



THIS LICENSE AGREEMENT IS MADE AS OF the 5th of May, 2008

BETWEEN

**1 ADAM MATTHEW DIGITAL of Pelham House Pelham Court, London Road
Marlborough, Wiltshire, SN8 2AA, United Kingdom ("the Publisher")**

and

**2 CANADIAN RESEARCH KNOWLEDGE NETWORK of 200-343 Preston Street, Preston
Square, Tower Two, Ottawa, Ontario, Canada K1S 1N4 ("the Consortium")**

WHEREAS the Publisher holds or administers the rights granted under this Agreement,

AND WHEREAS the Publisher desires to grant to Members of the Consortium the License to use such rights for the Fee, subject to the terms and conditions of this Agreement,

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

Authorized Users Each Member and each employee, including faculty, of the Member (whether on a permanent, temporary, contract, adjunct, formal affiliation or visiting basis) and individuals who are currently studying at the Member, who are permitted to access the Secure Network from within the Premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users' offices and homes, halls of residence and student dormitories) and who have been issued by the Member with a password or other authentication and such other users as are identified on Schedule 1.

Commercial Use Use of the Licensed Materials for the purposes of monetary reward (whether by or for the Consortium, or Authorized Users or Walk-in Users) by means of sale, resale, loan, transfer, hire or

other form of exploitation. For the avoidance of doubt, neither recovery of direct costs exclusive of the Fee by any Member from Authorized Users or Walk-in Users, nor use by the Consortium, or Authorized Users or Walk-in Users of the Licensed Materials in the course of research funded by a commercial organization, nor the payment of a fee by a person in order to be registered with the Member as a Walk-in User, is deemed to constitute Commercial Use.

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|---|--|
| Course Packs | A collection or compilation of materials (e.g. book chapters, journal articles) assembled by a Member for use by its students in a class for the purposes of instruction. |
| Database | The electronic items as set out in Schedule 3 including textual, numerical and statistical data; indexes, abstracts and other metadata; graphics; images; linking data; and any other data which the Publisher has the right to license, or to which access is provided by the Publisher, pursuant to the terms of this Agreement, as may be supplemented or modified from time to time by or on behalf of the Publisher but subject to the terms of this Agreement. |
| Electronic Learning Environments | The use of electronic systems, such as course management systems, on a Member's Secure Network for use by its students in connection with specific courses of instruction offered by a Member to its students. |
| Electronic Reserve | Electronic copies of materials (e.g. book chapters, journal articles) made and stored on the Secure Network by the Consortium or by a Member for use by its students in connection with specific courses of instruction offered by a Member to its students. |
| Fee | The Fee set out in Schedule 2 as may be amended from time to time by agreement between the parties. |
| Licensed Materials | The Database and Licensed Software as set out in Schedule 3 as may be amended from time to time by agreement between the parties. |
| Licensed Software | The software to be made available by Publisher as set out in Schedule 3 intended for use to search, view, retrieve, display, download and print any electronic item in the Database, as may be modified from time to time. |
| Member | A university, other educational institution or research organization that is a member of the Consortium and listed in |

Schedule 4, and which has agreed by virtue of its membership to be bound by the terms and conditions of this Agreement.

| | |
|-----------------------------------|---|
| Payment Schedule | The intervals for payment of the Fee set out in Schedule 2. |
| Premises | The physical premises of the Member, at which a computer having an IP address, as set out in Schedule 5, is installed. |
| Publisher's Representative | A third party appointed from time to time by the Publisher to act on the Publisher's behalf who undertakes any or all of the Publisher's obligations under this Agreement, as agreed between the Publisher and the Publisher's Representative. |
| Secure Network | A network (whether a standalone network or a virtual network within the Internet) that is only accessible to Authorized Users and Walk-in Users approved by a Member whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Member. |
| Server | The server, either the Publisher's server or a third party server designated by the Publisher, on which the Licensed Materials are mounted and may be accessed. |
| Usage Data | The data and reporting requirements specified in Schedule 6, made available to the Consortium and Members in machine-readable form. |
| Walk-in Users | Individuals other than Authorized Users, whom a Member has permitted to have occasional access to the Secure Network at a computer workstation physically located on the Member's Premises. |

2. GRANT OF LICENSE

- 2.1 The Publisher hereby grants to the Consortium and the Members the non-exclusive and non-transferable right to permit Authorized Users wherever located to access the Licensed Materials via a Secure Network and using the access methods specified in Schedule 3 for the purposes of research, teaching, private study, and administrative use associated with the normal practices and activities of the Consortium and the Members, subject to the terms and conditions of this Agreement. The Consortium agrees to pay the Fee and abide by the Payment Schedule as specified in Schedule 2.
- 2.2 This Agreement shall commence June 1st, 2008 and shall terminate automatically on May 31st, 2011, unless previously terminated in accordance with the terms of this Agreement.

3. USAGE RIGHTS

3.1 The Consortium and the Members, subject to clause 6 below, may:

- 3.1.1 Make such local electronic copies of part of the Licensed Materials by means of caching as may be necessary solely to ensure efficient use of such materials by Authorized Users and Walk-in Users.
- 3.1.2 Allow Authorized Users and Walk-in Users to have access to the Licensed Materials including an integrated author, article title and keyword index of Licensed Material, from the Server via the Secure Network.
- 3.1.3 Provide single printed or electronic copies of single articles upon request to individual Authorized Users.
- 3.1.4 Allow Authorized Users to have access to the Licensed Materials through the Member's Electronic Learning Environment.
- 3.1.5 Display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users.

3.2 Authorized Users and Walk-in Users, subject to clause 6 below, may:

- 3.2.1 Search, view, retrieve and display the Licensed Materials.
- 3.2.2 Electronically save parts of the Licensed Materials for personal use.
- 3.2.3 Print single copies of parts of the Licensed Materials.
- 3.2.4 Distribute single copies of individual articles or items of the Licensed Materials in print or electronic form to other Authorized Users; for the avoidance of doubt, this sub-clause shall include the distribution of a copy for teaching purposes to all individual student Authorized Users in a class at a Member.

- 3.3 Nothing in this Agreement shall in any way limit the ability of the Consortium, Authorized Users and Walk-in Users to engage in or conduct any activity that would not constitute an infringement under Canadian copyright laws, in respect of a copyrighted work.

4 SUPPLY OF COPIES TO OTHER LIBRARIES

- 4.1 Members, subject to clause 6 below, may supply to a library of a non-Member (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 Licensed Materials.

5 COURSE PACKS AND ELECTRONIC RESERVE

- 5.1 Members, subject to clause 6 below, may incorporate parts of the Licensed Materials in printed Course Packs and Electronic Reserve collections for the use of Authorized Users in the course of instruction at a Member, 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. Copies of such items shall be deleted by the Member when they are no longer used for such purpose. 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.

6 PROHIBITED USES

- 6.1 Neither the Consortium nor Authorized Users nor Walk-in Users may:

- 6.1.1 remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials.
- 6.1.2 use any software such as webcrawlers, or any other means to systemically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose.
- 6.1.3 mount or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web without the prior written consent of the Publisher or except pursuant to any separate agreement as the Publisher and a Member may enter into.

- 6.2 The Publisher's explicit written permission must be obtained in order to:

- 6.2.1 use all or any part of the Licensed Materials for any Commercial Use.
- 6.2.2 systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorized Users other than permitted under clause 4.1.
- 6.2.3 publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this Agreement.

6.2.4 alter, abridge, adapt or modify the Licensed Materials, except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this Agreement, to Authorized User and Walk-in Users. For the avoidance of doubt, no alteration of the words or their order or of the copyright or other notices or disclaimers is permitted.

7 PUBLISHER'S WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY

7.1 The Publisher warrants to the Consortium and the Members that the Licensed Materials used in accordance with this Agreement do not infringe the copyright or any other proprietary or intellectual property rights of any person.

7.2 The Publisher warrants to the Consortium and the Members that it has the right and power to grant the license to access and use the Licensed Materials as provided for in this Agreement.

7.3 The Publisher shall indemnify and hold the Consortium and the Members harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Consortium or any of its Members claiming infringement of such rights. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply to any specific Licensed Material if the Consortium or any of its Members has amended the Licensed Material in any way not permitted by this Agreement.

7.4 The Publisher warrants to the Consortium that the total non-scheduled downtime directly attributable to the Server, the Publisher's local network, and/or the Publisher's Internet Service Provider supporting the Licensed Material will cumulatively amount to less than 12 hours during the periods of 6:30 am through 8:00 pm Eastern Time, Monday through Friday, in any given calendar month.

7.5 Except as expressly provided in this Agreement, the Publisher makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Licensed Material, merchantability or fitness of use for a particular purpose. The Licensed Material is supplied 'as is'.

7.6 Except as provided in clause 7.1, under no circumstances shall the Publisher be liable to the Consortium or the Members or any other person, including but not limited to Authorized Users, for any special, exemplary, incidental or consequential damages of any character arising out of the inability to use, or the use of, the Licensed Materials.

7.7 Irrespective of the cause or form of action, the Publisher's aggregate liability for any claims, losses, or damages arising out of any breach of this Agreement shall in no circumstances exceed the Fee paid by the Consortium to the Publisher under this Agreement in respect of the term of this Agreement during which such claim, loss or damage occurred. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

8 PUBLISHER'S UNDERTAKINGS

8.1 The Publisher shall:

- 8.1.1 make the Licensed Materials available to the Consortium and the Members from the Server in the media, format and time schedule specified in Schedule 3. The Publisher will notify the Consortium at least sixty (60) days in advance of any anticipated specification change applicable to the Licensed Materials. If the change renders the Licensed Materials less useful in a material respect to the Consortium and the Members, the Consortium may treat such changes as a material or persistent breach of this Agreement under clause 12.1.2.
 - 8.1.2 use reasonable efforts to make available the electronic copy of each journal issue in the Licensed Materials not later than the day of publication of the printed version. In the event that for technical reasons this is not possible for any particular journal, as a matter of course, such journal shall be identified at the time of licensing, together with such reasons.
 - 8.1.3 provide the Consortium, within 30 days of receipt of information from the Consortium as per clause 10.1.3, with information sufficient to enable the Consortium and Authorized Users and Walk-in Users to access the Licensed Materials.
 - 8.1.4 use reasonable efforts to ensure that the Server has adequate capacity and bandwidth to support the usage by the Consortium and Authorized Users and Walk-in Users at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement.
 - 8.1.5 use reasonable efforts to ensure that Licensed Materials will be accessible and interoperable with prevailing Web browsers including at a minimum, the most recent two major releases (current release and one release prior) and all the associated subsets. Any upgrades or functional changes to the Server will be implemented in a manner that ensures that, at a minimum, the most recent two major releases and all of the associated subsets of prevailing Web browsers at that time will continue to inter-operate with the Server and be able to access, retrieve and display the Licensed Materials.
 - 8.1.6 use reasonable efforts to make the Licensed Materials available to the Consortium and Authorized Users at all times and on a twenty-four hour (24) basis, save for routine maintenance but only at such times as demand for access to Licensed Materials is relatively low (which shall be notified to the Consortium in advance whenever possible), and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service directly attributable to the Server, the Publisher's local network, and/or the Publisher's Internet Service Provider.
- 8.2 The Publisher reserves the right at any time to withdraw or add any titles and some/all associated items from/to the Licensed Materials. The Publisher shall give written notice to the Consortium of such changes. If any change(s) singly or cumulatively render(s) the Licensed Materials less useful in a material respect to the Consortium and the Members, the Consortium may treat such changes as a material or persistent breach of this Agreement under clause 12.1.2.

8.3 The Publisher shall collect and compile Usage Data.

8.4 The Publisher shall disclose to the Consortium such Usage Data relating to the Consortium as the Consortium may request, provided that the disclosure of such data fully protects the anonymity of individual users and the confidentiality of their searches, and is not contrary to applicable privacy laws. The Publisher shall disclose to each Member such Usage Data relating to the Member as the Member may request, providing that the disclosure of such data fully protects the anonymity of individual users, the confidentiality of their searches, and is not contrary to applicable privacy laws.

8.5 The Publisher shall not disclose or sell to other parties statistical usage information about the Consortium or Authorized Users or Walk-in Users without the Consortium's and the Members' permission.

9 LICENSE FEE

9.1 The Consortium shall, in consideration for the rights granted under this Agreement, pay the Fee in accordance with the Payment Schedule. For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value added or similar taxes and the Consortium shall be liable for any such taxes in addition to the Fee.

10 CONSORTIUM'S AND MEMBER'S UNDERTAKINGS

10.1 The Consortium shall:

10.1.1 use reasonable efforts to inform the Members of the terms and conditions of this Agreement.

10.1.2 in the event the Consortium receives information about a breach of any of the terms of this Agreement by a Member, promptly enter into discussions with the Member and use reasonable efforts to convince the Member to rectify the breach within thirty (30) days as required by clause 12.7. The Consortium shall also concurrently notify the Publisher at the same time as it enters into discussions with the Member.

10.1.3 provide the Publisher, within 30 days of the date of this Agreement, with information sufficient to enable the Publisher to provide access to the Licensed Material in accordance with its obligation under clause 8.1.3. Should the Members make any significant change to such information, the Consortium shall notify the Publisher not less than ten (10) days before the change takes effect.

10.2 The Members shall:

10.2.1 use reasonable efforts to ensure that Authorized Users and Walk-in Users are appropriately notified of the importance of respecting the intellectual property rights in the Licensed Materials and of the sanctions which each Member imposes for failing to respect such rights.

10.2.2 use reasonable efforts to notify Authorized Users and Walk-in Users of the terms and conditions of this Agreement applicable to them and to take steps to protect the Licensed Materials from unauthorized use or other breaches of this Agreement.

- 10.2.3 use reasonable efforts to monitor compliance with the terms and conditions of this Agreement by Authorized Users and Walk-In Users, and immediately upon becoming aware of any unauthorized use or other breach, inform the Publisher and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence.
- 10.2.4 keep full and up-to-date records of all Authorized Users and their access details and provide the Consortium with details of such additions, deletions or other alterations to such records as are necessary to advise and enable the Publisher to provide Authorized Users with access to the Licensed Materials in accordance with this Agreement.
- 10.2.5 use reasonable efforts to ensure that only Authorized Users and Walk-in Users are permitted access to the Licensed Materials.

11 UNDERTAKINGS BY BOTH PARTIES

- 11.1 Each party shall use its best efforts to safeguard the intellectual property, confidential information and proprietary rights of the other party.

12 TERM AND TERMINATION

- 12.1 In addition to automatic termination under clause 2.2, this Agreement shall be terminated:
 - 12.1.1 if the Consortium willfully defaults in making payment of the Fee as provided in this Agreement and fails to remedy such default within thirty (30) days of notification in writing by the Publisher.
 - 12.1.2 if the Publisher commits a material or persistent breach of any term of this Agreement and fails to remedy the breach within thirty (30) days of notification in writing by the Consortium.
 - 12.1.3 if the Consortium commits a willful, material or persistent breach of the terms of this Agreement, and fails to remedy the breach within thirty (30) days of notification in writing by the Publisher.
- 12.2 If public funding of the Consortium or funding of the Consortium by the Members is materially reduced and the Consortium thereby becomes unable to pay future amounts payable pursuant to this Agreement, the Consortium may give the Publisher written notice of termination and this Agreement shall terminate effective 30 days after the giving of such notice if the Consortium has failed to pay the Fee for the calendar year in which such notice was given, or if the Consortium has paid the Fee for the calendar year in which such notice was given, January 1 of the following year.
- 12.3 On termination all rights and obligations of the parties automatically terminate except for obligations in respect of Licensed Materials to which access continues to be permitted as provided in clause 12.4.
- 12.4 On termination of this Agreement or non-renewal of a Member's participation in the Agreement, the Consortium, Authorized Users and Walk-in Users shall retain the right to

access and use in archived form the content of the Database for the period of time set out in Schedule 3 up to the date of termination, except where such termination is due to a breach of the Agreement by the Consortium which the Consortium has failed to remedy as provided in clause 12.1.1 and 12.1.3, in which case such continuing access shall be provided in respect of Licensed Materials published up to the date of such breach. On termination of this Agreement, the Publisher shall at its option:

- a.) provide each Member, on request, with an electronic copy of the content of the Database for the period of time set out in Schedule 3 up to the date of termination, or
- b.) provide for continued access to the Licensed Materials on the Server for the period of time set out in Schedule 3 up to the date of termination,

provided that:

- 12.4.1 the Consortium and each Member seeking access continues to adhere to its obligations with respect to the restrictions on use of the Database as provided in this Agreement;
- 12.4.2 each Member permitting access to Walk-in Users continues to limit such access to the Premises; and
- 12.4.3 each Member seeking access pays to the Publisher a maintenance amount reflecting the Publisher's costs for facilitating such access as the Publisher and Member, acting reasonably, may agree.
- 12.5 On termination of this Agreement for cause, as specified in clauses 12.1.1 and 12.1.3, the Consortium shall immediately cease to make available the Licensed Materials to Authorized Users and Walk-in Users.
- 12.6 On termination of this Agreement for cause, as specified in clause 12.1.2, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the term of this Agreement.
- 12.7 If a Member commits a willful, material or persistent breach of the terms of this Agreement and the Member fails to remedy the breach within thirty (30) days notice from the Publisher to the Member and the Consortium, or the Member fails to commence and diligently pursue steps to remedy the breach within thirty (30) days notice from the Publisher to the Member and the Consortium, the Publisher may terminate the license and rights granted to the Member pursuant to this Agreement by giving notice of termination to the Member and the Consortium. Upon the giving of notice of termination, the Publisher may discontinue providing the Member access to the Licensed Materials for the remainder of the term of this Agreement.
- 12.8 The Publisher reserves the right to temporarily suspend any Member's access to Licensed Materials for infringement of the Publisher's intellectual property rights in the Licensed Materials or for a breach of the terms of this Agreement that threatens either the performance or security of the Server. Forthwith after suspending such access the Publisher shall issue a notice to the Member and the Consortium of the breach specifying the activity of the Member that caused the breach. The Publisher shall forthwith restore

access to the Member upon receipt of notice that such activity has ceased and that the Member has made reasonable efforts to protect against recurrence of such activity.

- 12.9 In the event that the Publisher is in breach of its warranty set out in clause 7.4, the Consortium, at its option and on notice to the Publisher, may extend the term of this Agreement by one full calendar month for each such breach.

13 GENERAL

- 13.1 The following documents shall comprise the entire agreement between both parties concerning the subject matter of this Agreement, and, in the event of any dispute concerning construction thereof, shall have the following order of precedence:

- a.) This Agreement and all schedules and other documents attached and incorporated by reference.
- b.) The Publisher's response to the Consortium's Request for Proposal dated October 18th, 2007.
- c.) The Consortium's Request for Proposal dated September 20, 2007.

- 13.2 Alterations to this Agreement and to the Schedules to this Agreement are only valid if they are recorded in writing and signed by both parties.

- 13.3 Subject to clause 13.3.1, this Agreement may not be assigned by either party to any other person or organization without the prior written consent of the other party, nor may either party sub-contract any of its obligations, except as provided in this Agreement in respect of the management and operation of the Server and the Publisher's Representative, without the prior written consent of the other party, which consent shall not unreasonably be withheld.

- 13.4 If rights in all or any part of the Licensed Materials are assigned to another publisher, the Publisher shall use its best efforts to ensure that the terms and conditions of this Agreement are maintained.

- 13.5 Any notices to be served on either of the parties or on a Member by the other shall be sent by registered mail, courier or facsimile to the address of the addressee as set out in this Agreement or to such other address as notified by either party to the other as its address for service of notices. Any such notice sent by registered mail shall be deemed to have been given 14 days after the date of posting the mail. Any such notice sent by courier or by facsimile shall be deemed to have been given on the date of receipt of the courier or facsimile.

- 13.6 Neither party's nor a Member's delay or failure to perform any provision of this Agreement, as a result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, "denial of service" or similar attacks, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

- 13.7 The invalidity or un-enforceability of any provision of this Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.
- 13.8 Either party's waiver, or failure to require performance by the other, of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.
- 13.9 If the parties disagree over an interpretation of this Agreement or whether a party or a Member is in breach of any part of this Agreement, the parties and any such Member shall in good faith enter into negotiations to resolve the disagreement and discuss the feasibility of resolving the disagreement by mediation or other means short of litigation. The parties shall cooperate in good faith in pursuing mediation or such other means.
- 13.10 This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario, and the laws of Canada applicable therein.
- 13.11 The Publisher agrees that any action or proceeding instituted by it relating to this Agreement or its dealings with the Consortium or a Member pursuant to this Agreement shall be brought in a court of competent jurisdiction in the Province of Ontario, Canada, and for that purpose the Publisher now irrevocably and unconditionally attorns and submits to the jurisdiction of such court. The Publisher further agrees that either the Consortium or any Member may, at their sole discretion, bring any action or proceeding relating to this Agreement in a court of competent jurisdiction in the Province of Ontario, Canada or in any jurisdiction in which the Publisher is incorporated, registered or resident. In any such event, the Publisher agrees that it will irrevocably waive any right to, and will not, oppose any such action or proceeding on any jurisdictional basis, including forum non conveniens.

AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER: ADAM MATTHEW DIGITAL

Signature: _____ Date: _____

Name (in block capitals): WILLIAM PIDDUCK

Position / Title: Director and Publisher

FOR THE CONSORTIUM: CANADIAN RESEARCH KNOWLEDGE NETWORK

Signature: _____ Date: _____

Name (in block capitals): DEB DEBRUIJN

Position / Title: Executive Director

SCHEDULE 1

AUTHORIZED USERS

A schedule dated May 5th, 2008 to the Agreement May 5th, 2008 between **ADAM MATTHEW DIGITAL** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

This Agreement covers Authorized Users as specified in Section 1 – DEFINITIONS of the Agreement, for the Members participating in the Agreement as set out in Schedule 4 of the Agreement.

For avoidance of doubt, Authorized Users include those persons who are granted regular library user privileges according to the normal policies of the Members participating in the Agreement. As such, Alumni access is also permitted in this agreement.

AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER: ADAM MATTHEW DIGITAL

Signature: _____ Date: _____

Name (in block capitals): WILLIAM PIDDUCK

Position / Title: Director and Publisher

FOR THE CONSORTIUM: CANADIAN RESEARCH KNOWLEDGE NETWORK

Signature: _____ Date: _____

Name (in block capitals): DEB deBRUIJN

Position / Title: Executive Director

SCHEDULE 2

FEE

Confidential

AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER: ADAM MATTHEW DIGITAL

Signature: _____ Date: _____

Name (in block capitals): WILLIAM PIDDUCK

Position / Title: Director and Publisher

FOR THE CONSORTIUM: CANADIAN RESEARCH KNOWLEDGE NETWORK

Signature: _____ Date: _____

Name (in block capitals): DEB DEBRUIJN

Position / Title: Executive Director

SCHEDULE 3

LICENSED MATERIALS AND ACCESS METHOD

A schedule dated May 5th, 2008 to the Agreement May 5th, 2008 between **ADAM MATTHEW DIGITAL** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

THE LICENSED MATERIALS

1. China: Trade, Politics and Culture, 1793-1980
2. Defining Gender, 1450-1910, Online
3. Eighteenth Century Journals I
4. Eighteenth Century Journals II
5. Empire Online
6. Mass Observation Online
7. Medieval Travel Writing
8. Slavery, Abolition and Social Justice, 1490-2007

The License Materials are as per **Appendix H** submitted by Adam Matthew Digital in response to RFP200701 – Digital Content Infrastructure for the Human and Social Sciences (DCI) Project. See file attached (APPENDIX H_Licensed_Materials_Description_18Oct07) for the complete description of the Licensed Materials.

ACCESS

Perpetual access and unlimited use of the Licensed Materials through Adam Matthew Digital via the World Wide Web with local loading and local/alternate hosting permitted.

User authentication mechanisms supported are:

IP addresses/ranges along with IP subsets through Adam Matthew Digital and Internet Service provider (ISP) Rackspace.

AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER: **ADAM MATTHEW DIGITAL**

Signature: _____ Date: _____

Name (in block capitals): WILLIAM PIDDUCK

Position / Title: Director and Publisher

FOR THE CONSORTIUM: **CANADIAN RESEARCH KNOWLEDGE NETWORK**

Signature: _____ Date: _____

Name (in block capitals): DEB DEBRUIJN

Position / Title: Executive Director

SCHEDULE 4

MEMBERS OF THE CONSORTIUM PARTICIPATING IN THE AGREEMENT

A schedule dated May 5th, 2008 to the Agreement May 5th, 2008 between ADAM MATTHEW DIGITAL and CANADIAN RESEARCH KNOWLEDGE NETWORK.

Atlantic region (14)

Acadia University
University College of Cape Breton
Dalhousie University
Memorial University
Mount Allison University
Mount Saint Vincent University
Nova Scotia Agricultural College
Nova Scotia College Art and Design (NSCAD)
Saint Mary's University
St. Francis Xavier University
Université de Moncton
Université Sainte-Anne
University of New Brunswick (includes St. Thomas University)
University of Prince Edward Island

Quebec (15)

Bishop's University
Concordia University
HEC Montréal
McGill University
Université de Montréal
Université de Sherbrooke
Université du Québec :
 Université du Québec à Chicoutimi
 Université du Québec à Montréal
 Université du Québec à Rimouski
 Université du Québec à Trois-Rivières
 Université du Québec en Abitibi-Témiscamingue
 Université du Québec en Outaouais
 École nationale d'administration publique
 Télé-université du Québec
Université Laval

Ontario (19)

Brock University
Carleton University
Ontario College of Art & Design
Lakehead University

Laurentian University
McMaster University
Nipissing University
Queen's University
Ryerson University
Trent University
University of Guelph
University of Ontario Institute of Technology
University of Ottawa
University of Toronto
University of Waterloo
University of Western Ontario
University of Windsor
Wilfrid Laurier University
York University

Western region (19)

Athabasca University
Brandon University
Concordia University College (Alberta)
Malaspina University-College
Royal Roads University
Simon Fraser University
The King's University College
Thompson Rivers University
University College of the Fraser Valley
University of Alberta
University of British Columbia
University of Calgary
University of Lethbridge
University of Manitoba
University of Northern British Columbia
University of Regina
University of Saskatchewan
University of Victoria
University of Winnipeg

AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER: ADAM MATTHEW DIGITAL

Signature: _____ Date: _____

Name (in block capitals): WILLIAM PIDDUCK

Position / Title: Director and Publisher

FOR THE CONSORTIUM: CANADIAN RESEARCH KNOWLEDGE NETWORK

Signature: _____ Date: _____

Name (in block capitals): DEB deBRUIJN

Position / Title: Executive Director

SCHEDULE 5

IP ADDRESSES/RANGES OF THE MEMBERS PARTICIPATING IN THE AGREEMENT

A schedule dated May 5th, 2008 to the Agreement May 5th, 2008 between **ADAM MATTHEW DIGITAL** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

See spreadsheet attached:

CRKN - Licenses Schedule 5 - IP addresses-DCI_Adam_Matthew_5May08

AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER: ADAM MATTHEW DIGITAL

Signature: _____ Date: _____

Name (in block capitals): WILLIAM PIDDUCK

Position / Title: Director and Publisher

FOR THE CONSORTIUM: CANADIAN RESEARCH KNOWLEDGE NETWORK

Signature: _____ Date: _____

Name (in block capitals): DEB DEBRUIJN

Position / Title: Executive Director

SCHEDULE 6

USAGE DATA AND REPORTING REQUIREMENTS

A schedule dated May 5th, 2008 to the Agreement May 5th, 2008 between **ADAM MATTHEW DIGITAL** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

Usage reporting frequency: Monthly, Quarterly
Currency of data: Within 1 day
Distribution of usage data: Online, e-mail
Level of reporting: Institutional and aggregated to consortia level
Exportable to applications: Excel and other spreadsheet applications (PDF, CSV, XML,TSV,etc.)
Customized: Google Analytics

AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER: **ADAM MATTHEW DIGITAL**

Signature: _____ Date: _____

Name (in block capitals): WILLIAM PIDDUCK

Position / Title: Director and Publisher

FOR THE CONSORTIUM: **CANADIAN RESEARCH KNOWLEDGE NETWORK**

Signature: _____ Date: _____

Name (in block capitals): DEB DEBRUIJN

Position / Title: Executive Director