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Indemnification. The Licensor shall indemnify and hold CRL, 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.

#### **XIV. 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.

#### **XV. 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), pandemics, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

#### **XVI. 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 that Licensor presents Licensee with any licensing terms through order forms, renewal forms, purchases orders, or similar documents, in no event shall such terms materially differ from the provisions of this Agreement. In the event of any conflict between such terms and this Agreement, the terms of this Agreement shall prevail.

## **XVII. 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.

## **XVIII. 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.

## **XIX. 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.

## **XX. DISPUTE RESOLUTION**

In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement that are not affected by the dispute.

## **XXI. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with U.S. law; any dispute arising out of or in conjunction with a Licensee shall be filed in the jurisdiction of the party against whom a claim is made.

## **XXII. ASSIGNMENT AND TRANSFER**

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party. Neither party to this Agreement may unreasonably withhold or delay such written consent.

## **XXIII. NOTICES**

All notices given pursuant to this Agreement shall be in writing and may be hand delivered or shall be deemed received within five (5) days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by electronic mail or facsimile, confirmation copies must be sent by U.S. Mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

**If to Licensor:**

**If to Center for Research Libraries:**

Licensor Name  
Street Address  
City, State, Postal Code  
Country

Center for Research Libraries  
6050 S Kenwood Avenue  
Chicago, IL, 60637-2804  
USA

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

**LICENSOR:**

BY:  
Print Name:  
Title:  
Address:  
Telephone:  
Email:

DATE:

**Center for Research Libraries:**

BY:  
Print Name:  
Title:  
Address: 6050 S. Kenwood Avenue, Chicago, IL 60637-2804 USA  
Telephone: (773) 955-4545  
Email:

DATE:

**Schedule 1: Participating Member Institutions (Each a “Licensee”)**

## **Schedule 2: Business Terms**

### Licensed Materials

The Licensed Materials that are the subject of this Agreement are:

### Fees and Payment Terms

- Access Conditions: e.g., Unlimited simultaneous users and perpetual access
- Term covered by payment:
- Payment Terms: Licensee will pay invoice within 60 days of receipt of the invoice.
- Total Fee:
- Continuing Fees: e.g., hosting, access, and waived fees.
- Price Caps:

### **Schedule 3: Authentication**

e.g., IP addresses for XXXX are: 0.0.0.0 – 0.0.0.0 and Proxy IP is: 0.0.0.0.