

## ACADEMIC SITE LICENCE ON-LINE ENCYCLOPEDIA OF BRITISH COLUMBIA

### SUMMARY

The on-line *Encyclopedia of British Columbia* is available to BC's academic libraries via site license. The site license is offered for a term of one year, and may be renewed annually. The terms of the license allow all students, faculty and staff of an individual post-secondary institution to access the on-line *EBC*, both from campus and from home.

Please contact Harbour Publishing to arrange a license for your library.

Harbour Publishing  
PO Box 219  
Madeira Park, BC V0N 2H0  
Tel: (604) 883-2730  
Toll-free: 1-800-667-2988  
Toll-free fax: 1-877-604-9449  
Email: [info@knowbc.com](mailto:info@knowbc.com)  
Web: <http://www.knowbc.com>

### TERMS AND CONDITIONS

#### 1.0 Definitions

- 1.1 "Service" shall mean all on-line or electronic documentation, embedded code, programming, HTML, files, images, graphics, icons, content, and all intellectual property incorporated in or generated by the On-line Edition of the Encyclopedia of British Columbia, on the terms and conditions herein contained.
- 1.2 "End User(s)" shall mean the employees, faculty, staff, students or clients (walk-in or otherwise) officially affiliated with the Subscriber and thereby authorized to use the Service as herein licensed.
- 1.3 "Licensor" shall mean Harbour Interactive Inc., its Employees, Agents and Authorized Representatives.
- 1.4 "Site" shall mean a post-secondary institution of any one or more buildings that are a part of a single organization and serviced by one principal, administrator or similar and shall include any one or more computer work stations located within those buildings.
- 1.5 "Right to Use" shall mean the right to access, engage, view, print, and as more specifically set out in Section 4.0 herein, the limited right to copy and/or distribute the Service, during the Term.
- 1.6 "Site Administrator(s)" shall mean any administrator or other professional, of the legal age of majority, located at a Site.
- 1.7 "Subscriber" shall mean that organization or entity legally capable of, and entering into this Agreement, by way of initiating a Purchase Order for a paid subscription.
- 1.8 "Term" of this Agreement shall commence as of the start date of access to the Service and shall continue for a period of one year or in the event that access has been terminated for cause (as outlined in Section 7.1). The Licensor will provide the Licensee with detailed terms of renewal, including fee schedules, at least ninety (90) days previous to the expiry of the Term.

1.9 Whenever referenced herein "Subscriber" and/or "Licensee" shall be interpreted to include any and all Site Administrator(s) and/or End User(s) at each subscribing Site.

## **2.0 Ownership**

2.1 The software and content of the On-line Edition of the *Encyclopedia of British Columbia* are the sole property of the Licensor and the copyright holders. The Licensor warrants that it either owns the copyright to materials included in the Service or else has obtained legal permission to publish all materials included from those who do control copyright therein. The Licensor will hold harmless the Licensee against all claims and losses, costs and damages that the Licensee may incur by reason of any breach or alleged breach of the foregoing warranties. No limitation of liability set forth elsewhere in this agreement is applicable to this indemnification. Permission to use any of the material other than for personal use of the licensee must be obtained in writing from the copyright holders. The Service and all trademarks, trade names, copyrights and all other intellectual property which may or may not be defined is owned by the Licensor and are protected by Canadian and US copyright laws and international treaties. No materials from the Service or any Web site owned, operated, licensed or controlled by the Licensor, may be reproduced, republished, uploaded, posted or transmitted in any way, except as specifically set out herein for non-commercial educational use only.

2.2 No distribution, transfer, sale, lease, or assignment of the Service in part or in whole may be made by the Licensee, to any other person, Site, subsidiary or parent organization.

2.3 The Subscriber may not decompile, reverse engineer, upload, post, transmit or commercially exploit the Service or any part thereof.

2.4 Where the rights herein to copy or distribute the Service, or any part of it, are exercised by the Subscriber, the Subscriber shall reproduce the copyright notice and any other legend of ownership on each copy, or partial copy, of the Service or document copies.

2.5 Notwithstanding 2.1 above, the Subscriber may incorporate parts of the Service in printed Course Packs and Electronic Reserve collections for the use of Authorized Users in the course of instruction, but not for Commercial Use. Each such item shall carry appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, and the publisher. Course packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users who, in the reasonable opinion of the Member, are visually impaired. Similarly, the Licensor may supply to a non-Licensor library (whether by post, fax or secure transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing), for the purposes of research or private study and not for Commercial use, a single paper copy of an electronic original of an individual document being part of the Service.

## **3.0 Subscription Fees**

3.1 The Subscriber agrees to pay to the Licensor the Fees payable pursuant to the Licensor's pricing schedules.

3.2 Invoices shall be paid within thirty (30) days of receipt. All sales, excise or other taxes imposed by any government authority as well as any further additional charges, including shipping and handling, are in addition to the Fee and shall be paid by the Subscriber.

#### **4.0 Use of Service**

- 4.1 The Service is furnished under a license agreement for the personal and educational use of the licensee. Any commercial use, including but not limited to renting, leasing, sub-licensing, transferring or creating derivative works, is strictly prohibited. No copyright or trademark notices may be removed or obscured.
- 4.2 Documentation supplied with or within the Service may be copied for use with the Service at each Site (the "Documentation").
- 4.3 Concurrent access to the Service may be obtained via multiple computer work stations at the Site by way of user name and password verification, or any other means of authentication from time to time established by the Licensor. End Users may further access the Service from their home computers for personal educational purposes only.
- 4.4 The Site Administrator(s) acknowledge that the Service includes features which provide access to electronic mail and Internet sites which are not governed by the Licensor and that the access to these features and/or Internet sites is at the sole responsibility and liability of the End User.
- 4.5 The Subscriber shall use its best efforts to prevent any illegal use of the Service or Documentation by its Site Administrator(s), End User(s), agents, assigns or any other person, organizations or Sites.

#### **5.0 Limitation of Liability**

- 5.1 The Licensor assumes no responsibility for the selection of this Service to achieve any intended purposes, for the proper use of this Service and for verifying the results obtained from use of this Service. The Licensor licenses this Service "as is" and does not warrant that the functions contained in this Service will meet any requirements, that the Service is fit for any particular purpose or that the operation of the Service will be uninterrupted or error-free. The Licensor will make its best efforts to ensure 24-hour access and uninterrupted service at all times.
- 5.2 The Licensor does not warrant that the Service is compatible with every Internet browser or with every work station.
- 5.3 Should the Service or any part of it be found defective the Licensor's liability shall be limited to the replacement of same.
- 5.4 Neither the Licensor nor the Subscriber shall be liable for any incidental, consequential or indirect damages (including but not limited to damages for loss of profits, interruption or loss of information) arising out of the use of or inability to use the Service, including if the Licensor or any authorized representative has been advised of the possibility of such damages.
- 5.5 The Licensor makes no representations or warranties, expressed or implied, nor assumes any responsibility or liability for any restriction, complication, non-compliance, suitability or non-compatibility of the technology, software or hardware used by the Subscriber to access and use the Service.
- 5.6 The Subscriber agrees that the Licensor's liability hereunder for damages, regardless of form or action, will not exceed the Fee paid to the Licensor under this Agreement.

## **6.0 Rights of Licensor**

- 6.1 The Licensor reserves the right to add or subtract services and data from the Service without warning. Notification of changes to the Service may be provided by way of notices posted prominently within the Service.
- 6.2 Any rights not expressly provided for herein are reserved to the Licensor.

## **7.0 Termination of Agreement**

- 7.1 Unless renewed by agreement between the Licensor and Licensee, this Agreement shall immediately and automatically terminate
- i) upon the expiry of the term of the fully paid subscription to the Service; or
  - ii) in the event of a willful, material or persistent breach of the terms of this Agreement and a failure to remedy any such breach within thirty (30) days of written notification.
- 7.2 Any and all use of the Service by the Subscriber following termination of the License term is prohibited and may result in additional fees and charges being levied against the Subscriber.
- 7.3 Paragraphs 2, 4, 5, 6 and 7 shall survive the termination or expiration of this License.

## **8.0 General Provisions**

- 8.1 The Licensor shall not be liable to the Subscriber for a discontinuation of the Service due to reasons directly attributable to the server of the Licensor provided the period of the discontinuance does not exceed 12 days, in the aggregate, during the Term. In the event this period is exceeded, the Subscriber shall be entitled to a pro-rated rebate of the subscription fee for the additional period.
- 8.2 The Licensor's waiver, failure or delay to exercise any right, provision or entitlement herein shall not be deemed to constitute a waiver of same or any other provision, right or entitlement herein.
- 8.3 This Agreement, which where applicable includes the Subscriber's Purchase Order Form, shall constitute--in combination with any provincial licensing agreement established between the Licensor and the Ministry of Education--the entire agreement between the parties and supersede all prior agreements and understandings, oral or written, express or implied, by and between any of the parties with respect to the subject matter of this Agreement.
- 8.4 These terms shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 8.5 If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired as a result of such event in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired as a result of such event, unless in either case as a result of such determination this Agreement would fail in its essential purpose.