



ONLINE LICENSE AGREEMENT

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Scholastic may terminate this Agreement for any or no reason upon 60 days written notice, in which case, all previously paid fees representing unused portions of the term of this license shall be repaid to the Licensee.

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- a. Governing Law - This Agreement shall in all respects be construed and governed by the internal laws of the State of New York.
- b. Complete Agreement - This Agreement is the complete agreement between the parties with respect to its subject matter and supersedes all previous agreements and understandings, whether oral or written, between the parties. This Agreement may not be modified or amended except in a writing signed by both parties.
- c. Severability - The terms of this Agreement are severable, and the invalidity of any provision of this Agreement shall not affect the validity of any other provisions.
- d. Confidentiality - Licensee acknowledges and agrees that the terms and conditions of this Agreement (including but not limited to pricing) shall be kept confidential at all times, and Licensee shall not use or divulge such knowledge to any third party without Scholastic's prior written permission. The terms of this paragraph shall survive the expiration or earlier termination of this agreement.

For LICENSEE: _____ For SCHOLASTIC: _____

TITLE: _____ TITLE: _____

SCHEDULE A

I. LICENSEE

LICENSEE (BILL TO) _____

AS AGENT (Authorizing Person's name) _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ TELEPHONE _____

EMAIL _____ FAX _____

TECHNICAL
CONTACT _____ EMAIL _____ TELEPHONE _____

II. LICENSED CONTENT

BOOKFLIX GOLD

BOOKFLIX SILVER

EXPERT SPACE

COMPLETE GROLIER ONLINE PACKAGE (all 8 databases)

ENCYCLOPEDIA AMERICANA (EA)

GROLIER MULTIMEDIA ENCYCLOPEDIA (GME)

THE NEW BOOK OF KNOWLEDGE (NBK)

LA NUEVA ENCICLOPEDIA CUMBRE (CMB)

THE NEW BOOK OF POPULAR SCIENCE (NBPS)

LANDS AND PEOPLES (LP)

AMERICA THE BEAUTIFUL (ATB)

AMAZING ANIMALS OF THE WORLD (AA)

GROLIER ONLINE READ 180 EDITION (all 8 databases plus *READ 180* Connections)

GROLIER ONLINE ReadAbout EDITION (all 8 databases plus *ReadAbout* Connections)

GROLIER ONLINE READ 180 Stretch EDITION (all 8 databases plus *READ 180* Stretch Connections)

III. LICENSE TERM

TERM: ___ year(s), Start Date: _____ End Date: _____ beginning from date of delivery (authentication).

IV. LICENSE FEES

BASE FEE: Licensee agrees to pay Scholastic the sum of \$ _____ as a fee for access to the Grolier Online Databases specified above and the sum of \$ _____ as a fee for access to the BookFlix content, for a total fee as specified below by patrons of the institution(s) listed in Section I of this Schedule. This fee licenses both on-site and remote access, where technically feasible, for schools, patrons of public libraries and institutions of higher education.

TOTAL LICENSE FEE: \$ _____ P.O. no. _____ (if applicable).

V. LICENSES

License to the Licensed Contents specified in Section II of this Agreement is granted to the sites and/or user populations listed below and shall be subject to the exceptions or limitations listed below under "Additional Information." **Please list each site to be licensed below.**

Note: It is imperative that you list any/all sites below for which you wish to license access.

If there is not sufficient space to list all sites, please add them under "Additional Information". Scholastic also welcomes receiving this information electronically via an MS Excel file. Other sites and/or populations may be added to the license only under the terms of an AMENDED AGREEMENT. If you have questions regarding the submission of the licensed site information, please call Customer Service at 888-326-6546.

Institution Name	User Pop*	Librarian Name & Telephone Number
Email Address		IP Address
Institution Name	User Pop*	Librarian Name & Telephone Number
Email Address		IP Address

Institution Name	User Pop*	Librarian Name & Telephone Number
Email Address		IP Address

Institution Name	User Pop*	Librarian Name & Telephone Number
Email Address		IP Address

Institution Name	User Pop*	Librarian Name & Telephone Number
Email Address		IP Address

*For public libraries, list population of legal service area.

The information requested within Schedule A & B is required to properly authenticate your account.

SCHEDULE B

I. CONNECTIVITY

The information below is required to properly authenticate your account.

IP Addresses:

What is the PUBLIC IP address, or address range, for the user group(s) covered under this Agreement?

Note: If you will require user statistics for individual sites, you must provide a unique, public IP address or address range for each site.

Select one of the following:

(a) Are the addresses listed above shared with nonsubscribing sites? _____

(b) Exclusive to the licensed site(s)? _____

(To verify the information provided, go to a workstation on the network to be authenticated and point your browser at <http://gi.grolier.com/cgi-bin/capipinfo.pl>. The address listed at the top of the form is what the Internet sees from your site.)

II. ADDITIONAL INFORMATION

List additional information here:

Please check here to opt-out of receiving product updates and email promotions

I agree to the terms of the Scholastic Online Content License Agreement.

For LICENSEE: _____ For SCHOLASTIC: _____

TITLE: _____ TITLE: _____

For questions please call:
888-326-6546

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Danbury, CT 06816



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