

## **LICENSE AGREEMENT**

### **AusGeoRef Database**

This License Agreement, entered into as of the date of last signature, by and between the organization or individual listed in Section 2 (hereinafter referred to as the “Subscriber”) and the American Geological Institute, with offices at 4220 King Street, Alexandria, VA 22302 USA, (hereinafter referred to as “AGI”) provides for use by the Subscriber of the Database, as described herein, under a limited, non-exclusive license for a fee and subject to the terms and conditions set forth below.

#### **Definitions**

The terms defined herein when used with initial capitalization will, for all purposes of this License Agreement, have the meanings specific herein.

“Authorized User” means those persons officially affiliated or registered with the Subscriber under the definitions specified in Section 3 or, in the case of individuals, the individual listed in Section 3.

“Commercial Use” means use for the purposes of monetary reward (whether by or for the Subscriber or an Authorized User) by means of resale, transfer or other form of exploitation of the Database.

“Database” means the AusGeoRef database, an electronic bibliographic database abstracting and indexing the literature of the Australian region, produced by the AGI and protected by trademark and copyright.

“Fees” means the fees set out in Schedule A.

“Secure Network” means a network which is accessible to Subscriber’s Authorized Users and monitored by Subscriber.

“Subscription Period” means the initial and any renewal 12-month period (or pro-rated period) of a Subscriber’s paid subscription to the Database.

#### Section 1

#### **Agreement**

AGI grants the Subscriber the non-exclusive and non-transferable right to allow the Subscriber’s Authorized Users to gain online access to the Database subject to the terms and conditions of this License Agreement and the Subscriber’s payment of the Fees.

Access to the Database during the Subscription Period includes all references contained in the Database and made available online.

Access will be enabled based on Subscriber’s IP address or user name and password. If access is via IP address, network must be a Secure Network and usage by other than “Authorized Users” must be denied.

Subscriber may allow Authorized Users unlimited access to the Database. The number of concurrent users will not be limited.

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The software used for this database is copyright by Inmagic, Inc. 800 West Cummings Park, Woburn, MA 01801. The software may be used only to search the Database.

This Agreement will become effective on the date signed below. This License Agreement will be renewed automatically for successive one year terms, subject to adjustment of the Fees, acceptance of the Subscriber of said adjustment and payment of Fees for renewal Subscription Period.

This License Agreement will be terminated if either party hereto gives written notice to the other.

## Section 2

### **Subscriber**

Name of Organization / Individual (Consultant) \_\_\_\_\_

Address \_\_\_\_\_

Number of geoscientists in organization \_\_\_\_\_  
(Include all "Authorized Users" that are geoscientists)

## Section 3

### **Authorized Users**

Academic Institutions – all full- and part-time faculty, staff, students, research, technical and administrative staff and, in the case of libraries open to the public, all Walk-in Users.

Government Agencies and Not-for Profits – all full and part-time employees and consultants under contract with the Subscriber and, in the case of libraries that are open to the public, all Walk-in Users.

Corporations – all full and part-time employees and consultants under contract with the Subscriber.

Individuals – the subscriber listed in Section 2.

## Section 4

### **Warranty and Indemnification**

AGI will not be responsible for any claim, loss or liability, including any lost profits, lost savings or other incidentals arising out of Subscribers use or inability to use the Database.

No guarantee of performance is made or implied for any person's online use of the Database through the Internet. AGI makes no warranty that online access will be uninterrupted or that the licensed material will meet Subscriber's needs. The Database may contain links to third party websites. Such third party websites are not under the control of AGI and AGI makes no warranties, explicit, or implied, regarding the performance of the links, the performance of the outside sites or the contents of the outside sites. AGI makes no warranty that the content is accurate or complete or that the material obtained by the Authorized Users will be error free. Subscriber acknowledges that use of the Database website is at the Subscriber's own risk.

AGI agrees to indemnify Subscriber, its directors and officers, from and against any liability, damages, loss or expense arising from any claim, action or proceeding based upon or arising out of any actual or alleged infringement upon any third party's proprietary rights, including copyright, trademark, or patent in consequence of the use of the Database. Subscriber agrees to indemnify AGI, and its directors and officers, from and against any liability, damages, loss or expense arising from any claim, action or proceeding based upon or arising out of any actual or alleged infringement upon, violation or misappropriation by Subscriber's Authorized Users of any third party's proprietary rights, including copyright, trademark, or patent in consequence of the use of the Database.

**Governing Law**

This License Agreement will be governed by the laws of the Commonwealth of Virginia.

**Entire Agreement**

This License Agreement is the entire agreement and supersedes any and all prior agreements and understandings.

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P. Patrick Leahy  
Executive Director  
American Geological Institute

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Subscriber / Representative Signature

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Type name and title

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Date

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Date

**Schedule A**

**2008 Annual Subscription Fees –AusGeoRef**

	<b>Annual Subscription Rate in U.S. \$</b>
Individual (Consultant)	\$ 95.00
Institutional Tier 1 (1-10 geoscientists)	\$395.00
Tier 2 (11+ geoscientists)	\$695.00