

Standard License Agreement

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The materials that are the subject of this Agreement shall consist of the LatAm-Studies.com Full-text Online Service and /or the LatAm-Studies.com Preview Update Service (hereinafter referred to as the "Licensed Materials"). Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with IIS, and/or its suppliers. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement. IIS hereby grants to Licensee non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement.

II. Delivery/Access of Licensed Materials to Licensee

IIS will provide the Licensed Materials to the Licensee in the following manner:

Network Access. The Licensed Materials will be stored at one or more IIS locations in digital form accessible by telecommunications links (Internet) between such locations and authorized networks of Licensee; or

Physical Media. Copies of the Licensed Materials may be provided to the Licensee on physical media (CD-ROM, DVD) for use on Licensee's network and workstations.

III. Fees

Licensee shall make payment to IIS for use of the Licensed Materials, annually according to its then effective published fee schedule.

IV. Authorized Use of Licensed Materials

Authorized Users. "Authorized Users" are:

Persons Affiliated with Licensee. Full and part time students and employees (including faculty, staff, affiliated researchers and independent contractors) of Licensee and the institution of which it is a part, regardless of the physical location of such persons.

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Scholarly Sharing. Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works.

V. Access by and Authentication of Authorized Users

Licensee and its Authorized Users shall be granted access to the Licensed Materials pursuant to the following:

IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Licensee to IIS.

Passwords. Authorized Users shall be identified and authenticated by the use of usernames and passwords assigned by Licensee. Licensee shall be responsible for issuing and terminating passwords, verifying the status of Authorized Users, providing lists of valid passwords to IIS and updating such lists on a regular basis.

CDROM or DVD. Authorized users shall be identified and authenticated by use of Licensee's systems or loan and checkout policies and procedures.

VI. Specific Restrictions on Use of Licensed Materials

Unauthorized Use. Except as specifically provided elsewhere in this agreement, Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

Modification of Licensed Materials. Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of IIS.

Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

Commercial Purposes. Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

Good Faith efforts: Licensee shall report to IIS any violations of this clause, and shall make a reasonable effort to prevent further abuse of Licensed Materials.

VII. IIS Performance Obligations

Availability of Licensed Materials. IIS shall make the Licensed Materials available to Licensee and Authorized Users.

Support. IIS will offer a help desk access via email or telephone for assistance with technical or content issues with the database.

Quality of Service. IIS shall use reasonable efforts to ensure that the IIS's server or servers have sufficient capacity and rate of connectivity to provide the Licensee and its Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Licensee's locale. IIS shall use reasonable efforts to provide continuous service. Licensee recognizes that limited periodic unavailability is sometimes necessary, due to maintenance of the server(s), the installation or testing of software, the loading of additional Licensed Materials as they become available, and downtime related to the failure of equipment or services outside the control of IIS, including but not limited to public or private telecommunications services or internet nodes or facilities. If possible, scheduled down-time will be performed at a time to minimize inconvenience to Licensee and its Authorized Users. If the Licensed Materials fail to operate in conformance with the terms of this Agreement, Licensee shall immediately notify IIS, and IIS shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that IIS fails to repair the nonconformity in a reasonable time, IIS shall reimburse Licensee in an amount that the nonconformity is proportional to the total Fees owed by

Licensee under this Agreement, minus any royalties.

Notification of Modifications of Licensed Materials. Licensee understands that from time to time the Licensed Materials may be added to, modified, or deleted from by IIS and/or that portions of the Licensed Materials may migrate to other formats. IIS shall give prompt notice of any such changes to Licensee.

Withdrawal of Licensed Materials. IIS reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. IIS shall give written notice to the Licensee of material withdrawal no later than 90 days following the removal of any item pursuant to this section. If any such withdrawal renders the Licensed Materials less useful to Licensee or its Authorized Users, IIS shall reimburse Licensee in an amount that the withdrawal is proportional to the total Fees owed by Licensee under this Agreement, minus any royalties.

VIII. Licensee Performance Obligations

Provision of Notice of License Terms to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

Protection from Unauthorized Use. Licensee shall use reasonable efforts to inform Authorized Users of the restrictions on use of the Licensed Materials. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) IIS may terminate such Authorized User's access to the Licensed Materials, (b) IIS may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Licensee may terminate such Authorized User's access to the Licensed Materials upon IIS's request.

IIS shall take none of the steps described in this paragraph without first providing reasonable notice to Licensee (in no event less than 30 days) and cooperating with the Licensee to avoid recurrence of any unauthorized use.

Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party. Licensee shall also maintain the confidentiality of any institutional passwords provided by IIS. Licensee shall be entitled to receive one (1) password to the Service. Additional passwords may be provided to the Customer upon request by Licensee's authorized representative, subject to IIS's policies for additional passwords then in effect.

IIS reserves the right to change passwords at any time upon notice to the Licensee. Unless expressly approved in writing by IIS in advance, a password is valid for use only in the country to which it is issued.

In the event of loss or theft of a password, it is Licensee's responsibility to notify IIS immediately, and Licensee shall be relieved of any liabilities on such password subsequent to IIS's receipt of such notice.

IX. Mutual Performance Obligations

Confidentiality of User Data. IIS and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

Implementation of Developing Security Protocols. Licensee and IIS shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

X. Term

This Agreement is an open order that remains in effect until terminated by either party. Licensee commits to an initial 12 month term at the stated rates. Thereafter, Licensee will be billed for renewal at the then annual fee.

IIS reserves the right to suspend or refuse the provision of the LatAm-Studies.com Full-text Online Service for any reason whatsoever, with or without cause, and without prior notice. In the event of early termination, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid, minus royalties, by Licensee for any remaining period of the Agreement from the date of termination.

XI. Renewal

This Agreement shall be renewable at the end of the current term for a successive one year term unless either party gives written notice of its intention not to renew 30 days before expiration of the current term.

XII. Early Termination

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if IIS believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have 60 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 60 days, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause online access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

In the event of early termination permitted by this Agreement, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

As a third party provider of information, IIS reserves the right to add or withdraw Information and modify or otherwise change the LatAm-Studies.com Full-text Online Service (including features) without notice as necessary. IIS agrees that it will use its best commercial efforts to provide notice to Licensee in advance of or concurrent with the effective date of such changes. In addition, IIS reserves the right to change the terms and conditions of this

Agreement at any time and all such changes shall be effective thirty days after published by IIS; however, if Licensee finds such additional terms and conditions objectionable, Licensee may terminate this agreement by giving written notice specifying the nature of its objection.

XIII. Perpetual License

Except for termination for cause, after termination of this agreement, Licensee shall have the right to request a nonexclusive, perpetual license to use any Licensed Materials that were accessible during the term of this Agreement at the then published rate. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. IIS shall provide the licensed materials at its then published fee in a tangible media format of its choosing, or as otherwise agreed by the parties.

XIV. Warranties

Subject to the Limitations set forth elsewhere in this Agreement:

IIS warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The IIS shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement.

IIS warrants that the physical medium, if any, on which the Licensed Materials is provided to Licensee will be free from defects for a period of one year from delivery.

XV. Limitations on Warranties

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.

IIS makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and IIS disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. IIS makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. IIS further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

XVI. Indemnities

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

XVII. Assignment and Transfer

This Agreement is not assignable or transferable by Subscriber without the written consent of IIS which shall not unreasonably be withheld. IIS may assign this Agreement and/or payments due without requirement for Subscriber's permission or approval.

XVIII. Governing Law

This Agreement shall be interpreted and construed according to, and governed by, the laws of Massachusetts, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in Massachusetts shall have jurisdiction to hear any dispute under this Agreement.

XIX. Dispute Resolution

In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

Mediation. In the event that the parties can not by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within 30 days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within 15 days after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

Arbitration. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and

copying no later than 30 days after the notice of arbitration is served.

The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

XX. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

XXI. Entire Agreement

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.

XXII. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of IIS and Licensee.

XXIII. Severability

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.

XXIV. Waiver of Contractual Right

Waiver of any provision herein shall not be deemed 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.

XXV. Notices

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within 30 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 by mail or hand delivery.

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