

# PATROLOGIAE GRAECAE INSTITUTIONAL PURCHASER AGREEMENT

This License Agreement ("Agreement") is made effective on the purchase date between:

**The Religion and Technology Center, Inc.,**  
with its principal place of business at  
11844 Bandera Rd. #298,  
Helotes, TX, USA 78023

and

**Purchaser**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Whereas** The Religion and Technology Center, Inc., holds the rights granted under this Agreement; and

**Whereas** the Purchaser desires to use the rights and The Religion and Technology Center, Inc., desires to grant to the Purchaser the license to use the rights subject to the terms and conditions in this Agreement,

In consideration of the mutual promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## 1. AGREEMENT

1.1 The Religion and Technology Center, Inc., hereby grants the Purchaser a limited, non-exclusive, non-transferable right for access to the Licensed Materials, for the purposes of research, teaching, and private study subject to the terms and conditions of this Agreement ("License"). The materials that are the subject of this Agreement shall consist of a portion or portions of content in printed form, downloaded or saved from the electronic version of Patrologiae Graecae.

1.2 The Agreement shall commence on the purchase date and will remain in effect thereafter.

## 2. AUTHORIZED USES OF LICENSED MATERIALS

The Purchaser may make use of the Licensed Materials as is consistent with the Fair Use provisions of United States and international copyright laws. Additionally, the Purchaser may:

2.1 Produce printed or electronic copies of the Licensed Materials;

2.2 Search, retrieve, display, download, print, and store copies of the Licensed Materials for teaching, scholarly research or personal use, provided that any copying and storing is restricted to the Licensed Materials;

### **3. PROHIBITED USES OF LICENSED MATERIALS**

Purchaser may not do any of the following:

- 3.1 Publicly distribute Purchaser's account name or password or share that information in any way with anyone outside the Purchaser's institution;
- 3.2 Decompile or reverse engineer the Licensed Materials;
- 3.3 Transfer, assign, or sub-license this Agreement;
- 3.4 Publicly mount or distribute any part of the Licensed Materials on any electronic network accessible outside the Purchaser's institution, including but without limitation, the Internet and the World Wide Web;
- 3.5 Remove, obscure or modify The Religion and Technology Center, Inc., copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;
- 3.5 Modify, manipulate or create any other types of copies, such as copying for general distribution, advertising, promotional purposes, or for resale, or create Derivative Works of the Licensed Materials.
- 3.6 Utilize the Licensed Materials for commercial purposes, including, but not limited to: (a) the sale of the Licensed Materials, or (b) fee-for-service use of the Licensed Materials.

### **4. PURCHASER PERFORMANCE OBLIGATIONS.**

Purchaser shall use reasonable efforts as follows:

- 4.1 To protect the Licensed Materials from any use that is not permitted under this Agreement, and shall notify The Religion and Technology Center, Inc., of any such use of which it learns or is notified.
- 4.2 Purchaser shall not permit any unauthorized use of Patrologiae Graecae, or display or otherwise make available Patrologiae Graecae to any unauthorized user.
- 4.3 Subject to applicable law, the Purchaser agrees to hold The Religion and Technology Center, Inc., harmless from and against any loss, damage, cost, liability, or expense (including reasonable legal and professional fees) arising out of any claim or legal action taken against The Religion and Technology Center, Inc., related to, or in any way connected with (1) any use of the licensed materials by the Purchaser, or (2) any failure by Purchaser to perform its obligations in relation to this agreement.

### **5. WARRANTY**

- 5.1 Purchaser understands that from time to time the Licensed Materials may be added to, modified, or updated by The Religion and Technology Center, Inc., and/or that portions of the Licensed Materials may migrate to other formats.
- 5.2 The licensed materials are supplied on an "as is" basis.
- 5.3 Subject to applicable law, under no circumstances shall the Religion and Technology Center, Inc., be liable to the Purchaser or any other person, including but not limited to, authorized users for any special, exemplary, incidental or consequential damages of any kind arising out of the inability to use, or the use of the licensed materials.
- 5.4 Irrespective of the cause or form of action, the Religion and Technology Center, Inc.,'s aggregate liability for any claims, losses, or damages hereunder shall not exceed the fee paid by

the Purchaser to the Religion and Technology Center, Inc., under this license with such claim, loss, or damage. The foregoing limitations and exclusions of certain damages shall apply regardless of the success of effectiveness of other remedies.

5.5 The Religion and Technology Center, Inc., will deliver a copy of *Patrologiae Graecae* in the format chosen by the purchaser upon receipt of full payment in US dollars.

5.6 The Religion and Technology Center, Inc., warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

5.7 The Religion and Technology Center, Inc., undertakes to ensure that every individual or institution that purchases its *Patrologiae Graecae* will have access to it in perpetuity. In the event that the Religion and Technology Center ceases to exist, or if it no longer makes *Patrologiae Graecae* available online from its own servers, the Religion and Technology Center will make arrangements with an institution of higher education or other entity dedicated to scholarly study to distribute *Patrologiae Graecae* to all individuals and institutions that have licensed *Patrologiae Graecae*.

**6. GENERAL**

6.1 This Agreement constitutes the entire agreement of the parties. It supercedes all prior communications, undertakings, and agreements relating to the subject matter of this Agreement, whether oral or written.

6.2 Alterations to this Agreement and to the Schedules to Agreement are only valid if they are recorded in writing and signed by both parties.

6.3 This Agreement may not be assigned by either party or any person or organization, nor may either party sub-contract any of its obligations, except as provided in this License without the prior written consent of the other party, which consent shall not unreasonably be withheld

6.4 Neither party's delay or failure to perform any provision of this Agreement, as a result of circumstances beyond its control (including, but not limited to, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any networked facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

6.5 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 to be taken or held to be a waiver of the provision itself.

_____	(signature & date)	_____
_____	(printed name)	_____
<i>for Religion and Technology Center</i>		<i>for Purchaser</i>