

WORLDBOOKONLINE.COM
INSTITUTIONAL AND BUSINESS SUBSCRIPTION AGREEMENT

This Institutional and Business Subscription Agreement sets forth the terms and conditions of your use of the Site and the Services, each as defined below. Additional terms are contained on the Site. Please read all terms and conditions carefully. By executing this agreement, you agree to be bound by the terms and conditions herein, as well as those contained on the Site.

1. License Grant

a. World Book Online (the "Site") is an on-line information and educational service provided by World Book, Inc. ("World Book") consisting of information, services and content provided by World Book, affiliates of World Book, and third parties. World Book grants to you a non-exclusive, non-transferable license for you and your authorized users ("Authorized Users") to access and use the services ("Services"), identified in the **Subscription Information Form** (following this agreement), on the Site subject to the terms and conditions of: (i) the Terms and Conditions of Use, Privacy Policy and other policies posted throughout the Site (collectively, the "Additional Terms", which are incorporated herein by reference, as the same may be changed from time to time by World Book); and (ii) this Institutional and Business Subscription Agreement. The Additional Terms and this Institutional and Business Subscription Agreement shall be collectively referred to as the "Agreement". In the event of a conflict between the terms of this Institutional and Business Subscription Agreement and any other terms, the terms of this Institutional and Business Subscription Agreement shall control.

b. The right to use the Services is granted only to you and your Authorized Users and is not transferable or assignable to any other person or entity. You may permit multiple workstations to access the Services, but only by Authorized Users. Authorized Users shall be members or affiliates of your organization who are established by reasonable security measures developed by World Book, such as: User ID, "cookies", IP address, referring URL, or library card number. User access to the Services utilizing these security measures shall be maintained by you to prevent unauthorized access to the Services.

c. It is your responsibility to ensure that all use of the Services, including, without limitation, use by Authorized Users, is strictly in compliance with the terms of the Agreement. You acknowledge and agree that home access to the Site utilizing your password is only permitted by an individual for personal use via a private computer in a home. You shall not permit utilization of the Site by another institution or entity. Use of your password by another institution or entity is strictly forbidden and may result in immediate termination of this Agreement.

d. You represent and warrant that the data included in the **Subscription Information Form** is true and accurate as of the date your access to the Services is activated by World Book and that you promptly shall inform World Book in the event that any data included in the **Subscription Information Form** needs to be updated or changed.

2. Usage Obligations

a. Except to the extent expressly provided in this Agreement, you may not copy, use, sublicense, lease or otherwise remarket or distribute by any means now or hereafter available any portion of or content on the Site.

b. You agree:

- (i) to promptly notify World Book if you or your Authorized Users suspect unauthorized use of the Site;
- (ii) that you and your Authorized Users are responsible for the results obtained, and conclusions drawn, from your or your Authorized Users' use of the Site;
- (iii) that you and your Authorized Users will comply with all applicable laws, regulations, or conventions in using the Site;
- (iv) that neither you nor your Authorized Users are a specifically designated individual or entity under any U.S. (or other) embargo or otherwise subject, either directly or indirectly, to any order issued by any agency of the U.S. Government (or any other government) limiting, barring, revoking or denying, in whole or in part,

your or your Authorized User's export privileges and that you will immediately notify World Book in the event you or your Authorized Users become subject to any such order; and

- (v) that neither you nor your Authorized Users will export or re-export any Site content, directly or indirectly, to any countries that are subject to U.S. export restrictions.

3. The Site

- a. The Site is generally available twenty-four (24) hours a day, seven (7) days a week. However, World Book may, at any time, without notice or liability, restrict the use of the Site or limit its availability in order to perform maintenance, update the Site, or for any other reasons World Book deems appropriate.
- b. To the extent that the Site contains links to other web sites or resources ("Third-Party Materials"), your use of such Third-Party Materials shall be governed by any terms and conditions specific to those Third-Party Materials, in addition to this Agreement. The proprietors of such Third-Party Materials may provide technical support of such Third-Party Materials, restrict the use of such Third-Party Materials or limit the availability of such Third-Party Materials for any reason. World Book shall not be liable for any Third-Party Materials.
- c. Title to, ownership of, and all proprietary rights in and to the content contained on the Site are reserved to and will at all times remain with World Book and its licensors. You shall have only those limited license rights with respect to the Site expressly granted to you in this Agreement. All rights not expressly granted herein are reserved to World Book and its licensors.

4. Warranty

The Site and content contained therein are believed by World Book to be accurate as of the date of publication. HOWEVER, WORLD BOOK OFFERS NO GUARANTEE OR WARRANTY THAT EITHER THE SITE OR THE CONTENT THEREIN ARE WITHOUT ERROR. THE SITE AND ITS CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WORLD BOOK EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW**. WORLD BOOK DOES NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE. **IN ADDITION, WORLD BOOK DOES NOT REPRESENT OR WARRANT THAT THE SITE WILL BE FREE OF DEFECTS, INCLUDING WITHOUT LIMITATION, VIRUSES OR OTHER HARMFUL ELEMENTS. THE USER OF THIS SITE ASSUMES ALL COSTS IN CONNECTION WITH ANY SERVICING, REPAIR OR CORRECTIONS CAUSED BY USE OF THE SITE.**

5. Limitation of Liability

IN NO EVENT WILL WORLD BOOK OR ITS LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE SITE OR ANY INFORMATION CONTAINED THEREIN (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOST PROFITS, LOSS OR CORRUPTION OF DATA, OR COMPUTER FAILURE OR MALFUNCTION), REGARDLESS OF THE FORM OF ACTION AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Indemnification

You agree to indemnify, defend and hold harmless World Book (including but not limited to any subsidiaries or affiliates and licensors) from and against any claims or demands, damages, liabilities, costs, charges and expenses, including reasonable attorney's fees, that the indemnitees may incur as result of your use of the Site and/or your violation of any covenant or obligation contained in this Agreement.

7. Charges and Payment

You shall pay to World Book or World Book's designee, as appropriate, all invoiced fees and charges due under the Agreement within thirty (30) calendar days of your receipt of an invoice. You agree to pay all attorney and collection fees arising from efforts to collect any past-due amounts from you to the maximum extent allowed by law.

8. Changes and Notifications

- a. World Book may, at any time, change the Site and/or the content thereof, or the Additional Terms. A summary of any such changes will be provided to you in the "Subscriber News" section of the Site. If you find any change World Book makes to be unacceptable, you may cease using the Site and terminate this Agreement in accordance with its terms. Your continued use of the Site after the effective date of a change constitutes your continued acceptance of the Agreement and the Site, as changed.
- b. It is your responsibility to check the "Subscriber News" section regularly and review any changes made. World Book may, at its discretion, supplement the above notices: (i) by putting a pop-up notice on your screen when you access the Site; (ii) by sending you a letter or e-mail; or (iii) utilizing any other reasonable means.
- c. If World Book needs to contact you regarding your account, World Book shall do so by regular mail or e-mail. If you need to contact World Book concerning the Site or your account, you may contact World Book at sub.questions@worldbookonline.com.

9. Term and Termination

- a. The initial term of this Agreement shall be for the period of one (1) year from the date your access to the Services is activated by World Book.
- b. Either you or World Book may terminate this Agreement and your access to or use of the Services for any reason at any time by giving the other party notice of termination in writing. Such termination shall be effective upon receipt of the notice. World Book may terminate this Agreement and you or your Authorized Users' access to or use of the Services without notice for your non-payment of any amounts due hereunder and for any conduct by you or your Authorized Users that World Book determines in its sole discretion, either (i) violates this Agreement, (ii) interferes with other users' use of the Site, or (iii) is otherwise inappropriate. Upon any termination, your license to use the Services and to access the Site automatically terminates. In the event that this Agreement is terminated by World Book for cause or by you for any reason, any fees or charges paid by you to World Book pursuant to this Agreement will not be refunded or prorated.
- c. Those sections of this Agreement that should by their nature survive termination or expiration of this Agreement, shall survive such termination or expiration

10. Subscription Renewal

This Agreement shall renew for successive additional terms of one (1) year each upon World Book's receipt from you and acceptance of a valid purchase order or other form of payment approved by World Book to extend the term of this Agreement. If no valid payment is received and/or accepted by World Book prior to the expiration of the then-current term, this Agreement will automatically terminate at the end of the then-current term.

11. Miscellaneous

- a. This Agreement (together with any additional terms and any attachments hereto) constitutes the entire agreement between World Book and you, and supersedes all previous written and oral agreements or understandings between the parties with respect to the Services and the Site.
- b. Subject to the terms of this Agreement, any information exchanged between you and World Book while you are using the Site is not confidential and shall in no way create a confidential relationship.
- c. Any terms varying from or adding to this Agreement in any communication from you are void unless expressly agreed to in writing by World Book.

d. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the validity of the remainder of this Agreement will not be affected and each remaining provision of this Agreement will be valid and enforced to the fullest extent of the law.

e. Neither party shall be deemed to have waived any breach by the other party of any of the provisions of this Agreement. The waiver by either party of any breach shall not constitute a waiver of any different or subsequent breach.

f. Nothing contained in this Agreement will be construed to prevent World Book from complying with law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by World Book with respect to such use.

g. This Agreement will be governed by the laws of the State of Illinois without regard to its conflict of law provisions. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts located in Cook County, Illinois, and the parties hereby consent to such jurisdiction and venue.

By signing below, you warrant that you have authority to bind the entity on whose behalf you are signing and acknowledge that you have read, understood and agree to be bound by this Agreement.

SUBSCRIBER: _____

WORLD BOOK, INC.

X: _____

X: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____