

EXHIBIT D
BOOKS24x7.COM MASTER AGREEMENT

This Master Agreement is made by and between Books 24x7.com, Inc., a Massachusetts corporation, with its principal offices at 100 River Ridge Drive, Norwood, MA 02162 ("B24x7"), and _____ with its principal offices at _____ ("Subscriber"). In consideration of the promises and covenants contained herein, the parties hereby agree as follows:

1. **Grant.** Subject to the terms and conditions of this Agreement, Subscriber is licensed to use and access the subscriptions to B24x7's electronic library services (the "Services") set forth in the attached Subscription Services Order Form or by issuing a purchase order specifying the number and type of subscriptions desired. Each subscription will be for a license term of at least one year and may be longer as defined in the Subscription Services Order Form or purchase order as the Term. The Services may only be used by the number of "Authorized Users" licensed pursuant to the applicable Subscription Services Order Form or purchase order. For purposes of this Agreement, an "Authorized User" is any student of or consultant to, Subscriber who (i) is designated by Subscriber (ii) is authorized to use the facilities of Subscriber and (iii) agrees to terms and conditions substantially similar to that of the Membership Agreement posted on the Services (the "Membership Agreement").
2. **Incorporation by Reference to Membership Agreement.** The sections of the Membership Agreement, attached hereto as Exhibit A, titled The Service, Proprietary Rights, Disclaimers, No Affiliation, Limitation on Liability, Usage Information and Miscellaneous are hereby incorporated by reference and are deemed to be provisions of this Agreement. Solely for purposes of incorporating those sections into this Agreement, the term "You" in the Membership Agreement will be deemed to refer to Subscriber.
3. **Activation.** Promptly following receipt of a purchase order from Subscriber, B24x7 will enable the number and type of subscriptions ordered. In order to use the subscriptions and become an Authorized User, each user designated by Subscriber will need to visit the applicable Service and agree to the terms and conditions of the Membership Agreement. If a user designated by Subscriber does not agree to the terms and conditions of the Membership Agreement, he or she will not be permitted to access the Service and B24x7 will credit Subscriber's account for any amounts paid for that subscription.
4. **Subscription Fees.** B24x7 or B24x7's Authorized Partner, MLNC, will invoice Subscriber annually in advance as set forth in the Subscription Services Order Form for the applicable subscription fees for the Services to which Subscriber subscribes, and Subscriber will pay the party issuing the invoice the applicable subscription fees for the period covered thereby within 30 days of the date of invoice.
5. **Subscriber Responsibilities.** Subscriber is responsible for (a) ensuring that all use of the Services under its Authorized Users' Personal Passwords complies with the provisions of the Membership Agreement, (b) installing and maintaining all equipment and software necessary to access the Service (c) paying any fees or charges payable to Internet access providers or other services used to access the Services and (d) set up tokens and/or a self registration process to identify its Authorized Users so as to monitor and prevent any misuse of the Services purchased hereunder.
6. **Termination.** Either party may terminate this Agreement immediately upon written notice in the event that (a) the other party materially breaches any term or condition of this Agreement, (b) the other party becomes insolvent, files or has filed against it a petition in bankruptcy, dissolves or proposes dissolution, liquidation, financial reorganization or other material re-capitalization or (c) the terminating party undergoes a change in control, whether through a transfer of 50% or more of its capital stock a sale of all or substantially all of its assets or otherwise. B24x7 also may suspend or terminate any individual subscription without notice (i) upon its expiration (ii) if, in B24x7's sole discretion, the use of the subscription violates the terms and conditions of this Agreement or the Membership Agreement. In the event that B24x7 is unable to identify an individual user that is misusing the Service, B24x7 reserves the right to terminate the Services with respect to the IP address from which the Subscriber is originating. Termination by Books24x7 pursuant to this Section 7 will not entitle Subscriber to any refund of the Subscription Fees paid hereunder. The provisions of Section 2 and Sections 4 through and including 7 of this Agreement will survive termination of this Agreement.

7. **Miscellaneous.** This Agreement and the parties' obligations hereunder will be governed by the laws of The Commonwealth of Massachusetts, without giving effect to the conflict of laws provisions thereof. This Agreement may not be assigned without the prior written consent of the other party, except that B24x7 may assign all or a portion of its rights under this Agreement to a joint venture, strategic partner or affiliated entity. This Agreement, together with the Membership Agreement and any applicable Product Order as incorporated herein and as agreed to by Authorized Users, constitutes the entire understanding of both parties with respect to the subject matter hereof and supersedes all previous agreements, arrangements and understandings, written or oral and any terms and conditions set forth on any purchase order issued by Subscriber. In the event of any conflict between this Agreement and the Membership Agreement, this Agreement will govern. No waiver or modification of this Agreement will be valid or binding unless in writing and signed by both parties and no waiver of any breach or default will be deemed to be a waiver of any preceding or subsequent breach or default.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as an instrument under seal as of **Date:**(__ / __ / __).

Subscriber: (_____) Books24x7.com, Inc.

By: _____
Its:

By: _____
Its:

Library Subscription Services Order Form

This is a Library Subscription Services Order Form ("Order Form") to the Books24x7 Master Agreement ("Agreement") dated _____ between Books24x7.com, Inc. ("B24x7") and _____ ("Subscriber"). Upon execution of this Order Form by Subscriber and its acceptance by an authorized representative of Books24x7 at its principal place of business in Massachusetts. B24x7 agrees to provide the Service(s) to an unlimited number of Authorized Users, provided that no more than the number of Concurrent Users described below may access the Service(s) simultaneously. In addition to the foregoing, B24x7 agrees to provide the Service(s) described below in accordance with the terms and conditions of the Agreement.

Subscription Services/License Details

BusinessPro Library* _____ Concurrent Users or Site license (Include FTE if Site Lic)
ITPro Library* _____ Concurrent Users or Site license (Include FTE if Site Lic)
EngineeringPro Library* _____ Concurrent Users or Site license (Include FTE if Site Lic)
FinancePro Library* _____ Concurrent Users or Site license (Include FTE if Site Lic)
(Other collection) Library* _____ Concurrent Users or Site license (Include FTE if Site Lic)
Bundled Library (specify collections)* _____ Concurrent Users or Site license (Include FTE if Site Lic)

*including all content changes and updates during the Subscription Term. **Please note: An authentication program approved by Books24x7, Inc. will be required to be implemented** by Subscriber before the Start Date below, per the 2003 New Books24x7 Library Interface program. This program may be in addition to current authentication systems in place and could include authentication tokens, user registration, EZProxy software, etc.

Subscription Term:

Term: _____ Months(s)
Start Date:
End Date:

Subscription Fees

	Annual Subscription Fee	Grand Total
BusinessPro Library	\$	\$
ITPro Library	\$	\$
EngineeringPro Library	\$	\$
FinancePro Library*	\$	\$
(Other collection) Library*	\$	\$
Bundled Library (specify collections)	\$	\$
	Total Subscription Fees Due	\$ _____

Payment Terms

MLNC shall invoice Subscription on the Start Date of this Order Form and twelve month anniversary of the Subscription Term in the amount of the Annual Subscription Fee (\$ _____ .00) and such amount shall be due and payable net thirty (30) days.

Additional Terms:

This Order Form and its corresponding Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter herein, superseding all other oral written representations, understandings, proposals or prior agreements, and may only be modified in writing, signed by an authorized representative of each party.

SUBSCRIBER

Books24x7.com, Inc.

Name of Library

Address

City, State, Zip Code

By: _____
Authorized Signature

Date: _____

By: _____
Authorized Signature

Name

Title

Date

Membership Agreement

BOOKS24X7.COM MEMBERSHIP AGREEMENT

IMPORTANT NOTICE: TO BECOME AN AUTHORIZED USER OF BOOKS24X7.COM, YOU MUST AGREE TO THE TERMS OF THIS MEMBERSHIP AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS MEMBERSHIP AGREEMENT, YOU SHOULD RETURN TO THE PRECEDING SCREEN.

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USAGE INFORMATION. B24x7 complies with a published Privacy Policy which can be accessed by clicking on the Privacy Policy button above.

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(a) Books24x7.com. is a service provided by Books24x7.com, Inc., Inc., 100 River Ridge Drive, Norwood, Massachusetts 02062-5028. B24x7's telephone number is 781/440-0550.

(b) For a description of current fees and charges for individual subscribers, please contact sales@books24x7.com. B24x7 reserves the right to change the amount of any fee or charge and to institute new fees or charges, effective upon renewal of Your Subscription.

(c) If You have a complaint regarding Books24x7.com or desire further information on Your use of Books24x7.com, please contact B24x7 by email at info@books24x7.com or by telephone at 781/440-0550. For complaints, You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 R Street, Sacramento, California 95814 or by telephone at 916/445-1254.

MISCELLANEOUS.

* In the event any of the provisions of this Membership Agreement is found to be invalid or unenforceable, the remaining provisions shall not be deemed impaired and a similar, enforceable provision shall be substituted in the place of the invalid or unenforceable one.

* Notices or questions to B24x7 shall be made by electronic mail addressed to info@books24x7.com or conventional mail at the address for B24x7 set forth above.

* This Membership Agreement and your compliance herewith shall be governed by the laws of the Commonwealth of Massachusetts. Any dispute which may arise hereunder, if not settled by the parties directly or through alternate dispute resolution, shall be brought solely in the appropriate state or federal court sitting in Massachusetts and each party consents to the personal jurisdiction thereof. You agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded