

CCLC LICENSE APPENDIX C

ALEXANDER STREET CUSTOMER LICENSE AGREEMENT

1 **THE PARTIES:** "Customer" means the person(s) and/or organization that have ordered or are taking a trial of the Product(s) as listed in Appendix B. The location listed in Appendix A is the "Site." "ASP" means Alexander Street Press, LLC, whose registered offices are situated at 3213 Duke Street, Alexandria, Virginia 22314. "IP" means the owners of copyright in the original materials that form part of the Product(s).

2 **USER LICENSE:** This Agreement constitutes a non-exclusive, nontransferable license to use the Product(s) listed in Appendix B. The Product(s) include(s) the data, any accompanying search and retrieval software, the documentation, and any accompanying tapes or disks.

3. **AUTHORIZED USE:** Subject to the restrictions contained in Article 4 below, the Customer is hereby granted a non-exclusive license to use the Product(s) in way that is consistent with U.S. Fair Use Provisions and international law, and to make limited numbers of hard or electronic copies for research, education, or other non-commercial use only; for more extended use, the Customer must obtain prior consent in writing from ASP or the relevant IP.

The Customer's rights are limited to itself alone and do not extend to subsidiary or parent corporations, or to any other related or affiliated organizations. Any rights not expressly granted in this license are reserved to ASP.

3 **RESTRICTIONS:** The Customer may not decompile or reverse engineer the Product(s); modify or create a derivative work; remove, obscure, or modify copyright notices; sell, distribute or commercially exploit the Product(s); or transfer, assign or sublicense this license.

4 **AUTHORIZED USERS:** Authorized Users are the Customer's currently enrolled full- or part-time students, employees, faculty, staff, affiliated researchers, distance learners, visiting scholars, and walk-in patrons who are physically present at the Site. The Product(s) may be used by the licensed number of simultaneous users for which the Customer has paid.

5 **DELIVERY / ACCESS:** The Product(s) will be stored at one or more locations in digital form. If the Customer has paid for an annual Web subscription, Authorized Users will be granted access to these location(s). If the Customer has purchased perpetual access to the Product(s), ASP will provide the Customer with the data contained in the Product(s) on a CD-ROM or magnetic tape, which the Customer can either archive or load onto a local server to be accessed by the Customer's search and retrieval software.

6 **CUSTOMER SUPPORT:** ASP will offer reasonable levels of continuing support via email, phone or fax, during normal business hours, for feedback, problem-solving, or general questions. Any technical assistance that ASP may provide to the Customer is provided at the sole risk of the Customer. The Customer shall name one (1) technical support staff person (listed in Appendix A).

7 **PRICING AND TERM:** The price of the Product(s) and term of use are specified in a separate agreement letter and may, in the case of annual subscriptions, be renegotiated periodically. ASP will provide web access at the start of the term for which the Customer has paid the initial subscription fee. The term will be extended to all periods for which the Customer has paid. In the event that ASP and the Customer mutually agree to an updated version of this Agreement, the updated version shall replace this version. ASP reserves the right to cease offering the Customer the opportunity to renew a subscription.

8 **PRODUCT UPDATES:** The Customer will receive updates to the Product(s) for which the appropriate fee has been paid. If the Customer fails to comply with any of its responsibilities under this Agreement, the Customer may be denied any and all future updates, without precluding ASP from seeking any other remedies.

9 **PERFORMANCE:** ASP will use reasonable efforts to ensure that its servers have sufficient capacity and rate of connectivity to provide the Customer with a quality of service comparable to current standards in the online information provision industry in the Customer's locale. ASP will use reasonable efforts to provide continuous service with an average of 28 days of up-time per month. Scheduled down-time will be performed at low-usage times.

LIMITATION OF WARRANTIES AND LIABILITY: ASP warrants that any tape or disk licensed hereunder is free from defects in materials and workmanship under normal use. ASP will replace defective tapes and disks free of charge upon their return to ASP. This will be ASP's and the IP's entire liability with respect to this license. ASP and the IPs warrant and represent that they have the right to enter into this Agreement and to deliver the Product(s) "as is."

These warranties are in lieu of any and all other warranties, written or oral, express or implied,

including without limitation, warranties of merchantability of fitness for a particular purpose, all of which ASP disclaims. In no event will ASP be liable for more than the license fee paid (whether such liability arises from breach of warranty, breach of this contract or otherwise, and whether in contract or in tort, including negligence and strict liability).

10 **TERMINATION:** If the Customer breaches any term of this Agreement, ASP may, in addition to its other legal rights and remedies, terminate this license on 7 days written notice to Customer, if Customer has not remedied the breach within the 7 days. Upon any termination, the Customer will forthwith return to ASP the Product(s) and all copies thereof, and will erase all electronic storage of copies of the Product(s). Any termination, whether or not pursuant to this Article 12, will not affect any obligation or liability of a party arising prior to termination, and the provisions of Articles 12 will survive any termination.

11 **FORCE MAJEURE:** Neither ASP nor the IP will be responsible for any delay or failure in performance resulting from any cause beyond their control.

12 **APPLICABLE LAW:** This Agreement will be governed by and construed in accordance with the laws of California without giving effect to the principles of conflict of laws thereof, and to the extent permitted by applicable law, the

Customer consents to the jurisdiction of courts situated in Virginia in any action arising under this Agreement.

1 **DISPUTE RESOLUTION:** If any differences arise between the Customer and ASP relating to the meaning of this Agreement, the parties agree to resolve such differences through Arbitration or by any other means to which the two parties may agree.

2 **INDEMNIFICATION:** Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. This indemnity shall survive the termination of this Agreement.

3 **ENTIRE UNDERSTANDING:** This Agreement constitutes the entire understanding of the parties and supercedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

4 **AMENDMENT:** No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of the Customer and ASP.

5 **ENFORCEABILITY BY IP:** The IP retains its rights to enforce its trademarks, copyrights, patents, trade secrets and other rights against any violation thereof.

6 **SEVERABILITY:** If a term or condition of this Agreement is invalid or unenforceable, the remaining terms and conditions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law.

We, the undersigned, have read and agree to abide by the conditions contained in this Agreement.

CUSTOMER: SIGNED BY

Name (please print) : _____

Title: _____

Authorized Signature: _____

On behalf of: _____

Date: _____

ASP: SIGNED BY

Name Eileen Lawrence

Title Vice President of Sales and Marketing

Authorized Signature

On behalf of ALEXANDER STREET PRESS, LLC Date : **ALEXANDER**

STREET CUSTOMER LICENSE AGREEMENT Appendix A . The

Customer is: University of ****, located in City, State, USA. . The Site is:

The campuses of the University of **** located in City, State, USA. .

Authorized Users are the Customer's currently enrolled full-time or part-time students, employees, faculty, staff, affiliated researchers, distance learners, visiting scholars, and walk-in patrons who are physically present at the Site. Nominated technical support staff is

ALEXANDER STREET CUSTOMER LICENSE AGREEMENT Appendix B

The Product(s) will be listed here: