



This form must be attached to your purchase order.

All requested information must be provided for us to process your order.

New subscribers, please read terms, then fax or mail completed form of this [license agreement](#)

PO must be made out to: WILS, 728 State Street, Room 464, Madison WI 53706.

Contact Person: _____

Library: _____

Street: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email: _____ IP Range: _____

Pricing good through 12/31/09.

Institution Type	FTE/Population	1 User	5 User	Unlimited
K-12 per building	<500	N/A	N/A	\$395.00
	>500	N/A	N/A	\$550.00
CC per campus	<1000	N/A	\$385.00	\$550.00
	>1000	N/A	\$715.00	\$1,095.00
Public Library	Population Served			
	1 > 9,999	\$385.00	\$825.00	\$1,375.00
	10,000 - 39,999	\$550.00	\$1,650.00	\$2,750.00
	40,000 - 79,999	\$825.00	\$1,980.00	\$3,300.00
	80,000 - 199,999	\$825.00	\$2,420.00	\$3,850.00
	200,000 - 499,999	\$1,100.00	\$3,300.00	\$7,150.00
	> 500,000	\$1,100.00	\$3,850.00	Quote
4-Year Academic	FTE			
	<1000	\$550.00	\$825.00	\$1,095.00
	1,000 > 2,999	\$550.00	\$1,320.00	\$1,925.00
	3,000 > 9,999	\$550.00	\$2,200.00	\$3,850.00
	10,000 > 19,999	\$825.00	\$2,750.00	\$5,500.00
	>20,000	\$1,095.00	\$3,300.00	\$9,350.00

SERVICE TERMS AND CONDITIONS

A. Use of Service. Subscriber shall be granted electronic access to the AccuNet/AP Photo Archive (the Archive) solely for the purpose of electronically viewing individual photographs and images in the Archive and making laser or desk jet prints of such content. Subscriber acknowledges that it understands that the image resolution of the Archive content, when printed, is 72 dots per inch. The Archive shall be used by Subscriber for the following purposes:

- (1) Printed copies of images for book reports, term papers, theses, class handouts and research,
- (2) "Power Point" type presentations, overhead projection, slide shows, and other similar multimedia presentations whose usage is confined to the licensed institution,
- (3) Intranet Site Usage. "Intranet" is defined as a secure site available only to those who are members (teachers/students/staff) of the Subscriber. The Subscriber may provide access to the Archive for validated or authorized users of the school or library systems ISP. Such site may not be accessible to the general public.
- (4) Transmitting an individual image to a specific e-mail user,
- (5) Archive photographs shall not be used or published in newspapers, magazines, brochures, catalogs, commercial announcements, calendars, posters, yearbooks, playbills, newsletters, on t-shirts, or promotional items, or for commercial use or gain of any kind.
- (6) The content of the Archive shall be that normally provided by AccuWeather from time to time.
- (7) Unless expressly authorized by AccuWeather in writing and subject to payment of additional licensing fees specified by AccuWeather, all other forms of access and use of the Archive and its constituent elements are expressly disallowed, including, by way of example and not limitation:
 - (a) accessing or using the Archive while being delinquent with respect to any applicable fees hereunder, or
 - (b) electronically downloading, manipulating or creating derivative works in any media except as allowed in this Agreement,
 - (c) electronically transmitting the Archive and/or its constituent elements, or other such activity, except as allowed in this Agreement

Subscriber certifies that it is an educational institution or a public library. Subscriber agrees to use the Archive for educational interest and information only. Subscriber agrees not to use the Archive for any commercial or commercially related, business or business related, job or job related, purpose whatsoever except as specified herein.

B. Equipment. Subscriber shall, at its own cost, obtain, maintain and operate all terminals, communication devices and other equipment needed for accessing the Archive. Subscriber acknowledges that AccuWeather shall not be liable for the suitability, delivery, performance or maintenance of any terminal or other equipment or for the hook-up of any terminal or equipment to suitable telephone lines or other communications links.

C. Access. During the term of this Agreement, AccuWeather will provide the Archive through communication facilities it may from time to time select and Subscriber shall have access rights to the Archive. Access to the Archive shall be authorized by AccuWeather to begin upon the Starting Date and end upon termination of this Agreement. Subscriber agrees that it shall receive the Archive only at the site(s) listed in this Agreement. Access Codes and information furnished by AccuWeather to Subscriber are intended for Subscriber's sole and exclusive use and shall be considered proprietary information, ownership of which shall remain with AccuWeather. Subscriber shall be fully responsible for maintaining confidentiality of its account access information and for all charges made to its account. Should Subscriber's Access Information be lost, stolen, or fall into the hands of an unauthorized user or users, it is Subscriber's responsibility to immediately notify AccuWeather in writing.

D. Subscription Fees. Subscriber agrees to pay to WiLS the fees set forth in this Agreement to be paid over to AccuWeather by WiLS. Failure of payment shall render due and payable all sums payable during the initial period of this Agreement and any subsequent renewal period plus a late payment charge of one and one-half percent per month. All prices stated herein are in U.S. dollars. Subscriber shall pay the fees that are due and owing under this Agreement within 30 days from the date of invoice. If Subscriber fails to perform any of its obligations under this Agreement, including but not limited to, failure to pay the fees that are due and owing, AccuWeather will have the right to notify Subscriber of such failure and Subscriber will have 30 days to cure such failure. If the failure is not cured within the 30-day cure period, AccuWeather will have the right to terminate this Agreement at any time thereafter immediately upon notice to Subscriber.

E. Term. This Agreement shall remain in full force and effect for the initial period beginning upon execution and ending February 28, 2002.

F. Copyright, Storage and Ownership of Service. All information, data, images and other things comprising the Archive are to be considered copyrighted by AccuWeather or The Associated Press and they remain the sole and exclusive property of their owner. Subscriber is authorized to store such information during the time of the Agreement. Subscriber may not store for future use such information beyond that period, nor develop a library of such information. Upon termination of this Agreement all stored data shall be destroyed by Subscriber. Subscriber acknowledges that The Associated Press retains sole and exclusive right, title and interest in and to the copyrights for all photos in the Archive and understands and acknowledges that no title to or ownership in the photos or the Archive database itself are hereby transferred to Subscriber hereunder.

G. Assignability. Neither this Agreement nor any rights or obligations hereunder may be assigned by Subscriber without the express written consent of AccuWeather, Inc. and written acceptance of the contract by the Assignee. This Agreement constitutes the entire agreement between the parties. No collateral or prior statements, representations, understandings or agreements survive or are a part of this Agreement. No modifications to this Agreement shall be made except by written addendum signed by both parties hereto. The invalidity of any paragraph, subparagraph or portion of this Agreement shall not affect the validity of any other paragraph, subparagraph or portion hereof. The failure of AccuWeather to require the performance of any term of this Agreement or the waiver by AccuWeather of any breach under this Agreement shall not prevent a subsequent enforcement of such term by AccuWeather nor be deemed a waiver of any subsequent breach.

H. Damages. ACCU WEATHER AND THE ASSOCIATED PRESS WHICH OWNS THE ARCHIVE AND PROVIDES SUBSCRIBERS WITH ACCESS TO THE ARCHIVE HEREUNDER (TOGETHER, THE "PARTIES") EXPRESSLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY FOR ANY LOSS, WHETHER DIRECT, CONSEQUENTIAL OR INDIRECT RESULTING TO SUBSCRIBER OR ANY THIRD PARTY FROM ERRORS OR OMISSIONS IN THE SYSTEM OR ARISING FROM ANY USE BY SUBSCRIBER OF ANY PHOTOS IN THE ARCHIVE. DELAYS IN PERFORMANCE, OR NON-PERFORMANCE CAUSED BY UNAVAILABILITY OF THE ARCHIVE OR ANY FORCE MAJEURE EVENT. IN NO EVENT WILL THE PARTIES BE LIABLE TO SUBSCRIBER FOR DIRECT, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES, IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTIES SHALL HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS, COST OR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THE PARTIES' SOLE LIABILITY TO SUBSCRIBER FOR FAILURE TO RECEIVE ACCESS TO THE ARCHIVE PURSUANT TO THIS AGREEMENT OR INABILITY TO USE THE ARCHIVE AS AUTHORIZED HEREUNDER, SHALL BE LIMITED TO THE FEE PAID BY SUBSCRIBER TO ACCU WEATHER HEREUNDER.

I. Warranties. THE PARTIES HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, CONCERNING ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY OF NON-INFRINGEMENT. THE ARCHIVE IS BEING PROVIDED TO SUBSCRIBER ON AN "AS IS" BASIS.

J. Headings and Captions. The headings and captions used in this Agreement are for convenience only, they are not to be considered a part of the Agreement; they in no way define, limit, or describe the scope of intent of the paragraphs of this Agreement nor in any way affect this Agreement.

K. Status. AccuWeather and the Associated Press are third party beneficiary, of the rights afforded AccuWeather and WiLS hereunder.

SUBSCRIBER AGREEMENT

The Wisconsin Library Services ("WiLS") will include _____ Library ("Member" or "Subscriber") in its contract with AccuWeather, Inc. to allow access to the SERVICE known as AP Photo Archive under the terms and conditions specified herein. The General Terms and Conditions represent the entire agreement for access to end use of the SERVICE. SUBSCRIBER agrees to abide by the AccuWeather, Inc./AP Photo Archive Terms and Conditions, as revised from time to time by AccuWeather, Inc., as if same were fully set forth herein.

1. Identification of Subscriber's site: _____
2. Number of Concurrent Users (IP addresses) Authorized: _____
3. This Agreement (the "Agreement") is dependent upon the continued license between WiLS and AccuWeather, Inc. to make available the SERVICE referenced above. Should this license expire, WiLS will notify member prior to the expiration so that member can make other arrangements for access.
4. Member agrees to access and use the AP Photo Archive SERVICE in accordance with the attached Service Terms and Conditions. Subscriber hereby certifies it has read and will be bound by the Service Terms and Conditions. The SUBSCRIBER will exercise reasonable good faith efforts to inform Authorized Users of restrictions on use of the SERVICE; however, the Subscriber shall not be liable for the actions of individual Authorized Users who act without the knowledge and consent of the Subscriber.
5. Member agrees to pay WiLS or the network or consortium fees as invoiced. All charges shall be due thirty (30) days from the date of the invoice reflecting such changes. The fee shall be \$ _____ beginning on _____ for a period of one year.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

This Agreement is valid and enforceable only if sufficient funds are made available to the state institutions by their respective state legislatures for the purpose of this program. It is mutually agreed that if the state legislature does not appropriate funds for the program, this Agreement shall be terminated or amended to reflect any reduction of funds. The decision to continue with the Agreement must be made not later than thirty (30) days after the new fiscal year affected by the legislature funding.

AGREED TO AND ACCEPTED BY:

By: _____
Signature for Member

By: _____
Signature for WiLS

Name: _____
(please print or type)

Name: _____
(please print or type)

Title: _____

Title: _____

Date: _____

Date: _____