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AND TERMS & CONDITIONS  
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Passwords. Authorized Users shall be identified and authenticated by the use of usernames and passwords assigned by Licensee. Licensee shall be responsible for issuing and terminating passwords, verifying the status of Authorized Users, providing lists of valid passwords to Licensor and updating such lists on a regular basis.

Referring URL. Authorized Users shall be identified and authenticated by means of referring URL or proxy server.

Developing Protocols. Authorized Users shall be identified and authenticated by such means and protocols as may be developed during the term of this Agreement.

## **VII. Specific Restrictions on Use of Licensed Materials**

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Commercial Purposes. Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

## **VIII. Licensor Performance Obligations**

Availability of Licensed Materials. Within 30 days, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.

Documentation. Licensor will provide and maintain help files and other appropriate user documentation.

Support. Licensor will offer activation or installation support, including assisting with the implementation of any Licensor software. Licensor will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials. Licensor will make its personnel available by email, phone or fax 8:30 a.m. to 5:30 p.m. Eastern Time Monday-Friday for feedback, problem-solving, or general questions.

## **IX. Licensee Performance Obligations**

Provision of Notice of License Terms to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

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Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party. Licensee shall also maintain the confidentiality of any institutional passwords provided by Licensor.

#### **X. Mutual Performance Obligations**

Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

Implementation of Developing Security Protocols. Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

#### **XI. Term**

The Term of this Agreement shall be one (1) year, commencing on the Effective Date. Sections 5-12 of this Agreement will survive any expiration, cancellation or termination of this Agreement.

#### **XII. Renewal**

This Agreement shall be renewable at the end of the current term for a successive one-year term unless either party gives written notice of its intention not to renew thirty days before expiration of the current term.

#### **XIII. Early Termination**

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) days, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause online access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

In the event of early termination permitted by this Agreement, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

#### **XIV. Perpetual Electronic Ownership Rights Option**

In the event Licensee chooses to exercise this purchase option, Licensor hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials contained within those journals and / or Online Editions. Perpetual Rights are offered with the CQ Researcher Online, CQ Weekly Online and the Online Edition: Historic Documents. Perpetual Rights are granted to the back files that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

**Billing:** Licensee shall be billed a one-time fee for the ownership option. Perpetual Rights one-time fee is on a per-campus basis, so schools with multiple campuses will need to pay the one-time fee for the back file on a per campus basis, unless negotiated in advance for a shared perpetual fee cost. Annual fees apply if Licensee elects to continue to receive annual data updates. The annual subscription fee for electronic access is subject to increases not to exceed 5% for CQ Researcher and 7% for CQ Weekly, so long as the terms run concurrent with no lapse in the subscription.

## **XV. Warranties**

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

## **XVI. Limitations on Warranties**

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.

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## **XVII. Indemnities**

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. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

## **XVIII. Assignment and Transfer**

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

## **XIX. Dispute Resolution**

If a dispute arises out of or relates to this Agreement or its breach (with the exception of rights to injunctive relief with respect to Intellectual Property Rights and obligations with respect to confidentiality), and the parties have not been successful in resolving the dispute through direct negotiation, then (i) the dispute shall be resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, (ii) any judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction, (iii) the location of the arbitration shall be the District of Columbia, USA, and (iv) the parties shall have the right to take

discovery of the other party by any method allowed by the Federal Rules of Civil Procedure. The arbitrator(s) shall each be a natural person who has never been employed (either as an employee or as an independent consultant) by either of the parties, or any parent, subsidiary or affiliate thereof. The arbitrator(s) may upon request exclude from in the arbitration proceeding any evidence not made available to the other party pursuant to a proper discovery request. The arbitrator(s) shall issue a reasoned award. The cost of the arbitration shall be borne equally by the parties pending the award. Upon the decision of the arbitrator(s), the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs. The parties, their representatives, other participants, the arbitrator(s) and the administrator(s) of the arbitration shall hold in confidence the existence, content and outcome of the arbitration.

#### **XX. Entire Agreement**

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

#### **XXI. Amendment**

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

#### **XXII. Severability**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### **XXIII Waiver of Contractual Right**

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

#### **XIV. Notices**

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within 10 days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

#### **XV. Governing Law**

Laws will be governed by the State listed under the Licensee signature on the signature page.

**SIGNATURE PAGE**

**ACCEPTED AND AGREED:**

**CQ Press**

**LICENSEE**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**State:** \_\_\_\_\_