



AGREEMENT OF EBOOKS SERVICES BETWEEN

Chhatrapati Shahu Ji Maharaj University AND THE INFOLIBRARY

The Publishing Services Agreement (hereinafter "Agreement") is made and entered into by and between the Chhatrapati Shahu Ji Maharaj University, Kalyanpur, Kanpur- 208024 (Uttar Pradesh) (hereinafter "Client") and the InfoLibrary (hereinafter "Company"), whose address is 4/21B, First Floor, E-Block, Model Town-11, New Delhi-110009. This Agreement shall commence on date 08th January-2021.

THE COMPANY AND THE CLIENT WILL ACCEPT AND AGREE TO EACH TERM OF THIS AGREEMENT, WHICH INCORPORATES THE ATTACHED ANNEXES AND SCHEDULES.

COMMERCIAL TERMS

- "Article" means an individual document from the Licensed Products.
- "Authorized Sites" means the locations listed in Appendix B.
- "Authorized Users" means (a) persons affiliated with the Client as students, faculty, or employees; (b) authorized persons physically present in Client's library facilities; and (c) such other persons as Company may, at the request of the Client and in Company's sole discretion, authorize in writing to access the Licensed Products.
- "eBook" means an electronic book published by the Company in PDF format and made available through the Company's Portal.
- "Licensed Products" means the Company's online product(s) selected in Appendix A.
- "Remote Access" means access provided by The Company via secured authentication means only to students, faculty or employees of The Client who are not physically present at an Authorized Site.
- "Commencement Date" means the date the Company first provides The Client with access to the Licensed Products.
- License Fee. The Client agrees to pay the Company the fees set forth in the invoice issued by the Company or its authorized representative in accordance with the terms set forth therein.

4/21B, First Floor, E-Block, Model Town-II, New Delhi-110009

www.theinfolibrary.com | info@theinfolibrary.com

Mob. +91 93104 83797



COPYRIGHT AND PERMISSIONS

The Company holds the copyright on all eBook's materials in electronic form. All eBooks content is subject to "fair use" provisions of copyright laws.

RIGHTS AND RESPONSIBILITIES

A. Authorized Users

A1. The purchase of the eBooks grants unlimited access to the full text of the eBook for educational, research and personal use by the faculty, staff, students, alumni, library patrons and other Authorized Users of the Client's campus/institutional network. Distance learners, alumni and other off-campus affiliates may access eBooks if their internet access is through the campus network or via a secure proxy server.

A2. Client is expected to make their best feasible efforts to enable access to eBooks only to faculty, students, staff, alumni and walk-in library patrons using the campus' physical library facilities. There are no contractual limits on the number of Authorized Users from one campus at any given time.

B. Permitted

B1. Provided that the copyright header attached to the eBook chapter is retained,

B1.1. Download and print multiple copies of each eBooks for personal use and archive contents on their own personal computers.

B1.2. Send multiple copies of eBooks by email, hard copy, or fax to one person in the Client's campus/institutional network at another location for that individual's personal use.

B1.3. Distribute the copies of individual eBooks in print or electronic form to Authorized Users, including the distribution of a copy for noncommercial educational purposes, to each individual student (Authorized User) in a class at Client's institution.



ACCESS AND AUTHENTICATION

You acknowledge that all eBooks are protected by digital rights management technology, and that we may use this technology to enforce the terms of this disclaimer. The Company files server permits entry by recognizing authorized IP addresses. Distance learners and alumni who access the internet via campus IP accounts or a secure proxy server may use the Company, but direct access is not available through independent service providers. The Company will also provide login credentials as a method for remote access.

At the time an order is placed, the Client will provide IP addresses for all institutional networks and computers that require access to the Company eBooks.

The Client will make reasonable efforts to create and maintain appropriate security measures to ensure that only Authorized Users can access purchased content online. The Client also affirms that all IP addresses provided for use of eBooks are controlled by its institution exclusively for internet access by Authorized Users.

PERPETUAL ACCESS AND ARCHIVING

For access to be enabled, the Client must provide technical data about its campus or institution either via official email, or another mutually agreed upon method.

Provided that full payment of the total purchase price is made, the Client retains the right to perpetual access to the digital version of the purchased eBooks on the Company server.

TRADEMARKS

The logos and registered trademarks are the authenticated trademarks belonging to the Company; the Company gives no permission for the use of these trademarks, and such use may constitute an infringement of their rights.

The third party registered and unregistered trademarks and service marks that feature in the eBooks are the property of their respective owners and, unless stated otherwise in this disclaimer, the Company does not endorse and are not affiliated with any of the holders of any such rights and as such cannot grant any license to exercise such rights.



TERM AND TERMINATION

Either of the parties (The Company and the Client) shall have the right to terminate this Agreement prior to the expiration of the Term if the other Party:

- (i) becomes insolvent,
- (ii) files a petition in bankruptcy,
- (iii) breaches a material term of this Agreement, unless such breach is cured within thirty (30) days from notice, or if not able to be cured, then resolved to the other Party's reasonable satisfaction.

If this Agreement terminates or expires, then Publisher Materials in the Company possession or control shall be promptly destroyed, excluding copies necessary for the Company standard customer support practices.

WARRANTIES AND INDEMNITIES

The Company represents and warrants that it has the power to enter into this Agreement and to grant the access conferred herein to the Client, and that the Publications do not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or contract right of any third party.

The Client represents and warrants that it has the power and authority to enter into and perform this Agreement; and that the signatory for the Client (including if this Agreement is signed by a Client's Official on behalf of the Client) has the full power and authority to sign this Agreement on behalf of the Client and bind to its obligations under this Agreement.



SIGNATURES

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

On behalf of the Client

Authorized Signatory:

Date: 08.01.2021

Institution: Chhatrapati Shahu Ji Maharaj University
Street Address: Kalyanpur, Kanpur- 208024
State: Uttar Pradesh
Country: India

डॉ० जयवीर कुमार श्रीवास्तव
पुस्तकालय
केन्द्रिय पुस्तकालय
सी.एस.जे.एम. विश्वविद्यालय
कानपुर

City:
Pin code:

On Behalf of the Company

Authorized Signatory:

Street Address: 4/21 B, First Floor, E-Block, Model Town-II
State: Delhi
Country: India

Date: 08-01-2021
City: New Delhi
Pin code: 110009



APPENDIX A: LICENSED PRODUCTS AND SUPPORT SERVICES

Licensed Products include:

- The client's subscribed eBooks package list of 2021 year (523 e-Textbooks)

Installation Support

The Company 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

The Company will provide the following continuing support to Licensee:

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

Customer Service

The Company will provide customer service via e-mail and/or e-meeting apps, during regular business hours (10:00 a.m. to 6:00 p.m. Indian Time, Monday through Friday, excluding Indian holidays) for feedback, problem-solving or general questions.

Email: info@theinfo library.com

4/21B, First Floor, E-Block, Model Town-II, New Delhi-110009

www.theinfo library.com | info@theinfo library.com

Mob. +91 93104 83797



APPENDIX B: AUTHORIZED SITES

A. Name and physical address(es) of Authorized Site(s) of the Client:

Chhatrapati Shahu Ji Maharaj University, Kalyanpur, Kanpur- 208024 (Uttar Pradesh)

B. IP Address(es) of Authorized Site(s) - if proxy server is used, skip part B:

IP Address

52.172.51.57,
52.172.192.249,
14.139.236.162 to 174

Client Responsibilities

The Client shall be responsible for verifying the lists of valid IP addresses to the Company and updating such lists promptly as changes are made. Licensee shall cooperate with the Company in the implementation of additional security procedures reasonably requested by the Company.

Licensee represents and warrants that:

- (a) The list of IP addresses provided above is accurate and valid.
- (b) Licensee shall use reasonable efforts to maintain sufficient security with respect to such IP addresses so as to prevent use of Licensed Products by anyone other than Authorized Users.

