

NON-EXCLUSIVE RESEARCH USE LICENSE FOR ILLINOIS SIMPLE ARCHIVAL SYSTEM (ARCHON) SOFTWARE

The Software (as defined below) will only be licensed to You (as defined below) upon the condition that You accept all of the terms and conditions contained in this license agreement (“License”). Please read this License carefully. Then, fill out the form at the end and click the “ACCEPT / SUBMIT” button. By clicking on the “ACCEPT / SUBMIT” button, You accept the terms and conditions of this License. If You are not willing to be bound by these terms, select the “CANCEL” button at the bottom of this page.

Definitions.

1.1. “Archival and Research Use” means use of the Software on a webserver and database server for Your non-profit research, development, educational or institutional use for the management, preservation, and access (including publicizing) of not-for-profit library, museum and archive collections, and expressly excludes Commercial Use.

1.2. “Derivative Work” means any derivative work, as defined by U.S. copyright law, of the Software, including any modification, enhancement, upgrade, or improvement to the Software.

1.3. “License” means this document.

1.4. “Software” means the Illinois Simple Archival System (ARCHON) software developed in PHP scripts, also known as Technology No. TF06110.

1.5. “You” (or “Your”) means an individual or legal entity exercising rights under, and complying with all of the terms of, this License. For legal entities, “You” includes any entity that controls, is controlled by, or is under common control with You. For purposes of this License, “control” means ownership, directly or indirectly, of more than fifty percent (50%) of the equity capital of the legal entity.

2. License Grant and Restrictions.

2.1. Subject to Your compliance with the terms and conditions of this License, The Board of Trustees of the University of Illinois (“ILLINOIS”), on behalf of the University of Illinois Archives, hereby grants You a non-exclusive, non-transferable, restricted license to:

2.1.1. Use the Software for Your Archival and Research Use; and

2.1.2. Create Derivative Works of the Software for Your Archival and Research Use.

2.2. You shall not make Commercial Use of the Software or Derivative Works of the Software without having executed an appropriate license with ILLINOIS. Should You wish to make Commercial Use of the Software or Derivative Works of the Software, You shall contact ILLINOIS at otm@uiuc.edu to determine whether a license for Commercial Use of the Software may be available.

2.3. The Software is owned by ILLINOIS, and ILLINOIS retains all right, title, and interest in and to the Software.

2.4. Nothing in this License shall be construed as conferring any license under any of ILLINOIS’ or any third party’s intellectual property rights, whether by estoppel, implication, or otherwise.

2.5. You shall clearly mark and rename all Derivative Works of the Software to notify users that it is a modified version of the Software.

2.6. You shall reproduce the following notice on all Derivative Works:

2.6.1. “This software uses or is derived from ARCHON, developed by University of Illinois Archives and Sousa Archives and Center for American Music, University of Illinois Library at Urbana-Champaign. © Copyright 20XY The Board of Trustees of the University of Illinois.”

2.7. For any publicly available installation of Software that is under Your control, You shall provide the appropriate hyperlink to the ARCHON project website.

3. **Confidential Information.**

3.1. You acknowledge that the Software is proprietary to ILLINOIS. You agree to protect the Software from unauthorized disclosure, use, or release and to treat the Software with at least the same level of care as You use to protect Your own proprietary computer programs and/or confidential information, but in no event less than a reasonable standard of care.

3.2. If You become aware of any unauthorized licensing, copying or use of the Software, You shall promptly notify ILLINOIS in writing at otm@uiuc.edu.

3.3. You agree to use the Software only in the manner and for the specific uses authorized in this License.

4. **Contributions**

4.1. ILLINOIS encourages contributions from users of the Software that might be used or incorporated by ILLINOIS, in its sole discretion, into future versions or revisions of the Software. Licensees who contribute code agree that such code may be distributed by ILLINOIS under the terms of this License and may be required to sign an agreement with ILLINOIS before ILLINOIS can accept the code. Please contact otm@uiuc.edu for more information or a copy of such agreement.

5. **Limitation of Warranties.**

5.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS LICENSE, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED “AS IS,” AND ILLINOIS DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

5.2. THIS LIMITATION OF WARRANTY IS AN ESSENTIAL PART OF THIS LICENSE. NO USE OF THE SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

5.3. ANY MATERIAL DOWNLOADED IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES.

6. **Limitation of Liability.**

6.1. You assume the entire risk as to the quality, results, performance, and/or non-performance of the Software and all Derivative Works of the Software. You shall have the sole responsibility to adequately protect and backup Your data or equipment used in connection with the Software and Derivative Works of the Software. Should the Software or Derivative Works of

the Software prove defective in any manner, You assume the entire cost of any necessary, servicing, repair or correction.

6.2. In no event shall ILLINOIS (including its trustees, fellows, officers, employees, students, and agents) be responsible or liable for any direct, indirect, special, incidental, punitive, consequential or other damages whatsoever (including lost profits, business, revenue, use, data, or other economic advantage) in connection with, or arising out of, or related to this License, regardless of the theory of liability, whether for breach or in tort (including negligence), even if ILLINOIS may have been previously advised of the possibility of such damage.

6.3. Liability for damages shall be limited and excluded as set forth in this Section 7, even if any remedy provided for in this License fails of its essential purpose.

7. **Termination.**

7.1. This License is effective until terminated, as provided herein, or until all intellectual property rights in the Software expire.

7.2. You may terminate this License at any time by destroying all copies of the Software and Derivative Works of the Software.

7.3. This License, and the rights granted hereunder, will terminate automatically, and without any further notice from or action by ILLINOIS, if You fail to comply with any obligation of this License.

7.4. Upon termination, You must immediately cease use of and destroy all copies of the Software and Derivative Works of the Software and verify such destruction in writing.

7.5. The provisions set forth in Sections 3, 5, 6, 7, 9, and 10 shall survive termination or expiration of this License.

8. **Miscellaneous.**

8.1. **Governing Law.** This License shall be governed by the laws of the State of Illinois, U.S.A., without regard to any conflict of laws provisions.

8.2. **Severability.** If any provision of this License is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions.

8.3. **Assignment.** You may not assign or otherwise transfer any of Your rights or obligations under this License, without the prior written consent of ILLINOIS.

8.4. **Entire Agreement.** This License represents the parties' entire agreement relating to the Software. Except as otherwise provided herein, no modification of this Agreement is binding unless in writing and signed by an authorized representative of each party.

8.5. **Waiver.** The failure of either party to enforce any provision of this License shall not constitute a waiver of that right or future enforcement of that or any other provision.

ARCHON REGISTRATION FORM

Please fill-in the requested information and click the "ACCEPT/SUBMIT" button. By doing so, You accept the terms and conditions of this License. (*Registration Information is only intended for internal administrative use to better serve users of the Software.*)

If You have questions about the Software, please contact:

University of Illinois Archives
19 Library
1408 W. Gregory Drive
Urbana, IL 61820
(217) 333-0798
illiarch@uiuc.edu

Date: _____

Institution: _____

Name of Institution Administrator: _____

Administrator Position/Title: _____

Postal Address: _____

E-mail: _____

Fax: _____

Telephone: _____

ACCEPT/SUBMIT

CANCEL