

## EXHIBIT C: REGIONAL NETWORK/LICENSEE AGREEMENT

Through and subject to this Regional Network/Licensee Agreement, (“Regional Network”) will include (“Licensee”) in its contract with Oxford University Press, Inc. (“OUP, Inc.”) to allow access to and use of certain licensed online products as the Regional Network and OUP, Inc. may agree upon from time to time (collectively, the “Licensed Works”), under the terms and conditions set forth herein.

1. This Licensee Agreement is dependent upon the continued license between the Regional Network and OUP, Inc. to make available the Licensed Works referenced above (the “Network License”). Should the Network License terminate or expire, the Regional Network will notify the Licensee prior to such termination or expiration so that the Licensee can make other arrangements for access to and use of the Licensed Works.
2. The Licensee shall adhere to the Regional Network Member Subscription (for Subscription Products) and/or Perpetual Access Terms (for Perpetual Access Products), annexed hereto as Attachments 1 and 2 to Exhibit C respectively and incorporated herein by reference, and to any additional or revised terms and conditions of access and use that may appear on the OUP, Inc. web sites through which the Licensed Works are accessed. The Licensee shall exercise reasonable good faith efforts to inform all Authorized Users (as defined in the Terms and Conditions) of the conditions and restrictions on use of the Licensed Works. Subject to the Licensee’s compliance with the foregoing, the Licensee shall not be liable for the actions of Authorized Users who act in violation of the conditions and restrictions on use without the Licensee’s knowledge.
3. The Licensee shall pay the fees due for access to and use of the Licensed Works pursuant hereto as such fees are invoiced by the Regional Network. All fees shall be due thirty (30) days from the date of the invoice reflecting such charges. In the event that this Licensee Agreement takes effect on a date other than the first day of July, the Licensee’s subscription and hosting fees (as relevant, for Perpetual Access Products) for the initial term shall be pro rated accordingly. OUP, Inc. will notify the Licensee of the subscription and/or hosting fees for any renewal term three (3) months prior to such renewal term and, unless the Licensee notifies the Regional Network at least sixty (60) days prior to the beginning of the following renewal term, this Licensee Agreement will automatically renew for the successive one-year renewal term.
4. The Licensee acknowledges that OUP, Inc. may discontinue access to the Licensed Works should the Licensee fail to abide by the Terms and Conditions and by this Licensee Agreement. Without limiting the foregoing, it is expressly acknowledged that the Regional Network will inform OUP, Inc. in the event that the Licensee fails to pay any fees due hereunder within thirty (30) days after they are due and OUP, Inc. may immediately upon notice of such failure discontinue Licensee’s access to the Licensed Works. If the delinquency is not cured within thirty (30) calendar days of the date of the notice, OUP, Inc. may, in addition to any remedies available to it under the Network License, without further notice, terminate the access of that Licensee and its Authorized Users to the Licensed Works without thereby incurring any liability to the Regional Network, the Licensee, or its Authorized Users pending such payment.
5. This Licensee Agreement shall take effect when it has been executed by a duly authorized representative of the Licensee and the Regional Network and continue until the following June 30 (the “initial term”), and shall automatically renew on the first day of July of each subsequent year (each, a “renewal term”), except as otherwise provided by written notification from the Regional Network to the Licensee or from the Licensee to the Regional Network. In no event, however, shall the initial or any renewal term of this Licensee Agreement continue beyond the term of the Network License. Access to the Licensed Works will commence on the first day of the month

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following the receipt by the Regional Network of the fully executed Licensee Agreement and the relevant signed Terms and Conditions (whether for Perpetual Access Products, Subscription Products, or both), provided such documents are received no later than ten (10) days prior to the start date requested by the Licensee.

6. During the term hereof, the Regional Network shall provide such customer support services to the Licensee with regard to the Licensed Works as it customarily provides in connection with other online or web-based products or services provided to its members, which shall include to the extent reasonably practicable but not be limited to: (i) answering either telephone or email inquiries from the Licensee concerning the Licensed Works during the Regional Network's regular business hours on all business days throughout the Term, and (ii) attempting to resolve all questions concerning the Licensed Works directed to it by the Licensee.
7. OUP, Inc. is an intended third party beneficiary of this Licensee Agreement, and OUP, Inc. may enforce any rights the Regional Network may have hereunder against the Licensee and/or any Authorized Users, except for the right to receive payments due to the Regional Network.
8. For state-funded institutions and programs, this Licensee Agreement shall be valid and enforceable only if sufficient funds are made available to the state institutions by their respective state legislatures for the purpose of this program. If the state legislature does not appropriate funds for the program, this Licensee Agreement shall be terminated or amended to reflect any reduction of funds. The decision by a state-funded institution to continue with this Licensee Agreement must be made no later than thirty (30) days after the new fiscal year affected by the legislative funding.

\_\_\_\_\_  
Name of Licensee

\_\_\_\_\_  
Name of Regional Network

\_\_\_\_\_  
Signature for Licensee

\_\_\_\_\_  
Signature for Regional Network

\_\_\_\_\_  
Name (please print or type)

\_\_\_\_\_  
Name (please print or type)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# ATTACHMENT 1 TO EXHIBIT C: SUBSCRIPTION TERMS AND CONDITIONS OF USE

OXFORD UNIVERSITY PRESS, INC.

## REGIONAL NETWORK MEMBER Subscription Terms and Conditions of Use

These Regional Network Member Subscription Terms and Conditions of Use ("Network Member Subscription Terms") are accepted and agreed to by and between **Oxford University Press, Inc.**, a Delaware not-for-profit corporation with offices at 198 Madison Avenue, New York, NY 10016 ("OUP, Inc.") and the entity (the "Licensee") as identified in the annexed Regional Network/Licensee Agreement as of the date (the "Effective Date") set forth in such Regional Network/Licensee Agreement.

The Licensee acknowledges that it has simultaneously entered into the Regional Network/Licensee Agreement with \_\_\_\_\_ (hereinafter, the "Regional Network"), whereby the Regional Network has agreed to include the Licensee in its license agreement with OUP, Inc. regarding access to and use by Regional Network members of certain online products (the "Licensed Works", as more fully defined below) owned or controlled by OUP, Inc.

Licensee also acknowledges that acceptance by the Licensee of the Network Member Subscription Terms set forth herein and continued adherence thereto are conditions of obtaining and retaining such access to and use of the Licensed Works.

Licensee hereby agrees to be bound by the following terms and conditions:

### **1**     **DEFINITIONS**

In these Network Member Subscription Terms, the following terms have the following meanings:

- "Activation Date" means the first date when the Licensee will first be permitted to access the Licensed Works in accordance with the terms and conditions of these Network Member Subscription Terms.
- "Authentication" means the process whereby an individual establishes to the Licensee that he or she is an Authorized User.
- "Authorized Users" means individuals who are authorized by the Licensee to access the Licensee's information services available through the Licensee's Secure Network and who are (i) affiliated with the Licensee as current students, faculty, library patrons, employees, or in some other capacity whereby they are permitted to access such services in the Licensee's ordinary course of business, whether from a computer or terminal on such Secure Network or offsite via a modem link to a valid IP address on the Secure Network; or (ii) are physically present on the Licensee's premises.
- "Commercial Use" means use of the Licensed Works for the purposes of monetary reward (whether by or for the Licensee, an Authorized User, or any other person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation; provided, however, that neither recovery of direct costs by the Licensee from its Authorized Users, nor use by the Licensee or by an Authorized User in

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the course of research that incidentally uses Licensed Works and that is funded by a commercial organization will be deemed to be Commercial Use.

- “E-Reserve System” means, solely with respect to Licensees who are educational institutions, a platform for the Licensee’s Secure Network on or via which the Licensee makes and stores, or, via link, makes available an electronic collection or compilation by faculty or staff of Licensee of extracts of published materials (e.g. journal articles and book chapters) for use by student Authorized Users in connection with specific courses of instruction offered by Licensee to its students but in no event offered or used for Commercial Use.
- “Fair Use” means use by the Licensee or an Authorized User (i) conforming to Paragraphs 107 and 108 of the U.S. Copyright Law as amended from time to time, and (ii) conforming to the guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines).
- “Licensed Works” means the products set forth in the Regional Network/Licensee Agreement, as such list of licensed products may be amended from time to time by agreement of the Regional Network and OUP, Inc.
- “Regional Network” will mean the Regional Network identified above through which the Licensee has paid for the license to access and use the Licensed Works.
- “Secure Network” means the Licensee’s network that is accessible only by Authorized Users whose identities are authenticated by the Licensee at the time of login and periodically thereafter, the security of which is consistent with current best practices, and the Authorized Users’ conduct with respect to which is subject to regulation by the Licensee. A cache server or other server or network that can be accessed by unauthorized users is not a Secure Network for these purposes.
- “Server” means either OUP, Inc.’s server or a third party server designated by OUP, Inc. on which the Licensed Works are mounted and through which the Licensee and its Authorized Users may gain access to the Licensed Works by means of the World Wide Web.
- “Term” will mean the period of time set forth in Paragraph 11.1 below.

### **2 LICENSE**

- 2.1 OUP, Inc. grants the Licensee, throughout the Term, a non-exclusive and non-transferrable license to access and use, and to allow Authorized Users (up to the maximum number of permitted concurrent Authorized Users as may be specified in the Regional Network/Licensee Agreement) to access and use the Licensed Works, via the Licensee’s Secure Network; such access and use of the Licensed Works will be subject to the Fair Use provisions and will be for personal, educational, and research purposes only, as further specified below in Paragraph 2.1.1., it being acknowledged that such access and use of the Licensed Works shall be subject to Fair Use.
- 2.2 Specifically, the Licensee and Authorized Users may:
  - 2.2.1 access the Licensed Works on the Server by means of a Secure Network in order to search the Licensed Works and to view, retrieve and display portions thereof;
  - 2.2.2 electronically download and save short extracts from the Licensed Works; and

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- 2.2.3 print out single copies of limited portions of the Licensed Works.
  - 2.2.4 The Licensee may allow links from its E-Reserves system to Licensed Works, subject to the limits of the number of permitted, concurrent, Authorized Users who may simultaneously access the Licensed Works.
  - 2.2.5 Using secure means, the Licensee may fulfill occasional so-called "interlibrary loan" requests from other institutions for limited portions of a given Licensed Work in print format only, provided that the Licensee agrees to fulfill such requests in compliance with Section 108 of the U.S. Copyright Law and the Guidelines for the Proviso of Subsection 108(g)(2) of the CONTU Guidelines.
- 2.3 An Authorized User may transmit to a third party colleague, in print format only, minimal, insubstantial amounts of the Licensed Works for personal use or scholarly, educational or scientific research or professional use, but in no case for resale or other Commercial Use, and provided that the relevant copyright notices and appropriate credit information are also transmitted.

### **3 TERM, TERMINATION**

- 3.1 These Network Member Subscription Terms will begin on the Activation Date and, except as they may be sooner terminated in whole or in part as provided below, will remain in full force and effect until the following June 30 and thereafter will automatically renew for successive one (1) year periods in accordance with these Network Member Subscription Terms and subject to the payment of all renewal subscription fees required pursuant to the Regional Network/Licensee Agreement.
- 3.2 In the event that the Regional Network's agreement with OUP, Inc. relating to the Licensed Works expires or terminates for any reason, these Network Member Subscription Terms shall immediately thereupon terminate. The Regional Network's and/or OUP's failure to provide advance notice of such expiration or termination shall not prevent these Network Member Subscription Terms from terminating immediately upon the termination of the Regional Network's agreement with OUP.
- 3.3 If either party materially breaches any covenant or provision of these Network Member Subscription Terms (including, without limitation, breach by the Licensee of Paragraph 4 below), then, in addition to any rights and remedies that may be available in law or equity, the non-breaching party may terminate these Network Member Subscription Terms by written notice to the breaching party unless, in the case of a breach capable of cure, such breach will have been cured within thirty (30) days after delivery of written notice of such breach to the breaching party. Without limiting the generality of the foregoing, in the event that the Licensee breaches these Network Member Subscription Terms by failing to timely pay the Regional Network the fees due under the Regional Network/Licensee Agreement, OUP, Inc. may withdraw the Licensee's access to the Licensed Works pending such payment.
- 3.4 In addition to the foregoing, OUP, Inc. reserves the right at any time on thirty (30) days' notice to the Licensee to terminate these Network Member Subscription Terms in whole or in part due to cessation of publication of all or part of the Licensed Works; in the event of such termination,

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OUP, Inc. will refund to the Licensee the pro rata portion of any subscription fees the Licensee has paid for the balance of the subscription period outstanding at the date of such termination.

- 3.5 Upon termination of these Network Member Subscription Terms, the Licensee agrees to continue to adhere to the provisions of these Network Member Subscription Terms relating to any OUP intellectual property.

### **4 LIMITATIONS ON USE**

- 4.1 The Licensee and its Authorized Users may not:

- 4.1.1 Make electronic copies of the Licensed Works, except to load the original files onto the Secure Network and except to the limited extent permitted by Paragraph 2.1.1 above;
- 4.1.2 Remove or alter the names of the authors and editors of, and contributors to, the Licensed Works, or OUP, Inc.'s copyright notices or other means of identification or disclaimers as they appear in the Licensed Works;
- 4.1.3 Systematically make printed or electronic copies of multiple extracts of the Licensed Works for any purpose;
- 4.1.4 Display or distribute any part of the Licensed Works on any electronic network, including, without limitation, the Internet and the World Wide Web, other than a Secure Network;
- 4.1.5 Permit anyone other than Authorized Users to access or use the Licensed Works;
- 4.1.6 Use all or any part of the Licensed Works for any Commercial Use;
- 4.1.7 Publish, distribute, or make available works based upon the Licensed Works, or works which combine the Licensed Works with any other material except to the limited extent expressly permitted in Paragraph 2.2 herein;
- 4.1.8 Alter, abridge, adapt, or modify Licensed Works, except to the limited extent necessary to make them perceptible on a computer screen to Authorized Users.

- 4.2 OUP, Inc. reserves the right to withdraw the Licensee's access to a Licensed Work in the event of the detection of a page download rate in excess of the automatic abuse detection system in effect for the relevant Licensed Work. In such event, upon receipt and preliminary review of details from the automated system including, as relevant, the actual download rate detected, OUP, Inc.'s customer service will contact the Regional Network to investigate. OUP, Inc. will restore access only when the matter has been satisfactorily resolved.

### **5 FEES AND PAYMENTS**

- 5.1 In consideration of the rights granted by OUP, Inc. and for OUP, Inc.'s performance of its obligations hereunder, Licensee will pay to the Regional Network according to the terms of the Regional Network/Licensee Agreement.

## **ATTACHMENT 1 TO EXHIBIT C: SUBSCRIPTION TERMS AND CONDITIONS OF USE**

- 5.2 The Licensee will obtain at its cost all telecommunications and other equipment and software (including an Internet browser and portable document file reader) together with all relevant software licenses necessary to access the Licensed Works online via the Licensee's Secure Network.
- 5.3 Any failure by the Licensee to fulfill the obligations in this Paragraph 5 above (as applicable) will be considered a material breach of these Network Member Subscription Terms.

### **6 RESPONSIBILITIES OF LICENSEE**

- 6.1 The Licensee agrees to notify the Regional Network of any changes to the access control records in respect of the Licensee and/or its billing contact details.
- 6.2 The Licensee will provide the Regional Network on request with all identifying information, including IP address ranges, relating to the Licensee and its Authorized Users necessary to enable OUP, Inc. to set up and activate the Licensee's access to the Licensed Works.
- 6.3 The Licensee will use reasonable efforts to ensure its Authorized Users' compliance with the terms of these Network Member Subscription Terms and will use all reasonable efforts to restrict and control unauthorized access to the Licensed Works and to any Licensee user names or passwords provided by OUP, Inc. The Licensee agrees to notify OUP, Inc. as soon as practicable if it becomes aware of any loss, theft or unauthorized use of the Licensee's user names or passwords or any breach by an Authorized User of these Network Licensee Term; agrees to cooperate with OUP, Inc. to correct such practices; and acknowledges that OUP, Inc. will have the right to terminate access to the Licensed Works, and/or require that Licensee terminate access of the persons making such unauthorized use of the Licensed Works pending resolution of any such misuse.
- 6.4 Any failure by the Licensee to fulfill the obligations in this Paragraph 5.3 will be considered a material breach of these terms.

### **7 WITHDRAWAL OF MATERIAL**

- 7.1 OUP, Inc. reserves the right at any time to (i) withdraw from the Licensed Works any item or part of an item that OUP, Inc. no longer retains the right to publish; or (ii) withdraw from the Licensed Works, or cease providing online hosting services hereunder for any Licensed Work or part thereof, any material that OUP, Inc. determines may be defamatory, obscene, unlawful, a violation of copyright or otherwise objectionable. OUP, Inc. may at any time (without prejudice to its other rights or remedies) suspend the provision of some or all of the Licensed Works obtained by OUP, Inc. from any Third Party Supplier, upon request of such Third Party Supplier or immediately upon termination of OUP, Inc.'s agreement with such Third Party Supplier.

### **8 INTELLECTUAL PROPERTY RIGHTS**

- 8.1 The Licensee acknowledges that OUP, Inc. does not own the copyright with respect to certain of the Licensed Works or portions thereof and that OUP, Inc. has licensed or otherwise obtained the right to publish or distribute such Licensed Works or parts thereof from third parties ("Third Party Suppliers"). As between OUP, Inc. and the Licensee, the Licensee acknowledges that the copyright and other intellectual property rights in the Licensed Works and any related documentation are owned or controlled by OUP, Inc. or the Third Party Supplier thereof, and no transfer of copyright or any other right, title or interest therein is made by this License, except for

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the right to access and use the Licensed Works in accordance with the terms and conditions of these Network Member Subscription Terms.

- 8.2 The Licensee will notify OUP, Inc. promptly if it becomes aware of any claim by any third party that the Licensed Works infringe an intellectual property or other right of any third party.
- 8.3 Licensee acknowledges and agrees that a Third Party Supplier may provide additional terms and conditions affecting the Licensee's use of the Licensed Works, which will be appended to these Network Member Subscription Terms. Such terms and conditions will prevail and control use of the relevant Licensed Works over any conflicting terms contained herein. Licensee agrees that these Network Member Subscription Terms, to the extent it pertains to any Licensed Work or part thereof, copyright of which is owned by a Third Party Supplier, may be enforced by such Third Party Supplier.
- 8.4 The provisions of this Paragraph 8 will survive the termination of these Network Member Subscription Terms for any reason.

### **9 REPRESENTATIONS, WARRANTIES AND FORCE MAJEURE**

- 9.1 OUP, Inc. represents and warrants that it has the power to enter into this Agreement and to grant the rights conferred herein to the Regional Network and the Licensees and that the Licensed Works do not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary right or contract right of any third party. Except as provided in the foregoing sentence, OUP, Inc. gives no warranty, express or implied, regarding any information or materials contained in or produced by the Licensed Works, nor regarding the accuracy, completeness, or reliability of the Licensed Works. OUP, Inc. PROVIDES THE LICENSED WORKS ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND EXCEPT AS EXPRESSLY PROVIDED ABOVE. EXCEPT TO THE EXTENT, IF ANY, THAT AGREEMENT TO THE FOLLOWING IS PROHIBITED BY THE LAWS OR REGULATIONS GOVERNING CONTRACTS WITH AN ENTITY SUCH AS THE REGIONAL NETWORK, OUP, INC. DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES THAT THE MATERIAL IN THE LICENSED WORKS IS COMPLETE OR ACCURATE AND IN NO EVENT WILL OUP, INC. BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE THE LICENSED WORKS OR FOR THE LOSS OR DAMAGE OR CORRUPTION OF DATA, LOSS OF PROGRAMS, A LOSS OF BUSINESS OF GOODWILL OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE OF, OR INABILITY TO USE THE LICENSED WORKS, INCLUDING WITHOUT LIMITATION: LOSSES ARISING FROM ANY ERRORS, OMISSIONS OR OTHER INACCURACIES IN, OR CORRUPTION CAUSED BY, THE LICENSED WORKS, WHETHER BY TRANSMISSION PROCESSING OR OTHERWISE; OR CLAIM FOR LOST PROFITS, LOST DATA, OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL OUP, INC.'S LIABILITY HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID HEREUNDER FOR THE LICENSE OF THE LICENSED WORKS.
- 9.2 The signatory for Licensee of these Network Member Subscription Terms represents and warrants to OUP, Inc. that s/he has the power and authority to execute these Network Member Subscription Terms on behalf of the institution indicated, which institution agrees to be bound by

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all terms contained herein. Notwithstanding the limitations of Paragraph 9.1, the Licensee will defend, indemnify and hold OUP, Inc. harmless from and against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) arising from: (a) any unauthorized use or dissemination of the Licensed Works by the Licensee or its Authorized Users; and (ii) any violation of these Network Member Subscription Terms or of any third party's rights by the Licensee or its Authorized Users, including but not limited to infringement of any copyright or other proprietary right or invasion of any privacy rights.

- 9.3 The obligations in Paragraphs 9.1 will survive the termination of these Network Member Subscription Terms.
- 9.4 Neither party will be responsible to the other for any failure to perform any obligation under these Network Member Subscription Terms caused by an Act of God, war, riot, embargo, acts of civil or military authority, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane or other cause outside the control of the party that could not be avoided by the exercise of due care (a "force majeure event"). In the event of any delay in performance arising out of a force majeure event, the delayed party's obligations will be extended accordingly, provided that the parties will at all times use reasonable efforts to perform their respective obligations under these Network Member Subscription Terms in a timely manner, taking account of such circumstances.

### **10 PRIVACY POLICIES**

- 10.1 OUP, Inc. will adhere to the privacy policies posted on the websites for each of the Licensed Works. Without limiting the foregoing, it is acknowledged that OUP, Inc. may use the personal data the Licensee provides online to send the Licensee information about offers that OUP, Inc. feels may be of interest to the Licensee and may provide aggregated data about use of the Licensed Works to other persons.

### **11 GENERAL**

- 11.1 Except to the extent, if any, that agreement to the following is prohibited by the laws or regulations governing contracts with an entity such as the Licensee (including but not limited to any law or regulation governing contracts with public libraries or state or local government-supported educational institutions): the Subscription Terms and Conditions of Use will be interpreted and construed according to, and governed by, the laws of the State of New York without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York; and the Licensee irrevocably agrees that any dispute arising out of or in connection with these Network Member Subscription Terms will be subject to and exclusively within the jurisdiction of the United States District Court for the Southern District of New York or the Supreme Court of the State of New York for New York County.
- 11.2 The Subscription Terms and Conditions of Use constitute the entire agreement between the parties regarding its subject matter and supersede all prior agreements and understandings, oral or written, relating to the subject matter hereof. These Network Member Subscription Terms may be amended by: (i) OUP, Inc., in its sole discretion, provided that OUP, Inc. will use good faith efforts such that the Licensee will have thirty (30) days' prior written notice of any such proposed amendment and Licensee will have the option to terminate these Network Member Subscription Terms by delivery to OUP, Inc. of a written notice of Licensee's election to terminate these Network Member Subscription Terms received by OUP, Inc. within such thirty-

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(30-) day period; or (ii) a writing executed by both parties. Notice of any proposed amendments to these Network Member Subscription Terms may be delivered to Licensee by OUP, Inc. electronically through OUP, Inc.'s online customer support account management system.

- 11.3 The Subscription Terms and Conditions of Use may not be assigned by Licensee without the prior written consent of OUP, Inc. OUP, Inc. may assign these Network Member Subscription Terms to an affiliate, a successor to its business or a transferee of OUP, Inc.'s right to publish and distribute the Licensed Works. The rights and obligations of these Network Member Subscription Terms will bind and benefit any successors and permitted assigns of the parties. Any attempted assignment in violation of this Paragraph will be null and void and of no force or effect.
- 11.4 Any notice or other communication required by these Network Member Subscription Terms will be in writing addressed to the individuals named at the signature page of The Subscription Terms and Conditions of Use at the addresses shown for the respective parties at the first page of these Network Member Subscription Terms (or such other person and/or address as the relevant party may from time to time designate by notice pursuant to this Paragraph). Any such notice will be deemed to have been duly given on the day of service if served personally; three (3) business days after mailing if mailed by First Class mail, registered or certified, postage prepaid; or two days after mailing if mailed by commercial overnight courier.
- 11.5 If any provision of the Subscription Terms and Conditions of Use is invalid, illegal, or unenforceable under any applicable statute or rule of law, the provision will be deemed omitted to the extent that it is invalid, illegal, or unenforceable. In such a case, the remainder of the Subscription Terms and Conditions of Use will be construed in a manner as to give greatest effect to the original intention of the parties hereto.
- 11.6 The waiver of failure of either party to exercise in any respect any right provided in these Network Member Subscription Terms in any instance will not be deemed to be a waiver of such right in the future or a waiver of any other right under these Network Member Subscription Terms.
- 11.7 The relationship of the parties hereto will be that of independent contractors. Nothing herein will be construed to create any partnership, joint venture, or similar relationship or to subject the parties to any implied duties or obligations respecting the conduct of their affairs, which are not expressly stated herein. Neither party will have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party, or to bind the other party in any matter or thing whatsoever.

11.8

The Preceding Pages of the Oxford University Press, Inc. Network Member Subscription Terms have, as validated by the signature below, been reviewed and agreed to by the institutional Licensee listed below.

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OF USE

**NETWORK MEMBER SUBSCRIBER TERMS AGREED TO:**

\_\_\_\_\_  
Institution/Organization

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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**OXFORD UNIVERSITY PRESS, INC.**

**REGIONAL NETWORK MEMBER  
PERPETUAL ACCESS CONTENT LICENSE/TERMS AND CONDITIONS OF USE**

These Regional Network Member Perpetual Access Content License/Terms and Conditions of Use ("Network Member Perpetual Access Terms") are accepted and agreed to by and between **Oxford University Press, Inc.**, a Delaware not-for-profit corporation with offices at 198 Madison Avenue, New York, NY 10016 ("OUP, Inc.") and the entity or person ("Licensee") as identified in the annexed Regional network/Licensee Agreement as of the date ("Effective Date") set forth in such Regional Network/Licensee Agreement.

The Licensee acknowledges that it has simultaneously entered into the Regional Network/Subscriber Agreement with \_\_\_\_\_ (hereinafter, the "Regional Network"), whereby the Regional Network has agreed to include the Licensee in its license agreement with OUP, Inc. regarding access to and use by Regional Network members of certain online products (the "Licensed Works, as more fully defined below) owned or controlled by OUP, Inc.

Licensee also acknowledges that acceptance by the Licensee of the Network Member Perpetual Access Terms set forth herein and continued adherence thereto are conditions of obtaining and retaining such access to and use of the Licensed Works.

Licensee hereby agrees to be bound by the following terms and conditions:

**1 DEFINITIONS**

In these Network Member Perpetual Access Terms, the following terms have the following meanings:

- "Authentication" means the process whereby an individual establishes to the Licensee that he or she is an Authorized User.
- "Authorized Users" means individuals who are authorized by the Licensee to access the Licensee's information services available through the Licensee's Secure Network and who are (i) affiliated with the Licensee as current students, faculty, library patrons, employees, or in some other capacity whereby they are permitted to access such services in the Licensee's ordinary course of business, whether from a computer or terminal on such Secure Network or offsite via a modem link to a valid IP address on the Secure Network; or (ii) are physically present on the Licensee's premises.
- "Commercial Use" means use of the Licensed Works for the purposes of monetary reward (whether by or for the Licensee, an Authorized User, or any other person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation; provided, however, that neither recovery of direct costs by the Licensee from its Authorized Users, nor use by the Licensee or by an Authorized User in the course of research that incidentally uses Licensed Works and that is funded by a commercial organization will be deemed to be Commercial Use.

**ATTACHMENT 2 TO EXHIBIT C: PERPETUAL ACCESS CONTENT LICENSE/TERMS AND  
CONDITIONS OF USE**

- "E-Reserve System" means, solely with respect to Licensees who are educational institutions, a platform for the Licensee's Secure Network on or via which the Licensee makes and stores, or, via link, makes available an electronic collection or compilation by faculty or staff of Licensee of extracts of published materials (e.g. journal articles and book chapters) for use by student Authorized Users in connection with specific courses of instruction offered by Licensee to its students but in no event offered or used for Commercial Use.
- "Fair Use" means use by the Licensee or an Authorized User (i) conforming to Paragraphs 107 and 108 of the U.S. Copyright Law as amended from time to time, or (ii) conforming to the guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines).
- "Licensed Works" means the products set forth in the Regional Network/Subscriber Agreement as such list of licensed products may be amended from time to time by written agreement of the Regional Network and OUP, Inc.
- "Regional Network" will mean the Regional Network identified above through which the Licensee has paid for the license to access and use the Licensed Works.
- "Secure Network" means the Licensee's that is accessible only by Authorized Users whose identities are authenticated by the Licensee at the time of login and periodically thereafter, the security of which is consistent with current best practices, and whose conduct, and the Authorized Users' conduct with respect to which is subject to regulation by the Licensee. A cache server or other server or network that can be accessed by unauthorized users is not a Secure Network for these purposes.
- "Server" means either OUP, Inc.'s server or a third party server designated by OUP, Inc. on which the Licensed Works are mounted and through which the Licensee and its Authorized Users may gain access to the Licensed Works by means of the World Wide Web.

**2     LICENSE; TERM**

- 2.1     OUP, Inc. hereby grants the Licensee a non-exclusive and non-transferable perpetual license to access and use, and to allow Authorized Users (up to the maximum number of permitted concurrent Authorized Users as may be specified in the Regional Network/License Agreement) to access and use the Licensed Works, via the Licensee's Secure Network; such access and use of the Licensed Works will be subject to the Fair Use provisions and will be for personal, educational, and research purposes only as further specified in Paragraph 2.2., it being acknowledged that such use of the Licensed Works shall be subject to Fair Use.
- 2.2     Specifically, the Licensee and Authorized User may:
- 2.2.1     Access the Licensed Works by means of a Secure Network in order to search the Licensed Works and to view, retrieve and display portions thereof;
  - 2.2.2     electronically download and save short extracts from the Licensed Works; and
  - 2.2.3     print out single copies of limited portions of the Licensed Works.
  - 2.2.4     The Licensee may allow links from its E-Reserves system to Licensed Works, subject to the limits of the number of permitted, concurrent, Authorized Users who may simultaneously access the Licensed Works.

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- 2.2.5 Using secure means, the Licensee may fulfill occasional so-called “interlibrary loan” requests from other institutions for limited portions of a given Licensed Work in print format only, provided that the Licensee agrees to fulfill such requests in compliance with Paragraph 108 of the U.S. Copyright Law and the Guidelines for the Proviso of Subsection 108(g)(2) of the CONTU Guidelines.
- 2.3 An Authorized User may transmit to a third party colleague, in print format only, minimal, insubstantial amounts of the Licensed Works for personal use or scholarly, educational or scientific research or professional use but in no case for resale or other Commercial Use and provided that the relevant copyright notices and appropriate credit information are also transmitted.
- 2.4 The term of This Agreement (including its exhibits) will begin on the Effective Date and, except as they may be sooner terminated in whole or in part as provided below, will remain in full force and effect thereafter. In the event that the Licensee commits a material breach of these Network Member Perpetual Access Terms, OUP, Inc. may, at its election, terminate This Agreement (including its exhibits) by written notice to the Licensee, unless, in the case of a breach capable of cure, such breach will have been cured within thirty (30) days after delivery of written notice of such breach; and/or exercise all rights and remedies which may be available to it in law or equity. Without limitation, breach by the Licensee of the provisions of Paragraph 4 would constitute a material breach.

**3 LIMITATIONS ON USE**

- 3.1 The Licensee and its Authorized Users may not:
- 3.1.1 Make electronic copies of the Licensed Works, except to load the original files onto the Secure Network when self-hosting except to the limited extent permitted by Paragraph 2.2 above;
  - 3.1.2 Remove or alter the names of the authors and editors of, and contributors to, the Licensed works, or OUP, Inc.'s copyright notices or other means of identification or disclaimers as they appear in the Licensed Works;
  - 3.1.3 Systematically make printed or electronic copies of multiple extracts of the Licensed Works for any purpose;
  - 3.1.4 Display or distribute any part of the Licensed Works on any electronic network, including, without limitation, the Internet and the World Wide Web, other than a Secure Network;
  - 3.1.5 Permit anyone other than Authorized Users to access or use the Licensed Works;
  - 3.1.6 Use all or any part of the Licensed Works for any Commercial Use;
  - 3.1.7 Publish, distribute, or make available works based upon the Licensed Works, or works which combine the Licensed Works with any other material, except to the limited extent expressly permitted by This Agreement (including its exhibits) except to the limited extent permitted in Paragraph 2.2 above; or
  - 3.1.8 Alter, abridge, adapt, or modify Licensed Works, except to the extent necessary to make them perceptible on a computer screen to Authorized Users.

**ATTACHMENT 2 TO EXHIBIT C: PERPETUAL ACCESS CONTENT LICENSE/TERMS AND  
CONDITIONS OF USE**

- 3.2 If OUP, Inc. is hosting the Licensed Works, OUP, Inc. reserves the right to withdraw access to the Licensed Works in the event of the detection of a page download rate in excess of the automatic abuse detection system in effect for the relevant Licensed Work. (In such event, upon receipt and preliminary review of details from the automated system including, as relevant, the actual download rate detected, OUP, Inc.'s customer service will contact the Licensee to investigate. OUP, Inc. will restore access only when the matter has been satisfactorily resolved.)

**4 FEES AND PAYMENT**

- 4.1 In full consideration of the rights granted by OUP, Inc. under This Agreement (including its exhibits) and for OUP, Inc.'s performance of its obligations hereunder, Licensee will pay the Regional Network according to the terms of the Regional Network/Subscriber Agreement.
- 4.2 The Licensee will obtain at its cost all telecommunications and other equipment and software (including an Internet browser and portable document file reader) together with all relevant software licenses necessary to access the Licensed Works online via the Licensee's Secure Network.
- 4.3 OUP, Inc. reserves the right to electronically repossess the Licensed Works (if Licensee is self-hosting) or to deny Licensee further access to the Licensed Works (if OUP, Inc. is hosting) in the event payment is not received by its due date.
- 4.4 Any failure by the Licensee to fulfill the obligations in this Paragraph 4 above (as applicable) will be considered a material breach of these Network Member Perpetual Access Terms.

**5 RESPONSIBILITIES AND COVENANTS OF LICENSEE**

- 5.1 The Licensee agrees to notify the Regional Network of any changes to the access control records in respect of the Licensee and/or its billing contact details.
- 5.2 The Licensee will provide the Regional Network on request with all identifying information, including IP address ranges, relating to the Licensee and its Authorized Users necessary to enable OUP, Inc. to set up and activate the Licensee's access to the Licensed Works.
- 5.3 The Licensee will use reasonable efforts to ensure its Authorized Users' compliance with the terms of these Network Member Subscription Terms and will use all reasonable efforts to restrict and control unauthorized access to the Licensed Works and to any Licensee user names or passwords provided by OUP, Inc.
- 5.4 The Licensee agrees to notify OUP, Inc. as soon as practicable if it becomes aware of any loss, theft or unauthorized use of the Licensee's user names or passwords or any breach by an Authorized User of these Network Licensee Term; agrees to cooperate with OUP, Inc. to correct such practices; and acknowledges that OUP, Inc. will have the right to terminate access to the Licensed Works, and/or require that Licensee terminate access of the persons making such unauthorized use of the Licensed Works pending resolution of any such misuse.
- 5.5 Any failure by Licensee to fulfill the obligations in Paragraphs 5.1.1 and 5.4 above (as applicable) will be considered a material breach of these Network Member Perpetual Access Terms.

**6 HOSTING**

**ATTACHMENT 2 TO EXHIBIT C: PERPETUAL ACCESS CONTENT LICENSE/TERMS AND  
CONDITIONS OF USE**

- 6.1 The Licensed Works are, at the option of the Licensee, either (a) purchased with hosting services provided by OUP, Inc., or (b) to be hosted by the Licensee, as specified Exhibit A. If the Licensee opts to self-host, the Licensed Works will be delivered to the Licensee in the form of an electronic file in XML format or other standard format as determined by OUP, Inc. for the Licensee to self-host. The provisions of This Agreement (including its exhibits) apply whether or not the Licensee self-hosts, unless expressly stated otherwise.
- 6.2 If OUP, Inc. is hosting the Licensed Works, then:
- 6.3 The Licensee will provide OUP, Inc. on request with all identifying information, including IP address ranges, relating to the Licensee and its Authorized Users necessary to enable OUP, Inc. to set up and activate the Licensee's and its Authorized Users' access to the Licensed Works. Promptly following initial receipt of the foregoing information, OUP, Inc. will set up and activate the Licensee's access to the Licensed Works.
- 6.4 OUP, Inc. will use all reasonable efforts to:
- 6.4.1 Make the Licensed Works available to the Licensee by means of the World Wide Web;
  - 6.4.2 Ensure that the Server has sufficient capacity and rate of connectivity to provide the Licensee with a quality of service comparable to current standards in the World Wide Web online information provision industry; and
  - 6.4.3 Restore access to the Licensed Works as soon as possible in the event of an interruption or suspension of the service.
- 6.5 OUP, Inc. will itself provide, or arrange for the provision by a third party of, customer support services to the Licensee via email, which services will include answering email inquiries from the Licensee and its Authorized Users relating to the use and/or functionality (but not the content) of the Licensed Works.
- 6.6 OUP, Inc. will make available to the Licensee an aggregated monthly usage report detailing the level of use of the Licensed Works by the Licensee's Authorized Users per month. This report will not identify individual Authorized User usage, but will be provided in respect of the IP address range(s) given by the Licensee to OUP, Inc. under Paragraph 6.3 above as a whole. OUP, Inc. will not be able to provide accurate usage reports if the Licensee stores the Licensed Works on any cache or proxy server.
- 6.7 If, having opted to purchase hosting services provided by OUP, Inc. the Licensee wishes to self-host, it may, by providing OUP, Inc. with written notice no later than 90 days prior to the expiration of the then-current hosting period, elect to terminate hosting services at the end of the then-current hosting period. If no such notice is received, OUP, Inc. will send the Licensee an invoice for fees for renewal of the hosting service for a further twelve-month period which will be payable prior to the commencement of the renewal period. If the invoice has not been paid prior to commencement of the renewal period, the Licensee will be deemed to have elected to self-host.
- 6.8 If OUP, Inc. does not wish to continue hosting the Licensed Works for the Licensee (including, without limitation, if it discontinues hosting the relevant platform), it will give the Licensee no less than 90 days notice; provided that it will, via the Regional Network, credit the Licensee all hosting fees applicable to the unexpired term of the then current hosting period on a pro rata basis.

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- 6.9 If the Licensee elects to self-host pursuant to Paragraph 6.7 or if OUP, Inc. gives notice pursuant to Paragraph 6.8, OUP, Inc. will, prior to the end of the then current hosting period, or within 90 days the Licensee's deemed election to self-host, whichever is the later, deliver to the Licensee the electronic files (in XML format or other standard format as determined by OUP, Inc.) for all Licensed Works purchased to the extent permitted under OUP, Inc.'s agreements with Third Party Suppliers.

**7 WITHDRAWAL OF MATERIAL**

- 7.1 OUP, Inc. reserves the right at any time to (i) withdraw from the Licensed Works any item or part of an item that OUP, Inc. no longer retains the right to publish; or (ii) withdraw from the Licensed Works, or cease providing online hosting services hereunder for any Licensed Work or part thereof, any material that OUP, Inc. determines may be defamatory, obscene, unlawful, a violation of copyright or otherwise objectionable. OUP, Inc. may at any time (without prejudice to its other rights or remedies) suspend the provision of some or all of the Licensed Works obtained by OUP, Inc. from any Third Party Supplier, upon request of such Third Party Supplier or immediately upon termination of OUP, Inc.'s agreement with such Third Party Supplier. With respect to any such item(s) or part(s) thereof for which OUP, Inc. determines not to provide hosting services pursuant to the foregoing, OUP, Inc. will, to the extent permitted under applicable law and any agreements to which OUP, Inc. in a party, provide Licensee with an electronic copy of any such item(s) or part(s) thereof in XML format for use by Licensee on a self-hosted Secure Network in accordance with and subject to all of the conditions and restrictions set forth in these Network Member Perpetual Access Terms. For the avoidance of doubt, OUP, Inc. will not be obligated to provide Licensee with any Licensed Work or part(s) thereof that OUP, Inc. no longer has the right to publish, license or otherwise distribute.

**8 INTELLECTUAL PROPERTY RIGHTS**

- 8.1 The Licensee acknowledges that OUP, Inc. does not own the copyright with respect to certain of the Licensed Works or portions thereof and that OUP, Inc. has licensed or otherwise obtained the right to publish or distribute such Licensed Works or parts thereof from third parties ("Third Party Suppliers"). As between OUP, Inc. and the Licensee, the Licensee acknowledges that the copyright and other intellectual property rights in the Licensed Works and any related documentation are owned or controlled by OUP, Inc. or the Third Party Supplier thereof, and no transfer of copyright or any other right, title or interest therein is made by this License, except for the right to access and use the Licensed Works in accordance with the terms and conditions of these Network Member Perpetual Access Terms.
- 8.2 The Licensee will notify OUP, Inc. promptly if it becomes aware of any claim by any third party that the Licensed Works infringe an intellectual property or other right of any third party.
- 8.3 The Licensee acknowledges and agrees that a Third Party Supplier may provide additional terms and conditions affecting the Licensee's use of the Licensed Works, which will be appended to these Network Member Perpetual Access Terms. Such terms and conditions will prevail and control use of the relevant Licensed Works over any conflicting terms contained herein. Licensee agrees that these Network Member Perpetual Access Terms, to the extent it pertains to any Licensed Work or part thereof, copyright of which is owned by a Third Party Supplier, may be enforced by such Third Party Supplier.
- 8.4 The provisions of this Paragraph 8 will survive the termination of This Agreement (including its exhibits) for any reason.

**9 REPRESENTATIONS, WARRANTIES AND INDEMNITIES; FORCE  
MAJEURE**

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CONDITIONS OF USE**

- 9.1 OUP, Inc. represents and warrants that it has the power to enter into this Agreement and to grant the rights conferred herein to the Regional Network and the Licensees and that the Licensed Works do not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary right or contract right of any third party. Except as provided in the foregoing sentence, OUP, Inc. gives no warranty, express or implied, regarding any information or materials contained in or produced by the Licensed Works, nor regarding the accuracy, completeness, or reliability of the Licensed Works. OUP, Inc. PROVIDES THE LICENSED WORKS ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND EXCEPT AS EXPRESSLY PROVIDED ABOVE. EXCEPT TO THE EXTENT, IF ANY, THAT AGREEMENT TO THE FOLLOWING IS PROHIBITED BY THE LAWS OR REGULATIONS GOVERNING CONTRACTS WITH AN ENTITY SUCH AS THE REGIONAL NETWORK, OUP, INC. DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES THAT THE MATERIAL IN THE LICENSED WORKS IS COMPLETE OR ACCURATE AND IN NO EVENT WILL OUP, INC. BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE THE LICENSED WORKS OR FOR THE LOSS OR DAMAGE OR CORRUPTION OF DATA, LOSS OF PROGRAMS, A LOSS OF BUSINESS OF GOODWILL OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE OF, OR INABILITY TO USE THE LICENSED WORKS, INCLUDING WITHOUT LIMITATION: LOSSES ARISING FROM ANY ERRORS, OMISSIONS OR OTHER INACCURACIES IN, OR CORRUPTION CAUSED BY, THE LICENSED WORKS, WHETHER BY TRANSMISSION PROCESSING OR OTHERWISE; OR CLAIM FOR LOST PROFITS, LOST DATA, OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL OUP, INC.'S LIABILITY HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID HEREUNDER FOR THE LICENSE OF THE LICENSED WORKS.
- 9.2 The signatory for Licensee of these Network Member Subscription Terms represents and warrants to OUP, Inc. that s/he has the power and authority to execute these Network Member Subscription Terms on behalf of the institution indicated, which institution agrees to be bound by all terms contained herein. Notwithstanding the limitations of Paragraph 9.1, the Licensee will defend, indemnify and hold OUP, Inc. harmless from and against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) arising from: (a) any unauthorized use or dissemination of the Licensed Works by the Licensee or its Authorized Users; and (ii) any violation of these Network Member Subscription Terms or of any third party's rights by the Licensee or its Authorized Users, including but not limited to infringement of any copyright or other proprietary right or invasion of any privacy rights.
- 9.3 The signatory for Licensee of This Agreement (including its exhibits) represents and warrants to OUP, Inc. that s/he has the power and authority to execute This Agreement (including its exhibits) on behalf of the institution indicated, which institution agrees to be bound by all terms contained herein. Notwithstanding the limitations of Paragraph 9.1, the Licensee will defend, indemnify and hold OUP, Inc. harmless from and against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) arising from: (a) any unauthorized use or dissemination of the Licensed Works by the Licensee or its Authorized Users; and (ii) any violation of This Agreement (including its exhibits) or of any third party's rights by the Licensee or its Authorized Users, including but not limited to infringement of any copyright or other proprietary right or invasion of any privacy rights.
- 9.4 The obligations in Paragraphs 9.1 and 9.2 will survive the termination of these Network Member Perpetual Access Terms.

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- 9.5 Neither party will be responsible to the other for any failure to perform any obligation under This Agreement (including its exhibits) caused by an Act of God, war, riot, embargo, acts of civil or military authority, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane or other cause outside the control of the party that could not be avoided by the exercise of due care (a "force majeure event"). In the event of any delay in performance arising out of a force majeure event, the delayed party's obligations will be extended accordingly, provided that the parties will at all times use reasonable efforts to perform their respective obligations under This Agreement (including its exhibits) in a timely manner, taking account of such circumstances.

**10 PRIVACY POLICIES**

- 10.1 OUP, Inc. will adhere to the privacy policies posted on the websites for each of the Licensed Works. Without limiting the foregoing, it is acknowledged that OUP, Inc. may use the personal data the Licensee provides online to send the Licensee information about offers that OUP, Inc. feels may be of interest to the Licensee and OUP, Inc. may provide aggregated data about use of the Licensed Works to other persons.

**11 GENERAL**

- 11.1 Except to the extent, if any, that agreement to the following is prohibited by the laws or regulations governing contracts with an entity such as the Licensee (including but not limited to any law or regulation governing contracts with public libraries or state or local government-supported educational institutions): This Agreement (including its exhibits) will be interpreted and construed according to, and governed by, the laws of the State of New York without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York; and the Licensee irrevocably agrees that any dispute arising out of or in connection with This Agreement (including its exhibits) will be subject to and exclusively within the jurisdiction of the United States District Court for the Southern District of New York or the Supreme Court of the State of New York for New York County.
- 11.2 This Agreement (including its exhibits) constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement (including its exhibits) may be amended by: (i) OUP, Inc., in its sole discretion, provided that OUP, Inc. will use good faith efforts to give Licensee thirty (30) days' prior written notice of any such proposed amendment and Licensee will have the option to terminate This Agreement (including its exhibits) by delivery to OUP, Inc. of a written notice of Licensee's election to terminate This Agreement (including its exhibits) received by OUP, Inc. within sixty (60) days receipt of such notice; or (ii) a writing executed by both parties. Notice of any proposed amendments to This Agreement (including its exhibits) may be delivered to Licensee by OUP, Inc. electronically through OUP, Inc.'s online customer support account management system.
- 11.3 This Agreement (including its exhibits) may not be assigned by Licensee without the prior written consent of OUP, Inc. OUP, Inc. may freely assign This Agreement (including its exhibits) to an affiliate, a successor to its business or a transferee of OUP, Inc.'s right to publish and distribute the Licensed Works. The rights and obligations of This Agreement (including its exhibits) will bind and benefit any successors and permitted assigns of the parties. Any attempted assignment in violation of this Paragraph will be null and void and of no force or effect.
- 11.4 Any notice or other communication required by This Agreement (including its exhibits) will be in writing addressed to the individuals named at the signature page of This Agreement (including its exhibits) at the addresses shown for the respective parties at the first page of This Agreement (including its exhibits) (or such other person and/or address as the relevant party may from time to time designate by notice pursuant to this Paragraph). Any such notice will be deemed to have

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been duly given on the day of service if served personally; three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid; or two days after mailing if mailed by commercial overnight courier.

- 11.5 If any provision of This Agreement (including its exhibits) is invalid, illegal, or unenforceable under any applicable statute or rule of law, the provision will be deemed omitted to the extent that it is invalid, illegal, or unenforceable. In such a case, the remainder of This Agreement (including its exhibits) will be construed in a manner as to give greatest effect to the original intention of the parties hereto.
- 11.6 The waiver of failure of either party to exercise in any respect any right provided in This Agreement (including its exhibits) in any instance will not be deemed to be a waiver of such right in the future or a waiver of any other right under these Network Member Perpetual Access Terms.
- 11.7 The relationship of the parties hereto will be that of independent contractors. Nothing herein will be construed to create any partnership, joint venture, or similar relationship or to subject the parties to any implied duties or obligations respecting the conduct of their affairs, which are not expressly stated herein. Neither party will have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party, or to bind the other party in any matter or thing whatsoever.

The Preceding Pages of the Oxford University Press, Inc. Network Member Perpetual Access Terms have, as validated by the signature below, been reviewed and agreed to by the institutional Subscriber listed below

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Authorized Signature

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Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date