

# MASTER AGREEMENT FOR ELECTRONIC SUBSCRIPTION

The **parties** to this Master Agreement are:

**Cengage Learning India Pvt. Ltd.**, a Company with its principal offices at 418 F.I.E. Patparganj, New Delhi - 110092 (Company Registration No: [U72400DL2003PTC178120]) ("**Cengage Learning**"),

And \_\_\_\_\_, with its principal offices at \_\_\_\_\_ ("**Client**").

The **date** of this Master Agreement is: [            ]

This Master Agreement incorporates the Sections (as checked below):

- X** Section 1: General Terms and Conditions
- X** Section 2: Subscription Terms
- N/A Section 3: Archive Product Terms
- N/A Section 4: Hosting Terms
- X** Section 5: Restrictions on Use

For the purposes of this Master Agreement, the Client is classified by Cengage Learning, and the Client agrees to the terms and conditions under this Agreement applicable to it, as an:

- Academic Institution
- School
- Corporate
- Public Library
- Special Library

In consideration of the mutual promises set out in this Agreement, as well as other good and valuable consideration, Cengage Learning and Client agree to its terms:

Signed for and on behalf of the Client by:

Print Name:
Signature:
Title:
Date:

Signed for and on behalf of Cengage Learning India Pvt. Ltd

Print Name:
Signature:
Title:
Date:

Initials	

# SECTION 1: GENERAL TERMS AND CONDITIONS

## 1. Definitions & Interpretation.

1.1 In this Agreement, the following terms shall have the following meanings:

“**Affiliate**” means:

- (i) with respect to Cengage Learning:
  - (a) all subsidiaries or related corporations of Cengage Learning;
  - (b) Gale International Limited and
  - (c) any other entities expressly designated by Cengage Learning by notice in writing as falling within this definition.
- (ii) with respect to a Client which is a body corporate, all subsidiaries or related corporations of such Client.

“**Archive Product**” means an archive database as described in the Archive Product Schedule.

“**Archive Product Schedule**” means the schedule annexed to Section 3.

“**Authorized Users**” are the authorized users of a Service or Archive Product, as specified in this Agreement.

“**Client**” is as specified on the first page of this Agreement.

“**Hosting Service**” means a service through which the Client obtains access to the Archive Product as specified in the Hosting Service Schedule.

“**Hosting Service Schedule**” means the Schedule annexed to Section 4.

“**Restrictions on Use**” means the restrictions on the Client’s use of the Archive Product and Subscription Service as specified in Section 5.

“**Service**” means the Hosting Service or the Subscription Service, or either of them, as the context requires.

“**Scope of Use Schedule**” means the Schedule annexed to Section 5 setting out the scope of the Client’s permitted use of the Subscription Service or Archive Product.

“**Sources**” means third parties whose materials, software or services are available through the Subscription Service or the Archive Product.

“**Subscription Service**” is the on-line service(s) to which the Client subscribes as specified in the Subscription Schedule.

“**Subscription Service Schedule**” means the Schedule annexed to Section 2.

“**Cengage Learning**” is as specified on the first page of this Agreement.

1.2 Whenever the words “include”, “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation”.

1.3 The Schedules, Exhibits, Attachments and Appendices to this Agreement shall be incorporated into and deemed part of this Agreement and all references to this Agreement shall include the Schedule, Exhibits, Attachments and Appendices to this Agreement.

## 2. Term and termination.

2.1 This Agreement begins on the date upon which it has been signed by both parties and will continue unless or until terminated in accordance with its terms.

2.2 If one party has committed a material breach of this Agreement ("defaulting party") and the breach is not remediable or the defaulting party has not remedied the breach within thirty (30) days of receiving notice of it from the other party ("innocent party"), then without prejudice to any other remedy, the innocent

Initials	

party may on written notice to the defaulting party terminate this Agreement with immediate effect by notice in writing. Client acknowledges and agrees that "material breach" shall be deemed to include any failure of the Client to pay the fees for a Service or Archive Product in accordance with the terms of this Agreement.

2.3 If either party becomes insolvent or unable to pay its debts when due, the other may terminate this Agreement by notice to the first party with immediate effect. If Cengage Learning gives or has the right to give notice under this Clause 2.3, Cengage Learning may suspend all Services provided under this Agreement without prejudice to any further right or remedy Cengage Learning may have.

2.4 Clauses 2.4, 2.5, 3 and 4 of this Section 1 will survive termination of this Agreement.

2.5 Termination of this Agreement or cancellation of a Service or Archive Product will not affect any rights accrued or obligations arising on or before the date of cancellation or termination.

**3. Disclaimers and limitations of liability.**

3.1 Except as provided for in this Agreement, Cengage Learning accepts no liability in contract, negligence or otherwise for (i) any error or omission in a Service or Archive Product; (ii) for the consequences of reliance by the Client or Authorized Users on a Service or Archive Product nor (iii) for any interruption to a Service or the access or use of the Archive Product by the Client.

3.2 Except as set out in this Agreement, all warranties, terms and conditions, express or implied by statute, common law or otherwise, are excluded.

3.3 Neither Cengage Learning nor the Client will be liable in contract or negligence or otherwise for: (i) loss of profits, revenue, goodwill, data, business, reputation or anticipated savings, whether such losses are direct or indirect, and whether such losses are foreseeable or not; or (ii) any indirect losses including such indirect losses described in Clause 3.3(i) above, however such direct or indirect losses may arise and even if Cengage Learning or the Client or an Affiliate of either of them (as applicable) has been informed or advised of the possibility of such direct or indirect losses.

3.4 The aggregate amount of the liability of Cengage Learning and Cengage Learning's Affiliates which may arise out of or in connection with this Agreement, whether in contract or negligence or otherwise, will (i) for losses, liability and damages caused by Client's use of a Archive Product be limited to the Fees paid to and received by Cengage Learning for that Archive Product and (ii) for losses, liability and damages caused by Client's use of a Service, in respect of all incidents or series of incidents occurring in any one calendar year, be limited to an amount equal to the fees payable by Client in the calendar year in respect of the Service under which that liability has arisen. Notwithstanding any other provision of this Agreement, in no event shall Cengage Learning's total liability arising out of, under or in connection to or in relation to this Agreement and at law howsoever caused, exceed the amount equal to the **[state an amount]**.

3.5 Cengage Learning indemnifies the Client against any reasonable legal fees, disbursements and costs of investigation and litigation and any costs of settlement, judgment, interests and penalties which arise as a direct result of a court proven third party claim that the use of a Service or Archive Product by the Client or its Authorized Users in accordance with this Agreement infringes the intellectual property rights of that third party. This indemnity shall be subject to the Client (i) promptly notifying Cengage Learning of any matter which gives rise to the indemnity ('Claim'); (ii) not, without Cengage Learning's written consent, doing or omitting to do anything, or making any admission or other action, which materially prejudices or compromises Cengage Learning's defense of the Claim; (iii) taking all reasonable steps to mitigate its loss; and (iv) granting Cengage Learning the conduct of all negotiations and litigation

Initials	

arising from the Claim and giving Cengage Learning (at Cengage Learning's request and expense) all reasonable assistance requested by the indemnifying party in connection with it. This indemnity shall not apply to any Claim to the extent that the Claim arises from the modification by the Client or the Client's Authorized Users of any part of the content comprising the Service or the Archive Product, notwithstanding that such modification is or may be permitted under the terms of this Agreement.

3.6 The provisions in this Agreement limiting liability do not apply to (i) death or personal injury resulting from negligence; or (ii) fraud or deceit in relation to which no restriction or constraint applies to Cengage Learning or the Client.

**4. Intellectual Property.**

4.1 The Client acknowledges that Cengage Learning and its Sources own all data, documentation and other content comprising the Services and Archive Products.

4.2 The Client shall use all reasonable efforts to restrict and control unauthorized access to a Service or Archive Product. The Client agrees to notify Cengage Learning if it becomes aware of any of the following: (a) any loss or theft of the Client's password(s) used in relation to a Service or Archive Product (if any); (b) any unauthorized use of such passwords; or (c) any breach by an Authorized User of the terms of this Agreement. Upon becoming aware of any breach of the terms of this Agreement by an Authorized User, the Client agrees to work with Cengage Learning to correct such practices.

**4.3 The Client agrees not to sell, exchange, license, offer on a 'pay per use' basis, encumber, time-share, offer on a "pay-per-use" basis, barter or transfer, rent, lease, loan, resell for profit, distribute or in any other manner commercially exploit any data, documentation or other content comprising a Service or Archive Product except as expressly permitted in this Agreement.**

**5. General.**

5.1 Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and supercedes all prior Agreements and understandings oral or written relating to the subject matter hereof. The parties acknowledge that in entering into this Agreement they have not relied on any representations made by either of them that are not expressed in this Agreement. Alterations to this Agreement, as amended from time to time are only valid if they are recorded in writing and signed by both parties.

5.2 Confidentiality. Both parties shall not use itself or reveal to any person or business, confidential or proprietary information or material gained as a result of this Agreement, including without limitation, the terms and conditions of this Agreement, except as may be required by any court of competent jurisdiction, governmental agency, law or regulation (in such event, Client shall notify Cengage Learning before disclosing this Agreement). Notwithstanding the foregoing, the terms and conditions of this Agreement may be revealed by Client as part of the normal reporting or review procedure to its accountants, auditors and legal counsel, provided such accountants, auditors, and legal counsel agree to keep such information confidential. This Section shall not supersede any non-disclosure agreement separately executed between the parties, and such terms and conditions thereof shall remain in full force and effect and shall be deemed incorporated herein and shall take precedence over any conflicting terms herein.

5.3 Assignment. This Agreement may not be assigned by either party to any other person or organization, nor may the Client sub-contract any of its obligations, without the prior written consent of the other party; provided however, Cengage Learning may assign all or any of its rights and assign all or any of its obligations under this Agreement to any company which is, from time to time, an Affiliate of Cengage Learning, without consent of the Client. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties. Any attempted assignment in violation of this section is null and void.

Initials	

5.4 **Force Majeure** Neither party's delay or failure to perform any provision of this Agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, flood, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

5.5 **Notice.** Any notice or other communication required or permitted in this Agreement shall be in writing to the contact details provided herewith and shall be deemed to have been duly given on the day of service if served personally or three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid, or two days after mailing if mailed by commercial overnight courier to the address for that party as specified below of this Agreement, unless such address is changed by notice in compliance with this Clause 5.4.

<b>Cengage Learning's Contact Details</b>	<b>Client's Contact Details</b>
Name:	Name:
Address:	Address:
Tel:	Tel:
Fax:	Fax:
Email:	Email:

5.6 **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, the provision shall be deemed omitted to the extent that it is invalid, illegal, or unenforceable. In such a case, the remainder of this Agreement shall be construed in a manner as to give greatest effect to the original intention of the parties to this Agreement.

5.7 **Waiver.** The waiver of failure of either party to exercise in any respect any right provided in this Agreement in any instance shall not be deemed to be a waiver of such right in the future or a waiver of any other right under this Agreement.

5.8 **Headings.** The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

5.9 **Relationship of the Parties.** The relationship of the parties hereto shall be that of independent contractors. Nothing herein shall be construed to create any partnership, joint venture, or similar relationship or to subject the parties to any implied duties or obligations respecting the conduct of their affairs, which are not expressly stated herein. Neither party shall have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party, or to bind the other party in any matter or thing whatsoever.

5.10 **Governing Laws.** This Agreement shall be subject to, governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts of New Delhi India.

5.11 **Third Party Rights.** Affiliates of Cengage Learning and the Sources may enforce the terms of this Agreement subject to and in accordance with the terms of the Agreement. Save for Affiliates of Cengage Learning and the Sources, a person or entity who is not a party to this Agreement shall have no right under the Contract to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this clause shall affect the rights of any permitted assignee or transferee of this Agreement.

Initials	

5.12 Variation. No variation, amendment or rescission of this Agreement shall bind either party unless made in writing in the English language and signed by both parties. Without prejudice to the generality of Clause 5.10 above, the parties' rights to vary, amend or rescind this Agreement in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to this Agreement.

5.13 DISPUTE, RESOLUTION AND ARBITRATION

That in respect of any and all disputes relating to, concerning or otherwise arising out of this agreement, the parties hereto shall promptly in good faith, negotiate with a view to reach its amicable resolution and settlement, however, if no settlement, is reached within a period of 15 days from the date of disputes, such disputes arising out of or in connection with this agreement shall be adjudicated in accordance with of the Arbitration and Conciliation Act, 1996 and rules made hereunder and shall be referred to the arbitration of a sole arbitrator to be appointed by the Director/CEO/ President Operations /CFO of Cengage Learning who may appoint any person as an Arbitrator including but not limited to any of the employees, directors etc. of Cengage Learning. The procedure for appointing the Arbitrator shall be that either of the parties may serve a notice as mentioned in this agreement to the Director/CEO/ President/CFO of who on receipt of the said notice shall appoint an arbitrator within 30 days referring to him the disputes raised by the parties and the arbitrator upon being so appointed shall give an award which shall not mention any reasons thereof. The venue of such arbitration shall be New Delhi, without prejudice to the above, it is clarified that the courts of Delhi alone shall have the jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this agreement and the same is being entered upon at New Delhi

5.14 The Client agrees and acknowledges that this Agreement and the Service do not include (unless otherwise agreed by both parties) the provision of Internet access or other telecommunication services by Cengage Learning. Any Internet access or telecommunications services required by the Client to access and use the Service shall be the responsibility of the Client and shall be separately obtained by the Client, at their own cost, from the appropriate internet access service provider.

5.15 Cengage Learning may exercise its absolute and independent discretion as to the most appropriate and effective manner of providing the Service and of the use or deployment of applicable resources for the provision of the Service, the configuration of its systems and other resources and the nature and manner of internal support and other resources applied to or deployed for the provision of the Service and, may vary its processes, procedures and all matters referred to in this clause without prior notification to the Client. Cengage Learning may select and engage sub-contractors to fulfil any of its obligations under this Agreement and assign such of its personnel or personnel of an Affiliate of Cengage Learning or other third party as it deems appropriate for the purposes of providing the Service. Cengage Learning reserves the right to change the location where it uses, locates or deploys its software, applications, equipment, hardware or other resources.

5.16 The use of the Service by Client will involve the Client's access to and use of portals, websites or other electronic links of an Affiliate of Cengage Learning and such access and use is or may be subject to additional terms and conditions ("**Additional Terms**") prescribed by such Affiliate, which will apply in full force and effect. In the event of any inconsistency between this Agreement and the Additional Terms, the Additional Terms shall prevail in so far as the inconsistency relates to the service, product or subject matter in question unless otherwise provided.

Initials	

# SECTION 2: SUBSCRIPTION TERMS

## 1. Definitions.

In this Section 2, the following terms shall have the following meanings:

“**Authorized Sub-User**” means the entities (if any) specified as such in the Scope of Use Schedule annexed to Section 5.

“**Authorized Users**” means the users authorized to use the Subscription Service as specified in the Subscription Schedule.

“**Subscription Fee**” means the fees payable by Client for access to the Subscription Service, as specified in the Subscription Schedule and amended from time to time in accordance with Clause 5.1 of this Section 2.

“**Subscription Period**” means, unless otherwise specified in the Subscription Schedule, a period of one year beginning on the Subscription Start Date and, where the Subscription Period is renewed in accordance with this Agreement, each subsequent one year period.

“**Subscription Start Date**” shall mean the date specified as such in the Subscription Schedule (or, if later, the date upon which Cengage Learning first provides access to the Subscription Service to the Client).

## 2. Provision and scope of use of the Subscription Service.

2.1 Cengage Learning will make the Subscription Service available or procure that the Subscription Service is made available to the Client for the Subscription Period through the access method specified in the Subscription Schedule.

2.2 Under the terms of this Agreement, Cengage Learning permits Client for the Subscription Period to provide access to the Subscription Service to the Authorized Users. Client and its Authorized Users will comply with the scope of use and the applicable terms specified in the Scope of Use Schedule and the Restrictions on Use (as defined in Section 1).

