

EXHIBIT A: LICENSED WORKS

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Berg Fashion Library
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Constitutions of the Countries of the World
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Fordham Scholarship Online
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Grove Music Online
Investment Claims Online
Max Planck Encyclopedia of Public International Law
NY Code of Professional Responsibility
OROP Literature Collection Subject Cluster
OROP Western Civilization Subject Cluster
Oxford African American Studies Center Online
Oxford Biblical Studies Online
Oxford Bibliographies Online
Oxford Dictionaries Online
Oxford Dictionary of National Biography Online
Oxford English Dictionary Online
Oxford Handbooks Online
Oxford History of Western Music
Oxford Islamic Studies Center Online
Oxford Language Dictionaries Online
Oxford Reference Online: Premium Collection
Oxford Reports on International Criminal Law
Oxford Reports on International Human Rights Law
Oxford Reports on International Investment Claims
Oxford Reports on International Law (all modules)
Oxford Reports on International Law in Domestic Courts
Oxford Scholarship Online
Social Explorer
Who's Who and Who Was Who

Perpetual Access Works

AMA Style Guide Online
Encyclopedia of Popular Music
Oxford Biblical Studies Online
Oxford Bibliographies Online
Oxford Digital Reference Shelf
Oxford Handbooks Online
Oxford History of Western Music
Oxford Scholarship Online

EXHIBIT B: LICENSEE AGREEMENT

REGIONAL NETWORK/LICENSEE AGREEMENT

Through and subject to this Regional Network/Licensee Agreement, **Amigos Library Services** (“Regional Network”) will include _____ (“Licensee”) in its contract with Oxford University Press, Inc. (“OUP, Inc.”) to allow access to and use of certain licensed online products as the Regional Network and OUP, Inc. may agree upon from time to time (collectively, the “Licensed Works”), under the terms and conditions set forth herein.

1. This Licensee Agreement is dependent upon the continued license between the Regional Network and OUP, Inc. to make available the Licensed Works referenced above (the “Network License”). Should the Network License terminate or expire, the Regional Network will notify the Licensee prior to such termination or expiration so that the Licensee can make other arrangements for access to and use of the Licensed Works.

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4. The Licensee acknowledges that OUP, Inc. may discontinue access to the Licensed Works should the Licensee fail to abide by the Terms and Conditions and by this Licensee Agreement. Without limiting the foregoing, it is expressly acknowledged that the Regional Network will inform OUP, Inc. in the event that the Licensee fails to pay any fees due hereunder within thirty (30) days after they are due and OUP, Inc. may immediately upon notice of such failure discontinue Licensee’s access to the Licensed Works.

5. This Licensee Agreement shall take effect when it has been executed by a duly authorized representative of the Licensee and the Regional Network and continue until the following June 30 (the “initial term”), and shall automatically renew on the first day of July of each subsequent year (each, a “renewal term”), except as otherwise provided by written notification from the Regional Network to the Licensee or from the Licensee to the Regional Network. In no event, however, shall the initial or any renewal term of this Licensee Agreement continue beyond the term of the Network License. Access to the Licensed Works will commence on the first day of the month following the receipt by the Regional Network of the fully executed Subscription Agreement and the signed Terms and Conditions, provided such documents are received no later than ten (10) days prior to the start date requested by the Licensee.

6. During the term hereof, the Regional Network shall provide such customer support services to the Licensee with regard to the Licensed Works as it customarily provides in connection with other online or web-based products or services provided to its members, which shall include to the extent reasonably practicable but not be limited to: (i) answering either telephone or email inquiries from the Licensee concerning the Licensed Works during the Regional Network's regular business hours on all business days throughout the Term, and (ii) attempting to resolve all questions concerning the Licensed Works directed to it by the Licensee.

7. OUP, Inc. is an intended third party beneficiary of this Licensee Agreement, and OUP, Inc. may enforce any rights the Regional Network may have hereunder against the Licensee and/or any Authorized Users, except for the right to receive payments due to the Regional Network.

8. For state-funded institutions and programs, this Licensee Agreement shall be valid and enforceable only if sufficient funds are made available to the state institutions by their respective state legislatures for the purpose of this program. If the state legislature does not appropriate funds for the program, this Licensee Agreement shall be terminated or amended to reflect any reduction of funds. The decision by a state-funded institution to continue with this Licensee Agreement must be made no later than thirty (30) days after the new fiscal year affected by the legislative funding.

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The Licensee acknowledges that it has simultaneously entered into the Regional Network/Licensee Agreement with _____ (hereinafter, the “Regional Network”), whereby the Regional Network has agreed to include the Licensee in its license agreement with OUP, Inc. regarding access to and use by Regional Network members of certain online products (the “Licensed Works, as more fully defined below) owned or controlled by OUP, Inc.

Licensee also acknowledges that acceptance by the Licensee of the Network Member Subscription Terms set forth herein and continued adherence thereto are conditions of obtaining and retaining such access to and use of the Licensed Works.

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- "Server" means either OUP, Inc.'s server or a third party server designated by OUP, Inc. on which the Licensed Works are mounted and through which the Licensee and its Authorized Users may gain access to the Licensed Works by means of the World Wide Web.
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3. TERM, TERMINATION

3.1. These Network Member Subscription Terms will begin on the Activation Date and, except as it may be sooner terminated in whole or in part as provided below, will remain in full force and effect until the following June 30 and thereafter will automatically renew for successive one (1) year periods in accordance with these Network Member Subscription Terms and subject to the payment of all renewal subscription fees required pursuant to the Regional Network/Licensee Agreement.

3.2. In the event that the Regional Network's agreement with OUP, Inc. relating to the Licensed Works expires or terminates for any reason, these Network Member Subscription Terms shall immediately thereupon terminate. The Regional Network's and/or OUP's failure to provide advance notice of such expiration or termination shall not prevent these Network Member Subscription Terms from terminating immediately upon the termination of the Regional Network's agreement with OUP.

3.3. If either party materially breaches any covenant or provision of these Network Member Subscription Terms (including, without limitation, breach by the Licensee of Section 5 below), then, in addition to any rights and remedies that may be available in law or equity, the non-breaching party may terminate these Network Member Subscription Terms by written notice to the breaching party unless, in the case of a breach capable of cure, such breach will have been cured within thirty (30) days after delivery of written notice of such breach to the breaching party. Without limiting the generality of the foregoing, in

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- 3.5. Upon termination of these Network Member Subscription Terms, the Licensee agrees to continue to adhere to the provisions of these Network Member Subscription Terms relating to any OUP intellectual property.

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- 6.2.** The Licensee will:
- 6.2.1.** Be responsible for the confidentiality and all use of any password(s) and/or other access controls in relation to the use of Licensed Works;
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 - (e) **"Licensed Works"** means the products set forth in the Regional Network/Licensee Agreement as such list of licensed products may be amended from time to time by written agreement of the Regional Network and OUP, Inc.
 - (f) **"Secure Network"** means the Licensee's secure network (whether a stand alone network or a virtual network within the Internet) that is accessible only by Authorized Users whose identities are authenticated by the Licensee at the time of login and periodically thereafter, the security of which is consistent with current best practices, and whose conduct, and the Authorized Users' conduct with

respect to which is subject to regulation by the Licensee. A cache server or other server or network that can be accessed by unauthorized users is not a Secure Network for these purposes.

- (g) "Server" means either OUP, Inc.'s server or a third party server designated by OUP, Inc. on which the Licensed Works are mounted and through which the Licensee and its Authorized Users may gain access to the Licensed Works by means of the World Wide Web.

2. LICENSE; TERM

2.1 OUP, Inc. hereby grants the Licensee a non-exclusive and non-transferable perpetual license to access and use, and to allow Authorized Users to access and use the Licensed Works, via the Licensee's Secure Network for personal use or scholarly, educational or scientific research or professional use *i.e.* scholarly sharing via inter-library loan, provided that the relevant copyright notices and appropriate credit information are also transmitted, but in no case may such transmission be for resale or Commercial Use.

2.2 Specifically, the Licensee and Authorized Users may:

- (a) access the Licensed Works by means of a Secure Network in order to search the Licensed Works and to view, retrieve and display portions thereof;
- (b) electronically download and save short extracts from the Licensed Works; and
- (c) print out single copies of limited portions of the Licensed Works.

2.3 The Licensee may allow links from its E-Reserve System to Licensed Works, subject to any limits on the number of users that may simultaneously access the Licensed Works.

2.4 Using secure means, the Licensee may fulfill occasional so-called "interlibrary loan" requests from other institutions for limited portions of a given Licensed Work in print format only, provided that the Licensee agrees to fulfill such requests in compliance with Section 108 of the U.S. Copyright Law and the Guidelines for the Proviso of Subsection 108(2g)(2) of the CONTU Guidelines.

2.5 An Authorized User may transmit to a third party colleague, in print format only, minimal, insubstantial amounts of the Licensed Works for personal use or scholarly, educational or scientific research or professional use but in no case for resale or other Commercial Use and provided that the relevant copyright notices and appropriate credit information are also transmitted.

2.6 The term of these Network Member Perpetual Access Terms will begin on the Effective Date and, except as they may be sooner terminated in whole or in part as provided below, will remain in full force and effect thereafter. In the event that the Licensee commits a material breach of these Network Member Perpetual Access Terms, OUP, Inc. may, at its election, terminate these Network Member Perpetual Access Terms by written notice to the Licensee, unless, in the case of a breach capable of cure, such breach will have been cured within thirty (30) days after delivery of written notice of such breach; and/or exercise all rights and remedies which may be available to it in law or equity. Without limitation, breach by the Licensee of the provisions of Section 3 would constitute a material breach.

3 LIMITATIONS ON USE

3.1 The Licensee and its Authorized Users may not:

- (a) Make electronic copies of the Licensed Works, except to load the original files onto the Secure Network when self-hosting, and except to the limited extent permitted by Section 2.2 above.
- (b) Remove or alter the names of the authors and editors of, and contributors to, the Licensed works, or OUP, Inc.'s copyright notices or other means of identification or disclaimers as they appear in the Licensed Works;
- (c) Systematically make printed or electronic copies of multiple extracts of the Licensed Works for any purpose, except to the limited extent expressly permitted herein;
- (d) Display or distribute any part of the Licensed Works on any electronic network, including, without limitation, the Internet and the World Wide Web, other than a Secure Network;
- (e) Permit anyone other than Authorized Users to access or use the Licensed Works except to the limited extent permitted by Section 2.5 above;
- (f) Use all or any part of the Licensed Works for any Commercial Use;

- (g) Publish, distribute, or make available works based upon the Licensed Works, or works which combine the Licensed Works with any other material, except to the limited extent expressly permitted herein; or
- (h) Alter, abridge, adapt, or modify Licensed Works, except to the extent necessary to make them perceptible on a computer screen to Authorized Users.

3.2 If OUP, Inc. is hosting the Licensed Works, OUP, Inc. reserves the right to withdraw access to the Licensed Works in the event of the detection of a page download rate in excess of the automatic abuse detection system in effect for the relevant Licensed Work. (In such event, upon receipt and preliminary review of details from the automated system including, as relevant, the actual download rate detected, OUP, Inc.'s customer service will contact the Licensee to investigate. OUP, Inc. will restore access only when the matter has been satisfactorily resolved.)

4 FEES AND PAYMENT

- 4.1** In full consideration of the rights granted by OUP, Inc. under these Network Member Perpetual Access Terms and for OUP, Inc.'s performance of its obligations hereunder, Licensee will pay the Regional Network according to the terms of the Regional Network/Licensee Agreement.
- 4.2** OUP, Inc. reserves the right to electronically repossess the Licensed Works (if Licensee is self-hosting) or to deny Licensee further access to the Licensed Works (if OUP, Inc. is hosting) in the event payment is not received by its due date.
- 4.3** Any failure by the Licensee to fulfill the obligations in this Section 4 above (as applicable) will be considered a material breach of these Network Member Perpetual Access Terms.

5 RESPONSIBILITIES AND COVENANTS OF LICENSEE

- 5.1** The Licensee will obtain at its cost all telecommunications and other equipment and software (including an Internet browser and portable document file reader) together with all relevant software licenses necessary to access the Licensed Works online via the Licensee's Secure Network.
- 5.2** The Licensee will:
- 5.2.1** be responsible for the confidentiality and all use of any password(s) in relation to the use of the Licensed Works;
 - 5.2.2** use all reasonable efforts to ensure that only Authorized Users are permitted access to the Licensed Works by means of the Licensee's Secure Network;
 - 5.2.3** take all reasonable steps to ensure that all Authorized Users comply with the terms of these Network Member Perpetual Access Terms and will use all reasonable efforts to restrict and control unauthorized access to the Licensed Works.
- 5.3** The Licensee agrees to notify OUP, Inc. as soon as practicable if it becomes aware of any loss, theft or unauthorized use of the Licensee's passwords (if any) or any breach by an Authorized User of the terms of these Network Member Perpetual Access Terms and agrees to cooperate with OUP, Inc. to correct such practices; and acknowledges that, OUP, Inc. will have the right to terminate access to the Licensed Works, and/or require that Licensee terminate access of the persons making such unauthorized use of the Licensed Works.
- 5.4** Any failure by Licensee to fulfill the obligations in Paragraphs 5.2 and 5.3 above (as applicable) will be considered a material breach of these Network Member Perpetual Access Terms.

6 HOSTING

- 6.1** The Licensed Works are, at the option of the Licensee, either (a) purchased with hosting services provided by OUP, Inc., or (b) to be hosted by the Licensee, as specified in Exhibit A. If the Licensee opts to self-host, the Licensed Works will be delivered to the Licensee in the form of an electronic file in XML format or other standard format as determined by OUP, Inc. for the Licensee to self-host. The provisions of these Network Member Perpetual Access Terms apply whether or not the Licensee self-hosts, unless expressly stated otherwise.
- 6.2** If OUP, Inc. is hosting the Licensed Works, then:
- 6.2.1** The Licensee will provide OUP, Inc. on request with all identifying information, including IP address ranges, relating to the Licensee and its Authorized Users necessary to enable OUP, Inc. to set up and activate the Licensee's and its Authorized Users' access to the Licensed Works. Promptly following initial receipt of the foregoing information, OUP, Inc. will set up and activate the Licensee's access to the Licensed Works.
- 6.2.2** OUP, Inc. will use all reasonable efforts to:
- (a) Make the Licensed Works available to the Licensee by means of the World Wide Web;
 - (b) Ensure that the Server has sufficient capacity and rate of connectivity to provide the Licensee with a quality of service comparable to current standards in the World Wide Web online information provision industry; and
 - (c) Restore access to the Licensed Works as soon as possible in the event of an interruption or suspension of the service.
- 6.2.3** OUP, Inc. will itself provide, or arrange for the provision by a third party of, customer support services to the Licensee via email, which services will include answering email inquiries from the Licensee and its Authorized Users relating to the use and/or functionality (but not the content) of the Licensed Works.
- 6.2.4** OUP, Inc. will make available to the Licensee an aggregated monthly usage report detailing the level of use of the Licensed Works by the Licensee's Authorized Users per month. This report will not identify individual Authorized User usage, but will be provided in respect of the IP address range(s) given by the Licensee to OUP, Inc. under Section 6.2.2 above as a whole. OUP, Inc. will not be able to provide accurate usage reports if the Licensee stores the Licensed Works on any cache or proxy server.
- 6.3** If, having opted to purchase hosting services provided by OUP, Inc. the Licensee wishes to self-host, it may, by providing OUP, Inc. with written notice no later than 90 days prior to the expiration of the then-current hosting period, elect to terminate hosting services at the end of the then-current hosting period. If no such notice is received, OUP, Inc. will send the Licensee an invoice for fees for renewal of the hosting service for a further twelve-month period which will be payable prior to the commencement of the renewal period. If the invoice has not been paid prior to commencement of the renewal period, the Licensee will be deemed to have elected to self-host.
- 6.4** If OUP, Inc. does not wish to continue hosting the Licensed Works for the Licensee (including, without limitation, if it discontinues hosting the relevant platform), it will give the Licensee no less than 90 days notice; provided that it will, via the Regional Network, credit the Licensee all hosting fees applicable to the unexpired term of the then current hosting period on a pro rata basis.
- 6.5** If the Licensee elects to self-host pursuant to Section 6.3 or if OUP, Inc. gives notice pursuant to Paragraph 6.4, OUP, Inc. will, prior to the end of the then current hosting period, or within 90 days the Licensee's deemed election to self-host, whichever is the later, deliver to the Licensee the electronic files (in XML format or other standard format as determined by OUP, Inc.) for all Licensed Works purchased to the extent permitted under OUP, Inc.'s agreements with Third Party Suppliers.

7 WITHDRAWAL OF MATERIAL

7.1 OUP, Inc. reserves the right at any time to (i) withdraw from the Licensed Works any item or part of an item that OUP, Inc. no longer retains the right to publish; or (ii) withdraw from the Licensed Works, or cease providing online hosting services hereunder for any Licensed Work or part thereof, any material that OUP, Inc. determines may be defamatory, obscene, unlawful, a violation of copyright or otherwise objectionable. OUP, Inc. may at any time (without prejudice to its other rights or remedies) suspend the provision of some or all of the Licensed Works obtained by OUP, Inc. from any Third Party Supplier, upon request of such Third Party Supplier or immediately upon termination of OUP, Inc.'s agreement with such Third Party Supplier. With respect to any such item(s) or part(s) thereof for which OUP, Inc. determines not to provide hosting services pursuant to the foregoing, OUP, Inc. will, to the extent permitted under applicable law and any agreements to which OUP, Inc. in a party, provide Licensee with an electronic copy of any such item(s) or part(s) thereof in XML format for use by Licensee on a self-hosted Secure Network in accordance with and subject to all of the conditions and restrictions set forth in these Network Member Perpetual Access Terms. For the avoidance of doubt, OUP, Inc. will not be obligated to provide Licensee with any Licensed Work or part(s) thereof that OUP, Inc. no longer has the right to publish, license or otherwise distribute.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 The Licensee acknowledges that OUP, Inc. does not own the copyright with respect to certain of the Licensed Works or portions thereof and that OUP, Inc. has licensed or otherwise obtained the right to publish or distribute such Licensed Works or parts thereof from third parties ("Third Party Suppliers"). As between OUP, Inc. and the Licensee, the Licensee acknowledges that the copyright and other intellectual property rights in the Licensed Works and any related documentation are owned or controlled by OUP, Inc. or the Third Party Supplier thereof, and no transfer of copyright or any other right, title or interest therein is made by this License, except for the right to access and use the Licensed Works in accordance with the terms and conditions of these Network Member Perpetual Access Terms.

8.2 The Licensee will notify OUP, Inc. promptly if it becomes aware of any claim by any third party that the Licensed Works infringe an intellectual property or other right of any third party.

8.3 The Licensee acknowledges and agrees that a Third Party Supplier may provide additional terms and conditions affecting the Licensee's use of the Licensed Works, which will be appended to these Network Member Perpetual Access Terms. Such terms and conditions will prevail and control use of the relevant Licensed Works over any conflicting terms contained herein. Licensee agrees that these Network Member Perpetual Access Terms, to the extent it pertains to any Licensed Work or part thereof, copyright of which is owned by a Third Party Supplier, may be enforced by such Third Party Supplier.

8.4 The provisions of this Section 8 will survive the termination of these Network Member Perpetual Access Terms for any reason.

9 REPRESENTATIONS, WARRANTIES AND INDEMNITIES; FORCE MAJEURE

9.1 OUP, Inc. represents and warrants that it has the power to enter into these Network Member Perpetual Access Terms and to grant the rights conferred herein to the Licensee and that the Licensed Works do not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary right or contract right of any third party. Except as provided in the foregoing sentence, OUP, Inc. gives no warranty, express or implied, regarding any information or materials contained in or produced by the Licensed Works, nor regarding the accuracy, completeness or reliability of the Licensed Works. OUP, INC. PROVIDES THE LICENSED WORKS ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND EXCEPT AS EXPRESSLY PROVIDED ABOVE. OUP, INC. DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT IMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES THAT THE MATERIAL IN THE LICENSED WORKS IS COMPLETE OR ACCURATE. IN NO EVENT WILL OUP, INC. BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE

OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE LICENSED WORKS OR FOR THE LOSS OR DAMAGE OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OF GOODWILL OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE LICENSED WORKS, INCLUDING WITHOUT LIMITATION: LOSSES ARISING FROM ANY ERRORS, OMISSIONS OR OTHER INACCURACIES IN, OR CORRUPTION CAUSED BY, THE LICENSED WORKS, WHETHER BY TRANSMISSION PROCESSING OR OTHERWISE; OR CLAIMS FOR LOST PROFITS, LOST DATA, OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL OUP, INC.'S LIABILITY HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID HEREUNDER FOR THE LICENSE OF THE LICENSED WORKS.

- 9.2** The signatory for Licensee of these Network Member Perpetual Access Terms represents and warrants to OUP, Inc. that s/he has the power and authority to execute these Network Member Perpetual Access Terms on behalf of the institution indicated, which institution agrees to be bound by all terms contained herein. Notwithstanding the limitations of Section 9.1, the Licensee will defend, indemnify and hold OUP, Inc. harmless from and against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) arising from: (a) any unauthorized use or dissemination of the Licensed Works by the Licensee or its Authorized Users; and (ii) any violation of these Network Member Perpetual Access Terms or of any third party's rights by the Licensee or its Authorized Users, including but not limited to infringement of any copyright or other proprietary right or invasion of any privacy rights.
- 9.3** The obligations in Paragraphs 9.1 and 9.2 will survive the termination of these Network Member Perpetual Access Terms.
- 9.4** Neither party will be responsible to the other for any failure to perform any obligation under these Network Member Perpetual Access Terms caused by an Act of God, war, riot, embargo, acts of civil or military authority, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane or other cause outside the control of the party that could not be avoided by the exercise of due care (a "force majeure event"). In the event of any delay in performance arising out of a force majeure event, the delayed party's obligations will be extended accordingly, provided that the parties will at all times use reasonable efforts to perform their respective obligations under these Network Member Perpetual Access Terms in a timely manner, taking account of such circumstances.

10 PRIVACY POLICIES

- 10.1** OUP, Inc. will adhere to the privacy policies posted on the websites for each of the Licensed Works. Without limiting the foregoing, it is acknowledged that OUP, Inc. may use the personal data the Licensee provides online to send the Licensee information about offers that OUP, Inc. feels may be of interest to the Licensee and OUP, Inc. may provide aggregated data about use of the Licensed Works to other persons.

11 GENERAL

- 11.1** Except to the extent, if any, that agreement to the following is prohibited by the laws or regulations governing contracts with an entity such as the Licensee (including but not limited to any law or regulation governing contracts with public libraries or state or local government-supported educational institutions): these Network Member Perpetual Access Terms will be interpreted and construed according to, and governed by, the laws of the State of New York without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York; and the Licensee irrevocably agrees that any dispute arising out of or in connection with these Network Member Perpetual Access Terms will be subject to and exclusively within the jurisdiction of the United States District Court for the Southern District of New York or the Supreme Court of the State of New York for New York County.
- 11.2** These Network Member Perpetual Access Terms constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements and understandings, oral or written,

relating to the subject matter hereof. These Network Member Perpetual Access Terms may be amended by: (i) OUP, Inc., in its sole discretion, provided that OUP, Inc. will use good faith efforts to give Licensee thirty (30) days' prior written notice of any such proposed amendment and Licensee will have the option to terminate these Network Member Perpetual Access Terms by delivery to OUP, Inc. of a written notice of Licensee's election to terminate these Network Member Perpetual Access Terms received by OUP, Inc. within such thirty- (30-) day period; or (ii) a writing executed by both parties. Notice of any proposed amendments to these Network Member Perpetual Access Terms may be delivered to Licensee by OUP, Inc. electronically through OUP, Inc.'s online customer support account management system.

11.3 These Network Member Perpetual Access Terms may not be assigned by Licensee without the prior written consent of OUP, Inc. OUP, Inc. may freely assign these Network Member Perpetual Access Terms to an affiliate, a successor to its business or a transferee of OUP, Inc.'s right to publish and distribute the Licensed Works. The rights and obligations of these Network Member Perpetual Access Terms will bind and benefit any successors and permitted assigns of the parties. Any attempted assignment in violation of this Section will be null and void and of no force or effect.

11.4 Any notice or other communication required by these Network Member Perpetual Access Terms will be in writing addressed to the individuals named at the signature page of these Network Member Perpetual Access Terms at the addresses shown for the respective parties at the first page of these Network Member Perpetual Access Terms (or such other person and/or address as the relevant party may from time to time designate by notice pursuant to this Section). Any such notice will be deemed to have been duly given on the day of service if served personally; three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid; or two days after mailing if mailed by commercial overnight courier.

11.5 If any provision of these Network Member Perpetual Access Terms is invalid, illegal, or unenforceable under any applicable statute or rule of law, the provision will be deemed omitted to the extent that it is invalid, illegal, or unenforceable. In such a case, the remainder of these Network Member Perpetual Access Terms will be construed in a manner as to give greatest effect to the original intention of the parties hereto.

11.6 The waiver of failure of either party to exercise in any respect any right provided in these Network Member Perpetual Access Terms in any instance will not be deemed to be a waiver of such right in the future or a waiver of any other right under these Network Member Perpetual Access Terms.

11.7 The relationship of the parties hereto will be that of independent contractors. Nothing herein will be construed to create any partnership, joint venture, or similar relationship or to subject the parties to any implied duties or obligations respecting the conduct of their affairs, which are not expressly stated herein. Neither party will have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party, or to bind the other party in any matter or thing whatsoever.

The Preceding Pages of the Oxford University Press, Inc. Network Member Perpetual Access Terms have, as validated by the signature below, been reviewed and agreed to by the institutional Licensee listed below.

NETWORK MEMBER SUBSCRIPTION TERMS AGREED TO:

Institution/Organization

Authorized Signature

Name

Title

Date

EXHIBIT E

3. UPTIME COMMITMENT

In providing the Licensed Works pursuant to this Agreement, OUP, Inc. will use good faith efforts to consistently meet ICOLC standards throughout the Term.

EXHIBIT F

4. USAGE REPORTS

Basic Usage Reports will report monthly activity in the following categories:

- Publication Home Page Hits
- Searches Executed
- Entries Viewed (*e.g.* OED and other similar Licensed Works)
- Articles Viewed (*e.g.* ANB and other similar Licensed Works)

OXFORD

UNIVERSITY PRESS

OXFORD UNIVERSITY PRESS, INC.

REGIONAL NETWORK AGREEMENT

This Regional Network Agreement (this "Agreement") is made and entered into as of the date set forth below (the "Effective Date") by and between Oxford University Press, Inc. ("OUP, Inc."), a Delaware not-for-profit corporation with offices at 198 Madison Avenue, New York, NY 10016 and the Regional Network set forth below ("Regional Network"). This Agreement sets forth the terms and conditions whereby the Regional Network may, during the term hereof, sub-license to its Members ("Licensees") and their respective Authorized Users to permit the Licensees and Authorized Users access to, and use of, certain online products that are owned or controlled by OUP, Inc. This Agreement will not be effective, and the Regional Network will not be permitted to sub-license to the Licensees any rights in the Licensed Works until an original counterpart of this Agreement is signed by an authorized officer of the Regional Network and OUP, Inc. receives such signed counterpart together with any payment that may be due upon signing.

Effective Date: 5-22, 2009

Regional Network: AMIGOS LIBRARY SERVICES

Regional Network Address: 14400 MIDWAY ROAD
DALLAS, TX 75244-3509

1. DEFINITIONS. In this Agreement, the following terms have the following meanings:

- "**Activation Date**" means the first date within each subscription year (July 1 to June 30) when a Licensee shall first be permitted to access the Licensed Works included in a Subscription Product in accordance with the Regional Network Member Subscription Terms and Conditions of Use ("OUP/Subscription Terms").
- "**Authentication**" Means the process whereby an individual establishes to a Licensee that he or she is an Authorized User."
- "**Authorized Users**" means (a) individuals who are current employees or agents of the Regional Network and who are authorized by the Regional Network to access the Licensed Works through the Regional Network's Secure Network for the purposes of carrying out the Regional Network's duties under this Agreement; and (b) individuals who are authorized by a Licensee to access the Licensee's information services available through the Licensee's Secure Network and who are (i) affiliated with the Licensee as current students, faculty, library patrons, employees, or in some other capacity whereby they are permitted to access such services in the Licensee's ordinary course of business, whether from a computer or terminal on such Secure Network or offsite via a modem link to a valid IP address on the Secure Network; or (ii) are physically present on the Licensee's premises.
- "**Commercial Use**" means use for the purposes of monetary reward (whether by or for the Regional Network, a member of the Regional Network ["Member"], a Licensee, an Authorized User, or any other person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation; provided, however, that neither recovery of direct costs by the Regional Network from a Licensee or by a Licensee from its Authorized Users in the course of research that incidentally uses Licensed Works and that is funded by a commercial organization shall be deemed to be Commercial Use.
- "**Licensed Works**" means those product(s) (including both Subscription Products and Perpetual Access Products) set forth in the attached Exhibit A (including, with respect to any OSO Products licensed to a Licensee, the version thereof that is licensed to that Licensee), as such Exhibit may be amended from time to time by written agreement of the parties as provided herein.
- "**Hosting Period**" means each 12 month period during which an Authorized User of a Perpetual Access Product is authorized to access and use the Perpetual Access products hosted by OUP, Inc. pursuant to the Regional Network Member Perpetual Access Content Licensing Agreement

("OUP/Perpetual Access Terms") provided, however, that no Hosting Period shall continue beyond the end of the term except as provided in .

- "Licensee" means an organization or institution that is a Member of the Regional Network, or that otherwise licenses the Licensed Works through the Regional Network under this Agreement, and that has agreed in writing to be bound by the terms and conditions of the Regional Network/Licensee Agreement annexed hereto
- as; Exhibit B and by the OUP/ Licensee Terms and/or OUP/Perpetual Access Terms annexed hereto as Exhibits C and D, respectively.
- "Monthly Fee" means the fee payable to OUP, Inc. in accordance with the Exhibit A, annexed hereto, or in any revised schedule that OUP, Inc. may specify from time to time.
- "OUP Trademarks" means the designations OXFORD ENGLISH DICTIONARY, OED, AMERICAN NATIONAL BIOGRAPHY, ANB, OXFORD, OXFORD UNIVERSITY PRESS, and such other designations as OUP, Inc. may specify from time to time in written notifications to the Regional Network.
- "Payment Date" means the equivalent of the month and day of the Effective Date in each year throughout the Term (e.g. if the Effective Date is June 1, 2009, the Payment Date in 2010 would be June 1, 2010).
- "Perpetual Access Product" means those Licensed Works designated by OUP, Inc., Inc. in Exhibit A as being available to Regional Network Members for purchase on an ongoing basis subject to the OUP/Perpetual Access Terms (including payment of hosting fees in the event such Licensed Works are, at the Licensee's option, hosted by OUP, Inc.).
- "Secure Network" means the Regional Network or a Licensee's secure network (whether a stand alone network or a virtual network within the Internet) that is accessible only by Authorized Users whose identities are authenticated by the Licensee, as relevant, at the time of login and periodically thereafter, the security of which is consistent with current best practices, and the Authorized Users' conduct with respect to which is subject to regulation by the Licensee. A cache server or other server or a network that can be accessed by unauthorized users is not a Secure Network for these purposes.
- "Server" means either OUP, Inc.'s server or a third party server designated by OUP, Inc. on which the Licensed Works are mounted and through which the Licensees and their respective Authorized Users may gain access to the Licensed Works by means of the World Wide Web.
- "Subscription Periods" means those periods of time during which a Licensee and its Authorized Users are authorized to access and use the Subscription Product Licensed Works pursuant to the OUP/Subscription Terms; provided, however, that no Subscription Period shall continue beyond the end of the Term except as provided in 11.4.
- "Subscription Product" means those Licensed Works designated by OUP, Inc. in Exhibit A as being available to Licensees for subscription on an annual basis subject to the OUP/Subscription Terms.
- "Term" means the term of this Agreement, being the period commencing upon OUP, Inc.'s receipt of the original, signed copy of this Agreement (with any required payment as may be specified herein) and remaining in full force and effect until the following December 31; and thereafter automatically renewing for successive one (1) year periods in accordance with this Agreement and subject to the payment of all fees required thereby.

2. GRANT OF LICENSE; USAGE RIGHTS, TERMINATION

2.1. OUP, Inc. Grants to the Regional Network the non-exclusive and non-transferable right during the Term to:

- 2.1.1. Access and use the Licensed Works by means of a Secure Network for the purposes of facilitating the sublicensing of the Licensed Works to potential Licensees; and
- 2.1.2. Sublicense to Licensees the rights to (a) access and use the Subscription Product Licensed Works for Subscription Periods pursuant to the OUP/Subscription Terms; (b) access and use the Perpetual Access Licensed Works pursuant to the OUP/Perpetual Access Terms; and (c) access the Licensed Works and provide such access to the Licensees' Authorized Users for the purposes of research, teaching, and private study (but not for Commercial Use). The Regional Network expressly acknowledges and

agrees that potential Licensees may not revise the provisions of the OUP/Subscription Terms or OUP/Perpetual Access Terms; in the event that a potential Licensee wishes to negotiate any such terms, it may not enter into such licensed via the Regional Network but must do so directly with OUP, Inc. at the rates and on the terms and conditions available to non-Members.

- 2.2. Solely for the purposes of carrying out its responsibilities under this Agreement, the Regional Network may, without charge, throughout the Term:
 - 2.2.1. Access the Server in order to search the Licensed Works and to view, retrieve, and display portions thereof;
 - 2.2.2. Electronically save portions of the Licensed Works; and
 - 2.2.3. Print out single copies of portions of the Licensed Works.
- 2.3. For the purposes of clarity, the grant for the benefit of Licensees and Authorized Users is dependent upon the continued license between the Regional Network and OUP, Inc. Should the Agreement terminate mid-term, the Regional Network will notify each Licensee prior to such termination so that, in the event that OUP, Inc. is hosting the Licensed Works, Licensees can make other arrangements for access to the Licensed Works.
- 2.4. Provided that it has entered into a valid Regional Network/Licensee Agreement in the form annexed hereto as Exhibit B and into the OUP/Subscription Terms and/or OUP/Perpetual Access Terms annexed hereto as Exhibits C and D respectively, a Licensee may, throughout the applicable Subscription Period or Hosting Period (as relevant), allow its Authorized Users to access the Server in order to search the Licensed Works and to view, retrieve, display and otherwise use portions thereof to the extent permitted by the OUP/Subscription Terms and/or OUP/Perpetual Access Terms, as relevant.
- 2.5. In the event that the Regional Network commits a material breach of this Agreement or a Licensee commits a material breach of its sub-license, OUP, Inc. may, at its election, terminate this Agreement by written notice to the Regional Network, unless, in the case of a breach capable of cure, such breach will have been cured within thirty (30) days after delivery of written notice of such breach; and/or exercise all rights and remedies which may be available to it in law or equity. Without limitation, breach by the Regional Network of the provisions of Section 4 would constitute a material breach.

3. LIMITATIONS ON USE OF THE LICENSED WORKS

- 3.1. It is expressly agreed that The Regional Network (and Licensees and Authorized Users as further specified in the OUP/Subscription Terms and OUP/Perpetual Access Terms) may not:
 - 3.1.1. Make electronic copies of the Licensed Works, except to load the original files onto the Secure Network when self-hosting, and except to the limited extent permitted by Section 2.2.2 above;
 - 3.1.2. Remove or alter the names of the authors and editors of, and contributors to, the Licensed Works, or OUP, Inc.'s copyright notices or other means of identification or disclaimers as they appear in the Licensed Works;
 - 3.1.3. Systematically make printed or electronic copies of multiple extracts of the Licensed Works for any purpose;
 - 3.1.4. Display or distribute any part of the Licensed Works on any electronic network, including, without limitation, the Internet and the World Wide Web, other than a Secure Network;
 - 3.1.5. Permit anyone other than Authorized Users to access or use the Licensed Works;
 - 3.1.6. Use all or any part of the Licensed Works for any Commercial Use;
 - 3.1.7. Publish, distribute, or make available works based upon the Licensed Works, or works which combine the Licensed Works with any other material; or
 - 3.1.8. Alter, abridge, adapt, or modify Licensed Works, except to the extent necessary to make them perceptible on a computer screen to Authorized Users.

- 3.2. Nothing in this Agreement shall limit the rights of the Regional Network, a Licensee or an Authorized User to make a Fair Use of the Licensed Works.
- 3.3. If OUP, Inc. is hosting or facilitating the hosting of the Licensed Works, OUP, Inc. reserves the right to withdraw access to the Licensed Works in the event of the detection of a page download rate in excess of the automatic abuse detection system in effect for the relevant Licensed Work. (In such event, upon receipt and preliminary review of details from the automated system including, as relevant, the actual download rate detected, OUP, Inc.'s and/or the Regional Network's customer service will contact the Licensee to investigate. Member's access will be restored only when the matter has been satisfactorily resolved.)

4. FEES AND PAYMENT

- 4.1. In full consideration of the rights granted by OUP, Inc. under this Agreement and for OUP, Inc.'s performance of its obligations under this Agreement, the Regional Network will pay to OUP, Inc. the fees due and owing from the Licensees for the purchase and hosting of the Licensed Works pursuant to the terms of Exhibit A and any applicable sales, use, excise, or similar taxes.
- 4.2. Except as otherwise provided in this paragraph, the OUP/Subscription Terms shall provide for Subscription Periods of one year's duration, beginning on July 1st and ending June 30th (in any subsequent year of the Term) and extending for one year thereafter; and the OUP/Perpetual Access Terms shall provide for Hosting Periods of one year's duration, beginning on the date the Perpetual Access Licensee's access to the Perpetual Access Products is initially activated and continuing for successive one-year periods thereafter unless and until the Licensee elects to self-host pursuant to the OUP/Perpetual Access Terms. Except as provided in Sections 11.4, the Regional Network shall not enter into a Licensee Agreement with any Member with a term nor any OUP/Subscription Terms nor OUP/Perpetual Access Terms with Subscription Periods or Hosting Periods extending beyond the end of the Term hereof, unless approved in writing in advance by OUP, Inc. For new subscriptions, the subscription must begin the 1st of a month following the Licensee's entry into the OUP/Subscription Terms and, if the Activation Date is a date other than July 1st ("add-on Licensees"), the annual subscription fee shall be prorated for the initial year of the Subscription Period according to the following formula: X divided by 12 multiplied by the annual subscription fee for that Licensee, where "X" stands for the number of months between the Activation Date and the following subscription period.
- 4.3. Except with respect to Perpetual Access Product Licensees and with respect to add-on Licensees of Subscription Products, as provided for below in this sub-paragraph, during the Term, OUP, Inc. will invoice the Regional Network annually in or about May and June preceding the following July 1-June 30 period. During the Term OUP, Inc. also will invoice the Regional Network promptly following receipt from the Regional Network of any add-on Licensees' OUP/Subscription Terms and any OUP/Perpetual Access Terms (and annually thereafter with respect to any Perpetual Access Product Licensed Works hosted by OUP, Inc.). Such invoices will be issued in accordance with the price list and discount schedule set forth in Exhibit A to this Agreement (as modified with respect to add-on Licensees according to paragraph 4.2 above and as may be amended during the Term according to sub-paragraph 4.9 below). The Regional Network will remit payment within sixty (60) days of invoice date.
- 4.4. The Regional Network shall be free to establish the price it charges Licensees for access to the Licensed Works and may also establish and charge Licensees a commission for its services; provided, however that, regardless of the price and commission the Regional Network actually charges or receives Licensees, it shall remit payment to OUP, Inc. in accordance with Exhibit A.
- 4.5. The Regional Network may offer each potential Licensee the one-time option of obtaining pre-license free trial access to the Licensed Works for a period of thirty (30) days. The Regional Network shall not be required to pay OUP, Inc. any fee associated with such free trial offers, provided, however, that, for the purpose of protecting the OUP Intellectual Property (as hereinafter defined), the Member shall be required to assent to the terms of an online license agreement governing such free trial access that

protects the OUP Intellectual Property and Licensed Works by terms no less restrictive than as provided herein with respect to Licensee's paid access to and use of the Licensed Works.

- 4.6. OUP, Inc., or its duly authorized representatives, shall have the right, upon reasonable notice during regular business hours, to examine the books and records of the Regional Network insofar as they relate to this Agreement, the identity of the Licensees and the number of their Authorized Users, and the fees owed to OUP, Inc. hereunder.
- 4.7. In the event that the Regional Network fails to timely pay OUP, Inc. the fees due with respect to any Licensee as provided hereunder, OUP, Inc. shall deliver to the Regional Network and the Licensee written notice of such delinquency. Except to the extent, if any, that such remedies and charges may be limited or prohibited by the laws or regulations governing contracts with the Regional Network. If the delinquency is not cured within thirty (30) calendar days of the date of the notice, OUP, Inc. may, in addition to any remedies available to it in connection with Section 11.3 and without further notice, terminate the access of that Licensee and its Authorized Users to the Licensed Works without thereby incurring any liability to the Regional Network, the Licensee, or its Authorized Users pending such payment (and the Regional Network would then be liable to pay OUP, Inc. immediately for the pro rata portion of the fees due for the relevant period, e.g. if the Licensee had two (2) months of access to a Subscription Product prior to termination of access, the Regional Network would thereupon owe OUP, Inc. 2/12 of the fees for such Subscription Period); and
- 4.8. Without waiving or limiting the above-referenced rights and remedies, OUP, Inc. may charge interest at the rate of one and one-half (1-1/2) percent per month on any Annual Fees or other amounts owed by the Regional Network that are not paid by it within thirty (30) days after receiving OUP, Inc.'s invoice therefore.
- 4.9. The price list and discount schedule for the Regional Network will be determined by OUP, Inc. in its sole discretion, and OUP, Inc. may, in its sole discretion, increase the Annual Fees a maximum of one time during each twelve (12) month period during the Term; provided, however, that OUP, Inc. shall give the Regional Network notice of any such increase by email or other writing on or about March 15th prior to the next July 1-June 30 period; and provided further that any such increase shall not exceed (a) twenty (20) percent of the Annual Fees then in effect, plus (b) amounts attributable to increases in charges or expenses (and any new charges or expenses) payable by OUP, Inc. to third parties for products or services related to carrying out its duties under this Agreement ("Third Party Vendor Increases"). Upon request, OUP, Inc. shall provide to the Regional Network reasonable documentation of such Third Party Vendor Increases.

5. RESPONSIBILITIES OF OUP, INC.

5.1. OUP, Inc. shall, during the Term:

- 5.1.1. Use reasonable efforts to make the Licensed Works available via the Server to the Regional Network, to Licensees throughout Subscription Periods and Hosting Periods (as relevant), and to potential Licensees receiving free trial service (in accordance with Section 4.5). Such access shall be managed and controlled by IP addresses, passwords, and other Authentication technology employed by OUP, Inc.;
- 5.1.2. Use reasonable efforts to ensure that the Server has sufficient capacity and rate of connectivity to provide the Regional Network, Licensees, and Authorized Users with a quality of service comparable to current standards in the online information provision industry in the U.S.;
- 5.1.3. Use reasonable efforts to make the Licensed Works available to the Regional Network, Licensees and Authorized Users according to the uptime provisions delineated in Exhibit D to this Agreement, and use reasonable efforts to provide reasonable advance notice of any anticipated interruption in access to the Licensed Works for scheduled maintenance, installation or testing of software, or the loading of any works added to the Licensed Works;
- 5.1.4. Provide the Regional Network with information about the Licensed Works reasonably necessary for the Regional Network to carry out its duties under this Agreement;

- 5.1.5. Confer from time to time with the Regional Network as reasonably necessary in order to develop and carry out a mutually agreeable implementation plan setting forth in detail the procedures for enrolling Licensees and facilitating their access to the Licensed Works;
- 5.1.6. Invoice and collect the Monthly Fees from the Regional Network;
- 5.1.7. To extent reasonably practicable, adhere to the technical standards embodied in the following International Coalition of Library Consortia Guidelines: "Guidelines for Technical Issues in Request for Proposal Requirements and Contract Negotiations" (January 1999) and "Guidelines for Statistical Measures of Usage of Web-based Indexed, Abstracted, and Full Text Resources" (November 1998);
- 5.1.8. Provide each Licensee aggregated statistical usage reports setting forth the data identified in Exhibit E concerning the use of the Licensed Works by that Licensee's Authorized Users; provided that this Section shall not be construed as requiring OUP, Inc. to collect or to disclose any information: in abrogation of the privacy policies or other terms with respect to a specific Licensed Work, or concerning the identities of Authorized Users or the searches conducted by them;
- 5.1.9. Provide to the Regional Network and its Licensees the most up-to-date versions, revisions, and new editions (collectively "Revisions") of the Licensed Works that are made available by OUP, Inc. in a format that may be accessed by means of the World Wide Web (hereinafter "Digital Form"), together with supporting documentation therefor; provided, however, that this sub-Section shall not be deemed to require OUP, Inc. to revise, update, or create new editions any of the Licensed Works at any time during the Term or to convert into Digital Form any print Revisions of the Licensed Works;
- 5.1.10. Jointly develop with the Regional Network advertising and promotional copy ("Promotional Materials") that one or both parties may use, at its discretion, in any newsletter, direct mailing, World Wide Web site, Internet communication, or other medium in order to encourage the licensing of the Licensed Works by potential Licensees, it being agreed that the parties hereto will share with one another electronic text or camera-ready versions of such mutually agreed Promotional Materials, which either may overprint or identify with its own name and address.
- 5.1.11. Refrain from making any claims to Members, Licensees, potential Licensees or Authorized Users concerning the features or capabilities of the Licensed Works that are not substantially true or which the Licensed Works cannot be made to effectuate in normal usage; and
- 5.1.12. Provide and maintain online help files and other appropriate online user documentation for the Licensed Works for use by the Regional Network and its Licensees and, for support issues that cannot be resolved between the Licensee and the Regional Network, OUP, Inc. will offer reasonable levels of ongoing support to assist Licensees and Authorized Users in use of the Licensed Works.

6. RESPONSIBILITIES AND COVENANTS OF THE REGIONAL NETWORK

- 6.1. Throughout the Term, the Regional Network shall use reasonable commercial efforts to market and promote the Licensed Works to its Members (subject to the terms of the License Agreement with Oxford University Press attached hereto as Exhibit B), including but not limited to the following:
 - 6.1.1. Participating in the joint development of the Promotional Materials referred to in Section 5.1.10.
 - 6.1.2. Providing personnel with experience in marketing and promotional efforts on behalf of works by other publishers similar to the Licensed Works who will carry out the marketing and promotion of the Licensed Works;
 - 6.1.3. Regularly marketing promoting the Licensed Works via the Promotional Materials by means of the media and other vehicles that the Regional Network uses to communicate with its potential Licensees, such as newsletters, websites, periodic mailings, and/or promotional displays at membership meetings;
 - 6.1.4. Submitting semi-annual reports to OUP, Inc., on or about July 1 and January 1 each year of the Term, detailing all marketing and promotional efforts for licenses of the

Subscription Product and Perpetual Access Product Licensed Works to take place during the following six months;

- 6.1.5. Distributing copies of Regional Network/Licensee Agreements and attached OUP/Subscription Terms and OUP/Perpetual Access Terms in the forms annexed hereto to all Members that express an interest in becoming Licensees; inform any such Member that express a desire to revise any provisions thereof that, in such event, they may not license the Licensed Products via the Regional Network should instead do so directly with OUP, Inc. at the rates and on the terms and conditions available to non-Members; and return signed copies of any executed Regional Network/Licensee Agreements (including attachments) to OUP, Inc.;
 - 6.1.6. Entering into Regional Network/Licensee Agreements in the form annexed hereto as Exhibit B (incorporating the OUP/Subscription Terms and OUP/Perpetual Access Terms in the forms annexed as Exhibits C and D) with Members that are agreeable to becoming Licensees on the terms and conditions set forth therein and delivering to OUP, Inc. a copy of each such fully executed Regional Network/Licensee Agreement (including exhibits);
 - 6.1.7. Collecting and promptly delivering to OUP, Inc. in electronic format and at least fourteen (14) days in advance of each Licensee's Activation Date all demographic and identifying information relating to that Licensee and its Authorized Users called for by the Subscription Order Form annexed hereto as Exhibit F so that OUP, Inc. may timely initialize the Licensee's access to the Licensed Works;
 - 6.1.8. Providing such customer support services to potential Licensees and Licensees with regard to the Licensed Works that it customarily provides in connection with online or web-based products and services provided to its Members, which shall include, to the extent reasonably practicable, but not be limited to: (i) answering, during the Regional Network's regular business hours on all business days throughout the Term, any inquiries from Licensees and potential Licensees concerning the Licensed Works (including inquires by telephone and email), and (ii) attempting to resolve all questions concerning the Licensed Works directed to it by its Licensees and potential Licensees;
 - 6.1.9. Being prepared to answer inquiries from Licensees and potential Licensees concerning the Licensed Works, such as pricing, effective use, billing, IP authentication, and basic troubleshooting of problems associated with access to the Server; provided that if, after making all reasonable efforts to resolve a customer service inquiry from a Licensee or potential Licensee, the Regional Network concludes that special assistance of OUP, Inc. is needed to resolve that inquiry, the Regional Network may contact OUP, Inc. for support or refer the Licensee or potential Licensee to OUP, Inc. for such support;
 - 6.1.10. Billing, invoicing, and collecting all fees due from Licensees in accordance with the customary practice of the Regional Network and the terms hereof;
 - 6.1.11. Cooperating fully with OUP, Inc. in facilitating the access of the Licensees and their Authorized Users to the Licensed Works;
 - 6.1.12. Cooperating fully with OUP, Inc. in the enforcement of the OUP/Subscription Terms and OUP/Perpetual Access Terms and use reasonable efforts to ensure that the Licensees adhere to those terms; and
 - 6.1.13. Refraining from making any claims to potential Licensees, Licensees, or Authorized Users during the Term, other than claims made or authorized by OUP, Inc., concerning the features or capabilities of the Licensed Works.
- 6.2. The Regional Network shall confer with OUP, Inc. as needed from time to time throughout the Term in order to develop and carry out a mutually agreeable implementation plan setting forth in detail the procedures for enrolling Licensees and facilitating their access to the Licensed Works.
- 6.3. OUP, Inc. acknowledges that the Regional Network shall have no responsibility for the editorial content of the Licensed Works or the conversion of the Licensed Works into Digital Form.
- 6.4. When necessary according to state law or other law or regulation, the collection and remittance of all sales, use or service taxes is the responsibility of the Regional Network.

- 6.5. The Regional Network further agrees during the Term to notify OUP, Inc. of any changes to the access control records in respect of the Licensees for whom OUP, Inc. is providing hosting services.
- 6.6. The Regional Network agrees to notify OUP, Inc. as soon as practicable if it becomes aware of any loss, theft or unauthorized use of any Licensee's passwords (if any) or other access controls relating to the Licensed Works or any breach by an Authorized User of the terms of its sub-license and agrees to cooperate with OUP, Inc. to correct such practices; and acknowledges that, in such circumstances, OUP, Inc. will have the right to terminate access to the Licensed Works, and/or require that, as applicable, the relevant Licensee terminates access of the persons making such unauthorized use of the Licensed Works.
- 6.7. Any failure by the Regional Network to fulfill the obligations in this Section above will be considered a material breach of this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. The Regional Network acknowledges that OUP, Inc. does not own the copyright with respect to certain of the Licensed Works or portions thereof and that OUP, Inc. has licensed or otherwise obtained the right to publish or distribute such Licensed Works or parts thereof from third parties ("Third Party Suppliers"). As between OUP, Inc., on the one hand, and the Regional Network and the Licensees, on the other, the Regional Network acknowledges that the copyright and other intellectual property rights in the Licensed Works and any related documentation are owned or controlled by OUP, Inc. or the Third Party Supplier thereof, and no transfer of copyright or any other right, title or interest therein is made by this License, except for the right to access and use the Licensed Works in accordance with the terms and conditions of this Agreement.
- 7.2. The Regional Network will notify OUP, Inc. promptly if it becomes aware of any claim by any third party that the Licensed Works infringe an intellectual property or other right of any third party.
- 7.3. The Regional Network acknowledges and agrees that a Third Party Supplier may provide additional terms and conditions affecting the Regional Network's and the Licensees' respective uses of the Licensed Works, which will be appended to this Agreement. Such terms and conditions will prevail and control use of the relevant Licensed Works over any conflicting terms contained herein. The Regional Network agrees that, to the extent that the copyright in any Licensed Work or part thereof is owned by a Third Party Suppliers, copyright in such material may be enforced by such Third Party Suppliers.
- 7.4. The Regional Network shall submit to OUP, Inc. copies of all advertising and promotional materials regarding the Licensed Works for OUP, Inc.'s approval prior to the publication or dissemination thereof, such approval not to be unreasonably withheld, delayed or conditioned.
- 7.5. If either party delivers information (a "Disclosing Party") to the other (the "Recipient") which is identified confidential by appropriate written notice to that effect at the time of delivery ("Confidential Information"), the Recipient shall hold such Confidential Information in confidence and shall not reveal or publish it to any third party, except as necessary for the performance of this Agreement or as otherwise authorized in writing by the Disclosing Party. This restriction on disclosure of Confidential Information shall not apply to (i) Confidential Information which enters the public domain through no action or omission by the Recipient, (ii) Confidential Information which is made available to the Recipient by a third party which has the right to disclose such information, or (iii) information independently developed by the Recipient without any use of or reference to the Confidential Information. Each party shall use reasonable precautions to prevent the disclosure or misuse of Confidential Information, including but not limited to restricting access to Confidential Information to persons having a "need to know" such Confidential Information in connection with their jobs, restricting the duplication of written, printed, magnetically or optically recorded materials, and using conspicuous labeling to mark any Confidential Information as "CONFIDENTIAL". Notwithstanding the foregoing,

the Recipient may request that the Disclosing Party set forth the reasons for the materials being designated as Confidential Information, in accordance with the laws of the State or Commonwealth in which the Regional Network or OUP, Inc. resides. Acceptance of the claimed material does not constitute a determination on the confidentiality of the material, which determination will be made in accordance with applicable law.

7.6. The Regional Network and OUP, Inc. shall notify each other promptly of the facts and circumstances surrounding any unauthorized possession or use of the Licensed Works, Confidential Information, or OUP Intellectual Property, or any portion thereof, by anyone other than persons authorized or contemplated by this Agreement to possess or use such materials.

7.7. The provisions of this Section 7.1 and 7.5 will survive the termination of this Agreement for any reason.

8. WITHDRAWAL OF MATERIAL

8.1. OUP, Inc. reserves the right at any time to (i) withdraw from the Licensed Works any item or part of an item that OUP, Inc. no longer retains the right to publish; or (ii) withdraw from the Licensed Works, or cease providing online hosting services hereunder for any Licensed Work or part thereof, any material that OUP, Inc. determines may be defamatory, obscene, unlawful, a violation of copyright or otherwise objectionable. OUP, Inc. may at any time (without prejudice to its other rights or remedies) suspend the provision of some or all of the Licensed Works obtained by OUP, Inc. from any Third Party Supplier, upon request of such Third Party Supplier or immediately upon termination of OUP, Inc.'s agreement with such Third Party Supplier. With respect to any such item(s) or part(s) thereof for which OUP, Inc. determines not to provide hosting services pursuant to the foregoing, OUP, Inc. will, to the extent permitted under applicable law and any agreements to which OUP, Inc. is a party, provide the Licensees with an electronic copy of any such item(s) or part(s) thereof in XML format for use by the Licensees on their respective self-hosted Secure Networks in accordance with and subject to all of the conditions and restrictions set forth in this Agreement. For the avoidance of doubt, OUP, Inc. will not be obligated to provide the Regional Network or any Licensee with any Licensed Work or part(s) thereof that OUP, Inc. no longer has the right to publish, license or otherwise distribute.

9. REPRESENTATIONS, WARRANTIES AND INDEMNITIES; FORCE MAJEURE

9.1. OUP, Inc. represents and warrants that it has the power to enter into this Agreement and to grant the rights conferred herein to the Regional Network and the Licensees and that the Licensed Works do not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary right or contract right of any third party. Except as provided in the foregoing sentence, OUP, Inc. gives no warranty, express or implied, regarding any information or materials contained in or produced by the Licensed Works, nor regarding the accuracy, completeness or reliability of the Licensed Works. OUP, INC. PROVIDES THE LICENSED WORKS ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND EXCEPT AS EXPRESSLY PROVIDED ABOVE. EXCEPT TO THE EXTENT, IF ANY, THAT AGREEMENT TO THE FOLLOWING IS PROHIBITED BY THE LAWS OR REGULATIONS GOVERNING CONTRACTS WITH AN ENTITY SUCH AS THE REGIONAL NETWORK, OUP, INC. DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES THAT THE MATERIAL IN THE LICENSED WORKS IS COMPLETE OR ACCURATE AND IN NO EVENT WILL OUP, INC. BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE LICENSED WORKS OR FOR THE LOSS OR DAMAGE OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OF GOODWILL OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE LICENSED WORKS, INCLUDING WITHOUT LIMITATION: LOSSES ARISING FROM ANY ERRORS, OMISSIONS OR OTHER INACCURACIES IN, OR CORRUPTION CAUSED BY, THE LICENSED WORKS, WHETHER BY TRANSMISSION PROCESSING OR OTHERWISE; OR CLAIMS FOR LOST PROFITS, LOST DATA, OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL OUP, INC.'S LIABILITY HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, STRICT

LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID HEREUNDER FOR THE LICENSE OF THE LICENSED WORKS.

