

**National School Boards Association  
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(Licensee).

**1. Agreement**

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The Licensee agrees to pay the annual access fee of \_\_\_\_\_ in U.S. dollars for a site license from the period \_\_\_\_\_ to \_\_\_\_\_ (Term) for the Licensed Materials listed in *Attachment A*. The access fee must be paid before access to the Licensed Materials will be activated, unless otherwise agreed to in writing by NSBA. This fee is non-refundable except in the event of default by NSBA or as otherwise provided in this Agreement. Licensee shall also be responsible for paying all taxes resulting from its receipt of access to the Licensed Material and related services, except for tax based on income to NSBA.

## **7. Obligations of Licensee**

Unless agreed to by the NSBA, the Licensee will not increase the number of Authorized Users beyond the enrollment figure of \_\_\_\_\_ nor the Authorized Sites beyond the number represented to the NSBA at the time of execution of this Agreement. Licensee understands that increasing the enrollment numbers may impact the licensing fees charged by NSBA. If Licensee fails to pay the additional fees within 30 days of NSBA's invoice, NSBA is entitled to terminate this Agreement and disable Licensee's access to the Content.

Authorized users may access the terms and conditions on the ASBJ website.

Licensee shall make reasonable efforts to prevent Unauthorized Uses of the Licensed Materials. If Licensee receives notice that one or more Authorized Users is acting in violation of the terms of the Agreement, Licensee shall make every effort to enforce this Agreement and shall cooperate with NSBA in investigating and preventing recurrence of any Unauthorized Use.

Licensee shall designate one person to be the administrator under this Agreement on behalf of Licensee and provide NSBA with the name, address, phone number and email address of the administrator. Licensee shall promptly notify NSBA of any change in this information.

Licensee shall designate one person to be Licensee's primary network contact and shall provide NSBA with the name, address, phone number and email address of the network contact. Licensee shall promptly notify NSBA of any change in this information.

Licensee shall promptly notify NSBA of any changes in the IP addresses for its Authorized Sites.

If Licensee makes use of a proxy server to provide access to the Licensed Material, it is understood that use of such proxy server shall be in accordance with the definition of Authorized Users. Licensee agrees to maintain the security of such access by authenticating Authorized Users before allowing use of the proxy to any remote or on-site user.

Licensee is responsible for establishing and maintaining at its own expense any Internet connections, browser software, and any other hardware or software necessary to view the Web Site and the Licensed Materials.

## **8. Obligations of the NSBA**

NSBA shall make the Licensed Material contained in each issue of *American School Board Journal* accessible to Authorized Users on or about the 20<sup>th</sup> day of the previous month listed on the issue cover.

NSBA shall provide Licensee with support by e-mail and telephone during NSBA's normal business hours (Monday-Friday, 9am-5pm ET, except for holidays). The email address to be used by Licensee when seeking support is [lglasco@nsba.org](mailto:lglasco@nsba.org); the telephone number to be used by Licensee when seeking support is (703) 838-6708. Licensee's administrator or primary network contact shall be seeking support on behalf of Licensee. NSBA is not required to respond to support inquiries from individual Authorized Users.

NSBA shall use reasonable commercial efforts to ensure that Licensee has uninterrupted access to the Licensed Material. NSBA will announce any planned period of unavailability due to server maintenance, installation or testing of software, and loading of additional Licensed Material. However, Licensee understands that the Web Site and the Licensed Material may also be unavailable at times due to equipment or service problems or other reasons outside the control of NSBA, including public and private telecommunications services or Internet nodes or facilities. Such unavailability shall not constitute a default by NSBA.

## **9. Mutual Obligations**

Each party shall use reasonable efforts to safeguard intellectual property, confidential information and proprietary rights of the other party. In particular, but without limitation, all terms and conditions of this License Agreement, which are specific to the agreement between the parties, shall be kept strictly confidential.

Each party shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

## **10. Term and Renewal**

This Agreement will continue through the end of the current Term, and will be automatically renewed for subsequent one year Terms unless Licensee provides written notice to NSBA at least 120 days prior to the expiration of the current Term that it does not wish to renew the Agreement. If renewal payment for the Licensed Materials is not received within 30 days of the end of the Term, access to the Licensed Materials will be discontinued at the end of the current Term. Yearly renewal rates will be confirmed by an addendum to this Agreement.

## **11. Termination for Breach**

If either party is in material violation of any term in the Agreement, the other party may send written or electronic notice of the breach. If the breach is not remedied to the nonviolating party's reasonable satisfaction within 7 working days, and if the parties do not agree to extend the remedy period, then the non-violating party may terminate this Agreement effective immediately upon written or electronic notice. Repeated or ongoing episodes of unauthorized use under Section 5, above, will be deemed a material breach of this Agreement by the Licensee. In the event that this Agreement is terminated due to a material breach by the Licensee, no refund of access fees will be made.

## **12. Warranties, Disclaimer and Limitation of Liability**

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NSBA will make reasonable efforts to assure that its vendor will provide continuous access to the Licensed Materials and correct any performance problem brought to its attention, but NSBA will not be liable for any delay, interruption, down time, or other failure of performance. Likewise, NSBA will not be liable to Licensee for any loss or damage (incidental, consequential, punitive, or otherwise) arising out of the use of, or the inability to use, the Licensed Materials.

The Licensee assumes sole responsibility for all use of the Licensed Materials and agrees to indemnify and hold the NSBA harmless from any claim, liability, or loss arising from their Unauthorized Use.

### **13. General**

This Agreement constitutes the entire understanding of the NSBA and the Licensee as to its subject matter and may not be modified without the express written consent of both parties.

This Agreement will be governed by the laws of the Commonwealth of Virginia, and venue shall be in the courts of competent jurisdiction located in Virginia.

If any provision of this Agreement is held void or unenforceable, the remaining provisions shall remain in full force and effect and shall be read as if the void or enforceable provisions had been omitted originally.

If any action at law or equity is necessary to construe, interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs, and disbursements, in addition to any other relief to which the prevailing party may be entitled.

In the event either party shall fail or refuse to perform its obligations under this Agreement, the other party shall have, in addition to any other remedy available at law or in equity, including but not limited to monetary damages, the right to an injunction or specific performance, as the case may require.

No claim may be made against NSBA by Licensee arising out of or relating to this Agreement unless suit is filed thereon within one year after the event giving rise to the claim.

The failure of a party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

This Agreement shall not be assigned by Licensee to any other person or entity without NSBA's prior written consent. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and approved assigns.

All notices and other communications pursuant to this Agreement shall be in writing. Unless this Agreement expressly provides for communication by another method, notices shall be deemed given when (i) delivered by personal delivery; (ii) sent by express courier service such as Federal Express; or (iii) mailed by registered or certified mail, postage prepaid, return receipt requested. Notices shall be sent to the following addresses or to such other address as a party may designate:

To: NSBA  
1680 Duke Street  
Alexandria, VA 22314  
Attention: Liana L. Glasco  
Telephone: (703) 838-6708  
Fax: (703) 548-5560  
Email: lglasco@nsba.org

To: Licensee

The provisions of Sections 3, 5, 7, 9, 11, 12 and 13 shall survive the expiration or termination of this Agreement and shall remain valid and binding in perpetuity.

ACCEPTED:

Licensee \_\_\_\_\_

Authorized Licensee Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name of Authorized Signer: \_\_\_\_\_

NSBA: \_\_\_\_\_  
Joseph Villani, Deputy Executive Director

## Attachment A

This Agreement covers the following Licensed Materials:

Publication: American School Board Journal

Web site: [www.asbj.com](http://www.asbj.com)

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

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**Authorized Sites:**

**Location**

**Address**

**IP Address**  
(Separate levels by periods)

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