

**OXFORD UNIVERSITY PRESS USA
INSTITUTIONAL SUBSCRIBER AGREEMENT**

This institutional subscriber Agreement (this "Agreement") is made and entered into as of the date set forth below (the "Effective Date") by and between Oxford University Press USA, a Delaware not-for-profit corporation with offices at 198 Madison Avenue, New York, NY 10016 ("OUP USA") and the institutional subscriber set forth below (the "Institution"). This Agreement sets forth the terms and conditions whereby the Institution may, during the term hereof, grant Authorized Users (as defined below) the ability to access and make use of certain online products that are owned or controlled by OUP USA. This Agreement will not be effective, and neither the Subscriber nor any of its Authorized Users will be permitted to access the Licensed Works (as defined below) until an original counterpart of this Agreement is signed by an authorized officer of the Institution and OUP USA receives such signed counterpart together with any payment that may be due upon signing.

Effective Date: 9th September 2013

Institution: Emory University School of Law

Institution's Address: 1301 Clifton Road, Atlanta, GA 30322

1. DEFINITIONS

In this Agreement, the following terms have the following meanings:

- "Activation Date" means the first date when the Institution will first be permitted to access the Licensed Works in accordance with the terms and conditions of this Agreement.
- "Authentication" means the process whereby an individual establishes to the Institution that he or she is an Authorized User.
- "Authorized Users" means individuals who are authorized by the Institution to access the Institution's information services available through the Institution's Secure Network and who are (i) affiliated with the Institution as current students, faculty, library patrons, employees, or in some other capacity whereby they are permitted to access such services in the Institution's ordinary course of business, whether from a computer or terminal on such Secure Network or offsite via a modem link to a valid IP address on the Secure Network; or (ii) are physically present on the Institution's premises.
- "Bundled Course Materials" means a collection or compilation of printed materials (e.g., entries, articles) in print or electronic form, assembled by an Institution or by an Authorized User, if the Institution is an educational institution, for use by students in connection with a specific course of instruction offered by the Institution to its students.
- "Commercial Use" means use of the Licensed Works for the purposes of monetary reward (whether by or for the Institution, an Authorized User, or any other person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation; provided, however, that neither recovery of direct costs by the Institution from its Authorized Users, nor use by the Institution or by an Authorized User in the course of research that incidentally uses Licensed Works and that is funded by a commercial organization will be deemed to be Commercial Use.

- "E-Reserve System" means, solely with respect to Institutions who are educational institutions, a platform for the Institution's Secure Network on or via which the Institution makes and stores, or, via link, makes available an electronic collection or compilation by faculty or staff of Institution of extracts of published materials (e.g. journal articles and book chapters) for use by student Authorized Users in connection with specific courses of instruction offered by Institution to its students but in no event offered or used for Commercial Use.
- "Fair Use" means use by the Institution or an Authorized User (i) conforming to Paragraphs 107 and 108 of the U.S. Copyright Law as amended from time to time, and (ii) conforming to the guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines).
- "Licensed Works" means the products set forth in Exhibit A attached hereto as such Exhibit may be amended from time to time by written agreement of the parties provided herein.
- "Secure Network" means the Institution's network that is accessible only by Authorized Users whose identities are authenticated by the Institution at the time of login and periodically thereafter, the security of which is consistent with current best practices, and the Authorized Users' conduct with respect to which is subject to regulation by the Institution. A cache server or other server or network that can be accessed by unauthorized users is not a Secure Network for these purposes.
- "Server" means either OUP USA's server or a third party server designated by OUP USA on which the Licensed Works are mounted and through which the Institution and its Authorized Users may gain access to the Licensed Works by means of the World Wide Web.
- "Term" will mean the period of time set forth in Paragraph 3.

2 LICENSE

- 2.1 OUP USA grants the Institution, throughout the Term, a non-exclusive and non-transferrable license to access and use, and to allow Authorized Users (up to the maximum number of permitted concurrent Authorized Users as may be specified in the Agreement) to access and use the Licensed Works, via the Institution's Secure Network; such access and use of the Licensed Works will be will be for personal, educational, and research purposes only, as further specified below in Paragraph 2, it being acknowledged that such access and use of the Licensed Works shall be subject to Fair Use as specified herein.
- 2.2 Specifically, the Institution and Authorized Users may:
 - 2.3 access the Licensed Works on the Server by means of the Institution's Secure Network in order to search the Licensed Works and to view, retrieve and display portions thereof;
 - 2.4 electronically download and save short extracts from the Licensed Works;
 - 2.5 print out single copies of limited portions of the Licensed Works;
 - 2.6 using secure means, fulfill occasional so-called "interlibrary loan" requests from other institutions for limited portions of a given Licensed Work in print format only (unless such interlibrary loan is fulfilled by Ariel, Odyssey, and/or ILLiad interlibrary loan software systems), provided that the Institution agrees to fulfill such requests in

compliance with Section 108 of the U.S. Copyright Law and the Guidelines for the Proviso of Subsection 108(g)(2) of the CONTU Guidelines; and

- 2.7 Allow links from its E-Reserves system to Licensed Works, subject to the limits of the number of permitted, concurrent, Authorized Users who may simultaneously access the Licensed Works. Expanded E-Reserve rights are available by contacting the Copyright Clearance Center cccinfo@copyright.com.
- 2.8 An Authorized User may transmit to a third party colleague, in print format only, minimal, insubstantial amounts of the Licensed Works for personal use or scholarly, educational or scientific research or professional use, but in no case for resale or other Commercial Use, and provided that the relevant copyright notices and appropriate credit information are also transmitted.

3 TERM, TERMINATION

- 3.1 This Agreement will begin on the Activation Date and, except as they may be sooner terminated in whole or in part as provided below, will remain in full force and effect until the following August 30 and for successive one (1) year periods in accordance with this Agreement and subject to the payment of all renewal subscription fees it being understood that the Institution will receive regular notice of such pending renewal prior to August 30.
- 3.2 If either party materially breaches any covenant or provision of this Agreement, then, in addition to any rights and remedies that may be available in law or equity, the non-breaching party may terminate this Agreement by written notice to the breaching party unless, in the case of a breach capable of cure, such breach will have been cured within thirty (30) days after delivery of written notice of such breach to the breaching party. Without limiting the generality of the foregoing, in the event that the Institution breaches this Agreement by failing to timely pay the fees due under this Agreement, OUP USA may withdraw the Institution's access to the Licensed Works pending such payment.
- 3.3 In addition to the foregoing, OUP USA reserves the right at any time on thirty (30) days' notice to the Institution to terminate this Agreement in whole or in part due to cessation of publication of all or part of the Licensed Works; in the event of such termination, OUP USA will refund to the Institution the pro rata portion of any subscription fees the Institution has paid for the balance of the subscription period outstanding at the date of such termination.
- 3.4 Upon termination of this Agreement, the Institution agrees to continue to adhere to the provisions of this Agreement relating to any OUP intellectual property.

4 LIMITATIONS ON USE

- 4.1 The Institution and its Authorized Users may not:
- 4.2 Make electronic copies of the Licensed Works, except to load the original files onto the Secure Network and except to the limited extent permitted by Paragraph 2.2.2 above;
- 4.3 Remove or alter the names of the authors and editors of, and contributors to, the Licensed Works, or OUP USA's copyright notices or other means of identification or disclaimers as they appear in the Licensed Works;
- 4.4 Systematically make printed or electronic copies of multiple extracts of the Licensed

Works for any purpose;

- 4.5 Display or distribute any part of the Licensed Works on any electronic network, including, without limitation, the Internet and the World Wide Web, other than a Secure Network;
- 4.6 Permit anyone other than Authorized Users to access or use the Licensed Works;
- 4.7 Use all or any part of the Licensed Works for any Commercial Use;
- 4.8 Publish, distribute, or make available works based upon the Licensed Works, or works which combine the Licensed Works with any other material, except as provided in Paragraph 3.3 regarding Fair Use and except as expressly permitted in Paragraph 2.3 above; or
- 4.9 Alter, abridge, adapt, or modify Licensed Works, except to the limited extent necessary to make them perceptible on a computer screen to Authorized Users.
- 4.10 Except to the extent allowed under Fair Use, include Licensed Works in Bundled Course Materials. If the Institution and/or Authorized Users are interested in making Bundled Course Materials, they should contact the Copyright Clearance Center cccinfo@copyright.com.
- 4.11 Nothing in this Agreement will limit the Authorized Users' rights to make Fair Use of the Licensed Works.
- 4.12 OUP USA reserves the right to withdraw the Institution's access to a Licensed Work in the event of the detection of a page download rate in excess of the automatic abuse detection system in effect for the relevant Licensed Work. In such event, upon receipt and preliminary review of details from the automated system including, as relevant, the actual download rate detected, OUP USA's customer service will contact the Institution to assist in investigating. OUP USA will restore access only when the matter has been satisfactorily resolved.

5 FEES AND PAYMENTS

- 5.1 In full consideration of the rights granted by OUP USA under this Agreement and for OUP USA's performance of its obligations under this Agreement, the Institution will pay to OUP USA the fees due and owing for the purchase and hosting of the Licensed Works pursuant to the terms of Exhibit A and any applicable sales, use, excise or similar taxes. Annual subscription fees, as indicated in Exhibit A, must be fully paid before the Institution and Authorized Users will be granted access to the Licensed Works.
- 5.2 User fees will be billed automatically to the Institution at the start of each subscription period. Fees and charges are non-refundable, except as provided herein. OUP may change subscription rates in the normal course of business. In that case, the Institution will be notified of the new rates (if any) in the OUP annual renewal notice which the Institution will receive prior to the end of the Term. All charges incurred in connection with this Agreement will be billed to by invoice to the contact designated during the Registration Process.
- 5.3 In the event that the Institution is purchasing the Licensed Works through a subscription agent, the Institution hereby agrees to pay all fees owing to OUP USA hereunder to the

subscription agent.

- 5.4 OUP USA reserves the right to electronically repossess the Licensed Works and to deny Institution further access to the Licensed Works in the event payment is not received by its due date.
- 5.5 Without waiving or limiting the above-referenced rights and remedies, OUP USA may charge interest at the rate of one and one half (1 ½) percent per month on any annual fees or other amounts owed by the Institution that are not paid by it within sixty (60) days after receiving OUP USA's invoice therefore.
- 5.6 The Institution will obtain at its cost all telecommunications and other equipment and software (including an Internet browser and portable document file reader) together with all relevant software licenses necessary to access the Licensed Works online via the Institution's Secure Network.
- 5.7 Any failure by the Institution to fulfill the obligations in this Paragraph 5 above will be considered a material breach of this Agreement.

6 RESPONSIBILITIES OF INSTITUTION

- 6.1 The Institution will provide the OUP USA, upon request, with all identifying information, including IP address ranges, relating to the Institution and its Authorized Users necessary to enable OUP USA to set up and activate the Institution's access to the Licensed Works.
- 6.2 The Institution agrees to notify OUP USA promptly of any changes to the access control records in respect of the Institution and/or its billing contact details.
- 6.3 The Institution will use reasonable efforts to ensure its Authorized Users' compliance with the terms of this Agreement and will use reasonable efforts to restrict and control unauthorized access to the Licensed Works and to any Institution user names, passwords or other access control mechanisms provided by OUP USA. The Institution agrees to notify OUP USA as soon as practicable if it becomes aware of any loss, theft or unauthorized use of the Institution's names, passwords or other access control mechanisms or any breach by an Authorized User of these Network Institution Terms; agrees to cooperate with OUP USA to correct such practices; and acknowledges that OUP USA will have the right to terminate access to the Licensed Works, and/or require that Institution terminate access of the persons making such unauthorized use of the Licensed Works pending resolution of any such misuse.
- 6.4 Any failure by the Institution to fulfill the obligations in this Paragraph 6 will be considered a material breach of these terms.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Institution acknowledges that OUP USA does not own the copyright with respect to certain of the Licensed Works or portions thereof and that OUP USA has licensed or otherwise obtained the right to publish or distribute such Licensed Works or parts thereof from third parties ("Third Party Suppliers"). As between OUP USA and the Institution, the Institution acknowledges that the copyright and other intellectual property rights in the Licensed Works and any related documentation are owned or controlled by OUP USA or the Third Party Supplier thereof, and no transfer of copyright or any other right, title or

interest therein is made by this License, except for the right to access and use the Licensed Works in accordance with the terms and conditions of this Agreement.