2.3 Sources may provide additional terms and conditions affecting or governing the Client’s licence to the Subscription Service, which will be appended to this Agreement, and made a part of this Agreement, as and when sent to Client by Cengage Learning. Such terms and conditions will prevail and control use of the relevant part of the Subscription Service over any conflicting terms contained in this Agreement. Client agrees that this Agreement, to the extent it pertains to materials in the Subscription Service provided by a Source, may be enforced by that Source.

2.4 Without prejudice to any other right or remedy available to Cengage Learning, if Client commits a breach of Clause 2.2 of this Section 2 and the breach is not remediable or the Client party has not remedied the breach within thirty (30) days of receiving notice of it from Cengage Learning, then without prejudice to any other remedy, Cengage Learning may on written notice to the Client terminate Client’s access to the Subscription Service with immediate effect.

Initials	

2.5 If the Scope of Use Schedule identifies 'Authorized Sub-Users', Cengage Learning will, on the written instructions of Client, make the Subscription Service available to those Authorized Sub-Users or procure that the Subscription Service is made available to those Authorized Sub-Users. For the purposes of Section 5, the restrictions and permissions that apply to Clients and Authorized Users will apply equally to each Authorized Sub-User and the authorized users of that Authorized Sub-User respectively and references in the Definitions in Section 5 to 'Client' and 'Authorized User' will be deemed to apply equally to the Authorized Sub-User and its authorized users respectively. Client will procure that the Authorized Sub-User and the Authorized Sub-User's own authorized users comply with all the applicable terms of this Agreement, including but not limited to the terms of Section 5.

### 3. Warranties, disclaimers and limitations of liability.

3.1 Cengage Learning shall use commercially reasonable efforts to procure for Client, the continuous availability of the Subscription Service, subject to, amongst other things, periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of data and downtime related to the failure of equipment, communications networks, or services that are outside the control of Cengage Learning. Scheduled downtime will be performed at a time to minimize inconvenience to customers worldwide.

3.2 Cengage Learning warrants to the Client that the use of the Subscription Service by the Authorized Users in accordance with this Agreement will not infringe the intellectual property rights of any third party.

3.3 Neither Cengage Learning nor its Affiliates will be liable in any way for any failure in, interruption to or degradation of the Subscription Service caused directly or indirectly by Client's equipment or communications networks.

3.4 Although Cengage Learning believes the Subscription Service to be reliable, Cengage Learning and its Affiliates do not guarantee or warrant any information or materials contained in or produced by the Subscription Service nor the accuracy, timeliness, completeness or reliability of the Subscription Service. Any data or information contained in or provided in connection with the Subscription Service may be incomplete or condensed.

### 4. Payment.

4.1 Client will pay to Cengage Learning or its authorized representative Subscription Fee and any Applicable Taxes, with payment details set out in **Clause 4.3**. Unless otherwise specified in the Subscription Schedule, the Subscription Fee is due within **thirty (30) calendar days** after invoice date. For the purposes of this Clause 4, "Applicable Taxes" means all taxes comprising or relating to sales, value-added taxes, goods and services taxes, and similar transaction taxes (whether of India and/or elsewhere) in all applicable jurisdictions in respect of or in connection with the performance of Cengage Learning's obligations under this Agreement or any right, licence and privileges granted by Cengage Learning under this Agreement.

4.2 Cengage Learning/ or its authorized representative may invoice the Client for the Subscription Fee for the first Subscription Period immediately upon the Client's execution of this Agreement and subsequently in accordance with Clause 5.1 below.

Initials	

4.3 The bank details of Cengage Learning or its authorized representative and Client:

<b>Cengage Learning's bank account / Authorized representative Bank Account</b>	<b>Client's bank account</b>
Payee Name:	Account Name
Account No.:	Account No.
Bank Name & Address:	Bank Name & Address:
SWIFT Code:	SWIFT Code:

**5. Renewal and cancellation of the Subscription Service.**

5.1 At any time before the end of a Subscription Period, Cengage Learning may send an invoice to the Client for a subsequent Subscription Period.

(i) If the Client pays that invoice in full before the end of the then current Subscription Period, the Subscription Period will be renewed for another year, beginning on the first day after the end of the then current Subscription Period.

(ii) If the Client pays that invoice in full after the end of that current Subscription Period and Cengage Learning continues to provide the Subscription Service for the period from the end of that current Subscription Period to the date of payment ("Interim Period"), the Subscription Period will be deemed to be renewed for another year, beginning on the first day after the end of that current Subscription Period and the terms of this Master Agreement will apply throughout the renewed Subscription Period, including the Interim Period.

The Subscription Fee for the renewed Subscription Period will be as specified in such invoice.

5.2 Cengage Learning may at any time in whole or in part suspend temporarily or indefinitely the provision of some or all of the Subscription Service, with respect to the delivery of any part of Subscription Service provided by a Source if, for any reason, that Source ceases to make the applicable materials available to Cengage Learning for reproduction in the Subscription Service.

5.3 Cengage Learning reserves the right at any time to withdraw from the Service any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes a third party's intellectual property rights or is defamatory, obscene, unlawful or otherwise objectionable.

5.4 Unless renewed in accordance with Clause 5.1 of this Section 2, Client's right to access the Subscription Service will expire at the end of the then current Subscription Period.

5.5 Clauses 3.3, 3.4 and 5.4 of this Section 2 survive termination of this Agreement.

Initials	

# SUBSCRIPTION SCHEDULE

## SUBSCRIPTION SERVICE

Name of Subscription Service	
Access Method	The Subscription Service will be accessed by the Client through the Client's own Internet connection to the Cengage Learning's or its Affiliate's data center in Waltham, Massachusetts, USA
Subscription Start Date	
Subscription Period	12 months from the Subscription Start Date specified above.
Subscription Fees	_____, payable annually in advance.

Initials	

# SECTION 3: ARCHIVE PRODUCT TERMS

Not Applicable

Initials	

# SECTION 4: HOSTING SERVICE TERMS

Not Applicable

Initials	

## SECTION 5 RESTRICTIONS ON USE

For the purposes of applying the Definitions and the Scope of Use below and determining whether any additional restrictions apply, the Client's classification is as specified by Cengage Learning on the first page of this Agreement.

### DEFINITIONS

In this Section 5, the following terms shall have the following meanings:

#### General:

**"Authorized Site"** for each Archive Product and Service means the site or sites that is/are specified in the Scope of Use Schedule.

**"Authorized Users"** for each Archive Product and Service is/are as specified in the Scope of Use Schedule.

**"Concurrent Users"** are Authorized Users simultaneously accessing the Service or Archive Product.

**"Distribute"** means copy, make available through access to materials stored on a server or otherwise distribute, electronically (including but not limited to distribution through fax or email) or in hard-copy and **"Distribution"** shall be interpreted accordingly.

**"Participating Member"** means any higher education institute, library or other entity that is, at the applicable time, a member of an Approved Library Loan Scheme.

**"Secure Remote Access"** means remote access through a network (whether a stand-alone network or a virtual network within the Internet), which is only accessible to Authorized Users approved by the Client whose identity is authenticated at the time of login and periodically thereafter consistent with best practice and whose conduct is subject to regulation by the Client.

#### Academic Institution:

**"Library Users"** means any person who is not a member of the Student and Faculty and who holds a current, valid library card (walk in users) from the Client.

**"Students and Faculty"** means all currently enrolled full or part-time students of the Client; currently employed faculty (whether on a permanent, temporary, contract or visiting basis), teaching staff, administrators and staff in the Client.

#### School:

**"Staff"** means all teaching and administrative staff currently employed by the Client.

**"Students"** means all currently enrolled students of the Client attending lessons full time at the Authorized Site.

#### Corporate:

**"Employees"** means individuals who are, at the time of accessing the Service or Archive Product either employed by the Client or engaged by the Client as consultants to work exclusively on behalf of the Client at the Authorized Site.

#### Public Library:

**"Public Library Member"** means an individual, in their personal capacity, to whom a public library at the Library Sites has issued a unique ID (e.g. in the form of a library card) and who has borrowing rights at those public libraries.

**"Public Library Staff"** means all library and administrative staff currently employed by the Client.

**"Public Library Walk-in User"** means an individual, in their personal capacity, who is not a Public

Initials	

Library Member but accesses the library services at the Authorized Site.

