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AND WHEREAS the Licensor has agreed with JCS Online Resources Limited to use this Licence as the model for any agreement between the Licensor and a subscribing organisation in relation to the offer agreed between JCS Online Resources Limited and the Licensor as set out in 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 User"	(a) every member of the teaching and research staff employed by or otherwise accredited to the Licensee and/or an Authorised School whether full-time or part time; (b) every student enrolled or accredited to the Licensee and/or an Authorised School for the purposes of full-time or part-time attendance; (c) individual members of the public registered as users of the Licensee's and/or Authorised School's library or information service; and (d) individual members of the public permitted to use the Licensee's and/or Authorised School's library or information services; in each case who are permitted general access to the Secure Network by the Licensee;
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"Authorised School"	means an Eligible School that is listed in the Form attached to the Licence and is covered by the Fee, for as long as the Licence remains in effect;
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"Commencement Date"	means the start date of the subscription as set out in the Form;
"Eligible Schools"	means any school funded by the Licensee.
"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 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.
"License Fee"	means the fee as set out in Annex 1. License Fees are based on an annual subscription and are due for the initial License Period and any subsequent renewal pursuant to clause 4.1.
"License Period":	means the period of subscription as set out in the Form or as otherwise renewed pursuant to Clause 4.1.
"Licensed Products"	means the products licensed in this Licence known to the parties as 'CTRO' being an online resource to help reference and avoid plagiarism.
"Offer"	means the offer as agreed between JCS Online Resources and the Licensor which is attached in Annex 1 hereto.
"Order Confirmation Email"	means the email to the Licensor, 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, list of Authorised

Schools, where applicable, 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 Licensor and the Licensee from time to time.
- "Secure Network" means a network which is only accessible by Secure Authentication.

1.2 The failure of any party to enforce any provision of this Agreement on any one occasion shall not affect its right to enforce another provision or the same provision on another occasion.

2. GRANT OF LICENCE

- 2.1. Subject to the Licensee complying with its obligations under this Agreement, the Licensor grants to the Licensee the following non-exclusive and non-transferable rights ("the Rights"), for the License Period:
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 - 2.1.2. to download and print copies of parts of the Licensed Products which are made available for this purpose for personal use or for pedagogical purposes and you understand and agree that such materials are made available for download by way of a non-exclusive, revocable and personal license only; and
 - 2.1.3. to create a hypertext link to any part of the Licensed Products provided that no person other than an Authorised User may use such hypertext link.
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- 2.4. The Licensee is responsible for the provision of and payment for the computer equipment and communication services necessary for access to and use of the Licensed Products. The Licensor shall not issue credits or refunds against charges incurred by the Licensee in relation to such communication services or those incurred contacting Customer Support. The Licensee accepts that the Licensor has no control over such communication services and

that the Licensor shall have no liability to the Licensee for the acts or omissions of providers of communication services or for faults in or failures of their apparatus or of the Licensee's computer equipment.

- 2.5. Licensor reserves the right to discontinue publication and/or distribution of any part of the Licensed Products and to withdraw, edit or amend any part of the Licensed Products to which it no longer retains the right to publish or which it reasonably believes is incorrect or may give rise to a legal claim.
- 2.6. Nothing in this License shall constitute a waiver of any statutory rights held by the Licensee, Authorised Schools or Authorised Users from time to time under any applicable laws.

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Except as expressly permitted in Clause 2.1, the Licensee warrants that it will not, nor will it licence or permit others to, directly or indirectly, without the Licensor's prior written consent:

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- 3.2. make the Licensed Products, or any element of them, available by any means to persons other than Authorised Users;
- 3.3. remove, modify or obscure the Licensor's copyright or other notices, trademarks, logos, service marks or any other proprietary rights from the Licensed Products;
- 3.4. except as permitted under applicable law, alter, amend, modify, translate, change or create any derivative work of the Licensed Products or any element of them; or
- 3.5. save as expressly provided under applicable law, make mass, automated or systematic extractions from or hard copy storage of the Licensed Products or use routines designed to continuously and automatically search and index the Licensed Products (full text and meta data) such as webcrawling or spider programs or engage in any activity likely to burden the platforms hosting the Licensed Products.

4. TERM AND TERMINATION

- 4.1. Save as expressly provided otherwise in this Agreement, the License Period shall have the initial term as set forth in the Form. The License Period shall automatically renew for successive one-year periods unless terminated by either party upon at least two (2) months' written notice prior to the end of the then current License Period with a copy to JCS Online Resources Limited.
- 4.2. The Licensor may terminate this Agreement at any time upon at least sixty days' prior written notice to the Licensee.
- 4.3. If termination of the License Period occurs as a result of notice being given by the Licensee under Clauses 4.4, 4.6 or 9.2 or by the Licensor under Clauses 4.2 or 9.2 the Licensor shall

repay the Licensee a pro-rateable proportion of the Licence Fee as represents the paid for but unexpired License Period at the date of termination.

- 4.4. Either party may terminate this Agreement at any time upon written notice to the other if the Licensee is unable to exercise the Rights due to the Licensed Products being unavailable for a period in excess of 50 hours (in aggregate) in any continuous period of 1,000 hours as a result of any act or omission of the Licensor (including, without limitation, any temporary or permanent discontinuation of provision of access to the Licensed Products by the Licensor).
- 4.5. Without prejudice to any other rights the Licensor may have, the Licensor may suspend the provision of the Licensed Products to the Licensee with immediate effect on written notice without liability if the Licensor believes any Licensed Product is being used in a manner that contravenes the provisions of this Agreement, or in the event of delay or failure to pay in accordance with Clause 5 below.
- 4.6. Either party may terminate this Agreement (at any time upon written notice to the other if the other party commits a material breach of any term of this Agreement (for the avoidance of doubt non-payment of any fees as they fall due under this Agreement by the Licensee shall constitute a material breach). The termination will become effective thirty days after receipt of written notice unless, in the case of a remediable breach, during the relevant period of thirty days the defaulting party has remedied the breach. Either party may terminate the Agreement forthwith on notice in writing to the other if (i) the other party is unable to pay its debts or ceases or threatens to cease to carry on business, (ii) a meeting of creditors of the other party is held or an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement as defined in the Insolvency Act 1986) is proposed by or in relation to that party, (iii) a chargeholder, receiver, administrative receiver or other similar person takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within seven days) on the whole or a material part of the assets of the other party (iv) a petition is advertised or a resolution is passed or an order is made for the administration or the winding-up, bankruptcy or dissolution of the other party, or (v) any event analogous to any of the foregoing occurs in any jurisdiction.
- 4.7. On termination of the License Period for any reason, the Licensee shall have no further rights of any kind to the Licensed Products and the Licensee shall destroy and use its best endeavours to procure that all Authorised Users destroy, all parts of the Licensed Products stored on its Secure Network or personal electronic devices and physical storage media.

5. LICENCE FEE

- 5.1. The Licensee shall pay to the Licensor the Licence Fee and any other payments under this Agreement within 30 days of the date of invoice. The Licensor has instructed JCS Online Resources Ltd to issue invoices to Authorised Schools or the Licensee in respect of the Licence Fee.
- 5.2. All amounts specified as payable by the Licensee under this Agreement shall be exclusive of any sales, use, withholding, value added or similar taxes government fees or levies or

assessments. Collection and/or remittance of such taxes to the relevant tax authority shall be the responsibility of the party who has the legal obligation to do so.

6. RIGHTS AND RESPONSIBILITIES OF LICENSOR

- 6.1. Licensor may control access to the Licensed Products through Secure Authentication.
- 6.2. Licensor reserves the right to monitor, investigate and analyse all available data to detect misuse of the Licensed Products.
- 6.3. Licensor shall use commercially reasonable efforts to provide online access to the Licensed Products subject to periodic unavailability due to (a) technical issues or (b) server and software maintenance; which shall not exceed a period of 50 hours (in aggregate) in any continuous period of 1000 hours. Licensor shall use commercially reasonable efforts to restore access to the Licensed Products as promptly as possible in the event of an interruption or suspension of access to the Licensed Products.
- 6.4. The content of the Licensed Products is subject to change without notice in order to amend, edit, update or replace.
- 6.5. To the extent permitted under applicable laws, the Licensor may provide anonymised and aggregated data on usage of the Licensed Work that is available to them during the License Period.

7. RESPONSIBILITIES OF THE LICENSEE

- 7.1. The Licensee will take all reasonable steps to ensure that the Licensed Products are used only in accordance with the terms and conditions of this Agreement and shall inform Authorised Users of the permitted use, restrictions and other provisions set out in this Agreement.
- 7.2. The Licensee will notify the Licensor immediately of infringements that come to the Licensee's notice and the Licensee agrees to co-operate with the Licensor as appropriate to stop further abuse should it occur.
- 7.3. Nothing in this Agreement shall make the Licensee liable for breach of the restrictions set out in the terms and conditions of this Agreement by any Authorised User as long as the Licensee complied with the terms of Clauses 6, 7.1 and 7.2 and did not cause, intentionally assist in or encourage such breach nor allowed it to continue after having received notice of such breach whether from the Licensor or otherwise. However, in the event of continuing abuse the Licensor shall be entitled to terminate this Agreement.

8. WARRANTIES, UNDERTAKINGS AND INDEMNITIES

- 8.1. The Licensor warrants to the Licensee that it has full right and authority to grant the Rights to the Licensee and that the use by the Licensee of the Licensed Products in accordance with this Agreement will not infringe the rights of any third party. The Licensor shall indemnify the Licensee from and against any and all third party claims, demands, costs, losses and liabilities (including reasonable attorney fees) incurred by the Licensee which arise out of a breach of the warranty in Clause 8.1 provided that the Licensee must inform the Licensor

immediately upon becoming aware of any claim, not attempt to compromise or settle the claim and give reasonable assistance to the Licensor who shall be entitled to assume sole conduct of any defence and/or settlement with counsel of the Licensor's choice at its expense.

- 8.2. The Licensor shall have the right at its sole option:
 - 8.2.1. to procure the right for the Licensee to continue using the Licensed Products;
 - 8.2.2. to make such alterations, modifications or adjustments to the Licensed Products that it becomes non-infringing without incurring a material reduction in performance or function; or
 - 8.2.3. to replace the Licensed Products with non-infringing substitutes provided that such substitutes do not entail a material reduction in performance or function.
- 8.3. Without prejudice to the generality of the foregoing, the Licensor shall not be liable for any damages arising from:
 - 8.3.1. use of the Licensed Products by the Licensee or any Authorised User other than as expressly permitted under this Agreement;
 - 8.3.2. any failure or malfunction resulting wholly or to any material extent from the Licensee's and/or Authorised user's wilful misconduct, negligence, operator error or use other than in accordance with the User Documentation;
 - 8.3.3. the failure by the Licensee to implement recommendations previously advised by the Licensor in respect of, or solutions for, faults in the Licensed Products; or
 - 8.3.4. the decompilation or modification of the Licensed Products or its merger with any other program by any person other than the Licensor or its authorised agent; or
 - 8.3.5. the Licensee or any Authorised User being unable to exercise the Rights due to the Licensed Products being unavailable as a result of any act or omission of the Licensor provided that the period for which the Licensed Products is not available shall not exceed a period of 50 hours (in aggregate) in any continuous period of 1000 hours.
- 8.4. Except as expressly set out in this License and subject only to clause 11.1, no implied conditions, warranties or other terms, including any implied terms relating to satisfactory quality or fitness for any purpose, will apply to the Licensed Products. In particular, neither Licensor nor anyone else warrants that the operation of any Licensed Products will be uninterrupted, contaminant-free or error-free, or that they will meet the Licensee's requirements. No oral or written information or advice given by any representative of the Licensor or by anyone else shall create any warranties.

9. FORCE MAJEURE

- 9.1. Either party's failure to perform any term or condition of this License as a result of conditions beyond its control such as, but not limited to, war, strikes, floods, governmental restrictions, power failures, or damage or destruction of any network facilities or services, shall not be deemed a breach of this License.
- 9.2. If any event set out in Clause 9.1 shall continue for a period in excess of 30 days either party shall be entitled to terminate this License forthwith by written notice to the other.

