This License Agreement shall apply to the Subscription(s) listed on Appendix A.

SilverPlatter License Agreement

1. THE PARTIES
a) The parties to this license are SilverPlatter, the Customer, and the Authorized User. "SilverPlatter" means an affiliate of SilverPlatter International N.V. that invoices the Customer or the supplier of the Databases. The "Customer" is the person or organization that orders and will pay the fee for access to one or more Databases. The "Authorized User" is an employee, student, registered patron, or other person affiliated with, or permitted to use the facilities of, the Customer, who: (i) is covered by the applicable user fee paid by the Customer, (ii) is authorized by the Customer to access the Databases, and (iii) is generally eligible to use other electronic databases of the Customer. Paragraphs 1 through 6 of this license apply both to the Customer and any Authorized User, except where a particular term expressly refers only to one or the other. Paragraphs 7 through 13 of this license apply to the Customer only.
b) This license applies to Software and Databases. "Software" is SilverPlatter's proprietary search and retrieval software. "Databases" are those searchable electronic databases published by SilverPlatter for which the Customer has paid the appropriate fee or during an authorized trial period.
c) In granting this license to the Customer, SilverPlatter is also acting on behalf of Information Partners. "Information Partners" are entities that have licensed to SilverPlatter the information in a Database. Each Information Partner retains its right to enforce its trademarks, copyrights, patents, trade secrets and other rights directly against the Customer or Authorized User.

2.0 USER LICENSE
a) SilverPlatter grants to the Customer a non-exclusive, non-transferable license to access the Databases by means of the Software.
b) The Databases, the Software and the associated materials (other than portions in the public domain) are the property of SilverPlatter or an Information Partner and are protected by copyright laws and by international treaties.
c) No title is transferred by this license or by the payment of any fee.
d) The Customer may offer remote access to the Databases only to Authorized Users whose identity can be reasonably confirmed using Customer's existing authentification methods.
e) Any rights not expressly granted in this license are reserved to SilverPlatter and the Information Partners.

2.1 WHAT YOU MAY DO
You MAY:
a) make searches of the Databases.
b) make a very limited number of hard copies of any search output that does not contain a significant segment of a database, which copies may be used only internally but may not be sold.
c) make one copy of any search output in electronic form * i.e., diskette, hard disk, or tape * to be used for editing or temporary storage only.
d) if you are the Customer, make one copy of the Software, for archival purposes only.

2.2 WHAT YOU MAY NOT DO
You may NOT:
a) decompile or reverse engineer the Software.
b) sell, distribute or commercially exploit the Databases, the Software, or associated material.
c) make the Databases or the Software available on a network or to simultaneous users or through remote access technology, except in accordance with Paragraph 2.4.
d) transfer, assign or sublicense this license.
e) transfer the Databases or the Software to hard disk unless authorized by SilverPlatter.
f) use any Database in any way unless you have agreed to be bound by this license.

2.3 USAGE ON STANDALONE COMPUTERS
If the Customer has paid the fee for usage on a standalone computer, the Databases and the Software may be used only by one Authorized User at a time on a single standalone computer through which the Database cannot be accessed by network users. An additional network fee must be paid for a single user on a network.

2.4 WHICH SIMULTANEOUS USE IS PERMITTED
a) Payment of the appropriate fee for unlimited use gives the Customer the right to provide access to the Databases to all Authorized Users wherever located, or
b) Payment of the appropriate fee for access by a specific number of simultaneous users gives the Customer the right to provide access to that number of simultaneous Authorized Users only, wherever located; provided in all cases that the Customer may provide such access to Authorized Users located outside of the Customer’s premises only if remote access to the particular Database has been authorized by the relevant Information Partner, and the Customer has paid the applicable remote access fees, if any.

