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## **VIII. TERM**

This Agreement shall continue in effect for one (1) year- commencing on the Effective Date.

## **IX. RENEWAL**

This agreement shall be renewable at the end of the current term for a successive term as long as the licensee gives written notice of its intention not to renew at least thirty (30) days before expiration of the current term.

## **X. EARLY TERMINATION**

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

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

#### **XV. 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.

This agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

#### **XVI. 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.

#### **XVII. SEVERABILITY**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, and 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.

#### **XVIII. 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.

#### **XIX. 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 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.

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Any controversy or claim arising out of or relating to this contract shall be determined by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution.

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**If to Licensor:**

*[Vendor Information]*

**If to Licensee:**

*[Institution Information]*

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

**LICENSOR:**

BY:

DATE:

\_\_\_\_\_  
*Signature of Authorized Signatory of  
Licensor*

\_\_\_\_\_

Print Name:  
Title:  
Address:  
Telephone No.:  
Facsimile:  
E-mail:

**NELINET Member Library**

BY:

DATE:

\_\_\_\_\_

\_\_\_\_\_

Print Name:  
Title:  
Address:  
Telephone No.:  
Facsimile:  
E-mail:

February 16, 2006