

Vendor X License Agreement for LegalDatabaseExpert (LDE)

I. PARTIES

This LICENSE AGREEMENT is between Vendor X Publishing, 456 State Street, New Lark, Alasota 98542 (VENDOR X) and _____ (LICENSEE) and its authorized users (AUTHORIZED USERS). The parties mutually agree to the terms of this LICENSE AGREEMENT.

II. DATABASE USE

A. The database that is the subject of this agreement is LegalDatabaseExpert (LDE).

B. AUTHORIZED USERS of LDE means those individuals who are registered users of the LICENSEE, possess a network ID and password or similar discrete designation of affiliation with the LICENSEE. AUTHORIZED USERS may only access LDE on one device at a time. AUTHORIZED USERS are not permitted to use log-in credentials from another AUTHORIZED USER or to share log-in credentials with another AUTHORIZED USER or anyone who is not an AUTHORIZED USER. Such actions constitute immediate breach of this LICENSE AGREEMENT.

III. LICENSE

A. Vendor X hereby grants to the LICENSEE a nontransferable and non-exclusive right to use LDE according to the terms and conditions set forth in this LICENSE AGREEMENT. The original copyright owner retains the ownership of LDE and all portions thereof; VENDOR X does not transfer any ownership, and the LICENSEE and authorized users may not reproduce, transfer, or transmit in any form or by any means LDE or any portion thereof without the prior written consent of VENDOR X, except as specifically authorized in this LICENSE AGREEMENT.

B. The LICENSEE is authorized to provide remote access to LDE to AUTHORIZED USERS as long as security procedures are undertaken that will prevent remote access by institutions or individuals that are not parties to this LICENSE AGREEMENT who are not expressly and specifically granted access by VENDOR X.

C. Through this LICENSE AGREEMENT, the LICENSEE and AUTHORIZED USERS may download, print, and make paper copies of citations, abstracts, full text, or portions thereof provided the information is used solely for personal, non-commercial use. The LICENSEE shall take all reasonable precautions to limit the usage of LDE to AUTHORIZED USERS.

D. This LICENSE AGREEMENT will commence on _____ and will terminate on _____.

E. VENDOR X agrees to provide one complimentary training session of between 2 and 4 hours to LICENSEE, if requested. Any additional training sessions provided by VENDOR X will be charged at prevailing training rates.

IV. LIMITED WARRANTY AND RISKS

A. VENDOR X makes no representations or warranties of any kind except as set forth in Section III, Part A above, which are in lieu of any and all other warranties, express or implied, including without limitation warranties of merchantability or fitness for a particular purpose. VENDOR X neither assumes nor authorizes any other person to assume for VENDOR X any other liability in connection with the licensing of LDE under this LICENSE AGREEMENT and/or its use thereof by the LICENSEE or its patrons.

B. In no event may the LICENSEE and/or AUTHORIZED USERS bring any claim or cause of action against VENDOR X more than one year after such claim or cause of action arises. Irrespective of the cause or form of action, VENDOR X's liability under this LICENSE AGREEMENT shall in no event exceed the fee then paid by the LICENSEE for LDE giving rise to the claim or cause of action.

C. The LICENSEE agrees to indemnify, defend and hold VENDOR X harmless from and against any and all claims from third parties arising out of or in any way related to LICENSEE's or AUTHORIZED USERS' use of LDE.

V. PRICE AND PAYMENT

A. The annual subscription fee shall be based and adjusted on the following: any change in the number of AUTHORIZED USERS, any change in the supply or other costs incurred by VENDOR X, or when agreed upon by both parties upon a change in any other circumstance. The LICENSEE's obligations of payment shall be to VENDOR X or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within fifteen (15) days of the invoice date(s). Delinquent invoices are subject to interest charges of eighteen percent per annum on the unpaid balance (or

the maximum rate allowed by law if such rate is less than eighteen percent). The LICENSEE will be liable for all costs of collection. Failure or delay in rendering payments due VENDOR X under this LICENSE AGREEMENT will at VENDOR X's option, constitute material breach of this LICENSE AGREEMENT.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to LDE under this LICENSE AGREEMENT, whether or not such taxes are invoiced by VENDOR X, will be the exclusive responsibility of the LICENSEE.

VI. TERMINATION

A. If the LICENSEE and/or AUTHORIZED USERS breaches any portion of the LICENSE AGREEMENT, LICENSEE's rights under this agreement will automatically terminate. In case of such termination, LICENSEE and AUTHORIZED USERS must cease use of LDE, and VENDOR X may immediately revoke access to LDE without any refund of fees. VENDOR X's failure to insist upon or enforce your strict compliance with this LICENSE AGREEMENT will not constitute a waiver of any of its rights.

B. VENDOR X shall send notice of renewal to the LICENSEE and shall automatically renew the rights granted to the LICENSEE under this LICENSE AGREEMENT provided that the fees specified in the renewal notice have been remitted to VENDOR X or its assignee and the pricing has been approved by VENDOR X.

C. Upon expiration of this LICENSE AGREEMENT, unless this LICENSE AGREEMENT has been renewed and the renewal fees have been paid in full, this LICENSE AGREEMENT and any licenses granted hereunder will automatically terminate.

D. The provisions set forth in Sections III, IV, V, VI and VII of this LICENSE AGREEMENT shall survive the term of this LICENSE AGREEMENT and shall continue in force into perpetuity.

VII. GENERAL

A. VENDOR X will not be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, fire, flood, accidents, strikes or labor shortages, transportation facilities shortages, failures of equipment, or other similar causes.

B. This LICENSE AGREEMENT and the license granted herein may not be assigned by the LICENSEE to any third parties.

C. If any term or condition of this LICENSE AGREEMENT is found by a court or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect.

D. Vendor X may assign this LICENSE AGREEMENT at any time for any reason.

E. This LICENSE AGREEMENT shall be governed and interpreted by the laws of the State of Alasota. Xyz County, Alasota, shall be the appropriate venue and jurisdiction for the resolution of disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.

F. The terms and conditions of this LICENSE AGREEMENT are confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms.

G. This LICENSE AGREEMENT represents the entire AGREEMENT and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings. There are no representations, warranties, promises, covenants or undertakings, except as described herein.

FOR THE LICENSEE:

FOR VENDOR X:

| | |
|-------------------------|--|
| Name: _____ | Name: <u>Maria Jones</u> |
| Title: _____ | Title: <u>Vice President, Manager</u> |
| Institution Name: _____ | Institution Name: <u>VENDOR X Publishing</u> |
| Signature: _____ | Signature: _____ |