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1. Definitions.

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- 1.3. Commencement Date. Commencement Date means the date that Licensors send an electronic message informing Licensee that the subscription to RDA Toolkit has begun.
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3. Authentication details. Upon acceptance of Licensee's order, Licensee will be provided with authentication details that will permit Licensee to access the RDA Toolkit. Licensee is responsible for maintaining the confidentiality and integrity of its authentication details. Licensee will exert reasonable efforts to comply with the conditions of Paragraph 2, and agrees to promptly notify Licensors of any use of RDA Toolkit of which it becomes aware that is contrary to those conditions, and to take all reasonable steps to terminate such activity. Licensors's sole obligation with respect to authentication details shall be to exert reasonable efforts to maintain the confidentiality of Licensee's authentication details in Licensors's possession and to terminate lost or stolen details upon receipt of Licensee's notice.
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 - 5.1. Once the total number of purchased Authorized Users is reached, the RDA Toolkit system will not allow additional users to access the site until an active user logs off. Authentication details may not be shared or transferred to any third-party.
 - 5.2. Fees specified under this Agreement are exclusive of any taxes. Unless Licensee is a tax-exempt entity as noted below, Licensee must pay all applicable taxes, including any sales taxes, value added taxes, and import taxes, other than taxes on Licensors's net income, arising out of Licensee's use of RDA Toolkit or the rights granted under this Agreement. If Licensors, Licensee's-affiliated regional network or Licensors's authorized distributor is required to collect a tax to be paid by Licensee, Licensee shall pay such tax to such party, as appropriate, on demand. Fees incurred from Section 5.2 may be rebated to Licensee in the event that Licensee can show that it is has a tax-exemption certificate for federal excise and all state and local taxes.
6. Term and Renewal. The Term and renewal options are set forth in the applicable schedule.
7. Termination.
 - 7.1. Termination for Convenience. Licensee may upon written notice to Licensors cancel Licensee's license to RDA Toolkit at any time. Upon notice of cancellation, this License shall automatically terminate. Licensee may terminate its rights under this Agreement at any time by notice to Licensors, provided that in the event of such termination, Licensee shall not be entitled to a refund of any license fees or other amounts paid.
 - 7.2. Termination for Cause. In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensors believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) 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 this time period, the non-breaching party shall have the right to terminate the Agreement without further notice.

- 7.3. Effect of Termination. Upon Termination or expiration of this Agreement for any reason, the license to RDA Toolkit by Licensee and Authorized Users shall be terminated. In the event of termination for cause by the Licensee, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid to Licensor by Licensee for any remaining period of the Agreement from the date of termination. The provisions of Sections 7.3, 8, 10, and 11 shall survive any expiration or termination of this Agreement.

8. Ownership.

- 8.1. RDA Toolkit, any copy of all or a portion thereof and all rights in each are the property of Licensor (or its third-party licensors) and all rights, title and interest therein shall remain in Licensor (or its third-party licensors). RDA Toolkit is subject to all applicable copyright (including Fair Use), database protection, and other rights of the stated owner and publisher under the laws of the United States and other countries. Any portion of the RDA Toolkit merged into or used in conjunction with any other works, content, or material will continue to be the property of the Licensors and subject to the terms of this Agreement. Copyright notices may not be removed, obscured, or modified in any way. RDA and RDA Toolkit are either registered or unregistered trademarks of Licensor. Licensee shall not take any action to jeopardize, limit, or interfere in any manner in Licensor's ownership or rights with respect to the RDA Toolkit.
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- 10.2. The Licensee shall use reasonable endeavors to: a) notify all Authorized Users of the importance of respecting the intellectual property rights in RDA Toolkit; b) notify Authorized Users of the terms and conditions of this license and take steps to protect RDA Toolkit from unauthorized use or other breach of this License; and c) will make reasonable efforts to ensure that only Authorized Users are permitted access to RDA Toolkit. Upon becoming aware of any

unauthorized use or other breach, Licensee shall immediately notify Licensor and take all reasonable and appropriate steps, both to ensure that such activity ceases and to prevent any recurrence.

