



Classical Music Library Reseller License Agreement

1. THE PARTIES: “Customer” means the person(s) and/or organization that have ordered the Service as listed in Appendix A. “Service” means the Classical Music Library Service. “Classical” means Classical International Inc. whose registered offices are 222 East 46th Street, Suite 403, New York, NY 10017, USA. “IP” means the owners of copyright in the original materials that form part of the Service. “Distributor” means the organisation from which the Customer has purchased the Service.

2. USER LICENSE: This Agreement constitutes a non-exclusive, non-transferable license to use the Service. The Service includes the data, recordings, any accompanying search and retrieval software, and the documentation. Fees for the service are set out in Appendix A.

3. AUTHORIZED USE: Subject to the restrictions contained in Article 4 below, the Customer is hereby granted a non-exclusive license to use the Service in a way that is consistent with U.S. Fair Use Provisions and international law, and to make the Service available for research, education, or other non-commercial use only; for more extended use, the Customer must obtain prior consent in writing from Classical or the relevant IP.

The Customer's rights are limited to itself alone and do not extend to subsidiary or parent corporations, or to any other related or affiliated organizations. Any rights not expressly granted in this license are reserved to Classical.

4. OWNERSHIP: Each party will have and retain full and exclusive right, title and ownership interest in and to (i) their respective Brand features, (ii) their respective web sites and (iii) any and all Intellectual Property Rights to each and all of the foregoing.

5. RESTRICTIONS: The Customer may not decompile or reverse engineer the Service; modify or create a derivative work; remove, obscure, or modify copyright notices; sell, distribute or commercially exploit the Service; or transfer, assign or sublicense this license.

6. AUTHORIZED USERS: Authorized Users are the Customer’s currently enrolled full- or part-time students, employees, faculty, staff, affiliated researchers, distance learners, visiting scholars, and walk-in patrons as well as authenticated remote users who have legitimate access to Services licensed by the Customer. The Service may be used by the licensed number of simultaneous users for which the Customer has paid.

7. DELIVERY / ACCESS: The Service will be stored and maintained at one or more locations in digital form. If the Customer has paid for an annual subscription, Authorized Users will be granted access to these location(s) through mutually agreed authentication mechanisms. Customer is responsible for ensuring access is limited to Authorized Users, and to notify Classical promptly of any changes in authentication processes or suspected unauthorised accesses or other breaches of security.

8. LINKING AND MARKETING OBLIGATIONS: Customer will display links to the Classical Service in a mutually agreeable manner on locations in the Customer web site. Customer shall make a good faith effort to promote the Classical Service to Customer’s user base. The parties may issue joint press releases and mutual endorsements of the Classical Service.

9. USER DATA: Classical will provide Customer with monthly usage reports summarizing the usage using formats standard in the online information provision industry. Each party will comply with the terms of its own privacy policy with respect to the use of the Classical Service, and comply with all applicable laws in using or releasing user data.

10. CUSTOMER SUPPORT: Classical and its Distributors will offer reasonable levels of continuing support via email, or phone for feedback, problem-solving, or general questions. Any technical assistance that Classical and its Distributors may provide to the Customer is provided at the sole risk of the Customer.

11. PRICING AND TERM: Payment in full of one year’s worth of fees is due within thirty days after the beginning of the Initial Term and each Renewal Term. Classical will provide web access at the start of the term for which the Customer has paid the initial subscription fee. The term will be extended to all periods for which the Customer has paid. In the event that Classical and the Customer mutually agree to an updated version of this Agreement, the updated version shall replace this version. Classical reserves the right to cease offering the Customer the opportunity to renew a subscription.

12. PRODUCT UPDATES: The Customer will receive updates to the Service for which the appropriate fee has been paid. If the Customer fails to comply with any of its responsibilities under this Agreement, the Customer may be denied any and all future updates, without precluding Classical from seeking any other remedies. Product updates will not include any new products introduced

13. PERFORMANCE: Classical will use reasonable efforts to ensure that its servers have sufficient capacity and rate of connectivity to provide the Customer with a quality of service comparable to current standards in the online information provision industry in the Customer’s locale. Classical will use reasonable efforts to provide continuous service with an average of 28 days of up-time per month. Scheduled down-time will be performed at low-usage times.

14. LIMITATION OF WARRANTIES AND LIABILITY: Classical warrants that the Service is free from defects in materials and workmanship under normal use. This will be Classical's and the IP's entire liability with respect to this license. Classical and the IP's warrant and represent that they have the right to enter into this Agreement and to deliver the Service "as is."

These warranties are in lieu of any and all other warranties, written or oral, express or implied, including without limitation, warranties of merchantability of fitness for a particular purpose, all of which Classical disclaims. In no event will Classical be liable for more than the license fee paid (whether such liability arises from breach of warranty, breach of this contract or otherwise, and whether in contract or in tort, including negligence and strict liability).

15. TERM AND TERMINATION: This Agreement commences from the date on which Classical notifies Customer of access to the Service, and will renew automatically for successive one year renewal terms unless either party notifies the other in writing at least sixty days prior to the end of a term of its intent not to renew the Agreement. If the Customer breaches any term of this Agreement, Classical may, in addition to its other legal rights and remedies, terminate this license on 7 days written notice to Customer, if Customer has not remedied the breach within the 7 days. Upon any termination, the Customer will forthwith return to Classical the Service and all copies thereof, and will erase any and all electronic storage of copies of the Service. Any termination, whether or not pursuant to this Article 15, will not affect any obligation or liability of a party arising prior to termination, and the provisions of Articles 15 will survive any termination.

16. FORCE MAJEURE: Neither Classical nor the IP will be responsible for any delay or failure in performance resulting from any cause beyond their control.



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by Classical from time to time.

17. DISPUTE RESOLUTION: If any differences arise between the Customer and Classical relating to the meaning of this Agreement, the parties agree to resolve such differences through Arbitration or by any other means to which the two parties may agree.

18. INDEMNIFICATION: Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney’s fees, which arise from any alleged breach of such indemnifying party’s representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. This indemnity shall survive the termination of this Agreement.

19. ENTIRE UNDERSTANDING: This Agreement constitutes the entire understanding of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

20. AMENDMENT: No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of the Customer and Classical.

21. ENFORCEABILITY BY IP: The IP retains its rights to enforce its trademarks, copyrights, patents, trade secrets and other rights against any violation thereof.

22. SEVERABILITY: If a term or condition of this Agreement is invalid or unenforceable, the remaining terms and conditions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law.

We, the undersigned, have read and agree to abide by the conditions contained in this Agreement, and confirm that the information supplied in Appendix A is complete and correct. Note that any failure to complete Appendix A correctly may result in an unavoidable delay in the integration of the Service.

CUSTOMER:

Signature _____

Name (please print) _____

Title _____

CLASSICAL:

Signature _____

Name (please print) _____

Title _____



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Appendix A: Order & Integration Form

CUSTOMER INFORMATION

Library/School Name:			
Mailing Address:			
Billing Contact Name:			
Email:		Phone:	
Technical Contact Name:			
Email:		Phone:	
Main Contact Name:			
Email:		Phone:	

ORDER INFORMATION

SUs purchased:		Total Price:	\$	Subscription Length:	months	Order Date	dd/mm/yy
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SERVICE OPTIONS

Purchasing / Downloading functionality?	Local (on-campus) Access:	YES	NO
	Remote (off-campus) Access:	YES	NO

Authorization: Please list your IP ranges or referring URLs (add additional pages as required)	
Local Access	Remote Access (optional)

Are you also a WilsonWeb subscriber?		If yes, please provide authentication details	
Yes	No	Username/Password or other details.	

If you have questions about how to fill out this form, please refer to the Classical Music Library Integration FAQ that came with it. If you did not receive a copy of the FAQ, please call or email your Classical sales rep immediately.