

SUBSCRIBER LICENSE AGREEMENT

BETWEEN

INTELECOM Intelligent Telecommunications a non-profit corporation located at 150 East Colorado Boulevard, Suite 300, Pasadena, California 91105-1937 ("Licensor")

AND

_____ ("Subscriber") with offices at _____.

Product:

Subscriber and Authorized Users shall have access to all Licensor-owned Content on the Website.

Subscriber and Authorized Users shall have access to the following Collection(s) on the Website:

List of Collections: _____

For Use By: Single Institution District/Consortia

List of Schools: _____

Term: One Year Three Year Other

Effective Date: _____ to _____

Subscription Fee: \$ _____

Special Conditions (if any): _____

This Subscriber License Agreement includes and incorporates by reference the General Terms and Provisions set forth on the following pages ("Agreement").

INTELECOM Intelligent Telecommunications

Licensor _____ Subscriber _____

By: _____ By: _____

Signature _____ Signature _____

Cameron Cox, Vice President _____

Name and Title _____ Name and Title _____

_____ Date _____ Date _____

General Terms and Provisions

IMPORTANT - READ THESE TERMS CAREFULLY BEFORE USING THE INTELECOM ONLINE RESOURCES NETWORK OR ACCESSING THE CONTENT ON THIS WEBSITE. BY ACCESSING THE PRODUCT AND/OR THE CONTENT CONTAINED THEREIN, “YOU” (defined as the Subscriber, by and through its authorized signatory) ACKNOWLEDGE AND REPRESENT THAT YOU ARE THE SUBSCRIBER; THAT YOU HAVE READ THIS AGREEMENT; THAT YOU UNDERSTAND IT; AND THAT YOU AGREE TO BE BOUND, AND TO CAUSE ALL AUTHORIZED USERS TO BE BOUND, BY ITS TERMS.

WHEREAS Licensor holds the rights granted under this Agreement;

WHEREAS the Subscriber desires to enable its Authorized Users to use the Product, and Licensor desires to grant to the Subscriber the license to use the Product and the Content for the Subscription Fee, subject to the terms and conditions of this Agreement;

IT IS AGREED AS FOLLOWS:

DEFINITIONS

Product: The INTELECOM Online Resources Network online database and service that provides video, text, still images, search pages, indexes, databases, and online tutorials to educational and other institutions through streaming and downloadable technology delivered via the Internet or a secured Intranet site.

Website: The website located at www.intelecomonline.net.

Content: All video, text, and any still images or other content hosted on the Website or otherwise offered in connection with the Product.

Subscription Fee: The fee payable by Subscriber to Licensor in consideration for the license granted herein.

Agreement: The agreement under which Subscriber has obtained a right on behalf of its Authorized Users to access the Product and the Content.

Authorized Users: Current members of the faculty, staff, and formally-enrolled students of the Subscriber and its affiliated institutions who are permitted to access the Product, the Website and the Content under the terms and conditions and during the Term of this Agreement, and who may be issued a valid and current username, password or other means of authentication by which to use the Product.

Term: The period of time for which Subscriber has obtained a license on behalf of its Authorized Users to access the Product and the Content.

- 1. Grant of License.** For the Term and subject to the terms and conditions of this Agreement, and upon payment of the Subscription Fee, Licensor grants to Subscriber a non-exclusive, non-transferable, revocable license to access and use the Product via the Website and to use the Content solely for the purpose of supplementing online and classroom courses offered in the

regular curriculum of Subscriber, all in accordance with the terms of the Agreement. Authorized Users shall be able to access the service remotely. Remote access shall be authenticated by a secure username and password combination that will remain valid during the Term of this Agreement only. All rights not expressly granted to Subscriber by this Agreement are expressly reserved by Licensor. Without limiting any other provisions in this Agreement, any violation of this provision by Subscriber and/or individuals associated or affiliated with Subscriber constitutes a breach of this Agreement and grounds for immediate termination by Licensor after notification to Subscriber.

- 2. Login Information.** Subscriber will be provided with a valid username and password for the purpose of accessing the Product and the Content (the “Login Information”). The Login Information must be kept confidential, and may only be used by the Subscriber and its Authorized Users during the Term of this Agreement. The unauthorized use, distribution or transfer by any means of the Login Information, either with or without Subscriber’s knowledge, shall be deemed a breach of this Agreement, and may constitute a violation of Licensor’s copyrights. Subscriber is responsible for maintaining the security and confidentiality of all Login Information, including but not limited to cautioning all Authorized Users against the improper use of Login Information, and for preventing access to the Product or the Content by unauthorized persons.

3. Restrictions on Use

- a. Content shall be used only for the purposes and in the manner expressly authorized in this Agreement. Without limiting the foregoing, and by way of example only, any use of the Content in a commercial or for-profit manner without Licensor’s advance written permission is strictly prohibited. In no event shall the Product or the Content be used outside of the scope of this Agreement, or be used beyond the Term of this Agreement.
- b. Subscriber and/or its Authorized Users shall not use the Product or the Content in a manner that disparages the Content owner(s), or in any manner that may be deemed inappropriate by Licensor in its sole discretion.
- c. Subscriber and/or its Authorized Users shall not take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Product’s control, security and/or digital rights management systems, nor allow or assist a third party to do so.
- d. Subscriber and/or its Authorized Users shall not sub-license, distribute, rent, lease, assign, transfer or otherwise make the Content available to any unauthorized third party, or make the Content accessible to any party by any broadcast or transmission, including but not limited to television, cable, satellite, telephony, wireless, closed-circuit or Internet broadcasting, or use the Content for systematic downloading or transmission to non-subscribers, except as expressly permitted in this Agreement.
- e. Subscriber and/or its Authorized Users shall not attempt to convert the Content for, or otherwise make the Content accessible in, any portable format, including but not limited to DVD, CD-ROM, or Videotape.
- f. Subscriber and/or its Authorized Users are strictly prohibited from making Login Information available in any manner to third parties (including but not limited to individuals otherwise associated with Subscriber who are not Authorized Users).

4. Obligations of Licensor

Licensor shall:

- a. provide the Subscriber, as soon as possible and no later than thirty (30) days after Subscriber's payment to Licensor of the Subscription Fee, with Login Information to enable the Subscriber and its Authorized Users to access the Product and the Content;
- b. use all reasonable endeavors to ensure that the Product has adequate capacity and bandwidth to support the usage by Authorized Users at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web;
- c. use reasonable endeavors to make the Product, the Content and the Website available to the Subscriber and its Authorized Users at all times and on a 24-hour basis, but allowing for routine maintenance or restoration of access to the Product and the Website, as soon as possible, in the event of an interruption or suspension of the service.
- d. Use reasonable endeavors to acknowledge customer support inquiries received by Subscriber within twenty-four (24) hours or the next business day; and shall use all reasonable efforts to expedite resolution of any Product-related technical issues.

5. Withdrawal of Content. Licensor reserves the right at any time to withdraw from the Product any Content, including Third Party Content, for which it no longer retains the rights to use as contemplated in this Agreement, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. Licensor shall provide Subscriber a minimum of thirty (30) days notice prior to withdrawal of any Content from the Product.

6. Payment. Subscriber shall pay the Subscription Fee in full within forty-five (45) days of receipt of invoice from Licensor unless Subscriber and Licensor expressly agree otherwise in writing. All payments to Licensor by Subscriber shall be in United States dollars. Subscriber's failure to pay the Subscription Fee to Licensor shall give Licensor the right to suspend Subscriber's license granted in Section 1 and to terminate this Agreement. Failure of Subscriber to use the Product for the duration of the Term shall not affect the Subscription Fee.

