

LICENCE

CREDO ONLINE REFERENCE SERVICE PUBLIC CORE PACKAGE LICENCE

Credo Reference Ltd (Company Number 3840990), a company whose registered office is at Waverly House, 7-12 Noel Street, London, w1F 8GQ and principal business office at 50 Milk Street, 16th Floor, Boston MA 02109 USA ("Publisher").

OFFERS to you, the Licensee, permission to access the Licensed Work and use such material only on the terms and conditions as set out in this Licence.

Acceptance of this Licence will be by receipt of the Order Confirmation Email (Publisher) (as hereafter defined) by the Publisher as part of the JCS Online Ordering Service (as hereafter defined). Acceptance shall be acceptance of all terms and conditions of this Licence and no variation or counter offer will be accepted by the Publisher. In the event that no or partial compliance is made as to the manner or form described for acceptance, no licence will be granted and this offer is deemed withdrawn.

RECITALS

WHEREAS Credo Online Reference Service Public Core Package an expanding collection of more than 850 titles for all ages, 2,000 short reference videos, over 475,000 high-resolution art images, photographs and maps across all subject areas.

WHEREAS Credo Online Reference Service and all Intellectual Property Rights (as hereafter defined) therein are owned by or licensed to the Publisher;

AND WHEREAS JCS Online Resources Limited is a private limited company incorporated on 7 December 2010 to (1) negotiate licences with publishers and electronic content providers for access to and use of online resources for organisations and institutions engaged in the provision or support of education and learning, (2) secure subscriptions on behalf of publishers and electronic content providers from organisations and institutions engaged in the provision or support of education and learning;

AND WHEREAS the Publisher has agreed with JCS Online Resources Limited in the Credo Online Reference Service Agreement between JCS Online Resources Limited and the Publisher to use this Licence as the model for any agreement between the Publisher and a subscribing organisation in relation to the offer agreed between JCS Online Resources Limited and the Publisher as attached to this Licence in Annex 1.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

1.1. In this Licence, the following expressions shall have the following meanings:

"Authorised Demonstrators" means employees of the Licensee who are permitted to use the Licensed Work in accordance with the provisions as laid down in this Agreement free of charge for information, demonstration, training or administrative purposes.

"Authorised Users and Authorised Demonstrators"	means individuals holding a valid library membership card issued by the Authorised Institution. Such individuals are permitted to access and use the Licensed Work from computer terminals or otherwise within the physical premises of the Institution and off site either via a valid IP address on the Institutions' Secure Network or via the website of the Publisher. Persons who do not hold a valid library membership card issued by the Institution are permitted to access the Licensed Work via computer terminals or otherwise within the physical premises of the Institution ["Walk-In Users"] and shall be deemed to be Authorised Users and Authorised Demonstrators only for the time they are within the physical premises of the Institution. Walk-In Users may not be given means to access the Licensed Work when they are not within the physical premises of the Institution. For the avoidance of doubt, Walk-In Users may not be given access to the Licensed Work by any wireless network provided by the Institution unless such network is a Secure Network.
"Authorised Institution"	means a Library Authority that has completed the Form attached to the Licence and has paid the applicable licence fee, for as long as such agreement remains in effect.
"Commercial Use"	means use of the Licensed Work for the purpose of monetary reward (whether by or for an Authorised Institution or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Work. For the avoidance of doubt, neither the recovery of direct cost by an Authorised Institution from Authorised Users and Authorised Demonstrators, nor use by an Authorised Institution or Authorised Users and Authorised Demonstrators of the Licensed Work in the course of research funded by a commercial organisation is deemed to constitute Commercial Use.
"Fee"	means the fee as set out in Annex 1.
"Form"	means the form used by JCS Online Resources Limited as part of the JCS online ordering service. A sample copy of the form is attached to this Licence in Annex 2. Once the completed form has been received by the JCS online ordering service, an Order Confirmation Email (Publisher) will be sent to the Publisher by JCS repeating the information on the form regarding the name of the Licensee, the resource, the preferred access method, the start and end date of the subscription period and

confirming the date on which the Licensee accepted the terms and conditions of the Licence.

- "Intellectual Property Rights" means patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.
- "Licensee" means the Library Authority that enters into the Licence with the Publisher.
- "Licensed Work" means the product licensed in this Licence known to the parties as 'Credo Online Reference Service Public Core Package' an expanding collection of more than 850 titles for all ages, 2,000 short reference videos, over 475,000 high-resolution art images, photographs and maps across all subject areas.
- "Offer" means the offer as agreed between JCS Online Resources and the Publisher in the Credo Online Reference Service Licence which is attached in Annex 1 hereto.
- "Order Confirmation Email (Publisher)" means the email to the Publisher, sent by JCS Online Resources Limited after the Licensee has completed the Form, confirming that the Licensee has placed the order, the resource, the preferred access method, the start and end date of the subscription period, and that the Licensee has agreed to the terms and conditions of the Licence.
- "Secure Authentication" means access to the Licensed Work by Internet Protocol ("IP") ranges, Referring URL, Username and Password, or by another means of authentication agreed in writing between the Publisher and the Licensee from time to time.
- "Secure Network" means a network which is only accessible by Secure Authentication.
- 1.2. Headings contained in this Licence are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.
- 1.3. Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. GRANT OF LICENCE

- 2.1. In consideration for the Fee, the Publisher hereby grants the Licensee a non-exclusive non-transferable licence to access and use the Licensed Work and to allow Authorised Institutions and Authorised Users and Authorised Demonstrators to access and use the Licensed Work on the terms and conditions as set out in this Licence.

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- 3.1. Throughout the term of this Licence, the Licensee, and Authorised Institutions may for Educational Purposes only:
 - 3.1.1. make such temporary local electronic copies of the Licensed Work as are necessary to ensure efficient use by Authorised Users and Authorised Demonstrators, provided that such use is subject to all the terms and conditions of this Licence;
 - 3.1.2. allow Authorised Users and Authorised Demonstrators to access the Licensed Work by Secure Authentication in order to search, retrieve, display and view, and otherwise use portions thereof;
 - 3.1.3. allow Authorised Users and Authorised Demonstrators to electronically save parts of the Licensed Work;
 - 3.1.4. allow Authorised Users and Authorised Demonstrators to print out copies of parts of the Licensed Work;
 - 3.1.5. provide single printed or electronic copies of parts of the Licensed Work at the request of individual Authorised Users and Authorised Demonstrators;
 - 3.1.6. display, download and print parts of the Licensed Work for the purpose of promotion of the Licensed Work, testing of the Licensed Work, or for training Authorised Users and Authorised Demonstrators;
 - 3.1.7. publicly display or publicly perform parts of the Licensed Work as part of a presentation at a seminar, conference, or workshop, or other such similar activity;
 - 3.1.8. make such copies of training material and network such training material as may be required for the purpose of using the Licensed Work in accordance with this Licence.
- 3.2. This Licence shall be deemed to complement and extend the rights of Authorised Institutions and Authorised Users and Authorised Demonstrators under the Copyright, Designs and Patents Act 1988 and the Copyright (Visually Impaired Persons) Act 2002 and nothing in this Licence shall constitute a waiver of any statutory rights held by the Licensee, Authorised Institutions and Authorised Users and Authorised Demonstrators from time to time under these Acts or any amending legislation.

4. RESTRICTIONS

4.1. Save as provided herein, the Licensee, Authorised Institutions and Authorised Users and Authorised Demonstrators may not:

4.1.1. sell or resell the Licensed Work unless the Licensee or Authorised Institution has been granted prior written consent by the Publisher to do so;

4.1.2. remove, obscure or modify copyright notices, text acknowledging or other means of identification or disclaimers as they appear;

4.1.3. alter, adapt or modify the Licensed Work, except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this Licence. For the avoidance of doubt, no alteration of the words or their order is permitted;

4.1.4. display or distribute any part of the Licensed Work on any electronic network, including without limitation the Internet and the World Wide Web, and any other distribution medium now in existence or hereinafter created, other than by a Secure Network;

4.1.5. use all or any part of the Licensed Work for any Commercial Use or for any purpose other than Educational Purposes.

4.2. This Clause 4 shall survive termination of this Licence for any reason.

5. RESPONSIBILITIES OF THE LICENSEE

5.1. The Licensee will cause Authorised Institutions to:

5.1.1. issue passwords or other access information only to Authorised Users and Authorised Demonstrators and use all reasonable efforts to ensure that Authorised Users and Authorised Demonstrators do not divulge their passwords or other access information to any third party;

5.1.2. use all reasonable efforts to ensure that only Authorised Users and Authorised Demonstrators are permitted access to the Licensed Work;

5.1.3. use all reasonable efforts to ensure that all Authorised Users and Authorised Demonstrators are made aware of and undertake to abide by the terms of this Licence;

5.1.4. use all reasonable efforts to monitor compliance and notify the Publisher immediately and provide full particulars on becoming aware of any of the following (a) any unauthorised use of any of the Authorised Institution's password(s); or (b) any breach by an Authorised User of the terms of this Licence. Upon becoming aware of any breach of the terms of this Licence the Licensee further agrees promptly to cause the Authorised Institution to fully investigate and initiate disciplinary procedures in accordance with the

Authorised Institution's standard practice and use all reasonable effort to ensure that such activity ceases and to prevent any recurrence;

- 5.1.5. comply with all computer security procedures required by Publisher and take all reasonable steps to ensure the security of the Licensed Work; and
- 5.1.6. provide the Publisher with such access information (IP addresses, referring URL's, library card ranges or pin numbers, and Shibboleth attributes) as is necessary to ensure access to the Licensed Work by Authorised Users and Authorised Demonstrators and Authorised Demonstrators via the Secure Network of the Institution and via the website of the Publisher.

6. RESPONSIBILITIES OF PUBLISHER

The Publisher agrees to:

- 6.1. ensure access and use of the Licensed Work in accordance with this Licence;
- 6.2. cause product support to be provided to the Licensee, Authorised Institutions and Authorised Users and Authorised Demonstrators;
- 6.3. send an email or other documentation with access instructions to the Licensee or Authorised Institutions within two working days after receiving the Order Confirmation Email (Publisher) from JCS Online Resources Limited that the terms and conditions of the Licence have been accepted.
- 6.4. provide electronic product documentation free of charge to the Institution. The Institution is permitted to make copies of all documentation and to distribute it to Authorised Users and Authorised Demonstrators and Authorised Demonstrators provided it is either duplicated in full, or a proper ownership acknowledgement is included.

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- 7.1. The parties shall supply data on usage of the Licensed Work that is available to them during the term of this Licence. Notwithstanding the foregoing, the parties shall neither assemble nor provide data from which an individual user could be identified.

8. FEE

- 8.1. The Licensee will pay the Fee to the Publisher through JCS Online Resources Limited for the rights granted to the Licensed Work in the amount and upon terms as set out in Annex 1. The Publisher has instructed JCS Online Resources Limited to issue invoices to the Authorised Institution or the Licensee in respect of the Fee.

9. TERM AND TERMINATION

- 9.1. The term of this Licence will commence upon the start date as set out in the Form and will remain in full force and effect until terminated by the Licensee by giving the Publisher and JCS Resources Limited 2 months' notice before the annual renewal date.

