



# Colour Index

Standard Licence Agreement



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READ THIS LICENSE AGREEMENT CAREFULLY BEFORE USING THE COLOUR INDEX. BY USING THE DATABASE AND SITE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT YOU SHOULD IMMEDIATELY EXIT FROM THE SITE.

## 1. Database and Site

The Colour Index International (the 'Database') is the proprietary property of the Society of Dyers and Colourists and the American Association of Textile Chemists and Colorists (the 'Publishers') and is made available by the Publishers on the World Wide Web (the 'Site'). The Publishers are the licensors of the Database and sublicense you (the 'Customer') to use the Database and Site, and the related documentation, pursuant to the terms and conditions of the License Agreement.

## 2. License

The Publishers hereby grant to the Customer the non-exclusive and non-transferable license to use the Database and Site.

## 3. Restrictions on Use

- (a) The Database and Site may be used only by the Customer personally, or if the Customer is an organisation, only internally within the organisation, by the number of users specified in the Customer's agreement with the Publishers.
- (b) The Customer shall not make the Database or Site available to any person by means of telephone link or other telecommunications, or through downloading, loan or other arrangement.
- (c) The electronically stored copy of the search output permitted under paragraph 2 above may be viewed only by directors, employees and registered students of the Customer.
- (d) The Customer shall not reproduce, publish, distribute, sell or otherwise use any of the search output in any manner not expressly authorised in the License Agreement, or in any manner that would violate any law or violate or infringe upon any copyright or other proprietary right of the Publishers or any other third party.
- (e) The Customer's rights pursuant to this License Agreement shall not extend to any parent, subsidiary, affiliated or otherwise related entity.
- (f) The Customer shall not attempt to copy, modify, alter, adapt, decompile, disassemble, reverse engineer, or otherwise change the Database or Site.
- (g) The Customer shall not attempt to create any derivative work based upon the Database or Site.

## 4. Security

The Customer shall take all necessary and appropriate action to restrict and control the use of the Database and Site in accordance with the provisions of this License Agreement.

## 5. Payment of Taxes and Other Charges

In addition to the license fees charged by the Publishers for the licenses granted herein, the Customer shall pay all applicable taxes, duties, tariffs, and shipping and handling charges. All such taxes and charges shall be set forth on the Customer's invoice.

## 6. Disclaimer of Warranty

The Publishers represent and warrant to the Customer that they have all of the rights necessary to enter into this License Agreement and to grant to the Customer the licenses set forth herein. Except for the foregoing warranty, the Publishers make no warranties of any kind, either express, implied or statutory, with respect to the Database and Site. The Publishers hereby expressly disclaim all warranties, either express or implied, of merchantability and fitness for a particular purpose with respect to the Database and Site. Under no circumstances shall the Publishers' total liability arising from or related to the Database and Site, regardless of whether any such claim or action is based on contract, tort or otherwise, exceed the amount of the license fee paid by the Customer to the Publishers for the licenses granted herein. Notwithstanding anything to the contrary contained herein, the Publishers shall not, under any circumstances, be liable to the Customer for direct, indirect, consequential, incidental, special or exemplary damages, including lost profits or loss of use, arising or resulting from the Database or Site, whether based upon contract, negligence, strict liability or otherwise, even if notified of the likelihood of such damages occurring. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from country to country.

## 7. Termination

The licenses granted herein are effective until terminated. The Customer may terminate these licenses at any time. The licenses granted herein shall terminate immediately and without notice from the Publishers if the Customer fails to comply with any provision of the License Agreement.

## 8. Force Majeure

The Publishers shall not be liable for any delay or failure in performance resulting from any cause beyond their reasonable control, including, without limitation, war, strikes, civil disturbances, and acts of God.

## 9. Indemnification

The Customer shall indemnify and hold harmless the Publishers from and against any and all claims arising out of or related to the Customer's use of the Database and Site.

## 10. No Assignment

This License Agreement and the licenses granted to the Customer herein may not be assigned, transferred, licensed, sublicensed, or leased by the Customer.

## 11. Defined Terms

Defined terms, when used in this License in the singular, shall include the plural, and in the plural, the singular, unless and except as the context may otherwise require.

## 12. Entire Agreement

This License Agreement constitutes the entire agreement between the Publishers and the Customer with respect to the matters set forth herein. The Customer expressly acknowledges and agrees that the terms of any Customer purchase order by the Publishers shall be for acknowledgement purposes only.

## 14. Severability

The invalidity or unenforceability of any provision of the License Agreement shall not affect the validity or enforceability of any other provision.

Any questions concerning the Colour Index International and agreement should be addressed to:

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