

Refread Master Subscription Agreement

THIS AGREEMENT is made on this 21st day of Dec, 2021 between Refread Solutions Pvt. Ltd. [“REFREAD”], a company incorporated in India, with principal place of business at 805/20, Azad Nagar, Roorkee, Uttarakhand and Central Library, Chhatrapati Shahu Ji Maharaj University, Kanpur having its principal place of business at Kalyanpur, Kanpur, Uttar Pradesh 208012 (“Subscriber”).

Whereas:

- A. REFREAD is engaged in the business of online services and has developed a specialized Digital Library Platform service; and
- B. Subscriber is an Institute, University, Consortium Controller or Organization and is desirous of availing REFREAD (“Services”) for the sole benefit of its full-time enrolled faculty/students/researchers or employees;

Now therefore, the following terms and conditions are agreed upon:

1. Scope and background

- i. REFREAD is a cloud based digital library platform, which facilitates search and access of library subscriptions and open access resources. This platform also offers a single search interface to the end-user/individual and acts as an intermediary to other databases. Refread agrees to provide services to the Subscriber as detailed in Schedule 1 of the agreement.
- ii. Subscriber, being an institute/organization, hereby agrees to use the Services for the sole benefit of its faculty/students/researchers/employees (“end-users”), who regularly use the digital library platform for self-learning, research or connecting with various academic or literary services.
- iii. The Services shall be hosted on servers maintained and operated by REFREAD, and the Subscriber shall have the right to utilize the Services through such hosted-servers. Services shall start functioning after receiving purchase order and database list format duly filled with complete source authentication information as desired for developing and delivering the Services. The payment for the REFREAD services shall be made by the Subscriber as per the terms mentioned in the proposal or tender document or the purchase order.
- iv. REFREAD shall provide a dedicated IP address unique for the Subscriber on which Services shall be configured for access and to run searches. This IP shall be unique and shall only be used by Subscriber. The Subscriber may provide this IP address to Publishers in case IP Authentication is necessary to run searches or access content through Refread.

2. Subscription

REFREAD hereby grants to Subscriber the limited, non-transferable and nonexclusive right to use the Services solely in accordance with the terms and conditions of this Agreement. The Subscriber must use the Refread Services on any computer owned or leased solely by the Subscriber and only its current full time enrolled and registered users.

Subscriber shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) reverse engineer or access the Service in order to (a) build or help a third party build a competitive product or service, (b) build or help a third party build a product using similar ideas, features, functions or graphics of the Service, or (c) copy themselves or provide information to any third party regarding any ideas, features, functions, graphics, price or promotion of the Service; (iii) grant access to authenticated users beyond the licensed FTE user limit set as per the Schedule A.

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3. Obligations of Subscriber

- i. Subscriber will provide REFREAD with all the authentication information required to create data sources for enabling searches. This may include but not limited to publishers / content providers XML /Z39.50 gateways, username and password, or Refread address access authentication mechanisms and any other information necessary for REFREAD to access the databases through software application of the Service.
- ii. Subscriber will provide complete assistance to REFREAD for providing services as mentioned in Schedule A. This may include but not limited to providing details of content subscribed in formats provided by REFREAD.
- iii. Subscriber shall be solely responsible for ensuring that Services hereunder is being procured to its end-users in accordance with the terms of agreement with the respective third party service providers, e.g. paid/subscribed online journals.
- iv. Subscriber and/or its agent shall have no authority to bind REFREAD to any third party commitments of any nature and Subscriber shall not hold out as an authorized representative of REFREAD in any manner whatsoever to any third party.
- v. Subscriber agrees to cooperate at any time when REFREAD decides to bring down its network and interrupt access to the REFREAD's server(s) to perform necessary maintenance and/or network upgrades.
- vi. Subscriber agrees to support REFREAD in all the activities, steps and precautions taken to limit access of Services and third-party publisher website to licensed and authenticated users.
- vii. Subscriber agrees to provide full detail of the individual user in case of any security audit or in case an attempt is made by any individual user to misuse the Services.

4. Intellectual Property Rights

Refread eLibrary platform is a service from REFREAD and has been developed by customizing various open source technologies. REFREAD is the owner of all proprietary rights in its respective trademarks and logos, and Subscriber agrees not to use such marks for any purpose without the prior written consent of REFREAD.

REFREAD shall not use the name, logo of the Subscriber or any information provided by the Subscriber for the implementation or running of Services or otherwise in promotions/advertisements or any other public disclosure.

5. Term and Termination

- i. This agreement is valid for a period as mentioned in the Schedule A – Subscription Term. Renewal requests shall be sent 1 month before the expiry of the Term.
- ii. In the event of a breach or violation by the Subscriber of the terms of this Agreement, REFREAD may terminate this Agreement forthwith and refund the subscription fee for the remaining period to the subscriber.
- iii. Upon termination of this Agreement, the Subscriber shall forthwith cease the use of the Services.

6. Confidentiality and Non Disclosure

The existence and all terms and conditions of this Agreement are confidential to the parties, and shall not be disclosed to any other entity or individual, without the other party's written consent, save and except to their respective accountants, lawyers, and financial advisers, or as required by law. Further, both parties shall be under an obligation not to disclose any confidential information and/or proprietary information of the other party without the written approval of the other party. Both parties should make reasonable efforts in maintaining the confidentiality of the information sensitive to the business or operations of the other party.

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7. Disclaimer of Warranties

REFREAD makes no express or implied warranties of any kind including, without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose, with respect to the service. The service are distributed and provided on an "as is, as available" basis. REFREAD does not warrant that the Refread service will meet your requirements or that performance of the service will be uninterrupted or error-free including any errors or omissions in the search results obtained through use of the service.

8. Limitation of Liability and Indemnity

- i. REFREAD shall not be liable for any indirect loss, consequential or extra ordinary damages arising out of this Agreement. REFREAD's entire and cumulative liability arising under this Agreement, for any reason whatsoever, shall be limited to the equivalent amount of Fee paid to it by Subscriber for a period of one month.
- ii. Subscriber agrees to indemnify and hold REFREAD harmless against all damages, loss, claims, demands, expenses (including legal and professional expenses) costs and liabilities that REFREAD may, at any time incur, as a result of breach of any of the Subscriber's obligation under this Agreement. In the event of any claim, the Subscriber will promptly adjust, settle or defend or otherwise dispose of such claim at its sole cost. If the Subscriber does not diligently and continuously pursue the matter, REFREAD shall have the right to take any action on behalf of itself, to settle, adjust, defend or otherwise dispose of such claim, in which case the defaulting Subscriber shall forthwith reimburse the entire amount to REFREAD.
- iii. REFREAD shall use all reasonable efforts to promote the service in the Subscriber campus to maximize usage and provide the service on continuous basis. Neither REFREAD nor Subscriber shall be liable or deemed in default of this agreement for any failure or delay or interruption in the online service or any failure of any equipment or telecommunication resulting from any cause or circumstances beyond the reasonable control of REFREAD.
- iv. Subscriber acknowledges and agrees that REFREAD is not responsible for the accuracy of any information or data contained in the licensed service, and REFREAD shall not be liable for any losses or damages resulting from reliance on any such information or data under any circumstances.
- v. Refread curates, hosts and links open access resources from multiple open access or Green Access platforms that work on Creative Commons License basis. Refread takes all precautions necessary to make sure that no copyrights of the creator or the publishing sources is violated. Incase, a resource is found in violation of the copyrights of the publisher, Refread agrees to remove it from the aggregation upon notification from the Subscriber or any of its end users. Refread agrees to indemnify and hold the Subscriber harmless against all damages, loss, claims, demands, expenses (including legal and professional expenses) costs and liabilities that may be incurred, as a result of breach of any of the copyrights of the open access resources listed and availed through the Refread Platform.

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- vi. There shall be no credits, reductions, or set-off against the access fee for downtime or interruption of the availability of the Service unless such interruption is attributable to REFREAD and further that such interruption exceeds 24 continuous hours in duration. In case of service interruption exceeding 24 hours, a financial credit for the time of outage representing a pro rata portion of the calendar hosting and maintenance fee will be provided, provided that Subscriber promptly notifies REFREAD of the service interruption. No adjustments shall be made for accumulating periods of non-continuous interruptions. A credit allowance will not be given for mistakes, omissions, interruptions, delays, errors, defects or curtailments in Subscriber's access to the Refread service caused by the negligence or willful act of Subscriber or other parties, or mistakes, omissions, interruptions, delays, errors, defects or curtailments in Subscriber's access to the Service caused by failure of equipment, software, or services not provided by REFREAD.

9. No Sub-License or Assignment

License shall not assign this Agreement, either wholly or in part, to any other party, or sub-license its license to any other person.

10. Governing Law and Jurisdiction

The law governing this Agreement shall be the laws of India and Courts at Roorkee, Uttarakhand shall have exclusive jurisdiction over any dispute arising hereunder.

11. Complete Document

This Agreement is the sole contract binding the two parties and supersedes all prior documents, memos, proposals, etc. that may be exchanged between the parties.

Agreed and accepted,

For Refread Online Pvt. Ltd :


For Subscriber:


(_____)

Name: Mohit Sharma

Designation: CEO




(_____)

Name Dr. Ashish Srivastava

Designation: Librarian.

Dr. Ashish Kumar Srivastava
University Librarian
C.S.J.M. University
Kalyanpur, Kanpur

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Schedule A - Refread Subscription Form

1. Customer Information			
1.1 Full Corporate Name	Chhatrapati Shahu Ji Maharaj University, Kanpur		
1.2 No. of Sites for Setup	1		
1.3 Contact Person	Full Name:	Dr Ashish Srivastava	
	Designation:	Library In charge	
	Mobile/Phone number:	8090802020	
	Official Email:	ashish.csjmu@gmail.com	
	Corresponding Address:	Kalyanpur, Kanpur, Uttar Pradesh 208012	
2. Subscription Details			
2.1 Product Version (tick as applicable)	<input type="checkbox"/> Base	<input type="checkbox"/> Premium	<input checked="" type="checkbox"/> Complete
2.2 Connector Details	Web Sources	Less than 500	
	Premium sources	Less than 100	
	Total		
2.3 Refread Collection (Open Access eResources)	All Domains		
2.3 Optional Features (tick as applicable)	eCatalog of all Subscriptions	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Federated Search	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Mobile App	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Remote Access	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	2.5 Subscription Fee (In Rs)	3,48,100 (Inclusive of all taxes)	
2.5 Subscription Period	12 Months from date of activation		
	Start Date	11 Jan 2022	Expiry Date 10 Jan 2023
2.6 Total no. of Users / FTE	Upto 5000		
2.7 Other Information/Requirements			