

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

3939 Thirteenth Street
Riverside, CA 92501

**AGREEMENT FOR VIDEO COLLECTION PURCHASE & PERPETUAL LICENSE AGREEMENT
Operational Support Services**

This Agreement is entered into by and between, **Riverside County Superintendent of Schools**, hereinafter referred to as "SUPERINTENDENT", on behalf of the California State Library, hereinafter referred to as "CSL" or "Customer", and **ProQuest LLC**, hereinafter referred to as "CONTRACTOR", each being a "Party" and collectively the "Parties".

AGREEMENTS

1. **TERM:** The term of this Agreement shall commence upon **June 30, 2022** and continue to **June 29, 2027**.
2. **SERVICES:** CONTRACTOR shall perform and provide the following **purchase of a video collection with a perpetual access license**, including, but not limited to:
 - A. License Agreement and Order Form for the purchase of a PBS Video Collection: Fourth Edition Perpetual Access License as described on **Appendix A, Listing of Rates and Services**.
 1. **PBS Video Collection: Fourth Edition:**
 - a. Access shall be provided to all K12 public and charter local education agencies (LEAs) in the state of California. This includes public districts, charter schools, public specialty schools (state or county), county offices of education, and other entities defined by California law as LEAs.
 - b. Limited non-public access shall also be provided to no more than 30 individual users who are members of the California State Library, California Department of Education, California Legislature, and California Governor's office responsible for administration and the development of programming to utilize this content with California K12 public and charter schools.
 - c. Access to the online content resource will be available for all California LEA students, administrators and teachers of those LEA students. Each California LEA student and employee must be able to access the content via the following methods:
 - i. School Computers: Both on campus and with home devices issued to students and staff.
 - ii. Student and/or Staff Portals: By online gateways where students or staff can log into a school website to access important program information, either on campus or at home/other location.
 - iii. Direct Access: Through web at home or other location with internet access, via an online LEA account.

For this service, there can be no usage limitations for California LEA students and educators on the amount of content viewed, number of log-in sessions, or other limitations that could impede the use of the services to improve K-12 education.
 - d. Each LEA will have usage statistics calculated for that LEA as technologically feasible.
 2. **Perpetual Access License:**
 - a. In the event CSL is unable to appropriate funds to pay CONTRACTOR for the CSF or if customer loses the ability to access the content online through CONTRACTOR (e.g., if CONTRACTOR discontinues online access services), CONTRACTOR will work with CSL to obtain digital copies of the content subject to payment of nominal file transfer fees not to exceed the cost of the annual CSF. If CSL seeks to reinstate access, the CSF will be reinstated at the same \$5,000 annual rate. Please see **Appendix A, Listing of Rates and Services**, for further details.

3. PAYMENT:

A. For and in consideration of the services rendered, SUPERINTENDENT agrees to pay CONTRACTOR as follows:

1. **One-time PBS Video Collection: Fourth Edition:** \$550,000.00 which includes the purchase of the collection plus the first year of access through June 29, 2023.
2. **Annual Fixed Fee Perpetual Access License:** \$5,000.00 per year beginning June 30, 2023 for the continuing service fee (CSF). This Agreement reflects a total of \$20,000.00 for four (4) additional years of the CSF.

B. In no event shall the total payment(s) made under this Agreement exceed the sum of **\$570,000.00** without a written authorization from SUPERINTENDENT.

C. In the event CONTRACTOR receives payment for services under this Agreement which is later disallowed by SUPERINTENDENT due to CONTRACTOR'S nonconformance with the terms and conditions herein, CONTRACTOR shall promptly upon request refund the disallowed amount to SUPERINTENDENT or, at its option, SUPERINTENDENT may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under any agreement it has with SUPERINTENDENT.

4. **INVOICES:** CONTRACTOR shall submit invoices to Riverside County Superintendent of Schools, attention: **Accounts Payable**, P.O. Box 868, Riverside, California 92502 or via email to accountspayable@rcoe.us.

5. **INDEPENDENT CONTRACTOR:** With respect to the services to be performed pursuant to this Agreement, CONTRACTOR is acting as an independent contractor and not as an agent or employee of SUPERINTENDENT. Any and all personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all the wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. With respect to the performance of its obligations hereunder, CONTRACTOR is subject to the control or direction of SUPERINTENDENT merely as to the results to be accomplished and not as the means and methods for accomplishing such results. If CONTRACTOR is an entity that does not have a permanent place of business in California or is an individual who does not reside in California, and unless an exception applies, all payments from SUPERINTENDENT to CONTRACTOR pursuant to this Agreement shall be subject to withholding in accordance with Section 18662 of the California Revenue and Taxation Code and/or other applicable law.

6. **SUBCONTRACT:** CONTRACTOR shall not subcontract the performance of any of the work or services to be performed pursuant to this Agreement without the prior written approval of SUPERINTENDENT. The foregoing shall not be deemed or constructed to require SUPERINTENDENT approval of: (i) agreements of employment between CONTRACTOR and its employees; or (ii) of subcontracts with Parties named in the proposal by CONTRACTOR that resulted in this Agreement.

7. **NON-DISCRIMINATION:** CONTRACTOR shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. CONTRACTOR shall comply with

any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.

8. **WAIVER:** Absent an applicable waiver, no failure by a Party to require compliance by the other Party with any provision or requirement of this Agreement shall be deemed or construed to preclude subsequent enforcement of that or any other provision or requirement of this Agreement. Each waiver of any provision, requirement, or breach of this Agreement must be in writing and signed by the waiving Party. Oral waivers shall not be binding or enforceable. Except as expressly provided in the waiver, a waiver of any provision, requirement, or breach shall not be construed as: (i) a waiver of any other provision, requirement, or breach; or (ii) as a continuing waiver.
9. **FORCE MAJEURE:**
 - A. In the event CONTRACTOR is unable to comply with any provisions of this Agreement due to causes beyond its control such as acts of God, acts of war, civil disorders, pandemic, and other similar acts, CONTRACTOR shall not be held liable to SUPERINTENDENT for such failure to comply.
 - B. In the event SUPERINTENDENT is unable to comply with any provisions of this Agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, pandemic or other similar acts, SUPERINTENDENT shall not be held liable to CONTRACTOR for such failure to comply.
10. **ASSIGNMENT:** CONTRACTOR shall not assign this Agreement or any of its rights or obligations under this Agreement without prior written consent of SUPERINTENDENT, which consent SUPERINTENDENT may grant, condition or deny at its sole discretion. Any assignment by CONTRACTOR without prior written consent of SUPERINTENDENT shall be void and of no force or effect.
11. **CONFLICT OF INTEREST:** CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by CONTRACTOR.
12. **DISPUTES:** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement that is not resolved by agreement of the Parties hereto shall be disposed by SUPERINTENDENT, which shall furnish the decision in writing. The decision of SUPERINTENDENT shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall in each case proceed diligently with the performance of the Agreement pending SUPERINTENDENT'S decision. As a condition precedent to the filing of any action arising from dispute between the Parties hereto, the Parties shall be obligated to attend and participate in a mediation session with a third party mediator in an attempt to resolve the dispute.
13. **GOVERNING LAW; VENUE; AND SEVERABILITY:** This Agreement shall be governed by and enforced in accordance with the laws of the State of California, notwithstanding any conflict-of-laws, choice-of-laws, or similar provision set forth in any state or federal law. Each action arising from this Agreement shall be filed and conducted only in an applicable state or federal court located in the County of Riverside, California, and the Parties hereto waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. Should action be brought to enforce or

interpret the provisions of the Agreement, the prevailing Parties shall be entitled to attorneys' fees in addition to whatever other relief is granted.

- 14. **DUE AUTHORITY:** Each person that has signed this Agreement on behalf of a Party hereby represents that he or she has been duly authorized by that Party to sign, and thereby bind that Party to this Agreement.
- 15. **ENTIRE AGREEMENT:** This Agreement, and the attached Appendix A, constitutes the entire Agreement between the parties hereto with respect to its subject matter and supersedes all previous and contemporaneous agreements between the parties with respect to the same subject matter and may not be amended, except in writing signed by both parties.

By signing this Agreement, CONTRACTOR acknowledges and agrees to the terms and conditions including the following exhibits:

A. **APPENDIX A-Listing of Rates and Services**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as evidenced by the signatures below of their respective duly-authorized representatives.

Riverside County Superintendent of Schools

Signed 
Authorized Signature

Scott S. Price, Ph.D., Chief Business Official
Division of Administration and Business Services
Printed Name and Title

Date 6/30/2022

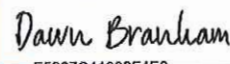
California State Library


Authorized Signature

Greg Lucas, STATE LIBRARIAN
Printed Name and Title

Date 6/29/2022

ProQuest LLC

DocuSigned by:
Signed 
E5207C41008F4E2...
Authorized Signature

Dawn Branham
Director, Customer Service
Printed Name and Title


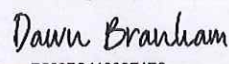
30 June 2022
Date

APPENDIX A

License Agreement consists of:
ProQuest Customer Order Form
Terms and Conditions of Previously Executed License Agreement
Addenda (if applicable)



By signing this License Agreement ("Agreement") with your signature below, you agree to license the Service under the previously executed terms and conditions on file and you certify that you are authorized to enter into this Agreement on behalf of the Customer.

| | |
|---|--|
| Customer: Riverside County Office of Education Authorization by Customer: Signature:  Duly Authorized Signature Name: <u>Scott S. Price, Ph.D.</u> Title: <u>Div. of Admin & Bus. Svs.</u> Date Signed: _____ | Authorization by ProQuest LLC: DocuSigned by:  Signature: _____ E5287C41008E4E2 Duly Authorized Signature Name: Dawn Branham Title: <u>Director, Customer Service</u> Date Signed: 30 June 2022 |
|---|--|

Q-00558544

| Product Name | Code | Start Date | End Date | Price |
|--|----------|------------|-----------|----------------------|
| The PBS Video Collection: Fourth Edition - PAL | P1ASPBS4 | | | 550,000.00 USD |
| The PBS Video Collection: Fourth Edition - CSF | S1ASPBS4 | 6/30/2023 | 6/29/2024 | 5,000.00 USD |
| The PBS Video Collection: Fourth Edition - CSF | S1ASPBS4 | 6/30/2025 | 6/29/2026 | 5,000.00 USD |
| The PBS Video Collection: Fourth Edition - CSF | S1ASPBS4 | 6/30/2024 | 6/29/2025 | 5,000.00 USD |
| The PBS Video Collection: Fourth Edition - CSF | S1ASPBS4 | 6/30/2026 | 6/29/2027 | 5,000.00 USD |
| Total Price: | | | | 570,000.00USD |

Product Notes:

Customer and its Authorized Users shall not download or otherwise copy the streaming videos or audio contained in the Service.

Additional Information:

Access to the PBS Collection will be provided to all local education agencies (LEAs) in the state of California – public districts, charter schools, public specialty schools (state or county), county offices of education, and other entities defined by California law as LEAs. Each LEA will have usage statistics

calculated for that LEA, as technologically feasible. Access to the online content resource will be available for all California public K-12 students, and all administrators and teachers of those K-12 students. Each California public K-12 student and K-12 educational employee must be able to access the content via the following methods:

- *School Computers: Both on campus and with devices issued to students and staff.*
- *Student and/or Staff Portals: The online gateways where students can log into a school website to access important program information, either on campus or at home/other location.*
- *Direct Access: Through web at home or other location with internet access, via an online LEA account.*

For this service, there can be no usage limitations for California public K-12 students and educators on the amount of content viewed, number of log-in sessions, or other limitations that could impede the use of the services to improve K-12 education.

Limited non-public access, to no more than 30 individual users, will also be provided to members of the California State Library, California Department of Education, California Legislature, and California Governor's office responsible for administration and the development of programing to utilize this content with California K12 public and charter schools.

Perpetual Access License (PAL) Contract Price for 2022: \$550,000 with a Continuing Service Fee (CSF) of \$5,000 per year with the first four years paid upfront at \$20,000, with the initial term providing access from June 30th, 2023 through June 29th, 2027. CSF will be capped at \$5,000 annually for the length of service. In the event the Customer is unable to appropriate funds to pay the CSF in a future year, ProQuest will work with the Customer to obtain digital copies of purchased content subject to file transfer costs assessed at such time. Further, if Customer were to seek to reinstate the CSF, Customer would be reinstated at the same CSF rate prior to cancellation.

PBS Video Collection: 4th Edition is in process of completion as of the date of this purchase. The Price reflected on the Order Form reflects a discount and is for the purchase of the complete collection. Additional videos will be added quarterly until the collection is completed, which is anticipated to be by September 2023.

| | |
|--|---|
| Billing Information: | Shipping Information: |
| Please review your billing address to ensure its accuracy. | Please confirm the shipping address is accurate. |
| Riverside Co Office Of Ed 3939 13th St Riverside CA United States 92501-3505 | Riverside Co Office Of Ed 3939 13th St Riverside CA United States 92501-3505 |
| <u>Electronic Invoice Recipient(s):</u> | <u>Electronic Renewal Recipient(s):</u> |
| If your subscribing institution requires the use of Purchase Orders, please indicate below. Purchase Order # | Tax Registration Number # <small>www</small> If tax exempt, please include copy of supporting documentation with signed agreement or email a copy to taxinformation@proquest.com Billing Information Notes |

| | |
|---|--|
| <p><i>Invoices will be emailed to the bill-to-contact and renewals will be emailed to the ship-to-contact. If your institution is unable to accept electronic invoices, please check this box:</i> <input type="checkbox"/></p> | <p><i>To sign up for our auto-renewal program as part of our 'go green' initiative, please check this box:</i> <input type="checkbox"/></p> <p><i>Your subscription to the service will automatically renew for successive 12 month periods at the rate set forth in the renewal invoice sent to the Customer, unless Customer sends written cancellation notice to ProQuest within 30-days of the Customer's receipt of the renewal invoice, with such cancellation to be effective as of the end of the current subscription period.</i></p> |
|---|--|

| Technical Contact: | Phone: | Email: |
|--------------------|--------|--------|
| | | |

| IP Authentication: | Barcode Scheme: | Alternative Authentication: | LIBCODE |
|--------------------|--------------------|-----------------------------|---------|
| | Length: Prefix: | | |

Authentication Instructions:

| Additional Sites: |
|-------------------|
| |

Account Manager Information:
 David Ulrich
 +1 7349974070 | david.ulrich@proquest.com

