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- 1. License. BNA grants to Customer and each User a non-exclusive, non-transferable, limited right to access and use the Licensed Products in accordance with this License Agreement. Customer is solely responsible for selecting, purchasing, installing and maintaining the hardware, equipment, and other software necessary to use the Licensed Products, and for access and similar charges incurred under third party information provider subscription agreements (e.g., Westlaw®, LexisNexis™). Customer agrees to keep the terms of any applicable Order Form strictly confidential and agrees to not disclose, either directly or indirectly, the terms of such Order Form.
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- b. The term "Users" shall include full-time and part time, current, or visiting members of the faculty, library staff and currently enrolled students, who are permitted to access the Customer's secure computer network system ("Network"), regardless of physical location of such person(s). Authorized Users shall also include other persons, e.g., walk-ins, who are permitted to use the Customer's library and access the Network from computer terminals located on the library premises. If Customer is unable to limit access to Users (e.g., if its Network is integrated with the university's network), it will take any steps necessary to minimize the risk of unauthorized access.
- c. Customer shall notify all Users of the terms of this License Agreement through either a "Click-Through" license that appears online each time the Licensed Products are accessed, or other means that will notify Users that use is subject to the terms of this Agreement.

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- e. Notwithstanding the foregoing, the Licensed Products may be used for purposes of research, education or other noncommercial use as follows:

<u>Display.</u> Customer and Users shall have the right to electronically display the Licensed Products.

<u>Digitally Copy.</u> Customer and Users may download and digitally copy the Licensed Products as permitted under section 6.b. of this Agreement.

<u>Print Copy.</u> Customer and Users may print the Licensed Products as permitted under section 6.b. of this Agreement.

Recover Copying Costs. Customer may charge a reasonable fee to cover costs of copying or printing portions of Licensed Products for Users.

Archival/Backup Copy. Customer may create one (1) print copy of the entire set of Licensed Products for the sole purpose of maintaining an archival copy of the Licensed Products.

<u>Course Packs</u>. Customer and Authorized Users may use a reasonable portion of the Licensed Products in the preparation of Course Packs.

<u>Electronic</u> <u>Reserve.</u> Customer and Users may use a reasonable portion of the Licensed Products for use in connection with specific courses of instruction offered by Customer.

<u>Electronic Links</u>. Customer may provide electronic links to the Licensed Products from Customer's web page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Products to Users.

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Scholarly Sharing. On an occasional basis, Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Products for personal use or scholarly, educational, or scientific research or professional use but in no case for resale, broad distribution, or on a routine or systematic basis. In addition, Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Products in the User's own scientific, scholarly and educational works.

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7. Disclaimer of Professional Advice. The information provided through the Licensed Products is not a substitute for legal and other professional advice. Customer and/or each User should always consult his or her own legal or other professional advisors for legal or other professional advice.

## 8. Limitation of Liability.

a. WHILE BNA AND ITS LICENSORS ATTEMPT TO INCLUDE ACCURATE AND COMPLETE CONTENT IN THE LICENSED PRODUCTS AND ERROR-FREE SOFTWARE, OCCASIONAL ERRORS OR OMISSIONS MAY OCCUR IN THE LICENSED PRODUCTS. BNA WILL MAKE REASONABLE EFFORTS TO CORRECT

THESE ERRORS OR OMISSIONS OR CAUSE THE APPROPRIATE LICENSOR TO CORRECT THESE ERRORS OR OMISSIONS. NEVERTHELESS, NEITHER BNA NOR SUCH OTHER PARTIES CAN MAKE ANY REPRESENTATION REGARDING THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED OR THE ERROR-FREE NATURE OF THE SOFTWARE PROVIDED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS LICENSE AGREEMENT, THE LICENSED PRODUCTS ARE PROVIDED TO THE CUSTOMER AND USERS "AS IS." BNA, ITS LICENSORS, AND SUPPLIERS OF CONTENT AND SOFTWARE FOR THE LICENSED PRODUCTS MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED. BNA, ITS LICENSORS, AND SUPPLIERS OF CONTENT AND SOFTWARE FOR THE LICENSED PRODUCTS DO NOT WARRANT THE ACCURACY, COMPLETENESS, PERFORMANCE, CURRENCY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED PRODUCTS OR THE INFORMATION THEY CONTAIN OR THE METHOD OF DELIVERING THAT INFORMATION TO USERS.

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b. IN NO EVENT SHALL BNA OR ITS OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO ANY USER, ANY CUSTOMER, OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL IN ANY WAY ARISING FROM OR RELATING TO THIS LICENSE AGREEMENT OR RESULTING FROM THE USE OF OR INABILITY TO USE ANY LICENSED PRODUCT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS UNDER THIS LICENSE AGREEMENT. INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF SUCH USER, CUSTOMER, OR OTHER PERSON HAS BEEN NOTIFIED OF THE POSSIBILITY OF LIKELIHOOD OF SUCH DAMAGES OCCURRING. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR **EXCLUSIONS MAY NOT APPLY TO ALL CUSTOMERS** OR THEIR RESPECTIVE USERS.

c. IN NO EVENT MAY CUSTOMER OR ANY USER BRING ANY CLAIM OR CAUSE OF ACTION AGAINST

BNA MORE THAN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES.

d. IF THE FOREGOING LIMITATIONS ARE HELD TO BE UNENFORCEABLE, BNA'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT TO CUSTOMER, ANY USER, OR ANY OTHER PERSON SHALL IN ANY EVENT NOT EXCEED THE AMOUNT OF SUBSCRIPTION FEES PAID BY CUSTOMER FOR ANY LICENSED PRODUCT PURSUANT TO ANY APPLICABLE ORDER FORM.

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#### 9. Subscription Term and Termination.

a. Except as otherwise provided, the subscription to each Licensed Product is non-cancelable and shall continue during the applicable Subscription Term; provided however, that this License Agreement or a subscription may be terminated for any of the following reasons: (a) By either BNA or the Customer, effective at the end of the Subscription Term, if the terminating party delivers to the other party written notice of its intent to terminate the applicable Order Form no less than 30 days before the last day of the Subscription Term; (b) immediately by BNA if BNA does not receive payment of any Subscription Fees within 60 days after the invoice date; (c) by either BNA or the Customer, upon written notice to the other party, if the other party materially breaches any provision of this License Agreement and the other party fails to remedy that breach within 30 days after such party gives written notice to the defaulting party of such breach; (d) immediately by BNA if BNA reasonably believes that the Customer or any User has engaged in activity that violates applicable law or any provision of this License Agreement; or (e) by either party if the other party has any proceedings instituted by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or any assignment for the benefit of creditors, or the appointment of a receiver, liquidator or trustee of any of its property or assets, or the liquidation, dissolution or winding up of its

b. All obligations under this License Agreement when terminated shall survive termination with respect to any events occurred, or any money that was accrued and owing, prior to the effective date of any termination under this License Agreement.

10. Discontinuation of Publication. Occasionally BNA may discontinue a publication, or add/delete specific publications from a package of combined publications. Customers who have individual subscriptions to the discontinued publication (i.e., do not subscribe to a package of publications) will be offered a comparable publication, if available. If no comparable publication is available, or if Customer chooses not to accept the offer of a comparable publication, BNA will provide, at its option, either a pro rata credit against subsequent Subscription Fees, or a pro rata refund of the unused portion of the Subscription Fees paid for such discontinued publication. BNA also may occasionally change, suspend, or discontinue an aspect of the Licensed Products at any time, including the availability of any feature,

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- 12. Notices. Notice under this Agreement shall be made in writing; sent via certified mail, return receipt requested, U.S. Express Mail or private express or mailgram service, or by telefacsimile, or by email (with receipt specifically confirmed via telephone); effective upon receipt at the address stated below; and addressed as follows, unless the sending party is notified in writing of a change of address, in which event notice shall be sent to the new address: If to BNA, to 1801 S. Bell Street, Arlington, VA 22202, Attn: General Counsel. If to Customer, to the address included on the applicable Order Form.

#### 13. Miscellaneous Provisions.

- a. Force Majeure. BNA shall not be liable for failure to perform any part of this License Agreement where such failure is due to fire, flood, power outages, strikes, labor troubles or other industrial disturbances, inevitable accidents, war (declared or undeclared), acts of terror, commercially unreasonable hostile acts by a Third Party with respect to the Licensed Products (including a denial of service attack), embargoes, blockages, legal restrictions, governmental regulations or orders, riots, insurrections, or any cause beyond the control of such party. However, BNA shall use diligent efforts to resume performance. This License Agreement shall not be regarded as terminated or frustrated as a result of such failure of performance that does not exceed six (6) months, and the parties shall proceed under this License Agreement when the causes of such nonperformance have ceased or have been eliminated.
- b. No Waiver. Should BNA or any Customer fail to exercise or enforce any provision of this License Agreement or to waive any rights in respect thereto, such waiver or failure shall not be construed as constituting a continuing waiver or waiver of any other right.
- c. Choice of Law. This License Agreement shall for all purposes be governed and construed in accordance with the law of the Commonwealth of Virginia without regard to its choice-of-law rules, unless otherwise provided under applicable state law, in which case this Agreement shall be governed by and construed in accordance with the laws of the Customer's state.
- d. Entire Agreement. Unless otherwise specified in any applicable Order Form, this License Agreement, as it may be amended from time to time, constitutes the entire agreement between each Customer and BNA, and supersedes all prior or contemporaneous writings, discussions, agreements, and understandings of any kind, with respect to the subject matter of this License Agreement.
- e. Severability. If any provision of this License Agreement shall be held to be unenforceable, the parties shall renegotiate those provisions in good faith to be valid, enforceable substitute provisions, which provisions shall reflect as closely as possible the intent of the original provisions of this License Agreement. If the parties fail to negotiate a substitute provision, this License Agreement will continue in

full force and effect without that provision and will be interpreted to reflect the original intent of the parties.

- f. Third Party Beneficiaries. All beneficial rights (other than the right to collect fees) granted to or reserved in this License Agreement by BNA, including limitations of liability, warranty disclaimers, confidentiality, ownership, limitation of damages, and indemnification for third party claims, shall accrue to and are for the benefit of Licensors to the same extent as BNA. Except as expressly stated therein, nothing contained in this License Agreement is intended to create third party beneficiaries thereof or thereunder.
- g Each Party Acting Independently. BNA and each Customer agree that, for purposes of any applicable Order Form, each is acting independently of the other, that they are not joint venturers, and that neither is an agent, partner or joint venturer of the other.
- h. Amendment and Assignment. Neither this License Agreement nor any Order Form shall be changed, modified or amended except by a writing signed by a duly authorized officer of BNA and the Customer. No Customer may assign this License Agreement or any rights or obligations created under this License Agreement without the prior written consent of BNA.
- i. Headings and Cross-References. The headings in this License Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. All references to Sections or headings shall be deemed references to such parts of this License Agreement, unless the context shall otherwise require.

Last Revised September 2007

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the subscription start date.

School Name 4

# THE BUREAU OF NATIONAL AFFAIRS, INC.

November 22, 2005

## VIA EMAIL and FIRST CLASS MAIL

Terry Gordon Emory University School of Law 1301 Clifton Road Atlanta, GA 30322

Dear Mr. Gordon:

This letter confirms your request to amend the existing Emory University School of Law electronic Master License Agreement with The Bureau of National Affairs, Inc. [BNA], dated December 19, 2001, by adding new titles as outlined in the BNA All Law School Package to your existing list of subscriptions. This amendment will replace all Attachment A - Order Forms for the Law School. Except as specified herein, all other terms and conditions of the original license agreement and copyright policy remain unchanged.

Effective upon receipt of this signed amendment, you will be registered for access to all of the new titles via a single username and password and IP authentication. The subscription to the new titles will be effective for a non-cancelable one-year term beginning January 5, 2006. An invoice reflecting this Amendment will be forwarded under separate cover, shortly. Upon renewal, you will be sent an invoice for a full year subscription. The attachment sets out pricing for the BNA All Law School Package.

Also, as reflected on the attached document, you will be replacing existing print subscriptions with discounted copies of the same. Any credit on the discounted and/or canceled print accounts will be applied to this electronic subscription or refunded to the billing address for the effected accounts.

If the terms of this License Amendment reflect your understanding, please sign below, and return to me. To expedite implementation of your electronic subscriptions, you may fax a signed copy of this license to my attention at 240-314-1950, Attn: Lora Gross. After receipt of the fax, two signed originals will follow, via First Class Mail. Please sign and date **both originals** of the agreement where indicated and return **one** original to me, maintaining the other original for your files.

Regards,

Lora Gross
Law School Support & Contract Specialist
Contracts Administration
The Bureau of National Affairs, Inc.

