## Electronic Product License Agreement

**Terms and Conditions**

By signing this Electronic Products License Agreement, ProQuest licenses you the Product subject to the Terms and Conditions and your responsibility that you are authorized to enter into this Agreement on behalf of the Subscribing Institution.

### Subscribing Institution:

**Teeside University**

<table>
<thead>
<tr>
<th>Authorization by Customer (Licensee):</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Signature:</strong></td>
</tr>
<tr>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Title:</strong></td>
</tr>
<tr>
<td><strong>Date Signed:</strong></td>
</tr>
</tbody>
</table>

### Authorization by ProQuest LLC (Licenser):

| **Signature:** |
| **Name:** |
| **Title:** |
| **Date Signed:** |

### Terms and Conditions

- **COS** - Chisholm-Harding - Culture Change Library - Micromedia ProQuest - ProQuest - SIRS

By accessing the Product(s), you, the Institution listed on the Order Form, agree that you and your Authorized Users are bound as follows:

1. **License Grant.** Subject to the terms of this Agreement, ProQuest LLC ("ProQuest") hereby grants you a non-exclusive, non-transferable license to access and use the Product(s) listed on your approved Order Form, invoice or purchase order (the "Product") solely at your principal location and those locations listed on any Additional Sites/Membership Libraries Schedule. Any remote access rights and/or sites or simultaneous users as specified on the Order Form. Except as expressly set forth in this Agreement, you do not acquire any residual property rights in the Product(s) or any associated software, system, documentation or other material. All such rights and interests remain in ProQuest and its licensor.

2. **Remote Access.** If your subscription allows you to provide remote access to a Product, you will strictly limit such access to Authorized Users through the use of passwords, IP addresses or other means of user verification. You will not share access with other schools, libraries, institutions or third parties either directly or indirectly, unless such school, library, institution, or third party is listed on the Additional Sites/Membership Libraries Schedule. You will immediately notify ProQuest if you believe your security has been compromised.

3. **No Redistribution.** ProQuest enforces the Interlibrary Loan and Scholarly Sharing provisions below. Beyond these uses, you may not redistribute any material retrieved from the Product(s) or allow any use that will infringe the copyright or other proprietary right of ProQuest or its licensors. You may not use the Products to create products or perform services which compete or interfere with those of ProQuest or its licensor.

4. **Permitted Uses.** The Products may be used for your internal research or educational purposes, as follows:
   a. **Research and Analysis.** You and your Authorized Users are permitted to display and use information contained in the Products for educational, scientific, or research purposes, including illustration, explanation, example, comment, criticism, teaching, research or analysis, provided that in doing so you or your Authorized Users do not violate an express prohibition of this Agreement.
   b. **Digital and Print Copies.** You and your Authorized Users may download or create printouts of a reasonable portion of the articles or other works contained in the Product(s) as long as each work is retrieved directly from the on-line database system in a manner that causes a "hit" to be registered on the on-line system for each and every print or digital copy. All reproduction and distribution of such printouts, and all downloading and electronic storage of material retrieved through the Product(s) billed for your own internal or personal use are allowed under the doctrines of "fair use" and "fair dealing." Downloading of all or parts of a Product in a systematic or regular manner or so as to create a collection of materials composing all or a material subset of a Product is strictly prohibited, whether such collection is in electronic or print form.
   c. **Electronic Reserve.** Articles or other works contained in a Product may be included in your electronic reserve systems so long as such use does not materially detract from the Provider's ability to sell the Product, nor does it interfere with the use of the Product at any time by the Provider or its licensor.

ProQuest LLC ("ProQuest"). 729 E. Eisenhower Hwy, Ann Arbor, MI 48108 USA
Tel: +1 734 761 4700 Fax: +1 734 767 4210 e-mail: customerservice@proquest.co.uk

**INLT928**
Fair Use & Fair Dealing. Nothing in this agreement excludes your use of the materials contained within the Products under the doctrines of "fair use" or "fair dealing" as defined under the laws of the United States or England, respectively.

Interlibrary Loan (I.I.L.). Interlibrary Loan of materials retrieved from the Products is allowed provided that the item is not in a rare or valuable condition that would cause the recipient library's cost to exceed the cost of the Products. The recipient agrees to the following terms: (i) the recipient should verify previously provided information to ensure the accuracy of the provided information; (ii) the recipient is responsible for all costs associated with the transfer of materials; (iii) the recipient agrees to comply with any special terms imposed by specific content providers or institutions to which the recipient is affiliated; and (iv) the recipient agrees to return the materials in a condition no less than the condition in which the recipient received them.

Scholarly Sharing. You and your Authorized Users may provide to third-party colleagues in your role as author, teacher, or scholar, a limited amount of material from the Products, for personal non-commercial use, to help readers understand your work and to avoid the duplication of pre-existing works. Subject only to the terms and conditions of this Agreement, you may: (i) make one print copy of the Products for your personal or private use; or (ii) make an electronic copy of a single part of a single Product for personal or private use. You may not make copies available to others for personal or private use.

MAOC Records. You may load ProQuest's MARC records for Products into your OnLine Public Access Catalog (OPAC) containing library holdings. Retrieval of such records is not allowed into a shared online catalog system such as WorldCat without ProQuest's prior written consent.

Scholar/Researcher Profiles. The data contained with a scholar's profile within our products are for use in facilitating research and collaboration amongst journalists. Neither you nor your Authorized Users may export or otherwise exploit the scholarly profiles for mass mailing or similar marketing purposes.

Supplemental Terms.

Database Use. ProQuest will exercise its rights under this Agreement for database purposes for the research and educational use of Authorized Users. Authorized Users may not use the database for marketing purposes or for use in advertising products or services.

Commercial Use. ProQuest reserves the right to terminate this Agreement at any time upon written notice to you, if the Products are no longer available to you. The Products are for your personal and educational use only and may not be used for commercial or profit-making purposes.

Free and Paywalled. You agree to pay for the Products in accordance with the subscription terms set forth on the order form, and all costs associated with the purchase of the Products.

Term and Termination.

Term. The term of your rights and access shall commence from the Start Date and shall continue until the Expiration Date as stated on the Order Form or the accepted purchase order for each Product, plus any renewal term(s) agreed to. For CD-ROM, FTP databases, and other tangible media, you are granted a perpetual license to the most current version purchased, subject to the conditions of Use of the Products as set forth in the Agreement. This Agreement shall continue in force for so long as you are within the term of at least one ProQuest Product.

Termination for Research. If you terminate this Agreement prior to the Expiration Date, written notice of your decision to terminate the Agreement shall be provided to you. If you terminate this Agreement prior to the Expiration Date, you shall have the right to retain a copy of the Products for your personal or educational use.

Remedies. The remedies available to you under this Agreement are limited to the recovery of damages. If ProQuest suspends your access to the Products, ProQuest reserves the right to take any other legal action to enforce its rights.

ProQuest does not require the ordering or acceptance of personally identifiable user information. ProQuest makes no representation as to whether any federal, state, or local laws may require your acceptance of Authorized User's access to the Products.

Access and Use.

Access to ProQuest CD-ROM Products requires the use of software to be used in connection with the Products. The software may be reverse engineered, reverse engineered or used for any other purpose.

INL 005

ProQuest LLC (ProQuest), 789 E. Eisenhower Blvd., Ann Arbor, MI 48109, USA. Tel: +1 734 761 4700 Fax: +1 734 997-4219 e-mail: customer.service@proquest.com
b. You are responsible for local telecommunication connections if they are needed and any related third-party charges.

c. ProQuest may seek to limit its liability to you for any reason, including, but not limited to, compensation for any damages, including any lost profits, or any other indirect, incidental, consequential, punitive or special damages related to the use of the Products. ProQuest's failure to perform its obligations under this Agreement, regardless of whether ProQuest or its licensors are deemed negligent, even if it is advised of the possibility of such damages.

11. Limited Warranty and Disclaimer of Warranty. ProQuest warrants that it has all rights necessary to enter into this Agreement and to provide the Products to you. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, THE PRODUCTS AND ALL EQUIPMENT AND SOFTWARE PROVIDED BY PROQUEST TO YOU ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, NEITHER PROQUEST NOR ANY PROVIDER OF INFORMATION OR SOFTWARE AN THE PRODUCTS WARRANTS THE USE OF THE PRODUCTS OR THAT THE SOFTWARE OR SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE OR MAKE ANY WARRANTY, AS TO THE AVAILABILITY OF THE PRODUCTS, THE ACCURACY, TIMELINESS, CORRECTNESS, RELIABILITY, CURRENCY OR COMPLETENESS OF THE INFORMATION OR THE RESULTS OF YOUR USE OF THE PRODUCTS, THE SOFTWARE OR THE INFORMATION, EVEN IF ASSIGNED BY PROQUEST.

12. Limitation of Liability. THE MAXIMUM LIABILITY OF PROQUEST AND ITS LICENSORS ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY PROQUEST FROM YOU FOR THE PRODUCT AT ISSUE UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL PROQUEST OR ITS LICENSORS BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES RESULTING FROM (a) INTERFERENCE WITH OR LOSS OF USE OF THE PRODUCTS OR THE SOFTWARE OR (b) DATA OR INFORMATION STORED OR TRANSMITTED VIA THE PRODUCTS OR THE SOFTWARE.


a. Assignment. You may not assign this Agreement or any right granted hereunder without the prior written consent of ProQuest, which consent shall not unreasonably be withheld.

b. Taxes. Except to the extent that you are tax-exempt as to the tax in question, you are responsible for any sales, use, VAT, personal property or other local taxes (except those based on ProQuest's income) or import duties imposed on the Products. ProQuest's principal place of business where this contract is formed and all services will be deemed performed is located at Texas E. Eiseneber Phelps, Ann Arbor, MI 48108.

c. Waiver. Failure to enforce any provision of this Agreement shall not be construed to be a waiver of such provision.

d. Force Majeure. Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder (such delay or default is caused by conditions beyond its control including, but not limited to acts of God, Government Restrictions (including the denial or cancellation of any export or other necessary license), war, acts of terrorism and/or any other cause beyond the reasonable control of the party whose performance is affected.

e. Suspension of Online Products. Neither ProQuest nor its licensors shall be liable or deemed in default of this Agreement for any failure or delay or interruption in the online Products or any failure of any equipment or telecommunications resulting from any cause or circumstance beyond the reasonable control of ProQuest.

f. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes any and all previous or contemporaneous understandings or agreements between the parties with respect to the same subject matter and may not be amended, except in a writing signed by the parties. The terms of your Purchase Order, if any, are for your convenience and do not supersede any term or condition of this Agreement.

g. Severability. If any provision of this Agreement is found invalid or unenforceable pursuant to enforcement or decision of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable according to its terms.

h. Governing Law. The Agreement shall be construed according to the laws of England and shall not be subject to or governed by The United Nations Convention On Contracts for the International Sale of Goods. You consent to the non-exclusive jurisdiction of courts situated in England in any action arising under this Agreement.