AGREEMENT

Sesame Street eBook collection

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Definition of an eBook:

An eBook is a digital version of a printed book.

Sesame Street eBooks

A subscription to Sesame Street eBooks will provide online access to the current library of more than one hundred and fifty eBooks. New eBooks will be added to the collection periodically as and when they are published and these will be made available to users through their annual subscription.

EBOOK FORMATS

Sesame Street eBooks come in four formats:

- Read: eBooks allow you to read aloud at your own pace
- Read and Listen: Audio eBooks include fun Sesame Street audio narration, sound effects and music
- Read and Play: Interactive eBooks invite users to interact with the content in playful and educational ways
- Read and Watch: Animated eBooks bring beloved Sesame Street characters and stories to life in full-color animation

The subscription fee is based on the Number of library Branches subscribing to the sesame street collection,
Access will be provided through IP address range, Common User-name & Password and Referrer URL.

SUBSCRIPTION PROFILE

Name of the Library:

Number of Branches:

Number of publicly available terminals:

Number of Children card holders (library card):

SUBSCRIBER DETAILS

Company/Institution Name:

Contact Name:

Address 1:

Address2:

State:

ZIP Code:

Job Title:

Tel:

Fax: _____

Email:

Payment Method : payment to be made to Amigos Library Services

I agree with the Terms and Conditions of access.

INTERNET TERMS OF USE

This Agreement sets out the terms and conditions under which Impelsys Inc. ("Impelsys") of 55 Broad Street, 16th Floor, New York will provide access to the Service to the Customer. If you do not agree to these terms and conditions please do not access or use this Service. They may be changed at any time and the Customer is responsible for reviewing them regularly. "Service" shall mean all information or databases made available by Impelsys via the internet. "Customer" shall mean the individual or organization who has signed the related order form or who has indicated acceptance of the Agreement by electronic means.

1. *Hours of Service*

1.1. The Service will normally be available on a non-guaranteed basis 24 hours a day. Impelsys reserves the right to temporarily suspend the Service without notice in order to modify or otherwise change or upgrade the Service, or for reasons beyond Impelsys' control.

2. *Warranty*

2.1. Impelsys warrants that all reasonable care has been taken to ensure the accuracy and completeness of the Service, and the quality of the Service. All other warranties with respect to the Service, whether express or implied are excluded to the extent permitted by law, including but not limited to any warranty of freedom from errors or omissions or fitness for any particular purpose.

3. *Limitation of Liability*

3.1. The Customer accepts that Impelsys shall in no circumstances be liable to the Customer for any loss or damage arising from any faults or delays in the provision of the Service. Neither shall Impelsys be liable for any inaccuracies or omissions in the Service or for any decisions taken by the

Customer and based on the Service. Impelsys guarantees that the provision of Service with an up-time of 99.5%.

3.2. Impelsys shall not be liable for any indirect or consequential loss (including without limitation loss of profits, goodwill or data) suffered by the Customer and arising in any way in connection with this Agreement, whether or not such loss has been previously discussed by the parties.
3.3. Impelsys shall not be liable for any loss suffered by the Customer or for any liability of the Customer to any third party.
3.4. Impelsys" aggregate maximum liability to the Customer in respect of any loss whether such claim arises in contract or in tort shall not exceed a sum equal to the annual subscription fee nor if no annual fee is applicable, to the total fee agreed for the Service.
3.5. The Customer agrees that it is in a better position to foresee and evaluate any loss it may suffer in connection with this Agreement and that the fees payable to Impelsys for the service have been calculated on the basis of the limitations and exclusions of liability in this Agreement and that the Customer will affect any such insurance as it deems suitable having regard to its particular circumstances and the terms of this Agreement.

4. *Restrictions on Use*

4.1. Impelsys grants to the Customer a non-exclusive, non-transferable license for its patrons to gain access to the Service through the number of authorized terminals and concurrent users. No copying or storage in any retrieval system for any other purpose is permitted without Impelsys" prior written permission.
4.2. The Service is to be used solely by the Customers patrons and its employees for its own internal business purposes.
4.3. The Customer shall not copy, communicate or disseminate the Service in whole or part to any other party, including any subsidiary, associate or branch of the Customer, by any means whatsoever. The term copy refers to copying the content from Impelsys' Platform to any other platform.

5. *Access Control*

5.1. Impelsys shall allocate to the Customer any necessary usernames and/or passwords which control access to the Service. Only those usernames and/or passwords may be used by the Customer to access the Service.

5.2. Where level of concurrency determines fees payable, or is agreed to be limited to a certain level, the Customer shall pay the license fees under usernames and passwords allocated to the Customer.

6. *Termination*

6.1. Impelsys may terminate this Agreement immediately on written notice if an agreement between the provider of one or more of the database(s) forming part of the Service and Impelsys is terminated, or in the event of any breach by the Customer of any of the user conditions, including payment and, in particular, those relating to the content of material posted by users.
6.2. Except where the Customer has breached any of the user conditions, Impelsys shall on termination promptly make a pro rata refund to the Customer of any monies paid by the Customer for the Service for a period which has not expired.

7. *Customer Indemnity*

7.1. The Customer agrees to hold Impelsys harmless and fully indemnified against any claims, costs, damages, loss and liabilities arising as a result of any breach of the Customer's obligations under this Agreement or as a result of misuse of the Service.