

Kit-Catalogue® Project Annual Subscription

Terms & Conditions

This document provides the terms and conditions for fee-paying subscribers to the Kit-Catalogue Project, managed by Loughborough University and is valid for a period of one calendar year from the agreed commencement date. In order to subscribe to the Kit-Catalogue Project, you must first agree to these Terms and Conditions. You may not subscribe if you do not accept these Terms and Conditions. You can accept these Terms and Conditions by signing and returning a copy of this document. When these Terms and Conditions come to an end, all of the legal rights, obligations and liabilities that you and we have benefited from, been subject to (or which have accrued over time whilst the Terms and Conditions have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of **Clauses 4.1, 4.3, 4.4, 4.6, 5, 6, 7** shall survive termination of these Terms and Conditions.

1. Definitions

The Subscriber – the organisation that makes payment and will receive the benefits of subscription.

Loughborough University – incorporated by Royal Charter, a charitable body registered in England, having its principle office at Ashby Road, Loughborough, Leicestershire LE11 3TP (hereinafter known as “LU”).

Kit-Catalogue System – the open source Kit-Catalogue software which end users agree to use under the conditions of the GNU GENERAL PUBLIC LICENSE (GPL) Version 3.0 (<http://www.gnu.org/licenses/gpl-3.0.html>).

Subscription Period – A period of one calendar year commencing on provision of subscription benefits.

Kit-Catalogue Project – The activities which support the open source Kit-Catalogue system including; the management of the Kit-Catalogue roadmap and on-going developments; the organisation and development of the end-user community; and hosting of regular user group meetings.

Upgrade – means modifications, defect correction and improvements to the latest released version of the Kit-Catalogue system.

2. Subscription Content

LU shall provide the following as a benefit of annual subscription to the Kit-Catalogue Project as outlined below, for which the subscriber has paid an annual fee. These benefits shall be in effect during a period of one year commencing on the date of order.

- A hosted Kit-Catalogue installation at <http://kc-<your-organisation>.lboro.ac.uk>. (Your local IT Services can help you get a more localised domain name for it, e.g. <http://equipment.<your-domain>.ac.uk>.)
- The same hosting infrastructure as our own equipment.lboro.ac.uk.
- Best efforts at 24/7 up time - as with all universities, there are regularly scheduled JANET/network maintenance downtimes, but these are usually out of office hours and will be communicated in advance.
- Support from the Kit-Catalogue team via the email kit-catalogue@lboro.ac.uk.
- Secure nightly back-ups of all your data.
- HTTPS SSL encryption for signed-in users.
- Seamless upgrades. As Kit-Catalogue updates are released, we'll check with you to find a convenient time to upgrade your own catalogue.
- If required, connections to your local Active Directory authentication.

2.1 Upgrades

LU will provide the subscriber with upgrades as soon as they become available. LU shall decide upon the contents of upgrades in its sole discretion but usually based on priorities suggested by the Kit-Catalogue User Group. The upgrades for the hosted version shall automatically be subject to the end-user software license agreement, the GNU GPL V3.0. The subscriber will be notified and offered upgrades when available. Documentation describing changes from previous versions will be provided with each upgrade.

2.2 Support

LU will provide the subscriber with access to the development team via the support email kit-catalogue@lboro.ac.uk. The team will make best efforts to reply to all enquiries within 2 working days.

3. Exclusions

The following services are excluded from these terms, but may be offered separately on request: software product training, consulting services and bespoke Kit-Catalogue application configuration.

4. Subscription Terms

4.1 Payment

The Kit-Catalogue Project subscriber shall pay LU for the benefits provided (stated in 2.0 Subscription Content), in accordance with the following:

4.1.1 The following are the annual subscription rates that apply for UK Higher Education Institutions, based on the current JANET banding as stated <http://www.jisc-collections.ac.uk/Help-and-information/JISC-Banding/HE-A-J-banding-list/>

JISC Band	Hosting + Support
a	£4,950.00
b	£4,400.00
c	£3,850.00
d	£3,300.00
e	£2,750.00
f	£2,200.00
g	£1,650.00
h	£1,100.00
i	£550.00

If you are not a UK HEI and would like to become a project subscriber, please contact kit-catalogue@lboro.ac.uk to find out the cost for your organisation.

4.1.2 Following the issue of a request for subscription with a signed copy of the terms and conditions and an agreed stated commencement date, an invoice will be raised.

4.1.3 Subscription will start from the commencement date and payment will need to be made within 30 days of invoice receipt.

4.2 Renewal Notification

The subscriber will be notified thirty (30) days before the on-going subscription period expiration date, that the benefits of the subscription are about to expire. The renewal notification will also inform the subscriber how to order subscription for the new validity period. The email will be sent to the address stated by the subscriber at the time of registration. Data will be held for a period of 30 days after subscription expiry and will be available on request at any time during this period.

4.3 Termination

LU may terminate the Subscription at any time by written notification to the subscriber, if the subscriber is unable to meet his obligations to pay, if his enterprise is liquidated or we are required to do so by law. This termination will be effective at once. LU shall not be liable for any damages on account of such rescission.

4.4 Liability

LU shall not be liable for any special, indirect or consequential damages or losses such as, but not limited to; loss of revenue, loss of use, loss of data, loss of production, costs of capital, or costs caused by interruption of operation suffered by a subscriber or third parties.

4.4.1 Nothing in these Terms and Conditions, including this clause 4.4 (unless this changes with the above additions), shall exclude or limit any warranty or liability which may not be lawfully excluded or limited by applicable law, including liability for fraud or for death or personal injury caused by our negligence.

4.4.2 There are no conditions, warranties, representations or other terms, express or implied, that are binding on us except as specifically stated in these Terms and Conditions (including implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement). Any condition, warranty, representation or other term concerning the subscription to the Kit-Catalogue Project which might otherwise be implied into or

incorporated in these Terms and Conditions, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

4.4.3 You expressly understand and so agree that your use of the subscription is at your sole risk and that the Kit-Catalogue software is provided "As Is" and "As Available."

4.4.4 In particular, we, our subsidiaries and affiliates, and our licensors, do not represent or warrant to you that:

- your use of the software (including its use in conjunction with any other software) will meet your requirements, that your use of the software will be uninterrupted, timely, secure or free from error or that defects in the operation or functionality of the software provided to you will be corrected; and
- any information obtained by you as a result of your use of the software will be accurate or reliable; and
- that defects in the operation or functionality of the software will be corrected, rectified, or remedied.

4.4.5 Any material downloaded or otherwise obtained or accessed through the use of the software is done at your own discretion and risk, and that you will be solely responsible for any damage, loss, or prejudice to your computer system or other device or loss of data that results from the download or access of any such material.

4.4.6 No advice or information, whether oral or written, obtained by you from us or any of our subsidiaries, affiliates, officials, employees, or personnel, or through or from the software shall create any warranty not expressly stated in these Terms and Conditions. We shall not be under any liability whatsoever in respect of any inaccuracies or omissions in the software. All such liability is excluded by us to the fullest extent permitted by law.

4.4.7 You expressly understand and agree that we and our licensors shall not be liable to you for:

- any direct, indirect, special, incidental or consequential loss or damage which may arise in respect of the software and/or its use or non-availability;
- loss of profit, business revenue, goodwill and anticipated savings;
- any trading or other losses which you may incur as a result of use of or reliance upon any content;
- the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the software; or
- any effect which use of the software may have on any software you use.

4.4.8 Subject to the clauses above, the aggregate liability of us in respect of any loss or damage suffered by you and arising out of or in connection with the use of the software by you and/or any third party shall not exceed the amount of the total fees actually paid by you to us in the twelve months preceding the date of the your claim.

4.4.9 You agree and acknowledge that you are in a better position than us to foresee and evaluate any potential damage or loss which you may suffer in connection with the use of the software; that we cannot adequately insure its potential liability to you; and that accordingly the exclusions and limitations contained in this clause 4.5 are reasonable. You also undertake at all times to mitigate any such damage or loss.

4.5 Modification

This Kit-Catalogue Project subscription Terms and Conditions constitutes the entire agreement of the parties as to the subject matter hereof and supersedes all prior and contemporaneous communications. These terms and conditions cannot be modified.

4.6 Cancellation & Refund Policy

Kit-Catalogue Project subscription is available on an annual subscription basis, and you are free to cancel your subscription with us at any time. However, no refund of the annual subscription fee will be awarded.

5. Confidentiality & Security

LU will keep confidential the contents of any hosted data and will allow access only for the purposes of maintenance and upgrading of the Kit-Catalogue system. We will maintain Kit-Catalogue using our internal ISP and hosting facilities, which are subject to commercially reasonable security precautions to prevent unauthorized access to the software and the Subscriber data. You acknowledge that, notwithstanding such security precautions, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the software and Subscriber data. Accordingly, and notwithstanding any other provision of these Terms and Conditions, we cannot and do not guarantee, and will not be liable in any way to you or any other party for the privacy, security or authenticity of any information transmitted over the internet.

5.1 Account Security

You represent and warrant to us that any and all information provided by you is true, accurate and complete. You undertake to notify us promptly of any changes to such information. You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Kit-Catalogue software. If you become aware of any unauthorized use of your password or of your account, you agree to notify us immediately at kit-catalogue@lboro.ac.uk. You grant us the right to access your account for the purposes of any service improvement or upgrade.

6. Law and jurisdiction

These Terms and Conditions shall be construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts to settle any disputes, which may arise in connection with these Terms.

7. General

7.1 Failure or neglect by us to enforce any of the provisions of these Terms and Conditions at any time shall not be construed or deemed to be a waiver of our rights nor shall this in any way affect the validity of the whole or any part of these Terms and Conditions, nor prejudice our rights to take subsequent action.

7.2 If any part of any provision of these Terms and Conditions shall be or become invalid, unlawful or unenforceable to any extent, then the remainder of such provision and all other provisions of these Terms and Conditions shall continue to be valid and enforceable to the fullest extent permitted by law.

7.3 These Terms and Conditions represent the entire agreement of you and us in relation to the subject matter of these Terms and Conditions and supersedes any previous agreement between you and us in relation to the Kit-Catalogue Project. Neither of you and us has relied upon any statement or representation made by the other in agreeing to enter this agreement.

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Signed on behalf of subscribing institution:

Name of Subscribing Institution:

Contact name:

Contact email:

Commencement date: