

The Gale Group Subscription and License Agreement

This legal document is an agreement between THE GALE GROUP, INC. (herein referred to as "Gale"), a Thomson Corporation company, and you, the subscriber (herein referred to as "Subscriber"). UPON ACCEPTING THIS AGREEMENT, SUBSCRIBER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

This agreement provides for the use by the Subscriber of the "Product" as defined below, and any and all enhancements, modifications or alterations made thereto by Gale, and any written materials supplied by Gale under this agreement ("Agreement").

TERMS AND CONDITIONS:

1.0 Product. The "Product" made subject to this Agreement consist of: (a) the "Database(s)" ordered by Subscriber pursuant to the Gale Purchase Agreement and any updates made thereto; (b) the "Software" consisting of the search and retrieval software and any other software produced and owned by Gale and any enhancements made thereto; and (c) the "Manuals" produced by Gale and consisting of user documentation relating to the Product. Gale reserves the right to edit, enhance, or modify the content included in our products from time to time.

2.0 License Grant

2.1 Gale hereby grants to Subscriber a non-transferable, non-exclusive license to use the Product according to the terms and conditions of this Agreement. Subscriber will use the Product only for internal noncommercial purposes, will not use the Product as a component of, or a basis for, a directory, database, or other publication prepared for sale or for any other form of distribution, and will neither duplicate nor alter the Product in any way. This is a multi-user license and will entitle the Subscriber to utilize the Database(s), provided, however, that the use of the Product will be limited to the authorized user base of the institution(s) licensing the Product through this Agreement.

2.2 No provision of the Agreement conveys any ownership interest in the Product. Title, as well as all applicable copyrights, patents, trade secrets and other intellectual proprietary rights of and to the Software and Database(s) is, and remains the property of Gale and "Third Party Data Suppliers," as defined below, respectively.

2.3 The Software and Manuals are provided with RESTRICTED RIGHTS. The use, duplication or disclosure by the federal government and its agents is subject to restrictions as set forth in subdivision (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software Restricted Rights at 48CFR 52.227-19 or 52.227-14, as applicable. Manufacturer is The Gale Group, Inc. 27500 Drake Road, Farmington Hills, MI, 48331.

3.0 Proprietary Rights in the Database(s).

3.1 Subscriber acknowledges that the Database(s) are proprietary to Gale and the Third Party Data Suppliers who have licensed their Database(s) to Gale and that Subscriber shall have no rights in the Database(s) other than as set forth in this Agreement. No right to use the Database(s) is conveyed to Subscriber except the right to use it for performing research including training therein. Subscriber may view the Database(s) on its terminal or may print limited excerpts of the data by printer (and may make limited copies of such printout) solely for purposes expressly permitted by this license. In no event may the Database(s) be uploaded, downloaded, transmitted for sale or conveyance, or distributed in any way by Subscriber except as expressly permitted by this license.

4.0 Use Restrictions.

4.1 The Database(s) shall only be used by the faculty, staff, students, patrons and employees of Subscriber ("Authorized Users"). Information contained in the Database(s) (or portions thereof) may not be duplicated or disseminated in hardcopy or machine readable form without the prior written consent of Gale, except that each authorized user may print or download electronically a single copy of excerpts of records contained in the Database(s) for nonprofit educational purposes or for use only by such Authorized Users to support his or her personal research needs. Use of the Services by libraries shall be limited to the customary services provided to their patrons and shall not include the commercial redistribution of materials retrieved through the Services or providing access to the Services to other libraries or third parties, unless specifically authorized by Gale. Under no circumstances may printed or electronically stored copies permitted under this Section be offered for resale or redistribution.

4.2 The Database(s) may not be copied in any machine-readable form, whether it is optical disc, magnetic disc, magnetic tape, or any other form currently existing or developed in the future. Subscriber may not modify, merge, or include any portion of the Product with or into any other data or software. Subscriber may not prepare publications from the Database(s) for

distribution except as such rights are granted directly to Subscriber by Gale or the Third Party Data Suppliers.

4.3 Third Party Data Suppliers may provide additional terms and conditions affecting the Subscriber's use of the Database(s), which will be appended to this Agreement or supplied in writing separately to Subscriber. Such terms and conditions will prevail and control use of the relevant Database(s) over any conflicting terms contained herein. Subscriber agrees that this Agreement, to the extent it pertains to the Database(s) contained in the Product, may be enforced by the Third Party Data Supplier.

4.4 Some material in the Database(s) is from copyrighted publications of the respective copyright claimants. Subscriber is referred to the publication data appearing in the bibliographic citations, as well as to the copyright notices appearing in the original publication, all of which are hereby incorporated by reference.

5.0 Subscriber's Obligations.

Subscriber agrees to the following:

(a) To take all necessary action to restrict and control the use, copying, protection and security of the Product among subscriber's Authorized Users and prevent access except to those permitted to have access by the terms of this Agreement;

(b) Subscriber may not permit dial-in access to the Database(s) to an authorized user unless such authorized user is issued a security password by Subscriber that controls access to the Database(s), or provide other means of verifying access to Authorized Users as defined in Addendum B.

6.0 Warranties

6.1 THE DATABASE(S) AND SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. FURTHER, NEITHER GALE NOR THE THIRD PARTY DATA SUPPLIERS WARRANTS, GUARANTEES OR MAKES ANY REPRESENTATIONS THAT SUBSCRIBER'S USE OF THE DATABASE(S) OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE RESULTS OBTAINED WILL BE SUCCESSFUL OR WILL SATISFY SUBSCRIBER'S REQUIREMENTS. GALE AND THE THIRD PARTY DATA SUPPLIERS MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER, EITHER EXPRESSED OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE SOFTWARE OR THE RESULTS TO BE OBTAINED FROM USING THE INFORMATION

CONTAINED IN THE DATABASE (S) OR THE RELATED DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO ITS QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SOFTWARE OR DATABASE (S) OR ANY INFORMATION CONTAINED IN SUCH DATABASE (S). THE ENTIRE RISK TO THE RESULTS AND PERFORMANCE OF THE DATABASE(S) AND SOFTWARE IS ASSUMED BY THE SUBSCRIBER AND THE FEE DUE UNDER THIS AGREEMENT REFLECTS SUCH ASSUMPTION OF RISK BY SUBSCRIBER.

6.2 IN NO EVENT SHALL GALE OR ANY THIRD PARTY DATA SUPPLIER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE DATABASE (S) OR SOFTWARE OR FOR THE LOSS OR DAMAGE OF ANY NATURE CAUSED TO ANY PERSON AS A RESULT OF THE USE OF THE DATABASE (S) OR SOFTWARE. IN NO EVENT SHALL GALE'S OR THIRD PARTY DATA SUPPLIER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE ANNUAL SUBSCRIPTION FEE RECEIVED BY GALE FROM SUBSCRIBER.

7.0 Indemnification.

Excluding claims arising out of or relating to the violation by Gale or the Third Party Data Suppliers of any third party copyright, or other property rights, the Subscriber agrees to indemnify The Gale Group and the Third Party Data Suppliers and hold them harmless from and against any unauthorized use of the software or Database(s).

8.0 Term.

(a) The term of this Agreement shall be for the twelve (12) month period per Start/End Date defined in Addendum A. If not earlier canceled pursuant to Section 8 (b) hereof, the Agreement shall be renewed automatically for successive periods of one (1) year, unless either party provides written notice of its intention not to renew not less than sixty (60) days prior to the end of the then current term.

(b) Gale may at any time (without prejudice to its other rights or remedies) terminate this Agreement in whole or in part or suspend the provision of some or all of the Database(s): (i) with respect to the delivery of any part of Database from any third party (a "Source"), upon request of such Source or immediately upon termination of Gale's agreement with such Source; (ii) upon thirty (30) days prior written notice to Subscriber in the event of the breach of this Agreement by Subscriber, unless Subscriber cures such breach within such thirty (30) day period.

9.0 Payment.

As full consideration for Gale's performance of its obligations under this Agreement, Subscriber shall pay to Gale the subscription fee specified in the Purchase Agreement and any applicable sales, use, excise, or similar taxes. The fee is due within thirty (30) days after invoice date.

10.0 Termination of License. Upon termination of the Agreement by Gale or Subscriber for any reason, Subscriber shall within thirty (30) days, unless otherwise agreed to in writing by Gale, return to Gale, at the Subscriber's expense, the Product and all copies thereof. Sections 3, 6 and 7 of this Agreement shall survive any expiration or termination of this Agreement.

11.0 Prohibition of Assignment. Neither this Agreement nor the license contained herein may be sub-licensed, assigned or transferred by the Subscriber in any manner whatsoever.

12.0 Force Majeure. Gale will not be responsible for delay or failure to perform due to unforeseen circumstances or circumstances beyond Gale's control, including, without limitations, war, strikes, civil disturbances and Acts of God.

13.0 Notices. All notices, consents or other communications referred to herein will be in writing and will be sent to the other party by First Class Mail at the appropriate addresses indicated by the parties. Service of such notice, consent or other communication hereunder will be effective on the fifth day after the day of mailing.

14.0 Security Audit. The Subscriber hereby grants Gale the right to audit, during regular business hours, use of the Database(s) to ensure compliance with this Agreement, including, without limitation, the number of simultaneous users permitted to access the Database(s).

15.0 Enforceability. The Third Party Data Suppliers retain their respective rights to enforce its trademarks, copyrights, patents, trade secrets and other rights against any violation thereof.

16.0 Governing Law. This Agreement shall be governed by the laws of the State of Michigan, without regard to that body of law pertaining to conflict of laws.

17.0 Remote Patron Authentication Service. Remote Patron Authentication Service herein known as (RPAS) is an InfoTrac service with validates library patrons as they access an InfoTrac service using a Web browser, from anywhere on the Internet. RPAS enhances the library's

value to their patrons at home, in the dorm or while traveling. RPAS is for the personal and private use of library patrons and not for use in a public, professional or commercial environment. RPAS is not a service any library is required to provide.