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VII. LICENSOR PERFORMANCE OBLIGATIONS

Continuous Service and Scheduled DownTime. Licensor shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up time per month. The 2% downtime includes scheduled maintenance and repair. Scheduled downtime will be performed at a time to minimize inconvenience to Authorized Users.

New Materials. This Agreement covers all tangible embodiments of the Licensed Materials product, including without limitation, the content resident therein, as well as documentation and regular and special updates and supplements if stipulated in the product description made available under this Agreement.

Notification of Modifications of Licensed Materials. Licensee understands that from time to time the Licensed Materials may be added to, modified, or deleted from by Licensor and/or that portions of the Licensed Materials may migrate to other formats. Licensor shall give prompt notice of any such

changes to Licensee. Failure by Licensor to provide such reasonable notice shall be grounds for immediate termination of the Agreement by Licensee.

Contract Precedence. For Authorized Users, this Agreement shall expressly supercede any click-through, click-on, or other user agreement appearing on the Licensor's site.

VIII. 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.

IX. TERM

This Agreement shall continue in effect for the term specified on Appendix A.

X. RENEWAL

XI. 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 30 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 30 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.

XII. PERPETUAL LICENSE

Except for termination for cause, Licensor hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials 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. Should Licensor no longer be able to provide access, Licensee shall receive upon request one (1) copy of the textual content of Licensed materials in electronic form.

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Licensor warrants that the Licensed Materials will perform in substantial compliance with the documentation and description of product content supplied. If you report a significant defect in performance in writing to Licensor, and Licensor is not able to correct same within sixty (60) days after its receipt of your notification, you may cancel the Licensed Materials license and request a refund.

Except for the 60-day Limited Warranty recited above, Licensor, its affiliates, licensors, suppliers and agents make no warranties, expressed or implied, with respect to the Licensed Materials, including without limitation the software or the data resident in the Licensed Materials, and specifically disclaim any warranty of merchantability or fitness for a particular purpose. In no event will Licensor, its affiliates, licensors, suppliers or agents, be liable to Licensee for any damages, including, without limitation, any lost profits, lost savings or other incidental or consequential damages, arising out of Licensee use or inability to use the Licensed Materials regardless of whether such damages are foreseeable or whether such damages are deemed to result from the failure or inadequacy of any exclusive or other remedy.

XIV. GOVERNING LAW

This Agreement shall be interpreted and construed according to, and governed by, the laws of New York. The federal or state courts located in Connecticut shall have jurisdiction to hear any dispute under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR:

BY: _____ DATE: _____

Signature of Authorized Signatory of Publisher

Print Name:

Title:

Address:

Telephone No.:

E-mail:

LICENSEE:

BY: _____ DATE: _____

Signature of Authorized Signatory of Licensee

Print Name:

Title:

Address:

Telephone No.:

E-mail:

APPENDIX A

Appendix to License Agreement between ABC-CLIO (Licensor) and _____ (Licensee)

an institution containing approximately _____ Authorized Users. Licensor may restrict usage beyond the population of authorized users herein listed.

Product name(s):

Fee:

Term: