AFTER CAREFUL REVIEW OF THIS DOCUMENT AND ACCEPTANCE OF ITS TERMS AND CONDITIONS, THE RECIPIENT SHOULD EXECUTE TWO (2) COPIES, INITIAL EACH OF THE PAGES, AND RETURN THE DOCUMENT BY COURIER TO PILA AT THE ADDRESS IN SECTION 26 (NOTICES).

CROSSREF METADATA SERVICES AFFILIATE LICENSE AGREEMENT

This Authorized Affiliate License Agreement ("Agreement"), effective on the date below (the "Effective Date"), is by and between The Publishers International Linking Association, Inc., doing business as CrossRef ("PILA") and the party listed below (the "Authorized Affiliate"), and sets forth the terms and conditions under which PILA may permit eligible entities to participate in CrossRef Metadata Services (described below). Criteria for eligible entities are set forth in paragraph 2, below.

Company (Authorized Affiliate): Business Contact:		
Address:		
Ph:	Fax:	
Email:	Effective Date:	

- 1. Introduction. PILA collects, manages and maintains a database containing regularly updated information (collectively, "Metadata") from certain publishers ("CrossRef Member Publishers") that describes and identifies content ("Content") as well as of the associated digital identifiers ("Digital Identifiers") that point to the location of certain Content on the Internet ("Enabled Content"). The Digital Identifiers and associated Licensed Metadata (as defined on Appendix A) for Enabled Content is made accessible on an aggregated basis to authorized participants in CrossRef Metadata Services (CMS). CMS is being offered by PILA in order to promote linking, through use of the CrossRef-assigned Digital Identifier, to the final version of a work that has been accepted, edited and published in print and/or digital form (the "Definitive Version") of Content published by CrossRef Member Publishers, and to assist CrossRef Member Publishers in disseminating Metadata and Digital Identifiers associated with the publications of the CrossRef Member Publishers to authorized users. The Authorized Affiliate may be provided with access to the Licensed Metadata and Digital Identifiers, solely for the term and for the purposes set forth in this Agreement between PILA and the Authorized Affiliate. This Agreement sets forth the terms and conditions pursuant to which an Authorized Affiliate may access aggregated Licensed Metadata and Digital Identifiers for use solely in connection with the Authorized Service(s) identified and described on Appendix B to this Agreement.
- 2. <u>Eligible Entities.</u> In order to qualify as an Authorized Affiliate, an entity must offer an Internet based Authorized Service that:
 - **a.** does not charge publishers or users directly for links or referrals from the Authorized Service to Enabled Content; and
 - **b.** conforms with the terms and conditions of this Agreement.
- 3. <u>License.</u> Subject to the payment by Authorized Affiliate to PILA of the applicable annual fee as set forth in Section 5 below, and provided further that the Authorized Affiliate is not in breach of any terms and conditions of this Agreement, PILA hereby grants to the Authorized Affiliate a nonexclusive, worldwide, revocable right to use Licensed Metadata and Digital Identifiers defined on Appendix A solely for the purposes described in the License Grant set forth on Appendix A in the Authorized Service.
- 4. <u>Limitations on Use.</u> The Authorized Affiliate acknowledges and agrees that it may make no use of the Digital Identifiers and Licensed Metadata except as expressly permitted in Section 3 above. Without limiting the generality of the foregoing, the Authorized Affiliate specifically acknowledges and agrees that:
 - **a.** it will not use the Digital Identifiers and Licensed Metadata to create duplicate journal issue tables of contents with links to any version of the full text article other than the Definitive Work;
 - it will not redistribute, resell or repurpose or otherwise make any use of the Licensed Metadata and Digital Identifiers, except as expressly permitted by the terms of this Authorized Affiliate Agreement;
 - c. it will not insert journal titles for display purposes into search results or other display items from the Authorized Service that describe and point to content items that do not include the Definitive Version as made available by the Participating CrossRef Member Publisher.
- 5. <u>Payments.</u> In consideration of the licenses granted herein, Authorized Affiliate agrees to pay to PILA the applicable annual fee displayed on the PILA web site, within sixty (60) days of the Effective Date of this Agreement. The applicable fee is intended to cover a full 12-month period and will be prorated as appropriate. The applicable annual fee shall be due within thirty (30) days of the commencement of each renewal term (i.e. on

or before January 30 of each year during the term). PILA reserves the right to make changes to the fee schedule, on reasonable notice to Authorized Affiliate, such changes to take effect as of January 1 of the year following the year in which such notice is given. The applicable annual fee in effect as of the date of the Agreement is attached as Exhibit 1.

- 6. <u>Updates.</u> From time to time thereafter, PILA shall update or make available new Licensed Metadata and Digital Identifiers as well as modifications to existing Licensed Metadata ("Updates"). PILA shall determine in its sole discretion the scope, extensibility, particulars, included fields and the like of Licensed Metadata to be provided hereunder, as well as the timing and regularity of Updates.
- 7. **Obligations of Authorized Affiliate.** The Authorized Affiliate acknowledges and agrees that:
 - a. the Authorized Service will (i) use the Digital Identifiers and Licensed Metadata to display obvious, executable links to Definitive Versions of published content whenever Licensed Metadata for that content is displayed, and (ii) include an active link to Enabled Content via the Digital Identifier in cases where the Authorized service displays the Licensed Metadata;
 - **b.** the rights granted to it herein to use the Digital Identifiers and Licensed Metadata do not include any rights to crawl or otherwise gain access to publisher content. Rights for access to and use of the full text and/or abstracts associated with a particular Digital Identifier must be acquired directly from the publisher or copyright owner that owns and controls such rights;
 - **c.** in the case of multiple versions of the same content being grouped within one result provided to a user, the Definitive Version will be listed before any other versions of the same content;
 - **d.** in cases where the results provided to the user include references or links to types of materials other than Definitive Versions, the Definitive Versions listed in the results shall be so designated;
 - e. it must comply with the copyright laws of the countries in which the relevant services are available;
 - **f.** it will, upon receipt of written notification from a CrossRef Member Publisher, remove from its services any unauthorized copies of the copyrighted material identified by such publisher; and
 - g. it will comply with the additional obligations, if any, set forth on Appendix B to this Agreement.
- 8. <u>Removal of Licensed Metadata</u>. Any PILA member publisher may separately notify PILA or the Authorized Affiliate that such member publisher has elected to exclude the Metadata associated with its content from the Digital Identifiers and Licensed Metadata. Promptly upon receipt of notice from the member publisher or from PILA of such election, the Authorized Affiliate will remove all Licensed Metadata and any data or results from provided Licensed Metadata from the Authorized Service.
- 9. <u>Technical Requirements.</u> PILA may establish certain technical requirements governing the delivery and updating of records and files ("Technical Requirements"), which it reserves the right to modify from time to time in its discretion. Authorized Affiliate agrees to comply with any and all Technical Requirements at all times, which shall be set forth at <u>www.crossref.org</u> or successor Websites (the "PILA Website") or otherwise communicated to the Authorized Affiliate.
- 10. <u>Additional Obligations of Authorized Affiliate.</u> Authorized Affiliate agrees at all times to keep up to date and synchronized with all of the currently available Licensed Metadata and Digital Identifiers. Authorized Affiliate further agrees to comply with any PILA request to remove, delete, modify, or otherwise change any record, data or information.
- 11. Term and Termination.
 - a. This Agreement shall commence upon the Effective Date and shall continue through December 31 of the current year, and shall thereafter be automatically renewed according to the terms of the then-most-recent version for consecutive 12–month periods. Either party may terminate the Agreement (i) without cause within thirty (30) days of the end of the current year or any subsequent twelve (12) month period, or (ii) at any time for material breach that remains uncured following thirty (30) days written notice or is not reasonably capable of cure.
 - **b.** In the event that Authorized Affiliate fails to comply with any of the provisions set forth in sections 2, 3, 4, 5, 7 and 8 above, PILA may terminate this Agreement forthwith by sending a written notice of termination to the Authorized Affiliate.
 - c. After the termination (for any reason) or expiration of this Agreement, PILA may demand that Authorized Affiliate shall purge all discrete, identifiable copies of the Licensed Metadata in the aggregate from its system; provided however that Authorized Affiliate shall not be required to purge Licensed Metadata that has been integrated into the Authorized Service as permitted under

the terms of this Agreement. Upon request by PILA, the Authorized Affiliate shall certify in writing to PILA that no discrete, identifiable copies of the Licensed Metadata in the aggregate remain in its possession, custody or control. Authorized Affiliate agrees to promptly comply with any such PILA demand.

 <u>Technical Support; Maintenance.</u> PILA shall provide no technical or other support or maintenance to Authorized Affiliate or any third parties under this Agreement. The parties may enter into a separate maintenance agreement.

13. PILA DISCLAIMERS; NO WARRANTIES.

a. THE METADATA, DIGITAL IDENTIFIERS AND ANY ASSOCIATED SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

b. PILA NEITHER GIVES NOR MAKES ANY WARRANTIES OR REPRESENTATIONS UNDER OR PURSUANT TO THIS CONTRACT.

c. THE AUTHORIZED AFFILIATE TAKES A QUITCLAIM TO ALL OF THE METADATA, DIGITAL IDENTIFIERS, DOI SITEMAP AND ANY ASSOCIATED SOFTWARE.

d. PILA DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS THAT THE METADATA, DIGITAL IDENTIFIERS, DOI SITEMAP OR ANY SOFTWARE WILL MEET THE AUTHORIZED AFFILIATE'S PARTICULAR REQUIREMENTS OR THAT THE OPERATION OF ANY SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

e. THE AUTHORIZED AFFILIATE ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF ALL OF THE METADATA, DIGITAL IDENTIFIERS, DOI SITEMAP AND SOFTWARE.

- 14. <u>Ownership.</u> Authorized Affiliate acknowledges and agrees that as between Authorized Affiliate and PILA, PILA owns or has superior right(s) in and to the Licensed Metadata as well as to any and all associated services, software, methods of operation, processes, know-how, and intellectual property rights, including without limitation, all patent, copyright, trade secret and trademark rights associated therewith, as well as any and all derivative works related thereto, including without limitation the reference linking services known as CrossRef (www.crossref.org). Subject only to the specific grant of rights contained in this Agreement, Authorized Affiliate may not provide, transfer, acquire or retain any rights (including all related copyrights, database compilation rights, trademarks, trade names, and other intellectual property rights, currently in existence or later developed) in any Licensed Metadata, Digital Identifiers, or associated software.
- 15. <u>Copvright Notices.</u> Authorized Affiliate agrees to reproduce and include the copyright notices of PILA and/or any third party on any and all copies of the Licensed Metadata and associated software, as well as on all documents or programs that Authorized Affiliate may prepare that include any part of the Licensed Metadata or associated software. From time to time and upon reasonable prior notice, Authorized Affiliate agrees to permit PILA to conduct reasonable inspections, and/or to provide requested information or documentation, to confirm its compliance with the foregoing.
- 16. <u>Confidential Information</u>. Each party agrees that in anticipation and during the course of this Agreement, information that is confidential or proprietary may be disclosed to the other party ("Confidential Information"). Confidential Information shall include without limitation any software code as well as all documentation provided to Authorized Affiliate under this Agreement, and any ideas, methods of operation, processes, API's and knowhow associated therewith, as well as derivatives thereof, as well as the terms and conditions, including the fees and fee structure, of the Agreement. Confidential Information shall not include information that the receiving party can demonstrate: (a) is, as of the time of its disclosure, or becomes thereafter, without any violation of this Agreement, part of the public domain through a source other than the receiving party; (b) was known to the receiving party as of the time of its disclosure; (c) is independently developed by the receiving party, without under a confidential Information of the other party; or (d) is subsequently learned from a third party not under a confidentially obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a 'need-to-know' in connection with this Agreement. Each party shall notify its employees and third party consultants of their confidentiality obligations.
- 17. <u>Injunctive Relief</u>. Authorized Affiliate acknowledges that the Licensed Metadata, Digital Identifiers, associated software and related Confidential Information is unique property of extreme value and the unauthorized disclosure or use of any of the foregoing would cause PILA irreparable harm that could not be compensated by monetary

damages. Accordingly, Authorized Affiliate agrees that PILA may seek temporary, preliminary and permanent injunctive relief without the posting of a bond or security to remedy any actual or threatened unauthorized use or disclosure of any of the foregoing in addition to any other damages PILA can demonstrate.

18. Limitation of Liability.

a. IN NO EVENT SHALL PILA OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE METADATA, DIGITAL IDENTIFIERS, DOI SITEMAP OR ANY ASSOCIATED SOFTWARE BE LIABLE OR RESPONSIBLE FOR ANY LOSS OR INACCURACY OF DATA OF ANY KIND NOR FOR ANY LOST PROFITS, LOST SAVINGS, OR ANY OTHER DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED IN ANY WAY TO THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF PILA OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY CLAIM OR CAUSE WHATSOEVER WHETHER SUCH CLAIM OR CAUSE IS IN CONTRACT, TORT, OR OTHERWISE. THE AGENTS AND EMPLOYEES OF PILA ARE NOT AUTHORIZED TO MODIFY WARRANTIES OR REPRESENTATIONS, OR THE DISCLAIMERS THEREOF, OR TO MAKE ADDITIONAL WARRANTIES OR REPRESENTATIONS BINDING ON PILA. ACCORDINGLY, ADDITIONAL STATEMENTS, WHETHER WRITTEN OR ORAL, DO NOT CONSTITUTE WARRANTIES OF PILA AND SHOULD NOT BE RELIED UPON AS A WARRANTY OF PILA.

c. WITHOUT LIMITING THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, THE BREACH OF THE AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS PROVIDED HEREIN, ALL REMEDIES, INCLUDING, WITHOUT LIMITATION, THE TERMINATION OF THIS AGREEMENT AND ALL OF THE REMEDIES PROVIDED BY LAW SHALL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE.

- 19. Indemnification by Authorized Affiliate. Authorized Affiliate, at its own expense, shall indemnify, defend and hold harmless PILA, its officers, directors, employees, and agents ("PILA"), from and against any claim, demand, cause of action, debt or liability, costs and expenses, including without limitation reasonable attorneys' fees, arising out of a breach of Authorized Affiliate's obligations hereunder and any use whatsoever of the Licensed Metadata, Digital Identifiers, or associated software by Authorized Affiliate. Authorized Affiliate will not make any representations, warranties or guarantees to customers or potential customers regarding PILA's services or products except as specifically set forth in the written sales and marketing documentation that may be provided to Authorized Affiliate by PILA.
- **20.** <u>Assignment</u>. Neither party shall have the right, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, to assign this Agreement or any portion thereof.
- 21. <u>Relationship of Parties</u>. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.
- 22. <u>Publicity</u>. Neither party shall have the right to use the other party's name without obtaining the other party's prior written consent, provided however, that either party shall have the right to use the other party's name in press releases, advertising or marketing materials.
- 23. <u>No Third Party Beneficiaries</u>. Each party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than PILA or Authorized Affiliate.
- 24. <u>Survival</u>. Sections (and the corresponding subsections, if any) 4, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 23, 24, 25, 26, 27, 28, 29, 30 and 31 and any payment obligations shall survive the expiration or termination of this Agreement for any reason.
- 25. <u>Counterparts</u>. This Agreement may be executed in two counterparts, each of which shall be an original; but such counterparts shall together constitute one and the same instrument.

26. <u>Notices</u>. Written notice under this Agreement shall be effective if sent by to the party's address as follows: (i) by personal service on the same day, or (ii) by internationally recognized courier (*e.g.*, FedEx, UPS) on the next business day following the scheduled delivery date.

To PILA: Mr. Ed Pentz Executive Director, CrossRef 50 Salem Street Lynnfield, MA 01940 (fax) (781) 295-0077

If to Authorized Affiliate, to the name and address listed on the first page of this Agreement, with a copy to "General Counsel/Legal Department" at the same address.

- 27. <u>Governing Law, Jurisdiction</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law. All disputes and/or legal proceedings arising out of or relating to this Agreement shall be maintained in courts located in New York, New York. The parties consent to the personal jurisdiction of said courts, and agree to accept service as provided by the "notice" terms of section 26 (Notices).
- **28.** <u>Severability</u>. The invalidity or unenforceability of one or more provisions of this Agreement shall not affect the validity or enforceability of any of the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 29. <u>No Waiver</u>. No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained.
- **30.** <u>Headings</u>. The headings of the sections and subsections used in this Agreement are included for convenience only and are not to be used in construing or interpreting this Agreement.
- 31. Entire Agreement. This Agreement, including any Exhibit or Appendix attached hereto, sets forth the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, understandings, promises and representations made by either party to the other concerning the subject matter hereof and the terms applicable hereto. This Agreement may not be released, discharged, amended or modified in any manner except by an instrument in writing signed by both parties hereto.

ACCEPTEI) AND AGREED:		
	Publishers International Linking Association, Inc.		
[AUTHORIZED AFFILIATE]			
By:	By:		
[Signature]	[Signature]		
[Print Name & Title]			
[Date of Execution]	[Date of Execution]		

APPENDIX A CMS AFFILIATE LICENSE AGREEMENT ENHANCED LICENSE TERMS

- 1. Licensed Metadata and Digital Identifiers. For purposes of this Agreement, (i) "Licensed Metadata" means the Metadata PILA collects, manages and maintains in a database containing regularly updated information from those CrossRef Member Publishers that have chosen the participate in the CMS Affiliate Enhanced License (the "Participating CrossRef Members"), which Metadata describes and identifies Content; and (ii) "Digital Identifiers" means the associated Digital Identifiers that point to the location of Enabled Content of the Participating CrossRef Members on the Internet.
- 2. License Grant. Authorized Affiliate may use the Licensed Metadata and Digital Identifiers solely to (i) display the fully formed citation to a work, which citation must include a link to the Definitive Version of a work using the Digital Identifiers, (ii) verify and enhance metadata previously obtained or independently developed by the Authorized Affiliate, (iii) enhance the process of indexing the Enabled Content, (iv) redisplay Licensed Metadata and Digital Identifiers in the Authorized Service as part of a link to the Definitive Version, (v) use Licensed Metadata to develop citation metrics and to report the results of such measurement to users of the Authorized Service, and (vi) such other uses, if any, as may be specified on this Appendix A.
- 3. Additional Permitted Uses, In addition to the uses permitted by Section 3 of this Agreement and Section 2 of this Appendix A, the Authorized Affiliate may use the Licensed Metadata and Digital Identifiers as follows: None
- 4. Additional Obligation of PILA. Provided that the Authorized Affiliate is in compliance with all of the terms and conditions herein, within forty-five (45) days of the Effective Date, PILA shall provide to the Authorized Affiliate a list of the Participating CrossRef Member Publishers (which list shall specify any member limitations, if any, on titles and/or years to be included), and shall transfer or make available Licensed Metadata and Digital Identifiers for such Participating CrossRef Member Publishers.
- 5. Additional Obligations of Authorized Affiliate. In addition to the obligations set forth in Section 7 of this Agreement, the Authorized Affiliate will indicate on the Authorized Service that the underlying data for the service was obtained from CrossRef Metadata Services, and will identify what content is included in CMS by means of a link to a page on the CrossRef web site to be provided by PILA to the Authorized Affiliate. Notwithstanding the foregoing, the Authorized Affiliate acknowledges and agrees that the Authorized Service is in no way endorsed or approved by PILA and that the Authorized Affiliate may not claim or imply such endorsement.

	ACCEPTED AND AGREED:				
	[AUTHORIZED AFFILIATE]	Publishers International Linking Association, Inc			
By:	[Signature]	By: [Signature]			
	[Print Name & Title]				
	[Date of Execution]	[Date of Execution]			

APPENDIX B CMS AFFILIATE AGREEMENT DEFINITION OF AUTHORIZED SERVICE

1. Description of Authorized Service:

ACCEPTED AND AGREED:				
[AUTHORIZED AFFILIATE]	Publishers International Linking Association, Inc.			
By:[Signature]	By:[Signature]			
[Print Name & Title]				
[Date of Execution]	[Date of Execution]			

EXHIBIT 1 FEE SCHEDULE

2012 CrossRef Metadata Services Annual Membership Fees

CrossRef Metadata Services Affiliate*					
Total Revenue	< \$1 mil	\$1 - 10 mil	>\$10 mil		
Basic License Non-member (existing Affiliate Local Host)	\$2,000	\$10,000	\$30,000		
Basic License Member (existing Member Local Host)	\$1,000	\$5,000	\$15,000		
Enhanced License (existing CMS Affiliate)	\$3,000	\$15,000	\$40,000		

Applicable 2012 Annual Fee: _____