

CQ PRESS, A DIVISION OF CONGRESSIONAL QUARTERLY, INC.
SUBSCRIPTION AND ACCESS AGREEMENT
AND TERMS & CONDITIONS
FOR SUBSCRIBERS TO THE PRINT AND ELECTRONIC SERVICES OF CQ PRESS

THIS SUBSCRIPTION AND ACCESS AGREEMENT (this "*Agreement*") entered into as of _____, 200__ (the "*Effective Date*") by and between CQ Press ("*Licensor*"), located at 1255 22nd Street NW, Washington, DC 20037; and _____, located at _____, _____, _____ ("*Licensee*") intending to be legally bound, for CQ Press to provide to Licensee, subject to this Agreement, access to the print and electronic materials described in the CQ Electronic Library purchase order attached.

I. Content of Licensed Materials; Grant of License

The materials that are the subject of this Agreement shall consist of [electronic information published or otherwise made available by Licensor] (hereinafter referred to as the "Licensed Materials").

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor and/or its suppliers. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

Licensor hereby grants to Licensee non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement.

In the event Licensor elects to exercise outright purchase rights the optional voting dataset in the CQ Voting and Elections Collection, all of the terms contained within this agreement will apply, with the provision to include downloading of the voting dataset to a Licensor electronic file.

II. Delivery/Access of Licensed Materials to Licensee

Licensor will provide the Licensed Materials to the Licensee in the following manner:

Network Access. The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized networks of Licensee.

III. Fees

BILLING. Licensee shall be billed annually, in advance, at rates set forth on the Purchase Order. Payment shall be due and payable upon receipt of the invoice. Accounts not paid in full within 30 days of the invoice date shall be considered delinquent, in which case CQP reserves the right to suspend this Agreement and Licensee's access to the Publications and Services without further notice. Licensee agrees to bear all reasonable costs, including attorneys fees CQP incurs to collect payment due hereunder.

TAXES. Except for an Agreement to be fulfilled entirely within the District of Columbia, charges hereunder shall exclude any state or local sales taxes or other similar charges directly applicable. However, Licensee agrees to reimburse CQP for any such tax or charge assessed to or levied on CQ Press within ten (10) days of Licensee's receipt.

IV. CQ Press Commitment to Customer Service

In order to serve its customers better, and to leverage technology, CQ Press may periodically make changes to the content, design and delivery of its Publications and Services, as well as to the Additional Terms and Conditions and TOS. As a courtesy, CQ Press will make reasonable efforts to notify licensee of such changes when they are material, but in any case licensee continued use of the Subscription Services shall constitute licensee assent to this Agreement as it is then in effect. If Licensor change this Agreement, Licensor will post such changes on the Site, and the changes will become immediately effective. Accordingly, licensee should visit the Site from time to time to

review the then-current Subscription Services as well as the then-current and effective terms and conditions because they are binding on licensee.

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VI. Access by and Authentication of Authorized Users

Licensee and its Authorized Users shall be granted access to the Licensed Materials pursuant to the following:

IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Licensee to Licensor.

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

Unauthorized Use. Except as specifically provided elsewhere in this agreement, Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

Modification of Licensed Materials. Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor.

Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

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.

Protection from Unauthorized Use. Licensee shall use reasonable efforts to inform Authorized Users of the restrictions on use of the Licensed Materials. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) Licensor may terminate such Authorized User's access to the Licensed Materials, (b) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Licensee may terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing reasonable notice to Licensee (in no event less than sixty (60) days and cooperating with the Licensee to avoid recurrence of any unauthorized use.

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. CQ Researcher or CQ Weekly 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 the CQ Researcher Online and/or the CQ Weekly database(s) 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. Annual fees apply if Licensee elects to continue to receive annual data updates. The annual subscription fee for electronic access to the perpetual rights option will be fixed for ten years,, 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.

Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor 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. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

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. Governing Law

The Services are offered and the Site is controlled by CQ Press from its offices within the District of Columbia and, subject to Section 9 above, the substantive laws of the District of Columbia or the substantive laws of the Licensor's domicile will govern any dispute arising under this Agreement, without regard to any conflict of laws provisions.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

ACCEPTED AND AGREED:

CQ Press

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____