Faulkner Information Services
116 Cooper Center
7905 Browning Road
Pennsauken, NJ 08109-4319

Telephone: (856) 662-2070
(800) 843-0460
Fax: (856) 662-0905

Faulkner Electronic Information Services License Agreement for Educational Institutions

The parties to this Agreement are the Educational Institution as “Licensee” and Faulkner Information Services, as “Licensor”.

This Agreement shall become effective upon execution of this License Agreement, which provides information about special terms and conditions. Licensor provides access to its information databases (the “Licensed Materials”) via its web site, http://www.faulkner.com. Remote access to the Licensed Materials will require the student/faculty member to gain entry through the institution's secure network area (a secure network or a virtual network which is only accessible to users approved by the Licensee whose identity is authenticated at the time of log-in). Additionally, walk-in users may have access to the Licensed Materials through the institution’s secure network when on premises only. The assignment of a unique User ID and password can also provide access to the Licensor’s web site.

Licensor owns and retains all proprietary rights to, and interests in, the Licensed Materials. This includes, but is not limited to, all trademarks and copyrights owned by the Licensor.

1. LICENSE

Licensee and current members of its staff and individuals who are currently studying at the Licensee’s institution who are permitted to access the secure network (Authorized Users) are hereby granted a non-exclusive and non-transferable, limited license to access the Licensed Material under the following terms:

Licensee or Authorized Users may do the following without special permission or further payment:

- Download and use an individual report for their own individual purpose, including cut and paste it into another document, reformat it or record it electronically, as long as the use is consistent with the other conditions described in these guidelines.

- Make a reasonable number of copies of individual reports and distribute them to others inside their immediate workgroup, project team, research unit, or classroom within their university.

- Quote from the Licensed Material providing it is accurately transcribed and given the appropriate credit to source. “Students, faculty, and staff of the Licensee should make every reasonable effort to accurately reproduce and attribute material directly quoted from the service. Permission to quote directly from the material is granted for nonprofit educational purposes only. Commercial use is prohibited.”
Licensee or Authorized Users may not do the following without prior written permission:

Licensees may not provide or promote access to the Licensed Materials to any individuals or groups outside those provided for in this License.

Licensee or Authorized Users may not knowingly provide, by electronic or other means, a copy of any part of the Licensed Materials for any purpose to users who are outside the authorized-IP ranges available to students, faculty, or staff.

Licensee or Authorized Users may not incorporate significant portions (more than twenty reports) of the Licensed Materials in materials assembled by members of staff of the Licensee for use by students in class for the purpose of instruction without prior written permission.

2. TERM AND RENEWAL

The License shall be in effect for the period specified in this License Agreement. The License is renewable on an annual basis, subject to review of any changes in pricing or content, as agreed between Licensee and Licensor. Neither party is under any obligation to renew this License at any time.

3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES

Licensor makes no warranties, express or implied, as to results obtained by Licensee from the use of the Licensed Material and makes no express or implied warranties of merchantability or fitness for purpose. The information contained in the Licensed Material shall be obtained from sources considered to be reliable, but the accuracy and completeness thereof are not guaranteed and Licensor shall not be subject to liability for any errors or omissions.

Licensor shall not be liable for any punitive or consequential damages, or claims against Licensee by any third party. In no event shall the total liability of either party hereunder for damages, regardless of the form of action, exceed the annual fee paid by Licensee for the current subscription period.

Licensor shall indemnify and hold harmless Licensee, its owners, affiliates, subsidiaries, and employees from and against all liabilities that may result by reason of any infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to the information services. Licensor will defend and/or settle at its own expense any action brought against Licensee to the extent that it is based on a claim that the Licensed Material infringes any patent, trademark, copyright, trade secret or other property right.

4. PROPRIETARY RIGHTS

Licensee acknowledges that the Licensed Material is compiled, prepared, revised, selected and arranged by Licensor through the application of methods and standards of judgement developed and applied through the expenditures of substantial time, effort and money. These materials constitute valuable property of Licensor. Licensee agrees to take all reasonable precautions to protect the copyright and proprietary rights of Licensor during and after the term of this Agreement; and shall honor and comply with requests made by Licensor to protect Licensor’s contractual, statutory, and common law rights in the Licensed Material.
THIS LICENSE IS AGREED TO this ___________ day of __________ 2007 BETWEEN

Faulkner Information Services, of 7905 Browning Road, 116 Cooper Center, Pennsauken, NJ 08109 “the Licensor” and

__________________________________________ of ___________________________________ “the Licensee”)

WHEREAS the Licensor holds the rights granted under this License

AND WHEREAS the Licensee desires to use the rights and the Licensor desires to grant to the Licensee the License to use the rights at the Library Premises as specified below for the Fee, subject to the terms and conditions of this License.

Title: Faulkner’s Advisory on Computer and Communications Technologies
Subscription Period: ___________________
Format: Web
Annual Fee: ___________________
Terms: Net 30 days from receipt of invoice

ACCESS METHOD: Authentication via IP address or other
INSTITUTION NAME: … … … … … … … … … … … … … … … … … … … … ..
IP Address Ranges: … … … … … … … … … … … … … … … … … … … … ..
Proxy Server: … … … … … … … … … … … … … … … … … … … … ..

AS WITNESS the hands of the parties the day and year below last written:

FOR FAULKNER INFORMATION SERVICES FOR THE LICENSEE

Signed: Signed:
Position / Title: ___________________ Position/Title: ___________________
Date: ___________________ Date: ___________________

Page 3 of  3