



This form must be attached to your purchase order.

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

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: \_\_\_\_\_

**NAXOS Music Library**

Academic User #	List Price	WiLS Price
5 Users	\$800	<b>\$714</b>
10 Users	\$1,550	<b>\$1,386</b>
15 Users	\$2,250	<b>\$2,016</b>
20 Users	\$2,900	<b>\$2,562</b>

Public libraries call for price quote, contact Cheryl Bradley (cbradley at wils.wisc.edu or 608-265-4167)

Complete and send this order form with this [license agreement](#).

If you have any questions about the content, please contact:

Randall Foster at NAXOS.

Phone: 615-771-9393 x54

Email: rfoster at naxosusa.com

**WiLS** 728 State Street, Rooms 464 and B106B, Madison, WI 53706

**SUBSCRIBER TERMS AND CONDITIONS TO BE AGREED TO IN WRITING BY AND  
BETWEEN SUBSCRIBER AND VENDOR**

**NAXOS DIGITAL SERVICES LTD  
ANNEXURE A TO LICENCE AGREEMENT**

<b>Party details</b>	<b>Customer ("you")</b>		<b>NAXOS ("we" or "us" or "our")</b>
	Name		Naxos Digital Services Ltd
	Address		11 <sup>th</sup> floor, Cyberport 1 100 Cyberport Road HONG KONG
<b>Service</b>	<b>Service Version</b>		<b>Minimum System Requirements</b>
	Naxos Music Library # users IP authentication		(a) broadband internet connection; and (b) (for PC users) MS Windows 98, 2000, XP or XP Professional with MS IE 6.0 and Media Player 9.0; and (c) (for Apple users) iMac with OS 8.6, 9.0 with MS IE 5.1 for Mac or OS 10.2 with MS IE 5.2 for Mac and Media Player 7.1 for Mac.
<b>Service Fee</b>	\$ per annum		
<b>IP Address Range</b>			
<b>Permitted Number of Authorised Users</b>	Not to exceed # concurrent users		
<b>Catalogues:</b>	Naxos, Marco Polo, DaCapo		
<b>Date of Licence</b>	the 1	day of	2004

We agree to provide you with a non-exclusive licence to use the Service on the terms and conditions set out in **Annexure A** to this Licence.

**EXECUTED** as an Agreement.

**SIGNED** by a duly authorised representative for **NAXOS DIGITAL SERVICES LTD:**

\_\_\_\_\_  
Signature of authorised officer

\_\_\_\_\_  
Name of authorised officer

**SIGNED** by a duly authorised representative for the **CUSTOMER:**

\_\_\_\_\_  
Signature of authorised officer

\_\_\_\_\_  
Name of authorised officer

(Ph.) \_\_\_\_\_  
Phone number of authorised officer

\_\_\_\_\_  
Email address of authorised officer

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## **1. GRANT OF LICENCE**

We grant you a non-exclusive, non-transferable licence to use the Service on the terms and conditions set out in this Licence.

## **2. TERM**

This Licence comes into effect upon your payment of the Service Fee and continues until terminated pursuant to the terms and conditions of this Licence.

## **3. AUTHORISED USE & USERS**

- 3.1 We consider you are using the Service under this Licence regardless of whether you use all or only part of the Service.
- 3.2 You will use the Service in compliance with the U.S. Fair Use Provisions for educational, research and other non-commercial uses only.
- 3.3 You will allow internal and external access to the Service only by Authorised Users on your intranet.
- 3.4 The rights granted by this Licence are restricted to the recordings embodied in the Service. You are responsible for obtaining any other relevant permissions including public performance rights if applicable.

You agree to take all reasonable measures to prevent users from:

- (a) parting with possession of, distributing, transferring, loaning, renting, selling, leasing, sub-licensing or otherwise dealing with the Service to another person or body;
- (b) downloading, copying, burning, capturing, re-transmitting, streaming or re-streaming, recording or reproducing the Service by any means or in any form;
- (c) allowing unauthorised access to the Service;
- (d) altering, modifying, reverse engineering, decompiling or disassembling the Service for any purpose whatsoever;
- (e) altering, changing, removing or obscuring any notices or other indications (including copyright notices) as to the ownership of the Service;
- (f) using the Service for spamming or of a 'spamming' nature; or
- (g) framing, deep linking or establish unauthorised links to any part of the Service,

without our written consent.

- 3.5 Authorized users may print texts from the Service for research and educational purposes but may not further distribute the material.
- 3.6 You will notify us immediately if you become aware of any breach of this Licence or unauthorised use of the Service and agree to provide us with all necessary assistance in any action we may take in response to any breach.

## **4. SERVICE FEE**

- 4.1 You agree to pay us the Service Fee upon execution of this Licence and continue to pay the Service Fee on each anniversary of the Date of Licence. Where mutually agreed an updated version of this Licence can replace this Licence.
- 4.2 We will notify you at least 60 days prior to the expiration of this Licence. If payment has not been received by the expiration date we may terminate this Licence pursuant to clause 8.
- 4.3 The Service Fee is exclusive of any sales or value added taxes, where required by law.

## **5. SERVICE FEATURES & SYSTEM REQUIREMENTS**

- 5.1 Upon your execution of this Licence and payment of the Service Fee, we provide you with the following:
  - (a) Access to the Service for the number of authorized users as set out in the Schedule above.; and
  - (b) Reasonable levels of technical support by email or by telephone throughout your use of the Service and which you accept at your sole risk.
- 5.2 The Service includes, as relevant, our website and its contents, anything streamed from our website, data, recordings, text, photographs, graphics, art works, button icons, logos, trade marks, any accompanying search and retrieval software, manuals, user guides, passwords and security strings and documentation.
- 5.3 You will receive updates of the Service for which the appropriate Service Fee has been paid. The Service includes the content of the Catalogues as described in the Schedule above.
- 5.4 Due to contractual or other limitations, from time to time, some content on the Service may no longer be available. We may modify or discontinue, temporarily or permanently, the programming of the Service or the way the Service is presented at any time without notice subject to clause 8.5. Should a significant proportion of the content be removed from the Service then within 30 days we will replace it with content of similar quantity and quality as that removed. After 30 days, should you consider the service to be considerably diminished you will have the right to terminate this Licence immediately and receive a refund for the unused portion of the subscription fees. Where possible, reasonable prior notice will be given.

5.5 The Minimum System Requirements are set out in the Schedule of this Licence. We will give you 60 days prior notice if we change the Minimum System Requirements. If changes to the Minimum System Requirements impede your ability to use the Service, you will have the right to terminate this Licence immediately and receive a refund for the unused portion of the Subscription Fees.

5.6 You are responsible for any hardware, systems and software programs you use and any associated fees and expenses to connect to or use the Internet, stream the music and use the Service.

## **6. TITLE, INTEREST & INTELLECTUAL PROPERTY RIGHTS**

6.1 This Licence does not give you any intellectual property rights in the Service nor does it make you the owner of the Service and nor does it transfer or assign to you any right, title, interest or other proprietary rights in the Service.

6.2 Any data provided by you to us will only be used for the conduct of our business subject to privacy and other relevant laws.

6.3 In this Licence, intellectual property includes the full benefit of any rights in any copyright, patent, trademark, registered design, trade and business names, agreements, inventions, discoveries and improvements, computer programs, confidential processes, confidential information and know-how and includes without limitation any artistic work, images, photographs, animations, video, audio, music, text, recordings and programming and any adaptation of it or concept relating to it.

## **7. EXCLUSIONS AND LIMITATION OF LIABILITY**

7.1 To the maximum extent permitted by law our liability is limited to supplying the services again.

7.2 Notwithstanding anything else in this clause 7, our maximum aggregate liability under or relating to this Licence in any 12 month period, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity or on any other basis is limited to the pro rated Service Fees paid by you during that 12 month period.

7.3 In no event are we liable under or in relation to this Licence for any indirect, special, economic or consequential loss or damage or loss of revenue, profits, goodwill, bargain or opportunities or loss or corruption of data or loss of anticipated savings incurred or suffered by you whether caused by negligence or otherwise or whether or not we were aware or should have been aware of the possibility of such loss or damage. This includes but is not limited to the transmission of any computer viruses or anything else that may interfere with or damage the operation of your computer systems.

## **8. TERMINATION**

8.1 Either you or we may terminate this Licence for any reason by giving to the other 30 days written notice. If you terminate on notice we will refund any unused part of the Service Fee. If we terminate on notice pursuant to this clause 8.1, we will refund the balance of the Service Fee as long as you are not in breach of this Licence.

8.2 We may terminate this Licence if you commit a material breach of its terms and fail to rectify said breach within 30 days of being notified.

8.3 We may also terminate this Licence with 30 days notice to you if:

(a) you become, threaten or resolve to become or are in jeopardy of becoming subject to any form of insolvency administration;

(b) you enter into or propose to enter into a scheme, composition or arrangement with any of your creditors.

8.4 If this Licence is terminated, you must immediately cease all use of and access to the Service and use all reasonable efforts to delete, erase and otherwise remove all copies of the Service from all equipment into which you have loaded or installed the Service.

8.5 If we terminate this License, we will:

(a) refund the pro-rata unused balance of the Service Fee you have paid us;

(b) recover from you any money (including Service Fees) which you owe us;

(c) be regarded as discharged from any further obligations under this License; and

(d) pursue any additional or alternative remedies provided by law .

## **9 FORCE MAJEURE**

- 9.1 We will not be in breach or default of any obligation, agreement, covenant (whether express or implied) by reason of any circumstance beyond our reasonable control including any act of nature, industrial dispute, act of governmental or other authority.
- 9.2 We shall notify you as soon as practicable of any suspension of the Service due to force majeure. The performance of our obligations under this Licence will be suspended for the period of the inaccessibility of the Service due to force majeure. In the event that the Service is inaccessible due to our fault and/or to force majeure for more than 5 consecutive business days we will extend the expiration date of this Licence by the same number of days as the Service was unavailable.
- 9.3 Your obligation to pay the Service Fee is not affected by this clause 9.

## **10 GENERAL**

- 10.1 You will not assign any of your respective rights or obligations under this Licence without our written consent.
- 10.2 Any time or indulgence or any waiver by us of any terms or conditions of this Licence shall not affect any of our other rights under this Licence nor shall it at the same time be deemed a waiver by us of any other terms or conditions of this Licence or subsequent breach of such term or condition.
- 10.3 This Licence constitutes your entire agreement with us. Any prior arrangements, Licences, representations or undertakings are superseded. This Licence may not be changed, altered or modified unless done so by written instrument signed by you and us.
- 10.4 If any of the terms and conditions or provisions of this Licence are determined invalid, unlawful or unenforceable to any extent such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 10.5 This Licence is governed by and construed in accordance with the laws of [state] and you agree to submit to the jurisdiction of the Courts of [state].
- 10.6 Nothing in this Licence shall constitute or be deemed to constitute a partnership, joint venture or relationship of principal and agent or any other fiduciary relationship between us.
- 10.7 This Licence may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.
- 10.8 In entering into this Licence, you have not relied upon any warranty or representation in relation to our Service or us which is not expressly set out in this Licence and you have relied entirely on your own enquiries in relation to our Service and us.