

BIBLIOTEX DIGITAL LIBRARY ONLINE PRODUCTS AGREEMENT (ACADEMIC)

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The Parties agree as follows:

License Fee: License agrees to pay Bibliotex the fees set forth in the invoice issued by Bibliotex or its authorized representative in accordance with the terms set forth therein.

License:

- License Grant: Bibliotex grants license a non-exclusive, non-transferable, perpetual license to use the licensed products & to provide access to the licensed products electronically via the internet only to authorized users at authorized sites or via remote access in the accordance with the terms & conditions of this agreement. Bibliotex further agrees to provide license to support services set forth in schedule A.
- Authorized Uses: License and its authorized users may:
 - Access, Search, Browse, and view the licensed products;
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 - Print a reasonable number of pages from an eBook and make a reasonable number of photocopies of those printed pages for the scholarly or research use of authorized users.
- Audit: License shall maintain accurate and complete records concerning its use of the licensed products “Records” for Perpetual. Bibliotex may, at its expense, inspect license records the equipment used by license this agreement “Inspection”, provided that such inspection occurs not more frequently than once per twelvemonth period and upon at least five (5) business days written notice.

Notwithstanding the foregoing, if an inspection reveals that the license’s use of the licensed products materially exceeds the scope of the rights guaranteed under this agreement, license shall be responsible for the reasonable costs of the inspection and immediate payment to Bibliotex of an amount in addition to the license fee, based upon Bibliotex then current rate, for license’s use of the licensed products beyond the scope of this agreement.

- **Intellectual Property rights:**

- Ownership: License acknowledges and agrees that all rights, title and interest in and to the licensed products, including all copyrights and other intellectual property rights under united states and international laws, remain with Bibliotex and its licensors.
- Protection: License shall make reasonable efforts to advise all authorized users of the restrictions on use of and Bibliotex's rights in the licensed products set forth in section 3 (c) and 4 (a). In the event that license becomes aware of any unauthorized use of the licensed products by way of Licensee's IP addresses, servers or other facilities, Licensee shall promptly give notice to Bibliotex of such unauthorized use and make all region efforts to eliminate such unauthorized use.

- **Term and Termination:** Perpetual Access.

- **Representations and Warranties:** Bibliotex and licensee each represents and warrants to the other that:

- (a) It has the necessary power and authority to enter into this agreement.
 - (b) The execution and performance of this agreement has been authorized by all necessary corporate or institutional action.
 - (c) Entry into and performance of this agreement will not conflict with any provision of law or the certificate of incorporation, by-laws or comparable organizational documents of the party or conflict with any condition of any contract to which it is a party.
 - (d) No action by any governmental organization is necessary to make this agreement valid and binding upon the party.
 - (e) It possesses all licenses and other governmental approvals necessary to perform its obligations under this agreement.
- **A disclaimer:** The licensed products are provided to licensee "As is" and "with all faults". Bibliotex to the maximum extent permitted by law, expressly disclaims all warranties and representations (except as set forth in section 6), express or implied, including without limitation:-

- (a) The implied warranties of merchant ability and fitness for the particular purpose.

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(b) Any warranty with respect to the quality, accuracy, currency or completeness of the licensed products or that license's use of the licensed products will be error free, uninterrupted, free from other failures or will meet license's requirements.

- **Limitation of Liability:** In no event shall either party be liable to the other party for any incidental, indirect, special, punitive or consequential damages, including but not limited to damages arising from any type or manner of commercial, business or financial loss occasioned by or resulting from any use of the licensed products, such as any malfunction, defect or failure of the licensed products or their delivery via the internet. Even if such party had actual or constructive knowledge of the possibility of such damages and regardless of whether such damages were foreseeable.

Bibliotex undertakes no responsibility for, and disclaims or liability arising from, any defects or failures in any communication lines, the internet or the internet service provider, licensees computer hardware or software, or any other service or device use to access the license products or to authenticate any user as an authorized user.

General:

- Notice: Notices given under this agreement shall be in writing and may be delivered by hand or sent by courier, registered mail, e-mail to the physical address for each party set forth on the first page of the agreement. Any such notice shall be deemed successfully given:
 - (1) If delivered personally, at the time of delivery
 - (2) In the case of an internationally – recognized courier service, the date of delivery confirmation
 - (3) In the case of register mail, five (5) days from the date of posting
 - (4) In case of e-mail at the time of successful transmission.
- Assignment: Licensee may not assign this agreement, or sublicense, assign or delegate any right or duties hereunder, by operation of law or otherwise, without the prior written consent of Bibliotex.
- Entire Agreement: This agreement, including all annexes, exhibits and schedules, contains the final and entire agreement of the parties on the subject matter herein and supersedes all previous and contemporaneous oral or written negotiations or agreements on the subject matters here in.

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- Amendment: This agreement may not be amended except in the writing executed by an authorized representative of each party.
- Counterparts: This agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument
- Survival: The provisions of this agreement that should by their nature survive termination of this agreement shall survive such termination, including but not limited to, sections 3 (c), 3 (e), 4 (a), 6, 7, 8, 9 and 10.
- Non-Waiver: The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- Severability: If any provision of this agreement is prohibited by law or declared invalid, illegal or unenforceable, then such provision shall be severed and all other terms of this agreement shall remain in full force and effect
- Force Majeure: Any prevention of or delay in either party's performance hereunder due to labor disputes, acts of god, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

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**SCHEDULE A :
LICENSED PRODUCTS AND SUPPORT SERVICES**

• **Licensed Products**

Bibliotex eBooks (Perpetual access) 1523 titles of eBooks

• **Installation Support:** Bibliotex will provide the following installation support to licensee.

- General assistance with implementation of licensed products.
- Guidance with configuring printer application on various platforms.
- Provision of general instructions and background materials.

• **Continuing Support:** Bibliotex will provide the following continue support to license.

- Troubleshooting individual problems.
- As practicable, maintenance of discussion groups via listserv and/or e-mail.

• **Availability:** The licensed products shall be subject to periodic unavailability due to regular maintenance, including, but not limited to, maintenance of the server(s) and other equipment used to host the licensed products, installation or testing of software and loading of eBooks as they become available. Bibliotex shall use commercially reasonable efforts to minimize the extent of any period of unavailability due to such regular maintenance. License shall not be entitled to any credit, reduction or set-off against the license fee for downtime or any interruption in the availability of the licensed products unless such interruption exceeds twenty-four (24) continuous hours in duration. In such event, Bibliotex shall provide license with a credit equal to 1/365 of the annual license fee for each continuous twenty-four (24) hour period from the time of interruption until restoration of license access to the licensed products, provided that license promptly notifies Bibliotex of the service interruption. No adjustments shall be made for accumulating periods of non-continuous interruptions. No credit allowance will be issued for any interruption in license's access to the licensed products caused by any negligence or willful act of the license or failure of equipment, software or services not provided by Bibliotex.

05/10/16 11:25 AM
BIBLIOTEX INDIA
NEW DELHI
011-26101100

**SCHEDULE B:
AUTHORIZED SITES**

A. Name and physical address(es) of authorized site(s) of Licensee:

Chhatrapati Shahu Ji Maharaj University, Kanpur, Uttar Pradesh

B. IP Address(es) of Authorized Site(s) – if proxy server is used, skip part B and go to part C :

IP Address

52.172.51.57, 52.172.192.249, 14.139.236.162 to 174

Licensee Responsibilities

The licensee shall be responsible for verifying the status of authorized users, providing lists of valid IP Addresses to Bibliotex, and updating such lists promptly as changes are made. Licensee shall cooperate with Bibliotex in the implementation of additional security procedures reasonably requested by Bibliotex.

Licensee represents and warrants that:

(a) The list of IP addresses provided above is accurate and valid.

(b) The licensee shall use reasonable efforts to maintain sufficient security with respect to such IP address so as to prevent use of license products by anyone other than authorized users.

For Bibliotex India



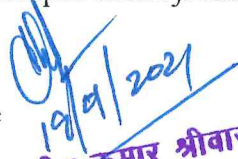
Signature

Date 09-01-2021

For Chhatrapati Shahu Ji Maharaj University

Signature

Date


19/01/2021
डा० आशीष कुमार श्रीवास्तव
पुस्तकालयाध्यक्ष
केन्द्रिय पुस्तकालय
सी.एस.जे.एम.विश्वविद्यालय
कानपुर