

END USER LICENCE AGREEMENT (“EULA”)

Please read this EULA carefully, as it sets out the basis upon which we license the BAR Digital Collection and the Platform for use. By using the Platform and/ or the Licensed Materials, you agree to the terms and conditions set out in the EULA, from the date of your first access to the Platform and/ or the Licenced Materials (the “Effective Date”). If you do not agree to this EULA, please do not use the Platform or the Licensed Materials.

This EULA is between you and British Archaeological Reports (Oxford) Ltd, a company with limited liability under the laws of England, Company No: 02725280 and whose registered office is at 264, Banbury Road, Oxford, England, OX2 7DY (“**BAR**”)

1. AGREEMENT

- 1.1. In consideration of the promises and undertakings in this EULA, BAR hereby grants Authorised User a non-exclusive, non-transferable, revocable worldwide right to make non- Commercial Use of the Licensed Materials and to provide access to the Licensed Materials via the Platform to Authorised Users for the purposes of research, teaching and private study as set out in this Agreement for the Licence Term.
- 1.2. This Agreement shall commence on the Effective Date and shall remain in full force and effect for the Licence Term unless terminated or expired under the provisions of clause 7 of this Agreement.

2. USAGE RIGHTS

2.1. Authorised Users, subject to clause 3 below, may:

- 2.1.1. browse, search, retrieve, display, download, print and store individual chapters for scholarly research, educational and personal use as long as such use in accordance with the “research and private study” or “criticism and review” or “quotation” “fair dealing” principles of English and international copyright law. Copying and storing entire books by Authorised Users is not permitted.
- 2.1.2. provided that the appropriate copyright acknowledgement is included, incorporate extracts of the Licensed Materials in printed Course Packs and in Virtual Learning Environments for the use by Authorised Users in a course of instruction, at the Institution, but not for Commercial Use. Each such extract 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 Authorised User 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 Authorised Users who are visually impaired.
- 2.1.3. access the Licensed Materials via the Platform via the Secure Network.

3. PROHIBITED USES

3.1. Authorized Users may not:

- 3.1.1. Allow anyone who is not an Authorised User to use Licenced Materials or log into the Platform using an Authorised User's log in or password details.
- 3.1.2. make Commercial Use of the Licensed Materials;
- 3.1.3. remove or alter the authors' names or BAR's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;
- 3.1.4. systematically make print or electronic copies of multiple extracts or make multiple copies of any part of the Licensed Materials for any purpose other than expressly permitted by this Agreement;
- 3.1.5. prepare derivative works or download, mount or distribute any part of the Licensed Material on any electronic system or network, including without limitation the internet, except where expressly permitted by this Agreement;
- 3.1.6. reverse engineer, decompile, alter, abridge or otherwise modify the Licensed Materials or any part of them for any purpose whatsoever, except as expressly provided in this Agreement or under applicable law;
- 3.1.7. Sub-licence any of the Licensed Materials;
- 3.1.8. Use any Licensed Material (or part thereof) in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable;
- 3.1.9. Use any Licensed Materials to compete with BAR, whether directly or indirectly;
- 3.1.10. Circumvent or remove, or make any attempt to circumvent or remove, any technological measures applied to any Licensed Content for the purpose of preventing unauthorised use;
- 3.1.11. Attempt to alter, edit, adapt or make Commercial Use of the Platform, nor attempt to decompile, de-obfuscate or reverse – engineer the Platform; or

4. ACKNOWLEDGMENT OF COPYRIGHT

- 4.1. Authorised User acknowledges that all copyright, patent, trademark, database rights and all other intellectual property rights in or relating to the Licensed Materials or the Platform are the sole property of BAR or its licensors and that this Agreement does not in any way give rise to any right title or interest in the Licensed Materials or the Platform except as described in this Agreement. All rights not expressly granted to the Licensee under the Agreement are reserved for and by BAR and its licensors.

5. REPRESENTATION WARRANTIES AND INDEMNITIES

5.1. Except as expressly provided in this Agreement, BAR 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 Materials, merchantability, "up time" or fitness of use for a particular purpose. The Licensed Materials and the Platform are supplied 'as is'.

5.2. Under no circumstances shall BAR be liable to the Authorised User or any other person for:

- 9.2.1 any events beyond BAR's reasonable control;
- 9.2.2 any special, exemplary, incidental, punitive or consequential damages of any character arising out of the inability to use, or the use of, the Licensed Materials or the Platform;
- 9.2.3 any business losses, including without limitation, loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill; or
- 9.2.4 any liability for loss or corruption of any data, database or software.

5.3. Subject to clause 5.2 and 5.6, Irrespective of the cause or form of action, BAR's aggregate liability for any claims, losses, or damages arising out of any negligence, breach of statutory duty or breach of this Agreement shall in no circumstances exceed £100.

5.4. Authorised User accepts that BAR has an interest in limiting the personal liability of BAR's officers and employees and, having regard to that interest, Authorised User acknowledges that BAR is a limited liability entity; Authorised User agrees that it will not bring any claim personally against BAR's officers or employees in respect of any losses suffered in connection with this Agreement (this will not, limit or exclude the liability of the limited liability entity itself for the acts and omissions of BAR's officers and employees).

5.5. Nothing in this Agreement will:

- 9.3.1 limit or exclude any liability for death or personal injury resulting from negligence;
- 9.3.2 limit or exclude any liability for fraud or fraudulent misrepresentation;
- 9.3.3 limit any liabilities in any way that is not permitted under applicable law; or
- 9.3.4 exclude any liabilities that may not be excluded under applicable law.

5.6. Authorised User agrees to indemnify, defend and hold BAR harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any third-party claim or legal action taken against BAR related to or in any way connected with any use of the Licensed Materials or the Platform by the Authorised User or any failure by the Authorised User to perform its obligations in relation to this Agreement. Regardless of the cause or form of action, the Authorised User may bring no action arising from this Agreement more than six (6) months after the cause of action arises.

6. UNDERTAKINGS BY BOTH PARTIES

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

7. TERM AND TERMINATION

7.1. This Agreement may be terminated immediately in writing:

- 7.1.1. By the non-breaching party if the other party commits a material or persistent breach of any term of this Agreement and fails to remedy the breach if capable of remedy within fifteen (15) days of notification in writing by the other, the non-breaching party may terminate by written notice;

- 7.1.2. by BAR if the Authorised User commits a breach of clause 2 or clause 3;
- 7.2. On termination of this Agreement by BAR for cause, as specified in clause 7.1, Authorized User shall return to BAR or destroy all Licensed Materials.
- 7.3. The Licence Term shall commence on the Effective Date and continue whilst the Authorised User remains an Authorised User, unless terminated earlier in accordance with this Agreement.
- 7.4. BAR may terminate access to the Platform and the Licensed Materials at any time on no less than three month's written notice.
- 7.5. Termination of this Agreement in whole or in part will not affect those clauses which are intended by their nature to survive termination and continue to have effect (in accordance with their express terms or otherwise indefinitely).

8. DATA PROTECTION

- 8.1. BAR processes personal data of Authorised Users as the processor of the Institution. BAR is committed to protecting personal data according to the provisions of the GDPR. Please see the Institution's privacy policy for more details of your rights under the GDPR.

9. GENERAL

- 9.1. This Licence Agreement constitutes the entire full and complete understanding between the parties and supersedes all prior arrangements and undertaking whether written or oral.
- 9.2. 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.
- 9.3. BAR may assign, novate or subcontract this Agreement at its sole discretion. Authorised User may not assign, novate or subcontract this Agreement to any other person or organisation, nor may Authorised User sub-contract any of its obligations.
- 9.4. Any notices to be served on BAR shall be sent by prepaid recorded delivery or registered post to the address as set out in this Agreement or to such other address as notified. Notices to the Authorised User will be sent via the Authorised User's Institution. All such notices shall be deemed to have been received within 7 days of posting.
- 9.5. Neither party's delay or failure to perform any provision of this Agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.
- 9.6. The invalidity or un-enforceability of any provision of this Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.
- 9.7. 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.
- 9.8. This Agreement shall be governed by and construed in accordance with English law; the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the courts of England and Wales.

9.9. Except as otherwise explicitly set forth herein, the relationship of the parties hereto will be that of independent contractors. Except as otherwise explicitly set forth here, nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the parties or subject the parties to any implied duties, rights or obligations respecting the conduct of their affairs, which are not expressly stated herein. Neither party will have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party except as expressly provided in this Agreement.

DEFINITIONS

<p>Authorised Users</p>	<p>Current members of the faculty and other staff of the Institution (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Institution, who are permitted to access the Secure Network from within the Participating Library or from such other places where Authorised Users work or study (including but not limited to Authorised Users' offices and homes, halls of residence and student dormitories) and who have been issued with a password or other authentication, together with other persons who are permitted to use the Participating Library or information service and access the Secure Network but only from computer terminals within the Participating Library's premises</p>
<p>BAR Digital Collection</p>	<p>The content on the Platform</p>
<p>Commercial Use</p>	<p>Use for the purposes of monetary reward by means of sale, resale, loan, transfer, hire or other form of exploitation</p>
<p>Course Pack</p>	<p>A collection or compilation of printed materials (e.g. book chapters, journal articles) assembled by the Licensee for use by students in a class for the purposes of instruction</p>
<p>Effective Date</p>	<p>The date of first access of the Platform or the Licensed Materials, as set out in the introduction above</p>
<p>EULA/ Agreement</p>	<p>This End User Licence Agreement which is applicable to Authorised Users, as available on the Platform</p>

Institution	The place of study or work of Authorised Users
Licensed Materials	The BAR Digital Collection
Participating Libraries	The library/ ies of the Institution where Authorised Users can access the Platform
Platform	A secure, online access point where Authorised Users may gain access to and search the Licensed Materials, which is either proprietary to or licensed by BAR
Secure Network	A network (whether a standalone network or a virtual network within the internet) which is only accessible to Authorized Users approved by the Licensee whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice
Licence Term	From the Effective Date until termination or expiry in accordance with this Agreement
Virtual Learning Environment	A software system designed to manage and support teaching and learning in education, including systems variously referred to as Course Management Systems, Learning Management Systems, Learning Support Systems, Managed Learning Environments, and similar names