SUBSCRIPTION SERVICE LICENSE AGREEMENT

1. PARTIES AND ADDRESSES

This Subscription Service License Agreement, or SLA (the "Agreement"), is effective [subscription start date] ("Effective Date"), and is entered into by and between:

[Institution] with its principal offices at ________________________ ("Subscriber"); and

Knovel Corporation, a Delaware corporation with its principal place of business at 13 Eaton Avenue, Norwich, New York, 13815, USA ("Knovel")

2. TERMS.

The following definitions, commercial terms and conditions are incorporated herein by reference:

Definitions are found in Appendix A; Description of Licensed Product, Service Start Date and End Date and Fees are found in Appendix B and will be updated upon each renewal, and Authorized Sites and Contact Information are found in Appendix C.

3. SCOPE OF SERVICE LICENSE AGREEMENT

3.1 License Grant. Knovel hereby grants to Subscriber and its Authorized Users, as defined in Section 3.3, a revocable, non-transferable, limited, non-exclusive right and license to access the Knovel Service, as defined in Appendix A, with respect to the products identified in Appendix B (the "Licensed Products"). The forgoing rights include the rights to search, view and browse the Licensed Products. Subject to Section 3.2 below, Knovel recommends that Authorized Users limit printing or downloading activity to Limited Selections. Any printed or downloaded copies of Licensed Products are to be used for internal purposes only and may not be sold, distributed or transferred to a third party except as noted in Section 3.2. Materials printed or saved from Licensed Product may not, under any circumstances, be sold in any form.

3.2 All use of materials printed, downloaded or saved from the Licensed Product may be subject to U.S or applicable international copyright laws. Uses beyond those permitted here and allowed by the "Fair Use" limitations of the U.S. Copyright Act of 1976 (17 U.S.C. § 107) require permission of the copyright holder of the applicable content. All use of materials printed, downloaded or saved from the Licensed Product are subject to the Usage Restrictions outlined in Section 5.1 of this Agreement.

3.3 Authorized Users.

3.3.1 Authorized Users include Subscriber's employees including faculty members (including temporary or exchange faculty for the duration of their assignment); matriculated and non-matriculated students; registered distance learning students who are permitted to access the Secure Network from within the premises of the Subscriber and from such other places where Authorized users work or study, including without limitation halls of residence and homes of Authorized Users and who have been issued by the Subscriber with a password or other authentication.

3.3.2 Subscriber's unaffiliated, walk-in library patrons ("Walk-In Users") may be granted access to the Knovel Service and Licensed Products only if such persons access the Knovel Service on site at one of the Subscriber's libraries.

3.3.3 Subject to Section 4.6, Subscriber acknowledges that all Authorized Users and Walk-In Users are subject to Knovel's Terms and Conditions, which are posted at http://why.knovel.com/general/terms-a-conditions.html ("User T&Cs"). Should the terms of the User T&Cs conflict with the terms of this Agreement, the terms of this Agreement will govern.

4. REPRESENTATIONS AND WARRANTIES

4.1 Knovel warrants that the Knovel Service and the Licensed Products will substantially conform to Knovel's product descriptions when used for their intended purposes. Knovel further warrants that to its knowledge use of the Licensed Products, when used by Subscriber according to the terms and conditions herein, will not infringe upon the intellectual property rights of third parties. Knovel agrees to indemnify, defend, and hold Subscriber (and its directors, officers, shareholders, employees and agents) harmless against all costs and reasonable expenses (including reasonable attorneys’ fees), damages, and liabilities in the event such a claim of infringement is made. Knovel shall not admit fault on the part of Subscriber, or settle any such claim(s) in any manner affecting Subscriber's rights without Subscriber's prior written consent.

4.2 To the best of Knovel's knowledge and ability, the Knovel Service shall not contain any "viruses," “time bombs,” “Trojan horses,” or any unauthorized third-party disabling devises (collectively, "Disabling Devices"). Should Knovel identify or discover
any such Disabling Devices on the Knovel Service, Knovel shall use reasonable efforts to remedy and/or remove any Disabling Devices as soon as reasonably possible.

4.3 Although Knovel believes all content in the Licensed Products is reliable, Knovel does not warrant or guarantee the timeliness, sequence, accuracy or completeness of the content. Knovel does not warrant that the content will be error-free or trouble-free.

4.4 Knovel will use reasonable efforts to ensure the Knovel Service is accessible on a 24-hour per day, 7-day per week basis, subject to downtime for maintenance purposes. There can be no assurances, however, that access will be available at all times, or on an uninterrupted basis.

4.5 EXCEPT AS EXPLICITLY SET FORTH HEREIN, KNOVEL AND ITS LICENSORS PROVIDE THE LICENSED PRODUCTS AND THE CONTENT FOUND THEREIN, RESPECTIVELY, ON AN ‘AS IS’ BASIS WITHOUT WARRANT OR GUARANTEE, OF ANY KIND, EITHER EXPRESSED OR IMPLIED AND KNOVEL AND ITS LICENSORS DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. IN NO EVENT SHALL KNOVEL BE LIABLE FOR: INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF DATA, BUSINESS INTERRUPTION, OR LOSS OF PROFITS, ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE KNOVEL SERVICE OR THE LICENSED PRODUCTS. WITH THE EXCEPTION OF A BREACH IN SECTION 4.1, IN ALL EVENTS, THE AGGREGATE LIABILITY OF KNOVEL HEREUNDER FOR ALL CLAIMS AND DAMAGES WILL NOT EXCEED THE AMOUNTS RECEIVED BY KNOVEL HEREUNDER DURING THE SUBSCRIBER’S THEN-CURRENT TERM OF SERVICE.

4.6 Subscriber Obligations. Subscriber shall use reasonable efforts to: (i) implement reasonable procedures to restrict access to the Licensed Products to Authorized Users; (ii) not knowingly permit anyone other than Authorized Users to use the Licensed Products; and (iii) provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Products is granted under this Agreement. Subscriber shall not be held liable for the action of individual users who act without Subscriber’s knowledge or consent. Subscriber has entered into this Agreement to obtain products or services for its own account and use and not on behalf of any other person or entity.

4.7 Misuse. Subscriber shall utilize the Licensed Product for its intended purpose. Should Subscriber become aware of any misuse, Subscriber will notify Knovel and will take corrective action, if deemed necessary, as directed by Knovel. Knovel will take reasonable measures to detect misuse of the Licensed Products. Should Knovel identify misuse, Knovel shall notify Subscriber of such misuse, and will request corrective action(s) to be taken. Knovel, in its sole discretion, may perform site usage monitoring and take action deemed necessary, including but not limited to suspending IP-specific or account access, if required to maintain service integrity for all Knovel subscribers.

4.8 Survival of Warranties. The foregoing representations and warranties shall survive for the Term of this Agreement (unless otherwise noted).

5. USAGE RESTRICTIONS AND PROHIBITED BEHAVIOR

5.1 Usage Restrictions. Except as expressly permitted in this Agreement, no part of the Knovel Service or the Licensed Products may be used (directly or indirectly) for any of the following purposes:

- sub-licensing or renting Subscriber’s license to the Licensed Products in any manner including in connection with fee-for-service use;
- sharing or storing on file hosting sites (whether Subscriber or nonsubscriber sites) or non-Subscriber servers;
- Commercial Use, as defined in Appendix A;
- Systematic Reproduction, Retention, or Distribution, as defined in Appendix A;
- Substantial Reproduction, Retention, or Distribution, as defined in Appendix A.

5.2 Copyright Notices / Proper Citations. Copyright notices, other notices, or disclaimers included in the Licensed Products may not be removed, obscured, or modified in any way. Any use of Limited Selections from the Licensed Product must include the proper bibliographic citation, including author attribution, full title of the work from which the Limited Selection is taken, publisher, and the copyright date.

5.3 Derivative Works / Alterations. Subscriber and its Authorized Users may not post, modify or create a derivative work of content obtained from the Knovel Service without prior, express written consent from the copyright holder of the underlying work.

5.4 Plagiarism. Subscriber and its Authorized Users may not misuse the Knovel Service to plagiarize or represent the work of others as its own.

5.5 Prohibited Behavior. Subscriber and its Authorized Users may not use the Knovel Service or any of its features for any unlawful purposes or to facilitate or encourage any unlawful act. Authorized Users may not upload, post, transmit or otherwise disseminate on or via the Knovel Service any of the following: (i) any material that is threatening, abusive, defamatory, vulgar, obscene, profane, objectionable or otherwise unlawful; (ii) any materials protected by copyright, trademark, or other proprietary right without a valid license or other right to do so; (iii) any advertisement, solicitation, spam or similar type of information; or (iv) any private, personally identifiable information regarding others. Any other use, including the reproduction, modification,
Either party may, at its option and without notice, terminate this Agreement, effective immediately, should the other:

- Bankrupt, or consent to the filing of a petition of bankruptcy against it;
- Be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent;
- Seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization;
- Have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.

