

OXFORD UNIVERSITY PRESS/SUBSCRIBER AGREEMENT TERMS AND CONDITIONS OF USE

This is an institutional License Agreement for access to Oxford databases referenced in Exhibit A below ("Licensed Works"). You must have this License Agreement, signed by an officer of your institution, and send it to OUP along with your payment before you are allowed access to the Licensed Works. The words "you" and "your" in this Agreement refer to your institution, not to the individual who signs this Agreement on this institution's behalf.

Through this Subscriber Agreement, Oxford University Press, Inc. ("OUP") will allow access to and use of the Licensed Works and as may be added to the roster of online publications from time to time and as more particularly set forth in Exhibit A to this agreement or as added by amendment at a later date. All use of Licensed Works is governed by the terms and conditions set forth herein.

1. FEES AND PAYMENTS

1.1 Your annual subscription fee, as indicated in Exhibit A, must be fully paid before you will be provided access to the Licensed Works.

1.2 You agree to pay all fees and charges incurred in connection with your subscription, including applicable taxes and communications or access charges, at the rates in effect when the charges were incurred. User fees will be billed automatically to you at the start of each subscription period. Fees and charges are non-refundable, except as provided herein. OUP may change subscription rates in the normal course of business. In that case, you will be notified of the new rates (if any) in the OUP annual renewal notice which you will receive prior to the end of your subscription term. will be invoiced to you and OUP will either bill the credit card you designate during the registration process or you may pay such charges upon receipt of invoice (a) in U.S. dollars to Publisher's account at Wachovia Bank, NA, Cary Main Financial Center, 1201 Walnut Street, Cary, NC 27513; Account Name: Oxford University Press; Account Number 2073089786778; ABA number 053000219; or (b) by check made payable and addressed to Oxford University Press, Inc., 2001 Evans Road, Cary, NC 27513, Attn: Accounts Receivable.

2. USAGE RIGHTS

2.1 Throughout the Term OUP grants you the non-exclusive and non-transferable rights to:

2.1.1 Access the Licensed Works through this Web site in order to search the Licensed Works and to view, retrieve, and display portions thereof;

2.1.2 Electronically download and save portions of the Licensed Works; and

2.1.3 Print out single copies of limited portions of the Licensed Works.

3. LIMITATIONS ON USE

3.1 You may not:

3.1.1 Remove or alter the authors' names or OUP's copyright notices or other means of identification or disclaimers as they appear in the Licensed Works;

3.1.2 Systematically make printed or electronic copies of multiple extracts of the Licensed Works for any purpose; and

3.1.3 Display or distribute any part of the Licensed Works on any electronic network, including, without limitation, the Internet and the World Wide Web.

3.2 You must obtain the written permission of OUP in order to:

3.2.1 Use all or any part of the Licensed Works for any commercial use, meaning any use of the Licensed Works for the purposes of monetary reward (whether by you or any other person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation;

3.2.2 Intentionally distribute the whole or any part of the Licensed Works;

3.2.3 Publish, distribute, or make available works based upon the Licensed Works, or works which combine the Licensed Works with any other material; or

3.2.4 Alter, abridge, adapt, or modify the Licensed Works.

3.3 Nothing in this Agreement shall limit the rights of you or your authorized users to make fair use of the Licensed Works, as that term is defined under Sections 107 and 108 of the Copyright Revision Act 1976. For the purposes of this Agreement, authorized users shall include students, staff, and administrators of the Participating Institutions identified in Exhibit B, as well as onsite users at those Participating Institutions ("walk-in patrons"). In addition, staff at non-affiliated libraries who are participating in the statewide collaborative digital reference service known as "Ask a Librarian" may access the Licensed Works in order to assist authorized users affiliated with a Participating Institution who are legitimately allowed access to the Licensed Works.

3.4 You shall use reasonable efforts to protect the Licensed Works from any use that is not permitted under this Agreement, and shall notify OUP of any such use of which you become aware. In the event of any unauthorized use of the Licensed Works, OUP shall have the right to immediately terminate your access to the Licensed Works. Any failure to fulfill your obligations under this Section shall be considered a material breach of this Agreement.

4. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

4.1 You acknowledge that all copyrights, patent rights, trademarks, services marks, trade secrets and other intellectual property rights relating to the Licensed Works (collectively the "OUP Intellectual Property"), are the sole and exclusive property of OUP and that this Agreement does not convey to you any right, title, or interest therein except for the right to use the Licensed Works in accordance with the terms and conditions of this Agreement.

4.2 The provisions of this Section 4 shall survive the termination of this Agreement for any reason.

5. REPRESENTATIONS, WARRANTIES AND FORCE MAJEURE

5.1 OUP represents and warrants as follows: (a) OUP has the power to enter into this Agreement and to grant the rights conferred herein to you. (b) OUP is the owner of Licensed Works as contemplated hereunder, and (c) 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.

5.2 EXCEPT AS EXPRESSLY SET FORTH ABOVE, OUP MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO ANY ASPECT OF THE LICENSED WORKS OR THE ONLINE AVAILABILITY OF THE LICENSED WORKS. OUP DOES NOT WARRANT THAT THE LICENSED WORKS WILL BE ACCURATE OR COMPLETE, NOR DOES IT MAKE ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE LICENSED WORKS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE LICENSED WORKS IS AT YOUR SOLE RISK. ACCORDINGLY, OUP WILL NOT IN ANY WAY BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY INACCURACIES, ERRORS, OMISSIONS OR DELAYS IN THE LICENSED WORKS, REGARDLESS OF CAUSE, OR FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT, OR CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS) RESULTING THEREFROM, REGARDLESS OF CAUSE AND REGARDLESS OF WHETHER OR NOT OUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT OUP IS DEEMED LIABLE IN ANY MANNER, THEN SUCH LIABILITY, WHETHER ARISING FROM CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE SHALL, IN NO EVENT, EXCEED THE AMOUNT YOU HAVE PAID FOR YOUR USE OF THE LICENSED WORKS DURING THE PRECEDING THREE (3) MONTH PERIOD. YOU FURTHER AGREE THAT NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE LICENSED WORKS MAY BE BROUGHT BY YOU AGAINST OUP MORE THAN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO SUCH ACTION HAS OCCURRED.

5.3 OUP shall not be responsible for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of OUP.

5.4 The signatory of this Agreement represents and warrants to OUP that he has the power and authority to execute this Agreement on behalf of the institution indicated below, which agrees to be bound by all terms contained herein.

6. TERM, TERMINATION

6.1 This Agreement shall commence upon OUP's receipt of the original, signed copy of this Agreement with the required payment, and shall remain in full force and effect for one (1) year. Thereafter, this Agreement may be renewed for successive one (1) year periods, in accordance with this agreement and subject to the payment of all fees required thereby.

6.2 In the event that you commit a material breach of this Agreement OUP may, at its election, terminate this Agreement, and/or exercise all rights and remedies which may be available to it in law or equity.

6.3 OUP may terminate this Agreement and the License granted hereunder at any time. In the event that OUP terminates this Agreement for reasons other than your breach of this Agreement, you will receive notice 30 days in advance of such termination, and you will be refunded the pro rata portion of any subscription fees you have paid.

6.4 Upon termination of this Agreement, you agree to continue to adhere to the provisions of this Agreement relating to any OUP Intellectual Property.

7. CHANGES TO AGREEMENT

7.1 OUP may change, add or remove portions of this Agreement, at any time, but if it does so, it will post such changes on this Web site, and make a link to the changed Agreement available through a link from the home page indicating Terms of Use. You should check this link each time you access the Web site. Your continued use of the Licensed Works shall be deemed your consent to such changed terms.

8. LIMITATIONS ON ASSIGNMENT

8.1 This Agreement may not be assigned without the written consent of OUP, and any such purported assignment shall be null and void.

9. APPLICABLE LAW AND SEVERABILITY

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

9.2 If any portion of this Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, the remaining portion thereof shall nonetheless remain in full force and effect.

10. ENTIRE AGREEMENT, NO ORAL MODIFICATIONS, NO WAIVER

OXFORD

UNIVERSITY PRESS

10.1 This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements (whether written or oral) relating to the subject matter of this Agreement.

10.2 Either party's waiver, or failure to require performance by the other, of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be construed to be a waiver of the provision itself.


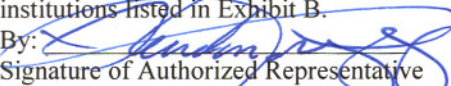
11. HEADINGS, SEVERABILITY

11.1 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

12. PRIVACY POLICY

12.1 OUP will not share email addresses with anyone outside OUP nor disclose user information to any third party, except as described below. OUP's goal is to protect online customer information in the same manner that we protect our customer information collected through other means. OUP may use the personal data you provide online to send you information about offers that we feel may be of interest to you. OUP requires contractual obligations with third parties with which it exchanges information as necessary to conduct its business which ensure safeguards for the privacy of the information we may use. This is the same standard used for information supplied through other means. Only OUP will send you these direct mailings. In addition, OUP may provide aggregated, anonymous statistical data about use of Oxford Online products to other persons.

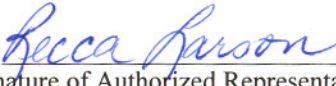
Agreed and Accepted:


Name of Institution
Tallahassee Community College on behalf of the College
Center for Library Automation (CCLA) and the
institutions listed in Exhibit B.
By: 
Signature of Authorized Representative

Glendon Forgey
Printed Name of Authorized Representative

9-26-06
Date

Agreed and Accepted:

Oxford University Press
By: 
Signature of Authorized Representative

Recca Larson
Printed Name of Authorized Representative

9-22-06
Date