

## **Greenwood Publishing Group, Inc.**

This License Agreement (this "Agreement") is made effective as of \_\_\_\_\_ (the "Effective Date") between Greenwood Publishing Group, Inc., 88 Post Road West, Westport, Connecticut, 06880, United States of America ("Licensor") and

\_\_\_\_\_  
\_\_\_\_\_  
("Licensee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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The materials that are the subject of this Agreement shall consist of \_\_\_\_\_ accessed at [www.gem.greenwood.com](http://www.gem.greenwood.com), an electronic product made available by Licensor (hereinafter referred to as the "Licensed Materials").

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### **IV. FEES**

Licensee shall make payment to Licensor for use of the Licensed Materials pursuant to the terms set forth in Appendix A, attached hereto.

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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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#### **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 Greenwood Publishing Group (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: