License Agreement
E-Books and/or E-Reference works

between

(hereafter called "Licensee")

represented by

and

Springer Science and Business Media BV
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3311 GX Dordrecht
The Netherlands
(hereafter called "Licensor")

represented by

Peter Hendriks
President Global Sales & Marketing

License Number

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In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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6.2 Licensee may, in its discretion, elect to include in this Agreement the electronic form of other publications of Licensor which may be available electronically which are not otherwise included in Attachment 3 by notifying Licensor and paying the applicable license fee. This license fee will be set forth in an amendment to Attachment 1 of this Agreement and the added Licensed Materials will be set forth in an amendment to Attachment 3.

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7.1 Licensee recognises that maintaining the integrity of the Licensed Materials delivered by Licensor, including the restrictions on reproduction, use and transmission as provided herein, and ensuring that use of the Licensed Materials is limited to Authorized Users, are important obligations, and that Licensor may terminate this Agreement in its sole discretion if violations of these security principles or Licensor’s intellectual property rights occur.

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7.4 Collection and analysis of data on usage of the Licensed Materials will assist both Licensor and Licensee to understand the impact of this Agreement, the infrastructure provided by Licensor, and possible improvements in the program. Such usage data will be compiled by Licensor on a monthly basis and shared with the Licensee, consistent with applicable privacy laws and written confidentiality requirements of the parties. The data will be made available on the Internet through a site accessible by username and password.

Section 8. TERM AND TERMINATION

8.1 The initial term of this Agreement commences with the year or date identified in Attachment 1 and expires with the completion of the last year or day identified in Attachment 1. This Agreement may be extended for additional term(s) upon mutual agreement of Licensor and Licensee by amendment of Attachment 1 to reflect the new license fees.

8.2 In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of this Agreement, such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty- (30)-day period, the
non-breaching party shall have the right to terminate this Agreement without further notice.

8.3 Upon termination of this Agreement for cause, online access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Licensor shall provide continuing access to Licensee and its Authorized Users to that portion of the Licensed Material to which the Licensee was lawfully entitled until the breach occurred. Access will be provided either from Licensor’s server, or through a third party, or by supplying electronic files to the Licensee, provided the Licensee continues to observe its obligations with respect to security and restriction on usage.

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9.1 Licensee shall use its best efforts to safeguard the intellectual property, confidential information and proprietary rights of Licensor.

9.2 Neither party shall disclose the terms and conditions or the subject matter of this Agreement (including without limitation, the content of the attachments, fees, and any usage data compiled and supplied under Section 7.4, usage statistics or any other information about the other party’s business to any third party) without the prior written consent of the other. This provision shall survive the termination of this Agreement, and any information obtained or received which comes within these restrictions shall remain confidential, PROVIDED always that this obligation shall not apply to any information which at the time of disclosure is in the public domain or is made available at any time by an independent third party which has not obtained it directly or indirectly in breach of any confidentiality agreement with the party whose information was so disclosed.

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12.3 In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions have never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

12.4 Venue for all disputes arising out of and in connection with the performance of this Agreement shall be in Amsterdam, The Netherlands. Regardless of the place of its physical execution, this Agreement is made under, and shall be governed by and construed according to, the laws of The Netherlands.

12.5 This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

12.6 No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

12.7 Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

12.8 A. All amounts payable by Licensee hereunder shall be exclusive of any sales, use, withholding, value added or similar taxes, government fees or levies or other assessments, which shall be the sole responsibility of the Licensee.

12.8 B. (For EU based licensees only) In order to receive invoices without VAT, Licensee has the obligation to provide Licensor with its EU VAT identification number and certificate of registration as taxpayer, which proves that licensee qualifies as an entrepreneur for VAT purposes in its EU country of residence.
12.9 All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its notice address by written notice to the other party.

If to Licensor:

Springer Science and Business Media B.V.
P.O. Box 17
3300 AA Dordrecht
The Netherlands

ATTN: Library Sales Department

If to Licensee:

12.10 This Agreement includes the following Attachments, which are incorporated as if fully set forth herein:

Attachment 1: Pricing Terms and Conditions
Attachment 2: Description of the Licensee Site(s)
Attachment 3.1: List of the Licensed Materials - Paid
Attachment 3.2: List of the Licensed Materials - Free
IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first written below.

Licensee:

Signature: ____________________________
Name (Printed): ______________________
Title: ________________________________
Date: ________________________________

Licensor: Springer Science and Business Media BV

Signature: ____________________________
Name: Peter Hendriks
Title: President Global Sales & Marketing
Date: ________________________________

Signature: ____________________________
Name: Peter Coebergh
Title: Vice President Library Sales
Date: ________________________________
ATTACHMENTS to contract # 4182

ATTACHMENT 1: Pricing Terms and Conditions

A.1. License Fee

A.1.1. The license fee payable to Licensor for Licensed Materials listed in Attachment 3.1 is as follows:

Fee

A.1.2. All prices are exclusive of VAT (see clause 12.8 of the license agreement).

A.2. Payment of Fees

A.2.1. Payment of fees described in clause A.1. entitles the Licensee site(s) and Member Institutions as listed in Attachment 2 to electronic access to materials listed in Attachments 3.1 and 3.2.

A.2.2. Licensor will invoice Licensee directly for all fees unless Licensee chooses to pay the license fee through an agent.

A.2.3. Payment will be remitted directly to Licensor within 30 days of Licensee’s or Licensee’s designated agents' receipt of invoice from Licensor, and will permit electronic access to the Licensed Materials listed in Attachments 3.1, 3.2. In the event all, or any portion, of the sum invoiced is not paid when due, Licensor has the right to terminate this Agreement without notice. Licensor reserves the right to charge interest on any outstanding fees due under this Agreement at prevailing interest rates.

A.2.4. Licensor will provide invoicing in Euros and Licensee or Licensee's designated agent will remit payment in Euros.
ATTACHMENT 2: Description of the Licensee Site(s)

MPID:
IP addresses:
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N.A.