- 7.2 The Institution will notify OUP USA promptly if it becomes aware of any claim by any third party that the Licensed Works infringe an intellectual property or other right of any third party.
- 7.3 The Institution acknowledges and agrees that a Third Party Supplier may provide additional terms and conditions affecting the Institution's use of the Licensed Works, which will be appended to this Agreement. Such terms and conditions will prevail and control use of the relevant Licensed Works over any conflicting terms contained herein. The Institution agrees that this Agreement, to the extent it pertains to any Licensed Work or part thereof, copyright of which is owned by a Third Party Supplier, may be enforced by such Third Party Supplier.
- 7.4 The provisions of this Paragraph 7 will survive the termination of this Agreement for any reason.

8 WITHDRAWAL OF MATERIAL

- 8.1 OUP USA reserves the right at any time to withdraw from the Licensed Works any item or part of an item that OUP USA no longer retains the right to publish. If OUP USA determines during the course of this Agreement that any material may be defamatory, obscene, unlawful, a violation of copyright or otherwise objectionable, OUP USA reserves the right to withdraw such material from the Licensed Works, or cease to provide online hosting services hereunder for any Licensed Work or part thereof. OUP USA may at any time (without prejudice to its other rights or remedies) suspend the provision of some or all of the Licensed Works obtained by OUP USA from any Third Party Supplier, upon request of such Third Party Supplier or immediately upon termination of OUP USA's agreement with such Third Party Supplier.

9 REPRESENTATIONS, WARRANTIES AND FORCE MAJEURE

- 9.1 OUP USA represents and warrants that it has the power to enter into this Agreement and to grant the rights conferred herein to the Institution and the Institutions and that the Licensed Works do not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary right or contract right of any third party. Except as provided in the foregoing sentence, OUP USA gives no warranty, express or implied, regarding any information or materials contained in or produced by the Licensed Works, nor regarding the accuracy, completeness, or reliability of the Licensed Works. OUP USA PROVIDES THE LICENSED WORKS ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND EXCEPT AS EXPRESSLY PROVIDED ABOVE. EXCEPT TO THE EXTENT, IF ANY, THAT AGREEMENT TO THE FOLLOWING IS PROHIBITED BY THE LAWS OR REGULATIONS GOVERNING CONTRACTS WITH AN ENTITY SUCH AS THE INSTITUTION, OUP USA DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES THAT THE MATERIAL IN THE LICENSED WORKS IS COMPLETE OR ACCURATE AND IN NO EVENT WILL OUP USA BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE THE LICENSED WORKS OR FOR THE LOSS OR

DAMAGE OR CORRUPTION OF DATA, LOSS OF PROGRAMS, A LOSS OF BUSINESS OF GOODWILL OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE OF, OR INABILITY TO USE THE LICENSED WORKS, INCLUDING WITHOUT LIMITATION: LOSSES ARISING FROM ANY ERRORS, OMISSIONS OR OTHER INACCURACIES IN, OR CORRUPTION CAUSED BY, THE LICENSED WORKS, WHETHER BY TRANSMISSION PROCESSING OR OTHERWISE; OR CLAIM FOR LOST PROFITS, LOST DATA, OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL OUP USA'S LIABILITY HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID HEREUNDER FOR THE LICENSE OF THE LICENSED WORKS.

- 9.2 The signatory for Institution of this Agreement represents and warrants to OUP USA that s/he has the power and authority to execute this Agreement on behalf of the institution indicated, which institution agrees to be bound by all terms contained herein.
- 9.3 Notwithstanding the limitations of Paragraph 9.1, the Institution will defend, indemnify and hold OUP USA harmless from and against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) arising from: (i) any unauthorized use or dissemination of the Licensed Works by the Institution or its Authorized Users; and (ii) any violation of this Agreement or of any third party's rights by the Institution or its Authorized Users, including but not limited to infringement of any copyright or other proprietary right or invasion of any privacy rights.
- 9.4 The obligations in Paragraphs 9.1 and 9.2 will survive the termination of this Agreement.
- 9.5 Neither party will be responsible to the other for any failure to perform any obligation under this Agreement caused by an Act of God, war, riot, embargo, acts of civil or military authority, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane or other cause outside the control of the party that could not be avoided by the exercise of due care (a "force majeure event"). In the event of any delay in performance arising out of a force majeure event, the delayed party's obligations will be extended accordingly, provided that the parties will at all times use reasonable efforts to perform their respective obligations under this Agreement in a timely manner, taking account of such circumstances.

