

GeoScienceWorld eBooks Subscriber License Agreement

THIS LICENSE AGREEMENT, entered into as of this ____ day of _____, _____ (hereinafter referred to as “Subscriber”) and GeoScienceWorld, with offices at 8200 Greensboro Drive, Suite 900, Mclean, Virginia 22012, U.S.A., provides for use by Subscriber of the Licensed Material, as described herein, under a limited, non-exclusive license; for a fee; and subject to the terms and conditions set forth below.

Definitions

The terms defined herein when used with initial capitalization will, for all purposes of this License Agreement, have the meanings herein specified, unless the context expressly or by necessary implication otherwise requires, and such meaning will apply whether a term is in singular or plural:

- “Authorized Site” means the location of Subscriber composed of a single institution or organization within a single metropolitan or contiguous geographic area for which Subscriber requests designation as the site from which Subscriber and Authorized Users are permitted to access the Licensed Material. The IP Address for said Authorized Site for purposes of this License Agreement is set forth in Schedule A.
- “Authorized Users” means those persons officially affiliated or registered with Subscriber as specified in Section 2.
- “Commercial Use” means use for the purposes of monetary reward (whether by or for the Subscriber or an Authorized User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Material, even if by a nonprofit, tax-exempt, or governmental entity. Recovery of direct and indirect cost by the Subscriber from Authorized Users, or use by the Subscriber or by an Authorized User of the Licensed Material in the course of research funded by a commercial organization, is not deemed to constitute Commercial Use.
- “COUNTER” means “Counting Online Usage of Networked Electronic Resources”, which is an international nonprofit initiative designed to serve librarians, publishers and intermediaries by facilitating the recording and exchange of online usage statistics. (For more information, see: <http://www.projectcounter.org>.)
- “Electronic Reserve” means an electronic or other collection of chapters, or other materials from different copyrighted sources compiled for a specific course or series of instruction by an Authorized User of the Subscriber.
- “Fee” means the fee set out in Schedule B, and as adjusted as provided in Schedule B, or in new Appendices to this License Agreement that may be agreed to in writing from time to time by the parties to this License Agreement.
- “GeoScienceWorld eBooks Complete Collection” means an electronic aggregation of the full texts of books and related publications in the geosciences, protected by trademark and copyright, under the terms of electronic publishing rights granted to GSW by the publishers and owners of said publications.

- “GSW” means GeoScienceWorld, a nonprofit organization with offices at 8200 Greensboro Drive, Suite 900 McLean, Virginia 22102, U.S.A.
- “GSW Web Site” means ebooks.geoscienceworld.org, or the Web site operated by GSW to provide online access to the Licensed Material and to other information and links of interest to researchers in the geological and earth sciences.
- “IP Address” means the Subscriber’s unique numeric identifier for a computer or device on a TCP/IP Network, and “TCP/IP Network” means transmission control protocol/Internet protocol, which is the basic communication language or protocol of the Internet.
- “Licensed Material” means the GeoScienceWorld Ebooks Complete Collection . A list of Licensed Material for purposes of this Agreement is set forth in Schedule C.
- “Secure Network” means a network which is accessible to Subscriber’s Authorized Users and whose conduct is regulated by Subscriber.
- “Subscription Period” means the initial and any renewal period of Subscriber’s paid subscription to the Licensed Material as further described in Section 11.1 .
- “Usage Tracking System” means an automated tracking system for recording the online usage of Subscriber and its Authorized Users, as well as other subscribers and users.
- “Walk-in Users” means persons who are not officially affiliated with Subscriber, but who are occasional users of Subscriber’s library or information service and Secure Network, and who are permitted to access said Secure Network from computer terminals within Subscriber’s location only. Any payment of a fee to Subscriber by a person in order to be a Walk-in User is deemed not to constitute Commercial Use unless otherwise required by local law or regulation.

1. Agreement

- 1.1 GSW grants Subscriber the non-exclusive and non-transferable right to allow Subscriber’s Authorized Users to gain online access to the Licensed Material, subject to the terms and conditions of this License Agreement, and to Subscriber’s acceptance of any adjustment to the Fees which may be made from time to time by GSW.
- 1.2 Said access to the Licensed Material during the Subscription Period includes all content licensed by the Subscriber from the GeoScienceWorld eBooks Collections, per the attached Schedules and any executed Addenda, for the duration of the subscription and active renewal terms. Perpetual access to eBook Content, or access following Termination, is not granted under terms of this Agreement.
- 1.3 Said access will be only from Subscriber’s Authorized Site and IP Address, as such are listed in Schedule A or as indicated in writing to GSW, and via a Secure Network maintained by or on behalf of Subscriber, to the GSW Web Site and server(s) maintained by or on behalf of GSW. Subscriber and its Authorized Users will use the Licensed Material only in accordance with the Permitted Uses and Prohibited Uses provided for in Sections 3 and 4, respectively. Subscriber agrees to pay the Fee for each Subscription Period as provided for in Sub-section 6.6 and Schedule B.

2. Authorized Users

- 2.1 The persons described below will be deemed to be Authorized Users for purposes of this License Agreement. If Subscriber is:
- 2.1.1 an ACADEMIC INSTITUTION (a degree-granting public or private institution with an educational purpose), Authorized Users are full- and part-time faculty and other teaching staff (including temporary or exchange faculty for the duration of their assignment), full- and part-time library, research, technical and administrative staff; persons officially registered with the institution as full- or part-time students, consultants under contract with the Subscriber (during the term of such contracts), Walk-In Users and other currently registered library users who maintain an official affiliation with the subscribing institution;
 - 2.1.2 a GOVERNMENT AGENCY (a Federal, state, or local agency, or its equivalent), Authorized Users are full- and part-time employees and consultants under contract with the Subscriber (during the term of such contracts) and Walk-in Users;
 - 2.1.3 a PUBLIC LIBRARY (a publicly-funded facility serving the public), Authorized Users are full- and part-time employees, Walk-in Users and registered borrowers;
 - 2.1.4 a CORPORATION (a publicly- or privately-held corporation or unincorporated entity engaged in business, commerce, or industry, and subject to corporate income tax, or in the case of self-employed persons, subject to personal income tax), Authorized Users are full- and part-time employees and consultants under contract with the Subscriber (during the term of such contracts); or
 - 2.1.5 a NOT-FOR-PROFIT CORPORATION OR ORGANIZATION (a society, association, or other membership organization, or a research institute, exempt from corporate income tax), Authorized Users are full- and part-time employees, consultants under contract with the Subscriber (during the term of such contracts), and Walk-In Users.
- 2.2 Authorized Users also include persons affiliated with remote sites of Subscriber as specified in Schedule A, provided such persons will work from, or otherwise maintain affiliation with, these access sites.
- 2.3 Persons at any entity related to or affiliated with Subscriber, but not a part of Subscriber, will not be deemed “Authorized Users” without GSW’s express consent.

3. Permitted Use

- 3.1 The Subscriber may, subject to Section 4 (Prohibited Uses):
- 3.1.1 Allow Authorized Users (including Walk-in Users, if any) to have access to the Licensed Material via the Secure Network. The number of concurrent Authorized Users permitted to access the Licensed Material online is unlimited.
 - 3.1.2 Make temporary (less than 24 hours) local electronic copies by means of caching of all or part of the Licensed Material as is necessary to ensure efficient use by Authorized Users, provided that such use is subject to all the terms and conditions of this License Agreement and does not

- result in the making available to Authorized Users or other persons of duplicate copies of the Licensed Material.
- 3.1.3 Download and print one copy of each eBook chapter for personal use and archive contents on their own personal computers.
 - 3.1.4 Send one copy of an eBook chapter by email, hard copy, or fax to one person in the Customer's campus/institutional network at another location for that individual's personal use.
 - 3.1.5 Distribute a copy of individual eBook chapters in print or electronic form to Authorized Users.
 - 3.1.6 Use a persistent URL, or durable URL, to an eBook chapter for courses of instruction offered by the Customer, where access is restricted to students enrolled in the course, to instructors, and to library staff maintaining the link, and such access is limited to the duration of the course. Each item should carry an appropriate acknowledgment of the source, copyright, and publisher, and the links to such items shall be deleted by the Purchaser when they are no longer required for such purpose.
 - 3.1.7 Supply to an authorized user of another library (whether by post, fax or secure electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing) a single copy of an electronic original of an individual eBook chapter.
 - 3.1.8 Place selected listings and notices on the campus network to inform users of availability.
 - 3.1.9 Display, download or print the Licensed Material for the purpose of internal promotion or testing, or for training Authorized Users.
- 3.2 Subscriber will take all customary and reasonable actions to inform Authorized Users that they may, subject to Section 4:
- 3.2.1 Search, view, retrieve and display the Licensed Material.
 - 3.2.2 Electronically download and save parts of the Licensed Material for personal use.
 - 3.2.3 Print single copies of parts of the Licensed Material.
 - 3.2.4 Incorporate parts of the Licensed Material in Electronic Reserves for the use of Authorized Users in the course of instruction, or research, and create multiple copies of a discrete excerpt from the Licensed Material for classroom instruction use or for research purposes, consistent with existing "fair use" law and regulation, and provided that each such copy carries appropriate acknowledgment of the title and author of the material, and its source (publication title, volume, issue, date), publisher, and copyright, and further provided that each electronic copy of such items are deleted when no longer required for such purpose.
- 3.3 Nothing in this License Agreement in any way excludes, modifies or affects anything Subscriber or any Authorized User is allowed to do in respect of any of the Licensed Material consistent with existing "fair use" law, defined by the U.S. Copyright Code of 1976 (17 U.S.C. § 105-107) and international copyright conventions.

Regarding section 3. above, if the Customer becomes aware of unauthorized access to GSW products or platforms it will notify GSW immediately and will cooperate in locating and attempting to stop the specific individuals who are abusing the service. If the specific abuser(s) cannot be identified or stopped, GSW has the right to withhold, suspend, or terminate access to any or all purchased content, without liability.

4. Prohibited Uses

- 4.1 Use of the Licensed Material by Subscriber and Subscriber's Authorized Users is subject to the prohibited uses below:
 - 4.1.1 Neither Subscriber nor Authorized Users may remove or alter the authors' names, copyright notices, trademarks, or other means of identification or disclaimers as they appear in the Licensed Material.
 - 4.1.2 Neither Subscriber nor Authorized Users may mount or distribute any part of the Licensed Material on any electronic or other data network including, without limitation, the Internet and the World Wide Web, other than through a Secure Network and as provided for in Sub-section 3.1.1.
 - 4.1.3 Neither Subscriber nor Authorized Users may systematically make print or electronic copies of multiple extracts of the Licensed Material for any purpose other than temporary caching as permitted in Sub-section 3.1.2 and 3.2.4.
 - 4.1.4 Neither Subscriber nor Authorized Users may disseminate content from GSW outside the campus or institution by any means, except as noted above in Section 3.
 - 4.1.5 Neither Subscriber nor Authorized Users may transmit the digital source code, whether plain ASCII or tagged.
 - 4.1.6 Neither Subscriber nor Authorized Users may use contents from GSW in course packs offered for sale.
 - 4.1.7 Neither Subscriber nor Authorized Users may systematically download content by robots or other.
 - 4.1.8 Neither Subscriber nor Authorized Users may burden server(s) with activities, such as computer programs, that automatically download content, commonly known as web robots, spiders, crawlers, wanderers, or accelerators. If there is evidence that such unauthorized activities have taken place, the Customer will be contacted, and access to the offending IP address(es) may be blocked if a prompt resolution is not achieved. No refunds or credits will be given for time without access as a result of such activities.
 - 4.1.9 Neither Subscriber nor Authorized Users remove, cover, overlay, obscure, block, or change any copyright notices, legends, or terms of use; or modify or create a derivative work of any content without the prior written permission of the copyright holder.
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 - 4.2.2 Systematically make available or distribute the whole or any part of the Licensed Material to anyone other than Authorized Users.
 - 4.2.3 Publish, distribute or make available the Licensed Material, works based on the Licensed Material or works that combine the Licensed Material with any other material, other than as permitted in this License Agreement.
 - 4.2.4 Alter, abridge, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible to Authorized Users on a computer screen or as otherwise permitted in this License Agreement.

