SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of the last date it is signed by either of the parties below (the "Effective Date") and is applicable for the subscription term ("Subscription Term") as defined in Exhibit A attached hereto. This Agreement is by and between **KEAN UNIVERSITY** on behalf of itself and its affiliates, (collectively, "Customer") and **EBSCO INFORMATION SERVICES,** a division of EBSCO Industries, Inc., a Delaware corporation with an address of 110 Olmstead Street Suite 200, Birmingham, AL 35242 ("EBSCO").

The parties agree as follows:

1. **Scope of Services.** EBSCO shall perform the services and provide the deliverables described and set forth in Exhibit A, which is attached hereto and incorporated herein (the "Services").

2. **Warranties.** EBSCO represents, warrants and agrees: (a) that the Services shall be performed in a timely, professional, competent, good and workmanlike manner and in accordance with industry standard practices and the requirements of this Agreement; (b) that the deliverables will conform to the requirements and specifications set forth in this Agreement; and
(c) that in performing its obligations under this Agreement, EBSCO shall comply with all applicable laws, regulations, codes and ordinances.

3. **Privacy Requirements.** The parties acknowledge and agree that Customer will be and remain the controller of Customer's data for purposes of all applicable laws relating to data privacy, personal data, trans-border data flow and data protection (collectively, the "Privacy Laws"), with rights to determine the purposes for which the Customer data is processed. Nothing in this Agreement will restrict or limit in any way Customer's obligations as owner or controller of the Customer data for such purposes. As controller of the Customer data, Customer is directing EBSCO to process the Customer data in accordance with the terms of this Agreement.

4. **Intellectual Property.**

(a) Customer Property. All materials, inventions, know-how, proprietary information, data, writings and other property in any form whatsoever, including all Customer content and all Customer Intellectual Property, as well as any third-party software, trademarks and copyright protected expression, which are provided to EBSCO by and/or or on behalf of Customer, or which are used by EBSCO with respect to the performance of its obligations hereunder, and which were owned by Customer or any of its affiliates prior to being provided to EBSCO, shall remain the property of Customer (or the third-party owner, as applicable) (the "Customer Data"). EBSCO shall have a license to use any Customer Data supplied to it solely to the extent necessary to enable EBSCO to perform its obligations hereunder. EBSCO shall not acquire any other right, title or interest in or to any portion of the Customer Data as a result of its performance hereunder.

(b) EBSCO Property. All materials, inventions, know-how, proprietary information, data, writings and other property in any form whatsoever, including all EBSCO Intellectual Property, which are provided to Customer by and/or on behalf of EBSCO, or which are used by EBSCO with respect to the performance of its obligations hereunder, and which were owned by EBSCO prior to being provided to Customer, shall remain the property of EBSCO (the "EBSCO Property"). Customer shall not acquire any other right, title or interest in or to the EBSCO Property as a result of EBSCO's performance hereunder.

(c) Developed Property. All software (including HTML, SGML, XML and other code), materials, inventions, know-how, information, data, writings and other property which is created by EBSCO in its performance of the Services hereunder along with any improvements to the Services or any new programs, upgrades, modifications or enhancements developed by EBSCO in connection with rendering the Services, even when refinements and improvements result from Customer's request, shall be the property of EBSCO ("Developed Property"). To the extent, if any, that ownership in such refinements and improvements does not automatically vest in EBSCO by virtue of this Agreement or otherwise, Customer hereby transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to EBSCO all rights, title, and interest which Customer or its affiliates may have in and to such refinements and improvements.

5. **Disclaimer.** Except as otherwise specifically provided herein and to the maximum extent permitted by law, EBSCO expressly disclaims any and all warranties, conditions, representations, and guarantees with respect to the Services, whether express or implied, arising by law, custom, prior oral or written statements, or otherwise, including, without limitation, any warranty of merchantability or fitness for a particular purpose. No representation or other affirmation of fact, including, without limitation, statements regarding capacity, suitability for use or performance of the Services, not contained in this Agreement shall be deemed to be a warranty by EBSCO.

6. **Term.** The term of this Agreement shall be for the current subscription Term, defined in Exhibit A, and shall continue through subsequent Subscription Terms if renewed annually by Customer as described in Exhibit A. Customer hereby ratifies the Services which have been performed prior to the Effective Date. The expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth in this Agreement which the parties have expressly agreed in writing will survive or continue beyond any such expiration or termination.

7. **Confidentiality**. "Confidential Information" shall mean, with respect to a party hereto, all information or material which (i) gives that party some competitive business advantage or the opportunity for obtaining such advantage or the disclosure of which could be detrimental to the interests of that party; or (ii) (a) is marked "Confidential," "Restricted," "Proprietary" or with some other, similar, marking; (b) is known by the parties to be considered confidential; or (c) from all the relevant circumstances, should reasonably be assumed to be confidential. Confidential Information includes but is not limited to each party's, financial data and business strategies. Neither party shall have any obligation with respect to Confidential Information which: (i) is or becomes generally known to the public by any means other than a breach of the

obligations of a receiving party or other unlawful act; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party without reference to information derived from the other party; or (iv) is subject to disclosure under court order or other lawful process. Subject to any state or federal laws requiring disclosure, the parties agree to hold each other's Confidential Information in strict confidence for as long as such information remains confidential. This Section shall survive the termination or expiration of this Agreement.

8. Miscellaneous. EBSCO is acting as an independent contractor under this Agreement and not as an agent, employee, or partner of Customer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither EBSCO nor Customer shall assign this Agreement or any part thereof, whether voluntarily or by operation of law, without the prior written consent of the other party. This Agreement contains and constitutes the entire agreement between EBSCO and Customer with respect to the subject matter hereof. No modification of this Agreement shall be valid or effective unless in writing and signed by EBSCO and Customer. All waivers under this Agreement shall be in writing in order to be effective. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof. Notices provided to Customer under this Agreement shall be sent via certified mail to **Kean University Library / 1000 Morris Ave. Union, NJ. 07083.** Notices provided to EBSCO under this Agreement shall be sent via certified mail to EIS General Manager at 110 Olmstead Street, Suite 200, Birmingham, AL 35242 with a copy to J. David Walker, Vice President and CFO of EBSCO Industries, Inc. P.O. Box 1943 Birmingham, AL 35201-1943. Each party agrees to waive a jury trial in any action hereunder. This Section shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

EBSCO INFORMATION SERVICES, A DIVISION OF EBSCO INDUSTRIES, INC.
("EBSCO")

Signature

Mike Drake
Printed Name

Vice President Customer Satisfaction
Title

9/29/16
Date

KEAN UNIVERSITY
("Customer")

Signature

Jennifer Soyka
Printed Name

Interim Director of Purchasing
Title

9/28/16
Date

EXHIBIT A
Services, Deliverables and Payment

1. EBSCO Information Services, a division of EBSCO Industries, Inc. ("EBSCO"), is a leading subscription service agency engaged in the business of representing libraries to publishers throughout the world for purposes of acquiring serial publications and other information products.

2. The subscription term for EBSCO's Usage Loading Service shall be for twelve (12) months beginning **January 1, 2016 (the "Subscription Term") and is non-cancellable during the Subscription Term.** Upon EBSCO's receipt of a renewal confirmation from Customer the Agreement will renew at the end of the Subscription Term for an additional twelve (12) month period. If no renewal confirmation is received or if Customer advises of its intent not to renew, the Agreement shall terminate at the end of the then current Subscription Term.

3. **Loading Frequency Option:**
Biannual (2)

Platforms to Load:
EBSCOhost (EBSCO)
ProQuest (ProQuest)
SpringerLink (SpringerLink)
Taylor & Francis (Taylor & Francis)
Wiley Online Library (John Wiley & Sons Inc.)

EBSCO Package Retail:
$2,880.00

Valid Platform Access Details must be provided to EBSCO prior to the 15th of the month preceding the noted loading frequency for EBSCO to begin harvesting usage for the subscribed platforms.

