
(LICENSEE)

**LICENSE AGREEMENT FOR ACCESS TO ACCESSIBLE
ARCHIVES ELECTRONIC RESOURCES**

This License Agreement (this "Agreement") is made effective as of _____ (the "Effective Date") between Accessible Archives, a limited liability company organized under the laws of the state of Pennsylvania ("Licensor") and _____, ("Licensee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. CONTENT OF LICENSED MATERIALS; GRANT OF LICENSE

The materials that are the subject of this Agreement shall consist of electronic information published or otherwise made available by Licensor as described in Appendix A attached hereto (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 Licensor and/or its suppliers. Neither Licensee nor its Authorized Users shall have any right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

Licensor hereby grants to Licensee non-exclusive and non-transferable use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement.

II. FEES

Licensee shall make payment to Licensor for use of the Licensed Materials pursuant to the terms set forth in Appendix B, attached hereto.

Licensor shall notify Licensee within ninety (90) days of any increase in fee for any licensed material covered by this Agreement. The notification shall include when fee payments are due.

III. 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 its member institutions, regardless of the physical location of such persons. Such use shall

be on the terms and conditions set forth in this agreement. Access to the database shall be controlled by Licensor through the use of IP addresses (listed In Appendix C) and/or passwords.

Walk-ins. Patrons not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins").

Authorized Uses. Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Nothing in this Agreement shall be interpreted to limit in any way whatsoever Licensee's or any Authorized User's rights under the Fair Use provisions of United States or international law to use the Licensed Materials.

The Licensed Materials may be used for purposes of teaching, research, scholarship or other non-commercial use as follows:

Display. Licensee and Authorized Users shall have the right to electronically display the Licensed Materials.

Digitally Copy. Licensee and Authorized Users may download small extracts only of the Licensed Materials.

Print Copy. Licensee and Authorized Users may print extracts of a reasonable portion of the Licensed Materials for the purposes of study and research, inclusion in essays and papers, and inclusion in materials for course work.

Photocopy. Licensee and Authorized Users may photocopy printed extracts for course work.

Recover Copying Costs. Licensee may charge a reasonable fee to cover costs of copying or printing portions of Licensed Materials for Authorized Users.

Authorized Users will be allowed to use any of the Licensor's data including text, images, diagrams, or any other materials in their presentations, poster, publications, etc.; with the requirement that such use would be for internal and academic purposes during the License term. Materials generated under the License by Users may be used after the termination of the License for their own academic purposes but may not be distributed to any commercial entity without prior written approval by Licensor.

IV. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS

Licensee and it's Users shall not use the Lincensed Materials for any purpose other than the purposes specifically permitted by this Agreement.

Unauthorized Use. 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 Licensor.

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, lease, assignment, loan, gift, or otherwise of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form; make any significant portion of the Licensed Materials available to anyone other than Users in machine-readable form.

Download or copy. Licensee and its Users shall not download or copy all or any material portion of the Licensed Material to any media whatsoever, except small extracts for teaching, research, and scholarship.

Licensor has a copyright on the Licensed Material. Licensor owns the Licensed Material and neither Licensee nor Users obtain any right, title, or interest in the Licensed Materials except as expressly set forth in this Agreement.

When Licensed Content is used or referenced in any publication, essay, paper, or materials for course work, Licensor must receive appropriate attribution in accordance with the prevailing scholarly standards.

V. LICENSOR PERFORMANCE OBLIGATIONS

Availability of Licensed Materials. Within two (2) weeks of the Effective Date of this Agreement, Licensor shall make the Licensed Materials available to Licensee and Authorized Users. The Database will be stored at one or more locations in digital form accessible by telecommunications links between such locations and Licensee's or Authorized Users' workstations.

Documentation. Licensor will provide and maintain help files and other appropriate user documentation.

Support. Licensor will offer activation or installation support, including assisting with the implementation of any Licensor software. Licensor will offer reasonable levels of continuing support to assist Licensee in use of the Licensed Materials. Licensor will make its personnel available by email, phone or fax for feedback, problem-solving, or general questions.

Quality of Service. Licensor shall use reasonable efforts to ensure that the Licensor'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 scholarly information provision industry in the Licensee's locale.

Usage Data. Licensor shall provide to Licensee statistics regarding the usage of the Licensed Materials by Licensee and/or its Authorized Users in conformance with the Codes of Practice for Project COUNTER located at:
http://www.projectcounter.org/code_practice.html

VI. 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 implement reasonable procedures to restrict access to the Licensed Materials to Authorized Users. If Licensee makes use of a proxy server to provide access to the Database, it is understood that use of such proxy server shall be in accordance with the definition of "Authorized Users" in Section III of this agreement.

Maintaining Confidentiality of Access Passwords. Licensee shall maintain the confidentiality of any institutional passwords provided by Licensor.

The Licensee is responsible for establishing and maintaining hardware and Internet access to provide access to, and to transmit, the Database to Authorized Users.