Signed 1	for The Bureau of National Affairs, Inc.:	Signed for: Emory University School of Law
Name: Title:	Amy Grulke	Name:
	Supervisor, Contracts Administration	Title:
Date:		Date:

Attachment

cc Stefanie Blasdell, BNA Law School Consultant

□ 9435 Key West Avenue □ Rockville, MD 20850 □ Telephone (800) 572-3374 □ Facsimile (240) 314-1950 □

#### Attachment

## Amendment to Original License Agreement Dated December 19, 2001 at Attachment A –Order Form #7904 Emory University School of Law November 22, 2005

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Terry Gordon Emory University School of Law 1301 Clifton Road Atlanta, GA 30322

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Computer Technology Law Report

Construction Labor Report

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Federal Environment & Safety Regulatory Monitoring Report

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Health Care Daily Report

Health Care Fraud Report

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Media Law Case Alert (archive and email)

Medical Research Law & Policy Report

Medicare Report

Mergers & Acquisitions Report

Money & Politics Report

Occupational Safety & Health Daily

Occupational Safety & Health Reporter - Current Reports

Patent, Trademark & Copyright Journal

Patent, Trademark & Copyright Law Daily

Pension & Benefits Daily

Pension and Benefits Reporter - Current Reports

Pharmaceutical Law & Industry Report

Privacy & Security Law Report

Privacy Law Watch

Product Liability Daily

Product Safety & Liability Reporter - Current Reports

Right-To-Know Planning Guide Newsletter

Securities Law Daily

Securities Regulation and Law Report

State Environment & Safety Regulatory Monitoring Report

State Environment Daily

State Health Care Regulatory Developments

Tax Management Federal Portfolio Collection

(US, EGT, F, CP, RE, WR, Memo, EGT/J, I/J, CP/J, RE/J)

Tax Management State Tax Portfolio Collection

Tax Management Transfer Pricing Report

Tax Management Weekly Report

Tax Management Weekly State Tax Report

Tax Planning International Asia Pacific Focus

Tax Planning International European Focus

Tax Planning International Indirect Taxes

Tax Planning International Review & Forum

Tax Planning International Transfer Pricing
TaxCore
Telecommunications Monitor
Toxics Law Daily
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\$

\*NOTE: BNA acknowledges that effective November 22, 2005, the FTE of Emory University School of Law is less than 700.

#### LOCATION:

Emory University, School of Law, 1301 Clifton Road, Atlanta, GA 30322

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THE BUREAU OF NATIONAL AFFAIRS, INC.		EMORY UNIVERSITY SCHOOL OF LAW	
Ву:		Ву:	
Name: _	Amy Grulke	Name:	
Title: _	Supervisor, Contracts Administration	Title:	
Date: _		Date:	

## Amendment to Original License Agreement Dated December 19, 2001 at Attachment A –Order Form #8074 Emory University School of Law November 22, 2005

## **Billing Address:**

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Product Safety & Liability Reporter – Current Reports	1	
Product Safety & Liability Reporter – Reference File	1	
Securities Regulation and Law Report	1	
Tax Management Federal Portfolios	1	
<ul> <li>United States,</li> </ul>		

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Tax Management Primary Sources

United States Law Week

Estates, Gifts & Trusts with Journal,Foreign with International Journal

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THE BUREAU OF NATIONAL AFFAIRS, INC.		EMORY UNIVERSITY SCHOOL OF LAW	
Ву:		Ву:	
Name:	Amy Grulke	Name:	
Title:	Supervisor, Contracts Administration	Title:	
Date: _		Date:	



March 23, 2011

## VIA EMAIL/PDF/FIRST CLASS MAIL

Terry Gordon Emory University School of Law 1301 Clifton Road Atlanta, GA 30322

Dear Mr. Gordon:

This letter amends the existing Emory University School of Law License Agreement with The Bureau of National Affairs, Inc. [BNA], dated December 11, 2007, by amending section 2 b. of the License Agreement to read as follows. Except as specified herein, all other terms and conditions of the original License Agreement and copyright policy remain unchanged.

b. The term "Users" shall include full-time and part time, current, or visiting members of the faculty, library staff and currently enrolled students, who are permitted to access the Customer's secure computer network system ("Network"), regardless of physical location of such person(s). Users shall also include currently enrolled students participating in an externship, however; BNA reserves the right to rescind permission for these externships at any time. Authorized Users shall also include other persons, e.g., walk-ins, who are permitted to use the Customer's library and access the Network from computer terminals located on the library premises. If Customer is unable to limit access to Users (e.g., if its Network is integrated with the university's network), it will take any steps necessary to minimize the risk of unauthorized access.

If this amendment does not reflect your understanding, or if you have any questions, please feel free to contact Stefanie Blasdell or me.

Stefanie Blasdell: 800-542-1113, Ext. 8456, sblasdell@bna.com Kevin Lee: 301-280-2169, kevinlee@bna.com

Regards,

Kevin Lee Contract Specialist Contracts Administration BNA

cc: Stefanie Blasdell, BNA Law School Account Manager