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- 11.2 Nonprofit. Each Party represents and warrants that it is organized and operated for charitable, scientific, literary or educational purposes, or that it is a governmental entity, and no part of its net earnings inures to the benefit of any private shareholder or individual.
- 11.3 Entirety of the Agreement; Amendments. This Agreement supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof, and may only be modified by a signed writing, but this Agreement does not supersede or amend any written agreement between the Parties for the contribution of content to the Artstor Digital Library.
- 11.4 Notices. Notices hereunder will be in writing in English by personal delivery, overnight carrier, or electronic mail, addressed to the intended recipient using the contact information at an Annex or as may be designated by a Party in a notice to the other Party. Notices will be deemed received upon delivery. Artstor will provide Licensee with 30 days' notice of any amendments to the Terms that materially conflict with this Agreement and Licensee will only be obligated to take reasonable steps to effectuate, and to inform and educate Authorized Users about, such modifications to such Terms, should Licensee not object in writing to Artstor within 30 days of receipt of such notice.
- 11.5 Deleted.
- 11.6 Deleted.
- 11.7 Deleted.
- 11.8 No Assignment and No Third Party Beneficiary Rights. Neither Party will assign, transfer, subcontract, or sublicense this Agreement or any of its rights or obligations hereunder, without the prior consent of the other Party. Notwithstanding the foregoing, Artstor reserves the right to use fee-for-service entities to perform specific

services on behalf of Artstor, provided that such entities are obligated to comply with the applicable terms of this Agreement (including but not limited to terms relating to security and privacy). This Agreement has been executed for the sole benefit of the Parties and is not intended for the benefit of any third party, regardless of any Law to the contrary. The Parties expressly disclaim the creation of any third party beneficiary rights under this Agreement and agree that no third party will have any rights under this Agreement.

- 11.9 No Agency, Joint Venture or Partnership. Nothing contained in this Agreement will be deemed to create an agency, joint venture, or partnership relationship between the Parties.
- 11.10 Waiver or Invalidity of any Provision or Breach. Waiver of any provision herein will not be deemed to be a waiver of any other provision herein, nor will 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 of this Agreement is held to be invalid, illegal, unenforceable, or in conflict with any Law, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired.
- 11.11 Force Majeure. No Party will be in breach of this Agreement if a failure to perform an obligation hereunder results from a condition beyond that Party's reasonable control, including, but not limited to strikes, labor disputes, terrorist acts, third-party computer viruses, natural disasters, or governmental requirements.
- 11.12 Approvals. Licensee agrees that, should it use the Artstor Digital Library or the Access Software outside of the United States of America, it will effect or obtain any necessary governmental or regulatory filings and approvals ("Approvals") and will pay any costs associated therewith, including but not limited to filings, approvals and costs associated with the importation, exportation or use of the Artstor Digital Library and the Access Software. Should Licensee access the Artstor Digital Library or the Access Software from a country outside of the United States of America, Licensee will inform Artstor of any Law in such country of which Licensee becomes aware that requires any change to this Agreement. Artstor may revoke access to the Artstor Digital Library or the Access Software in any country outside the United States of America if warranted, in Artstor's sole opinion, by applicable Law.
- 11.13 Discontinuance of Artstor. Artstor intends to maintain the Artstor Digital Library and to make it available for noncommercial educational and scholarly purposes on an ongoing basis. However, should exigent circumstances so require, Artstor reserves the right to discontinue or cease operating the Artstor Digital Library. In such a case, Artstor would provide notice to Licensee and other users of the Artstor Digital Library, and work to transfer the Artstor Digital Library to another nonprofit institution and to have it made widely available for noncommercial educational and scholarly purposes. However, such transfer may not be possible, and Artstor will not be liable should it cease to exist and such transfer is not made.
- 11.14 Deleted.
- 11.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the Access Date.

LICENSEE

ARTSTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

IP Information (addresses or domain ranges for computers at Licensee institution; access may be delayed if adequate IP information is not provided):

IP Addresses: _____

Is Licensee currently using a proxy server to provide access to restricted resources? Yes _____ No _____

If yes, type of proxy server: _____

If yes, IP information of proxy server: _____

Are all above IP addresses static and restricted to use only by Licensee? Yes _____ No _____

URL of web page that offers information about how to use the proxy: _____

Does Licensee have plans to use a proxy server in the future? Yes _____ No _____

Does Licensee provide any other means of access to restricted resources from machines outside of its IP domain?

Yes _____ No _____. If yes, describe: _____

PAYMENT:

Full Time Equivalent (FTE) Enrollment (<i>undergraduate plus graduate; to be completed by Licensee</i>): _____
Artstor Classification (<i>to be completed by Artstor</i>): Schools II _____
Archive Capital Fee (“ACF”) (<i>to be completed by Artstor</i>): Waived _____
Annual Access Fee (“AAF”) (<i>to be completed by Artstor</i>) : 2014 AAF = \$890 _____
Value Added Tax registration number (<i>to be completed by E.U. institutions only</i>) : N/A _____

Licensee will be invoiced for the AAF in approximately November of every calendar year (or approximately one to two months prior to its fiscal year end, in cases of fiscal year billing) during the initial and renewal terms of this Agreement. The AAF will be due 30 days from the date of invoice, and will be subject to a 10% annual interest charge if paid after this due date. The AAF for the first year will be prorated to reflect the number of months remaining in Licensee’s billing year following the Access Date. The AAF is subject to reasonable annual increases.