10. NOTICE

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 on the Form
if to the Licensor	Emily Lawrence Digital Commercial Manager 4 Crinan Street London N1 6XW email: Emily.lawrence@macmillaneducation.com
if to JCS Online Resources	Joyce Martin Managing Director JCS Online Resources Ltd Suite 1 Whichford House, Parkway Court, John Smith Drive, Oxford OX4 2JY Email: joyce@jcsolineresources.org

11. LIABILITY

- 11.1 Neither party excludes or limits liability to the other party for death or personal injury caused by its own negligence, gross negligence and intent or any other liability the exclusion or limitation of which is prohibited by law.
- 11.2 Except as provided for in Clause 11.1 above, the liability of the Licensor in respect of any and all claims (whether in contract or in tort) arising out of or in connection with this Agreement is limited in respect of each event or series of connected events to the greater of GBP10,000 or an amount equal to the fees paid under this Agreement.
- 11.3 Except as provided for in Clause 11.1, notwithstanding anything else contained in this Agreement, in no event shall the Licensor be liable to the Licensee for:
- 11.3.1 loss of profits, business, revenue, goodwill, anticipated savings;

11.3.2 indirect, special, incidental or consequential loss or damage including but not limited to, loss of data, business interruption or loss of profits; or

11.3.3 any inaccuracies or omissions in the Licensed Products.

12. DATA PROTECTION

12.1 For the purposes of this Clause, the terms “controller”, “personal data” and “processing” shall have the meanings given to them in the General Data Protection Regulation 2016/679 (“GDPR”). In addition to this Agreement, please read the Privacy Policy and Cookies Policy [<https://citethemrightonline.com/Privacy-and-cookie-policy>] carefully as it governs the Licensor’s collection and use of personal data about the Authorised Users (“their personal data”).

12.1. The Licensee acknowledges that the Licensor may process data (including their personal data) in connection with the provision of services, products or applications by the Licensor pursuant to this Agreement.

12.2. The Licensee acknowledges and confirms that both the Licensor and the Licensee are independent controller of their personal data and that both Parties will individually determine the purposes and means of processing with regard to their personal data.

12.3. The Licensee further confirm that it will obtain and maintain all appropriate permissions and valid consents, where required under all applicable data protection laws, in order to permit the processing of their personal data in connection with the Licensed Products. In case such consent is legally required the Licensee will:-

12.3.1. maintain a record of all consents obtained from Authorised Users, including the time and date on which the respective consent was obtained, the information presented to the Authorised User in conjunction with obtaining the consent and all withdrawals of consent; and

12.3.2. upon written notice, make the aforementioned records available to the Licensor.

13. GOVERNING LAW

This Agreement 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 Agreement will be subject to and within the jurisdiction of the English courts.

14. SEVERABILITY

In the event any provision of this License is held by a court or other tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this License will remain in full force and effect.

15. WAIVERS

No provision of this License or breach thereof may be waived except in a writing signed by the party against whom the waiver is sought to be enforced.

16. ASSIGNMENT

The Licensor may assign its rights or delegate its obligations, or any part thereof under this License, or use subcontractors, without the prior consent of the Licensee. The Licensor will require any such party comply with the Licensor's obligations under this License. The Licensee may not assign its rights or delegate its obligations or any part thereof under this License without the prior consent of the Licensor. Any attempt by the Licensee to assign or delegate any rights or obligations set forth in this License without the Licensor's prior consent shall be null and void.

17. ENTIRE AGREEMENT

This License supersedes and replaces all prior agreements and understandings, whether written or oral, between the parties concerning the subject matter hereof. This License constitutes the entire agreement between the parties concerning its subject matter and cannot be modified, nor may any of its provisions be waived, except when executed in written form and signed, or signed by DocuSign electronic signature, in each case by both parties, except that in the case of waivers or consents, the foregoing requirements shall apply solely to the party giving such waiver or consent.

18. THIRD PARTY RIGHTS

Nothing in this License is intended to confer rights on any third party, under any applicable laws.

ANNEX 1: LICENCE FEE AND PAYMENT TERMS

The Licensee will pay the Publisher the applicable License Fee through JCS Online Resources Limited, either for an individual school or for each school listed on the Form in accordance with the applicable charging band as set out below.

Each applicable License Fee shall be due and payable 30 days of the date of an invoice for such fee from JCS Online Resources Limited acting on behalf of the Publisher.

Annual License Fees for Cite them Right Online

applicable from 1 March 2019

Subscription Fee Options:	Price per learner \$ USD	Minimum fee	Maximum fee
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Senior High/Senior Years Only based on total number of senior high students	\$1.48	\$148	\$740

NOTES:

- A Service fee equal to 15% of the appropriate License Fee is payable to JCS Online Resources and will be included within the total fee.
- The Publisher reserves the right to increase the License Fees listed above annually by no more than 10%. Publisher will inform Licensee of such increase at least 90 days prior to the renewal term.

ANNEX 2 – FORM