



eBOOKS PURCHASE and SITE LICENSE AGREEMENT

Contract Date:

Licensee:

Licensee's Address:

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

ABC-CLIO

LICENSEE

By:

By:

Signature

Signature

Name:

Name:

Title:

Title:

Date:

Date:

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:

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the Licensee may be cause for terminating this Agreement or restricting access for the offending parties. If the Licensee is a Library Consortium, it is responsible for the access and usage of the Licensed Materials by the Authorized Users of its Library Members.

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.

- 1.4 ABC-CLIO commits to hosting the Licensed Materials for access by the Licensee for the number of years contracted for and paid for by the Licensee. If the Licensee no longer needs or requires hosting of the Licensed Materials by ABC-CLIO, ABC-CLIO will deliver to the Licensee, at the Licensee's request, electronic files for the Licensee to host under the terms of this Agreement.

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. LIMITED WARRANTY

3.1 In the event that ABC-CLIO hosts the Licensed Materials, 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.

3.2 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.

3.3 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.

4. 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.

5. ENTIRE AGREEMENT

This is a recording of the entire Agreement between the parties and supersedes all prior communications, understandings, and agreements, oral or written.