

Research for Libraries TERMS AND CONDITIONS

These terms and conditions and the Order Confirmation Form comprise the agreement pursuant to which Research for Libraries. ("Research for Libraries") provides the Product (defined below) to you ("Agreement").

"We", "us" or "our" refers to Research for Libraries. "You" or "your" refers to the person who (or on whose behalf) an Order is placed and includes your legal successors and permitted assigns.

1. **Duration / Renewal:** The Agreement commences on the date the Order Confirmation From ("Order Confirmation") is accepted by us ("Commencement date") and unless terminated sooner in accordance with its terms, shall expire on 2-Mar-09. This Agreement shall automatically renew for successive 12 month periods at our then current prevailing rates unless terminated by either party giving at least 30 days' written notice, termination only to take effect on and from the first, or any subsequent, anniversary of the Commencement Date.

2. **Order Confirmations:** Order Confirmation shall only be binding when accepted by us. You shall not cancel or amend an Order Confirmation unless we have given our prior written consent. We shall assume that any person who places an Order Confirmation on your behalf can bind you legally.

3. **Grant of License:** We grant you a non exclusive, non transferable licence to use the products (including information, software, data and reports) described in the Order Confirmation ("Product") for the term of this Agreement only. Such licence terminates upon termination, for whatever reason, or non renewal of the Agreement. You warrant that you shall only use the Product for your business purposes at those sites and / or countries specified in the Order Confirmation and shall not, without our prior written consent, make available, copy, reproduce, retransmit, disseminate, sell, licence, distribute, publish, broadcast or otherwise circulate the Product (or any part of it) to any person other than in accordance with these terms and conditions. You further warrant that you shall comply with all applicable laws and regulations and shall not knowingly use the Product for any improper or unlawful purposes.

4. **Ownership:** The legal and beneficial interest in all copyrights, patents, trade marks, service marks, design rights (whether registered or unregistered), database rights, proprietary information rights and all other proprietary rights as may exist anywhere in the world together with applications associated with any such rights ("Intellectual Property Rights") relating to the Product belong to us or our licensors, as the case may be, at all times. You obtain no ownership rights in the Product or any of the Intellectual Property Rights pursuant to or arising out of this Agreement.

5. **Authorised Users:** The type of licence specified in an Order Confirmation determines the persons entitled to use a Product ("Authorised Users") as follows:

<i>License Type:</i>	<i>Authorised Users:</i>
<i>Single User</i>	specified Authorised User only
<i>Single Site</i>	your employees at the site specified in the Order Confirmation
<i>Country</i>	employees in the country specified in the Order Confirmation
<i>Regional</i>	employees in the region specified in the Order Confirmation
<i>Global</i>	employees worldwide

"Employees" means any employee of the person named in the Order Confirmation and any employee of a company within the relevant site, country or region, more than 50% owned by the person named in the Order Confirmation.

You shall ensure the Product is only made available to and accessed by Authorised Users in accordance with the Agreement. You agree to cooperate with us if we wish to monitor compliance with this requirement (such cooperation to include providing us access to premises to inspect the way the Product is used by employees ("Audit"). If an Audit reveals the Product has been used by anyone who is not an Authorised User, you shall promptly reimburse us any underpaid license fees (at current list price) and all costs incurred by us in carrying out the Audit. In such circumstances we reserve the right, at our discretion, to terminate the Agreement with immediate effect.

6. **Subscription Credit:** Credits purchased from us as part of our advance subscription payment scheme ("Subscription Credits") may be redeemed against the charges (defined in 8 below) that apply to the Product. Subscription Credits are only valid for 12 months from the date on which the Order confirmation to purchase them is accepted by us and shall expire if not redeemed within this period. Unused Subscription Credits shall not roll over upon renewal of the Agreement into any subsequent period nor will they be refunded. We will provide you with a monthly statement setting out Subscription Credits you have held and used within that month.

7. **Website Usage:** If you require access to our website to access the Product we shall issue you with a separate user name and password for each authorised User. You shall maintain appropriate technical and administrative controls to ensure the security of the password and shall immediately notify us upon first suspecting or becoming aware of any unauthorised use of a password. You shall ensure Authorised Users do not download more than one copy of the Product (or any part of the Product) from the website and that they do not copy it or make it available to any third party. We shall be entitled to assume that any acts or dealings made through the website where a valid password has been entered are made by the Authorised User allocated that password and that such dealings are made on your behalf.

You shall ensure the website is used in compliance with the terms of the Agreement and all applicable laws and regulations. You shall not do anything that causes any part of the website to be interrupted, damaged or in any way impaired. You shall remain responsible for all acts and dealings made through our website. We shall be entitled to suspend, restrict or terminate access to the website or to modify any part of the website for any reason, including maintenance of the website, at any time. We shall use reasonable endeavours to ensure as little disruption to you as reasonably practicable.

8. **Charges and Payment Terms:** We shall invoice you for fees payable by you to us under this Agreement ("Charges") upon our acceptance of an Order Confirmation. Charges are exclusive of all taxes, duties and fees, including without limitation, any value added taxes which you will be solely responsible for. Invoices shall be paid in full 30 days upon receipt of the invoice. If you do not settle payment of any Charges within thirty (30) days of receipt of the invoice, interest will accrue at a rate of one and a half (1.5%) percent per month, or the highest rate allowed by the applicable law, whichever is the lower. In addition, we may in our absolute discretion:

- (a) modify the payment terms to require full payment in advance;
- (b) suspend your licence to use the Product; and / or
- (c) require you to provide such other assurances as we may require to secure your payment obligations.

On termination of the Agreement, all Charges outstanding shall be invoiced to you and shall be paid within 30 days of receipt of the invoice.

9. **Warranties:** We shall use reasonable endeavours to ensure the Product is provided to you in accordance with any specifications set out in the Order Confirmation and accepted by us. We do not warrant that the Product will meet your requirements or that it will be complete, error free or delivered without interruption. Findings, conclusions and recommendations in the Product are based on information gathered in good faith from both primary and secondary sources, whose accuracy we are not always in a position to guarantee. As such, we can accept no liability whatsoever for actions taken based on any information that may subsequently prove to be incorrect. Except as expressly set out in this Agreement, all express or implied representations, warranties, conditions and undertakings are excluded to the maximum extent permissible by law. You assume sole responsibility for the selection, suitability and use of the Product and acknowledge that except as stated above we do not provide any additional warranties or guarantees relating to the Product. This clause survives termination of the Agreement.

10. Intellectual Property Rights and Indemnities: You shall fully indemnify us in respect of any infringement of any Intellectual Property Rights ("IPR") arising as a result of your use of the Product in breach of the Agreement. You shall allow us (or our licensors) to control any proceedings arising as a result of any infringement, threatened infringement or claim relating to the IPR. You shall make no admission as to liability nor agree any settlement or compromise of any action. You shall, at our request and cost, offer such assistance as we may reasonably request in relation to any proceedings relating to our IPR. any recovery obtained from such proceedings shall accrue solely for our benefit. If any infringement, threatened infringement or claim occurs in relation to any IPR, or if we consider that such a claim is likely to occur, we may in our absolute discretion:

- (a) procure the right for you to use the Product free of the infringement claim; or
- (b) replace or modify the Product to make it non-infringing; or
- (c) terminate that part of the Product relating to the infringement (or potential infringement) and return any Charges paid by you in respect to that part of the Product in full and final settlement of any claims; or
- (d) if none of these options is reasonably practicable, terminate the Agreement and return any charges paid by you for the affected Product in full and final settlement.

11. Limitation of liability: We shall not be liable to you for any indirect or consequential loss, including loss of actual or anticipated profits, revenue, goodwill, anticipated savings or data, whether arising from negligence, breach of contract or otherwise. Our liability in contract, tort or otherwise arising out of or in connection with the Agreement shall in respect of any one or more incidents not exceed the total Charges received by us from you for the Product in the 12 months preceding the date the incident occurs. This clause shall survive termination of the Agreement

12. Termination: If you, or any Authorised User, breaches the Agreement, we reserve the right to terminate the Agreement and your access to and use of the Product, with immediate effect. Without prejudice to any other right of termination in these terms and conditions, either party may terminate the Agreement by written notice to the other if the other commits a material breach of any term of the Agreement, and in the case of a breach capable of being remedied, fails to remedy that breach within 30 days of receiving written notice of the breach requiring it to be remedied. In addition, we may terminate the Agreement immediately, if:

- a) a voluntary agreement is approved, or an administration Order Confirmation is made, or a receiver or administrative receiver is appointed over any of your assets or an undertaking or a resolution or petition to wind you up is passed or presented (other than for the purposes of amalgamation or reconstruction) or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up Order confirmation or if you are unable to pay your debts within the meaning of Section 124 of the Insolvency Act 1986;
- b) you cease or threaten to cease to carry on the whole or substantially the whole of your business or that part of your business to which the Agreement relates; or
- c) your business becomes, in our view, competitive with ours.

Upon termination of the Agreement for whatever reason, including for the avoidance of doubt, non renewal, you (and all your Authorised Users) shall:

- a) delete from all computer hardware and storage media and otherwise destroy all copies of the Product made available to you and cease using any password provided to you;
- b) not knowingly retain any part of the Product in computer memory, machine readable medium or hard copy format;
- c) immediately pay all Charges outstanding under the Agreement; and
- d) within 14 days of termination, provide a written warranty to our Company Secretary that you have fully complied with paragraphs (a) to (c) above inclusive.

We reserve the right to monitor your compliance of your obligations above at any time after termination. You agree to cooperate with us, such cooperation to include providing us access to premises, computers and storage media, after termination. Termination shall not affect any provision, including this provision, expressed to survive termination and shall not prejudice a party's rights in respect to any breach or monies payable under the Agreement.

13. Confidentiality: Neither party shall, except as strictly required to perform its rights and obligations, use, copy, adapt, alter, disclose, publicise or in any way part with possession of any information of the other which comes into its possession as a result of the Agreement, including the existence and terms of the Agreement ("Information"). this obligation shall not apply to Information:

- (a) which the receiving party can prove was in its possession at the date it was received or obtained; or
- (b) which the receiving party obtains from another person with good legal title thereto; or
- (c) which comes into the public domain otherwise than through the default or negligence of the receiving party; or
- (d) which is independently developed by or for the receiving party.

You shall ensure that your Authorised Users, or any other persons, who have or might have access to the Information are aware of these obligations of confidentiality and are bound by an undertaking in substantially the same terms. These obligations of confidentiality shall continue after termination of the Agreement.

14. Data Protection: When an Authorised User accesses the website we will collect personal data regarding the way in which they use the site through the use of Cookies. this information will be used by us to customise the website to compound management information / statistics and for billing purposes. We may make this information available to other members of our group. You agree that we may do this and that you shall notify and obtain consents from Authorised Users for us to do this prior to giving them a password. Further details of our privacy policy are available on our website.

15. Assignment: You may not assign any of your rights under the Agreement without our prior written consent. We may assign any of our rights to any subsidiary or affiliated company or third party or as part of a merger, reorganisation or sale of our business.

16. Notices: Any notice, invoice or other document shall be duly given if sent by post or facsimile to the other party's Company Secretary at its registered office or such other address as agreed. Notwithstanding the foregoing, notices in respect of termination or breach shall be sent by recorded delivery to the Company Secretary.

17. Force Majeure: We shall not be liable for any delay or failure to perform any obligation under this Agreement insofar as the performance of such obligation is prevented by an event beyond our reasonable control, including but not limited to, earthquake, fire, flood or any other natural disaster, labour dispute, riot, revolution, terrorism, acts of restraint of government or regulatory authorities, failure of computer equipment and failure or delay of sources from which data is obtained.

18. Further Provisions: The Agreement constitutes the entire understanding between the parties relating to the Product and supersedes all previous agreements and understandings whether oral or written relating to the Product. In the event of any inconsistency between these terms and conditions and the Order, the Order shall prevail. The Agreement may only be varied in writing signed by an authorised representative of each party. Failure at any time to enforce any of these terms and conditions or to require performance by the other party of any such term or condition shall not be construed as a waiver of such provision or affect the right of either party to enforce the same. If any provision is held to be invalid or unenforceable by any tribunal of competent jurisdiction, the remaining provisions shall not be affected and shall be carried out as closely as possible according to the original intent. The Agreement does not confer any rights to or on any third party. The Agreement shall be governed by English law. The parties irrevocably agree to the exclusive jurisdiction of the Courts of England and Wales.