

Nick Westbrook
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Collection Management
Unit 7

The Annual License and Subscription Agreement supplied by the BiblioLine website. The crucial sections with information pertaining to ‘Parties’, ‘Products’, ‘Licensed Use of BiblioLine’ and ‘Use Restrictions of BiblioLine’ are detailed in the document.

Section A (Parties) is pretty straightforward and identifies the Subscriber of the service as the licensee and the distributor (NISC) as the licensor. The licensor is described as an affiliate of the NISC organization who deals specifically with the Subscriber party.

Section B (Products) describes what is offered through the subscription agreement to the subscriber. This includes the BiblioLine Database, the search and retrieve “ROMWright Software” developed for the database, online or printed directions of use produced by NISC and access to customer support.

In Section C (Licensed Use of BiblioLine), the document gets into the rights of the subscriber upon getting that subscription. Clause 1 determines that the license applies to the subscriber alone, and that the subscriber doesn’t own the product they have the license for. Clause 2 goes into detail about who is an ‘Authorized Subscriber’ by outlining the limitations of each institution that has the rights to acquire a subscription. Clause 3 specifies that the terms of the license will be in effect during free trials, paid subscriptions periods and upon receiving new and updated databases. Clause 4 prevents the Subscriber from reproducing the products or portions of it without the expressed consent of NISC. Clause 5 prevents the subscriber from using the Products to make any

sort of profit by charging for access or renting out the software to other institutions or individuals. Clause 6 requires the subscriber to provide the equipment (computer equipment, for example) that is required for the use of the Products. Clause 7 says that the terms of the agreement may be changed, that the subscriber will be informed of these changes and that failure to agree to new conditions may result in the service being terminated after thirty days.

Use Restrictions of BiblioLine are defined in Section D. Clause 1 of the Section D, "General Restriction applicable to all Subscribers", limits the distribution to clients of the Subscriber (though they cannot commercially exploit the service). It also specifies that the username/passwords can only be used in the country where the institution is based. This clause also restricts putting the product onto a hard disk, with a few exceptions outlined in the clause (temporary storage or making a copy for personal, research or other non-commercial purposes). This clause also prevents Subscribers from reverse engineering any of the software or graphics presented in the database. Clause 2 of Section D restricts the users of the Subscribers database. It breaks it down into the restrictions of a single user (being the only authorized user of the service), multiple user (giving access to multiple computers owned by the Subscriber (on the subscribers premises)) and Remote Access (allowing those who pay an additional fee to have access at off-site areas).