

**LICENSE AGREEMENT
BETWEEN THE ARCHITECTURAL INDEX and SUBSCRIBING INSTITUTION**

This document must be printed, signed, and returned to The ARCHITECTURAL INDEX to initiate access.

1. Scope of License, Subscribing Institution Use Restrictions

Under this Agreement, Subscribing Institution is granted a nonexclusive, revocable, nontransferable right and license to access and use the ARCHITECTURAL INDEX data made available to Subscribing Institution on the World Wide Web via the Subscribing Institution's Internet protocol addresses (IP addresses) up to the authorized number of workstations and, in connection with the foregoing, to permit Subscribing Institution's Authorized Users to access the data and:

- a. make searches of the data;
- b. make less than 24 copies of the output of any search;
- c. to share such hard copy with third parties to the same extent as the print edition or to the extent permitted under fair use provisions of the Copyright Act of 1976;

Except as expressly permitted herein, all other uses of the database or any portion thereof, including republication, resale, systematic reproduction, or storage in a searchable, machine-readable database, or time-share of the ARCHITECTURAL INDEX database require written permission of the ARCHITECTURAL INDEX.

2. Authorized Users

Authorized Users must be employees, faculty, staff, and students officially affiliated with the Subscribing Institution and patrons of the Subscribing Institution's library facilities. This includes occasional users who access ARCHITECTURAL INDEX through stations physically located on the site and under the control and administration of the Subscribing Institution. Authorized Users also includes persons affiliated with remote sites or campuses of the Subscribing Institution that are administered from the Subscribing Institution's site or campus, but not persons affiliated with remote sites or campuses that have separate administrative staffs. This Agreement is enforceable only against and by the parties who have executed it; the Agreement neither creates nor restricts rights to third parties. ARCHITECTURAL INDEX understands that the Subscribing Institution is unable to practically enforce the terms of the Agreement for third parties. However, ARCHITECTURAL INDEX asks that the Subscribing Institution agree to make reasonable efforts to take appropriate action should they become aware of any misuse that would violate the terms of the Agreement and that the Subscribing Institution continue to promote an environment that does not allow for abuse of the terms of the Agreement.

This Agreement does not permit use of The ARCHITECTURAL INDEX data web site on more than one campus or sharing of this resource among a regional consortium. If The ARCHITECTURAL INDEX at any time determines in its sole discretion that the range of IP addresses claimed by the Subscribing Institution represents more than one campus, it may terminate this Agreement forthwith by notice to the Subscribing Institution. This Agreement does not permit access by unauthorized users through the Subscribing Institution's web site.

3. Terms and Fees

This agreement will last through the end of the time period noted below. This Agreement will remain in effect thereafter for successive subscription terms so long as annual subscription fees are paid, subject to any new terms and/or conditions required by ARCHITECTURAL INDEX at that time and shared with Subscribing Institution 30 days in advance. Both ARCHITECTURAL INDEX and Subscribing Institution have the right to terminate this Agreement at the end of a subscription period by written notice given at least 30 days before the end of the subscription period. ARCHITECTURAL INDEX reserves the right to suspend or terminate access to The

ARCHITECTURAL INDEX under this Agreement without prior notice if the Subscribing Institution violates any term of this Agreement

4. Disclaimer of Warranties -- Limitation of Liability

The subscribed database is provided "AS IS" without any warranties of any kind either express or implied, including but not limited to, warranties of design, merchantability or fitness for a particular purpose, or arising from a course of dealing, usage, or trade practice.. Further, The ARCHITECTURAL INDEX does not warrant that the Subscribing Institution's or any Authorized User's use of the subscribed database will be uninterrupted or error free, or that the results obtained will be useful or will satisfy the Subscribing Institution's or any Authorized User's requirements. Subscribing Institution's sole and exclusive remedy for damages and/or loss in any way connected with this License shall be limited to the amount of the License Fee. Under no circumstances shall The ARCHITECTURAL INDEX be liable to Subscribing Institution or any other person, including but not limited to authorized users, for any special, incidental, or consequential damages of any character, including without limitation, damages arising out of inability to access The ARCHITECTURAL INDEX data or errors or inaccuracies in the database content. Additionally, The ARCHITECTURAL INDEX shall not be liable or deemed to be in default for any delay or failure in performance or interruption resulting directly or indirectly from any cause or circumstance beyond the reasonable control of The ARCHITECTURAL INDEX; equipment or telecommunications failure ; labor dispute; or failure of any third party to perform any agreement with The ARCHITECTURAL INDEX that adversely affects The ARCHITECTURAL INDEX's ability to perform its obligations hereunder.

The disclaimers and limitations stated herein apply not only to the Subscribing Institution as such but to all Authorized Users.

5. Copyright

The Subscribing Institution acknowledges that it has no claim to ownership by reason of its use of or access to the subscribed ARCHITECTURAL INDEX database. Except as otherwise provided herein, the database and its content are owned by The ARCHITECTURAL INDEX and are protected by the U.S. Copyright Laws and International Treaty provisions. Downloading or copying of content is permitted to allow Subscribing Institution and its Authorized Users to exercise its rights under this Agreement to the same extent as the print edition of the database. Other recompiling, copying, publication, or republication of the content, or any portion thereof, in any form or medium whatsoever, may be done only with the specific written permission from ARCHITECTURAL INDEX.

6. General

This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments, and understandings. The various headings in this Agreement are informational only and do not limit the scope or content of the subject matter contained therein. No waiver, amendment, or modification of this Agreement shall be effective unless it is in writing and signed by the parties hereto. The Subscribing Institution may not assign or transfer its rights under this Agreement. Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect to read and to be construed as if the void or unenforceable provisions were originally deleted. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the Colorado, excluding that body of laws dealing with conflict of laws. Venue shall be the courts of competent jurisdiction located in Colorado.

Subscribing Institution's name: _____

More than one IP number and more than five work stations for one location only for 1 year from the date of this agreement.....\$250.00

Only one IP number/ work station with unlimited use for one location and work station only for 1 year from the date of this agreement.....\$75.00

Subscribing Institution's IP number/s or range _____

Authorized Signature: _____

Title of Authorized Signer: _____

Date: _____

Library contact person: _____

E-mail: _____

Web Site URL _____

Phone: _____ Fax: _____

Return a signed copy of this license to:

*Ervin Bell
The ARCHITECTURAL INDEX
3498 Iris Court
Boulder, CO 80304 USA
Voice (303) 449 7031
Fax (303) 449 3748
E-mail: ervbell@archindex.com*

If you wish us to return a countersigned copy to you, please note where you would like it sent:

