

WORLDBOOKONLINE.COM
INSTITUTIONAL AND BUSINESS SUBSCRIPTION AGREEMENT

This Institutional and Business Subscription Agreement is made and entered into by and between World Book, Inc., with offices located at 233 North Michigan Avenue, 20th Floor, Chicago, Illinois 60601 U.S.A. ("**World Book**") and the entity identified in the **Subscription Information Form** attached hereto as Exhibit A ("**you**" "**your**" or "**Subscriber**").

License Grant

World Book Online (the "**Site**") is an on-line information and educational service provided by World Book, consisting of information, services and content provided by World Book, affiliates of World Book, and third parties. World Book grants to you a non-exclusive, non-transferable license for you and your authorized users ("**Authorized Users**") to access and use the services ("**Services**"), identified in the **Subscription Information Form**, on the Site subject to the terms and conditions of: (a) the Terms and Conditions of Use, Privacy Policy and other policies posted throughout the Site; and (b) this Institutional and Business Subscription Agreement. The Terms and Conditions of Use, Privacy Policy and this Institutional and Business Subscription Agreement shall be collectively referred to as the "**Agreement**." In the event of a conflict between this Institutional and Business Subscription Agreement and the Terms and Conditions of Use or Privacy Policy, this Institutional and Business Subscription Agreement shall control.

The right to use the Services is reserved only to you and your Authorized Users and is not transferable to any other person or entity. You may permit multiple workstations to access the Services, but only by Authorized Users. Authorized Users shall be members or affiliates of your organization who are established by reasonable security measures developed by World Book, such as: User ID, "cookies", IP address, referring URL, or library card number. User access to the Services utilizing these measures must be maintained by you to prevent unauthorized access to the Services.

It is your responsibility to ensure that all use of the Services, including, without limitation, use by Authorized Users, shall be strictly in compliance with the terms of the Agreement. You acknowledge and agree that home access to the Site utilizing your password is only permitted at your facility(ies) or by an individual for personal use via a private computer in a home. You may not permit utilization of the Site by another institution. Use of your password by another institution is strictly forbidden and is grounds for immediate termination of this Agreement. You represent and warrant that the data included in the **Subscription Information Form** is true and accurate as of the date your access to the Services is activated by World Book and that you promptly shall inform World Book in the event that any data included in the **Subscription Information Form** needs to be updated because it becomes false or inaccurate.

Usage Obligations

Except to the extent expressly provided in this Agreement, you may not copy, use, sublicense, lease or otherwise remarket or distribute by any means now or hereafter available, including by framing or similar means, any portion of or content on the Site.

You agree:

1. to promptly notify World Book if you or your Authorized Users suspect unauthorized use of the Site;
2. that you or your Authorized Users are responsible for the results obtained, and conclusions drawn, from your or your Authorized Users' use of the Site;
3. that you and your Authorized Users will comply with all applicable laws, regulations, or conventions in using the Site;
4. that neither you nor your Authorized Users are a specifically designated individual or entity under any U.S. (or other) embargo or otherwise subject, either directly or indirectly, to any order issued by any agency of

the U.S. Government (or any other government) limiting, barring, revoking or denying, in whole or in part, your or your Authorized User's export privileges and that you will immediately notify World Book in the event you or your Authorized Users become subject to any such order; and

5. that neither you nor your Authorized Users will export or re-export any Content (as defined in the Terms and Conditions of Use), directly or indirectly, to any countries that are subject to U.S.A. export restrictions.

Site Availability

The Site is generally available twenty-four (24) hours a day, seven (7) days a week. However, World Book may, at any time, without notice or liability, restrict the use of the Site or limit its availability in order to perform maintenance, update the Site, or for any other reasons World Book deems appropriate. To the extent that World Book provides links to other web sites or resources ("*Third-Party Materials*"), the providers of such Third-Party Materials may provide technical support of such Third-Party Materials, restrict the use of such Third-Party Materials or limit the availability of such Third-Party Materials for any reason.

Charges and Payment

You shall pay to World Book or World Book's authorized distributor, as appropriate, all invoiced fees and charges due hereunder within thirty (30) calendar days of your receipt of an invoice. You agree to pay all attorney and collection fees arising from efforts to collect any past-due amounts from you to the extent allowed by law.

Changes and Notifications

World Book may, at any time, change the Site and/or the Content thereof, the Terms and Conditions of Use or the Privacy Policy. A summary of the changes will be provided to you in the "Subscriber News" section of the Site. If you find any change World Book makes to be unacceptable, you may cease using the Site and terminate this Agreement in accordance with its terms. Your continued use of the Site after the effective date of a change constitutes your continued acceptance of the Agreement and the Site, as changed.

It is your responsibility to check the "Subscriber News" section weekly and review any changes made. World Book may, at its discretion, supplement the above notices: (1) by putting a pop-up notice on your screen when you access the Site; (2) by sending you a letter or e-mail; or (3) utilizing any other reasonable means.

If World Book needs to contact you regarding your account, World Book may do so by postal mail or e-mail. If you need to contact World Book concerning the Site or your account, you may contact World Book at sub.questions@worldbookonline.com.

Except as specifically set forth herein, the terms of this Institutional and Business Subscription Agreement shall not be modified or amended without the mutual written consent of both parties.

Term and Termination

The initial term of this Agreement shall be for the period of one (1) year from the date your access to the Services is activated by World Book.

Either you or World Book may terminate this Institutional and Business Agreement and your access to or use of the Services for any reason at any time by giving the other party notice of termination in writing. Such termination shall be effective upon receipt of the notice. World Book may terminate this Institutional and Business Agreement and your or your Authorized Users' access to or use of the Services without notice for any conduct by you or your Authorized Users that World Book believes in its sole discretion violates this Agreement, interferes with other users' use of the Site, or is otherwise inappropriate. Upon termination, your license to use the Services automatically terminates. In the event that this Agreement is terminated by World Book for cause or by you for any reason, any fees or charges paid by you to World Book pursuant to this Agreement will not be refunded or prorated. Those Sections that should by their nature survive termination or expiration of this Institutional and Business Agreement, shall survive such termination or expiration. If you terminate this Agreement, you may not have access to the

Services, but you will still be subject to the Terms and Conditions of Use and Privacy Policy as long as you use the Site in any way.

Subscription Renewal

This Agreement shall automatically renew for successive additional terms of no more than one (1) year each upon World Book's receipt from you of a valid purchase order or other form of payment approved by World Book to extend the term of this Agreement. If no valid payment is received and/or accepted by World Book prior to the termination of this Agreement, this Agreement will automatically terminate at the end of the then-current term.

General

Each of us agrees that:

1. this Institutional and Business Subscription Agreement (together with any attachments hereto), the Terms and Conditions of Use and the Privacy Policy, constitute the entire agreement between World Book and you, and supersede all previous written and oral agreements between the parties with respect to the Services;
2. subject to the terms of this Agreement, all information exchanged between you and World Book while you are using the Site is not confidential and shall in no way create a confidential relationship with World Book;
3. any terms varying from or adding to this Agreement in any communication from you are void;
4. except as expressly provided herein, you are not granted any license in this Agreement to use any of World Book's trademarks, patents, copyrights, trade secrets, or other intellectual property rights;
5. except for actions for intellectual property violations, neither party will bring a legal action related to this Agreement more than two (2) years after a cause of action arises;
6. if any provision of this Agreement is determined to be invalid, all other provisions shall remain in force;
7. the failure of either party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision, unless such waiver is in writing and signed by the party waiving its rights;
8. nothing contained in this Agreement will be construed to prevent World Book from complying with law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by World Book with respect to such use; and
9. you may not assign your rights or obligations or delegate or subcontract your rights or obligations under this Agreement to any third party. Any act in derogation of the foregoing is void.

By signing this Agreement you acknowledge that you have read, understood and agree to be bound by this Agreement and to comply with all applicable U.S. laws and regulations.

SUBSCRIBER

WORLD BOOK, INC.

X: _____

X: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____