

McGraw-Hill Professional Institutional License Agreement

This License Agreement ("Agreement") entered into as of the 1st day of January , 2014 (the "Effective Date") is made by and between McGraw-Hill Education, with offices at 1221 Avenue of the Americas, New York NY 10020 ("MH") and BC Electronic Library Network, whose principal office is located at W.A.C. Bennett Library, 7th Floor SFU, 8888 University Drive, Burnaby, BC V5A 1S6 ("Licensee").

WHEREAS, Subscribed Materials are made available by MH via electronic media;

WHEREAS, Licensee desires an Agreement to access and use the Subscribed Materials in the manner described below in accordance with this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Definitions:** As used in this Agreement, the following terms have the designated meanings:

"Subscribed Materials" refers to MH Online Owned Content (as defined below) incorporated into the online sites, as specified in Exhibit A and any addenda to Exhibit A.

"Authorized User(s)" are (1) current members of the staff and/or faculty of the Licensee (whether on a permanent, temporary, contract or visiting basis), for public libraries, patrons of the Licensee, and, for academic institutions, individuals who are currently enrolled students at the Licensee's institution, who are permitted to access the Secure Network from within the Licensee's premises or from such other places where such Authorized Users are permitted to access the Secure Network for work or study (including Authorized Users' offices and homes, halls of residence and student dormitories, as applicable) and who have been provided by the Licensee with a password or other authentication, and/or (2) such other persons who are permitted to utilize the Licensee's library or other facilities to access the Secure Network but only from computer terminals within the Licensee's premises."

"MH Online Owned Content" means information and content entered into the Subscribed Materials by MH's employees, representatives and/or its licensors, including, without limitation, those authorized representatives who are editors or who are otherwise designated by MH.

"Other Content" means any other information entered into the Subscribed Materials by Authorized Users or other persons.

"Subscriber" refers to library institution, subscribing to MH Online Content through the Licensee.

2. **Authorized Use of Subscribed Materials and Restrictions.**

a. All of the MH Online Owned Content is either the property of MH or is licensed to MH and is protected by copyright and other intellectual property laws. During the Term of this Agreement as defined herein and subject to Licensee's payment of the fees set out in Exhibit A, MH hereby grants to Licensee a non-exclusive, non-transferable license to allow only its Authorized Users to access and use the Subscribed Materials under the terms described in this Agreement. Licensee shall honor all reasonable requests by MH to protect MH's proprietary interests in the Subscribed Materials. Except for the limited rights granted Licensee herein, all rights in the Subscribed Materials are reserved by MH and Licensee acquires no right, title or interest in any material in the Subscribed Materials.

b. Licensee and its Authorized Users shall only be permitted to access and utilize Subscribed Materials for research or study purposes.

Neither MH nor its licensors have any responsibility for Other Content, including the content of any messages or information posted by Licensee, its Authorized Users or others or for the content or information accessible via direct or indirect hyperlinks from the Subscribed Materials. However, MH retains the right, which it may or may not exercise in its sole discretion, to review, edit or delete Other Content that MH deems to be illegal, offensive, or otherwise inappropriate.

7. Notices

Notices shall be given in writing and shall be effective when either served by personal delivery upon receipt via United States mail, return receipt requested postage prepaid, or by national overnight delivery service or by facsimile with receipt of confirmation, to the address set out in Exhibit A for Licensee and to the following for MH:

McGraw-Hill Education.
1221 Avenue of the Americas
New York, New York 10020
Attn: Deborah A. Mitera
Fax: (212) 512-6569
Phone:(212) 512-4584
Email: Deborah_mitera@mcgraw-hill.com

8. General.

a. The fee payable for the Subscribed Materials shall be exclusive of any sales, use, value added, withholding or similar tax and Licensee is responsible for all such taxes relating to the license under this Agreement.

b. This Agreement constitutes the entire agreement between Licensee and MH relating to the applicable Subscribed Materials subscribed to herein and supersedes any and all other agreements, oral or in writing, with respect to such materials. This Agreement may be modified only by a written instrument signed by both parties. The failure of MH to insist upon strict compliance with any term of this Agreement shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision. Licensee may not assign any rights or obligations of this Agreement without MH's prior written consent, and any assignment without MH's prior written consent, including any assignment by operation of law, shall be null and void. If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. Licensee agrees to keep the financial terms of this Agreement confidential.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

McGraw-Hill Education

Licensee: BC Electronic Library Network