

Foreign Law Guide Acceptance Agreement

Terms

Foreign Law Guide and MACMILLAN LAW LIBRARY, EMORY UNIVERSITY (collectively, the "parties") hereby agree to the Foreign Law Guide Acceptance Agreement (the "Acceptance Agreement") executed between them as of OCT. 4, 2007 [date].

"Immediate subscribing institution" shall mean: EMORY UNIVERSITY.

"Licensed Information" shall mean the documents and data served from *Foreign Law Guide*'s website to which the immediate subscribing institution and Authorized Users (defined immediately below) are granted access pursuant to the Acceptance Agreement.

"Authorized Users" shall mean the immediate subscribing institution's staff, faculty, and currently enrolled students accessing the Licensed Information from on-campus workstations or remotely via a secure password-protected proxy server, and the immediate subscribing institution's authorized alumni and authorized walk-ins accessing the Licensed Information exclusively from on-campus workstations.

"Guidelines:"

IP addresses are limited to the immediate subscribing institution only. The immediate subscribing institution agrees to take reasonable measures to limit usage to Authorized Users. The parties agree that "reasonable measures" with respect to the immediate subscribing institution's staff, faculty, and currently enrolled students include enabling access to the Licensed Information via IP address authentication from on-campus workstations or remotely via a secure password-protected proxy server or via virtual private network; and with respect to immediate subscribing institution's authorized alumni and authorized walk-in patrons, include enabling access to the Licensed Information exclusively via IP address authentication from on-campus workstations.

Foreign Law Guide agrees that it will respond timely to calls for service from the immediate subscribing institution and further that it will follow industry standards for network integrity, security, reliability, data redundancy including backups, and upgrades.

Foreign Law Guide agrees to use reasonable efforts to provide continuous access to the Licensed Information with an average of 99% up-time per month. *Foreign Law Guide* agrees to give the immediate subscribing institution at least 72 hours' prior notice via e-mail of scheduled down-time, and that scheduled down-time will be performed at a time that will minimize inconvenience to immediate subscribing institution and its Authorized Users.

Foreign Law Guide agrees that the Licensed Information may be used for purposes of research, education, or scholarship, and in research, educational, or scholarly activities occurring on or off the immediate subscribing institution's premises. Nothing in this Acceptance Agreement is intended to limit in any way immediate subscribing institution's or any Authorized User's rights under the Fair Use provisions of United States copyright law to use the Licensed Information. If the immediate subscribing institution or any Authorized User is in any doubt about what constitutes fair use of the Licensed Information, the immediate subscribing institution or the Authorized User is urged to forward questions to *Foreign Law Guide* at flg@foreignlawguide.com.

Foreign Law Guide agrees that the immediate subscribing institution may use the Licensed Information to fulfill information requests from other institutions, a practice commonly called Interlibrary Loan, in compliance with Section 108 of Title 17 of the United States Code as amended, and the Guidelines for the Proviso of Subsection 108(g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

No modification or waiver of any provision of this Acceptance Agreement shall be valid except by written amendment signed by authorized representatives of *Foreign Law Guide* and the immediate subscribing institution.

By signing below I attest that I have read and understand the terms as presented above in regard to the use of IP access to the online subscription of *Foreign Law Guide*.

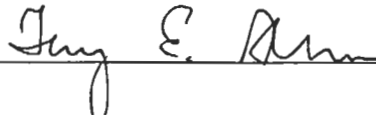
Date: 10/4/2007

Organization: MACMILLAN LAW LIBRARY, EMMY UNIVERSITY

Person signing this form (spelled out):

TERRY E. GORDON

Title: ASSOCIATE DIRECTOR

Signature: 

[Attach to Invoice Along With Payment to *Foreign Law Guide*]