

McGraw-Hill Professional Institutional License Agreement

This License Agreement ("Agreement") entered into as of the 12 day of February, 2013 (the "Effective Date") is made by and between McGraw-Hill Education, with offices at 1221 Avenue of the Americas, New York NY 10020 ("MH") and Community College League of California, whose principal office is located at 2017 O Street Sacramento CA 95811 ("Licensee").

WHEREAS, Subscribed Materials are made available by MH via electronic media;

WHEREAS, Licensee desires an Agreement to access and use the Subscribed Materials in the manner described below in accordance with this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Definitions:** As used in this Agreement, the following terms have the designated meanings:

"Subscribed Materials" refers to MH Online Owned Content (as defined below) incorporated into the online sites, as specified in Exhibit A and any addenda to Exhibit A.

"Authorized User(s)" are (1) current members of the staff and/or faculty of the Licensee (whether on a permanent, temporary, contract or visiting basis) and, for academic institutions, individuals who are currently enrolled students at the Licensee's institution, who are permitted to access the Secure Network from within the Licensee's premises or from such other places where such Authorized Users are permitted to access the Secure Network for work or study (including Authorized Users' offices and homes, halls of residence and student dormitories, as applicable) and who have been provided by the Licensee with a password or other authentication, and/or (2) such other persons who are permitted to utilize the Licensee's library or other facilities to access the Secure Network but only from computer terminals within the Licensee's premises."

"MH Online Owned Content" means information and content entered into the Subscribed Materials by MH's employees, representatives and/or its licensors, including, without limitation, those authorized representatives who are editors or who are otherwise designated by MH.

"Other Content" means any other information entered into the Subscribed Materials by Authorized Users or other persons.

2. **Authorized Use of Subscribed Materials and Restrictions.**

a. All of the MH Online Owned Content is either the property of MH or is licensed to MH and is protected by copyright and other intellectual property laws. During the Term of this Agreement as defined herein and subject to Licensee's payment of the fees set out in Exhibit A, MH hereby grants to Licensee a non-exclusive, non-transferable license to allow only its Authorized Users to access and use the Subscribed Materials under the terms described in this Agreement. Licensee agrees and acknowledges that Licensee and its Authorized Users agree to and are bound by the terms and conditions in the Terms of Use and User License Agreement located at the Subscribed Materials online site (except for any provisions that apply solely to individual, non-institutional subscriptions). In the event of an inconsistency between this Agreement and the Terms of Use and User License Agreement, this Agreement shall control. Licensee shall honor all reasonable requests by MH to protect MH's proprietary interests in the Subscribed Materials. Except for the limited rights granted Licensee herein, all rights in the Subscribed Materials are reserved by MH and Licensee acquires no right, title or interest in any material in the Subscribed Materials.

b. Licensee and its Authorized Users shall only be permitted to access and utilize Subscribed Materials for research or study purposes. Neither Licensee nor its Authorized Users may copy, transmit, rent, lend, sell or modify any of the Subscribed Materials or create derivative works based on materials therefrom. Neither Licensee nor its Authorized Users may modify, remove or obscure any copyright or other proprietary notices included in the Subscribed Materials. Neither Licensee nor its Authorized Users may forward or disseminate any portion of the Subscribed Materials through electronic or other means, including through the use of mail lists or electronic bulletin boards.

c. Licensee shall not knowingly permit anyone other than the Authorized Users to use or access the Subscribed Materials. Neither Licensee nor Authorized Users may share passwords provided for accessing the Subscribed Materials with third parties or among the Authorized Users.

d. If requested by MH, Licensee shall cooperate with MH in the investigation of any unauthorized use of the Subscribed Materials of which Licensee is made aware and use best efforts to remedy such unauthorized use and prevent its recurrence. In the event of any unauthorized use of the Subscribed Materials by an Authorized User, in addition to any remedies available herein, MH may suspend or terminate such Authorized User's access to the Subscribed Materials (for example, by blocking an individual user's IP address or other means).

3. Updates and Revisions; Adding Subscribed Materials to the Agreement

a. MH has the right to revise or update the Subscribed Materials at any time during the term of the Agreement.

b. The parties may agree to add additional Subscribed Materials to the Agreement by executing an Addendum to Exhibit A in the form set out in Exhibit A-1 hereto, and in such event all such addenda will be added to the Agreement and use of such additional Subscribed Materials will be governed by the terms of this Agreement.

4. Term

This Agreement will commence as of the Effective Date and will continue for the Subscription Term set out in Exhibit A for each of the Subscribed Materials subscribed to, unless terminated earlier by MH as provided herein, and is non-cancellable by Licensee for the term subscribed to by Licensee..

5. Fees and Payment Terms

Licensee agrees to pay the applicable subscription fee as set out in Exhibit A. Licensee shall be solely responsible for any charges it incurs in order to access the Subscribed Materials, such as telephone, Internet access or similar charges. In addition to all other rights and remedies available to MH in law or in equity, MH also may suspend delivery of the Subscribed Materials or terminate this Agreement if it has not received payment of the applicable fee for such Subscribed Materials.

6. Other Content

Neither MH nor its licensors have any responsibility for Other Content, including the content of any messages or information posted by Licensee, its Authorized Users or others or for the content or information accessible via direct or indirect hyperlinks from the Subscribed Materials. However, MH retains the right, which it may or may not exercise in its sole discretion, to review, edit or delete Other Content that MH deems to be illegal, offensive, or otherwise inappropriate.

7. Notices

Notices shall be given in writing and shall be effective when either served by personal delivery upon receipt via United States mail, return receipt requested postage prepaid, or by national overnight delivery service or by facsimile with receipt of confirmation, to the address set out in Exhibit A for Licensee and to the following for MH:

McGraw-Hill Education.
1221 Avenue of the Americas
New York, New York 10020
Attn: Deborah A. Mitera
Fax: (212) 512-6569
Phone:(212) 512-4584
Email: Deborah_mitera@mcgraw-hill.com

8. **General.**

a. The fee payable for the Subscribed Materials shall be exclusive of any sales, use, value added, withholding or similar tax and Licensee is responsible for all such taxes relating to the license under this Agreement.

b. This Agreement constitutes the entire agreement between Licensee and MH relating to the applicable Subscribed Materials subscribed to herein and supersedes any and all other agreements, oral or in writing, with respect to such materials. This Agreement may be modified only by a written instrument signed by both parties. The failure of MH to insist upon strict compliance with any term of this Agreement shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision. Licensee may not assign any rights or obligations of this Agreement without MH's prior written consent, and any assignment without MH's prior written consent, including any assignment by operation of law, shall be null and void. If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. Licensee agrees to keep the financial terms of this Agreement confidential.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

McGraw-Hill Education

Licensee: Community College League of California

By: _____

By: _____

Name: Scott Wilson

Name: _____

Title: Vice-President of Sales

Title: _____

Date: _____

Date: _____

EXHIBIT A
to Institutional License Agreement

SUBSCRIBED MATERIALS, TERM, USER NUMBERS AND PRICING

The following are the Subscribed Materials, Subscription Term, number of Authorized Users, Fees for the Subscribed Materials subscribed to by Licensee under the Agreement and the Licensee contact information.

1. Subscribed Materials

The Subscribed Materials and fees are as follows:

Subscribed Materials and Term Fee:

See attached excel titled Community College League of California ACS Renewals 2013 renewal spreadsheet. Renewal and new customers for 2013-2014 term to be determined.

2. Subscription Term

The Subscription Term for the Subscribed Materials shall be for an initial term of one (1) year from initial activation of the subscription ("Initial Term"), and thereafter the Subscription Term shall renew for additional one (1) year terms (each a "Renewal Term"), provided MH has chosen to renew the subscription and has sent an invoice for such Renewal Term to Licensee. If Licensee chooses not to renew the subscription, it shall notify MH at least thirty (30) days' prior to commencement of the applicable Renewal Term. The Initial Term and any Renewal Term are referred to collectively as the "Subscription Term".

3. Subscription Fee:

The fee(s) for the Subscription Term set out in herein cover only the number of Authorized Users and the accessing sites specified in Section 4 below. The payment terms shall be as set out in the MH invoice:

Unless otherwise specified herein, the foregoing fee(s) in Section 1 above shall be for the Initial Term. The fee for any Renewal Term shall be as set out in the MH invoice for the subscription.

4. Number of Authorized Users, Accessing Sites and Access Validation Method(s):

Number of concurrent Authorized Users:

See attached excel spreadsheet titled Community College League of California ACS Renewals 2013 renewal spreadsheet.

Address(es) of accessing sites:

See attached excel spreadsheet titled Community College League of California ACS Renewals 2013 renewal spreadsheet.

List of IP addresses:

To be added to Community College League of California ACS Renewals 2013 renewal spreadsheet at renewal time or when new customer is processed.

5. Licensee Contact: Pursuant to Section 7 of the Agreement, the address where notices to Licensee shall be sent is the following, which may be revised on written prior notice to MH:

Sarah Raley, Resources Consortium Director
Community College League of California
2017 O Street Sacramento CA 95811

Phone: 916-444-8641
Fax: 916-444-2954 / Email: sarahraley@ccleague.org