- 9.2. The Publisher may terminate this Licence by giving **two (2) months' written notice** to the Licensee to that effect prior to the annual renewal date, with a copy to JCS Online Resources Limited.
- 9.3. Either party may terminate this Licence at any time on the material breach or repeated other breaches by the other of any obligation on its part under this Licence by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith by written notice to the other party.
- 9.4. Notwithstanding anything to the contrary herein, this Licence will be treated as if terminated if the Credo Online Reference Service Agreement between the Publisher and JCS Online Resources terminates, until either party remedies any breach. JCS Online Resources will notify the Licensee of such termination and when any breach is remedied.
- 9.5. Upon termination of this Licence by the Licensee due to a material breach or repeated other breaches by the Publisher, the Publisher will reimburse the Licensee a pro rata proportion of the Fee paid by the Licensee for the unexpired period of this Licence.
- 9.6. Upon termination of this Licence, copies of parts of the Licensed Work made by the Authorised Institutions or Authorised Users and Authorised Demonstrators may be retained. Print copies may be used after termination of this Licence subject to the terms of Clauses 3 and 4 of this Licence, which terms shall survive any termination of this Licence. The use of electronic copies after termination of this Licence requires the authorisation from the Publisher (and no such use shall be made without such authorisation nor will it be unreasonably withheld by a publisher) and the conditions of use are not subject to this Licence.

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and the Publisher will indemnify, defend and hold the Licensee, Authorised Institutions and Authorised Users and Authorised Demonstrators harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by Licensee, Authorised Institutions and Authorised Users and Authorised Demonstrators in defending against any third party claim of Intellectual Property Rights infringements or threats of claims thereof with respect of Licensee's, Authorised Institutions' or Authorised Users and Authorised Demonstrators' use of the Licensed Work, provided that: (1) the use of the Licensed Work has been in full compliance with the terms and conditions of this Licence; (2) Licensee and Authorised Institutions provides the Publisher with prompt notice of any such claim or threat of claim; (3) Licensee and Authorised Institutions co-operates fully with the Publisher in the defence or settlement of such claim; and (4) the Publisher has sole and complete control over the defence or settlement of such claim.

- 11.3. Nothing in this Licence shall make the Licensee liable for breach of the terms of this Licence by any Authorised Institution and/or Authorised User provided that the Licensee did not cause, knowingly assist, or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 11.4. Nothing in this Licence shall make an Authorised Institution liable for a breach of the terms of this Licence by an Authorised User provided that the Authorised Institution did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 11.5. Save as provided for in Clause 11.2, neither the Licensee, Authorised Institutions nor the Publisher will be liable to the other in contract or negligence or otherwise for (i) any special, indirect, incidental, punitive or consequential damages (ii) loss of direct or indirect profits, business, contracts, revenue or anticipated savings or for any increased costs or expenses.
- 11.6. No party limits its liability for (i) death or personal injury to the extent it results from its negligence, or of its employees or agents in the course of their engagement; and (ii) its own fraud or that of its employees or agents in the course of their engagement.
- 11.7. The Publisher reserves the right to change the content, presentation, user facilities or availability of parts of the Licensed Work and to make changes in any software used to make the Licensed Work available at their sole discretion. The Publisher will notify the Licensee and Authorised Institutions of any substantial change to the Licensed Work.
- 11.8. The Publisher makes no representation and gives no warranty express or implied with regard to the accuracy of the information contained in or in any part of the Licensed Work and the fitness of such information or part for any purposes whatsoever and the Publisher accepts no liability for loss suffered or incurred by the Licensee, Authorised Institutions or Authorised Users and Authorised Demonstrators as a result of their reliance on the Licensed Work or for any loss suffered or incurred as a result of pages being omitted from the Licensed Work in error provided the Publisher will rectify such omissions as soon as reasonably practical on being made aware of them.

- 11.9. The Licensee agrees to cause the Authorised Institutions or Licensees to provide the Publisher with prompt notice and provide full particulars in the event that it becomes aware of any actual, suspected or threatened claims by any third party in connection with works contained in the Licensed Work and do all things reasonably required to assist the Publisher in such claims. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed Work. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Licence. At the request of the Publisher, the Licensee will cause the Authorised Institutions to use all reasonable efforts to remove such work(s) from any copies of the Licensed Work maintained by the Authorised Institutions.
- 11.10. The Licensee will cause the Authorised Institutions to represent to the Publisher that its computer system through which the Licensed Work will be used is configured, and procedures are in place, to prohibit access to the Licensed Work by any person other than an Authorised User; that it shall inform Authorised Users and Authorised Demonstrators about the conditions of use of the Licensed Work; and that during the term of this Licence, the Licensee will cause the Authorised Institutions to continue to make all reasonable efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users and Authorised Demonstrators.