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- 5.1 GSW's rights to publish electronically and distribute online the contents of the Licensed Material in accordance with this License Agreement are granted to GSW by the owners and copyright holders of the publications included in the Licensed Material. No provision of this License Agreement conveys any ownership interest in or to the Licensed Material, in whole or in part, to Subscriber or Authorized Users. Title, as well as applicable copyrights, patents, trademarks, trade secrets or other intellectual property rights in and to the materials in the Licensed Material are, and remain the property of copyright claimants, as applicable.
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- 5.3 Materials in the Licensed Material are from copyrighted publications of the respective copyright claimants. Subscriber and Authorized Users are referred to the publication data appearing in bibliographic citations, as well as copyright notices appearing in original publications. Subscriber and Authorized Users are advised that consultation with legal counsel regarding copyright laws prior to the use of certain material contained in the Licensed Material may be appropriate.

6. Subscriber's Obligations

- 6.1 Subscriber will be responsible for installation, costs, operations and maintenance of a communications link and equipment, software and systems necessary to access online the Licensed Material at the GSW Web Site via Subscriber's Secure Site. This responsibility includes the Subscriber's Administrator maintaining Subscriber's list of valid IP Addresses for access control as maintained at the GSW Web Site.

- 6.2 Subscriber will be responsible for communication and any other costs incurred by any Authorized User connecting to the GSW Web Site through Subscriber's IP Address as set forth in Schedule A, and as may be changed from time to time by Subscriber's written notice to GSW.
- 6.3 Subscriber will use reasonable efforts to ensure that only Authorized Users are permitted access to the Licensed Material. Subscriber will be responsible for the issuance, confidentiality and security of the identification password(s) that may be issued by Subscriber to Authorized Users, and will give prompt notice to GSW of any known or suspected breach of confidentiality or security with respect thereto. Subscriber agrees that allowing access to the Licensed Material to persons who are not Authorized Users constitutes a material breach of this License Agreement if the Subscriber knew or reasonably should have known that such person was not an Authorized User.
- 6.4 Subscriber will use its best reasonable efforts to ensure that Authorized Users are notified of the importance of respecting the intellectual property rights in the Licensed Material and of the sanctions that may be imposed or claims that may be made for failing to do so, and that Authorized Users are notified of and comply with the terms and conditions of this License Agreement and any and all user guidelines or restrictions provided by GSW from time to time. Except as provided for in Sub-section 10.8, nothing in this License Agreement will make the Subscriber liable for breach of the terms of the License Agreement by any Authorized User provided that the Subscriber did not cause, knowingly assist, or condone the continuation of such breach after becoming aware of an actual breach having occurred. The Subscriber will, immediately on becoming aware of any unauthorized use or other breach, inform GSW and take reasonable steps, including appropriate disciplinary action as consistent with local policies, both to ensure that such activity ceases and to prevent any recurrence.
- 6.5 Subscriber will designate the following persons to be available to GSW on a routine and expedited basis during normal business hours when necessary:
- 6.5.1 a System Administrator, for the purpose of resolving technical questions and matters, and
 - 6.5.2 a Subscription Administrator, for purposes of resolving questions and matters related to this License Agreement, including but not limited to Fees and payments.
- 6.6 Subscriber will, in consideration for the rights granted under this License Agreement, pay the Fee in US dollars for its subscription access to the Licensed Material in accordance with Section 1 within 30 days of receipt of GSW's invoice for each Subscription Period including the initial term and, if applicable, each subsequent renewal term. For multi-year Subscription Periods, invoicing may be annual or as otherwise agreed. In the event that Subscriber fails to make prompt payment, GSW reserves the right to deny access to the Licensed Material until such time as Subscriber's account is made current. Subscriber will be responsible for the payment of all taxes, or other related fees incurred in connection with this License Agreement.

