

ARABETICA TERMS OF USE AND LICENSE AGREEMENT

Ver. 6/15/11

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12.2 Maintain Security. Licensee represents and warrants that it shall exert reasonable efforts to maintain sufficient security with respect to any and all IP addresses, usernames, passwords, and/or users' email addresses. Likewise, Arabeteca represents and warrants that it shall exert reasonable efforts to maintain sufficient security with respect to any and all IP addresses, usernames, passwords, and/or users' email addresses provided by Licensee in accordance with the Arabeteca Privacy Policy.

12.3 Additional IP Addresses. Licensee represents and warrants that it is providing no IP addresses to Arabeteca that pertain to any campus or institution other than those listed or indicated on Attachment A of this Agreement or for which access has otherwise been agreed to in writing by Arabeteca. Arabeteca reserves the right to assess additional fees and to require additional license terms or separate license agreements in the event that Licensee provides IP addresses pertaining to institutions or campuses other than those listed or indicated on Attachment A, or in the event that Licensee seeks to add additional institutions or campuses, or distance education programs, other than those currently listed in Attachment A.

12.4 Disclaimer of Liability and Indemnification. Arabeteca shall in no way be liable, and Licensee agrees that it shall not hold Arabeteca liable, for any loss, injury, claim, liability, damages, costs, and/or attorneys fees for any and all violations and/or breaches of this Agreement by Licensee, its agents, employees, officers, directors, and/or breaches of the Terms and Conditions of Use by its Authorized Users, and/or any and all uses by Licensee, its agents, employees, officers, directors, and/or its Authorized Users that are unauthorized and/or exceed this Agreement or the Terms and Conditions of Use.

Arabeteca agrees to indemnify, defend, and hold harmless Licensee, its agents, employees, officers and directors, and its Authorized Users for all costs, damages, reasonable attorneys fees, and other expenses arising out of any third party's threatened claim(s) or claim(s) of infringement of copyrights, patents, or trademarks brought against Licensee and/or its Authorized Users, but only if such threatened claim(s) or claim(s) arise out of Permitted Uses of the Arabeteca Database. Notwithstanding the foregoing, Arabeteca expressly disclaims any and all liability, and in no event shall Arabeteca be liable, or indemnify Licensee and/or Authorized Users, for claims to the extent that they are related to: (a) adaptations and/or modifications of Arabeteca Content; (b) links between Arabeteca and other sites, and/or content on those sites; (c) content in, and/or uses, reproductions, displays, performances, or distributions of, Local Content and the Local Content Services; (d) any and all uses, reproductions, displays, performances, or distributions made of the Arabeteca Database and/or Arabeteca Content outside of the United States of America; (e) breaches by Licensee, its agents, employees, directors, officers, and/or Authorized Users of this Agreement and/or uses, reproductions, displays, performances, or distributions made of the Arabeteca Database and/or its Arabeteca Content that exceed and/or violate the terms of this Agreement and/or the Terms and Conditions of Use, whether or not such uses, reproductions, displays, performances, or distributions are permitted by law under the fair use or other provisions of US or other countries' laws; and/or (f) any and all uses, reproductions, displays, performances, or distributions made of Arabeteca Content obtained from the Arabeteca Database following the termination or expiration of this Agreement.

In connection with these indemnification obligations, Arabeteca will control the defense of such claims and/or threatened claims, including the right to designate counsel and to control all negotiations, litigation, arbitration, settlements, compromises and appeals of such claims and/or threatened claims, and Licensee shall: (i) immediately notify Arabeteca upon learning of any such claim and/or threatened claim; (ii) provide to Arabeteca such information respecting such claim and/or threatened claim as Arabeteca shall reasonably require; and (iii) take all such steps as Arabeteca shall reasonably request to preserve and

protect any defense to such claim and/or threatened claim at Arabetica's expense. Licensee shall have the right to participate in (but not control) the defense of any such claims or threatened claims with counsel of its selection at its sole expense.

12.5 Disclaimer and Limitation of Liability. OTHER THAN THE EXPRESS WARRANTIES AND INDEMNIFICATIONS STATED IN THIS SECTION 12, THE ARABETICA DATABASE AND THE ACCESS SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, AND ARABETICA AND ANY AND ALL THIRD PARTY CONTENT AND SOFTWARE PROVIDERS AND/OR LICENSORS ("CONTENT PROVIDERS") DISCLAIM TO THE FULLEST EXTENT OF THE LAW ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS OF ANY KIND (EXPRESS, IMPLIED, ORAL, OR WRITTEN) RELATING TO THE ARABETICA DATABASE, ARABETICA CONTENT, LOCAL CONTENT, THE ACCESS SOFTWARE, OR ANY PARTS THEREOF, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. ARABETICA AND ALL CONTENT PROVIDERS MAKE NO WARRANTIES WITH RESPECT TO ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM, EXCEPT THAT ARABETICA WILL EXERCISE A REASONABLE LEVEL OF CARE IN AN ATTEMPT TO PREVENT SUCH OCCURRENCES. ARABETICA AND ALL CONTENT PROVIDERS FURTHER DISCLAIM ANY LIABILITY AND MAKE NO WARRANTIES WITH RESPECT TO ANY ERRORS OR OMISSIONS IN THE ARABETICA CONTENT, LIABILITY UNDER LIBEL LAWS, INFRINGEMENT OF RIGHTS OF PUBLICITY AND PRIVACY, MORAL RIGHTS, AND/OR THE DISCLOSURE OF CONFIDENTIAL INFORMATION; AND/OR FURTHER DISCLAIM ANY LIABILITY AND MAKE NO WARRANTIES WITH RESPECT TO ANY AND ALL CLAIMS AND/OR THREATENED CLAIMS OF ANY KIND (INCLUDING BUT NOT LIMITED TO INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT CLAIMS AND/OR THREATENED CLAIMS) RELATING TO: LINKS BETWEEN ARABETICA AND OTHER SITES AND/OR THE CONTENT ON SUCH LINKED SITES; LOCAL CONTENT AND THE LOCAL CONTENT SERVICES; USES, DISPLAYS, PERFORMANCES, REPRODUCTIONS, AND DISTRIBUTIONS MADE OUTSIDE OF THE UNITED STATES; ADAPTATIONS AND/OR MODIFICATIONS OF ARABETICA CONTENT OR LOCAL CONTENT; ANY AND ALL USES, REPRODUCTIONS, DISPLAYS, PERFORMANCES, AND DISTRIBUTIONS THAT EXCEED OR VIOLATE THE PERMITTED USES (WHETHER PERMITTED BY LAW OR OTHERWISE) AND/OR ANY USE(S), REPRODUCTIONS, DISPLAYS, PERFORMANCES, AND DISTRIBUTIONS MADE OF ARABETICA CONTENT AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

12.6 Unavailability of Arabetica Database. Arabetica shall try to provide continuous availability of the Arabetica Database online. However, Licensee recognizes that the Arabetica Database may not be available from time to time due to maintenance of the server(s), the installation or testing of software, the loading of Arabetica Content as it becomes available, and downtime relating to equipment or services outside the control of Arabetica including but not limited to public or private telecommunications services or internet nodes or facilities, and, except as set forth in section 12.4, Arabetica shall not be held liable for any loss, injury, claim, liability, or damage of any kind resulting from the unavailability of the Arabetica Database or the Access Software, interruption of the services provided hereunder, or arising out of, or in connection with, Licensee's use, display, performances of, reproduction, distribution, or the uses, displays, performances of, reproductions or distributions made by Authorized Users or other users of the Arabetica Database. If the Arabetica Database fails to operate in conformance with the terms of this Agreement, Licensee shall promptly notify Arabetica, and Arabetica's sole obligation shall be to repair the nonconformity. Except as set forth in section 12.4, in no event shall Arabetica's liability exceed the fees paid to Arabetica by Licensee.

12.7 Laws and Jurisdiction of the United States of America Controlling. This Agreement shall be interpreted and construed according to, and governed by, the federal and state laws of the United States of America, excluding any such laws that might direct the application of the laws of another jurisdiction. The Parties expressly exclude, if applicable, the application of the United Nations Convention on Contracts for the International Sale of Goods. Any controversy or claim arising out of or relating to this

Agreement or the breach thereof shall be subject to the exclusive jurisdiction of the courts of the United States of America, excluding any laws that might direct jurisdiction to courts outside of the United States of America.

12.8 Discontinuance of Arabetica. Arabetica intends to maintain the Arabetica Database and to make it available for noncommercial educational and scholarly purposes on an ongoing basis. However, should exigent circumstances so require, Arabetica reserves the right to discontinue and/or cease operating the Arabetica Database. Should Arabetica discontinue and/or cease operating the Arabetica Database, it would provide notice to Licensee and other users of the Arabetica Database, and would make efforts to transfer the Arabetica database to another nonprofit institution and to have it made widely available for noncommercial educational and scholarly purposes. However, Licensee recognizes that such transfer may not be possible and agrees that Arabetica shall not be liable whatsoever should Arabetica cease to exist and should such transfer not be made.

13. Miscellaneous.

13.1 Entirety of the Agreement. The terms and conditions of this Agreement supersede all prior oral and written Agreements between the Parties with respect to the subject matter of this Agreement and shall constitute the entire Agreement between the parties with respect to the matters contained herein. It is understood, however, that the terms and conditions of this Agreement shall not supersede or modify any other written agreement between the Parties concerning provision of Arabetica Content by Licensee for the Arabetica Database or similar matters; any and all such agreements shall continue in full force and effect in accordance with their terms. This License Agreement shall not be modified or amended except by writing duly executed by authorized representatives of the parties (except that the Privacy Policy may be amended from time to time, as set forth in section 6.2).

13.2 No Assignment and No Third Party Beneficiary Rights. Neither Party to this Agreement shall assign, transfer, subcontract, or sublicense this Agreement or any of the rights and obligations hereunder, without the prior consent of the other Party. Notwithstanding the foregoing, Arabetica reserves the right to use fee-for-service entities to perform specific services on behalf of Arabetica, provided that such entities are obligated to comply with the applicable terms and conditions herein (including but not limited to terms relating to security and privacy). This Agreement has been executed for the sole benefit of the Parties that are signatories to this Agreement and is not intended for the benefit of any third party. The Parties expressly disclaim the creation of any third party beneficiary rights under this Agreement and agree that no third party shall have any rights under this Agreement.

13.3 No Agency, Joint Venture or Partnership. Nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the Parties.

13.4 Waiver or Invalidity of any Provision or Breach. Waiver of any provision herein shall not be deemed to be 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. If any provision or provisions of this Agreement are 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.

13.5 Force Majeure. No Party shall be in breach of this Agreement if a failure to perform an obligation hereunder results from a condition(s) that is beyond the Party's reasonable control, including, but not limited to strikes, labor disputes, terrorist acts, or governmental requirements.

13.6 Use Outside of the United States of America. Should Licensee and/or its Authorized Users access the Arabetica Database outside of the United States of America, such access will be through Arabetica servers housed in the United States of America, or such other server(s) as may be determined by Arabetica. Licensee understands that performance of the Arabetica Database when accessed outside of

the United States of America is subject to available transmission bandwidth and other factors beyond Arabetica's control, and may not equal performance of the Arabetica Database when accessed within the United States of America. Licensee agrees to comply with all applicable laws and regulations in its exercise of the License. Licensee agrees that, should it use the Arabetica Database outside of the United States of America, it will effect or obtain any necessary governmental or regulatory filings and approvals required outside of the United States of America in connection with its use of the Arabetica Database in such countries and will pay any costs associated therewith. Should Licensee access the Arabetica Database from a country outside of the United States of America, Licensee will inform Arabetica of any laws in such country of which Licensee becomes aware that require any change to this Agreement. Arabetica may revoke access to the Arabetica Database in any country outside the United States of America if warranted, in Arabetica's sole opinion, by the laws or regulations of such country.

13.7 Counterparts. This Agreement and any Amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement.

IN WITNESS THEREFORE, the parties have caused this Agreement to be executed as of the Agreement Date in Attachment A hereto.

Licensee: _____	Arabetica
Signature: _____	Signature: _____
Name: _____	Name:
Title: _____	Title:
Date: _____	Date: _____

ATTACHMENT A: ACCESS INFORMATION AND PAYMENT TERMS

This Attachment A is an addendum to the Arabetica Database License Agreement, and incorporates by reference all of the terms of the Arabetica Database Licensee Agreement between Arabetica and the Licensee listed below.

Licensee (Institution Name):

Licensee Address:

Term of Agreement and Renewal Terms (yearly or Semi-Yearly):

Automatically renewable upon payment for additional term.

Licensee Contact (required): *Main contact between Arabetica and Licensee
Responsibilities include overseeing subscription*

Attn:

Title:

Address:

Telephone:

Facsimile:

E-Mail:

Arabetica Contact Information:

Address:

Telephone:

Facsimile:

Email:

Licensee Status (either Participant or Non-Participant Licensee) **(To be completed by Arabetica):**

Agreement Date (date when Licensee will have access to Arabetica) **(To be completed by Arabetica):**

IP Information (addresses or domain ranges for computers at your institution(s)):

Note: If IP information is not available upon completing this Agreement, Arabetica staff will contact you to obtain the information and initiate access. Arabetica reserves the right to delay access if adequate IP information is not provided. IP Addresses:

Payment Terms:

Licensee shall be invoiced for the total Term Access Fee indicated above on or about the beginning of the term during the initial and renewal terms of this Agreement, which shall be due and payable thirty (30) days after the date of invoice. The Term Access Fee is subject to reasonable annual increases. Any payments made more than thirty (30) days after they are due and payable shall be subject to a 10% annual interest charge.