

## **DATABASE LICENSE AGREEMENT**

The terms of this agreement relate to the following database(s):

Columbia Granger's World of Poetry

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_ by and between the Columbia University Press, a New York not-for-profit corporation having its principal place of business located at 61 West 62nd St, New York City, NY, 10023 ("CUP"), and \_\_\_\_\_ a \_\_\_\_\_, having its principal place of business located at \_\_\_\_\_ ("Subscriber").

WHEREAS, CUP provides access to electronic online products and databases ("Databases"), consisting of online databases, software, and other online information services, and;

WHEREAS Subscriber wishes to subscribe to one or more of these online products and services:

NOW THEREFORE, the parties hereto do hereby agree as follows:

### 1. Terms and Conditions of Use

The entire contents of the Databases, including the User's Guide and other documentation, are copyrighted materials that are licensed to your institution for use subject to the terms and conditions of this Database License Agreement ("Agreement"). This is a limited license; you have only the use rights specified herein, and all other rights are retained by CUP. You must treat all software and databases and their contents like any other copyrighted material, such as a book or musical recording. Any other use, duplication, or distribution of this Database product or its contents in any medium and by any means violates applicable U.S. and international copyright laws and treaties, and you may be subject to prosecution and penalty of law. The Databases are operated by a nonprofit publisher. Misappropriation for commercial use or further distribution is strictly prohibited. By entering the Web site and using its contents, you are agreeing to these terms. The following are prohibited by law: any reproduction in any media except as licensed; any theatrical, televised, or public display or performance, including unlicensed transmission of any material over a computer network; and the preparation of any derivative work, including the extraction in whole or in part of any material without the permission of the copyright holder.

## 2. License for Institutional Access

Subject to the terms and conditions of this Agreement and upon verification of the information on your Registration Form and payment of the annual subscription fee, CUP grants to the licensed institution named above as Subscriber, a one-year, nontransferable license for access to all materials included in the Databases. An authorized signature on this Agreement indicates that Subscriber has accepted the terms of this license.

## 3. Copyright

Copyright of the Databases and their entire contents are owned by CUP, except when third party copyright is noted on content.

## 4. Access Terms

This Agreement will cover access, during the twelve (12)-month period for which the subscription fee has been paid, to the full contents of the Databases available during that period and to all software and search capabilities bundled with the Databases.

This Agreement grants access by means of the Internet domain (range, or ranges, of IP addresses) of the institution or institutions specified as Subscriber on the Registration Form. This Agreement will allow an authorized user from an authorized Subscriber IP address to have access to the Databases. This Agreement also grants remote access to authenticated users who have a valid user name and password or can access the databases through a referring URL; control over authentication of users from Subscriber and use of names and passwords are the responsibility of the institution subscribing to this service.

There are no limits on the total number of users from Subscriber who may use the Databases at any one time, but there are limits on types of users. This Agreement grants access solely to faculty (permanent or visiting), students and staff of Subscriber, and on-site users of Subscriber's library and campus computer networks. Subscriber is responsible for undertaking reasonable measures to prevent access by unauthorized or unauthenticated persons using its IP addresses, and Subscriber will be responsible for any unauthorized access and any resulting downloading or reproduction. Users not at an authorized IP address or without a valid user name and password will not have access to the Databases. The number of users from Subscriber that may use the Databases may not exceed the size of the user population specified on the Registration form.

This Agreement grants access to the Internet domain of the institution specified as Subscriber on the Registration Form. This will allow an authorized user to

have access to the Databases. Unauthenticated users will not have access to the Databases.

#### 5. Multicampus or Consortium Access

This Agreement does not permit sharing of the Databases among entities within an institution with multiple campus locations or a regional consortium, unless specified otherwise in a separately negotiated agreement. CUP reserves the right to refuse to grant a license to a Subscriber claiming a range of IP addresses that, in the opinion of CUP, represents more than one institution or campus.

#### 6. Use of Columbia Online Databases

Any authorized user may search, download, and save material, as appropriate, that is included in the Databases and may make single printed copies of individual writings for private personal use or research. Multiple copies may be made by teachers for classroom use, provided: that no charge is made for such copies, other than a nominal charge to cover the cost of reprography; that such copies are not made or distributed for commercial advantage; and that the copies bear the appropriate CUP and third party copyright notices. An authorized user may not share hard copies or electronic copies of the materials with anyone who is not an authorized user under this Agreement on a systematic, regular, or frequent basis.

Materials from the Databases may not be recompiled, manipulated, used to prepare derivative works, or published in another format – including electronic reserves, archive copies, and course packs – without written permission from CUP, except as provided herein.

Subscriber will not be held responsible for unauthorized use of the Databases provided: such use is without the express or implied consent of Subscriber; Subscriber promptly notifies CUP of any such use of which it becomes aware; and Subscriber takes all reasonable steps to stop such activity. Subscriber agrees to cooperate with CUP in any investigation of such infringements or unauthorized uses. CUP shall have the sole right, at its expense, to bring any claim or action on account of such infringements or unauthorized uses against Subscriber and/or the users.

#### 7. Interlibrary Loan

Subscribers may use hard or electronic copies of limited segments derived directly or indirectly from the electronic edition of the publications for the purpose of interlibrary loan with the same limitations that apply to paper copies for that purpose made from the print edition of the journals. Specifically, copies must be made in compliance with Section 108 of the U.S. Copyright Act and with guidelines developed by the National Commission on New Technological Uses of

Copyrighted Works (CONTU Guidelines), the text of which is available as part of U.S. Copyright Office Circular 21.

## 8. Disclaimers

CUP does not warrant that the Databases are usefully accessible in every hardware/software environment. CUP does not warrant the accuracy or completeness of any information contained in the subscribed-to Databases, or their merchantability or fitness for a purpose. CUP will have no liability to any person for any loss or damage arising out of use of, or inability to use, the Databases. Access to and use of the Databases is at Subscriber's and user's sole risk.

CUP shall make all reasonable efforts to make the server available to Subscribers on the Internet on a 24x7 basis, excluding normal network administration and system down time, but if access is suspended or interrupted, liability shall be limited to restoring access to the server as soon as practicable after CUP becomes aware of the problem.

CUP will have no liability to any person for any loss or damage arising out of use of or inability to use the Databases. No credit, refund, or term extension will be granted because of downtime up to the 15th calendar day. If the downtime extends beyond fifteen (15) calendar days because of CUP's server being unavailable, CUP shall extend the license term by the equivalent number of days of nonaccess in excess of the basic fifteen (15) days of downtime. The performance of the Databases is subject to the doctrine of force majeure and CUP shall not be liable to Subscriber or issue any credits for nonperformance or delays in performance caused by disruption of communications or transportation, wars, acts of terrorism, civil riots, acts of God, or similar circumstances.

## 9. Renewal and Termination

The Agreement shall be for a minimum period of twelve (12) months and shall automatically renew for subsequent sequential periods of twelve (12) months each unless Subscriber terminates its subscription by written notice thirty (30) days prior to the anniversary date. Annual subscription fees are due on the commencement date of each subsequent twelve (12)-month term.

CUP shall notify Licensee of the applicable subscription fee for each twelve (12) months term on sixty (60) days written notice prior to the commencement date. CUP may terminate a subscription at any time on at least ninety (90) days prior written notice; in the event of a termination other than for cause on a date other than the anniversary of the commencement date, a prorated refund of any prepaid subscription fees shall be issued to Subscriber for the unused balance of the term.

CUP may terminate this Agreement for substantial or material breach of the Agreement by providing Subscriber with written notice in paper or electronic form. No refund will be provided upon such termination.

CUP may at any renewal date substitute the terms of its then-current license for the terms in this Agreement.

#### 10. Conditions Governing the Agreement

The invalidity of any provision of this license agreement as determined by a court of competent jurisdiction shall in no way invalidate any other provision hereof.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

#### FOR SUBSCRIBER

Name of Institution: \_\_\_\_\_

Name of Authorized Signer  
(printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please return a signed copy of this license along with the registration form to Columbia University Press, Electronic Products, 61 W 62<sup>nd</sup> St, New York, New York 10023 USA.

*TO RECEIVE AN ACTUAL LICENSE PLEASE CONTACT COLUMBIA DIRECTLY AT [COLUMBIAONLINE@COLUMBIA.EDU](mailto:COLUMBIAONLINE@COLUMBIA.EDU) OR YOUR AGENT OR CONSORTIA REPRESENTATIVE.*