4. Usage data for the selected loading frequency will be loaded within six (6) weeks from the beginning of the selected loading frequency or within two (2) weeks of the content provider making valid COUNTER reports available for download, whichever is greater. (e.g. June usage data will be available by mid August). The COUNTER Code of Practice allows up to four (4) weeks for the content provider to prepare usage data. Some content providers will not have June usage available for harvesting until the end of July. EBSCO requires an additional two (2) weeks to load usage statistics into the Usage Consolidation module.

5. These Services will enable Customer using the statistics, to make better informed purchasing decisions and to plan more effectively. EBSCO will provide Customer with the detailed specifications it needs, in a format useful to its customers, to compare the relative usage of different delivery channels, and to learn more about online usage patterns. The Customer will pay the agreed upon service fee for EBSCO's Usage Loading Service (plus applicable tax) annually with a minimum of five (5) platforms. EBSCO reserves the right to increase the service fee at the beginning of any renewal Subscription Term. EBSCO will notify Customer of any such fee increase for the following Subscription Term at least sixty (60) days prior to the end of the then current Subscription Term. Customer will acknowledge that EBSCO personnel will act as contract agents for the institution and have been granted the right to act on behalf of the

6. **COMPLETE Usage Loading Service Subscription (the "Services") Duties shall include:**

a. Titles matched automatically within EBSCO's integrated Knowledge Base
b. Retrieve COUNTER reports from content providers
c. Manipulate reports (clean up COUNTER reports and non-COUNTER reports to ensure they load)
d. Load usage into Customer's account
e. Setting up platform details within Customer's account
f. Loading two (2) year historical usage data as available. (Due to changes within publisher packages and EBSCO's Knowledge Base historical title exceptions will not be manually matched by the Usage Loading Service).
g. Manually matching titles (those titles which were unmatched via EBSCO's automated processes) with usage greater than zero and valid ISSN/ISBN
h. Coordinate to ensure that missing titles are added to the EBSCO Integrated Knowledge Base (title additions are contingent upon the title meeting EBSCO Knowledge Base eligibility requirements)

For Journal Reports, EBSCO's staff will attempt to resolve all exceptions for titles in the usage report which have full text, valid ISSN and usage greater than zero.

For Book Reports, EBSCO's staff will attempt to resolve all exceptions for titles in the usage report which have a valid ISBN and usage greater than zero.

For Database Reports, EBSCO's staff will attempt to resolve all exceptions with usage greater than zero for valid databases in the report that are appropriate to be in the knowledge base. Report entries for authority file entries (e.g. search counts for subject lists and publication lists) and custom databases (e.g. library OPACs and institutional repositories) will be ignored.

Duties shall exclude:

a. Manage customer's A-to-Z collection or Full Text Finder Collection
b. Run reports
c. Matching zero usage
d. Matching usage with no valid ISSN / ISBN

7. The overall maintenance, troubleshooting and upkeep, etc. of the Customer's publisher account remains with Customer. EBSCO shall not be responsible for maintaining the Customer's account with the publisher.

License Agreement consists of:
ProQuest Customer Order Form
Terms and Conditions 07/17/2017
Addenda (if applicable)

ProQuest

By signing this License Agreement ("Agreement") with your signature below, you agree to license the Service under these terms and conditions below and you certify that you are authorized to enter into this Agreement on behalf of the Customer.

Customer: KEAN University

Authorization by Customer:		**Authorization by ProQuest LLC:**	
Signature:	Duly Authorized Signature	Signature:	DocuSigned by: Dawn Branham 124DBB43D3ED476...
Name:	Faruque Chowdhury	Name:	Dawn Branham
Title:	Associate Vice President	Title:	Sr. Manager, Customer Supp
Date Signed:	11/25/19	Date Signed:	11/26/2019

Q-00381044

Product Name	Code	Start Date	End Date	Price
Avery Index to Architectural Periodicals	AVERY	11/1/2019	10/31/2020	2,002.00 USD
			Total Price:	2,002.00USD

Product Notes:

Additional Information:

Billing Information: Please review your billing address to ensure its accuracy.	Shipping Information: Please confirm the shipping address is accurate.
KEAN University Nancy Thompson Library 1000 Morris Ave Union NJ United States 07083-7133	**KEAN University** Nancy Thompson Library 1000 Morris Ave Union NJ United States 07083-7133
Electronic Invoice Recipient(s): Chrisler Pitts cpitts@kean.edu	Electronic Renewal Recipient(s): Chrisler Pitts cpitts@kean.edu
If your subscribing institution requires the use of Purchase Orders, please indicate below. **Purchase Order #**	**Tax Registration Number #** If tax exempt, please include copy of supporting documentation with signed agreement or email a copy to taxinformation@proquest.com

Invoices will be emailed to the bill-to-contact and renewals will be emailed to the ship-to-contact. If your institution is unable to accept electronic invoices, please check this box:	*To sign up for our auto-renewal program as part of our 'go green' initiative. Your subscription to the service will automatically renew for successive 12 month periods at the rate set forth in the renewal invoice sent to the Customer, unless Customer sends written cancellation notice to ProQuest within 30-days of the Customer's receipt of the renewal invoice, with such cancellation to be effective as of the end of the current subscription period, please check this box:*

Technical Contact:	Phone:	Email:

IP Authentication:	Barcode Scheme:	Alternative Authentication:	LIBCODE
	Length: Prefix:		
Authentication Instructions:			

Additional Sites:

Account Manager Information:
Corey Beck
| corey.beck@proquest.com

Terms and Conditions

1. License Grant. Subject to the terms of this Agreement, ProQuest LLC and its affiliates ("ProQuest") hereby grant to Customer a non-exclusive, non-transferable license (the "License") for Customer and its Authorized Users to access and use the products and services listed on Customer's approved Order Form (the "Service") solely at Customer's principal location and those locations identified on the Order Form or a separate schedule ("Additional Sites"). Additional locations may be added as Additional Sites upon written notice to ProQuest and payment of additional fees, if applicable. Access and use of the Service is only for the internal, research purposes of Customer and/or its Authorized Users as further described in Exhibit A (Permitted Uses). Customer does not acquire any intellectual property ownership in the Service or any associated software, systems, documentation, content, other materials and/or improvements made thereto, including improvements based upon customer feedback. All such rights and interests remain in ProQuest and its licensors.
2. Authorized Users. Unless otherwise detailed on the Order Form, "Authorized User" means only: (a) For public libraries: library staff, individual residents of Customer's reasonably defined geographic area served, and walk-in patrons while they are on-site; (b) For schools and other academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons while they are on-site; and (c) For other types of organizations: employees and independent contractors, while performing their work. Authorized Users excludes Customer's corporate affiliates, academic bookstores, and alumni unless those users are expressly included and reflected on the Order Form or Additional Sites Schedule.
3. Secure/Remote Access. All access and use of the Service must be made via a secure network and secure authentication methods. Use of the Service by remote access is allowed unless otherwise stated on the Order Form. Customer will strictly limit any remote access to its Authorized Users through the use of secure methods of user verification. Customer will

promptly notify ProQuest if Customer believes security has been compromised. Posting or sharing of passwords, or otherwise enabling access for the benefit of non-subscribing institutions or users, is strictly prohibited.

4. Updates to the Service. ProQuest will provide reasonable notice of any substantial modifications of information, databases, materials, capabilities, or services within the Service by email to Customer's representatives who sign up to receive updates. These changes shall be subject to the terms and conditions of this Agreement, and shall not materially alter use of the Service in an adverse manner.

5. Supplemental Terms. Some content included in the Service has terms of use applicable solely to such content. Content-specific terms are clearly displayed with the associated content or embedded in the systems and technologies incorporated into the Service. Where third-party databases or content are subject to supplemental terms, such terms shall be clearly referenced on the Order Form. Such supplemental terms shall not materially alter use of the Service.

6. Variations in Content. The content provided as part of the Service is primarily owned and supplied to ProQuest under agreement with third party licensors, and is subject to the continuation and extent of the license granted under such agreements. ProQuest shall have the right, in its reasonable and good faith discretion, to remove or modify materials in the Service because (a) ProQuest's right to distribute such materials lapses, (b) such materials contain errors or could be subject to an infringement or other adverse claim by a third party, or (c) particular content collections have changed due to editorial selection, coordination, or arrangement of materials.

