

## **LICENSE AGREEMENT FOR FIELD REPORT 2020 (PRINT) DOWNLOAD**

This License Agreement (the “Agreement”) governs the terms by which Users download and use the Field Report 2020 (Print) Download (the “Content”) from the American Library Association (“ALA”). Please read this Agreement carefully before downloading any Content. By downloading any Content, you agree to be bound by the terms of this Agreement. If you do not agree with the terms of the Agreement, do not download any Content.

You represent and warrant that you are 18 years of age or older, are lawfully able to enter into and perform a legally binding contract, and agree to be bound by the terms and conditions in this Agreement, in the event you choose to download Content. Please print a copy of this Agreement and retain it for your records.

With the purchase of the Content, ALA grants the Registered User (“User”) a license to print and distribute the Content, but only within the context of the Content and subject to the conditions below.

### **BASIC USER LICENSE**

The Basic User License Option allows the User to only use the Content for the benefit of a single institution. An institution means a single physical library, school, or university location. ALA grants User a personal, non-transferable, non-exclusive, perpetual (subject to ALA’s right to terminate below) right to use the downloaded Content for permitted purposes. Basic User License allows User to print multiple copies for advertising at a single institution or to advertise on multiple computers within a single institution.

The User may not use or display the Content in an electronic format that enables it to be downloaded or shared in any peer-to-peer or similar file sharing arrangement by persons not employed by or acting as agents under the direction and control of the User.

### **MULTI-USER LICENSE**

The Multi-User License Option allows the User to use the Content at the number of institutions selected in the Multi-User License Option purchase. Under the Multi-User License, the User is granted the rights available under the Basic License, in addition to and as amended by the following rights, uses, and restrictions:

**Seat Restrictions.** The User, and persons employed by User, may access and download the Content for purposes of allowing User to print copies for advertising at the number of institutions identified in the Multi-User License Option provided they have purchased and registered for the appropriate Multi-User License package and use the content only for the number of institutions registered.

### **PROHIBITED USES**

The User may not do anything with the Content that is not expressly permitted in the licensing option(s) purchased. ALL licensing options are subject to the following terms and conditions:

- a) No portion of the Content may be changed, edited, or removed.  
The Content may not be published online or uploaded to websites.
- b) The Content may not be incorporated in products offered for sale or used for commercial, advertising, or marketing purposes.
- c) The Content may not be incorporated in a product for the purpose of redistributing the Content, and the Content may not be sold, relicensed, rented, or made available for download by third parties.
- d) Pornographic or defamatory use of the Content is prohibited.
- e) All copyright notices or other statements of attribution contained in the Content may not be removed for any reason.

ALA has the right to review your use of the Content and to request that the use cease or be changed. You agree to comply with any such request made by ALA.

## **LIMITED WARRANTY & LIMITATIONS OF LIABILITY**

ALA makes no other warranty, express or implied, including, without limitation, any implied warranties of merchantability, non-infringement, or fitness for a particular purpose. Some jurisdictions do not permit the exclusion of implied warranties, and you may have other rights, which may vary from jurisdiction to jurisdiction. Neither ALA, its distributors, nor its licensors shall be liable to you for any general, special, direct, indirect, consequential, incidental, or other damages arising out of the license of your use of the downloaded Content.

All rights, including intellectual property rights, in and title to the Content are owned by ALA and protected by copyright laws. No title to or intellectual property rights in the Content are transferred to you and you agree not to challenge ALA's rights in this regard. This license will terminate automatically without notice from ALA if you breach any of its provisions.

## **ENHANCED LICENSES**

If you want to use the Content for purposes beyond the scope of the Base License or Multi-User License, please contact the ALA Office for Intellectual Freedom at: [bbw@ala.org](mailto:bbw@ala.org)

## **WARNING**

**FOR USE ONLY BY USERS WHO HAVE PURCHASED THE CONTENT.**

**©2021 AMERICAN LIBRARY ASSOCIATION. ALL RIGHTS RESERVED.**