THE LICENCE AGREEMENT

Between

Brepols Publishers N.V., having its principal offices at Begijnhof 67, B-2300 Turnhout, Belgium
and registered in the Turnhout Register of commerce: HR Turnhout 84.624
Hereafter called the "Publisher"

and

the Licensee
[Organisation + department(s)]   ………………………………………………
with its principal office at
[address]   ....………………………………………
………………………………………………………………………
Hereafter called the "Licensee"

This agreements sets out the terms and conditions under which the Publisher shall provide online
access to the Database(s) specified in the annexe(s) and available on the BREPOLiS-website

Section 1. Definitions

Under this licence agreement, the terms used hereafter are defined as following:

"Database": the collection of systematically arranged data which are individually accessible by
electronic means.

"The Authorized Users": those persons who have access to and use of the Database through the
Licensee's network, object of this Agreement, in their relationship with the Licensee. Those persons
can only be:

- All staff members employed by the Licensee, including temporary staff members

- Students accredited by the Licensee; registered users of the library

- Visitors consulting the Database on-site, in the library/or on the campus, excluding remote
  access from outside campus or library buildings.

"IP address": a unique string of figures which identifies the computer of an Internet user.

"Extraction": the permanent or temporary transfer of all or a substantial part of the contents of the
Database to another medium by any means or in any form.

"Re-utilization": any form of making available to the public all or a substantial part of the contents
of the Database, by distribution of copies, by renting, by on-line or other forms of transmission.

"Education": the systematic and - according to accepted principles - organised transfer of elementary and comprehensive knowledge and skills by appointed and competent teachers to individuals or to a group of persons gathered together for that purpose.

"Scientific research": the investigation of any subject of scholarship.

"Substantial part": any part of the Database that can stand on its own as a coherent body of data which can be relevant for a larger audience or that represents a considerable amount of data from the Database.

"Insubstantial part": any part of the Database which can not be considered to be a substantial part of the Database.

"Force majeur event": fire, flood, earthquake, elements of nature or Acts of God, acts of war, terrorism, riots, civil disorders, strikes, lockouts, labour difficulties, or any other similar cause beyond the reasonable control of a (non-performing) party.

Section 2. Object and nature of the agreement.

Under this agreement, the Publisher agrees to grant to the Licensee a non-exclusive and non-transferable licence to have on-line access to the Database and to make use of the Database. The Publisher also grants the Licensee the right to authorize Authorized Users to access and make use of the Database. The licence level, the subscription price and the list of Licensee's Authorized Users (or Authorized Users groups) are specified in Annexe hereto.

Section 3. Access

The Database is being accessed via the url "http://www.brepolis.net".

Annexed hereto is a list of IP-addresses which corresponds to the Licensee's Authorized Users (or Authorized User groups.) The Publisher grants the Authorized Users of the Licensee access to the Database via those IP addresses after payment of the subscription fee.
Changing or adding IP-addresses can only be done after written agreement between the Publisher and the Licensee. In that case the Publisher is entitled to charge administrative costs and to review the subscription level. The Publisher will not exercise this right unreasonably.

If the list of IP addresses cannot be attached at the moment of signature, the Licensee and the Publisher will agree upon the maximal number of IP addresses and/or IP address ranges which the Licensee may submit and which the Publisher has to accept.

The Publisher undertakes to facilitate the access to the site as much as possible, however without any guarantee. In case of difficulties of access to the site, the Publisher will endeavour with all reasonable means to solve the difficulties as soon as possible and restore access to the Database.

The Publisher and the Licensee undertake to make the Database accessible for Authorized Users only.

The Publisher and the Licensee undertake to take the necessary steps to avoid that third or unauthorized parties would access and use the Database.

If:

- the Publisher establishes or should have a reasonable suspicion that unauthorized Users or third parties access and use or possibly use the Database or if

-the Licensee informs the Publisher of such an unauthorized use by telephone, by written or by any other means,
the Publisher will immediately block the IP address that has been used to access the Database without prior notification by the Licensee. The Publisher informs the Licensee of this measure as soon as possible, together with an explanation of the grounds of this measure.

The Licensee is entitled to provide the Publisher immediately with a new IP address. The latter undertakes to accept the new IP address and to grant access to the Database via this address if the Licensee has taken all necessary steps in order to avoid more unauthorized accesses.

The costs of blocking the IP address and granting a new access together with the damage caused by the unlawful use of the Database are at the expense of the Licensee, except if the Licensee evidences that he cannot be held liable (neither directly nor indirectly) for the unauthorized access to the Database.

The Licensee disposes of one month to settle the above mentioned costs to the Publisher. The period of one month shall run from the first working day after notification of the statement of costs by the Publisher to the Licensee.

If the Licensee has no responsability at all in regard with the unauthorized access, the costs are at the expense of the Publisher.

Section 4. Warranty - Rights of the Licensee and the Authorised User.

The Publisher guarantees to the Licensee that he has full rights to grant access and use of the Database to the Licensee. All copyright rights to the content and design of the Database and of the Brepolis environment, the search page and other interfaces, designs and lay-out as well as names, trade marks and logos are owned by the Publisher and/or her partners. The Licensee shall use its best efforts to safeguard the intellectual property and proprietary rights of the Publisher.

The Licensee's Authorized Users are authorized to access the Database by using an IP address, recognized by the Publisher (cf. section 3). These rights are not extended to Licensee's subsidiaries, parent organizations or to any other affiliated organization or person.

The Licensee and Authorized Users are entitled to extract and re-utilize, for non-commercial purposes only, any insubstantial parts of the contents of the Database.

The systematic extraction and/or re-utilization of insubstantial Parts of the Database, conflicts with normal exploitation of the Database and causes prejudice to the legitimate interests of the Publisher and is not authorized. The non-compliance with this rule produces the immediate dissolution of this Agreement, *juris et de jure* and without any prior notification.

The Licensee and Authorized Users who, for the purpose of illustration for teaching or scientific research, have the intention of using a substantial part extracted from the contents of the Database, should obtain, prior to use, an authorization in writing from the Publisher. In such a case, the Licensee/Authorized User shall always mention the name of the Publisher and the designation of the Database. Other use of any substantial part is not allowed. The non-compliance with this rule

produces the immediate dissolution of this Agreement, *juris et de jure* and without prior notification.

The Licensee is not entitled to transfer, sublet or confer the rights - that are granted to him according to the terms of this Agreement - to third parties. The non-compliance with this rule produces the immediate termination of the agreement, *juris et de jure* and without prior notification.

The Licensee and Authorized Users are not entitled to reproduce, distribute, modify, supplement or split the contents or structure of the Database. Furthermore, neither the Licensee nor the Authorized User are entitled to rearrange the Database or to set up derived Databases. The non-compliance with this rule produces the immediate dissolution of this Agreement, *juris et de jure* and without prior notification.

No transfer of copyright is made by this licence.

In case of non-compliance with one or more of the above paragraphs, the Publisher is entitled to claim damages from any party or person who is involved in this non-compliance.

The Licensee undertakes to clearly inform the Authorized Users on the rights that are conferred to the Licensee and Authorized Users according to the terms and conditions of this Agreement.

The Licensee undertakes to clearly inform the Authorized Users on the acts which the Licensee and Authorized Users are not authorized to perform.

The use of the search software, made available together with the Database, is included in the subscription price. The Licensee undertakes to use exclusively that search software when consulting the Database and will make sure that the Authorized Users will do so too.

The Publisher will make available to the Licensee the usage-statistics it is technically able to supply, if requested to do so by the Licensee.

Section 5. Compensation for damage

The Publisher and his partners endeavour to offer an overall good-quality product and a reliable service. Nevertheless the Database is provided "as it stands" and the Publisher nor his partners who have been involved in the creation, production or delivery of the Database shall be liable for any direct or indirect damages arising out of the use of, or the inability to use, the Database. The Publisher does not guarantee that the Database will be usefully accessible in every hardware/software environment.

In case of force majeur events or any other events beyond the reasonable control of the Publisher, the Publisher shall use his best efforts to restore all services as soon as possible. However the Publisher can never be liable for any direct or indirect damages due to events of force majeur.

Whenever the agreement is terminated to the account of the Licensee, the Licensee will not be able to recover any amounts paid to the Publisher, for the unexpired term.

If any damage is being caused by the Licensee to the Publisher, who can produce evidence of the damage, the Licensee will pay the full amount of the damage suffered.

If any damage is being caused by the Publisher to the Licensee, who can produce evidence of the damage, the Publisher will pay compensation to the Licensee. This compensation paid by the Publisher will in all cases be limited to the annual subscription fee paid by the Licensee.

Section 6. Publisher's obligations.

The Publisher guarantees that, for the whole period of the Agreement, the structure and contents of and access to the Database will be at least of equal quality than the one on the day of undersigning of this Agreement. The Licensee acknowledges to know the licenced material and its fitness for the purpose.

The Publisher undertakes to make the latest version of the Database permanently available to the Licensee and the Authorized Users. Therefore the Database and the interfaces are subject to change without notice.

If the Publisher does not perform his material obligations and does not solve the material defaults within 30 days after notice is received in reasonable detail, the Licensee is entitled to terminate this Agreement, unless the Publisher can provide evidence that he cannot be held liable for the non-performance of his obligations.

Section 7. Prices and payment.

The Publisher will inform the Licensee at least two (2) months before the renewal date of the fee that will be applicable for the next period.

The subscription fee is always due for the complete period except if explicitely agreed differently. The Licensee can terminate the licence agreement at any time but no refund for the ongoing Term is due by the Publisher

The price(s) applicable for the Licensee are mentioned in the annexe of the Licence Agreement or are confirmed by (pro-forma) invoice.

The Licensee is in charge of the costs of using public telecommunications and infrastructure whenever he consults the Database.

Section 8. Duration and expiration of Agreement.

The first subscription period will run from the moment access is given, which is foreseen to be by [date] ....…………....., (see also section 3 §3) till 31 december 20…..

Yearly the subscription will be renewed after the end of the previous subscription period for an additional period of one (1) year if the Licensee pays to the Publisher the fee for such an additional period. The Publisher will inform the Licensee at least two (2) months before the renewal date of the fee that will be applicable for the next period.

Subscription periods will run from January 1st to December 31st.

At the expiry of the agreement, the Licensee will supply the Publisher with a document stating expressly that the Licensee has not kept in his possession any data of the Database, neither regarding the form nor regarding the contents and that the Licensee has refrained from granting this possibility to third parties.

If an archival copy in print, microfiche or CD Rom is included in the agreed licence level, then the Licensee is allowed to continue to make use of this.

Section 9. Applicable law and jurisdiction.

This agreement, including any annexes or attachments forms one single and entire agreement between the Publisher and the Licensee. It replaces any previous proposals, correspondence or other communications.
Belgian law is applicable to this Agreement.
The Courts of Turnhout have jurisdiction in case of a conflict arisen out of this Agreement.

Section 10. Secrecy.

The Licensee and the Publisher undertake to keep the terms of this Agreement secret for third parties.

Done in Turnhout in two originals, each party acknowledging having received a duly executed copy.

[Date]   ……………………………………

Signed,

                    for the Publisher ,

[name]   Hans Deraeve

[function]   Commercial Manager

[Signature]   ………………………………………..

                    for the Licensee

[name]   ………………………………………..   [stamp]

[function]   ………………………………………..

[Signature]   ………………………………………..