Neither party nor its Authorized Users may reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter any executable code, contents, or tools downloaded from or made available through the Knovel Service. Neither party nor its Authorized Users may use programs, scripts, code or other available methods to download or view multiple pages of content on the Knovel Service in an automated fashion. Neither party nor its Authorized Users may use robot, spider, scraper, or other automated means to access the Knovel Service for any purpose or bypass any measures Knovel uses to prevent or restrict access to the Knovel Service.

The Knovel Service and all tools, features and content therein are protected by copyrights, moral rights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws, in the United States and internationally. Knovel reserves the right at any time to withdraw third-party content from the Licensed Products for which Knovel no longer has rights to publish, or make a general assignment for the benefit of creditors; (2) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (3) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (4) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (5) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.

6. INTELLECTUAL PROPERTY RIGHTS

All rights, save for the limited and non-exclusive license(s) or other privileges granted under this Agreement, are reserved to and remain the exclusive property of Knovel or its licensors. Nothing in this Agreement shall transfer any other rights to Subscriber. The Knovel Service and all tools, features and content therein are protected by copyrights, moral rights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws, in the United States and internationally. Knovel reserves the right at any time to withdraw third-party content from the Licensed Products for which Knovel no longer has rights to publish, or which Knovel has reasonable ground to believe infringes copyright or is unlawful or otherwise objectionable. Knovel will use reasonable efforts to substitute comparable content in such situations. Subscriber acknowledges that the Licensed Products contain valuable and proprietary data and information, and that the unauthorized distribution of such material could materially harm the business and prospects of Knovel or its licensors.

7. TERM AND TERMINATION

7.1 Term. The Service Period covered by this Agreement is specified in Appendix B. This Agreement will renew for a one year term at the Service End Date and each anniversary date thereafter unless either party provides written Notice, as per section 8.5, to the other of its intent to not renew this Agreement not less than ninety (90) calendar days before the end of the then current Service Period.

7.2 Service Activation. Knovel will provide access to the Licensed Product to Subscriber and its Authorized Users as of the Service Start Date provided this Agreement has been fully executed by both parties.

7.3 Should either party commit a material breach of its obligations hereunder, or should any of the representations of either party in this Agreement prove to be untrue in any material respect, the other party may, at its option, terminate this Agreement upon thirty (30) days' written notice of termination, which notice shall identify and describe the basis for such termination. If, prior to expiration of such 30-day period, the defaulting party cures such default, termination shall not take place. Notwithstanding the foregoing, Knovel reserves the right to terminate this Agreement if Subscriber routinely violates Knovel's security principles or the intellectual property rights of Knovel or a third party. If Subscriber fails to commence corrective action within ten (10)-business days after receipt of written notice from Knovel of the violation.

7.4 Either party may, at its option and without notice, terminate this Agreement, effective immediately, should the other party: (1) make a general assignment for the benefit of creditors; (2) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (3) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (4) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (5) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.
7.5 Payment Terms. Knovel’s standard payment terms are Net 30 days. Knovel does not issue refunds. All invoice or payment inquiries should be directed to our Norwich Accounting office, located at: 13 Eaton Avenue, Norwich, NY 13815. Late payment may result in a temporary suspension of access, or termination of access at Knovel’s discretion.

8. GENERAL

8.1 Severability. If any provision of this Agreement is found invalid or unenforceable, the remaining provisions will be given effect as if the invalid or unenforceable provision were not a part of this Agreement.

8.2 Assignment. Subscriber may not assign this Agreement without the written consent of Knovel, not to be unreasonably withheld. No assignment shall relieve Subscriber of its obligations under this Agreement. Any prohibited assignment is void. Any merger, consolidation or change of ownership of a controlling voting interest in Subscriber shall be considered to effect an assignment for purposes of this paragraph.

8.3 Amendments; Waiver. This Agreement may not be amended except in writing when signed by the authorized representatives of both parties. No waiver of any provision of this Agreement shall be effective unless agreed to by both parties in writing. The failure of either party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

8.4 Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, labor difficulty, sabotage, failure of suppliers or subcontractors or unavailability of material or supplies or any other cause beyond the control of such party.

