

ACADIA UNIVERSITY

Software License Agreement

This Software License Agreement (“Agreement”) is made and entered into this _____ day of _____ 20____, (the “Effective Date”) by and between The Governors of Acadia University (“Licensor”) and _____, an educational institution having offices at _____ (“Licensee”).

DEFINITIONS

SOFTWARE - means the *Credible Sources Count!* software supplied to Licensee pursuant to this Agreement.

MODIFICATIONS – means any addition to, deletion from or change to the substance or structure of the SOFTWARE.

SOURCE CODE - means the human readable form of a program or other work that is suitable for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an executable (object code).

1. LICENSE GRANT. Subject to the provisions of this Agreement, Licensor grants Licensee a perpetual, non-exclusive and non-transferable license to reproduce, use, modify and display the SOURCE CODE version of the SOFTWARE, with or without MODIFICATIONS solely for non-commercial research and educational purposes. This License does not entitle Licensee to technical support, telephone assistance, enhancements or updates to the SOFTWARE. Licensee may not use the SOFTWARE for commercial purposes, including but not limited to the sale of the SOFTWARE or bulk reproduction or distribution of the SOFTWARE in any form.

2. RESTRICTIONS. Except as otherwise expressly permitted in this Agreement, Licensee may not (i) sell, rent, lease or sublicense rights in SOFTWARE; (ii) remove, alter or obliterate any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in SOFTWARE or (iii) use the name of Licensor or the authors of SOFTWARE in any manner related to SOFTWARE without their prior written permission. Licensee shall ensure that its employees and/or consultants comply with all the terms and conditions of this license and shall be liable for any breaches thereof.

3. FEES. There is no license fee for SOFTWARE provided Licensee’s use is limited to that specified in the License Grant above.

4. TERMINATION. Licensor may terminate this Agreement if Licensee breaches any of the terms and conditions recited herein. The Licensor may, at any time, terminate this Agreement by destroying the SOFTWARE. Upon termination by either party, Licensee shall destroy all copies of SOFTWARE and immediately terminate all online access to the SOFTWARE. All provisions of this Agreement relating to disclaimers of warranties, limitation of liability, indemnity or ownership shall survive termination.

5. OWNERSHIP. All rights, title to and ownership interest in SOFTWARE, including all intellectual property rights therein, shall remain in Licensor. Licensee acknowledges such ownership and intellectual property rights and will not take any action that jeopardizes limits, undermines or

interferes with in any manner Licensor's ownership and intellectual property rights with respect to SOFTWARE. Licensor reserves all rights not expressly granted to Licensee in this Agreement.

6. MODIFICATIONS. Licensee may modify, adapt and create improvements to the SOFTWARE subject to the following conditions:

(a) A copy and description of all MODIFICATIONS made to the SOFTWARE must be sent to the Licensor. The Licensor, at its sole discretion, reserves the right to have the mandatory notice, as described in Section 7, removed from MODIFICATIONS made to the SOFTWARE. Licensor reserves the right to use any modifications created by the Licensee and the Licensee agrees to give Licensor a perpetual royalty-free license to copy, distribute, modify and adapt such MODIFICATIONS and to sub-license others to use such MODIFICATIONS, which license will survive the termination or expiration of this Agreement;

(b) Any MODIFICATIONS created by Licensee must include a notice to inform users that the MODIFICATIONS include SOFTWARE developed by LICENSOR and the date of any changes;

(c) Any MODIFICATIONS developed by Licensee shall not be used in products outside of or unrelated to the SOFTWARE;

(d) Licensor is not liable for any modifications made by Licensee.

7. MANDATORY NOTICE. Licensee shall maintain and place on any copy of SOFTWARE or MODIFICATIONS which include SOFTWARE, the following notice of copyright. This notice shall be loaded in the computer memory for use, display or reproduction and shall be embedded in SOFTWARE source code and object code, in the video screen display and in any location or object on which SOFTWARE or MODIFICATIONS is stored or reproduced. The notice shall state:

"Copyright © 2004-200X The Governors of Acadia University. All rights reserved.

This software constitutes a published work. None of the foregoing material may be copied, duplicated or disclosed without the express written consent of Licensor. LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE, PAPER AND/OR DOCUMENTATION, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR USE FOR A PARTICULAR PURPOSE AND/OR ANY OTHER WARRANTY THAT MAY ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. UNDER NO CIRCUMSTANCES SHALL THE LICENSOR BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, AND INTERRUPTION OF BUSINESS OR ANY OTHER RELATED EXPENSES WHICH MAY ARISE FROM ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO THOSE RESULTING FROM DEFECTS IN SOFTWARE, OR LOSS OR INACCURACY OF DATA OF ANY KIND."

8. DISCLAIMER OF WARRANTY. SOFTWARE IS PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES THAT SOFTWARE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. LICENSEE BEARS THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF SOFTWARE. SHOULD SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, LICENSEE ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR THE ENTIRE COST OF ANY SERVICE AND REPAIR IN CONNECTION THEREWITH. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

9. LIMITATION OF LIABILITY. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY INDIRECT, DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND WITHOUT REGARD TO WHETHER SUCH CLAIM OR ALLEGATION IS BASED IN CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES LICENSEE PAID FOR THIS LICENSE (IF ANY).

10. INDEMNIFICATION. Licensee shall indemnify and hold harmless Licensor, its governors, officers, agents, employees and students from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of Licensee's use of SOFTWARE or MODIFICATIONS, or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee, its subsidiaries or its officers, employees, agents, representatives or students.

11. MISCELLANEOUS. (a) This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof. (b) This Agreement may be amended only by writing and signed by both parties. (c) Except to the extent applicable law, if any, provides otherwise, this Agreement shall be governed by the laws of the Province of Nova Scotia, Canada including its conflict of law provisions. (d) If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. (e) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. (f) The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination. (g) Licensee may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein (h) The relationship between Licensor and Licensee is that of independent contractors and neither Licensee nor its agents shall have any authority to bind Licensor in any way. (i) The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR

LICENSEE

The Governors of Acadia University

Signature: _____

Signature _____

Printed Name: Sara Lochhead

Printed Name: _____

Title: Vice-President, Enrolment &
Student Services
University Librarian

Title: _____

Date: _____

Date: _____

NOTE: This Agreement should be signed by the appropriate signing officer at your institution and faxed back to Acadia's License Administrator at: 902-585-1094.

Contact Information for Representatives of Parties to the Agreement

List all addresses for the Licensee:

License Administrator (Licensee):

Name: _____

Title: _____

Institution: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Licensee's Technical Contact:

Name: _____

Title: _____

Institution: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

License Administrator (Licensor):

Name: Sara Lochhead

Title: Vice-President, Enrolment & Student Services
University Librarian

Institution: Acadia University

Address: Vaughan Memorial Library, 50 Acadia Street, Wolfville, NS B4P 2R6

Telephone: 902-585-1510

Fax: 902-585-1094

Email: sara.lochhead@acadiau.ca

Licensor's Technical Contact:

Name: Patricia Gallant

Title: Librarian

Institution: Acadia University

Address: As Above.

Telephone: 902-585-1403

Fax: 902-585-1094

Email: patricia.gallant@acadiau.ca