7. Ownership, Copyrights and Trademarks. All Content provided by Licensor is protected by copyright, trademark, and other applicable intellectual property rights laws. The Product is protected by copyright, trademark, and other applicable intellectual property and proprietary rights laws and is owned, controlled, and licensed by Licensor. All other trademarks appearing on the Product are the property of their respective owners and are used pursuant to license or pursuant to the fair use doctrine.

- a. Subscriber acknowledges that ownership in and to the Product, the Website and the Content, including but not limited to video, text, still images and audio materials, and all intellectual property or other proprietary rights therein, shall remain with Licensor or with any third-party Content owners. Subscriber agrees that any and all use of the Content by Subscriber and its Authorized Users is governed by and shall be in compliance with United States trademark and copyright laws. Nothing in this Agreement shall be construed to give Subscriber or its Authorized Users ownership in the Product, the Website or the Content.

- b. Subscriber shall not modify, reverse engineer, decompile or otherwise attempt to create derivative works based on the Product, the Website or the Content.
- c. By subscribing to, accessing or using the Product, the Website and the Content, Authorized Users agree to report to Licensor all claims or suspected claims of copyright or other infringement of Licensor's intellectual property or other proprietary rights, the rights of third parties, and/or any conduct constituting a breach of this Agreement. Claims of infringement should be directed to INTELECOM Intelligent Telecommunications at 150 East Colorado Boulevard, Suite 300, Pasadena, California 91105-1937.

8. Rights of Termination

This Agreement shall terminate immediately:

- a. if Subscriber defaults in making payment of the Subscription Fee provided in this Agreement and fails to remedy such default within sixty (60) days of notification in writing by Licensor;
- b. if either party commits a material breach of any term of this Agreement and fails to remedy the breach within sixty (60) days of notification in writing by the other party;
- c. if the Subscriber commits a willful material breach of Licensor's copyright or other intellectual property rights;
- d. if either party becomes insolvent or becomes subject to receivership or similar external administration;
- e. if the technical services of Licensor are incapable of providing reliable use of the Product and such technical issues cannot be resolved by Licensor within sixty (60) days of notification in writing from the Subscriber; or
- f. if Licensor no longer possesses the right to publish the Product or the Content therein contained.

9. Events upon Expiration, Termination or Cancellation. Upon expiration, termination or cancellation of this Agreement, all rights granted herein shall terminate and revert wholly and automatically to Licensor and all access to and use of Product, the Website and the Content must cease. In no event shall any ownership rights in or to the Product, the Website or the Content be transferred to the Subscriber or its Authorized Users. All benefits in and to the Product, the Website and the Content shall inure to Licensor. In the event of termination or cancellation of the Agreement, Subscriber shall forfeit any and all Subscription Fees paid to Licensor, unless termination or cancellation is due to Licensor's breach of the Agreement or for reasons stated in 8(e) or 8(f), in which case Subscriber shall be entitled to a pro-rated refund of the Subscription Fee for the remainder of the Term.

10. Warranties, Representations and Indemnities

- a. Subscriber hereby warrants and represents that it is fully authorized to enter into and perform its obligations under this Agreement. Subscriber shall indemnify, defend and hold harmless Licensor and the Southern California Consortium for Community College

Television, and their respective officers, directors, employees, agents, and representatives from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of any use of the Product, the Website, or the Content and/or any breach of the warranties, representations, duties and covenants of Subscriber under this Agreement.

- b. Licensor hereby warrants and represents that it is fully authorized to enter into and perform its obligations under this Agreement. Licensor shall indemnify, defend and hold harmless Subscriber from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising from use of the Product, the Website, or the Content. Notwithstanding the foregoing, however, Subscriber acknowledges and agrees, on behalf of itself and its Authorized Users, that Licensor shall have no liability (whether based in contract, tort, strict liability, or otherwise) for any indirect, incidental consequential or special damages arising out of or in any way connected with access to and/or use of the Product, the Website, or the Content, including but not limited to liability associated with any interruption in access and/or any viruses that may infect the equipment used by Subscriber and/or its Authorized Users.

11. Confidentiality. The parties acknowledge and agree that all information concerning each other's business is confidential and proprietary information, and undertake that they will not permit the duplication and disclosure of any such information to any person other than to personnel who require such information for the performance of their obligations covered by this Agreement. This shall not apply to any information which at the time of disclosure is in the public domain; or is made available at any time by an independent third party which has not obtained it directly or indirectly in breach of any confidentiality agreement with either of the parties hereto; or where in the case of confidential information received by Licensor from the Subscriber, Licensor can show that such confidential information was in its possession free from obligations of confidentiality prior to such receipt.

12. Alternative Dispute Resolution

- a. If any dispute arises between the parties regarding this Agreement, and the dispute cannot be resolved by informal consultation between the parties, then either party may demand in writing that such dispute be referred to the chief executive officers of the respective parties, or their designees, for alternative dispute resolution by direct negotiation. Such chief executive officers or their designees shall meet promptly and use diligent and good faith efforts to resolve the dispute within fifteen (15) business days after the written demand.
- b. If any such dispute remains unresolved after such efforts at direct negotiation, then the dispute shall be submitted to confidential binding arbitration. The arbitrator(s) and the rules of arbitration shall be subject to the mutual agreement of the parties. If no agreement is reached, then any party may petition to compel arbitration in any court of competent jurisdiction. Any arbitration award may be entered and enforced as a judgment in any court of competent jurisdiction. The parties shall be entitled to conduct reasonable discovery as permitted by the arbitrator(s), and to seek interim relief, and temporary, preliminary or permanent injunctive relief, in any court of competent jurisdiction during the pendency of the arbitration and/or in order to enforce the terms of any arbitration award.

- c. The direct negotiations and arbitration described above shall take place (a) in Pasadena, California, if initiated by Subscriber, and (b) in the place where Subscriber maintains its principal place of business, if initiated by Licensor.
- d. In any action on this Agreement, including litigation and arbitration, the losing party shall pay all reasonable attorneys' fees and costs and the costs of transportation, food and lodging, incurred by the prevailing party.

13. General

- a. Applicable Law. This Agreement shall be construed and enforced under the laws of the State of California, USA. Subscriber hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of California.
- b. Modification. This Agreement may not be modified or altered except by a written instrument signed by both parties. No waiver of any term or condition of this Agreement, or of any breach of this Agreement or any portion thereof, shall be deemed a waiver of any other term, condition or breach of this Agreement or any portion thereof.
- c. Assignment. Subscriber may not transfer, assign or license this Agreement, and/or any rights under this Agreement, in whole or in part, to any third party without the express prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion. Any such consent, if and when given, shall not relieve Subscriber of any of its obligations under this Agreement.
- d. Notices. Any written notice or delivery under any provision of this Agreement shall be deemed to have been properly made if sent by traceable mail to the address(es) set forth above, except as such address(es) may be changed by notice in writing.
- e. Force Majeure. Neither party's delay or failure to perform any provision of this Agreement, as a result of force majeure or circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any Product infrastructure) shall be deemed to be, or to give rise to, a breach of this Agreement.
- f. Entire Agreement. The parties acknowledge that they have communicated with each other by letter, telephone and/or in person in negotiating this Agreement. However, the parties further acknowledge and agree that this Agreement supersedes and replaces all other communications between them and represents their complete and entire agreement regarding the subject matter hereof.

14. Authority of Signatures. Each person signing this Agreement on behalf of the parties hereto represents and warrants that he or she enjoys the right, authority and legal capacity to enter into this Agreement on behalf of such party, and that no further approvals, consents or ratifications of any officers, boards of directors, or other person or entity is necessary to give full force and effect to this Agreement.

End of General Terms and Provisions