- 9.2. The signatory for the Regional Network of this Agreement represents and warrants to OUP, Inc. that s/he has the power and authority to execute this Agreement on behalf of the Regional Network indicated, which Regional Network agrees to be bound by all terms contained herein. Notwithstanding the limitations of Section 9.1, except to the extent, if any, that agreement to the following is prohibited by the laws or regulations governing contracts with an entity such as the Regional Network: the Regional Network will defend, indemnify and hold OUP, Inc. harmless from and against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) arising from: (a) any unauthorized use or dissemination of the Licensed Works by the Regional Network, any Licensee(s) or Authorized User(s); and (ii) any violation of this Agreement or of any third party's rights by the Regional Network, any Licensee(s) or Authorized User(s), including but not limited to infringement of any copyright or other proprietary right or invasion of any privacy rights.
- 9.3. The obligations in Sections 9.1 and 9.2 will survive the termination of this Agreement.
- 9.4. Neither party will be responsible to the other for any failure to perform any obligation under this Agreement caused by an Act of God, war, riot, embargo, acts of civil or military authority, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane or other cause outside the control of the party that could not be avoided by the exercise of due care (a "force majeure event"). In the event of any delay in performance arising out of a force majeure event, the delayed party's obligations will be extended accordingly, provided that the parties will at all times use reasonable efforts to perform their respective obligations under this Agreement in a timely manner, taking account of such circumstances.

10. PRIVACY POLICIES

OUP, Inc. will adhere to the privacy policies posted on the websites for each of the Licensed Works. Without limiting the foregoing, it is acknowledged that OUP, Inc. may use the personal data the Regional Network and/or the Licensees provide online to send the Licensees information about offers that OUP, Inc. feels may be of interest to the Licensees and OUP, Inc. may provide aggregated data about use of the Licensed Works to other persons.

11. TERM OF THE AGREEMENT, TERMINATION, AND OPPORTUNITY TO CURE

- 11.1. This Agreement shall commence on the Effective Date, and shall remain in full force and effect for three years thereafter, unless earlier terminated as provided for in Sections 11.2 or 11.3.
- 11.2. After the second anniversary of the Effective Date, either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party.
- 11.3. In the event that a party commits a material breach of this Agreement and such material breach continues unremedied for thirty (30) days after written notice thereof from the non-breaching party, the non-breaching party may, at its election, terminate this Agreement and/or exercise all rights and remedies which may be available to it in law or equity.
- 11.4. In the event of the termination of this Agreement in connection with Section 11.2 or 11.3, any Hosting Period and/or Subscription Period then in force shall be allowed to run to its conclusion, even if the ending date of the Hosting Period or Subscription Period extends beyond the termination date of this Agreement, subject to OUP, Inc.'s right to notify Perpetual Access Licensees that it no longer wishes to continue hosting the Perpetual Access Products, as provided in Exhibit E hereto); provided, however, that no Hosting Period or Subscription Period may begin after the termination date of this Agreement.
- 11.5. On the date when this Agreement terminates, each party shall pay any true and correct amounts owed to the other

11.6. Upon termination of this Agreement, the Regional Network agrees to continue to adhere to the provisions of this Agreement relating to any OUP Intellectual Property in its possession or control and shall promptly return such OUP Intellectual Property to OUP, Inc. and certify in writing that it has done so.

12. GENERAL

- 12.1. Except to the extent, if any, that agreement to the following is prohibited by the laws or regulations governing contracts with an entity such as the Regional Network (including but not limited to any law or regulation governing contracts with public libraries or state or local government-supported educational institutions): this Agreement will be interpreted and construed according to, and governed by, the laws of the State of New York without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York; and the Regional Network irrevocably agrees that any dispute arising out of or in connection with this Agreement will be subject to and exclusively within the jurisdiction of the United States District Court for the Southern District of New York or the Supreme Court of the State of New York for New York County.
- 12.2. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement may be amended by: (i) OUP, Inc., in its sole discretion, provided that OUP, Inc. will use good faith efforts to give the Regional Network thirty (30) days' prior written notice of any such proposed amendment and the Regional Network will have the option to terminate this Agreement by delivery to OUP, Inc. of a written notice of the Regional Network's election to terminate this Agreement received by OUP, Inc. within such thirty- (30-) day period; or (ii) a writing executed by both parties. Notice of any proposed amendments to this Agreement may be delivered to the Regional Network by OUP, Inc. electronically through OUP, Inc.'s online customer support account management system.
- 12.3. This Agreement may not be assigned by the Regional Network without the prior written consent of OUP, Inc. OUP, Inc. may freely assign this Agreement to an affiliate, a successor to its business or a transferee of OUP, Inc.'s right to publish and distribute the Licensed Works. The rights and obligations of this Agreement will bind and benefit any successors and permitted assigns of the parties. Any attempted assignment in violation of this Section will be null and void and of no force or effect.
- 12.4. Any notice or other communication required by this Agreement will be in writing addressed to the individuals named at the signature page of this Agreement at the addresses shown for the respective parties at the first page of this Agreement (or such other person and/or address as the relevant party may from time to time designate by notice pursuant to this Section). Any such notice will be deemed to have been duly given on the day of service if served personally; three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid; or two days after mailing if mailed by commercial overnight courier.
- 12.5. If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, the provision will be deemed omitted to the extent that it is invalid, illegal, or unenforceable. In such a case, the remainder of the Agreement will be construed in a manner as to give greatest effect to the original intention of the parties hereto.
- 12.6. The waiver of failure of either party to exercise in any respect any right provided in this Agreement in any instance will not be deemed to be a waiver of such right in the future or a waiver of any other right under this Agreement.
- 12.7. The relationship of the parties hereto will be that of independent contractors. Nothing herein will be construed to create any partnership, joint venture, or similar relationship or to subject the parties to any implied duties or obligations respecting the conduct of their affairs, which are not expressly stated herein. Neither party will have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party, or to bind the

other party in any matter whatsoever. As between the parties hereto, each party is solely responsible for its respective financial obligations associated with its business. Except as specifically provided in this Agreement (including but not limited to Sections 4.1 and Exhibits C, D and E referred to above), (a) all sales and other agreements between the Regional Network, potential Licensees and Licensees are exclusively the Regional Network's responsibility and shall have no effect on the Regional Network's obligations under this Agreement, and (b) except as expressly provided in section 4.6, all sales and other agreements between OUP, Inc. and its customers shall have no effect on OUP, Inc.'s obligations under this Agreement.

Agreed and Accepted:

AMIGOS LIBRARY SERVICES
Printed Name of Regional Network

By: [Signature]
Signature of Authorized Representative

CHARLES CASON III
Printed Name of Authorized Representative

5-22-09
Date

Agreed and Accepted:

Oxford University Press, Inc.

By: [Signature]
Signature of Authorized Representative

Rebecca Seger
Printed Name of Authorized Representative

6-16-09
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS

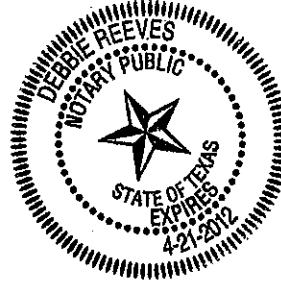
COUNTY OF DALLAS

On the 11th day of May in the year 2009, before me personally appeared:
Charles Cason III, known to me to be the person who executed the foregoing instrument
who, being duly sworn by me did depose and say that he/she resides at 3705 Starlight Trail,
Town of Plano, County of Collin,
State of Texas; and further that:

He/she is the Director Business & Accounting of Amigos Library Services, Inc., the corporation described in
said instrument; that, by authority of the governing body of said corporation, he/she is authorized to execute the
foregoing instrument on behalf of the corporation for purposes set forth therein, and that, pursuant to that authority,
he/she executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said
corporation.



Notary Public
6/17/09



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