This is an Institutional License Agreement (the “Agreement”) between the Licensee and Credo Reference Limited (“Credo”). The License Agreement must be signed by an officer of the Licensee’s institution.

Through this Agreement, Credo will allow access to and use of (a) certain licensed Works as set forth on Appendix 1 hereto (the “Works”), (b) the Credo Online Reference Service platform (the “Platform”) and, if applicable, (c) certain services as set forth on Appendix 2 and/or Appendix 3 hereto (the “Services”), either on a subscription basis where it provides the right of the Licensee to access certain Works, Platform and/or Services over a specific term (“Subscription”) or on a purchase basis where Credo provides the Licensee with the right to perpetual access to certain Works, Platform and/or Services (“Purchase”), including all or a subset of such Works listed at http://corp.credoreference.com/solutions/credo-online-reference-service/content.html, any such Works created or developed by Credo, and such other additional Works, Platform or Services as Credo may provide (collectively, which, for purposes of clarity, include all Works, Platform and Services, the “Licensed Material”), under the terms and conditions set forth herein.

The Licensee’s authorized users may use the Licensed Material for the Term of the Agreement. ‘Authorized users’ are (a) every member of staff employed by or otherwise accredited by the Licensee, (b) every student accredited to the Licensee for the purpose of full-time or part-time attendance, and (c) individual members of the public registered as users of the Licensee’s library or information service and walk in users; in each case who are permitted access to the Licensed Material by the Licensee.

FEES AND PAYMENTS

Upon receipt of the signed Agreement from Licensee, Credo will initiate the activation of the Platform and/or provide access to Subscription or Purchased Licensed Material and invoice Licensee. Payment terms are net 30 from the date of invoice. The Licensee agrees to pay all fees and charges incurred in connection with this Agreement and any License Material, including applicable taxes at the rates in effect when the charges were incurred. Credo may change rates for any Licensed Material under this Agreement in the normal course of business. In that case, the Licensee will be notified of the new rates (if any) in the Credo annual renewal notice which the Licensee will receive no less than four weeks prior to the end of the Licensee’s applicable Term.

USAGE RIGHTS

Throughout the Term Credo grants the Licensee the non-exclusive and non-transferable rights to:

1. Access the Platform in order to search, view, retrieve, and display reference entries and other multi-media materials (where applicable) included in the Licensed Materials;

2. Electronically bookmark, download and save individual entries included in the Works;

3. Print out single copies of individual entries found in the Works for purposes of private study or research.

LIMITATIONS ON USE

The Licensee may not:

1. Remove or alter the authors’ names or Credo’s name or third party copyright notices or other means of identification or disclaimers as they appear in Licensed Materials;

2. Systematically make printed or electronic copies of multiple entries or sections of Licensed Materials for any purpose; or

3. Display or distribute any part of the Licensed Materials on any electronic network, including, without limitation, the Internet and the World Wide Web.

The Licensee must obtain the written permission of Credo in order to:

1. Use all or any part of the Platform or Licensed Materials for any commercial use, meaning any use for the purposes of monetary reward (whether by the Licensee or any other person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation;
2. Intentionally distribute the whole or any part of Licensed Materials;

3. Publish, distribute, or make available works based upon the Licensed Materials, or works which combine the Licensed Material with any other material; or

4. Alter, abridge, adapt, or modify Licensed Material.

Nothing in this Agreement shall limit the Licensee's rights to make fair use of Licensed Material or Platform, as that term is defined by the courts.

The Licensee shall use all reasonable efforts to only permit access by Authorized Users.

The Licensee shall use all reasonable efforts to ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights relating to the Licensed Materials.

The Licensee shall use all reasonable efforts to notify Authorized Users of the terms and conditions of this License and to protect Credo from any use that is not permitted under this Agreement, and shall notify Credo of any such use of which the Licensee becomes aware. In the event of any unauthorized use of Credo, Credo shall have the right to immediately suspend the Licensee's access to Credo and to work with Licensee to resolve the situation expeditiously. Any failure to fulfill the Licensee's obligations under this Section shall be considered a material breach of this Agreement.

ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The Licensee acknowledges that all copyrights, patent rights, trademarks, services marks, trade secrets and other intellectual property rights relating to Credo (collectively the "Credo Intellectual Property"), are the sole and exclusive property of Credo and the third party publishers who have licensed their Works to Credo and that this Agreement does not convey to the Licensee any right, title, or interest therein except for the right to use the Licensed Material in accordance with the terms and conditions of this Agreement. The Licensee further acknowledges that Credo may use portions of the Licensed Material and the Licensee’s name, logo, graphic, photo, or other marks to (a) customize the Licensed Materials on behalf of the Licensee and (b) for Credo's marketing and promotional purposes on Credo's website or otherwise, including referencing that Licensee is a customer of Credo, provided that any logo, graphic, photo, or other marks of the Licensee’s, continue to be the property of the Licensee. The provisions of this Section shall survive the termination of this Agreement for any reason.

DISCLAIMER OF WARRANTIES AND FORCE MAJEURE

Credo disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material displayed in the Licensed Material. Credo disclaims any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any information or material. Credo disclaims any responsibility for any harm resulting from downloading or accessing any information or material through the Service.

THE LICENSED MATERIAL IS PROVIDED "AS IS." WITH NO WARRANTIES WHATSOEVER. CREDO EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. CREDO DISCLAIMS ANY WARRANTIES REGARDING THE ACCURACY, SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICE. CREDO DISCLAIMS, ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE LICENSED MATERIAL.

YOU UNDERSTAND AND AGREE THAT IF YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE LICENSED MATERIAL, YOU DO SO AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS IN THE DOWNLOAD OF SUCH MATERIAL OR DATA.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

Limitation of Liability

EXCEPT IN THE CASE OF DEATH OR SERIOUS INJURY, UNDER NO CIRCUMSTANCES SHALL CREDO BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF OR RELIANCE ON THE LICENSED MATERIAL. ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF CREDO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE OF THE LICENSED MATERIAL, FROM INABILITY TO USE THE LICENSED MATERIAL, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE LICENSED MATERIAL (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY LINKS PROVIDED IN THE LICENSED MATERIAL, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH THE LICENSED MATERIAL. THIS LIMITATION SHALL ALSO APPLY,
WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE LICENSED MATERIAL OR ANY INFORMATION THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE LICENSED MATERIAL. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT CREDO IS DEEMED LIABLE IN ANY MANNER, THEN SUCH LIABILITY, WHETHER ARISING FROM CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE SHALL, IN NO EVENT, EXCEED THE AMOUNT YOU HAVE PAID FOR YOUR USE OF THE APPLICABLE LICENSED MATERIAL DURING THE PRECEDING TWELVE (12) MONTH PERIOD. YOU FURTHER AGREE THAT NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE LICENSED MATERIAL MAY BE BROUGHT BY YOU AGAINST CREDO MORE THAN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO SUCH ACTION HAS OCCURRED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Without limiting the foregoing, under no circumstances shall Credo be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

AUTHORIZATION TO NEGOTIATE

The signatory of this Agreement warrants that the institution’s population of authorized users has been accurately represented to Credo.

The signatory of this Agreement represents and warrants to Credo that he or she has the power and authority to execute this Agreement on behalf of the institution, which agrees to be bound by all terms contained herein.

TERM, TERMINATION

This Agreement shall commence upon Credo’s receipt of a signed copy of this Agreement. For Subscriptions, this Agreement shall remain in full force and effect for one (1) year. Thereafter, this Agreement may be renewed for successive one (1) year Subscription periods, in accordance with this Agreement and subject to the payment of all fees required thereby. Notwithstanding the foregoing, subject to Credo’s right to terminate this Agreement for a material breach of this Agreement by the Licensee and restrict Licensee’s further right to use the Licensed Material thereafter, for any Licensed Material:

a. which was Purchased, the Licensee shall have a perpetual right to use and access such Licensed Material after the termination of this Agreement.

b. which was provided as a Services, the Licensee shall have the option to have Credo host the Licensed Material or receive a transferable version of the Licensed Material. The fee for either option will be provided upon request.

In the event that the Licensee commit a material breach of this Agreement Credo may, at its election, terminate this Agreement, and/or exercise all rights and remedies which may be available to it in law or equity.

Credo may terminate this Agreement and the License granted hereunder at any time. In the event that Credo terminates this Agreement for reason other than the Licensee’s material breach of this Agreement, the Licensee will be refunded the pro rata portion of any fees the Licensee has paid for the Licensed Material.

Upon termination of this Agreement, the Licensee agrees to continue to adhere to the provisions of this Agreement relating to any Credo Intellectual Property and any Licensed Material which was Purchased or provided as a Service.

CHANGES TO AGREEMENT

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment agreed to and signed by authorized representatives of Credo and the Licensee. In the event the Licensee makes a change to the Platform or the Subscribed or Purchased Licensed Materials, the terms of this Agreement will remain in effect. This includes Subscription upgrades and downgrades or Platform changes.

LIMITATIONS ON ASSIGNMENT

This Agreement may not be assigned without the written consent of Credo, and any such purported assignment shall be null and void.

APPLICABLE LAW, JURISDICTION AND SEVERABILITY
This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of laws provisions or your actual state or country of residence. The Licensee hereby consents to the exclusive jurisdiction in Commonwealth of Massachusetts for any disputed matters in connection with this Agreement. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Credo.

PRIVACY POLICY

Credo protects the privacy of our Licensees’ student education records in conformance with the Family Educational Rights and Privacy Act (“FERPA”), where FERPA is applicable.

Credo Reference Limited and its subsidiaries and affiliates (collectively, “Credo”, “we”, “our” or “us”) is committed to safeguarding user privacy. Credo takes all reasonable precautions to protect any personally identifiable information from any misuse or unauthorized access, disclosure or destruction in compliance with all laws and regulations. Credo’s privacy policy describes how Credo collects and uses the personal information provided to Credo by licensee and licensee’s authorized users of the Credo website, including, without limitation, any users of Credo’s services, platform, contests, reference materials (collectively, the “Credo Services”), along with how Credo shares such information with third parties and how you can access and update this information. The full text of the Credo Privacy Policy is available here: https://corp.credoreference.com/privacy-policy.html