**Special Library:**

“**Special Library Member**” means an individual, in their personal capacity, to whom the Special Library has issued a unique ID (e.g. in the form of a library card) and who has borrowing rights at the Special Library.

“**Special Library Staff**” means all library and administrative staff currently employed by the Client.

“**Special Library Walk-in User**” means an individual, in their personal capacity, who is not a Special Library Member but accesses the library services at the Authorized Site.

Initials	

**ADDITIONAL PERMISSIONS AND RESTRICTIONS ON USE:**

In addition to the permissions and restrictions on use set out in the Scope of Use Schedule, the following additional permission and restrictions on use apply to Clients and their Authorized Users.

**SUBSCRIPTION SERVICE**

**No commercial exploitation of Subscription Service Materials**

**Applies to:** All Clients

Clients and Authorized Users may not commercially exploit materials available from the Subscription Service.

**Restriction on Distribution of Subscription Service Materials**

**Applies to:** All Clients

Except as expressly stated in this Section 5 (including the limited redistribution permission described below), Clients and Authorized Users may not Distribute all or any materials from the Subscription Service to any other person, even if that person is an Authorized User. For the avoidance of doubt, Clients and Authorized Users may not make multiple copies of materials from the Service to provide to other persons within the Client’s organization (whether in a hard-copy or electronic format or through access to materials stored on a server) even if all intended recipients are Authorized Users and there is no restriction on Concurrent Users.

**Permission for limited redistribution of extracts from the Subscription Service Materials**

**Applies to:** All Clients

Authorized Users may Distribute insubstantial extracts from the Subscription Service provided that:

- (a) the Distribution is only for educational or research purposes and is not for commercial purposes;
- (b) the Distribution is incidental to some other purpose. For example, inclusion of an illustrative extract in an article for an academic publication, a textbook or an examination paper;
- (c) the Authorized Users shall not remove, obscure or destroy any copyright, trade secret, proprietary or confidential legends or marking of Cengage Learning, the Sources or the Affiliates of Cengage Learning, as the case may be, placed upon or contained within any such extracts;
- (d) each extract is immediately followed in clear and legible text by reference to the Subscription Service; and
- (e) no more than three extracts from the Subscription Service may be Distributed in a single work, where a work includes but is not limited to, an article, a textbook or an examination paper.

**Permissible Inter-Library Loans of materials from the Subscription Service**

**Applies to:** All Clients

The Client may supply to an authorized user of a Participating Member (“Recipient”), in hard copy format or electronically, a single article or item from the Subscription Service for the purposes only of that Recipient’s research or private study, provided that (i) the copy is used by the Recipient only in hard copy format, (ii) the Recipient doesn’t, in hard copy or electronic format, distribute or otherwise make the copy available to any other person, (iii) the Recipient makes no commercial use of the copy and (iv) the Recipient, the Authorized User and the Client comply at all times with the rules of the Approved Library Loan Scheme from time to time in force.

**Use of materials from the Subscription Service for educational purposes only.**

**Applies to:** Academic Institutions and Schools

Initials	

Each Authorized User may download, display, view and print off single copies of excerpts of materials contained in the Subscription Service for the internal educational purposes of the Client and for the Authorized User's personal non-commercial use.

Members of Faculty or Staff may include in their teaching materials (whether in hard-copy or as part of a Virtual Learning Environment or Managed Learning Environment) links to materials available from the Subscription Service. Authorized Users may use these links to identify and access the relevant materials. The restrictions set out in the two paragraphs above will otherwise apply to those Authorized User's use of those materials.

**Use of materials from the Subscription Service for internal business purposes only.**

**Applies to:** Corporates

Each Authorized User may download, display, view and print off single copies of excerpts of materials contained in the Subscription Service for the internal business purposes of the Client. Authorized Users may not make multiple copies of excerpts of such materials.

**Use of materials from the Subscription Service for personal research purposes only.**

**Applies to:** Public Libraries and Special Libraries

Each Authorized User may download, display, view and print off single copies of excerpts of materials contained in the Subscription Service for his/her personal research purposes.

Initials	

