-mail address:** _____

***Confirm E-mail (retype e-mail):** _____

***OCLC Symbol:** _____

***Number of concurrent users:** _____

*Your Name: _____

*Company/Institution Name: _____

*Title/Department: _____

*Address 1: _____

*Address 2: _____

*City: _____ *State: _____ *Zip/Postal: _____

*Country: _____

*Phone: _____

*E-mail: _____

*Fax: _____

***Payment Options and Library's Authorization (Please check one):**

- One user subscription for Amigos member (no charge).
- Invoice institution per standard Amigos policies and procedures.
- Deduct from institution's Member Discount Services Deposit Account.

Purchase order number, if required by institution (not required by Amigos): _____

Authorizing Signature: _____

Title: _____ **Date:** _____

Please return the order form via fax or scanned copy by e-mail attachment **with a full copy of the signed license agreement to:**

Bill Walker
Amigos Library Services
Fax: (972) 991-6061
E-mail: walker@amigos.org
Phone: (972) 851-8000 or (800) 843-8482 ext. 2853

RDA Toolkit License Agreement

This Agreement is between Licensee as defined below and Licensor as defined below. Licensor's written acceptance may be indicated by the sending of an electronic message to Licensee informing Licensee that the subscription to the RDA Toolkit has begun.

Licensing Institution: _____
Address: _____

City, State, Zip: _____
Country _____

Contact person responsible for administration of *RDA Toolkit*:

Name: _____
Address: _____

City, State, Zip: _____
Telephone: _____
Fax: _____
E-Mail: _____

1. Definitions.

- 1.1. **Site.** Site means (i) an individual location, or (ii) a single institution having multiple libraries or other institutions/organizations at the same location, where such libraries or institutions/ organizations are associated under one integral institution, provided said libraries or institutions/organizations have a single, shared point of shipment and billing/point of contact address. The term "Site" does not include a consortium of libraries or other institutions/ organizations, multi-campus institutions, shared local systems, state-, province-, county- (or equivalent) wide networks or secondary relationships with shared facilities.
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7. Termination.
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7.2. Termination for Cause. In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of 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 this time period, the non-breaching party shall have the right to terminate the Agreement without further notice.

7.3. Effect of Termination. Upon Termination of this Agreement for any reason, the license to RDA Toolkit by Licensee and Authorized Users shall be terminated. In the event of termination for cause by the Licensee, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid to Licensor by Licensee for any remaining period of the Agreement from the date of termination. The provisions of Sections 7.3, 8, 10, and 11 shall survive any expiration or termination of this Agreement.

8. Ownership.

8.1. RDA Toolkit, any copy of all or a portion thereof and all rights in each are the property of Licensor (or its third-party licensors) and all rights, title and interest therein shall remain in Licensor (or its third-party licensors). RDA Toolkit is subject to all applicable copyright (including Fair Use), database protection, and other rights of the stated owner and publisher under the laws of the United States and other countries. Copyright notices may not be removed, obscured, or modified in any way. RDA and RDA Toolkit are either registered or unregistered trademarks of Licensor. Licensee shall not take any action to jeopardize, limit, or interfere in any manner in Licensor's ownership or rights with respect to the RDA Toolkit.

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10.1. Licensor warrants that it is entitled to grant the License granted in this Agreement and is authorized to execute this Agreement. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, LICENSOR MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO RDA TOOLKIT, INCLUDING THE QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, AVAILABILITY, OPERATION, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE FOR: EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LICENSE GRANTED HEREUNDER, AND AS TO ALA, THE USE OR INABILITY TO USE RDA TOOLKIT, TERMINATION OF THIS AGREEMENT, OR THE LOSS OF DATA, BUSINESS, OR GOODWILL, EVEN IF LICENSOR IS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER LICENSOR SHALL NOT BE LIABLE FOR: EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH LICENSOR'S PERFORMANCE UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF ANY BREACH OR TERMINATION OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY THE LICENSEE TO LICENSOR FOR THE LICENSE FEE FOR THE CURRENT

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10.2. The Licensee shall use reasonable endeavors to: a) notify all Authorized Users of the importance of respecting the intellectual property rights in RDA Toolkit; b) notify Authorized Users of the terms and conditions of this license and take steps to protect RDA Toolkit from unauthorized use or other breach of this License; and c) will make reasonable efforts to ensure that only Authorized Users are permitted access to RDA Toolkit. Upon becoming aware of any unauthorized use or other breach, Licensee shall immediately notify Licensor and take all reasonable and appropriate steps, both to ensure that such activity ceases and to prevent any recurrence.

11. Miscellaneous.

11.1. **Modifications.** This Agreement constitutes the entire agreement between the parties and may be amended only by a written instrument signed by both parties except as set forth below. For the product (RDA Toolkit) itself as opposed to this Agreement, Licensor may determine, add to, delete from or change at any time the technical and functional specifications, form and formats or availability of features of RDA Toolkit comparable to current standards in the scholarly information provision industry, including notifications.

11.2. **Assignment.** Neither this Agreement nor any rights hereunder, in whole or in part, shall be assignable, sublicensable or otherwise transferable by Licensee by operation of law or otherwise. Licensor may transfer or assign this Agreement or any rights or obligations under this Agreement upon thirty (30) days' written notice to Licensee. Any such assignment must subject the third party to all the same responsibilities, defenses and claims the Licensee would have against the Licensor. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11.3. **Waiver.** 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.

11.4. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the United States of America without regard to principles of conflicts of law.

11.5. **Notice.** 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 by the contact person responsible for administration of RDA Toolkit required.

11.6. **Headings.** The headings used in this Agreement are for convenience only and are not to be considered in construing the terms of this Agreement.

I have read and agree to adhere to and abide by all the terms and conditions stated above, and I certify that I am authorized to sign this Agreement on behalf of the Licensee identified on the first page of this agreement.

Licensee

ALA-Publishing

Name

Donald E. Chatham

Name

Title

Director, ALA Publishing

Title

Signature

Signature

Date

Date

License Commencement Date