

SUMMON API TERMS OF USE

The Summon® discovery service (the “Service”) is the property of ProQuest LLC (“ProQuest”), 789 E. Eisenhower Parkway, P.O. Box 1346, Ann Arbor, MI 48106-1346. In connection with the Service, ProQuest also offers an application programming interface service (“Summon API”) to enable users to dynamically connect to the Service. Your signature below and your use of the Summon API constitutes your agreement to be bound by the following terms and conditions (“Terms of Use” or “TOU”) as such terms may be updated from time to time on the Summon website. The words “you” and “your” (whether or not capitalized) refer to you personally if you are an individual and also to your organization.

1. License Grant During the Term, you have a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, royalty-free license to have access to and use the Summon API as described herein, subject to your strict compliance with the TOU.

2. Permitted Use. You may only use the Summon API to develop an interface to support your existing software product to: (i) be hosted within your data center environment or by our mutual customer and accessible from the website of our mutual customer, (ii) enable your software product to temporarily obtain “Summon Data” (which is defined as all data returned to you via the Summon API from the Service); (iii) make limited copies of the Summon Data, solely as necessary to display it on your software product. You are responsible for your own conduct and content while using the Summon API and for any consequences of this use. You may use the Summon API internally to support our mutual customers that are using your software product, but you, and not ProQuest, are solely responsible for supporting your own product. All queries to the Summon Data that you provide must be user initiated.

3. Restrictions. Except as expressly permitted in these TOU, you shall not, nor shall you permit or authorize any other person to: (i) translate, reverse engineer, disassemble, decompile, make any other attempt to discover, or in any other way reproduce, modify, distribute, the software program source code (except to the extent this is authorized by applicable law notwithstanding this limitation), or harvest metadata from the Summon API; (ii) remove any proprietary notices, labels or marks from the Summon API; (iii) sell, sublicense, rent, lend, lease or transfer in any way any portion of the Summon API; (iv) communicate, redistribute or use the Summon API to provide services to other libraries or third parties or use or comingle the Summon API to produce other software products or to make copies of the Summon API, or for any other commercial use or promotional purpose; (v) copy, store, cache or retain any copies of the Summon API; (vi) use the Summon API in any manner that violates any law or regulation, including but not limited to infringing the intellectual property rights of ProQuest or any third party, or the rights of any person, including rights of privacy or publicity; (vii) utilize any computer hardware or software designed to defeat any protection device in the Summon API; (viii) use the Summon API in a manner that constitutes excessive or abusive usage, including to execute denial of service attacks or perform automated searches against ProQuest’ systems, including but not limited to automated “bots”, link checkers or other scripts, or otherwise interfere with or disrupt the Service, or servers or networks related to the Service, or disobey any policies of networks related to the Service; (ix) transmit any virus, worm, defect, Trojan horse, or any other item intended to destroy, surreptitiously interfere with, expropriate, or exert unauthorized control over any system or data or to defraud any person; or (x) hide or mask your identity, or the identity of your service, as it uses the Summon API, including by failing to follow any identification conventions listed in the API documentation.

4. Proprietary Rights. All rights, title and interest in and to the Summon API, including without limitation documentation, metadata, and any and all new versions, releases, or modifications thereof, are owned by and shall remain with ProQuest and are protected by law. This Agreement shall not grant to you or any other third party any right of ownership.

5. Term and Termination; Changes to TOU.

a. The duration of this license (“Term”) is coterminous with your Customer License, unless earlier terminated as provided herein.

b. ProQuest may terminate your license to use the Summon API immediately without notice due to your failure to comply with the restrictions specified in Section 3.

c. Upon the termination or expiration of the Term for any reason, your license to use the Summon API shall terminate immediately.

d. ProQuest routinely adds, changes, improves, or updates the Summon API without notice. ProQuest reserves the right to change these TOU from time to time, and you are responsible for regularly reviewing these TOU. Your continued use of the Summon API after the effective date of such changes will constitute acceptance of and agreement to any such changes. If you do not agree with the TOU, you may stop using the Summon API at any time, without notice to ProQuest. ProQuest may release subsequent versions of the Summon API and, while commercially reasonable efforts will be made to enable backwards compatibility, this cannot be guaranteed and hence continued use of the Summon API may require you to adapt to the most recent version.

6. Limited Warranty. EXCEPT AS PROVIDED IN THE LICENSE, THE SUMMON API IS PROVIDED "AS IS" AND "AS AVAILABLE" AND PROQUEST MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, PROQUEST DOES NOT WARRANT THAT THE USE OF THE SUMMON API WILL BE UNINTERRUPTED OR ERROR-FREE OR MAKE ANY WARRANTY AS TO THE AVAILABILITY OF THE SUMMON API, THE ACCURACY, TIMELINESS OR COMPLETENESS OF THE INFORMATION OR THE RESULTS OF YOUR USE OF THE SUMMON API. PROQUEST SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR DETERMINING THE COMPATIBILITY OF THE SUMMON API WITH ANY HARDWARE OR SOFTWARE NOT SUPPLIED BY PROQUEST AND MAKES NO WARRANTY WITH RESPECT TO THE OPERATION OF SUCH HARDWARE OR SOFTWARE WITH THE SUMMON API.

7. Limitation of Liability. ProQuest shall not be liable or deemed in default of the TOU for any failure or delay or interruption in access to the Summon API or any failure of any equipment or telecommunications resulting from any cause or circumstance beyond the reasonable control of ProQuest. The maximum liability, if any, of ProQuest for any claim related to the Summon API is \$100. IN NO EVENT SHALL PROQUEST BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE SUMMON API OR PROQUEST' FAILURE TO PERFORM ITS OBLIGATIONS UNDER THE LICENSE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF NEGLIGENCE.

8. Miscellaneous.

- a. These TOU shall be construed according to the laws of the State of Michigan, without application of its conflict of laws provisions.
- b. ProQuest and you are independent entities, and nothing in the TOU, or via use of the Summon API, shall directly or indirectly create a partnership, joint venture, agency, franchise, sales representative, or employment relationship between ProQuest and you.
- c. The TOU supersede any previous agreement and represent the entire agreement between ProQuest and you with respect to the Summon API. If any provision of the TOU is found invalid or unenforceable, the remainder of the TOU shall remain valid and enforceable according to its terms.

IN WITNESS WHEREOF, the parties' duly authorized representatives have caused these Terms of Use to be executed as of the last date written below.

ProQuest LLC

By: _____
Name: _____
Title: _____
Date: _____

Vendor: _____
By: _____
Name: _____
Title: _____
Date: _____