

MLNC/SUBSCRIBER AGREEMENT
for
Oxford University Press

Through this Regional Network/Subscriber Agreement, Missouri Library Network Corporation (MLNC) (“Regional Network”) will include _____ (“Subscriber”) in its contract with Oxford University Press, Inc. (“OUP”) to allow access to and use of certain licensed reference works, including the *Oxford English Dictionary* and/or *American National Biography*, and such other additional works as the Regional Network and OUP may agree upon from time to time (collectively the “Licensed Works”), under the terms and conditions set forth herein.

This Regional Network/Subscriber Agreement is dependent upon the continued license between the Regional Network and OUP to make available the Licensed Works referenced above (the “Network License”). Should the Network License terminate or expire, the Regional Network will notify the Subscriber thirty (30) days prior to such termination or expiration so that the Subscriber can make other arrangements for access.

The Subscriber shall execute and return to the Regional Network the OUP/Subscriber Terms of Use Agreement (“Terms of Use”), incorporated herein by reference, and adhere to any additional or revised terms and conditions of access and use that may appear on the OUP web sites through which the Licensed Works are accessed. The Subscriber shall exercise reasonable good faith efforts to inform all Authorized Users (as defined in the Terms of Use) of the conditions and restrictions on use of the Licensed Works; provided, however, that the Subscriber shall not be liable for the actions of Authorized Users who act in violation thereof without the Subscriber’s knowledge.

The Subscriber shall pay the Regional Network fees as invoiced. All fees shall be due thirty (30) days from the date of the invoice reflecting such changes. The Regional Network reserves the right to discontinue access to the Licensed Works should the Subscriber fail to abide by the **OUP/Subscriber Terms Of Use Agreement** and by this Regional Network/Subscriber Agreement, including failure to pay all fees promptly.

This Regional Network/Subscriber Agreement shall take effect when it has been executed duly authorized representative of the Subscriber and the Regional Network, and shall automatically renew on the first day of July of each subsequent year, except as otherwise provided by written notification from the Regional Network to the Subscriber or from the Subscriber to the Regional Network. In no event, however, shall the term of this Regional Network/Subscriber Agreement continue beyond the term of the Regional Network License Agreement. Access to the Licensed Works will commence on the first day of the month following the receipt by the Regional Network of the fully executed Regional Network/Subscriber Agreement and the signed **OUP/Subscriber Terms Of Use Agreement**, provided such documents are received no later than fourteen (14) days prior to the start date requested by the Subscriber.

The Regional Network shall provide such customer support services to the Subscriber with regard to the Licensed Works as it customarily provides in connection with online or web-based products or services provided to its members, and as necessary will contact OUP for support or refer the Subscriber to OUP for such support.