7. **Fees and Payments.** Customer agrees to pay the fees for the Service shown on the Order Form within 30 days of receipt of ProQuest's invoice unless otherwise specified on the Order Form. Fees are based in part on Customer's population served, Authorized Users and Additional Sites at the time of the order or such other license parameters as may be listed on the Order Form. If any one or a combination of these elements materially increases (*e.g.*, if the Customer acquires a new affiliate), a fee increase commensurate with such change may be required before access and use of the Service is provided to or for the benefit of the additional user population and/or Additional Sites. Firm U.S. Government orders require a valid purchase order and advance payment or payment in accordance with FAR 52.213.2.

8. U.S. Government Restricted Rights. Services include materials that are commercial technical data and/or computer databases and/or commercial computer software, as applicable, which were developed exclusively at private expense by ProQuest LLC, 789 E. Eisenhower Parkway, Ann Arbor, MI 48108. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer databases and/or computer software are subject to the limited rights restrictions of DFARS SUBPART 252.227-7202-3 (December 2011) Rights in Computer Software and Computer Software Documentation and/or subject to the restrictions of DFARS 252.227-7019 (Sep 2011) Validation of Asserted Restrictions – Computer Software, as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) Rights in Data-General, FAR 52-227-20(c)(2-3) (December 2007) Rights in Data-SBIR Program and/or subject to the restricted rights provisions of FAR 52.227-15 (December 2007) Representation of Limited Rights Data and Restricted Computer Software and FAR 52.227-19 (Dec 2007) Commercial Computer Software-Restricted Rights, as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurement.

9. Term. Customer's access to a particular Service shall continue for the period on the Order Form, plus any agreed renewal period(s). This Agreement shall continue in force for so long as Customer subscribes to at least one Service. Thereafter, the following survive: Sections 9–11 and 13-16, and any perpetual archive licenses ("PAL") (subject to all relevant use restrictions and security requirements).

10. Termination for Breach. If a party breaches a material term of this Agreement and does not cure within 30 days from written notice, the other party may immediately terminate this Agreement in whole or as to the affected Service. If this Agreement is terminated in whole or in part for Customer's breach, (a) ProQuest shall disable access to any terminated Service, (b) Customer shall destroy any files, information, data or software derived from any terminated Service in its possession or control, and certify destruction upon request, and (c) ProQuest reserves the right to pursue all available legal remedies.

11. Remedial Action. Without limiting the above, ProQuest may suspend delivery of the Service if it reasonably determines that Customer's or an Authorized User's failure to comply with this Agreement may cause irreparable harm to it or its licensors. If delivery is suspended, ProQuest will work in good faith to restore Customer's access as soon as possible after the failure to comply has been remedied in full.

12. Service Level. If the Service or content are hosted by ProQuest, ProQuest will use commercially reasonable efforts to provide access to the Service on a continuous 24/7 basis (except for regularly scheduled maintenance) and free from viruses or other harmful software. ProQuest shall not be liable for any failure or delay or interruption in the Service or failure of any equipment or telecommunications resulting from any cause beyond ProQuest's reasonable control. Customer is responsible for providing all required information for account set up and activation, and for its own telecommunications connections and related third-party charges.

13. Limited Warranty and Disclaimer of Warranty. ProQuest warrants that the Service will perform substantially as documented on ProQuest's public websites (the "ProQuest Websites"). EXCEPT AS EXPRESSLY WARRANTED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." PROQUEST AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE PERTAINING TO: MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ACCURACY, TIMELINESS, CORRECTNESS, RELIABILITY, CURRENCY, OR COMPLETENESS OF THE SERVICE OR ANY INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICE, EVEN IF ASSISTED BY PROQUEST. PROQUEST SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR DETERMINING THE COMPATIBILITY OF ANY HARDWARE OR SOFTWARE NOT SUPPLIED BY PROQUEST WITH THE SERVICE AND PROVIDES NO WARRANTY WITH RESPECT TO THE OPERATION OF SUCH HARDWARE OR SOFTWARE WITH THE SERVICE.

14. Limitation of Liability. THE MAXIMUM AGGREGATE LIABILITY OF PROQUEST AND ITS LICENSORS ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY PROQUEST FROM CUSTOMER FOR THE RELEVANT SERVICE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIMS. IN NO EVENT SHALL PROQUEST OR ITS LICENSORS BE LIABLE TO CUSTOMER OR ITS AUTHORIZED USERS FOR (a) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES; OR (b) ANY CLAIM RELATED TO CUSTOMER'S OR ITS AUTHORIZED USERS'

USE OF COVER IMAGES OR USER-GENERATED CONTENT PROVIDED AS PART OF THE SERVICE; OR (c) UNAUTHORIZED USE OF THE SERVICE.

15. Place. ProQuest's principal place of business, where this contract is formed and all services will be deemed performed, is 789 E. Eisenhower Pkwy, Ann Arbor, MI 48108.

16. Entire Agreement. This Agreement consists of these Terms and Conditions, any applicable Order Form referencing these Terms and Conditions, and any Exhibits or Addenda attached hereto or referencing this Agreement (including the Exhibit A (Permitted Uses), and constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes all previous and contemporaneous agreements between the parties with respect to the same subject matter and may not be amended, except in a writing signed by the parties. The terms of Customer's purchase orders, if any, are for Customer's convenience and do not supersede or supplement any term or condition of this Agreement.

Exhibit A: Permitted Uses

1. Online Research Services. Services designed to facilitate online research may be used for Customer's internal research or educational purposes as outlined below provided that doing so does not violate an express provision of this Agreement:
   a) Research and Analysis. Customer and its Authorized Users are permitted to display and use reasonable portions of information contained in the Service for educational or research purposes, including illustration, explanation, example, comment, criticism, teaching, or analysis.
   b) Digital and Print Copies. Customer and its Authorized Users may download or create printouts of a reasonable portion of articles or other works represented in the Service (i) for its own internal or personal use as allowed under the doctrines of "fair use" and "fair dealing"; (ii) when required by law for use in legal proceedings or (iii) to furnish such information to a third party for the purpose of, or in anticipation of, regulatory approval or purpose provided that the recipient is advised that the copies are not for redistribution. All downloading, printing and/or electronic storage of materials retrieved through the Service must be retrieved directly from the on-line system for each and every print or digital copy.
   c) Electronic Reserves, Coursepacks, and Intranet Use. Provided that Customer does not circumvent any features or functionality of the Service, Customer may include durable links to articles or other works (or portions thereof) contained in the Service in electronic reserves systems, online course packs and/or intranet sites so long as access to such materials are limited to Authorized Users.
   d) Fair Use/Fair Dealing. Customer and its Authorized Users may use the materials contained within the Service consistent with the doctrines of "fair use" or "fair dealing" as defined under the laws of the United States or England, respectively.
   e) Academic Institutions, Schools, and Public Libraries. If Customer is an academic institution, school, or public library:
      i. Interlibrary Loan (ILL). Library Customer may loan digital or print copies of materials retrieved from the Service to other libraries, provided that (i) loans are not done in a manner or magnitude that would replace the receiving library's own subscription to the Service or purchase of the underlying work (*e.g.*, newspaper, magazine, book), (ii) Customer complies with any special terms governing specific content or licensors as described in this Agreement, (iii) with respect to ebooks, copying is limited to small portions of a book, and (iv) Customer complies with all laws and regulations regarding ILL.
      ii. Scholarly Sharing. Customer and its Authorized Users may provide to a third party colleague minimal, insubstantial amounts of materials retrieved from the Service for personal use or scholarly, educational research use in hard copy or electronically, provided that in no case is any such sharing done in a manner or magnitude as to act as a replacement for the recipient's or recipient educational institution's own subscription to either the Service or the purchase of the underlying work.
2. All Streaming Video and Audio Products. Audio and Video files are delivered to Customer and its Authorized Users via streaming service over the Internet. Customer and its Authorized Users shall not download or otherwise copy the streaming videos or audio contained in the Service. In the case of content that can potentially be publicly performed, Customer must secure permission from ProQuest's Licensor and/or the copyright holder for any public performance other than reasonable classroom and educational uses.

3. MARC Records. MARC records may be placed in Customer's online public access catalog (OPAC) or shared online catalog (*e.g.*, WorldCat) unless otherwise specified on the Order Form with respect to a particular Service.
4. Scholar/Researcher Profiles. The data contained within scholar profiles are for use in facilitating research and collaboration amongst colleagues. Neither Customer nor its Authorized Users may export or otherwise exploit the scholar profiles for mass mailings or similar marketing purposes.
5. Electronic Resource Discovery, Access, and Management. For electronic resource discovery (*e.g.*, Summon, 360 Link), access and/or management services, the Customer reserves all right, title and interest in all Customer specific data it contributes to the Service (which may include but is not limited to Customer created metadata, bibliographic information, holdings and circulation data) and grants ProQuest permission to use such data in raw form for the limited purpose of operating and improving the Service and such information may only be provided to third parties in aggregate form. Raw usage data containing information relating to the identity of specific users shall not be provided to any third party without Customer's permission. Provided that such access, use, and/or sharing does not violate an express provision of this Agreement, Customer and its Authorized Users are permitted to: (a) access the Service and information derived from the Service in order to discover, manage and provide access to library resources owned or licensed by Customer, (b) create, store and retain any reports and lists delivered by the Service, (c) share data about Customer's own library holdings that is retrieved from such Service with third party applications, so long as prior written notice is provided to ProQuest and all pricing information is kept confidential to the fullest extent permitted by applicable law; and (d) display metadata, bibliographic and holdings information in the library catalog available on Customer's library website.
6. Library Catalog Enrichment Service. For library catalog enrichment Services (*e.g.*, Syndetics), Customer may use the enrichment elements for the sole purpose of augmenting Customer's own library OPAC or website. Customer may not convert Service metadata records into MARC format, nor distribute or display the enrichment elements in any third party applications, catalogs or websites.
7. Purchased Content. For perpetual archive licenses ("PAL") (as specified on the ProQuest Websites or Order Form), Customer pays a one-time fee for a perpetual license to the designated materials (the "Purchased Content"), and an annual "Continuing Service Fee."
    a) Perpetual License. The License to Purchased Content and any updates Customer receives is perpetual, and may only be revoked if Customer materially breaches this Agreement, or if the licensed materials contain errors or could be subject to an infringement or other adverse claim by a third party.
    b) Continuing Services. In consideration of the Continuing Service Fee, ProQuest will provide Customer and its Authorized Users with online access to the Purchased Content, plus any included updates, on a proprietary platform designed to enhance the research experience (a "ProQuest Platform"). ProQuest will maintain systems and technology that help Customer comply with use restrictions and security standards required by ProQuest's licensors.
    c) File Delivery. If Customer loses the ability to access its Purchased Content online through ProQuest (*e.g.*, if ProQuest discontinues online access services), or if the Purchased Content is otherwise eligible for local loading, Customer may obtain digital copies upon certifying that it will secure and restrict use of the Purchased Content as contemplated under this Agreement, using systems and technology at least as protective as ProQuest's. In the case of Audio, any local access must be restricted by DRM and be limited to one (1) simultaneous user (unless the Customer tracks the

necessary playbacks and makes all royalty payments to copyright holders for mechanical and performance rights). All use of the materials delivered continue to be subject to this Agreement. File transfer costs, if any, are Customer's responsibility.

d) Locally Loaded Purchased Content - Data Mining. Subject to any content-specific restrictions, Customer and its Authorized Users may extract and compile data from locally-loaded copies of the Purchased Content solely for Customer's teaching, learning, and research purposes.

8. Acquisition Models. For certain Services, Customer may elect to have user activity trigger the purchase of content. Purchase preferences and Service eligibility for these models are described on the ProQuest Websites. Examples of these types of purchase models include Patron Driven Acquisition (PDA), Demand Driven Acquisition (DDA), Evidenced Based Acquisition, Access-To-Own (ATO), and Build By Choice.
9. Analytics. Some Services contain library collection analysis capabilities related to library holdings, or functionality that allows Authorized Users to create reports, lists, or alerts. Customer and Authorized Users may create, download, store and retain any such analytics or lists delivered by the Service. ProQuest may use library holdings and other information in the Service for comparison and metrics purposes and in order to better understand the customers' needs.
10. Restrictions. Except as expressly permitted above, Customer and its Authorized Users shall not:
    a) Translate, reverse engineer, disassemble, decompile, discover, or modify ProQuest's software;
    b) Remove any copyright and other proprietary notices placed upon the Service or any materials retrieved from the Service by ProQuest or its licensors;
    c) Circumvent any use limitation or protection device contained in or placed upon the Service or any materials retrieved from the Service;
    d) Perform penetration tests or use the Service to execute denial of service attacks;
    e) Perform automated searches against ProQuest's systems (except for non-burdensome federated search services), including automated "bots," link checkers or other scripts;
    f) Provide access to or use of the Services by or for the benefit of any unauthorized school, library, organization, or user;
    g) Publish, broadcast, sell, use or provide access to the Service or any materials retrieved from the Service in any manner that will infringe the copyright or other proprietary rights of ProQuest or its licensors;
    h) Use the Service to create products or perform services which compete or interfere with those of ProQuest or its licensors;
    i) Text mine, data mine or harvest metadata from the Service;
    j) Communicate or redistribute materials retrieved from the Service; or
    k) Download all or parts of the Service in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the Service, in any form.
    l) Store any information on the Service that violates applicable law or the rights of any third party.

KEAN UNIVERSITY

PURCHASE ORDER

TRANSACTION DATE: 10/20/20

PURCHASE ORDER NUMBER: B2100745

TO ENSURE PROPER PAYMENT, THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, LABELS AND ALL CORRESPONDENCE.

BILL TO:

KEAN UNIVERSITY
GENERAL ACCOUNTING
1000 MORRIS AVENUE
UNION, NJ 07083
www.kean.edu

CONTACT FOR INFORMATION
UNIVERSITY PURCHASING
(908) 737-5050

CONTACT FOR PAYMENT
GENERAL ACCOUNTING
(908) 737-3150 or acctspay@kean.edu

INSTRUCTIONS AND CONDITIONS
1. SHIP AND MARK PACKAGES AS SHOWN IN "SHIP TO".
2. MAIL INVOICE TO ADDRESS AT LEFT.
3. THIS ORDER IS SUBJECT TO THE TERMS, CONDITIONS AND SPECIFICATIONS STATED ON THE FRONT AND REVERSE SIDE HEREOF AND IN ANY ATTACHMENTS HERETO.
4. COLLECT SHIPMENTS NOT ACCEPTED.

REQUISITION NUMBER

VENDOR NAME AND ADDRESS

Ovid Technologies Inc
4603 Paysphere Circle
Chicago IL 60674

SHIP TO:

LEARNING COMMONS-LIBRARY
KEAN UNIVERSITY
CENTRAL RECEIVING
1000 MORRIS AVE
UNION NJ 07083

ITEM NO	FUND	COST CENTER	OBJ. ACCT.	QUANTITY	UNIT	ITEM / DESCRIPTION --- DELIVER THE FOLLOWING ITEMS F.O.B. DESTINATION	UNIT PRICE	AMOUNT
1	11	59110	5023			BLANKET PURCHASE ORDER FOR OVID DATABASES 7/1/20-6/30/21 QUOTE 582460 7/21/21 PERIOD: JULY 1,2020 TO JUNE 30,2021 NOTE: EQUIPMENT AND FURNITURE PURCHASES NOT PERMITTED ON THIS BLANKET ORDER PLEASE NOTE: To maintain compliance with State of New Jersey's regulations in the public bidding process the requesting department must review bid vendor's invoice for accuracy before approving for payment. The price on the invoice must match		21,100.00

AUTH. SIG. DATE AUTH. SIG. DATE

TOTAL AMOUNT CONTINUED

Faruque Chowdhury
AVP, University Procurement and Business Services

PAGE OF

P.O. 3/02

THIS ORDER NOT VALID UNLESS SIGNED BY THE DIRECTOR OF UNIVERSITY PURCHASING.

DEPARTMENT COPY