VII. MUTUAL PERFORMANCE OBLIGATIONS

Cure Activities. In the event of any unauthorized use of the Licensed Materials by an Authorized User, Licensee shall cooperate with Licensor in the investigation of any unauthorized use of the Licensed Materials of which it is made aware and shall use reasonable efforts to remedy such unauthorized use and prevent its recurrence. Licensor may terminate such Authorized User's access to the Licensed Materials after first providing reasonable notice to Licensee (in no event less than two (2) weeks) and cooperating with the Licensee to avoid recurrence of any unauthorized use.

Confidentiality of User Data. Licensor agrees to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Licensee agrees to maintain the confidentiality of any data relating to the usage of the Licensed Materials by individual 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.

Licensor shall indemnify and hold licensee harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by a third party of an alleged infringement of copyright arising out of the use of the Licensed Materials by Licensee or any Authorized User. No Limitation of liability set forth elsewhere in this agreement is applicable to this indemnification.

Should Licensee wish to invoke the indemnity, Licensee must promptly notify Licensor of any such claims. Licensor shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the Licensor may reasonably request and have the right to participate in the defense at its own expense, subject to following all reasonable instructions of Licensor.

Annual Subscribers Only:

VIII. TERM

This Agreement shall continue in effect for one (1) year- commencing on the Effective Date.

IX. RENEWAL

This agreement shall be renewable at the end of the current and future terms for up to five successive terms under the same terms and conditions herein unless Licensee gives written notice of its intention not to renew thirty (30) days before expiration of the current term.

_____ Licensee Initials

_____ Licensor Initials

X. EARLY TERMINATION

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor 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 thirty (30) 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 thirty (30) day period, 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 and all licenses granted hereunder 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, Licensor shall not have any obligation to refund any monies to Licensee.

Termination of this Agreement (however arising) shall be without prejudice to the rights of either party against the other arising or accrued prior to the date of termination and without prejudice to the rights of either party against the other under sections of this Agreement that shall survive termination.

Permanent Access Only

XI. PERPETUAL LICENSE

Licensor hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. Except in the case of termination for cause, Licensor shall provide the Licensee with access to the Licensed Materials in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

Upon termination of this Agreement at Licensee's behest, Licensor shall provide Licensee with an archival copy of the database at a minimal cost. If Licensor terminates the agreement in the event Licensee fails to perform its obligations, Licensor will not be required to provide an archival copy of the database to the Licensee.

Licensee has perpetual and irrevocable access rights for all titles purchased.

At Licensee's request, licensor will provide a digital copy of purchased files, for storage in a Digital Repository, and which Licensee may copy as reasonably necessary to preserve, maintain, update, manage or keep technologically current the contents in the Digital Repository. Licensee will be lawful owner of the digital copy.

Licensee has the right to perform various indexing, searching, and data mining processes on the digital copy, including provision of graphic interfaces to the texts based on such processes. All such processes are solely for the teaching, learning, and research purposes at Licensee's institution for Authorized Users only.

To the extent Licensor no longer provides access to the contents purchased, Licensee may permit its authorized users access to its digital copy and allow them to make uses permitted under this agreement.

_____ Licensee initials

_____ Licensor initials

XII. WARRANTIES

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor 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 Licensor 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. **NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.**

XIII. 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.

Licensor 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 Licensor 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. Licensor 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. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

XIV. 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.

XV. 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. In the event Licensee issues a purchase order or other document, Licensee agrees that the document shall be for its internal purposes only and shall in no way modify or affect any of the terms or conditions of this Agreement.

XVI. AMENDMENT

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

XVII. 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.

XVIII. 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.

This Agreement shall be governed by, and construed and interpreted in accordance with the laws of Pennsylvania.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR:

BY: _____
Signature of Authorized Signatory of Licensor

DATE: _____

Print Name:

Title:

Address:

Telephone:

Facsimile:

E-mail:

LICENSEE :

BY: _____
Signature of Authorized Signatory of Licensee

DATE: _____

Print Name:

Title:

Address:

Telephone:

Facsimile:

E-mail:

Appendix A: Description of Licensed Materials

Accessible Archives has provided a mandatory update to the original license for the addition of images. This mandatory update will become part of the original license fee. Accessible Archives does not anticipate any further upgrades to the base license going forward.

Initial those subscribing to in this license

_____ Godey's Lady's Book

_____ Part I

_____ Part II

_____ Part III

_____ Part IV

_____ Part V

_____ Part VI

_____ Part VII

_____ The Liberator:

_____ Part I January, 1831 – December, 1835

_____ Part II January, 1835 – December, 1840

_____ Part III January, 1841 – December, 1845

_____ Part IV January, 1846 – December, 1850

_____ Part V January, 1851 – December, 1855

_____ Part VI January, 1856 – December, 1860

_____ Part VII January, 1861 – December, 1865

_____ The Pennsylvania Gazette:

_____ Folio I - (1728 - 1750) "Benjamin Franklin's Newspaper"

_____ Folio II - (1751 - 1765) "The French & Indian War"

_____ Folio III - (1766 - 1783) "The American Revolution"

_____ Folio IV - (1784 - 1800) "The New Republic"

_____ The Civil War

_____ African American Newspapers:

_____ Part I: *Freedom's Journal*, New York, 1827-Mar. 1829; *Colored American*, New York, 1837-Mar. 1840; *The North Star*, Rochester, NY, 1847-July 1849; *National Era*, Washington, DC, 1847-Dec. 1848.

_____ Part II: *Colored American*, 1840-41; *The North Star*, July 1849-1851; *Frederick Douglass Papers* (continuation of *The North Star*), 1851-May 1852; *National Era*, 1847-Dec. 1850; *Provincial Freeman*, Toronto, ON, 1854-Dec. 18, 1855.

_____ Part III: *Frederick Douglass Papers*, May 1852-Dec. 1852; *National Era*, Dec. 1850-Dec. 1853; *Provincial Freeman*, Dec. 1855-57; *The Christian Recorder*, Toronto, ON, 1861-April 1862.

- _____ Part IV: *The Christian Recorder*, May 1862-Dec. 1864; *National Era*, Jan. 1854-Dec. 1855; *Frederick Douglass Papers*, Jan. 1853-Dec. 1854.
- _____ Part V: *The Christian Recorder*, Jan. 1865-June 1868; *National Era*, Jan. 1856-Dec. 1857; *Frederick Douglass Papers*, Jan. 1855-Dec. 1856.
- _____ Part VI: *National Era*, Jan. 1858-Mar. 1860; *The Christian Recorder*, July 1868-Dec. 1870.
- _____ Part VII: *The Christian Recorder*, Jan. 1872-Dec. 1876.
- _____ Part VIII: *The Christian Recorder*, Jan. 1877-Dec. 1882.
- _____ Part IX: *The Christian Recorder*, Jan. 1883-Dec. 1887.
- _____ Part X: *The Christian Recorder*, Jan. 1888-Dec. 1893 (excluding 1892)
- _____ Part XI: *The Christian Recorder*, Jan. 1894-Dec. 1898
- _____ Part XII: *The Christian Recorder*, Jan. 1899 – 1902
- _____ Part XII:Supplement: *The Frederick Douglass Papers*, Jan. 1859 – Dec. 1863

American County Histories

- _____ Delaware
- _____ New York, Part I
- _____ New York, Part II
- _____ New York, Part III
- _____ New York, Part IV
- _____ Maryland
- _____ New Jersey
- _____ Pennsylvania, Part I
- _____ Pennsylvania, Part II
- _____ Pennsylvania, Part III
- _____ Pennsylvania, Part IV

The Pennsylvania Genealogical Catalogue

- _____ The Pennsylvania Newspaper Record

The South Carolina Gazette:

- _____ Part 1: 1732 - 1741
- _____ Part 2: 1742 - 1751

Appendix B: Fees

Payable no later than 14 days after Licensor provides the Licensed Materials to Licensee and Authorized Users.

Initials

Fees

Initial those subscribing to in this license

Godey's Lady's Book
____ Part I _____
____ Part II _____
____ Part III _____
____ Part IV _____
____ Part V _____
____ Part VI _____
____ Part VII _____

The Liberator:
____ Part I January, 1831 – December, 1835 _____
____ Part II January, 1835 – December, 1840 _____
____ Part III January, 1841 – December, 1845 _____
____ Part IV January, 1846 – December, 1850 _____
____ Part V January, 1851 – December, 1855 _____
____ Part VI January, 1856 – December, 1860 _____
____ Part VII January, 1861 – December, 1865 _____

The Pennsylvania Gazette:
____ Folio I - (1728 - 1750) _____
____ Folio II - (1751 - 1765) _____
____ Folio III - (1766 - 1783) _____
____ Folio IV - (1784 - 1800) _____

____ The Civil War _____

African American Newspapers:
____ Part I _____
____ Part II _____
____ Part III _____
____ Part IV _____

_____	Part V	_____
_____	Part VI	_____
_____	Part VII	_____
_____	Part VIII	_____
_____	Part IX	_____
_____	Part X	_____
_____	Part XI	_____
_____	Part XII	_____
_____	Part XII (Supplement)	_____
	American County Histories	
_____	Delaware	_____
_____	New York, Part I	_____
_____	New York, Part II	_____
_____	New York, Part III	_____
_____	New York, Part IV	_____
_____	Maryland	_____
_____	New Jersey	_____
_____	Pennsylvania, Part I	_____
_____	Pennsylvania, Part II	_____
_____	Pennsylvania, Part III	_____
_____	Pennsylvania, Part IV	_____
_____	The Pennsylvania Genealogical Catalogue	_____
_____	The Pennsylvania Newspaper Record	_____
	The South Carolina Gazette:	
_____	Part 1: 1732 – 1741	_____
_____	Part 2: 1742 – 1751	_____
	Total Fees	_____

Appendix C: Authorized IP Addresses

To be provided by Licensee