EXHIBIT A

RDA TOOLKIT END USER LICENSE AGREEMENT

Your use of this web site constitutes your agreement to be bound by these terms and conditions of use.

The RDA Toolkit web site (“Web Site”) is a service made available by the American Library Association, Chartered Institute for Library and Information Professionals (UK), and the Canadian Library Association (“Licensor”) that is open to users who register through an online process and whose employer (“Licensee”) has executed an RDA Toolkit License Agreement (“Authorized Users”). All content and information provided on and through this Web Site (“Content”) may be used only under the following terms and conditions (“Terms of Use”). Throughout the Terms of Use, “we” or “our” refers to Licensor and “you” or “your” refers to Authorized Users. In the event of any conflict between the terms of this EULA and the RDA Toolkit License Agreement referenced above, the terms of the RDA Toolkit License Agreement shall control.

1. Limited License. Licensor hereby grants to Authorized Users a non-exclusive, non-transferable, non-assignable license to the Content under the terms and conditions set forth herein. This License extends only to Authorized Users individually and may not be transferred to, or extended to, others.

2. Authentication details. You are solely responsible for all security for and all use, including unauthorized use, of the Content initiated under your Authorized User account (including all claims arising therefrom), and shall promptly notify Licensor in writing of lost or stolen passwords, logins, or other authentication details.

3. Permitted Uses. Authorized Users are permitted online access to the Content and may retrieve, display, or save text, search results or other information from the Content solely for the private use, instructional use, reserve use or research of the Licensee or Authorized Users. Authorized Users may view screen displays and PDFs of the data accessible via the RDA Toolkit and make copies or printouts of those screen displays or PDFs only as are reasonably required for Authorized Users’ use of the Content as authorized hereunder; provided that such copying or printing shall be no more extensive than is permitted by U.S. copyright law. All rights not expressly granted are reserved to Licensor. Authorized Users may only use this online access in a way that conforms with all applicable law and regulations, and may not alter or modify any content.

4. All other uses of the Content are prohibited without specific permission of the Licensor including but not limited to: (a) printing of multiple copies, (b) reprinting for publication, including course packs; or Web publication, (c) commercial or promotional use (i.e., use in connection with activities intended to generate revenue other than tuition), or (d) the systematic making of print or electronic copies for transmission to persons or institutions other than Licensee or Authorized Users. Authorized Users do not acquire ownership rights to the Content. The Web Site and its contents may not be disclosed, reproduced, distributed or transmitted in any form without the prior written consent of Licensor except as expressly permitted hereunder. The Web Site may not be resold or transferred.
5. You agree that you will use the Web Site or its Content only as expressly authorized in the Terms of Use, and that any use not expressly authorized in the Agreement is prohibited. Authorized Users specifically agree that you will not:

5.1. use the Web Site or Content or any derivatives thereof for any commercial purpose whatsoever;
5.2. print, distribute, publish, copy, adapt or transform, publicly display, or publicly present the Web Site or its Content, or any portion thereof, except as expressly provided in the Terms of Use;
5.3. copy or store the Web Site onto any computer server;
5.4. decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Web Site;
5.5. use any network monitoring or discovery software to determine the Web Site architecture, or extract information about usage, individual identities or users; or
5.6. use any robot, spider, other automatic software or device, or manual process to monitor or copy the Web Site or the Content.

6. Prohibited Conduct. User expressly agrees to refrain from doing, either personally or through an agent, any of the following:

6.1. Use any device or other means to harvest information about other Authorized Users.
6.2. Transmit, install, upload or otherwise transfer any virus or other item or process to the Web Site that in any way affects the use, enjoyment or service of the Web Site.
6.3. Modify the information, including headers, found on the Web Site.
6.4. Transmit, install, upload or otherwise transfer to the Web Site any unauthorized advertisement or communication.
6.5. Engage in any action which Licensor determines is detrimental to the use and enjoyment of the Web Site.
6.6. Use the Web Site for any unlawful or defamatory means.

7. Ownership.

7.1. The Web Site, any copy of all or a portion thereof and all rights in each are the property of Licensor (or its third-party licensors) and all rights, title and interest therein shall remain in Licensor (or its third-party licensors). The Web Site and Content are subject to all applicable copyright, database protection, and other rights of the stated owner and publisher under the laws of the United States and other countries. Copyright notices may not be removed, obscured, or modified in any way. RDA and RDA Toolkit are either registered or unregistered trademarks of Licensor. Licensee shall not take any action to jeopardize, limit, or interfere in any manner in Licensor’s ownership or rights with respect to the RDA Toolkit.