7. GSW's Obligations

- 7.1 Subject to Section 8, below, GSW will make available online access to the electronic copy of each publication included in the Licensed Material promptly after it is made available to GSW from publisher or other source. Such electronic copies will be produced by GSW in a format and in accordance with standards determined by GSW.
- 7.2 GSW will use its reasonable best efforts to ensure that the GSW server(s) have adequate capacity to support the usage of the Subscriber and its Authorized Users at a level commensurate with the standards of access to information services of similar scope operating via the World Wide Web, as such standards may evolve over the term of this License Agreement.
- 7.3 GSW will use reasonable efforts to make the Licensed Material available to the Subscriber and its Authorized Users at all times and on a twenty-four hour basis, except during routine maintenance and down-time, and to restore access to the Licensed Material as soon as reasonably possible in the event of an interruption or suspension of the service. GSW will make a reasonable effort to notify Licensee of scheduled downtime at least 24 hours in advance. In the event of an interruption or suspension of service lasting more than 72 consecutive hours, the Subscriber's then-current Subscription Period will be extended by an equal number of hours at no charge.
- 7.4 GSW reserves the right at any time to withdraw from the Licensed Material any item or part of an item for which it no longer retains the right to publish electronically, or which it has reasonable grounds to believe infringes copyright or is unlawful.
- 7.5 GSW will ensure that an electronic archive of all Licensed Material is maintained by GSW and/or by one or more depositories.
- 7.6 GSW, directly or through authorized parties, will provide to the Subscriber and its Authorized Users online user technical support by telephone and email during normal business days and hours.
- 7.7 At the sole discretion of GSW, GSW may use the staff, resources, proprietary systems and services of competent other parties under agreement with GSW in order for GSW to fulfill its obligations as specified in this Section 7.
- 7.8 GSW will keep confidential and secure any confidential information of Subscriber, and will give prompt notice to Subscriber of any known or suspected breach of confidentiality or security with respect thereto.
- 7.9 GSW will maintain a record of the Subscriber's IP Address and work with GSW to facilitate online access by Subscriber and its Authorized Users to the Licensed Material on or before the date of commencement of the initial Subscription Period and continuing through any renewal thereof.
- 7.10 GSW will provide to the Subscriber customer support by telephone and email during normal business days and hours.

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9. Usage Information and Reports

- 9.1 GSW will maintain a Usage Tracking System. Subscriber will permit GSW to collect the Subscriber's and its Authorized Users' online usage data exclusively for GSW's and Subscriber's use. Such usage information will be compiled and maintained in a manner consistent with applicable privacy laws, and the anonymity of individual users and the confidentiality of their searches will be fully protected.
- 9.2 GSW will put forth reasonable best efforts to ensure that the Usage Tracking System complies in all material respects with "Release 1" of the "Code of Practice" of COUNTER, and with subsequent releases when applicable and practical, and will make available to the Subscriber the set of basic usage reports identified in said code as "Level 1", and "Level 2" when applicable and practical.
- 9.3 GSW will maintain the security of the Usage Tracking System and will permit access to the Subscriber's and its Authorized Users' usage data only by persons authorized in writing by the Subscriber, and by representatives of GSW in GSW's ordinary course of business. All access to reports in the Usage Tracking System by the Subscriber will be controlled by use of a confidential password and ID, to be assigned by Subscriber in consultation with and upon notice to GSW.