3. LIMITATION OF WARRANTIES AND LIABILITY
a) SilverPlatter warrants to the Customer that any disc containing a Database or Software provided hereunder is free from defects in materials and workmanship under normal use. SilverPlatter will replace defective discs free of charge upon their return to SilverPlatter.
b) If the Customer has paid to access the Database via the Internet, SilverPlatter warrants to the Customer that the total unplanned downtime directly attributable to the software developed by SilverPlatter for providing access via the Internet (the “Internet-Access Software”) will amount to less than the equivalent of twenty-four hours per calendar month. In the event that the total unplanned downtime during the subscription period directly attributable to the Internet-Access Software exceeds the equivalent of twenty-four hours per calendar month, the Customer may cancel the subscription and receive a pro-rata refund. This warranty does not apply to unplanned down-time that results from improper or unskilled use of the Internet-Access Software.
c) SilverPlatter and the Information Partner warrant and represent that they have the right to enter into this Agreement and to deliver "as is" the Databases and the Software.
d) THE WARRANTIES EXPRESSED IN PARAGRAPHS 3. A), B) AND C) ABOVE REPRESENT THE ENTIRE LIABILITY OF SILVERPLATTER AND THE INFORMATION PARTNER WITH RESPECT TO THIS LICENSE, AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH SILVERPLATTER AND THE INFORMATION PARTNER DISCLAIM.
e) IF THE DATABASE INCLUDES ABSTRACTS, AUTHORIZED USERS SHOULD CONSULT THE FULL TEXT MATERIALS BEFORE REACHING OR SUGGESTING CONCLUSIONS.
f) THE PRESENCE IN OR ABSENCE FROM THE DATABASE OF ANY REFERENCE TO INFORMATION, DATA, EVENTS, RESEARCH OR DEVELOPMENTS DOES NOT IMPLY THE SPECIFIC EXISTENCE OR THE NON-EXISTENCE THEREOF, NOR DO THE INFORMATION PARTNER OR SILVERPLATTER CLAIM COMPREHENSIVENESS OR THE ABSENCE OF ERRORS.
g) IN VIEW OF THE ABOVE, ALL LIABILITY IS DISCLAIMED FOR THE ACCURACY, COMPLETENESS OR FUNCTIONING OF THE DATABASES.

h) SILVERPLATTER AND THE INFORMATION PARTNER ASSUME NO RESPONSIBILITY FOR THE USE OF THE DATABASES BY THE CUSTOMER OR ANY AUTHORIZED USER, AND SILVERPLATTER AND THE INFORMATION PARTNER SHALL NOT BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE, OR INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES AS A RESULT OF SUCH USE, EVEN IF EXPRESSLY MADE AWARE OF THE POSSIBILITY THEREOF.

i) IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST SILVERPLATTER OR THE INFORMATION PARTNER ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE CUSTOMER SHALL HAVE LEARNED OF THE ALLEGED DEFECT, INJURY, OR LOSS.

j) NEITHER THE INFORMATION PARTNER NOR SILVERPLATTER SHALL IN ANY EVENT BE LIABLE FOR MORE THAN THE ANNUAL LICENSE FEE PAID (WHETHER SUCH LIABILITY ARISES FROM BREACH OF WARRANTY, BREACH OF THIS CONTRACT OR OTHERWISE, AND WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY).

k) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO EACH CUSTOMER OR AUTHORIZED USER.

l) THE PROVISIONS OF THIS PARAGRAPH 3 WILL SURVIVE ANY TERMINATION OF THIS LICENSE.

4. APPLICABLE LAW
This Agreement will be governed by and construed in accordance with the laws of Massachusetts without giving effect to the principles of conflict of laws thereof, and to the extent permitted by applicable law, all parties consent to the jurisdiction of courts situated in Massachusetts in any action arising under this Agreement.

5. ENTIRE UNDERSTANDING
This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, provided, however, that a Customer's manually signed license agreement, if applicable, will supersede any conflicting terms in this Agreement. Without limiting the generality of the foregoing, it is expressly agreed that the terms of any prior Customer purchase order will be subject to the terms of this Agreement and that any acceptance of a purchase order by SilverPlatter will be for acknowledgment purposes only and none of the terms set forth in the purchase order will be binding upon SilverPlatter. Any representation, promise, warranty, covenant or undertaking not expressly set forth in this license shall not be deemed a part of the Agreement or otherwise legally effective.

6. SEVERABILITY
If a term or condition of this license is invalid or unenforceable, the remaining terms and conditions will remain in full force and effect.

The following terms are applicable to the Customer only:

7. SECURITY: AUDIT The Customer will take reasonable action to restrict and control use of the Software and the Databases, to inform Authorized users of the restrictions contained in Paragraph 2, and to permit access only to Authorized Users. The Customer will make reasonable efforts to inform Authorized Users of the necessity to comply with this license. The Customer
grants SilverPlatter the right to audit, during regular business hours, use of the Software and the Databases to ensure compliance with this Agreement, including without limitation, the number of simultaneous users accessing those Databases for which access is limited to a specific number of simultaneous users. SilverPlatter agrees to maintain the confidentiality of any data relating to the usage of the Software and the Databases by Customer and its Authorized Users. Customer agrees to maintain the confidentiality of any data relating to the usage of the Software and the Databases by individual Authorized Users. Such data may be used solely for purposes directly related to the Software and the Databases and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party, other than to allow SilverPlatter to comply with its obligations regarding the Databases.

8. TERM This license applies to any use of a Database during authorized trial periods, during the period for which a fee has been paid, and at any time when updates and new Databases are being received. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee. SilverPlatter reserves the right to cease offering the Customer the opportunity to renew a subscription. If SilverPlatter receives a written request from the Customer to cancel a subscription within 30 days of the start date for the subscription, SilverPlatter agrees, upon the Customer's prompt return of any discs containing the Database (in the case of delivery via CD-ROM or magnetic tape), to refund any fee paid.

9. UPDATES; UPDATED OR EXPIRED DISCS The Customer will receive, or be given access to, the number of updates to the Database for which the appropriate fee has been paid. In the case of delivery via CD-ROM, upon receipt of an updated CD-ROM disc, or upon termination of this Agreement, the Customer is required to discontinue use of the outdated disc or, in the case of termination, the final disc, and promptly to destroy such disc and erase all electronic storage. In the case of access via Internet, upon termination the Customer shall promptly erase all electronic storage. If the Customer fails to comply with any of its responsibilities under this license, the Customer may be denied future updates, without precluding SilverPlatter from seeking any other remedies.

10. INDEMNIFICATION [intentionally deleted]

11. TERMINATION If the Customer or an Authorized User breaches any term of this Agreement, SilverPlatter may, in addition to its other legal rights and remedies, terminate the license granted hereunder on 14 days' notice to Customer, unless such breach is cured within such notice period. Upon any termination for breach, the Customer will, unless otherwise agreed to in writing by SilverPlatter, forthwith return to SilverPlatter the Database, the Software, and any and all documentation pertaining thereto, and all copies thereof, and will erase all institutional electronic storage of copies of the Database and search outputs or other electronic storage. The Customer will inform its Authorized Users that they must delete any search outputs. Any termination, whether or not for breach, will not affect any obligation or liability of a party arising prior to termination.

12. FORCE MAJEURE Neither SilverPlatter nor the Information Partners will be responsible for any delay or failure in performance resulting from any cause beyond their control.

13. RESTRICTED RIGHTS APPLICABLE TO U.S. GOVERNMENT ONLY Use, duplication or disclosure of the Database, Software and associated materials by the U.S. Government is subject to the restricted rights applicable to commercial computer software (under FAR 52.227-19 and DFARS 252.227-7013 or parallel regulations).

14. NOTICE OF "CLICK-THROUGH" LICENSE TERMS OR OTHER MEANS OF PASSIVE ASSENT. In the event that SilverPlatter requires Authorized Users to agree to terms relating to the use of the Software and the Databases before permitting Authorized Users to
gain access to the Software and the Databases (commonly referred to as "click-through" licenses), or otherwise attempts to impose such terms on Authorized Users through mere use or viewing of the Software and the Databases, SilverPlatter shall provide Customer with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall such terms materially differ from the provisions of this Agreement. In the event of any conflict between such terms and this Agreement, the terms of this Agreement shall prevail.

SilverPlatter Affiliates

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

SilverPlatter Information, Inc.:

BY: _______________________________ DATE: _________________

Signature of Authorized Signatory of SilverPlatter

Print Name:
Title:
Address:
Telephone No.:
Facsimile:
E-mail:

Customer: Yale University:
BY: ___________________________         DATE: ________________

Print Name: Ann Okerson
Title: Associate University Librarian for Collections & Technical Services
Address: Yale University Library, PO Box 208240, New Haven, CT 06520-8240
Telephone No.: (203) 432-1764
Facsimile: (203) 432-8527
E-mail: ann.okerson@yale.edu
Appendix A to SilverPlatter License Agreement

As of 14 March 2002 databases available to Yale University via this agreement are:

AGRICOLA
Bibliography of Native North Americans
BIOSIS Previews
CAB HEALTH
EconLit
FIAF International FilmArchive Database
GEOBASE
GeoRef
GPO
INSPEC
International Bibliography of the Social Sciences
International Political Science Abstracts
Linguistics and Language Behavior Abstracts (LLBA)
OSH-ROM
PAIS International
Philosopher's Index
Polling the Nations
PolTox I: Pollution and Toxicology
Sociological Abstracts
SPORT Discus
TREECD
Zoological Record

Initials:
_________________________________ / _________________________
SilverPlatter Information, Inc. Yale University