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e-Libro's platform LICENSE AGREEMENT, IaP,
and www.e-libro.net/tesis

This license agreement (hereinafter referred to as "the Agreement") is made and entered into as of the ____ day of _____ 200_ (hereinafter referred to as the "Effective Date"), between E-Libro Co., a corporation with offices in Florida, Tax ID: 65-1171565 ("E-Libro"), and _____ (hereinafter referred to as the "Library"), considered all of them altogether as the "Parties".

AGREEMENT

1 e-Libro Site (powered by ebrary)

1.1 e-Libro Site will provide the tools necessary to access, display, print and/or copy a primary collection of Electronic Titles.

1.2 License and Contents Use Fees: the Library shall pay an annual license maintenance fee based on the Library's FTE calculation or among its regular or visiting students, faculty, or staff; this license shall allow patrons to use the contents of the Electronic Titles at no additional charge to Library for copied and/or printed pages.

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Unless otherwise specified, all fees associated with content collections aggregated by e-Libro entitles the Library to receive the institution specific standard e-Libro Site set-up, use of proprietary e-Libroebrrary software as made available by e-Libroebrrary through the e-Libro Site, institution specific MARC records, customer service and other benefits, as specified in this Agreement.

1.3 The Library, through its competent authorities might recommend to e-Libroebrrary academic contents to be added on the collection: journals articles, researches, texts, thesis; and e-Libro commits to upload them and to pay a copyright royalty of 30% on a quarterly basis according attached agreement. These texts, thesis, magazines, etc could also be commercialized through the IaP system (Print on Demand) of www.e-libro.net/tesis.

1.4 Launch date: E-Libroebrrary will endeavor to make the E-Libro Site available to Library's patrons within ten (10) business days of receiving complete and accurate technical profile information from Library.

2 Additional Obligations of the Parties

2.1 Usage Restrictions: Library will use commercially reasonable means to ensure

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that only authorized users obtain access to the e-Libro Site through institution's systems.

2.2 Customer Support: Library shall provide first level assistance to its patrons regarding the use and functionality of the e-Libro Site, including but not limited, to

questions about the plug-in, viewing, searching, sorting, browsing, navigation and content. The Library shall send all complaints made by patrons, jointly with their answers to e-Libro's Support Department soporte@e-libro.com, within 12 hours of received. Library shall designate two (2) qualified customer service contacts, whose names will be previously settled for further localization if necessary. On the other hand, e-Libro will provide Library designated customer service contacts with ongoing support consistent with e-Libro standard support policies.

2.3 Usage data: E-Libro will provide Library with monthly reports summarizing the usage of its e-Libro Site through the URL <http://partners.ebrary.com>.

3 Confidentiality: e-Libro and Library hereby acknowledge that, in the course of activities under this Agreement each of them may have access to non-public and proprietary information which relates to the other party's marketing, business and technology (the "Confidential Information").

4 Ownership. E-libro and Ebrary will have and retain full and exclusive right, title and ownership interest in and to: I) e-Libro®, ebrary® brand features II) e-Libro and ebrary contents, III) the web sites: www.e-libro.com, <http://elibro.ebrary.com>, y www.e-libro.net/TESIS and IV) any and all Intellectual Property Rights to each and all of the foregoing.

5 Term and Termination

5.1 Term. This Agreement will be effective during an "Initial Term" to begin on the Effective Date and will remain effective during a period of twelve (12) months since the release date ("Launch Date"). Thereafter, the Agreement will renew automatically for successive one (1) year renewal term unless either party notifies the other of its intent not to renew the Agreement.

5.2 Termination. e-Libro commits to provide service during the whole stipulated period in the Agreement.

6 Representation and Warranties

6.1 By each Party: each party represents and warrants to the other part that: (a) such party has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (b) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is a party or by which it is otherwise bound; (c) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against

such

party in accordance with its terms; and (d) to its knowledge, such party possesses all

Intellectual Property Rights necessary to fulfill its obligations under this Agreement.

Each signatory hereto represents that he or she is a duly authorized officer or representative of the party on whose behalf he or she purports to enter into this Agreement.

6.2 No Additional Warranties. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 ABOVE, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EBRARY SITE, THE E-LIBRO CORPORATE SITE, THE INSTITUTION SITE, OR THE ELECTRONIC TITLES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHT.

7 Provisions

7.1. Notifications: For all legal purposes the parties establish the following addresses:

a) E –Libro: 17555 Atlantic Blvd. #804, Miami FL, 33160; USA and

b) Library _____.

7.2. Jurisdiction: the Parties irrevocably submit and consent to the exclusive

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jurisdiction of, and confer jurisdiction upon, the state and federal courts in the state of Florida, with express waiver of any other jurisdiction to which they might be entitled.

8. At the time of the Agreement signing, the Library acquires the following rights:

.. Right to print through the IaP system (Print on Demand)

.. Right to add the Library Content (academic contents, thesis, journals) in Spanish language to the Electronic Titles.

9 Miscellaneous

9.1 Dispute resolution: in the unlikely event that a dispute arises between the parties that cannot be informally and quickly solved, each party will elevate the matter to an appropriate individual within its organization who is authorized and capable of resolving the dispute. Such individuals will meet and confer promptly to determine whether the matter can be resolved informally or through voluntary mediation.

9.2 Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts which taken together will be regarded as one and the same

Agreement.

Either party's facsimile signature will be deemed a binding acceptance of such Agreement by such party.

9.3 IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

_____ e-Libro _____

By: _____ By: _____

Name (Please Print) Name (Please Print)

Title Title

Date Date

APPENDIX A

DEFINITIONS

"e-Libro Site": means the web site hosted by e-Libroebrrary, through which e-Libroebrrary will provide the tools necessary to access a primary collection of Electronic Titles.

"e-Libro Content": means the materials, graphics, HTML, XML and other browser-based content, data and information made available by e-Libro through the e-Libro Site, excluding the Electronic Titles.

"e-Libro Corporate Site": means the web site owned and operated by e-Libro, and located primarily at <http://www.e-libro.com>, and any successor web site thereto.

"Library Content": means the materials, graphics, HTML, XML and other browser-based content, data and information made available by the Library to be included on e-Libro Site.

"Link": means a URL hidden valid a formatting option that may take the form of a

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colored item of text (such as a URL description), logo or image, "button" or graphic box, and which allows an end-user to automatically move to or between web pages, web sites or within a web page.

Look and Feel: The appearance and behavior of a system facility as perceived by the end user. This includes the data, the layout, and the user interaction through menus, buttons, text editing, and other devices.

APPENDIX B

E-LIBROEBRARY SITE SPECIFICATIONS

"Co-branded Site": e-Libroebrrary will construct a standard site for use by the Library. e-Libroebrrary will, at its own expense, provide and manage all servers, telecommunications, facilities maintenance, and operations related to the hosting of e-Libro Site on a cluster of high-availability, redundant servers in a secure, high-performance data center.

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Integration: e-Libro's service for libraries is able to be integrated to the Library's OPAC

system, its digital resources, catalogue and administration processes, specifically through

MARC record sets for institution's use of e-Libro Site.

MARC records characteristics: the standard site is included on MARC records, resulting in a customized record set for each Co-branded Site.

Full text search: the ebrary Reader supports full-text search, the most efficient way to

search through book content. The ebrary can be downloaded in minutes and installed

on Library's computers, or be downloaded upon patrons request when is needed.

The

Reader supports Windows and Macintosh systems, the supported browsers are:

Netscape, Mozilla and Internet Explorer. Patrons can search by author, title, publisher

or subject, within an individual book or within the entire collection, other digital resources in the library, and on the Web.

Powerful search tools: InfoTools™ technology enables to expand a research quickly,

easily and efficiently, the InfoTools™ can be activated by selecting text or a word with

the mouse. With InfoTools™, the Library can be seamlessly integrated to additional

online resources within Library databases and on the Web, including definitions, biographic information, maps and translators. Patrons can instantly access these resources when a phrase or word is selected.