PRESSDISPLAY SERVICE AGREEMENT No.

This agreement is made on the ....................., between the ......................... (Library) at the ......................... Australia and NewspaperDirect, One Penn Plaza, Suite 3600, New York, New York 10019, USA and its subsidiary, NewspaperDirect, Inc., 10451 Shellbridge Way, Suite 120, Richmond, BC, Canada V6X 2W8.

1. Definitions.

In this Agreement, in addition to those terms defined in the Commercial Terms, each capitalized term shall have the meanings indicated below.

(a) "Agreement” means the Commercial Terms these General Terms and Conditions;

(b) “Confidential Information” means all information relating to either Party or to such Party's business, operations, products, sales, customers, trade secrets, technology or financial position to which access is obtained or granted hereunder, which is treated by the disclosing Party as being confidential including, without limitation, all non-public aspects of the Platform Technology, but provided, however, that Confidential Information of the disclosing Party shall not include any data or information which the receiving Party can demonstrate:

(i) is or becomes publicly available through no fault of the receiving Party;

(ii) is already in the rightful possession of the receiving Party prior to its receipt from the other Party;

(iii) is independently developed by the receiving Party;

(iv) is rightfully obtained by the receiving Party from a third party not subject to an obligation of confidentiality;

(v) is disclosed with the written consent of the disclosing Party whose information it is; or

(vi) is disclosed pursuant to court order or other legal compulsion, provided the receiving Party gives the disclosing Party prompt notice of any such requirement to afford the disclosing Party an opportunity to obtain a protective order;

(c) "Force Majeure” means an event beyond the reasonable control of the Party claiming its performance is delayed as a result thereof, for the duration of the continuation of the event. Force Majeure shall not include unavailability or insufficiency of financial resources or personnel;
(d) “Library” means the aforementioned Library, which is to be a provider of the Service to its patrons through the PressDisplay Website. Library provides its Patrons with access to the service for on-site use at its branches, offices, campus buildings and off-site (remote) use through any Library owned website;

(e) “Patron” means any authorized user of the aforementioned Library including all library employees, library card holders, walk-in users (using workstations within the Library) and virtual reference users. Management of user authentication and authorization to use the Service is determined by the Library, and is authenticated on the basis of provided IP subnets;

(f) “Parties” means NewspaperDirect and the Library and “Party” means any of them;

(g) “Platform Technology” means the executable form of the NewspaperDirect web building tools as such technology is revised, updated, enhanced and modified from time to time (and including in all respects all intellectual property rights therein), as such exist from time to time;

(h) “PressDisplay Service” or the “Service” is the on-line service operated by NewspaperDirect, Inc. (“NewspaperDirect” or “ND”), that provides users with the capability to read online electronic versions of publications;

(i) “PressDisplay Website” is the NewspaperDirect website, located at http://library.PressDisplay.com. NewspaperDirect provides this Service with exclusions and limitations set herein.

2. Library Responsibilities. Library may only use the PressDisplay Service for lawful purposes and in accordance with this Agreement and any operating rules established by NewspaperDirect. Library will not use the PressDisplay Service in jurisdictions where prohibited by applicable law.

Library undertakes to promote the service to the best of its abilities among patrons, conducting agreed upon by the Parties surveys and obtaining feedback to improve the quality of the Service supplied to the patrons by the Library. ND may at its discretion assist in providing appropriate promotional support to the Library, determined in consultation with the Library.

Library undertakes responsibility to share non-confidential survey data and feedback received with ND. Parties will co-operate in survey construction in order to compile a full picture of the Service usage and usability.

3. Confidentiality. NewspaperDirect agrees to hold in strict confidence any private and confidential Library information, including user IDs, passwords and personal Patron or user information that may be required to implement and manage the Service.

Library agrees to use its best efforts to hold in strict confidence information pertaining to the price and terms of this Agreement.

Furthermore, each Party (hereinafter in this Section, the “Receiving Party”) covenants with the other Party (hereinafter in this Section, the “Disclosing Party”) that it shall keep confidential the Confidential Information of the Disclosing Party to which the Receiving Party obtains access as a consequence of entering into this Agreement and
that it will take all reasonable precautions to protect such Confidential Information from any use, disclosure or copying except as expressly authorized by this Agreement. The Receiving Party shall implement such procedures as the Disclosing Party may reasonably require, from time to time to improve the security of the Confidential Information of the Disclosing Party in its possession. Upon termination of this Agreement, the Receiving Party shall at the choice of the Disclosing Party, either return to the Disclosing Party or destroy all copies or partial copies of Confidential Information of the Disclosing Party in any form which is in the possession of the Receiving Party or under its control, and certify that all such Confidential Information has been returned or otherwise destroyed.

4. Price. Under this Agreement the Library will be provided with .......... simultaneous user accounts for a fee of .......... (USD) for the initial term of the Agreement. Pricing for the subsequent term(s) is subject to change. All applicable taxes are responsibility of the Library.

The Library may at any time increase the number of simultaneous user accounts with adjustments to the original invoiced amount being calculated on a prorated basis of $........(USD) per month per user account. NewspaperDirect will monitor the number of simultaneous user logins and will provide the Library with an adequate and fair warning before turning patrons away, when the number of simultaneous logins exceeds the number of user accounts which were paid for.

At time of commencement of this Agreement, the Service includes access to back issues for up to forty-five (45) days. Additional features, if introduced, will become subject to this Agreement automatically. NewspaperDirect may, at any time, change or discontinue any aspect or feature of the PressDisplay Service, including content, features, hours of availability, depth of back issues access for some or all available publications, equipment or the software needed for access or use. NewspaperDirect may add or delete available titles at Publisher’s request, and has no control over this action. NewspaperDirect may also impose limits on certain features and services or restrict Library access to parts or all of the Service without notice or liability. NewspaperDirect will announce substantial changes to PressDisplay service via email.

5. Terms. The initial term of this Agreement shall be for a period of one (1) calendar year commencing on .................and terminating on ................. This Agreement will renew for consecutive one (1) year terms after that. Either party may indicate intent not to renew by giving the other party written notice of such non-renewal thirty (30) days prior to the termination date.

6. Payment. Payment will be made in the currency of the invoice provided within 30 days of invoice date and can be made via credit card or wire transfer. To facilitate ease of payment, NewspaperDirect accepts Visa, MasterCard or American Express. Past due amount payable shall bear interest at the rate of 1.5% per month (19.56% per annum), calculated daily and compounded monthly, subject to any applicable maximums set by law, plus all expenses of collection. All payments shall be made through NewspaperDirect Australia as part of Scantech Australia Pty Ltd located at 17/20 Duerdin St, Clayton North Victoria Australia 3168 unless otherwise advise in writing.

7. Intellectual Property. The PressDisplay Service contains copyrighted material, trademarks and other proprietary information. Without limiting the scope of
NewspaperDirect's intellectual property rights, Library acknowledges that NewspaperDirect and/or its licensors own intellectual property rights in (i) the content included within the publications; (ii) the PressDisplay Service, the content contained within it; (iii) the selection, coordination, and arrangement of the PressDisplay Website and the publications contained within it; and (iv) the trademarks used in connection with the Service. Publications available with the Service are for personal use of Library Patrons only and may not be modified, reverse engineered, redistributed, sold, publicly displayed, licensed, rented, or otherwise provided to a third party or commercially exploited. NewspaperDirect does not grant Library any licences express or implied, to the intellectual property of PressDisplay or our Publishing partners except as expressly authorized in this Agreement.

8. Third Party Content. NewspaperDirect is a distributor (and not a publisher) of content supplied by third parties and has no editorial control over the content. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including those made in publications offered by our Service, are those of the respective author(s) or publisher(s) and not of NewspaperDirect. Neither NewspaperDirect nor any third-party provider of information guarantees the accuracy, timely availability, completeness, or usefulness of any content. Under no circumstance will ND be liable for any loss or damage caused by Library or its Patrons’ reliance on information obtained through the PressDisplay Service. The PressDisplay Service may contain links to other Internet sites and third-party resources. NewspaperDirect is not responsible for either the availability of these outside resources or their content.

9. Disclaimer of Warranty. (A) THE PRESSDISPLAY SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NONINFRINGEMENT, ACCURACY OF DATA, AVAILABILITY, TIMING, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. (B) WITHOUT LIMITING THE FOREGOING, NEITHER NEWSPAPERDIRECT NOR ITS AFFILIATES, LICENSORS, OR AGENTS WARRANT THAT THE PRESSDISPLAY SERVICE WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PRESSDISPLAY SERVICE, OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION, SERVICE, OR GOODS PROVIDED IN CONNECTION WITH THE PRESSDISPLAY SERVICE. LIBRARY AND ITS PATRONS BEAR THE RESPONSIBILITY FOR OBTAINING AND MAINTAINING RELIABLE INTERNET CONNECTIVITY, TYPICALLY THROUGH A THIRD PARTY INTERNET SERVICE PROVIDER. FURTHERMORE, NEWSPAPERDIRECT IS NOT RESPONSIBLE FOR ISSUING REFUNDS (IF APPLICABLE) BASED ON LIBRARY AND/OR PATRON INABILITY TO CONNECT TO PRESSDISPLAY SITE OR VIEW THE NEWSPAPERS, WHICH WAS CAUSED BY LIBRARY’S AND/OR PATRON’S INABILITY TO OBTAIN A STEADY INTERNET CONNECTIVITY TO LIBRARY’S AND/OR PATRON’S THIRD PARTY INTERNET SERVICE PROVIDER.

10. Limitation of Liability. IN NO EVENT WILL NEWSPAPERDIRECT OR ITS AFFILIATES, LICENSORS, OR AGENTS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, AND CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS) OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRESSDISPLAY
SERVICE. LIBRARY ACKNOWLEDGES THAT (I) THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE PRESSDISPLAY SERVICE; AND (II) NEWSPAPERDIRECT IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF THIRD PARTIES INCLUDING NEWSPAPERDIRECT LICENSORS AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH LIBRARY.

11. Indemnification. Library agrees to defend, indemnify and hold harmless NewspaperDirect, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of Library use or inability to use of the PressDisplay Service. Library agrees to fully cooperate as reasonably required in the defence of any such claim.

12. Monitoring. NewspaperDirect has the right, but not the obligation, to monitor the PressDisplay Service (i) to determine compliance with this Agreement and any operating rules established by NewspaperDirect; and (ii) to satisfy any law, regulation or authorized government request. Without limiting the foregoing, NewspaperDirect shall have the right to remove any content that NewspaperDirect, in our sole discretion, find to be in violation of the provisions hereof or otherwise objectionable or in breach of NewspaperDirect licensors' obligations.

13. Revisions and Miscellaneous. This Agreement and any operating rules for the PressDisplay Service established by NewspaperDirect constitute the entire agreement between us with respect to the subject matter hereof, has confidential nature (including but not limited to pricing structure and applicable fees charged), and supersedes all previous written or oral agreements between us with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the Province of British Columbia, Canada without regard to its conflict of laws rules. For any suit, action or other proceeding arising from or relating to this Agreement, Library hereby irrevocably agrees to personal jurisdiction and exclusive venue of the Canadian Court, Province of British Columbia in the city of Vancouver. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

14. Force Majeure Clause. Neither Library nor NewspaperDirect shall be considered in default or liable under this Agreement in cases of delays due to wars, civil riots, epidemics, acts of nature, fires, strikes, acts of terrorism, government restriction or other circumstances beyond their control.

Agreed to by:

............... Library

NewspaperDirect, Inc.

Signature: 

Signature:

Name: 

Name:

Title: 

Title:

Date: 

Date:
Agreement, Technical and Billing Information:

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<th>Agreement Contact Name (name and email):</th>
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<tr>
<td>Technical Contact (name and email):</td>
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<td>IP address ranges for PressDisplay service activation:</td>
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**User / Department Name / Branch Location**

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**IP Ranges (Subnets)**

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**Billing Contact (name):**

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