- 10.3. Licensee shall indemnify and hold Licensor, its officers, directors, employees or agents harmless from any loss, expense (including reasonable attorney's fees and disbursements) or damages incurred by Licensor or any of its officers, directors, employees, or agents as a result of any claim, demand, recovery, suit motion or civil or criminal proceeding based upon or alleging in any way, in whole or in part, related to any content contributed or created by Licensee or with any use of the RDA Toolkit.

11. Miscellaneous.

- 11.1. Modifications. This Agreement, including any Schedules and the EULA, constitute the entire agreement between the parties and may be amended only by a written instrument signed by both parties except as set forth below. For the product (RDA Toolkit) itself as opposed to this Agreement, Licensor may determine, add to, delete from or change at any time the technical and functional specifications, form and formats or availability of features of RDA Toolkit comparable to current standards in the scholarly information provision industry, including notifications.
- 11.2. Assignment. Neither this Agreement nor any rights hereunder, in whole or in part, shall be assignable, sublicensable or otherwise transferable by Licensee by operation of law or otherwise. Licensor may transfer or assign this Agreement or any rights or obligations under this Agreement upon thirty (30) days' written notice to Licensee. Any such assignment must subject the third party to all the same responsibilities, defenses and claims the Licensee would have against the Licensor. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 11.3. Waiver. No waiver of any right or consent to any breach hereunder shall be effective unless in writing and signed by the party claimed to have waived or consented. No waiver of any right or consent to any breach shall constitute a waiver of any other right or consent to any other breach.
- 11.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to principles of conflicts of law.
- 11.5. Notice. Any notice of breach or termination under this Agreement shall be in writing, signed by the party giving notice, and shall be deemed properly given upon delivery into the mail of the country of the party giving notice, postage prepaid, registered or certified return-receipt-requested, or upon delivery to an established international courier (i.e., Federal Express, DHL, UPS), with a signature acknowledging receipt by the contact person responsible for administration of RDA Toolkit required.
- 11.6. Headings. The headings used in this Agreement are for convenience only and are not to be considered in construing the terms of this Agreement.

I have read and agree to adhere to and abide by all the terms and conditions stated above, and I certify that I am authorized to sign this Agreement on behalf of the Licensee identified on the first page of this agreement.

Licensee

ALA-Publishing

Name

James Hennelly

Name

Title

Director, ALA Digital Reference

Title

Signature

Signature

Date

Date

License Commencement Date

Schedule A – RDA Standard Subscription

Licensing Institution:

Address:

Contact person responsible for administration of RDA Toolkit:

Name:

Address:

Telephone :

Fax:

E-Mail:

Manner and Purpose of Use:

Fees: Licensee shall pay Licensor in full the Initial License Fee set forth in the order prior to the Commencement Date.

Term: This License commences on the Commencement Date as defined in the Agreement and shall extend through the initial subscription period requested by the License or communicated by Licensor. Typically one-year calendar however additional months or multiple years may be added if allowed by Licensor, and specified and paid by Licensee. If Licensee opts to renew upon receiving notice of the expiration date of the subscription, Licensee shall pay the subscription fee in place at time of renewal and then this Agreement shall remain in force. The subscription shall be renewed only at the request of the Licensee. If Licensee fails to pay the annual license fee, the license will terminate, along with the associated permissions and privileges.

Schedule B – RDA Companion Subscription

Licensing Institution:

Address:

Contact person responsible for administration of RDA Toolkit:

Name:

Address:

Telephone :

Fax:

E-Mail:

Manner and Purpose of Use: Licensee has permission to create a cataloging manual based on RDA for online publication only.

Fees: Annual Fee - \$XXXXXX

Term: One year. The license will be automatically renewed upon payment of the annual license fee. If Licensee fails to pay the annual license fee, the license will terminate, along with the associated permissions and privileges.

Additional Terms:

- 1) In addition to the Manner and Purpose of Use statement above, this Companion subscription will include:
 - a) RDA Toolkit access with XXX concurrent users;
 - b) maintenance of IP addresses;
 - c) access and support to the RDA Toolkit content management system for the creation of community resources documents and policy statements;
 - d) and membership in new governance body (to be established).
- 2) Licensing institution may not produce print or digital formats of their online manuals without a separate agreement with ALA Publishing.

