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Portsmouth, OH 45662

Institutional License Agreement

Prepared for: **Sample University**

Preparation date: 3/31/2020

Prepared by:

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Sample University
IPA Source License Agreement

This license agreement ("Agreement") is entered into upon full execution by and between Sample University, Sample Library, 123 Sample Street, Sample, OH 45662 USA (the "Subscriber"), and IPA Source, LLC, PO Box 292 Portsmouth, OH 45662 USA (the "Licensor").

The parties hereto agree as follows:

SECTION 1. LICENSE.

1.1 License Grant.

The Licensor hereby grants to the Subscriber the non-exclusive, non-transferable right and license to use the products and services identified in Schedule 1 ("Licensed Products") and provide the Licensed Products to its Authorized Users subject to the terms and conditions of this Agreement.

1.2 Authorized Users/Sites.

Authorized Users for purposes of this Agreement are:

Full-time and part-time students, faculty, and staff of the Subscriber affiliated with the Subscriber's location listed on Schedule 2 (the "Sites") and individuals using computer terminals within the library facilities at the Sites permitted by the Subscriber to access the Licensed Products through the Subscriber's secure network.

The Subscriber shall promptly notify the Licensor of any material changes in the number of Sites or Authorized Users, which changes may result in early termination unless the parties are able to agree to appropriate fee adjustments.

1.3 Authorized Uses.

The Subscriber and its Authorized Users may:

1.3.1 access, search, browse, view, print, link to, and download the Licensed Products.

1.3.2 create links to individual translation/transcriptions (Excerpts) on the Subscriber's secure websites.

1.3.3 reproduce Licensed Products in non-electronic perceptible forms, such as audio or Braille, to accommodate Authorized Users with disabilities.

1.4 Restrictions on Use of Licensed Products.

Except as may be expressly permitted in this Agreement, the Subscriber and its Authorized Users may not:

1.4.1 electronically transmit or otherwise deliver Excerpts to any persons other than those designated as Authorized Users by the Subscriber;

1.4.2 create any derivative work (course-packs) based on the Licensed Products without the prior written permission of the Licensor;

1.4.3 modify Excerpts in any way, including removing, obscuring or modifying any copyright notices or other disclaimers as they appear in the Licensed Products except to the extent necessary to make them perceptible to Authorized Users with disabilities;

1.4.4 substantially or systematically reproduce, retain or redistribute the Licensed Products;

1.4.5 host or store the database or portions thereof on any external service (examples include, but are not limited to Ex Libris Alma, LOCKSS or any other type of Library Management System solution whether used on-premise, through private external hosting or Cloud).

1.5 Intellectual Property Ownership.

The Subscriber acknowledges that all right, title and interest in and to the Licensed Products remain with the Licensor and that the unauthorized distribution of the Licensed Products could materially harm the Licensor.

SECTION 2. LICENSOR PERFORMANCE OBLIGATIONS.

2.1 Access to Licensed Products.

The Licensor will make the Licensed Products accessible to the Subscriber and its Authorized Users from the World Wide Web address set forth on Schedule 1 or as may be otherwise set forth herein. Licensor only guarantees on-campus access to Licensed Products. Customer may provide the single address of their off-campus proxy server and Licensor will add it as a professional courtesy. It is Customer's responsibility to configure their proxy server software.

2.2 Quality of Service.

The Licensor shall use reasonable efforts to provide the Licensed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 95% up-time per month, with the 5% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

2.3 Withdrawal of Content.

The Licensor reserves the right to withdraw from the Licensed Products content that it no longer retains the right to license or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. If the withdrawal represents more than fifteen (15%) percent of the content comprising the Licensed Products, the Licensor shall refund to the Subscriber the amount of the Fees that is proportional to the amount of content withdrawn and the remaining unexpired portion of the period for which the Fees were paid.

2.4 Usage Data Reports.

The Licensor will make usage data reports on the Subscriber's usage activity available through a secured link on the IPA Source web site. Licensor and Subscriber agree to maintain the confidentiality of any data relating to the usage of the Licensed Content by Subscriber and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Content 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.

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 Authorized Access.

Access to the Licensed Products shall be authenticated by the use of Internet Protocol ("IP) address(es) indicated by the Subscriber on Schedule 2. Access to the Licensed Products by Authorized Users through a proxy server or similar means is allowed. The setup and maintenance of such service is the sole responsibility of the Subscriber.

3.2 Protection from Unauthorized Access and Use.

The Subscriber shall:

3.2.1 use reasonable efforts to ensure that access to and use of the Licensed Products is limited to Authorized Users and use reasonable efforts to inform Authorized Users of the usage restrictions set forth in this Agreement;

3.2.2 use reasonable efforts to ensure that any passwords used to access the Licensed Products are issued only to Authorized Users and use reasonable efforts to inform Authorized Users that they are not to divulge any passwords to any third party; and

3.2.3 immediately upon becoming aware of any unauthorized use of the Licensed Products, inform the Licensor and take appropriate steps to ensure that such activity ceases and to prevent any recurrence.

In the event of any unauthorized use of the Licensed Products, the Licensor may suspend access of the IP address(es) from which the unauthorized use occurred upon notice to the Subscriber. The Subscriber shall not be liable for unauthorized use of the Licensed Products by any Authorized Users provided that the Subscriber did not intentionally assist in or encourage such unauthorized use or permit such unauthorized use to continue after having actual notice thereof.

SECTION 4. FEES AND PAYMENT TERMS.

4.1 Payment.

The Subscriber shall pay to the Licensor the fees set forth on Schedule 1 (the "Fees") within thirty (30) days of the start of the subscription period. The Fees are exclusive of any sales, use, value added, withholding or similar tax and the Subscriber shall be liable for any such taxes in addition to the Fees unless a copy of the tax exempt status is made available with this agreement.

4.2 Determination of the Fees.

Fees are based on the number of registered voice students at the Subscriber's institution. The number of registered voice students (to be determined by the Subscriber's agent) is the actual number of voice students within the previous academic year enrolled for either credit or non-credit in major, minor, and elective private study. The fee structure reflects a single institution, including the Sites listed on Schedule 2 attached hereto. Multiple institutions using the same proxy service must submit separate agreements for each site.

4.3 Changes in the Number of Registered Voice Students.

Fees, once set, will remain in effect for the period of the Agreement. The Subscriber shall notify the Licensor two (2) months prior to the end of the Agreement of any substantial changes in the number of registered voice students within the Agreement year which may require an appropriate fee adjustment for the Agreement renewal. The Licensor shall adjust fees annually for cost of living increase.

4.4 Suspension of services.

For any invoice remaining unpaid after thirty (30) days of the start of the subscription period, the Licensor may suspend all services provided to the Subscriber if no prior arrangement has been agreed upon. If the Licensor suspends the services provided to Subscriber pursuant to this paragraph, the services will only be restored upon payment of all unpaid invoices. The Licensor reserves the right to impose a \$25.00 processing fee for the reactivation of the suspended account.

SECTION 5. TERM.

5.1 Term.

The term of this Agreement beyond the initial period shall be a minimum of one year the exact dates to be set out in Schedule 1 of this agreement.

5.2 Renewal.

This Agreement may be renewed for successive one-year terms, subject to appropriate adjustments to Schedule 1 as outlined in Section 4.3, if either party gives written notice to the other no later than six weeks prior to the end of the then current Agreement that it intends to renew and the other party as of thirty (30) days afterward has not sent a written objection to that renewal. Notice of renewal by Licensor is in the form of the invoice sent by email from the Licensor to the email address on file provided by the Customer six weeks prior to subscription renewal date.

5.3 Thirty (30)day cure period in case of a breach

Either party may terminate this Agreement if the other party fails to cure a material breach, including, but not limited to, any failure to make a required payment or report. The non-breaching party shall furnish a written notice of its intention to terminate this Agreement to the breaching party, and the breaching party shall be allowed thirty (30) days after receipt of such notice to remedy the specified breach before termination becomes effective

SECTION 6. LICENSOR WARRANTY.

6.1 Warranty.

The Licensor warrants that use of the Licensed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party under United States copyright law.

6.2 Disclaimer.

EXCEPT FOR THE EXPRESS WARRANTY STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSOR PROVIDES THE LICENSED PRODUCTS "AS IS" AND MAKES NO REPRESENTATION OR WARRANTY AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY CLAIM ARISING FROM OR OUT OF THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.3 Limitation of Liability.

Except for the express warranty stated herein and to the extent permitted by applicable law, in no event shall the Licensor be liable for any indirect, incidental, special, consequential or punitive damages, including but not limited to loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, or shall the liability of the Licensor to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder, even if the Licensor or Subscriber has been advised of the possibility of such liability or damages.

SECTION 7. GENERAL.

7.1 Force Majeure.

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, governmental restrictions, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) shall be deemed a breach of this Agreement.

7.2 Severability.

The invalidity or unenforceability of any provision of this Agreement shall not affect any other provisions of this Agreement.

7.3 Entire Agreement.

This Agreement contains the entire understanding and agreement of the parties and merges and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

7.4 Modification.

No modification or waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties.

7.5 Assignment.

Neither party shall assign, transfer or sublicense any of its rights or obligations under this Agreement unless it obtains the prior written consent of the other party; such consent shall not unreasonably be withheld.

7.6 Privacy.

The Licensor shall not, without the prior written consent of the Subscriber, transfer any personal information of any Authorized Users to any non-affiliated third party or use it for any purpose other than as described in this Agreement and in the online privacy policy for the relevant online service.

7.7 Notices.

All notices given pursuant to this Agreement shall be in writing and delivered to the party to whom such notice is directed at the address specified below or the facsimile number or electronic mail address as such party shall have designated by notice hereunder.

If to IPA Source: IPA Source, LLC, c/o Bard Suverkrop, IPA Source, LLC, PO Box 292, Portsmouth, OH 45662 USA.

If to the Subscriber: Sample University, Sample Library, 123 Sample Street, Sample, OH 45662 USA

7.8 No Partnership.

The Parties do not intend to create and no term herein shall in any way be construed to create or bind the Parties to a legally recognized partnership entity.

7.9 Both parties agree to perform their duties under this Agreement in compliance with all federal and State laws and Subscriber's Policy on Discriminatory Conduct including, but not limited to, non-discrimination on the basis of race, creed, color, sex, (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status.

7.10 Effect of breach; Nonwaiver.

The failure of Licensor to insist in any one or more instances upon the strict performance of any of the terms of this Agreement by Subscriber shall not be construed as a waiver or relinquishment of such term or terms for the future, and the same shall nevertheless continue in full force and effect.

7.11 Execution.

This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

IPA SOURCE LICENSE AGREEMENT
SIGNATURE PAGE

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

Sample University
(Subscriber)

By: _____
Signature (signing agent)

Name: _____

Title: _____

Date: _____

IPA Source displays the names of its Institutional subscriber (information that is readily avail on the web). The name can also be linked to your institution's Home Page. Do we have your permission to display the name of your Institution?

- Yes, IPA may display the name of our institution.
- Please provide a link to our institution's Home Page.
- No, please do not display our institution's name.

IPA Source, LLC
(Licensor)

Signature

Name:

Title:

Date:

IPA SOURCE LICENSE AGREEMENT
Schedule 1
Licensed Products/Access/Fees
Sample University

Access	Agreement period	Fee / Tier
www.ipasource.com	1/1/2020 to 12/31/2020	\$700.00 - Tier Four

2020 Schedule of Fees

Institutional Subscriptions: library proxy server database

- Tier One: for a single institution with up to 29 registered voice students. USD \$335.00
- Tier Two: for a single institution with 30 to 59 registered voice students. USD \$470.00
- Tier Three: for a single institution with 60 to 119 registered voice students. USD \$585.00
- Tier Four: for a single institution with over 120 registered voice students. USD \$700.00

Undergraduate School Institutional Subscriptions:

- Tier Five: for undergraduate institutions with up to 29 registered voice students. USD \$295.00
- Tier Six: for undergraduate institutions with 30 to 59 registered voice students. USD \$380.00
- Tier Seven: for undergraduate institutions with 60 to 119 registered voice students. USD \$470.00
- Tier Eight: for undergraduate institutions with over 120 registered voice students. USD \$585.00

The Licensor shall adjust fees annually for cost of living increase. Sales tax shall be assessed for subscribers residing within the state of Ohio, USA unless otherwise exempt.

The fee structure reflects a single Institution or site. Multiple institutions using the same proxy service must submit separate Agreements for each site. (See Section 4 of the Agreement)

IPA Source

International Phonetic Alphabet (IPA) transcriptions and literal translations of foreign language texts into English of opera arias and art songs. All material contained on the site is considered in the public domain according to United States copyright law.

IPA SOURCE LICENSE AGREEMENT
Schedule 2
Site Location and Authorized IP Addresses
Sample University

Site Access: www.ipasource.com

Subscriber's name: Sample University, Sample Library

Address, City, State, Zip: 123 Sample Street, Sample, OH 45662 USA

Contact person: Robert Sample

Title: E-resources Librarian

Telephone: +1 513-555-1212

Fax:

Email address: sample@sample.com

Number of students enrolled in voice lessons: 120.0

Subscription Tier: Tier Four

Registered IP addresses:

123.45.67.0-255

126.78.0-255.0-255

Administrative login: sample@sample.com

Password: As selected by the Subscriber on the application