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American Society for Microbiology (ASM)
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4.2 Licensee

- A. Licensee agrees to the terms and conditions herein on behalf of all Member Sites and shall be responsible for compliance with same on behalf of Authorized Users. Licensee represents and warrants that it has the right and authority to enter into this Agreement and act on behalf of the Member Sites and Authorized Users.
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- C. Licensee agrees to designate a single person to be the administrator of this Agreement. The name, address, phone number, and e-mail address of the Agreement administrator shall be listed on the Cover Sheet and Schedule B. Licensee shall notify Licensor of any changes to the assigned administrator or contact information.
- D. Licensee represents and warrants that it will use best efforts to notify its Member Sites and Authorized Users of the terms and conditions of this Agreement.
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4.3 Mutual Representations and Warranties

Both Parties represent and warrant that a) it has the legal authority to enter into this Agreement; b) this Agreement will not conflict with any other contract, agreement or law; c) this Agreement, executed and delivered, will constitute a binding obligation; and d) it shall adhere to Section 8 and all applicable privacy and data protection laws applicable to the gathering, processing, storing and transmitting of all Confidential Information, as defined below.

5. Disclaimer of Warranties / Limitation of Liability

5.1 THE LICENSED MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF

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6. Payment

- 6.1 The fees due under this Agreement are set forth on the Cover Sheet. Licensor shall invoice Licensee for the Purchase Fee with payment due within thirty (30) days receipt of invoice.

7. Term and Termination

7.1 **Term.** The term of this Agreement shall be perpetual.

7.2 **Termination.** Licensor may terminate if Licensee does not pay the fee(s) set forth on the Cover Sheet and described in Section 6 or if Licensee or any Member Site breaches the obligations set forth in Sections 4.2, 4.3 or 8. Termination shall be effective upon thirty (30) days notice to Licensee. In the event of termination, no refund or partial refund of fees will be given.

7.3 **Effect of Termination.** Upon termination, Licensee shall be entitled to keep a permanent flat file (.PDF) copy of the Licensed Materials. Also upon termination, any links to Licensed Materials under Sections 2.1(B) and (C) shall be removed.

8. Confidential Information

8.1 Each Party acknowledges that, in connection with the performance of this Agreement, it may receive certain confidential or proprietary technical, business or financial information and materials of the other Party or data related to the usage of the Licensed Materials by Licensee, its Member Sites and Authorized Users ("Confidential Information"). Confidential Information shall include the disclosing Party's service offerings, methodologies, software, product documentation, data, legal strategies and work product, and any other business, financial or technical information that is marked or otherwise identified as confidential or proprietary.

8.2 Both Parties agree (a) to use the other Party's Confidential Information only for the purposes described in this Agreement; (b) not to reproduce the other Party's Confidential Information and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; and (c) to restrict access to the other Party's Confidential Information to such of its personnel, agents, suppliers and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement. Both Parties agree that all Confidential Information is proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.

8.3 Notwithstanding the foregoing, each Party may disclose Confidential Information (a) if expressly authorized in writing by the subject of that information; (b) in response to an order of a court or other governmental body; (c) as required by law or regulation to be disclosed; or (d) in order to establish a Party's rights under this Agreement.

8.4 If either Party breaches this Section 8, the non-breaching Party will suffer irreparable harm, the total monetary damages for which will be impossible to calculate and therefore inadequate. Accordingly, the non-breaching Party may a) seek appropriate injunctive relief against the breaching Party or b) exercise any other rights and seek any other remedies to which the non-breaching Party may be entitled at law, in equity and under this Agreement.

9. General

- 9.1 Entire Agreement.** This Agreement incorporates the Cover Sheet and the attached Schedules and sets forth the entire agreement and understanding between the Parties with respect to the subject matter thereof and supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties.
- 9.2 Modification.** No modification or amendment of this Agreement shall be binding upon either Party unless it shall be in writing and signed by persons authorized to bind the Parties to this Agreement.
- 9.3 Assignment.** Licensee may not assign or transfer its rights under this Agreement without the prior written permission of Licensor.
- 9.4 Severability.** If any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the same shall not affect the validity or enforceability of any other provisions of the Agreement.
- 9.5 Force Majeure.** Neither Party's delay or failure to perform any provision of this Agreement as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or give rise to, a breach of this Agreement.
- 9.6 Good Faith Resolution.** If there are any disputes or disagreements regarding the terms and conditions of this Agreement, both Parties agree to work in good faith to resolve the issues.
- 9.7 Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the District of Columbia, without regard to its principles regarding conflicts of law. Each Party hereby irrevocably submits to, and waives any objection to, the exclusive personal jurisdiction of the state and federal courts located in the District of Columbia.
- 9.8 Survival.** The provisions of Sections 3, 4.2, 4.3, 5, 7.3, 8 and 9 shall survive the termination or expiration of this Agreement.
- 9.9 Non-discrimination.** The parties agree to comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, non-discrimination, including the Americans with Disabilities Act, and affirmative action. The vendor for the ASM Journals Online complies with the W3C Priority 1 international standards for accessibility and has represented to ASM that compliance with Section 508 of the Americans with Disabilities Act was completed in late 2007.
- 9.10 Government Requirements.** ASM complies with all provisions of the Federal Acquisition Regulation (FAR) clauses applicable to the goods and services licensed pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth on the attached Cover Sheet.

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