

Serials Site License Agreement

America: History and Life, Historical Abstracts

Licensee: _____

Contract Date: _____

Database: _____

License Description: _____

Format: _____

Any Special License Terms (e.g. consortium pricing, remote access license, etc.):

Licensee's Notice Address:

e-mail: _____

fax number: _____

The parties agree to be bound by the terms and conditions set forth in this agreement as evidenced by the signatures below:

ABC-CLIO

By: _____

Name: _____

Title: _____

LICENSEE

By: _____

Name: _____

Title: _____

THIS LICENSE AGREEMENT is entered into by and between ABC-CLIO, a California corporation ("ABC-CLIO"), and the Licensee specified above (the "Licensee") as of the Contract Date specified above (the "Effective Date").

1. THE LICENSE

1.1 As used in this Agreement, the following terms shall have the meaning indicated:

"Licensed Materials" means the materials specified on the cover page, including all updates to these materials published or otherwise made commercially available during the term of this Agreement.

"Site" means the same institution, in the same city, and at the same billing address.

1.2 The Licensee has a nonexclusive and nontransferable license to use the Licensed Materials. The limits to the Licensee's license are set out on the cover page. The Licensee may modify the limits at any time by notice to ABC-CLIO and payment of appropriate fees.

2. COPYRIGHT

The Licensed Materials and any related documentation are copyrighted by ABC-CLIO unless otherwise noted, and no transfer of copyright is made by this license.

3. TERM AND FEES

3.1 This Agreement shall have an initial term of one year commencing on the Effective Date, unless specified otherwise.

3.2 This Agreement shall automatically renew for successive additional terms unless either party gives the other notice of termination, renegotiation, or revision of terms and fees at least four months prior to the expiration of the then-current term.

3.3 The Licensee's subscription to the Licensed Materials provides its users, for a fixed annual fee, unlimited searching of the Licensed Materials for the term of this Agreement, beginning with the first full month following the date on which the Licensee executes this Agreement or makes such election, whichever is later.

3.4 ABC-CLIO reserves the right to change pricing for the Licensed Materials upon renewal of this Agreement. Any change in fees, including subscription fees, may become effective only upon notice, at least forty-five (45) days prior to the end of any terms or annual extensions, from ABC-CLIO to the Licensee, which shall set forth the new fees and effective date(s) thereof. Increases in the subscription fees shall be effective only upon renewal of this Agreement for the applicable Licensed Materials.

4. CONFIDENTIALITY

Portions of the Licensed Materials are proprietary or trade secrets of ABC-CLIO or of the parties under whose license ABC-CLIO provides the Licensed Materials. The Licensee may not sell, transfer, publish, disclose, display or otherwise make available the Licensed Materials beyond the limits of the license set out above. Licensee shall use reasonable care to protect the copyrights and trade secrets of ABC-CLIO. Violation of this provision shall be the basis for termination of this Agreement. Termination of this Agreement shall be in addition to and not in lieu of any other legal or equitable remedies available to ABC-CLIO.

5. LIMITED WARRANTY

5.1 Neither ABC-CLIO nor anyone else who has been involved in the creation, production, or delivery of the Licensed Materials shall be liable for any direct, indirect, consequential or incidental damages arising out of the use or the inability to use such Licensed Materials even if ABC-CLIO has been advised of the possibility of such damages or for any claim by any other party. ABC-CLIO does not represent or warrant that all errors in the Licensed Materials will be corrected. The warranties set forth in this License Agreement are the sole and exclusive warranties respecting the Licensed Materials or services provided under this License Agreement, either express or implied, including but not limited to any warranty of design, merchantability, or fitness for a particular purpose. No agent of ABC-CLIO is authorized to alter or exceed the warranty obligations of ABC-CLIO as set forth in this Agreement.

5.2 Neither party shall be liable to the other for any loss or damage attributable to, and neither party shall be deemed to be in default hereunder as a result of, any failure or delay in performance caused by force majeure. For purposes of this Agreement, the term "force majeure" shall include strike, lockout, earthquake, hurricane, flood, fire, or other acts of God or nature, war, rebellion, civil disorders, laws, regulations, acts of civil or military authorities (including the denial or cancellation of any export or other necessary license), unavailability of materials, carriers, or communications facilities, and any other causes beyond the reasonable control of the party whose performance is affected. Both parties shall use all reasonable efforts to minimize the consequences of force majeure. Where force majeure remains in effect for more than three (3) months, or if at the beginning of a force majeure condition it is clear that it will last longer than three (3) months, either party may terminate this Agreement by giving notice to the other at least three months prior to such termination.

5.3 ABC-CLIO makes no warranties respecting any harm that may be caused by the inadvertent transmission of any computer virus, worm, time bomb, logic bomb, or other such computer program transmitted with the Licensed Materials.

6. NOTICES

6.1 All notices given pursuant to this Agreement shall be in writing and sent to Licensee at the Licensee Notice Address specified above, or to ABC-CLIO at the following address:

If by U.S. Mail, addressed to:

ABC-CLIO

P.O. Box 1911

Santa Barbara, CA 93116-1911

or by facsimile to the above address at facsimile number 805-685-9685 with confirmation copies sent by U.S. Mail as specified above.

7. GOVERNING LAW

This agreement shall be interpreted and construed according to, and governed by, the laws of the State of California, United States of America.

8. ASSIGNABILITY OF AGREEMENT

Neither this Agreement or any interest herein may be assigned by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld, except that either party may assign this Agreement in its entirety to any purchaser of all or any substantial portion of its business or assets or to any subsidiary or other affiliate without the other party's approval.

9. ENTIRE AGREEMENT

9.1 This Agreement constitutes the entire agreement of the parties relating to the Licensed Materials as defined above. This Agreement supersedes all prior communications, understandings, and agreements, oral or written.

9.2 This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.

10. NO AGENCY IMPLIED

Nothing in this Agreement shall be construed to constitute or appoint either party as the agent or representative of the other

party for any purpose whatsoever, or to grant to either party any right or authority to assume or create any obligation or responsibility, express or implied, for or on behalf of or in the name of the other, or to bind the other in any way or manner whatsoever.