

LICENSE AGREEMENT - E-BOOKS

THIS AGREEMENT is dated 31st day of March, 2021 and made between:

PARTIES

Astral International (P) Ltd, 4736/23, Ansari Road, Darya Ganj, New Delhi-110002, India (the "Publisher"),

and

the Party named "[Chhatrapati Shahu Ji Maharaj University, KANPUR] (Library Section)", (the "Licensee"), each a "Party" and collectively, the "Parties"

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- B. The Publisher wishes to license, and the Licensee is prepared to accept, the license and perpetual rights to use the E-Books for the Fee, subject to the terms and conditions of this Agreement.

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- 1.1. Particular Licensed Material(s) will be specified in a form set out at Schedule 1 hereto (hereafter referred to as "Access Form") that will be considered an integral part of this Agreement. Additional Licensed Material(s) may be incorporated into this Agreement by the Parties executing additional Access Forms. In the event of any conflict between this Agreement and any Access Form, the Access Form shall prevail.

In this Agreement, the following expressions shall have the following meanings

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"Terms of Use" means the terms and conditions as set out in Clause 4, and any other terms and conditions as provided by the Publisher to the Licensee from time to time.

"Unauthorized Users" means individuals and/or entities other than Authorized Users, including but not limited to Licensee's affiliates, partners and joint ventures.

1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3. Words in the singular shall include the plural and vice versa.

1.4. Where the words: include(s), including or in particular, are used in this Agreement, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

1.5. References to clauses and schedules are to the clauses and schedules of this Agreement.

1.6. In the event of any conflict between the terms of this Agreement and the terms of the Scope of Work or other schedules, the terms of the Scope of Work or other schedules shall prevail to the extent of such conflict.

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- 5.1. The Licensee shall:
- (a) inform Authorized Users of the Terms of Use governing the Licensed Materials and shall notify such Authorized Users of the need of complying with the Terms of Use.
 - (b) provide access to the Licensed Material(s) only to Authorized Users, subject to Secure Authentication, by means of the Secure Network
 - (c) use its best efforts to prevent access to the Licensed Material(s) by Unauthorized Users and shall promptly terminate any unauthorized access of which it has actual notice or knowledge;
 - (d) promptly notify the Publisher of any copyright infringement or unauthorized usage of the Licensed Material(s), which comes to its attention, and shall cooperate with the Publisher in the investigation of such infringement or unauthorized use and in any action, which the Publisher takes to enforce its copyright;
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 - (g) not trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of the Server, the Licensed Material(s) and/or any data areas for which the Licensee has not been authorized by the Publisher; and

- (h) obtain at its cost all telecommunications and other equipment and software (including an Internet browser and portable document file reader) together with all relevant software licenses necessary to access the Licensed Material(s) online via the Licensee's Secure Network; and
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- (c) use reasonable endeavours to provide the Licensee with adequate and competent technical support and assistance to enable the Licensee to use the Licensed Material as contemplated hereby; and
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- 7.5. The Licensee agrees that the entire liability of the Publisher to the Licensee or Authorized Users arising out of any kind of legal claim (whether in contract, tort, by statute or otherwise) in any way connected with the use or inability to use the Licensed Material(s) shall be the refund of any Fee paid to the Publisher for online access to the Licensed Material(s).
- 7.6. The Licensee shall defend, indemnify, and hold the Publisher harmless against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) arising from (i) any unauthorized use or dissemination of the Licensed Material(s) by the Licensee or Authorized Users and (ii) any violation of this Agreement or of any third party's rights by the Licensee or Authorized Users, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights.
- 7.7. Notwithstanding the limitation of liability in clause 9.5, the Publisher shall defend, indemnify, and hold the Licensee harmless against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) asserted by third parties against the Licensee which arise out of any act or omission by the Publisher that constitutes a breach of the Publisher's warranties hereunder.

8. TERM AND TERMINATION

- 8.1. The term of this Agreement shall commence on the date of execution of this Agreement and shall continue until the termination of this Agreement in accordance with this clause 10, whichever is earlier.
- 8.2. Either Party may terminate this Agreement upon a minimum of three (3) months' prior written notice to the other Party.
- 8.3. Notwithstanding clause 9.2, the Publisher may terminate this Agreement forthwith at any time by notice to the Licensee if the Licensee breaches any term of this Agreement or if the Licensee's, or any Authorized User's, use of or actions in connection with the Licensed Material are inappropriate in the sole opinion of the Publisher.
- 8.4. Upon expiry or termination for any cause other than breach by the Licensee, the Publisher acknowledges and agrees that the Licensee and Authorized User shall have continuing access to that part of the Licensed Material which was published and paid for in accordance with the terms of this Agreement.
- 8.5. Any termination of this Agreement shall not affect any accrued rights or liability of either Party nor shall it affect the coming into force or the continuance in force of any terms and conditions hereof which is expressly or by implication intended to come into or continue in force or after such termination.
- 8.6. It is agreed that, including but not limited to, clauses 1, 9, 10.3 and 10.4 shall survive the termination of this Agreement.

9. MISCELLANEOUS

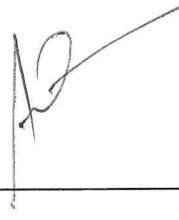
- 9.1. This Agreement shall be binding on and inure for the benefit of each Party's respective successors in title and assignees (where permitted in accordance with this Agreement). Licensee shall not assign in whole or in part or novate this Agreement to any other person or party without obtaining the prior written consent of the Publisher.

- 9.2. A Party is excused from performing its obligations to the extent it is prevented by a Force Majeure Event. A Party shall immediately notify the other of the occurrence of the Force Majeure Event when it becomes aware of it. Each Party shall make all reasonable efforts to minimize the effects of a Force Majeure Event. If the affected Party is prevented by the Force Majeure Event from performing its obligations under this Agreement for ninety (90) days or such other period as the Parties may agree in writing, then the other Party may in its sole discretion immediately terminate the Agreement by giving notice in writing of termination to the other Party. Where the Agreement is terminated in accordance with this clause, the Parties shall otherwise bear their own costs and shall be under no further liability to perform the obligations contained within this Agreement, save for any obligations that had arisen prior to the Force Majeure Event or continue post termination or expiry.
- 9.3. This Agreement shall be governed by and construed in accordance with the laws of the federal laws of India as applied in State of Delhi.
- 9.4. Unless otherwise stated in this Agreement, any and all disputes arising out of or in connection with this Agreement (including without limitation any question regarding its existence, validity or termination), which are not resolved within thirty (30) days after a party notifies the other party in writing of the existence of the said dispute, shall be referred to arbitration administered by the court of New Delhi, India in accordance with its rules which rules are deemed to be incorporated into this Agreement by reference. The number of arbitrators shall be one and the arbitration shall be conducted in the English language. Notwithstanding the foregoing, each party shall be entitled to apply to a court of competent jurisdiction for urgent injunctive relief in the event of any breach of this Agreement by the other party. All disputes to be governed by laws of India subject to jurisdiction of Courts in New Delhi only.
- 9.5. All notices required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this License, or such other address as the party concerned shall from time to time designate by notice pursuant to this clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted ten (10) days after posting. All notices to the Publisher shall be marked for the attention of the Managing Director. All notices to the Licensee shall be marked for the attention of the person whose contact details are given in the Access Form.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this Agreement on the date first written above.

EXECUTED for and on behalf of Astral International Pvt Ltd by [Mr. Anil Mittal] in his capacity as [Director]:



_____ signature

date:

EXECUTED for and on behalf of _____ by

[] in his capacity as []:

_____ signature

date:

SCHEDULE 1: ACCESS FORM

This Access Form is entered into this 31st day of March, 2021.

BETWEEN Astral International Pvt Ltd, 4736/23, Ansari Road, Darya Ganj, New Delhi-110002, India (the "Publisher") and the Licensee as named below, each a Party and together the Parties.

NOW IT IS HEREBY AGREED AS FOLLOWS:

This Access Form is incorporated into and hereby made part of the License Agreement dated 31-03-2021 between the Parties ("License Agreement"). This Access Form together with the License Agreement constitutes the agreement between the Parties with regard to the Licensed Material referred to herein.

All terms not otherwise defined herein shall have the meanings ascribed to them in the License Agreement.

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2	E-Books	400 (Ref. No. CSJMU/Lib/Pur/249/21, Dated 31-03-2021)
3	Fee	As per invoice with price proof (EB-13, 31-03-2021)
4	Payment Terms	[As mentioned in the agreement]
5	Site(s)	IP. Address: 14.139.236.162 to 14.139.236.174

This Access Form is governed by and construed according to the laws of India subject to jurisdiction of Courts in New Delhi. Should a dispute arise between the Parties, the provisions of clause 10.4 of the License Agreement shall apply.

IN WITNESS WHEREOF, the Parties hereto have executed this Access Form as of the date first written above.

<p>Signed for and on behalf of Publisher</p> <p>For Astral International Pvt. Ltd.</p> <p>By _____</p> <p>Name: Mr. Anil Mittal Title: Astral International Pvt. Ltd.</p> <p style="text-align: right;">Director</p>	<p>Signed for and on behalf of the Licensee</p> <p>By _____</p> <p>Name: डॉ० अशोक कुमार शीवास्त्रव Title: कोषाध्यक्ष, पुस्तकालय सा.पुस्तकालय, विश्वविद्यालय कानपुर</p>
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