Terms and Conditions

1. License Grant. Subject to the terms of this Agreement, ProQuest LLC and its affiliates ("ProQuest") hereby grant to Customer a non-exclusive, non-transferable license (the "License") for Customer and its Authorized Users to access and use the products and services listed on Customer's approved Order Form (the "Service") solely at Customer's principal location and those locations identified on the Order Form or a separate schedule ("Additional Sites"). Additional locations may be added as Additional Sites upon written notice to ProQuest and payment of additional fees, if applicable. Access and use of the Service is only for the internal, research purposes of Customer and/or its Authorized Users as further described in Exhibit A (Permitted Uses). Customer does not acquire any intellectual property ownership in the Service or any associated software, systems, documentation, content, other materials and/or improvements made thereto, including improvements based upon customer feedback. All such rights and interests remain in ProQuest and its licensors.
2. Authorized Users. Unless otherwise detailed on the Order Form, "Authorized User" means only: (a) For public libraries: library staff, individual residents of Customer's reasonably defined geographic area served, and walk-in patrons while they are on-site; (b) For schools and other academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons while they are on-site; and (c) For other types of organizations: employees and independent contractors, while performing their work. Authorized Users excludes Customer's corporate affiliates, academic bookstores, and alumni unless those users are expressly included and reflected on the Order Form or Additional Sites Schedule.
3. Secure/Remote Access. All access and use of the Service must be made via a secure network and secure authentication methods. Use of the Service by remote access is allowed unless otherwise stated on the Order Form. Customer will strictly limit any remote access to its Authorized Users through the use of secure methods of user verification. Customer will promptly notify ProQuest if Customer believes security has been compromised. Posting or sharing of passwords, or otherwise enabling access for the benefit of non-subscribing institutions or users, is strictly prohibited.
4. Updates to the Service. ProQuest will provide reasonable notice of any substantial modifications of information, databases, materials, capabilities, or services within the Service by email to Customer's representatives who sign up to receive updates. These changes shall be subject to the terms and conditions of this Agreement, and shall not materially alter use of the Service in an adverse manner.
5. Supplemental Terms. Some content included in the Service has terms of use applicable solely to such content. Content-specific terms are clearly displayed with the associated content or embedded in the systems and technologies incorporated into the Service. Where third-party databases or content are subject to supplemental terms, such terms shall be clearly referenced on the Order Form. Such supplemental terms shall not materially alter use of the Service.

6. Variations in Content. The content provided as part of the Service is primarily owned and supplied to ProQuest under agreement with third party licensors, and is subject to the continuation and extent of the license granted under such agreements. ProQuest shall have the right, in its reasonable and good faith discretion, to remove or modify materials in the Service because (a) ProQuest's right to distribute such materials lapses, (b) such materials contain errors or could be subject to an infringement or other adverse claim by a third party, or (c) particular content collections have changed due to editorial selection, coordination, or arrangement of materials.
7. Fees and Payments. Customer agrees to pay the fees for the Service shown on the Order Form within 30 days of receipt of ProQuest's invoice unless otherwise specified on the Order Form. Fees are based in part on Customer's population served, Authorized Users and Additional Sites at the time of the order or such other license parameters as may be listed on the Order Form. If any one or a combination of these elements materially increases (e.g., if the Customer acquires a new affiliate), a fee increase commensurate with such change may be required before access and use of the Service is provided to or for the benefit of the additional user population and/or Additional Sites. Firm U.S. Government orders require a valid purchase order and advance payment or payment in accordance with FAR 52.213.2.
8. U.S. Government Restricted Rights. Services include materials that are commercial technical data and/or computer databases and/or commercial computer software, as applicable, which were developed exclusively at private expense by ProQuest LLC, 789 E. Eisenhower Parkway, Ann Arbor, MI 48108. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer databases and/or computer software are subject to the limited rights restrictions of DFARS SUBPART 252.227-7202-3 (December 2011) Rights in Computer Software and Computer Software Documentation and/or subject to the restrictions of DFARS 252.227-7019 (Sep 2011) Validation of Asserted Restrictions – Computer Software, as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) Rights in Data-General, FAR 52-227-20(c)(2-3) (December 2007) Rights in Data-SBIR Program and/or subject to the restricted rights provisions of FAR 52.227-15 (December 2007) Representation of Limited Rights Data and Restricted Computer Software and FAR 52.227-19 (Dec 2007) Commercial Computer Software-Restricted Rights, as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurement.
9. Term. Customer's access to a particular Service shall continue for the period on the Order Form, plus any agreed renewal period(s). This Agreement shall continue in force for so long as Customer subscribes to at least one Service. Thereafter, the following survive: Sections 9–11 and 13-16, and any perpetual archive licenses ("PAL") (subject to all relevant use restrictions and security requirements).
10. Termination for Breach. If a party breaches a material term of this Agreement and does not cure within 30 days from written notice, the other party may immediately terminate this Agreement in whole or as to the affected Service. If this Agreement is terminated in whole or in part for Customer's breach, (a) ProQuest shall disable access to any terminated Service, (b) Customer shall destroy any files, information, data or software derived from any terminated Service in its possession or control, and certify destruction upon request, and (c) ProQuest reserves the right to pursue all available legal remedies.
11. Remedial Action. Without limiting the above, ProQuest may suspend delivery of the Service if it reasonably determines that Customer's or an Authorized User's failure to comply with this

Agreement may cause irreparable harm to it or its licensors. If delivery is suspended, ProQuest will work in good faith to restore Customer's access as soon as possible after the failure to comply has been remedied in full.

12. Service Level. If the Service or content are hosted by ProQuest, ProQuest will use commercially reasonable efforts to provide access to the Service on a continuous 24/7 basis (except for regularly scheduled maintenance) and free from viruses or other harmful software. ProQuest shall not be liable for any failure or delay or interruption in the Service or failure of any equipment or telecommunications resulting from any cause beyond ProQuest's reasonable control. Customer is responsible for providing all required information for account set up and activation, and for its own telecommunications connections and related third-party charges.
13. Limited Warranty and Disclaimer of Warranty. ProQuest warrants that the Service will perform substantially as documented on ProQuest's public websites (the "ProQuest Websites"). EXCEPT AS EXPRESSLY WARRANTED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." PROQUEST AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE PERTAINING TO: MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ACCURACY, TIMELINESS, CORRECTNESS, RELIABILITY, CURRENCY, OR COMPLETENESS OF THE SERVICE OR ANY INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICE, EVEN IF ASSISTED BY PROQUEST. PROQUEST SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR DETERMINING THE COMPATIBILITY OF ANY HARDWARE OR SOFTWARE NOT SUPPLIED BY PROQUEST WITH THE SERVICE AND PROVIDES NO WARRANTY WITH RESPECT TO THE OPERATION OF SUCH HARDWARE OR SOFTWARE WITH THE SERVICE.
14. Limitation of Liability. THE MAXIMUM AGGREGATE LIABILITY OF PROQUEST AND ITS LICENSORS ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY PROQUEST FROM CUSTOMER FOR THE RELEVANT SERVICE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIMS. IN NO EVENT SHALL PROQUEST OR ITS LICENSORS BE LIABLE TO CUSTOMER OR ITS AUTHORIZED USERS FOR (a) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES; OR (b) ANY CLAIM RELATED TO CUSTOMER'S OR ITS AUTHORIZED USERS' USE OF COVER IMAGES OR USER-GENERATED CONTENT PROVIDED AS PART OF THE SERVICE; OR (c) UNAUTHORIZED USE OF THE SERVICE.
15. Place. ProQuest's principal place of business, where this contract is formed and all services will be deemed performed, is 789 E. Eisenhower Pkwy, Ann Arbor, MI 48108.
16. Entire Agreement. This Agreement consists of these Terms and Conditions, any applicable Order Form referencing these Terms and Conditions, and any Exhibits or Addenda attached hereto or referencing this Agreement (including the Exhibit A (Permitted Uses), and constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes all previous and contemporaneous 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 Customer's purchase orders, if any, are for Customer's convenience and do not supersede or supplement any term or condition of this Agreement.

Exhibit A: Permitted Uses

1. Online Research Services. Services designed to facilitate online research may be used for Customer's internal research or educational purposes as outlined below provided that doing so does not violate an express provision of this Agreement:
 - a) Research and Analysis. Customer and its Authorized Users are permitted to display and use reasonable portions of information contained in the Service for educational or research purposes, including illustration, explanation, example, comment, criticism, teaching, or analysis.
 - b) Digital and Print Copies. Customer and its Authorized Users may download or create printouts of a reasonable portion of articles or other works represented in the Service (i) for its own internal or personal use as allowed under the doctrines of "fair use" and "fair dealing"; (ii) when required by law for use in legal proceedings or (iii) to furnish such information to a third party for the purpose of, or in anticipation of, regulatory approval or purpose provided that the recipient is advised that the copies are not for redistribution. All downloading, printing and/or electronic storage of materials retrieved through the Service must be retrieved directly from the on-line system for each and every print or digital copy.
 - c) Electronic Reserves, Coursepacks, and Intranet Use. Provided that Customer does not circumvent any features or functionality of the Service, Customer may include durable links to articles or other works (or portions thereof) contained in the Service in electronic reserves systems, online course packs and/or intranet sites so long as access to such materials are limited to Authorized Users.
 - d) Fair Use/Fair Dealing. Customer and its Authorized Users may use the materials contained within the Service consistent with the doctrines of "fair use" or "fair dealing" as defined under the laws of the United States or England, respectively.
 - e) Academic Institutions, Schools, and Public Libraries. If Customer is an academic institution, school, or public library:
 - i. Interlibrary Loan (ILL). Library Customer may loan digital or print copies of materials retrieved from the Service to other libraries, provided that (i) loans are not done in a manner or magnitude that would replace the receiving library's own subscription to the Service or purchase of the underlying work (e.g., newspaper, magazine, book), (ii) Customer complies with any special terms governing specific content or licensors as described in this Agreement, (iii) with respect to ebooks, copying is limited to small portions of a book, and (iv) Customer complies with all laws and regulations regarding ILL.
 - ii. Scholarly Sharing. Customer and its Authorized Users may provide to a third party colleague minimal, insubstantial amounts of materials retrieved from the Service for personal use or scholarly, educational research use in hard copy or electronically, provided that in no case is any such sharing done in a manner or magnitude as to act as a replacement for the recipient's or recipient educational institution's own subscription to either the Service or the purchase of the underlying work.
2. All Streaming Video and Audio Products. Audio and Video files are delivered to Customer and its Authorized Users via streaming service over the Internet. Customer and its Authorized Users shall not download or otherwise copy the streaming videos or audio contained in the Service. In the case of content that can potentially be publicly performed, Customer must secure permission from ProQuest's Licensor and/or the copyright holder for any public performance other than reasonable classroom and educational uses.

3. MARC Records. MARC records may be placed in Customer's online public access catalog (OPAC) or shared online catalog (e.g., WorldCat) unless otherwise specified on the Order Form with respect to a particular Service.
4. Scholar/Researcher Profiles. The data contained within scholar profiles are for use in facilitating research and collaboration amongst colleagues. Neither Customer nor its Authorized Users may export or otherwise exploit the scholar profiles for mass mailings or similar marketing purposes.
5. Electronic Resource Discovery, Access, and Management. For electronic resource discovery (e.g., Summon, 360 Link), access and/or management services, the Customer reserves all right, title and interest in all Customer specific data it contributes to the Service (which may include but is not limited to Customer created metadata, bibliographic information, holdings and circulation data) and grants ProQuest permission to use such data in raw form for the limited purpose of operating and improving the Service and such information may only be provided to third parties in aggregate form. Raw usage data containing information relating to the identity of specific users shall not be provided to any third party without Customer's permission. Provided that such access, use, and/or sharing does not violate an express provision of this Agreement, Customer and its Authorized Users are permitted to: (a) access the Service and information derived from the Service in order to discover, manage and provide access to library resources owned or licensed by Customer, (b) create, store and retain any reports and lists delivered by the Service, (c) share data about Customer's own library holdings that is retrieved from such Service with third party applications, so long as prior written notice is provided to ProQuest and all pricing information is kept confidential to the fullest extent permitted by applicable law; and (d) display metadata, bibliographic and holdings information in the library catalog available on Customer's library website.
6. Library Catalog Enrichment Service. For library catalog enrichment Services (e.g., Syndetics), Customer may use the enrichment elements for the sole purpose of augmenting Customer's own library OPAC or website. Customer may not convert Service metadata records into MARC format, nor distribute or display the enrichment elements in any third party applications, catalogs or websites.
7. Purchased Content. For perpetual archive licenses ("PAL") (as specified on the ProQuest Websites or Order Form), Customer pays a one-time fee for a perpetual license to the designated materials (the "Purchased Content"), and an annual "Continuing Service Fee."
 - a) Perpetual License. The License to Purchased Content and any updates Customer receives is perpetual, and may only be revoked if Customer materially breaches this Agreement, or if the licensed materials contain errors or could be subject to an infringement or other adverse claim by a third party.
 - b) Continuing Services. In consideration of the Continuing Service Fee, ProQuest will provide Customer and its Authorized Users with online access to the Purchased Content, plus any included updates, on a proprietary platform designed to enhance the research experience (a "ProQuest Platform"). ProQuest will maintain systems and technology that help Customer comply with use restrictions and security standards required by ProQuest's licensors.
 - c) File Delivery. If Customer loses the ability to access its Purchased Content online through ProQuest (e.g., if ProQuest discontinues online access services), or if the Purchased Content is otherwise eligible for local loading, Customer may obtain digital copies upon certifying that it will secure and restrict use of the Purchased Content as contemplated under this Agreement, using systems and technology at least as protective as ProQuest's. In the case of Audio, any local access must be restricted by DRM and be limited to one (1) simultaneous user (unless the Customer tracks the necessary playbacks and makes all royalty payments to copyright holders for

- mechanical and performance rights). All use of the materials delivered continue to be subject to this Agreement. Nominal file transfer fees, if any, not to exceed the cost of the annual CSF, shall be the Customer's responsibility.
- d) Locally Loaded Purchased Content - Data Mining. Subject to any content-specific restrictions, Customer and its Authorized Users may extract and compile data from locally-loaded copies of the Purchased Content solely for Customer's teaching, learning, and research purposes.
8. Acquisition Models. For certain Services, Customer may elect to have user activity trigger the purchase of content. Purchase preferences and Service eligibility for these models are described on the ProQuest Websites. Examples of these types of purchase models include Patron Driven Acquisition (PDA), Demand Driven Acquisition (DDA), Evidenced Based Acquisition, Access-To-Own (ATO), and Build By Choice.
9. Analytics. Some Services contain library collection analysis capabilities related to library holdings, or functionality that allows Authorized Users to create reports, lists, or alerts. Customer and Authorized Users may create, download, store and retain any such analytics or lists delivered by the Service. ProQuest may use library holdings and other information in the Service for comparison and metrics purposes and in order to better understand the customers' needs.
10. Restrictions. Except as expressly permitted above, Customer and its Authorized Users shall not:
- a) Translate, reverse engineer, disassemble, decompile, discover, or modify ProQuest's software;
 - b) Remove any copyright and other proprietary notices placed upon the Service or any materials retrieved from the Service by ProQuest or its licensors;
 - c) Circumvent any use limitation or protection device contained in or placed upon the Service or any materials retrieved from the Service;
 - d) Perform penetration tests or use the Service to execute denial of service attacks;
 - e) Perform automated searches against ProQuest's systems (except for non-burdensome federated search services), including automated "bots," link checkers or other scripts;
 - f) Provide access to or use of the Services by or for the benefit of any unauthorized school, library, organization, or user;
 - g) Publish, broadcast, sell, use or provide access to the Service or any materials retrieved from the Service in any manner that will infringe the copyright or other proprietary rights of ProQuest or its licensors;
 - h) Use the Service to create products or perform services which compete or interfere with those of ProQuest or its licensors;
 - i) Text mine, data mine or harvest metadata from the Service;
 - j) Communicate or redistribute materials retrieved from the Service; or
 - k) Download all or parts of the Service in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the Service, in any form.
 - l) Store any information on the Service that violates applicable law or the rights of any third party.