10. Limited Warranties, Limited Liabilities and Indemnifications

- 10.1 Subscriber represents and warrants that it has the complete right and authority to enter into this License Agreement by and on behalf of Subscriber. GSW represents and warrants that it has the complete right and authority to enter into this License Agreement by and on behalf of GSW.
- 10.2 GSW warrants to the Subscriber that Subscriber is duly licensed to use, in accordance with the terms and conditions hereof, the Licensed Material and that GSW further warrants the Licensed Material, if used as contemplated in this License Agreement, does not knowingly infringe upon any copyright or other proprietary or intellectual property rights of any natural or legal person.

- 10.3 GSW will not be responsible for any claim, loss or liability attributable to errors, inaccuracies or other defects in the Licensed Material or any part thereof whether arising from any intentional act or omission or (to the maximum extent permitted by relevant laws) any negligence or otherwise, and THE PARTIES EXPRESSLY EXCLUDE ANY LIABILITY FOR BREACH OF ANY IMPLIED OR EXPRESS WARRANTY AS TO TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GSW WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF USE OF ANY OF THE LICENSED MATERIAL. Subscriber agrees that GSW's maximum liability to Subscriber and any of Subscriber's Authorized Users, and the exclusive remedy related thereto, will in no event exceed an amount equal to the Fee paid by Subscriber to GSW for the then-current Subscription Period, or, if such Subscription Period is more than 12 months, the 12-month pro rata portion of the Fee.
- 10.4 As a consequence of factors affecting computerized communications, which are beyond GSW's reasonable control, no guarantee of performance is made or implied for any person's online use of the Licensed Material through the Internet or other transmission modes. In the event that Subscriber requires greater surety of access, GSW may arrange for Subscriber to have dedicated circuit access to the GSW Web Site through a telecommunications carrier for an additional charge to be determined. ALTHOUGH DUE CARE IS USED IN PREPARING THE LICENSED MATERIAL, GSW MAKES NO WARRANTIES THAT ONLINE ACCESS WILL BE UNINTERRUPTED OR THAT THE LICENSED MATERIAL WILL MEET SUBSCRIBER'S REQUIREMENTS, OR THAT THE CONTENT IS ACCURATE OR COMPLETE, OR THAT THE RESULTS OBTAINED BY ANY USERS WILL BE ERROR FREE. GSW FURTHER MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB OR OTHER SUCH COMPUTER PROGRAM. SUBSCRIBER HEREBY ACKNOWLEDGES THAT USE OF THE GSW WEB SITE AND LICENSED MATERIAL IS AT SUBSCRIBER'S SOLE RISK. NO EMPLOYEE OR REPRESENTATIVE OF GSW IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS LICENSE AGREEMENT.
- 10.5 EXCEPT AS PROVIDED UNDER THE INDEMNITY OF SUB-SECTION 10.8 OF THIS LICENSE AGREEMENT, GSW WILL NOT BE LIABLE TO SUBSCRIBER, AUTHORIZED USERS OR ANY THIRD PARTY FOR LOSS OF PROFITS, LOSS OF USE, OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, EVEN IF THEY ARE AWARE OF THE POSSIBILITY THEREOF. Subscriber agrees that GSW's maximum liability to Subscriber and any of Subscriber's Authorized Users, and the exclusive

remedy related thereto, will in no event exceed an amount equal to the Fee paid by Subscriber to GSW for the then current Subscription Period, or, if such Subscription Period is more than 12 months, the 12-month pro rata portion of the Fee. .

- 10.6 No employee or representative of GSW will be liable for assistance provided to an Authorized User in performing research using the Licensed Material and any such assistance received from such persons will be solely at the Authorized User's risk.
- 10.7 Any cause of action concerning this License Agreement or the Licensed Material must be commenced within one year after such cause of action has accrued.
- 10.8 GSW agrees to indemnify Subscriber, and its directors and officers, from and against any and all liability, damages, loss or expense (including reasonable attorney's fees) arising from any claim, action or proceeding based upon or arising out of any actual or alleged infringement upon, violation or misappropriation by GSW of any third party's proprietary rights, including copyright, patent, trademark and trade secret, in consequence of the authorized use of the Licensed Material under this License Agreement. Subscriber agrees to indemnify GSW, and its directors and officers, from and against any and all liability, damages, loss or expense (including reasonable attorney's fees) arising from any claim, action or proceeding based upon or arising out of any actual or alleged infringement upon, violation or misappropriation by Subscriber or by Subscriber's Authorized Users of any third party's proprietary rights, including copyright, patent, trademark and trade secret, in consequence of the use of the Licensed Material under this License Agreement.

