American Psychological Association (APA) Institutional Site License Agreement Cover Sheet

Licensee (Institution)	
Contact Name	
Address	
City/State/Province/Zip Code	
Email	
Telephone	
Licensed Products:	
☐ APA Handbook in Psychology Series	☐ APA PsycInfo [®]
☐ Any or all compilations by copyright year in the APA Books® E-Collections as specifically identified in Schedules A and B	☐ APA PsycArticles®
☐ APA Clinical Training Video Series	☐ APA PsycBooks®
☐ APA Video Introduction to Psychotherapy Systems	☐ APA PsycExtra®
☐ APA PsycTherapy®	☐ APA PsycTests®
☐ APA Academic Writer – Institutional ®	,
<u>Type</u> □ Site	
<u>User Community</u>	Access
☐ Faculty ☐ Professional	Staff ☐ APA PsycNet®
☐ Librarian ☐ Student	□ Vendor:
☐ Practitioner ☐ Other	
☐ Walk-ins when physically present	
Term of the Site License Agreement shall begin on provided herein.	(the "Effective Date") and continue as
Authorization by Licensee	Authorization by APA
Authorized Signature:	Authorized Signature:
Name:	Name: Michael Cairns
Title:	Title: Head of Channel and Partner Development
Date:	Date:

THE ABOVE SIGNATURE CONSTITUTES A FULL UNDERSTANDING AND ACCEPTANCE OF THE SITE LICENSE AGREEMENT IN WHOLE TO INCLUDE THIS COVER SHEET AND ALL PAGES AND SCHEDULES ATTACHED HERETO.

American Psychological Association (APA) Institutional Site License Agreement

AGREEMENT by and between, the American Psychological Association, a not-for-profit, tax-exempt association with its principal office at 750 First Street, NE, Washington, DC 20002-4242 (hereinafter "Publisher" and/or "APA"), and [name] [address] ("Licensee") (the two entities collectively referred to as "the Parties"), has been executed as of the Effective Date set forth on the Cover Sheet attached hereto and hereby incorporated by reference.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Definitions

APA Books[®]
 E-Collections

Compilations of APA-published books grouped by individual copyright year and provided electronically on the APA PsycNet search platform. (See Schedule B for a list of the Collections and titles included in this License Agreement.)

 APA Electronic Databases

APA PsycInfo®, APA PsycArticles®, APA PsycBooks®, APA PsycExtra®, APA PsycTests®

 APA Handbooks in Psychology[®] Series One or more APA-published handbooks provided electronically on the APA PsycNet search platform. (See Schedule B for a list of the Collections and titles included in this License Agreement.)

Authorized Users

Those types of users indicated on the Cover Sheet as being affiliated with the Licensee and who are permitted access to the Licensed Materials. Authorized Users must be those users who are using the Licensed Materials for legitimate educational purposes, whether as a mental health professional in training or as part of other relevant Licensee-approved educational courses or assignments. See Cover Sheet of this License Agreement for specific categories of users. Authorized Users may be remote users so long as they are affiliated with the Licensee. Walk-ins (patrons who are not affiliated with the Licensee) may be considered Authorized Users only if they are physically present at the Licensee's site and accept the disclaimer regarding the terms and restrictions of use of the Licensed Materials. Alumni are excluded as Authorized users.

Commercial Use

Use of Licensed Materials for any other purpose than those contemplated by this License Agreement including but not limited to instances wherein the Licensee is rewarded monetarily through the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. Neither recovery of direct costs by the Licensee from Authorized Users, nor use by the Licensee from Authorized Users of the Licensed Materials in the course of funded research, including research funded by a commercial organization, shall be deemed Commercial Use. Commercial Use is strictly prohibited.

Content

Information created and stored by Authorized Users using Licensed Materials.

Course Packs

A collection or compilation of materials incorporating portions of the Licensed Materials (for example, book chapters or playlists of streaming video segments) assembled by members of staff of the Licensee for use by

students in a class at that institution for the purposes of instruction whether for mental health professionals in training or as part of other relevant Licensee-approved educational courses or assignments.

Courseware

A Web-service based software package for educational use that enables faculty to post course materials, calendars, and quizzes on a secure network server.

• Electronic Reserve Collection

Reserved readings (for example, book chapters) compiled by faculty and made available digitally to students or other Authorized Users at Licensee institution for a specific course of instruction.

Licensed Materials

The Products indicated on the Cover Sheet.

One-Time Service Fee

With the purchase of new product(s) a one-time service fee will be collected for nonexclusive perpetual license to the Licensed Materials, subject to the terms and conditions of the signed License Agreement. Purchase Fee is required in addition to the payment of a One-Time Service Fee.

Purchase Fee

A one-time payment for a nonexclusive perpetual license to the Licensed Materials, subject to the terms and conditions of the signed License Agreement. Purchase Fee is required in addition to the payment of a One-Time Service Fee, if/when purchasing new product(s).

Secure Network

A network (whether a standalone network or a virtual network on the Internet), which is accessible only to Authorized Users approved by the Licensee, requiring the identity of a user to be authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee. A proxy server may be included in the network.

Service Fee

Annual payment for maintenance and provision of access to the Licensed Materials on APA PsycNet.

- License Grant
- 1.1 <u>Use and Access</u>. Subject to all terms and restrictions hereinafter set forth, the APA hereby grants to Licensee upon the purchase of the Licensed Materials a limited, non-assignable, nonexclusive license to access and use the Licensed Materials via a Secure Network for the period of time set forth in the Cover Sheet, for the purposes of research, teaching, and private study, but not for any Commercial Use. This license grant shall include the following:
 - 1.1.1 Print; Download; Extraction. Consistent with the Fair Use provisions of Section 107 of the U.S. Copyright Act, Licensee and Authorized Users may display, print, download, extract or use a reasonable amount of content contained in the Licensed Materials for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis. If the Licensed Materials are composed of streaming video, the transcripts of the verbal video content are made available only as an aid to facilitate use and comprehension of the video content and shall not be considered the equivalent of a book, journal or other print product. As a result, by this Agreement, the Parties agree that such transcript text, if any, included in the Licensed Materials is not primary reading material nor intended for use as primary reading material and as such may not be copied in whole or in part under Fair Use provisions.

- 1.1.2 <u>Electronic Links</u>. Licensee may provide secure electronic links to the Licensed Materials from Licensee's web page(s) to increase the usefulness of the Licensed Materials to Authorized Users, but which must always include the Authorized Users' acceptance of the disclaimer regarding the terms and restrictions of use of the Licensed Materials that appears whenever the user accesses the Licensed Materials. Upon request, the APA will assist Licensee in creating such links and Licensee shall make changes to the appearance of such links and/or in statements accompanying such links as requested by the APA.
- 1.1.3 Interlibrary Loan APA Books® E-Collections and APA Handbooks in Psychology® Series and APA Electronic Databases: Licensee may use these Licensed Materials for Interlibrary Lending with the following restrictions:
 - The Licensed Materials may not be used for Commercial Use or systematic supply or distribution of portions of the Licensed Materials in any form to anyone other than an Authorized User or any similar activity.
 - ii) Licensee may use the Licensed Materials to fulfill print or image interlibrary loan requests from institutions that do not have access to the Licensed Materials, provided that such fulfillment is in accordance with the interlibrary loan provisions of Section 108 of the U.S. Copyright Act.
 - iii) Such requests may be fulfilled only by Licensee printing a copy of the item and providing that print copy or a photocopy or facsimile transmission thereof to the requesting party or by using an automated Inter-Library Loan system providing that it supplies images only and not digital content.

Interlibrary Loan - APA Videos and APA PsycTherapy and APA Academic Writer — Library: The use of these Licensed Materials for Interlibrary Lending is prohibited. The Licensee may not remove transcripts, transcript excerpts, images, or audio from any of the Licensed Materials and separately distribute them.

- 1.1.4 <u>Course Packs and Electronic Reserves</u>. Consistent with the Fair Use provisions of Section 107 of the U.S. Copyright Act, Licensee may incorporate parts of the Licensed Materials in electronic Course Packs, Courseware and/or Electronic Reserve Collection for the use by Authorized Users in a particular course of instruction offered by Licensee under the following conditions:
 - Course Packs shall be used only in electronic form. Course Packs appearing in print, CD-ROM, DVD, or any other physical medium shall be prohibited; screenshots or captures from any of the Licensed Materials is strictly prohibited under any circumstances:
 - ii) Course Packs, Courseware and/or Electronic Reserve Collections shall not be used or offered for Commercial Use and shall include attribution to the appropriate source, listing title and author of the extract, title and author of the work, and the name of the publisher;
 - iii) Access to Course Packs, Courseware and/or Electronic Reserve Collections is to be controlled by security measures, such as IP authentication or the use of authorized passwords that are only to be provided to registered students of that particular course and which must always include registered students' acceptance of the disclaimer regarding the terms and restrictions of use of the Licensed Materials that appears whenever the user accesses the Licensed Materials. Licensee may provide URLs in Course Packs, Courseware and/or Electronic Reserve Collections but may not use transcripts, transcript excerpts, images, or audio from any of the Licensed Materials;

- iv) Licensee shall permanently delete all copies of Course Packs, Courseware and Electronic Reserve Collections when they are no longer used for a particular course;
- Course Packs, Courseware and/or Electronic Reserve Collections in non-electronic non-print perceptible form, such as audio or Braille, may be offered to Authorized Users when necessary; and
- vi) Permission for other reproduction should be sought from the APA, via the APA Permissions Office.
- vii) This Clause 2.1.4 does not apply to APA PsycInfo® and APA PsycTests®. Material obtained from APA PsycInfo® and APA PyscTests® may not be reproduced in a Course Pack, Courseware, or Electronic Reserve Collection.
- 1.2 Specific Restrictions on Use of Licensed Materials
 - 1.2.1 The Licensee may not use the Licensed Materials for Commercial Use.
 - 1.2.2 Authorized Users must be those users who are using the Licensed Materials for legitimate educational purposes, whether as a mental health professional in training or as part of other relevant Licensee-approved educational courses or assignments. Unauthorized viewing of Licensed Materials is expressly prohibited.
 - 1.2.3 Use of the Licensed Materials by Authorized Users must always include the Authorized Users' acceptance of the disclaimer regarding the terms and restrictions of use of the Licensed Materials that appears whenever the user accesses the Licensed Materials. If the Authorized User does not agree to or cannot abide by the terms of the disclaimer, they will not access the Licensed Materials.
 - 1.2.4 The Licensee shall not remove the opening disclaimer and user note regarding not disclosing identifying participant information or sharing access with unauthorized users.
 - 1.2.5 The Licensee shall encourage Authorized Users to view the Licensed Materials in as private an environment as possible, and out of sight or hearing range of unauthorized users as reasonably practical.
 - 1.2.6 The Licensee or its Authorized Users may not remove, obscure or modify any copyright or other notices in the Licensed Materials.
 - 1.2.7 The Licensee or its Authorized Users shall not modify or create a derivative work of the Licensed Materials.
 - 1.2.8 The Licensee or its Authorized Users may not systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose.
 - 1.2.9 The Licensee may not systematically distribute the whole or any part of the Licensed Materials to anyone other than its Authorized Users.

2. Ownership of Intellectual Property

2.1 All right, title and interest in the Licensed Materials and all intellectual property rights related thereto, including but not limited to content, data, trademarks, copyrights, and any derivative works derived therefrom, shall be and remain with the APA. Neither Licensee nor Authorized Users shall have any right, title or interest in the Licensed Materials nor in any related intellectual property rights except as expressly set forth herein.

- 2.2 <u>Removal of Copyright Notice</u>. Licensee and Authorized Users shall not remove, obscure or modify any copyright or other notices in the Licensed Materials.
- 2.3 <u>Modification</u>. Other than as set forth herein, Licensee and Authorized Users shall not modify or create a derivative work of the Licensed Materials, in whole or in part, without prior express written permission of the APA.
- 2.4 <u>Content</u>. Licensee or Authorized Users shall own all right, title, and interest in the Content Authorized Users create and store using the Licensed Materials. The APA shall use reasonable efforts to protect the privacy and security of the Content in accordance with the Privacy Policy for the Licensed Materials, a copy of which is available at https://www.apa.org/about/privacy and incorporated by reference herein.

3. Obligations and Representations and Warranties

3.1 APA

- 3.1.1 The APA represents and warrants that to the best of the APA's knowledge, the Licensed Materials used as contemplated by this License Agreement do not infringe the copyright or any other proprietary or intellectual property rights of any third party. The APA shall indemnify and hold Licensee harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of legal action taken against Licensee due to an actual or alleged infringement of such rights. This indemnity shall not apply to any Course Pack, Courseware, Electronic Reserve Collection or other derivative work created by the Licensee or Authorized User or if Licensee and/or Authorized User has modified or used the Licensed Materials in any way not permitted by this License Agreement.
- 3.1.2 The APA reserves the right to withdraw from the Licensed Materials any material which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. The APA shall give written notice of the withdrawal to Licensee within sixty (60) days of the removal of any material pursuant to this section.
- 3.1.3 Licensor shall comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, refreshable braille displays, and alternate keyboard or pointer interfaces, in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines 2.1 AA (http://www.w3.org/WAI/guid-tech.html). Licensor shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility. Licensor shall provide to Licensee a current, accurate completed Voluntary Product Accessibility Template (VPAT) to demonstrate compliance with accessibility standards (https://www.itic.org/policy/accessibility). If the product does not comply, the Licensor shall adapt the Licensed Materials in a timely manner and at no cost to the Licensee in order to comply with applicable law.
- 3.1.4 The APA shall make statistics regarding the usage of the Licensed Materials by Licensee and Authorized Users available to Licensee in a manner consistent with generally accepted best practices. The APA will provide ongoing access to usage statistics on a password-protected site.
- 3.1.5 The APA will store Licensed Materials in one or more APA locations in digital form accessible by telecommunications links between such locations and authorized locations of the Licensee.
- 3.1.6 The APA shall use reasonable efforts to provide continuous access to the Licensed Materials. Unavailability may occur related to failure of equipment or services beyond the

- control of the APA. Every effort will be made to minimize any downtime and to restore services in the event of a failure beyond the control of the APA.
- 3.1.7 No computer software is delivered as a part of this License Agreement and this License Agreement is not conditional upon Licensee's ability to provide its own software or the ability to use the Licensed Materials provided under this License Agreement.

3.2 Licensee

- 3.2.1 Licensee agrees to be responsible for all claims and damages that directly result from the negligent acts or omissions of the Licensee, its employees, or agents. The Licensee shall not be liable to the APA for breach of the terms of this License Agreement by any Authorized User so long as the Licensee did not intentionally or through gross negligence or recklessness assist in or encourage such breach or permit such breach to continue after having actual notice thereof.
- 3.2.2 Licensee agrees to designate a single person to be the administrator of this License Agreement. The name, address, phone number, and e-mail address of the License Agreement administrator shall be listed on the Cover Sheet. Licensee shall notify the APA of any changes to the assigned administrator or contact information.
- 3.2.3 Licensee represents and warrants that it will notify Authorized Users of the terms and conditions of this License Agreement and protect the Licensed Materials from unauthorized use or other breach of this License Agreement. Authorized users may only access the Licensed Materials after they accept the Terms of Service. The Terms of Service are available at https://www.apa.org/about/termsofuse and are incorporated by reference herein.
- 3.2.4 Licensee represents and warrants that it will provide access to the Licensed Materials on a Secure Network. Licensee and their Authorized Users shall be granted access pursuant to IP ("Internet Protocol") addresses, passwords, public keys or certificates, or other security protocols developed and accepted during the term of this License Agreement. Licensee shall provide via separate electronic delivery to the APA a complete set of Licensee's valid IP addresses to enable the APA to authenticate users and to supply accurate statistics. The form of these IP addresses must be acceptable to the APA. Only those IP addresses submitted by the Licensee will have access to the Licensed Materials, and Licensee is responsible for promptly notifying the APA of any changes in the IP addresses.
- 3.2.5 Licensee will use best efforts to ensure that no external, unauthorized users will have access to the Licensed Materials.
- 3.2.6 Licensee agrees to inform the APA, immediately upon becoming aware of any unauthorized use or other breach, and to take reasonable and appropriate steps both to ensure that such activity ceases and to prevent any recurrence.
- 3.2.7 If the APA identifies any unauthorized use of the Licensed Materials in breach of this License Agreement, the APA has the right to immediately terminate access under this License Agreement for the offending IP Address until the breach is corrected. The APA and Licensee agree that they will work together to correct the breach as soon as possible so that access can be restored.

3.3 Mutual Representations and Warranties

Both Parties represent and warrant that a) it has the legal authority to enter into this License Agreement; b) this Agreement will not conflict with any other contract, agreement or law; c) this License Agreement,

executed and delivered, will constitute a binding obligation; and d) it shall adhere to Section 6 and all applicable privacy and data protection laws applicable to the gathering, processing, storing and transmitting of all confidential information, such as identifiable user information and other similar usage data

4. Disclaimer of Warranties / Limitation of Liability

- 4.1 THE LICENSED MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE APA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE LICENSED MATERIALS, EXCEPT AS MAY BE EXPLICITLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE APA MAKES NO WARRANTY THAT ACCESS TO LICENSED MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, ACCURATE, COMPLETE OR ERROR-FREE. THE APA MAKES NO WARRANTY REGARDING THE LOSS OF AUTHORIZED USERS' INFORMATION OR CONTENT. AUTHORIZED USERS BEAR THE ENTIRE RISK FROM USING THE LICENSED MATERIALS. LICENSEE AGREES THAT AUTHORIZED USERS ARE RESPONSIBLE FOR MAINTAINING AND BACKING UP ANY DATA THEY PROVIDE TO THE APA.
- 4.2 Although care has been used in the accuracy, completeness, or functioning of the Licensed Materials, the APA assumes no responsibility for the Licensee's or Authorized Users' use thereof and shall not be liable for loss of profits, loss of use, or incidental, consequential, or exemplary damages as a result of such use, even if aware of the possibility thereof.
- 4.3 In no event may the Licensee or Authorized Users bring any action arising out of the Agreement more than three (3) years after the claim or cause of action arises. The APA shall in no event be liable for more than the fees paid by Licensee under this License Agreement (whether in contract or in tort, including negligence and strict liability).

5. Confidential Information

- 5.1 Each Party acknowledges that, in connection with the performance of this License Agreement, it may receive certain confidential or proprietary technical, business or financial information and materials of the other Party or data related to the usage of the Licensed Materials by Licensee and Authorized Users ("Confidential Information"). Confidential Information shall include the disclosing Party's service offerings, methodologies, software, product documentation, data, legal strategies and work product, and any other business, financial or technical information that is marked or otherwise identified as confidential or proprietary.
- 5.2 Both Parties agree (a) to use the other Party's Confidential Information only for the purposes described in this License Agreement; (b) not to reproduce the other Party's Confidential Information and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; and (c) to restrict access to the other Party's Confidential Information to such of its personnel, agents, suppliers and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this License Agreement. Both Parties agree that all Confidential Information is proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.
- 5.3 Notwithstanding the foregoing, each Party may disclose Confidential Information (a) if expressly authorized in writing by the subject of that information; (b) in response to an order of a court or other governmental body; (c) as required by law or regulation to be disclosed; or (d) in order to establish a Party's rights under this License Agreement.

6. Term and Termination

6.1 Term.

- 6.1.1 APA Books® E-Collections and APA Handbooks in Psychology® Series and APA

 Electronic Databases and Electronic Databases: The term of this License Agreement shall be as set forth on the Cover Sheet. This License Agreement may be renewed for additional one-year term by mutual agreement between the APA and the Licensee and on payment of annual fees by the Licensee as set by the APA and agreed to by the Licensee.
- 6.1.2 APA Videos and APA PsycTherapy: The term of this Agreement shall be as set forth on the Cover Sheet, terminating at midnight on the last day of the Term. This Agreement may be renewed for additional one-year terms by mutual agreement between the APA and the Licensee and on payment of annual license fees as set by the APA and agreed to by the Licensee unless Licensee notifies the APA in writing of its intention not to renew at least thirty (30) days prior to the expiration of the then-active term or unless the License Agreement is terminated as provided for herein.
- 6.2 <u>Termination.</u> The APA may terminate if Licensee does not pay the fee(s) set forth in Section 9 or breaches the obligations set forth in Sections 3, 4.2, 4.3 or 6. Termination shall be effective upon thirty (30) days' notice to Licensee. In the event of termination pursuant to Section 7.2.1, no refund or partial refund of the Purchase Fee or Service Fee will be given.
- 6.3 Effect of Termination. If the Licensed Materials include APA Books® and/or APA Handbooks in Psychology®, upon termination for any reason, Licensee shall be entitled to keep a permanent flat file copy of those materials. Upon Licensee's request, the APA shall deliver to Licensee the flat file copy in .txt or a similar file format of APA's choice. Upon termination of this License Agreement, Authorized Users of the Licensee may access papers that they own, but not other areas of the Licensed Materials requiring authenticated access, for a period of two (2) years after which such Authorized Users' accounts and all Content therein will be permanently deleted. During the term of this Agreement, Authorized Users are responsible for maintaining a back-up copy of any Content to which they wish to have access after termination of this License Agreement. With respect to APA Electronic Databases, Licensee is entitled to the archival rights outlined in Schedule C.

6.4 <u>Authorized User Access</u>.

- 6.4.1 In the event that an individual is no longer an Authorized User of the Licensee and is not an Authorized User of another Licensee of the Licensed Materials, that individual may access papers that they own, but not other areas of the Licensed Materials requiring authenticated access, for a period of two (2) years after which the Authorized User's account and all Content therein will be permanently deleted.
- 6.4.2 In the event that an individual Authorized User of the Licensee does not access their personal account containing papers that they own nor other areas of the Licensed Materials requiring authenticated access, their account will be retained by the APA for four (4) years, after which they may access papers that they own, but not other areas of the Licensed Materials requiring authenticated access, for a period of two (2) years. At the end of the two (2) year period, the Authorized User's account and all Content therein will be permanently deleted.

7. Trial Subscriptions

7.1 The Licensee may from time to time during the Term of this License Agreement desire access to additional APA products identified in Schedules A and Schedule B to which the Licensee has not purchased access for a limited, trial period ("Trial Subscription") to determine their usefulness or

suitability to the Licensee. The Licensee's access to and use of all such APA products granted under a Trial Subscription shall be subject to and governed by all applicable Terms and Conditions of this License Agreement. The APA agrees to offer the Licensee the one-time option of obtaining prepurchase free trial access to the Licensed Materials for a period of 30 days. This free trial is subject to availability.

7.2 The Licensee's access to and use of all such APA products granted under a Trial Subscription shall be subject to and governed by all applicable Terms and Conditions of this License Agreement.

8. Payment

- 8.1 APA Books® E-Collections and APA Handbooks in Psychology® Series
 - 8.1.1 At the purchase of new product(s) Licensee will pay the Purchase Fee and a one-time Service Fee for perpetual access to and use of the Licensed Materials. The one-time Service Fee will provide perpetual access to all purchased volumes in the *APA Handbooks in Psychology* Series and APA Books E-Collections which is available from APA in printed form and electronically. The APA shall provide notice of any change in the Fees to Licensee at least ninety (90) days before the end of the calendar year.
 - 8.1.2 For each subsequent renewal without paying additional access fees to APA, the customer has perpetual use rights to the purchased and historical content of APA Handbooks (Schedule A) and APA Books E-Collections (Schedule B).
- 8.2 APA Videos and APA PsycTherapy
 - 8.2.1 The videos in the APA PsycTherapy database are intended for educational and training purposes. Unauthorized viewing of these videos is expressly prohibited. All participants have agreed to allow their clinical demonstrations to be filmed and distributed for educational and clinical purposes; nonetheless, the material should be considered confidential and treated according to professional and ethical guidelines in accordance with the APA PsycTherapy® Disclaimer, Schedule D.
 - 8.2.2 Under this License Agreement, the Licensee accesses the Licensed Materials on the APA PsycNet platform, and the Licensee will pay the APA one fee: the APA fee for data only.
 - 8.2.3 At the conclusion of each one-year term of access to the Licensed Materials by the Licensee and in advance of the APA's receipt of the Licensee's payment of the Fee(s), the APA will extend to the Licensee a grace period of thirty (30) days access to the Licensed Materials beyond the date of expiration of each one-year term of access. If payment of the Fee(s) is not received at the end of the 30-day grace period, the Licensee will be assumed by the APA to have cancelled its subscription to the Licensed Materials and its access to the Licensed Materials will be terminated by the APA.
 - 8.2.4 If the Licensee does not renew the License Agreement at the end of the Term specified on the Cover Sheet or if the License Agreement is terminated by either Party, no access rights to the Licensed Materials will be available to the Licensee.
 - 8.2.5 The current APA data fee schedule is available from the APA in printed form and online.
- 8.3 If subsequent to the signing by the Parties of this License Agreement the Licensee purchases any new Licensed Materials, the authorized representative of the Licensee will complete, sign and return to the APA an addendum to the License Agreement which will be provided by the APA to the Licensee.
- 8.4 Payment is due within 30 days of invoice.

9. General

- 9.1 Entire Agreement. This License Agreement incorporates the Cover Sheet and the attached Schedule(s) and sets forth the entire Agreement and understanding between the Parties with respect to the subject matter thereof and supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties.
- 9.2 <u>Modification</u>. No modification or amendment of this License Agreement shall be binding upon either Party unless it shall be in writing and signed by persons authorized to bind the Parties to this License Agreement.
- 9.3 <u>Assignment</u>. This License Agreement is not assignable without the APA's prior written permission, and this License Agreement shall be binding upon heirs, successors, and assigns of the Parties hereto.
- 9.4 <u>Severability</u>. If any one or more of the provisions of the License Agreement shall for any reason be held to be invalid, illegal or unenforceable, the same shall not affect the validity or enforceability of any other provisions of the License Agreement.
- 9.5 <u>Force Majeure</u>. Neither Party's delay or failure to perform any provision of this License Agreement as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or give rise to, a breach of this License Agreement.
- 9.6 <u>Good Faith Resolution</u>. If there are any disputes or disagreements regarding the terms and conditions of this License Agreement, both Parties agree to work in good faith to resolve the issues.
- 9.7 All notices shall be in writing and shall be sent to the other Party via registered, certified or electronic mail to the address set forth on the first page of this License Agreement.
- 9.8 The provisions of Sections 2, 3, 4.2, 4.3, 5, 6, and 10 shall survive the termination or expiration of this License Agreement.

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the Effective Date set forth on the attached Cover Sheet.

Schedule A

2024 Purchase Fees for Titles Included in *APA Handbooks in Psychology*® Covered by This License Agreement*

Title	Volumes in Set	Electronic Only
APA Handbook of Addiction Syndrome	2	\$695.00
APA Handbook of Behavior Analysis	2	\$695.00
APA Handbook of Adolescent Psychology	1	\$349.00
APA Handbook of Adolescent and Young Adult Development	1	\$349.00
APA Handbook of Career Intervention	2	\$695.00
APA Handbook of Clinical Geropsychology	2	\$695.00
APA Handbook of Clinical Psychology	5	\$1,195.00
APA Handbook of Community Psychology	2	\$695.00
APA Handbook of Comparative Psychology	2	\$695.00
APA Handbook of Consumer Psychology	1	\$349.00
APA Handbook of Contemporary Family Psychology	3	\$995.00
APA Handbook of Counseling Psychology	2	\$695.00
APA Handbook of Dementia	1	\$349.00
APA Educational Psychology Handbook	3	\$995.00
APA Handbook of Ethics in Psychology	2	\$695.00
APA Handbook of Forensic Neuropsychology	1	\$349.00
APA Handbook of Forensic Psychology	2	\$695.00
APA Handbook of Giftedness and Talent	1	\$349.00
APA Handbook of Human Systems Integration	1	\$695.00
APA Handbook of Industrial and Organizational Psychology	3	\$995.00
APA Handbook of Intellectual and Developmental Disabilities	2	\$695.00
APA Handbook of Men and Masculinities	1	\$349.00
APA Handbook of Multicultural Psychology	2	\$695.00
APA Handbook of Neuropsychology	2	\$695.00
APA Handbook of Nonverbal Communication	1	\$349.00
APA Handbook of Personality and Social Psychology	4	\$1,195.00
APA Handbook of Psychology and Juvenile Justice	1	\$349.00
APA Handbook of Psychology, Religion, and Spirituality	2	\$795.00
APA Handbook of Psychopathology	2	\$695.00
APA Handbook of Psychopharmacology	1	\$349.00
APA Handbook of Psychotherapy	2	\$695.00
APA Handbook of Research Methods in Psychology	3	\$995.00

Title	Volumes in Set	Electronic Only
APA Handbook of Research Methods in Psychology (2 nd Ed)	3	\$995.00
APA Handbook of Sexuality and Psychology	2	\$695.00
APA Handbook of Sport and Exercise Psychology	3	\$695.00
APA Handbook of Testing and Assessment in Psychology	3	\$995.00
APA Handbook of the Psychology of Women	2	\$695.00
APA Handbook of Trauma Psychology	2	\$695.00

*Title list subject to change as new publications are released

Schedule B

APA Books® E-Collections Covered by This License Agreement

Copyright Year(s)	Individual Copyright Year List Purchase Price
2001	\$1,087.50
2002	\$1,000.00
2003	\$1,050.00
2004	\$1,550.00
2005	\$1,775.00
2006	\$1,862.50
2007	\$1,437.50
2008	\$1,187.50
2009	\$1,975.00
2010	\$2,162.50
2011	\$2,250.00
2012	\$1,687.50
2013	\$1,850.00
2014	\$1,700.00
2015	\$2,310.00
2016	\$2,835.00
2017	\$2,257.50
2018	\$3,875.00
2019	\$4,129.00
2020	\$4,021.00
2021 (Academic)	\$2,000.00
2021 (Clinical)	\$2,200.00
2021 (Full)	\$3,500.00
2022 (Academic)	\$2,300.00
2022 (Clinical)	\$1,800.00
2022 (Full)	\$3,300.00
2023	\$3,600.00
2024	\$2,500.00

Schedule C

APA Archiving and Access Policy for APA PsycArticles®

Archiving by APA

APA is committed to preserving the knowledge base in psychology and to serving user and customer needs. To ensure preservation of the knowledge base, APA maintains a digital archive of all databases and will convert that archive as technology changes. APA also deposits all relevant journal and book content with Portico for perpetual archiving.

Access to Customer-Licensed Data Following Site License Non-Renewal

APA recognizes the business needs of libraries and other institutional customers to retain potential access to content for which they have purchased access.

APA's annual data fees entitle a subscribing institution to access the full range of content included in the subscribed-to database during their subscription period.

If, at a later date, an APA PsycArticles customer does not renew the site license then, without paying additional data fees to APA, the customer has perpetual use rights to the historical content of the database during the year/s of their subscription. Historical content includes content in the database at the time of the subscription and does not include later added or certain back file content.

Delivery of Customer-Licensed Data

APA has arrangements with Portico archiving solutions. Customers may work with Portico to arrange access to the materials they have perpetual rights to after their subscription has lapsed.

Other arrangements for delivery of materials customers have perpetual rights to after their subscription has lapsed may be made on a case-by-case basis at the sole discretion of the APA.

Note: No archival and access rights are available to customers who cancel their APA PsycInfo®, APA PsycTests®, APA PsycBooks®, APA PsycExtra® and/or APA PsycTherapy® site license. By signing this agreement, Licensee agrees that this archival policy supersedes any archival policies in prior agreements between Licensee and the APA.

Schedule D

American Psychological Association APA PsycTherapy® Disclaimer

The videos in the APA PsycTherapy database are intended for educational and training purposes. Unauthorized viewing of these videos is expressly prohibited. All participants have agreed to allow their clinical demonstrations to be filmed and distributed for educational and clinical purposes; nonetheless, the material should be considered confidential and treated according to professional and ethical guidelines.

By viewing these videos, you agree that:

- You are an Authorized User, which means you are using this video for legitimate educational purposes, whether as a
 mental health professional, a mental health professional in training, or as part of other relevant educational courses or
 assignments (including in-service training).
- It is unethical (and possibly unlawful) to disclose identifying information about any of the participants in this database or to share access to this database with unauthorized viewers.
- You will not make any copies or cause any copies to be made, including downloading or attempting to download any
 videos, and you understand that it is illegal to copy or disseminate the video footage or session transcripts without
 prior written permission of the Publisher.
- You will respect the videos and their content by viewing the videos in as private an environment as reasonably possible, out of sight or hearing of unauthorized viewers to the maximum degree possible.

Should you breach any of the above terms of agreement, the Publisher has the right, to pursue all legal remedies against you, notify your institution of your inappropriate use, and terminate your or your institution's access (for multiple site-specific inappropriate uses). The Publisher shall not be responsible or liable for, and you agree to indemnify and hold the Publisher harmless from, any claims or damages resulting from the viewer's use of or reliance on this material, including but not limited to any indirect, special, consequential, or exemplary damages. If you do not agree to, or cannot abide by these terms, please do not use this database. These programs are copyrighted and may not be copied, reproduced, or disseminated without written permission of the Publisher.