10 PRIVACY POLICIES

- 10.1 OUP USA will adhere to the privacy policies posted on the websites for each of the Licensed Works. Without limiting the foregoing, it is acknowledged that OUP USA may use the personal data the Institution provides online to send the Institution information about offers that OUP USA feels may be of interest to the Institution and may provide aggregated data about use of the Licensed Works to other persons.

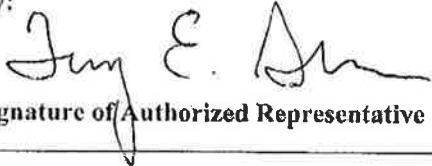
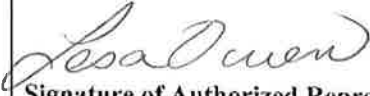
11 GENERAL

- 11.1 Except to the extent, if any, that agreement to the following is prohibited by the laws or regulations governing contracts with an entity such as the Institution (including but not limited to any law or regulation governing contracts with public libraries or state or local government-supported educational institutions): this Agreement will be interpreted and construed according to, and governed by, the laws of the State of New York without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York; and the Institution irrevocably agrees that any dispute

arising out of or in connection with this Agreement will be subject to and exclusively within the jurisdiction of the United States District Court for the Southern District of New York or the Supreme Court of the State of New York for New York County.

- 11.2** This Agreement constitute the entire agreement between the parties regarding its subject matter and supersede all prior agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement may be amended by: (i) OUP USA, in its sole discretion, provided that OUP USA will use good faith efforts such that the Institution will have thirty (30) days' prior written notice of any such proposed amendment and Institution will have the option to terminate this Agreement by delivery to OUP USA of a written notice of Institution's election to terminate this Agreement received by OUP USA within sixty (60) days receipt of such notice ; or (ii) a writing executed by both parties. Notice of any proposed amendments to this Agreement may be delivered to Institution by OUP USA electronically through OUP USA's online customer support account management system.
- 11.3** This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original. Each party hereto consents to be bound by photocopy or facsimile signatures of such party's representative hereto.
- 11.4** This Agreement may not be assigned by Institution without the prior written consent of OUP USA OUP USA may assign this Agreement to an affiliate, a successor to its business or a transferee of OUP USA's right to publish and distribute the Licensed Works. The rights and obligations of this Agreement will bind and benefit any successors and permitted assigns of the parties. Any attempted assignment in violation of this Paragraph will be null and void and of no force or effect.
- 11.5** Any notice or other communication required by this Agreement will be in writing addressed to the individuals named at the signature page of this Agreement at the addresses shown for the respective parties at the first page of this Agreement (or such other person and/or address as the relevant party may from time to time designate by notice pursuant to this Paragraph). Any such notice will be deemed to have been duly given on the day of service if served personally; three (3) business days after mailing if mailed by First Class mail, registered or certified, postage prepaid; or two days after mailing if mailed by commercial overnight courier.
- 11.6** If any provision if this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, the provision will be deemed omitted to the extent that it is invalid, illegal, or unenforceable. In such a case, the remainder of this Agreement will be construed in a manner as to give greatest effect to the original intention of the parties hereto.
- 11.7** The waiver of failure of either party to exercise in any respect any right provided in this Agreement in any instance will not be deemed to be a waiver of such right in the future or a waiver of any other right under this Agreement.
- 11.8** The relationship of the parties hereto will be that of independent contractors. Nothing herein will be construed to create any partnership, joint venture, or similar relationship or to subject the parties to any implied duties or obligations respecting the conduct of their affairs, which are not expressly stated herein. Neither party will have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party, or to bind the other party in any matter or thing whatsoever.

11.9

Accepted and Agreed: EMORY UNIVERSITY SCHOOL OF LAW	Accepted and Agreed: Oxford University Press USA
By:  Signature of Authorized Representative	By:  Signature of Authorized Representative
TERRY E. GORDON Printed Name of Authorized Representative	Lesa Owen Printed Name of Authorized Representative
Date: 9/13/2013	Date: 9/18/13