7.2. Content entered by Licensee’s Authorized User becomes part of the RDA Toolkit and Licensee and Authorized Users automatically grant a license to Licensor to include the Content as part of the RDA Toolkit copyrighted product going forward. The rights granted are non-exclusive. The EULA that users agree to when first creating a user profile on the site informs them of this condition related to creating content in the RDA Toolkit. For any Content which is marked “Private” or “Subscription” ("Private
Content" or “Subscription Content”) Licensor will use its best efforts to keep such material from being disclosed to any party other than Licensor and the Authorized User(s) who submitted the Private/Subscription Content, provided, however, Authorized users specifically acknowledge that Licensor shall have no liability for any inadvertent disclosure of any content marked Private

8. User Postings.

8.1. Authorized Users may not post material or content that infringes any third-party’s rights. By posting material on the Web Site, you warrant that the material does not violate any copyright, proprietary or personal rights or others; that you have obtained all necessary permissions to reproduce or use any materials for which you are not the copyright owner; the materials you post will not identify, by name or otherwise, suggest the identify of or present a recognizable likeness of any third-party; and the materials will otherwise comply with the Terms of Use.

8.2. By posting on the Web Site, you grant Licensor a non-exclusive, perpetual, irrevocable, royalty-free worldwide license to reproduce, communicate, re-publish, edit, adapt, display or otherwise use your postings as we see fit, including the right to sublicense or transfer to others in our discretion. You also may have moral rights, so you consent to your postings being altered, edited or adapted so we can use them under our license in any way we deem appropriate. Once you have made a posting, you cannot withdraw or retract the license and consents.

8.3. By posting on the Web Site, you acknowledge that the material is not confidential and agree that other users of the Web Site may copy, use, transmit, modify, distribute and display the content you post.

9. If you own intellectual property and believe it is being infringed on the Web Site, please let us know by filing a complaint as set forth below. In accordance with the Digital Millennium Copyright Act (17 U.S.C. §512), any notification of claimed copyright infringement must be sent to Licensor’s Designated Agent with the following information:

9.1. A physical copy or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

9.2. Identification of the copyrighted work claimed to have been infringed or if multiple copyright works at a single online site are covered by a single notification, a representative list of such works at that site;

9.3. Identification of the material that is claimed to be infringing or could be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Licensor to identify the material;

9.4. A statement that the complaining party has a good faith belief that the use of the material in the manner of complained of is not authorized by the copyright owner, its agent, or the law; and

9.5. A statement that the information in the notification is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

10. Monitoring and Enforcement. Licensor does not pre-screen, verify or edit the content posted by users in the Web Site. However, Licensor reserves the right to monitor any and all information transmitted or received through the Web Site. Licensor, in its sole discretion and without further notice to you, may review, censor or prohibit the transmission or receipt of
any information which Licensor deems inappropriate or that Licensor determines violates the Terms of Use. Licensor has the sole discretion to enforce the Terms of Use.

11. Disclaimer of Warranties; Limitation of Liability; Indemnification.

11.1. Licensor warrants that it is entitled to grant the license granted in the Terms of Use EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, LICENSOR MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO RDA TOOLKIT, INCLUDING THE QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, AVAILABILITY, OPERATION, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SHALL NOT BE LIABLE FOR: EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LICENSE GRANTED HEREUNDER, THE USE OR INABILITY TO USE WEB SITE OR CONTENT, LICENSOR’s PERFORMANCE UNDER THE TERMS OF USE, TERMINATION OF THIS LICENSE, OR THE LOSS OF DATA, BUSINESS, OR GOODWILL, EVEN IF LICENSOR IS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF LICENSOR FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF ANY BREACH OR TERMINATION OF THE TERMS OF USE EXCEED THE TOTAL AMOUNT PAID BY THE LICENSEE TO LICENSOR FOR THE LICENSE FEE FOR THE CURRENT YEAR IN WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, CLAIMS DUE TO NEGLIGENCE.

11.2. You agree to Indemnify and hold Licensor harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any claim or legal action taken against Licensor related to or in any way connected with any use of the Web Site or Content by You or any failure by You to perform Your obligations in relation to the Terms of Use.

12. Choice of Law. The Terms of Use shall be governed by and construed in accordance with the laws of the State of Illinois and the United States of America without regard to principles of conflicts of law. Venue for resolution of any disputes shall reside solely in the Federal and State Courts in Cook County, Illinois. Each party consents to the personal jurisdiction of said court.

13. Termination. This Agreement and the limited license rights granted hereunder shall remain in full force and effect unless terminated or canceled for any of the following reasons: upon discontinuance of the Web Site by Licensor; by Licensor if you violate any of the Terms of Use; or upon failure to maintain a valid RDA Toolkit License Agreement by Licensee.

14. Changes. We reserve the right to make changes or modifications to the Web Site and the Terms of Use. Display of notice of changes on the Web Site shall constitute effective notice on the day Licensor places the changes, and your continued use of the Web Site thereafter shall constitute your acceptance of such changes or modifications.