

Site License Agreement for Electronic Editions of Directories Published by Cabell Publishing Company

Agreement between Cabell Publishing Company, Inc., herein called Company, and The University of California, San Diego, herein called Subscriber. This Agreement pertains to Electronic editions of Directories published by Cabell Publishing Company, Inc. Directory includes the online edition of all material included in the Directories which are accessed by the Subscriber.

1. License

At the time the Company makes available on its website an online edition of a Directory, the Company grants the Subscriber a non-transferable license for access during the period for which the subscription has been paid, to the database of the Directory material during that period, including tables of contents, indexes and full texts of information on each journal included in the subscription. This license is subject to all provisions of this Agreement and the payment of fees as established by the Company. This license grants access to the database of the Directory material for only the period for which the fee has been paid to the Company.

2. Copyright Owner

The Company is the owner of the material included in the online edition of any Directory.

3. Scope of Access

This license grants access to the Internet domain (range, or ranges, or IP addresses) of the Subscriber. This will allow an authorized user of the Subscriber from an authorized IP address to have access to the Directory. Users not at an authorized IP address will not have access to the Directory. There are no limits on the number of users from the Subscriber that may use the Directory at any one time. Furthermore, this license grants access solely to faculty (permanent or visiting), students and staff of the Subscriber, and on-site users of the Subscriber's library and campus computer network. The Subscriber is responsible for undertaking reasonable measures to prevent access by unauthorized persons to its authorized IP addresses, and is responsible for terminating any unauthorized access of which it has actual notice or knowledge.

4. Multi-Campus or Consortium Access

This agreement does NOT permit use of the Directory on more than one campus of the Subscriber or sharing of this resource among a regional consortium. If the Company at any time determines in its sole discretion that the range of IP addresses claimed by the Subscriber represents more than one campus, it may terminate this Agreement forthwith by notice to the Subscriber, pursuant to Paragraph 7 below.

5. Use of the Directory

Any authorized user of the Subscriber may search, download, and save material included in the Directory for his or her own use, except that downloading of entire database of the Directory is not permitted. Single printed copies of individual journal entries may be made for private use or research.

A user of the Subscriber may transmit a hard copy or electronic copy of any article to any individual who is not an authorized user under this license provided such transmission is (i) not for compensation, (ii) for purposes of scholarly exchange of ideas, and (iii) not part of any systematic provision of Directory content to such user or persons affiliated with such user. Materials from the Directory may not be recompiled, manipulated, used to prepare derivative works, or published in another format without prior written permission from the Company.

The Subscriber will not be held responsible for unauthorized use of the Directory provided (i) such use is without the express or implied consent of the Subscriber; (ii) the Subscriber promptly notifies the Company of any such use of which it becomes aware; and (iii) the Subscriber takes all reasonable steps to terminate such activity promptly. The Subscriber agrees to cooperate with the Company in any investigation of any infringement or unauthorized use of the Directories. The Company shall have the sole right, at its expense, to bring any action on account of such infringement or unauthorized use.

6. Disclaimers

The Company does not warrant that the Directory will be accessible in any particular hardware/software environment. The Company does not warrant the accuracy or completeness of any information contained in the Directory, or its merchantability or fitness for a particular purpose.

The Company will have no liability to any person for any loss or damage arising out of use of, or inability to use, the Directory.

The Company will make all reasonable efforts to make its server available to the Subscriber on a 24-hour basis, excluding normal network administration and system down time, but if access is suspended or interrupted, liability will be limited to restoring access to the server as soon as practicable.

7. Termination

The Company may terminate this Agreement for any breach of the Agreement by providing the Subscriber with written notice in paper or electronic form. No refund will be provided upon such termination. This Agreement will automatically terminate at the end of the subscription period.

It is understood and agreed that the Company may find it necessary, from time to time, to change the terms of Paragraphs 3 and 5. Any such change will be effective immediately upon sending of paper or electronic notice to the Subscriber but will not be retroactive.

8. Conditions Governing the Agreement

If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, that will in no way invalidate any other provision hereof.

This Agreement constitutes the entire agreement of the parties with respect to the electronic version of the Directory and may be amended only by a written instrument created for that purpose and signed by both parties.

This Agreement will be governed by the laws of the state of California, and will be deemed to be executed in and performed solely in San Diego County, California.

THE TERMS AND CONDITIONS HEREIN ARE ACCEPTED BY:

Name of Institution: _____
By: _____
Printed Name: Tony Harvell
Title: Head of Acquisitions
Date: 7/29/09

Cabell Publishing Company, Inc.: _____
By: _____
Printed Name: David W. E. Cabell
Title: President
Date: 8-1-09