

# KCDL Online Subscription Licensing Agreement

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Subscriber is required to make all reasonable efforts to notify its Authorized Users of the permitted and prohibited uses (Section 5). Subscriber is responsible for taking reasonable measures to prevent access by unauthorized persons to its IP address(es) and/or user name and password, and is responsible for terminating any unauthorized access of which it has actual notice or knowledge. Subscriber will not be held

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merchantability or fitness for a particular purpose. RLPG and the Content Providers do not endorse and are not responsible for any statement, opinion, and advice given or made on the Service by anyone other than authorized RLPG and/or Content Provider spokespersons.

The entire risk as to the quality and performance of the Service, the quality of any related services, and the accuracy of any information, or quality of any software published on the Service is with the Subscriber and Authorized Users.

In the event, due to causes beyond its reasonable control, RLPG is unable to provide Subscriber with access to the system for a period exceeding 24 consecutive hours, and Subscriber timely objects, RLPG agrees to extend the license period for corresponding 24 hour (one day) increments at no additional cost to the Subscriber. Any claim against RLPG shall be limited to such credit. In no event will RLPG or its Content Providers be liable (i) for any incidental, consequential or indirect damages (including, but not limited to, damages for lost profits, business interruption and loss of programs or information) arising out of the use of or inability to use the Service, or any information provided on the Service, or (ii) for any claim attributable to errors, omissions or other inaccuracies published on the Service.

7. **Third Party Rights.** The provisions regarding Disclaimers and Limitation of Liability are for the benefit of RLPG and its Content Providers and their respective licensors, employees and agents. Each shall have the right to assert and enforce those provisions against Subscriber.
8. **Notices.** RLPG may deliver notices regarding the Service by electronic mail, on the Internet, or by written communication to Subscriber's Account Manager address. Subscribers may give notice to RLPG by letter sent by fax to (301) 459-9235 or by mail to Kraus Curriculum Development Library, 4501 Forbes Blvd, Suite 200, Lanham, MD 20706, except as limited by Section 10 of this Agreement.
9. **Termination.** This Agreement may be terminated at any time for any reason by either party with 30 days written notice specifying the grounds for termination, delivered as described in Section 8 of this Agreement, except that RLPG may terminate this Agreement immediately for violations of Section 5. The provisions regarding Disclaimers and Third Party Rights shall survive.
10. **General Provisions.** Any provisions in any memorandum received by RLPG in connection with the Service which is inconsistent with, or adds to, the provisions of this Agreement is void. Neither parties' course of conduct or trade practice will modify the terms of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, all other terms and conditions shall remain in full force and effect.

Subscriber: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Please print or type information establishing the Subscriber's Account Manager:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Institution: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Institution:     Higher Education – FTE = \_\_\_\_\_     K-12

Public Library     Govt./Nonprofit     Corporate

Subscription Price: (please see price list): \_\_\_\_\_

**Please print or type, if different from above, and sign below indicating acceptance of the terms and conditions of this Agreement:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Institution: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please send the signed Licensing Agreement to:**

Kraus Curriculum Development Library

4501 Forbes Blvd., Suite 200

Lanham, Maryland 20706

Or return by Fax to: 301-459-9235