8.5 Notices. All notices under this Agreement shall be delivered personally, by first-class mail (return receipt requested), by reputable courier service, or by facsimile message with confirmation by first-class mail or courier service, to the addresses of the respective parties as set forth by their signatures below or to such other address as the party may hereafter specify by written notice so given. Notices shall be effective upon receipt at the location of the specified address.

8.6 Entire Agreement; Counterparts. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements and understandings between the parties, whether oral or written, relating to such subject matter. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any facsimile or digital/electronic transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any facsimile or digital/electronic transmission (including PDF and email) of any signature of a party shall be deemed an original and shall bind such party.

8.7 Governing Law. This Agreement will be interpreted, construed and enforced in all respects in accordance with New York State law, without reference to conflicts of laws principles. Any dispute arising out of this agreement shall be tried in the State or Federal Courts located in New York City, New York, USA.

[The next page is the Signatory Page.]
9. ACCEPTANCE AND AGREEMENT

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement including Appendices A, B, and C to be executed by its duly authorized representative on the respective dates entered below.

INSTITUTION
(“Subscriber”)

Signed ____________________________
Name: ______________________________
Title: _____________________________
Date: ______________________________

KNOVEL CORPORATION
(“Knovel”)

Signed: ____________________________
Name: ______________________________
Title: _____________________________
Date: ______________________________

ALL NOTICES
_______________________________________

_______________________________________

_______________________________________

_______________________________________

PAYMENT INFORMATION:
Knovel Corporation
ATTN: ACCOUNTS RECEIVABLES
13 Eaton Avenue
Norwich, NY 13815
APPENDIX A: DEFINITIONS

“Commercial Use,” means external use of the Knovel Service or Licensed Products for the purposes of financial gain or monetary reward (whether by or for the Subscriber or an Authorized User (as defined in Section 3.3.1) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Product. Commercial Use is expressly prohibited in this Agreement.

Knovel Service,” as of the Effective Date means the web-based information search and retrieval service operated by Knovel. The Knovel Service is subject to change at Knovel’s sole discretion. The Knovel Service provides direct or indirect (via third party systems) access to information and related services by a variety of means, including but not limited to online access via an Internet site located at www.Knovel.com. The content contained in the Knovel Service includes but is not limited to, Licensed Products, engineering cases, technical papers, data, and functionality tools.

“Limited Selections,” means up to 25 pages or 10% of the substantive portion (i.e., all pages excluding indexes, table of contents, appendices, etc.) from one book, whichever represents the smaller quantity.

“Service Start Date” and “Service End Date” mean the first day and last day, respectively, in which the Licensed Product is accessible to the Subscriber.

“Service Period,” means the span of time in which a Subscriber has access to the Licensed Product.

“Substantial Reproduction”, “Substantial Distribution”, or “Substantial Retention” means the reproduction, distribution, or retention of materials printed, downloaded or saved from the Knovel Service in such aggregate quantities as to substitute for access to the Knovel Service.

“Systematic Reproduction”, “Systematic Distribution”, or “Systematic Retention” means the reproduction, distribution, or retention of digital books obtained from the Licensed Product (i) so as to substitute for access to the Knovel Service, or (ii) with the intention of creating a personal library.
APPENDIX B: DESCRIPTION OF SUBSCRIPTION, TERMS AND FEES

Note: A Renewal Amendment will be issued at the time of each renewal to update the terms of Subscriber’s subscription package as described herewith. All other provisions of the Agreement will remain in full force and effect.

DESCRIPTION OF LICENSED PRODUCT:

Knovel Subject Areas (“SA”)

Premium Content

In consideration of the license granted and the obligations required of the Subscriber hereunder, Subscriber agrees to pay the fees noted below. This License is non-transferable.

Account Type: Academic
Service Start Date:
Service End Date:
Band Number:

Service and Subscription Fees, exclusive of any applicable taxes

Total Fee:

Special Terms and Conditions, if any
APPENDIX C: SITE INFORMATION / CONTACT INFORMATION

Name of Subscriber as indicated on Subscription Service Agreement: _______________________________

Locations Accessing the Licensed Product:
Please include city, state associated with each IP address/range. If outside the US, please include city, country information

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Primary Account Contact in receipt of monthly reports
Please include name, address, title, email address and phone number