11. Term and Termination

- 11.1 This License Agreement will become effective on the date first set forth above and shall continue for an initial Subscription Period of one (1) year(s) unless otherwise specified in Schedules to this Agreement. Unless terminated sooner in accordance with the terms of Sub-section 11.2 or allowed to expire (upon tender of 120 days written notice given by any party hereto to the others), this License Agreement will be renewed automatically for successive one year terms, subject to applicable adjustment to the Fee and acceptance by the Subscriber of any such adjustment. Subscriber's paid online access to the Licensed Material will be for the initial Subscription Period specified in Schedule B, and will continue for any renewal or extension thereof, subject to the terms of this Licensing Agreement.
- 11.2 This License Agreement will be terminated if any party hereto gives written notice to the others in the following circumstances:
 - 11.2.1 The Subscriber defaults in making payment of the Fee in accordance with Sub-section 6.6 and fails to remedy such default within 30 days of notification in writing by GSW.

- 11.2.2 Any party hereto commits a material or persistent breach of any term of this License Agreement and fails to remedy the breach (if capable of remedy) within 30 days of notification in writing by any other party.
- 11.2.3 Any party hereto becomes insolvent or becomes subject to receivership, liquidation or similar external administration.
- 11.3 On termination of this License Agreement all rights and obligations of the parties hereto automatically terminate except as provided in Section 11.4.. In the event of termination by either party prior to the end of the initial or any renewal Subscription Period without cause on 120 days notice as provided in Section 11.1, any prepaid Fees will be refunded on a pro rata basis, less an administrative fee equal to three months of Fees.
- 11.4 Sections 10.3, 10.5, 10.7, 10.8, 12.5, 12.7, and this Section 11.4 will survive termination of this Agreement.

12. General

- 12.1 Entire Agreement: This License Agreement, and the Exhibits, Schedules and Appendices attached thereto, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, or written documents. This License Agreement may be modified only by mutual approval and by an instrument in writing duly executed by all parties. If any one or more of the provisions of this License Agreement is, for any reason, held to be unenforceable by a court or administrative agency, the remaining terms and conditions hereof will remain in full force and effect. Any provision to this License Agreement may be waived at any time by a written acknowledgment signed by the party entitled to the benefit of such provision. Any such waiver by a party on a specific occasion and with regard to a specific provision will not be construed as a waiver of the same or any other provision.
- 12.2 Notices: All notices provided for herein will be in writing and will be deemed to have been given (a) when delivered personally; (b) when sent by confirmed telex or facsimile; (c) three business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth in Schedule D or to any other addresses, which may be provided in writing by the parties pursuant to this provision.
- 12.3 Assignment: This License Agreement and all rights and obligations hereunder will not be assignable, sub-licensed, or otherwise transferred by Subscriber without the prior written consent of GSW. All of the terms and conditions of this License Agreement will be binding upon and inure to the benefit of and be enforceable by the parties and their respective heirs and successors. Except as expressly stated, nothing in this License Agreement will be deemed to confer any benefit upon any person or entity that is not a party to this License Agreement.

- 12.4 Force Majeure: No party will be deemed in default of this License Agreement to the extent that performance of its obligations or attempts to cure any breach (other than failure to comply with payment obligations) are delayed or prevented by unforeseen circumstances or circumstances beyond its control, including without limitation, war, strikes, civil disturbances, natural disasters or acts of God (“Force Majeure”), provided that such party gives the other party written notice thereof promptly and in any event. In the event of such a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure plus 30 days.
- 12.5 Governing Law: This License Agreement will be interpreted and enforced according to and consistent with the laws of the Commonwealth of Virginia, United States, without giving effect to the principles of conflict of law thereof.
- 12.6 Expenses of the Parties: Except as otherwise provided by this License Agreement, the parties hereto will each pay their own legal, accounting, administrative and other costs incurred in connection with this License Agreement.
- 12.7 Resolution of Controversy or Claim: The parties agree that any controversy or claim arising out of or relating to this License Agreement, or the breach thereof, will be settled as follows: (a) by a good faith effort by the parties to reach a mutually acceptable settlement in a timely and economical manner, or if such settlement is not achieved by such effort within 30 days, (b) by mediation conducted by an impartial professional mediator acceptable to both parties (at an expense shared equally), or if such settlement is not achieved by such process within 30 days, (c) by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any such mediation and/or arbitration shall take place in Alexandria Virginia. Judgment upon the award rendered by the arbitrator(s) may be entered into any United States court having jurisdiction thereof, and the parties agree that exclusive jurisdiction shall lie in State or federal court in Alexandria, Virginia.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be duly executed as of the date and year first written above.

Signed,

By the Subscriber:

By GeoScienceWorld:

Signature _____

Signature _____

Alexandra Vance
Executive Director

Schedule A. Authorized Site

The following site will constitute the Customer’s Authorized Site for purposes of this License Agreement:

[Specify site, which may include multiple sites of Customer within same metropolitan or contiguous area, e.g., main and satellite campuses of same university]

In the event that Customer acquires or merges with another entity or operates a new location during the term of this License Agreement, such entity or location will be deemed a separate additional site and may be subject to additional Fees.

The following IP Address(es) will constitute Customer’s IP Address(es) for purposes of this License Agreement:

[Specify IP Address(es)]

OR

Schedule A. Authorized Sites — Consortia or Multi-site Subscription

The following sites and IP Addresses will constitute Subscriber’s Authorized Sites and IP Addresses for purposes of this License Agreement:

Authorized Site (name of subscriber and address)	IP Address(es)
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[If this is a consortia append list here.]

Schedule B. Fee

The following amount is the Subscriber's Fee for the initial 12 months of the Subscription Period, subject to adjustment as provided below :

GeoScienceWorld eBooks Complete Collection

USD \$ _____ OR £ _____ OR € _____

For one-year Subscription Periods, GSW will notify the Subscriber of any adjustment in the Fee prior to each automatic renewal Subscription Period.

For multi-year Subscription Periods, (1) the Fee may be increased by GSW annually in an amount not to exceed 5% of the then-current Fee; and (2) the addition of publications to the Licensed Materials may also increase the Fee by an amount negotiated on an annual basis.

The list of countries and regions receiving developing countries discounts for GSW and GeoRef products is subject to periodic review, and this may result in accompanying changes to the Fee.

Schedule C. Initial eBooks Collection and/or Title List

The following list of publications constitutes the proposed initial title list for subscriptions, subject to the terms in Section 8 of this Agreement, *eBook Content Delivery*, and corresponding to the fees and terms set forth in Schedule B.

Titles listed below and time periods of inclusion may change from time to time at the discretion of GSW. For purposes of this agreement the guaranteed minimum number of titles to be conveyed as part of this subscription is equal to 90% of the total number of titles listed.

[Attach list of titles, including eISBN or similar identifier per GSW.]

Schedule D. Notices

The following addressees will apply to notices given by one party to the other for purposes of this License Agreement:

If to the Subscriber:	
Organization	
Attention	Name
	Position
Mailing Address	
Telephone	
Email	

If to GSW:		
Organization	GeoScienceWorld	
Attention	Name	Alexandra Vance
	Position	Executive Director
Mailing Address	8200 Greensboro Drive	
	McLean, VA 22102 USA	
Telephone	(800) 341-1851	
Email	vance@geoscienceworld.org ; gswinfo@geoscienceworld.org	