

DATABASE LICENSE AGREEMENT

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 _____ ("Buyer").

WHEREAS, CUP is the owner of the database Columbia Gazetteer of the World Online (the "database") and,

WHEREAS, Buyer wishes to purchase access to the Gazetteer for a one time fee, CUP and the Buyer enter into this Memorandum of Agreement dated _____.

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

1. Subject to the terms and conditions of this Agreement and upon verification of the information on your Registration Form and payment of the fee, CUP agrees to sell to the institution named above as Buyer, the nontransferable right to access all materials included in the Database. An authorized signature on this Agreement indicates that Buyer has accepted the terms of this access.
2. FEES. CUP shall sell to Buyer access to the Database for a one time fee. This fee includes all maintenance fees through December 31st, 2013, after which time an annual maintenance fee will be assessed by CUP. The buyer will be advised of the new maintenance fee. All fees are non-refundable.
3. COPYRIGHT. The entire contents of the Database, including the User's Guide and other documentation, are copyrighted materials. Copyright of the Database and its entire content is owned by CUP. Access by your institution is subject to the terms and conditions of this agreement. Usage is restricted as designated in this agreement. Any other use, duplication, or distribution of its content in any medium and by any means may be subject to prosecution and penalty of law. The Database is hosted by a nonprofit publisher. Misappropriation for commercial use or further distribution is strictly prohibited. By entering the Web site and using its contents, Buyer is agreeing to these terms. The following are prohibited by law: any reproduction in any media except as authorized herein, any unauthorized 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.

4. **ASSIGNMENT.** This agreement may be assigned in whole or in part by CUP, without the consent of the Buyer, to any person or entity which assumes all of CUP's obligation hereunder.
5. **ACCESS TERMS.** The Agreement will cover access to the full content of the Database and to all software and search capabilities bundled with the Database.

This Agreement grants access by means of the Internet domain (range, or ranges, of IP addresses) of the institution or institutions specified as Buyer on the Registration Form. This Agreement will allow an authorized user from an authorized Buyer IP address to have access to the database. This Agreement also grants remote access to authenticated users who can access the Database through a referring URL or by library card number authentication. Control over authentication of users is Buyer's responsibility.

There are no limits on the total number of users who may use the Database 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 Buyer, and on-site users of Buyer's library and campus computer networks. Buyer is responsible for undertaking reasonable measures to prevent access by unauthorized or unauthenticated persons using its IP addresses, and Buyer will be responsible for any unauthorized access and any resulting downloading or reproduction. Users not authenticated by methods detailed on registration form will not have access to the Columbia Gazetteer of the World™. The number of users from Buyer's institute that may use the Database may not exceed the size of the user population specified on the Registration form.

6. **MULTI-CAMPUS OR CONSORTIA ACCESS.** This Agreement does not permit sharing of the Database among entities within an institution with multiple campus locations or a regional consortium, unless specified otherwise in a separately negotiated schedule. CUP reserves the right to refuse to sell access to a Buyer claiming a range of IP addresses that, in the opinion of CUP, represents more than one institution or campus.
7. **USE OF COLUMBIAS GAZETTEER OF THE WORLD ONLINE.** Any authorized user may search, download, and save material, as appropriate, that is included in the Database 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 Database 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.

Buyer will not be held responsible for unauthorized use of the Database provided: such use is without the express or implied consent of Buyer; Buyer promptly notifies CUP of any such use of which it becomes aware; and Buyer takes all reasonable steps to stop such activity. Buyer 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 Buyer and/or the users.

8. INTERLIBRARY LOAN. Buyers may use hard or electronic copies of limited segments derived directly or indirectly from the database for the purpose of interlibrary loan with the same limitations as apply to paper copies for that purpose when made from print 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.
9. DISCLAIMERS. CUP does not warrant that the Database are usefully accessible in every hardware/software environment. CUP does not warrant the accuracy or completeness of any information contained in the database 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 database. Access to and use of the Database is at Buyer's and user's sole risk.

CUP shall make all reasonable efforts to make the server available to Buyers 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 database. No credit or refund will be granted because of downtime. The performance of the database is subject to the doctrine of force majeure and CUP shall not be liable to Buyer 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.

10. ARCHIVAL AVAILABILITY. In the event access to the database can no longer be provided by CUP for whatever reason or retained by Buyer, CUP will make available the entire content in xml form for archival purposes without refund, and at no additional cost to the Buyer.
11. TERMINATION. CUP may terminate this Agreement for substantial or material breach of the Agreement by providing Buyer with written notice in paper or electronic form.
12. 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 BUYER

Name of Institution: _____

Name of Authorized Signer
(printed): _____

Signature: _____

Date: _____

Please return a signed copy of this agreement along with the registration form to Columbia University Press, Electronic Products, 61 W 62nd St, New York, New York 10023 USA. By fax to +1 212 459 3678 or by email to columbiaonline@columbia.edu.

TO RECEIVE AN ACTUAL LICENSE PLEASE CONTACT COLUMBIA DIRECTLY AT COLUMBIAONLINE@COLUMBIA.EDU OR YOUR AGENT OR CONSORTIA REPRESENTATIVE.