12. FORCE MAJEURE

- 12.1. Either party's failure to perform any term or condition of this Licence as a result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ["Force Majeure"] shall not be deemed to be, or to give rise to, a breach of this Licence.
- 12.2. If either party to this Licence is prevented or delayed in the performance of any of its obligations under this Licence by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

13. ASSIGNMENT

- 13.1. Save as provided herein, neither this Licence nor any of the rights under it may be assigned or sub-licensed by either party without obtaining the prior written consent of the other party. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Licence and agrees to be bound to all the terms of this Licence.

14. GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1. This Licence shall be governed by and construed in accordance with English law and the parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the jurisdiction of the English courts.
- 14.2. The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Managing Director of the Publisher and the Licensee. Where the parties agree that a dispute arising out of or in connection with this Licence would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.
- 14.3. Any person to whom a reference is made under Clause 14.2 shall act as expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.
- 14.4. Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.
- 14.5. The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

15. NOTICES

- 15.1. All notices required to be given under this Licence shall be given in writing in English and sent by courier or special delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Licence, and all such notices shall be deemed to have been received three days after posting where sent by special delivery or on despatch in the case of despatch by courier. Copies of notices are to be sent to JCS Online Resources.

if to the Licensee: to the Primary contact named in the Acceptance of Licence Form

if to the Publisher:

Jill Rosa
VP, Customer Success
Credo Reference Limited
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GENERAL

- 15.2. This Licence, Schedules and Annexes constitute the entire agreement between the parties relating to the Licensed Work and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.
- 15.3. The Schedules and Annexes shall have the same force and effect as if expressly set in the body of this Licence and any reference to this Licence shall include the Schedules and Annexes.
- 15.4. The invalidity or unenforceability of any provision of this Licence shall not affect the continuation in force of the remainder of this Licence.
- 15.5. The rights of the parties arising under this Licence shall not be waived except in writing. Any waiver of any of a party's rights under this Licence or of any breach of this Licence by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Licence shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

ANNEX 1: LICENCE FEE AND PAYMENT TERMS

The Licensee will pay the Publisher the applicable Fee through JCS Online Resources Limited in accordance with the applicable charging band as set out below.

Each applicable Fee shall be **due and payable 30 days** after receipt by the Licensee of an invoice for such fee from JCS Online Resources Limited acting on behalf of the Publisher.

Annual Fees for Credo Online Reference Service commencing 1 August 2018

Bands	Size of population	Annual Fee
A	>1,300K	£10,502
B	1001 - 1,300K	£8,361
C	700 - 1000K	£5,812
D	601 - 700K	£5,251
E	501 - 600K	£4,691
F	401 - 500K	£3,379
G	201 - 400K	£2,811
H	151 - 200K	£2,629
I	101 - 150K	£2,061
J	<100K	£1,129

All prices are exclusive of VAT.

ANNEX 2: THE FORM

The Form

View Quotation Order Details **The Form** Your Order

Please read and accept the licence(s) below:

Product	Licence Period	Licence Fee (excluding VAT but including the JCS service fee)
Credo Online Reference Service for Public Libraries	12 Months	£0.00

Credo Online Reference Service for Public Libraries

- I am authorised to confirm acceptance of the Licence below on behalf of my institution/organisation.
- I have read and understood the terms of the Licence.
- I understand that this subscription will be automatically renewed if I don't cancel 2 months prior to the end date.
- I confirm the order and accept the Licence on behalf of my institution/organisation.

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It should be noted that by confirming the order and accepting the licence, your institution is legally bound to pay the full total applicable fee for each Licence to the Publisher through JCS Online Resources.

TO COMPLETE THE ORDER YOU MUST HAVE ACCEPTED ALL THE LICENCES LISTED ABOVE.

CLICK HERE TO COMPLETE ORDER