HeinOnline LICENSE AGREEMENT

Licensee Official Name: ___________________________________________________________
Primary Contact: _______________________________________________________________
    Email: ______________________________________________________________________
    Telephone: __________________________________________________________________
    Fax: ______________________________________________________________________
Physical Address: 
    Address (line 1): __________________________________________________________________
    (line 2): ____________________________________________________________________
    (line 3): ____________________________________________________________________
    City: ________________________________________________________________________
    State / Province: __________________________________________________________________
    Postal Code: __________________________________________________________________
    Country: _____________________________________________________________________

Billing Address (if different from above):
    Address (line 1): __________________________________________________________________
    (line 2): ____________________________________________________________________
    (line 3): ____________________________________________________________________
    City: ________________________________________________________________________
    State / Province: __________________________________________________________________
    Postal Code: __________________________________________________________________
    Country: _____________________________________________________________________

This license agreement supersedes any previous online license agreement accepted during any free trial period.

This license agreement (this "Agreement") is formed under the laws of the State of New York entered into by and between William S. Hein & Co., Inc., and the Licensee specified above as of the Agreement Date.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
AUTHORIZED USERS (Please check whichever is applicable; please choose only one)

[ ] Campus Wide University Access:

"Authorized Users" mean persons who are authorized to use Licensee's facilities and who:
1. Are affiliated with Licensee as students, faculty or employees, or
2. Are physically present in the Library (as hereafter defined), or
3. Have been issued a password for access to Licensee's secure server(s).

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"Authorized Users" mean persons who are authorized to use Licensee's facilities and who:
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[ ] Law Firm:

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2. Are physically present in the Library (as hereafter defined), or
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1. Are affiliated with Licensee as partners or employees, or
2. Are physically present in the Library (as hereafter defined), or
3. Have been issued a password for access to Licensee's secure server(s).

[ ] Solo Practitioner / Individual:

"Authorized Users" mean only you are authorized to access the database.
I. DEFINITIONS

"Agreement Date" means the date in Licensee’s signature line.

"Database" means the electronic archive of content provided by William S. Hein & Company according to the terms of this Agreement, as well as portions thereof or Materials (as hereinafter defined) contained therein.

"Derivative Work" means a work based upon one or more preexisting works such as a modification, enhancement, adaptation, translation, abridgment or any other form in which such pre-existing work may be transformed or incorporated and which, if prepared without authorization of the owner of the copyright or other intellectual property right in such pre-existing work would constitute an infringement of such right.

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"Materials" mean any portion or portions of content in, or printed from, the Database.

II. CONTENT OF DATABASE; GRANT OF LICENSE

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B. William S. Hein & Co., Inc. hereby grants to Licensee a non-exclusive license to use the Database and to provide the Database to Authorized Users as permitted herein (the "License").

III. USE OF DATABASE

A. Licensee shall not permit anyone other than Authorized Users to use the Database, or display or otherwise make available the Database to anyone other than Authorized Users.

B. It is understood that the purpose of HeinOnline is to provide effective preservation of journals and other legal materials, and facilitate access to such journals and other legal materials by Authorized Users. Accordingly, Licensee may not utilize the Database for commercial purposes, including but not limited to the sale of Materials, or bulk reproduction or distribution of Materials in any form; nor may Licensee impose special
charges on Authorized Users for use of the Database beyond reasonable printing or administrative costs.

Furthermore, under no circumstances may Licensee:

i. Remove, obscure or modify any copyright or other notices included in the Database or the Materials;
ii. Use Materials in a manner that would infringe the copyright therein; or
iii. Copy, download, or attempt to download an entire issue or issues of a journal from the Database. Licensee shall contact William S. Hein & Co., Inc., in order to obtain a printed copy of one or more entire issues of such journal.

C. Licensee shall use its best efforts to protect the Database from any use that is not permitted under this Agreement, and shall notify William S. Hein & Co., Inc. in writing of any such use of which it learns or is notified. William S. Hein & Co., Inc. and Licensee shall from time to time consult on the establishment of further measures to inform Authorized Users of the availability of the Database.

D. In the event of any unauthorized use of the Database by an Authorized User:

i. William S. Hein & Co., Inc. may suspend or terminate such Authorized User's access to the Database
ii. Upon notice to Licensee, William S. Hein & Co., Inc. may suspend or terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or
iii. Licensee shall suspend or terminate such Authorized User's access to the Database upon William S. Hein & Co., Inc.’s request.

E. Interlibrary Loan - Licensee may fulfill requests from other institutions, a practice commonly called Interlibrary Loan. Licensee agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC §108, "Limitations on exclusive rights: Reproduction by libraries and archives") and clause 3 of the Guidelines for the Proviso of Subsection 108(g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

IV. DELIVERY; SUPPORT

A. The Database will be stored at one or more locations in digital form accessible by telecommunications links between such locations and Licensee's or Authorized Users' workstations. William S. Hein & Co., Inc. shall make the Database available online in digital form to Licensee and Authorized Users within ten (10) days of the date on which the initial subscription fee is paid, provided, however, that IP addresses or passwords shall have been provided to William S. Hein & Co., Inc. pursuant to Section IV, B herein.

B. Access to the Database shall be controlled by William S. Hein & Co., Inc., through the use of IP addresses or passwords. Licensee shall be responsible for providing lists of
sets of IP addresses to William S. Hein & Co., Inc., and updating such lists on a regular basis. Licensee shall cooperate with William S. Hein & Co., Inc. in the implementation of additional security procedures as they are developed.

C. Licensee shall inform William S. Hein & Co., Inc. if it makes use of a proxy server to provide access to the Database, or if it becomes aware of a proxy server that is providing such access.

D. William S. Hein & Co., Inc. shall provide support to Licensee and to Authorized Users in accordance with the terms set forth on Schedule B attached hereto and incorporated herein.

E. Licensee is responsible for establishing and maintaining hardware and Internet access to provide access to, and to transmit, the Database to Authorized Users. Licensee understands that Internet browser software is required to access the Database. Licensee understands that from time to time the Database may be added to or modified by William S. Hein & Co., Inc., and that portions of the Database may migrate to other formats.

V. FEES

A. Licensee shall make payment to William S. Hein & Co., Inc. for the License granted herein pursuant to the payment terms set forth on Schedule A.

B. Licensee shall be responsible for all costs associated with establishing access to the Database as set forth in Section IV, E above, including but not limited to any telecommunications or other charges imposed by carriers, proprietary network operators and Internet access providers, or licenses for browser software, if any. Licensee shall also be responsible for all costs associated with printing from the Database, and for any taxes relating to Licensee's or Authorized Users' use of the Database.

VI. TERM AND TERMINATION

A. This Agreement shall continue in effect for as long as Licensee pays the annual subscription fee.

B. In the event that either party believes that the other materially has breached any obligations under 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 the Agreement without further notice.
In addition, William S. Hein & Co., Inc. may terminate the Licensee's access to the Database immediately if, in William S. Hein & Co., Inc.’s reasonable opinion, there is a cumulative effect of violations of the terms of the license agreement.

C. Upon termination of this Agreement all online access to the Database by Licensee and Authorized Users shall be terminated.

VII. PROPRIETARY RIGHTS

A. Licensee hereby recognizes and agrees that the Database and all Intellectual Property are proprietary to William S. Hein & Co., Inc., subject to the rights of third parties therein. Licensee hereby warrants that it will not, during the term of this Agreement or any time thereafter, attach, dispute or contest, directly or indirectly, William S. Hein & Co., Inc. rights and titles in and to the Database, nor assist or aid others to do so.

VIII. REPRESENTATIONS AND WARRANTIES

A. Each party hereby represents and warrants that it is duly organized and validly subsisting and has full authority to enter into this Agreement and to bind the party to the terms and conditions herein. Each party further represents and warrants that it has caused this Agreement to be executed by a duly authorized representative.

B. Licensee represents and warrants that:
   i. The list of IP addresses provided to William S. Hein & Co., Inc. in accordance with Section IV, B above is accurate and valid, and
   ii. Licensee shall exert reasonable efforts to maintain sufficient security with respect to such IP addresses and/or passwords such that no one other than Authorized Users is or will be able to access the Database.

C. Licensee represents and warrants that it is providing no IP addresses to William S. Hein & Co., Inc. that pertain to any campus other than those listed or indicated on page one of this Agreement, or for which access has otherwise been agreed in writing by William S. Hein & Co., Inc.

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IX. GOVERNING LAW

A. This agreement shall be interpreted and construed according to, and governed by, the laws of the State of New York or United States Federal law, as applicable, excluding any such laws that might direct the application of the laws of another jurisdiction. The parties expressly exclude, if applicable, the application of the United Nations Convention on Contracts for the International Sale of Goods.

B. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration, including joint and/or consolidated arbitration

C. The English language version of this Agreement shall be controlling over any other version.

X. NOTICES

All notices given pursuant to this Agreement shall be in writing and may be delivered by hand, overnight carrier, electronic mail, 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 as specified above. Either party may from time to time change its Notice Address by written notice to the other party.

XI. MISCELLANEOUS

A. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of William S. Hein & Co., Inc. and Licensee.

B. This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.

C. Nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the parties.

D. 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.

E. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

F. The parties hereto agree to execute, acknowledge, and deliver all such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the intent and purposes of the Agreement.
SCHEDULE A
PAYMENT TERMS

The total Access Fee shall be due prior to your subscription period, provided that an invoice has been issued by William S. Hein & Co. no later than 60 days prior to the end of the subscription period. The Access Fees are subject to reasonable annual increases.

SCHEDULE B
SUPPORT

William S. Hein & Co., Inc. will offer the following support to assist Licensee and Authorized Users in use of the Database. This support will be provided by William S. Hein & Co., Inc., at reasonable levels during the subscription period.

William S. Hein & Co., Inc. will serve as contact points for Licensee. Support will begin with the initial implementation of the William S. Hein & Co., Inc. system. William S. Hein & Co., Inc. will be available by email, phone or fax from 8am to 5pm EST, Monday through Friday for feedback, problem-solving, or general questions.

The contact information for HeinOnline is as follows:

Daniel P. Rosati, Senior Vice President
William S. Hein & Co., Inc.
2350 North Forest Rd.
Getzville, New York 14068-1296

Telephone: 1-800-828-7571 or (716) 882-2600
Facsimile: (716) 883-8100
Email: d_rosati@wshein.com

Installation procedures support will include:

Assisting with the implementation of the HeinOnline system
Providing general information, background materials, and information for further reading

Continuing support will include:

Troubleshooting to find solutions to individual problems
Regular system and project updates

In addition, William S. Hein & Co., Inc. will be responsible for the maintenance of help files and user documentation available online in a variety of formats.
TECHNICAL INFORMATION

Licensee Technical Contact

Name: ______________________________________________________________________
Address: ______________________________________________________________________
____________________________________________________________________
Telephone: ____________________________________________________________________
Facsimile: _____________________________________________________________________
Email: _______________________________________________________________________

**PLEASE NOTE: Contacts will receive regular email updates for HeinOnline. If additional members of your institution would like to receive email updates, please include their name and email address.

HeinOnline Contacts

For Registration: HeinOnline Customer Service
Email: holsupport@wshein.com
For Technical: HeinOnline Technical Support
Email: techsupport@wshein.com

William S. Hein & Co., Inc.
2350 North Forest Rd.
Getzville, New York 14068-1296
Telephone: 800-828-7571 or (716) 882-2600
Fax: (716) 883-8100

If you desire IP access, eliminating the need to log in using a pre-assigned username and password at the beginning of each session, please provide your IP addresses or range(s):
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

If applicable, leave the trial password active, even after IP access has been authorized?
Yes ________ No ________

Are you currently using a proxy server to provide access to restricted resources?
Yes ________ No ________
If yes, please provide the IP Information of the proxy server: __________________________
If yes, please also provide the URL of the webpage that offers information about how to use the proxy: __________________________

Do you have plans to do so in the future? Yes ________ No ________

Do you provide users any other means of access to restricted resources from machines outside of your campus IP domain? Yes ________ No ________
The parties agree to be bound by the terms and conditions of the HeinOnline License Agreement attached hereto, in witness whereof the parties have set their hands as of the date in the Licensee’s signature line below.

Licensee Signature: _____________________________________________________________
Print or Type Name: ____________________________________________________________
Title: ________________________________________________________________________
Date: ________________________________________________________________________

HeinOnline
HeinOnline Signature: ____________________________________________________________
Print or Type Name: ____________________________________________________________
Title: ________________________________________________________________________
Date: ________________________________________________________________________

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