



## Electronic Rights License Agreement

This ELECTRONIC RIGHTS LICENSE is made by and between:

**World Trade Press**, located at 616 E Eighth Street, Suite 7; Traverse City, MI 49686 USA; Tel: (707) 778-1124; Fax: (707) 778-1329, (hereinafter referred to as "Licensor"), its successors and assigns; and

**Lawrence Library**, 15 Main Street, Pepperell, MA 01463; Tel: (978) 433-0330; Email: Debra Spratt: dspratt@cwmars.org; hereinafter referred to as "Licensee"), its successors and assigns.

The parties agree as follows:

### 1. Definitions

In the context of this Agreement "The E-Content" shall mean:

### Global Road Warrior

### 2. License Grant

- (a) Licensor hereby grants Licensee a non-exclusive whole organization license to the E-Content.
- (b) Access to the E-Content is based on Authentication. This means that any individual can freely access the E-Content so long as the computer from which access is sought is authenticated or a valid logged in user on another computer.
- (c) Licensee shall not market, sublicense, lease, rent or resell the E-Content in any form to third parties.
- (d) Licensee shall not make the E-Content available freely on the Internet.

### 3. Deliverables

The Licensor shall deliver to the Licensee:

- (a) A working link to Licensor's server where the E-Content shall reside and be available to Licensee through a web link.
- (b) Updates. On an ongoing basis, during the term of this license, updated version(s) of the E-Content.

### 4. Term of License

The Electronic Rights License herein granted shall operate for a term of one (1) year from the effective date of this agreement.

### 5. Effective Date

The effective date of this Agreement shall be:

05/15/2018

### 6. Fees/Payment Schedule

As consideration for the rights granted by this License Agreement, Licensee shall pay to Licensor a fee of (check one):

a) Standing Order: \$250.00 per year, or  
 b) Regular Order: \_\_\_\_\_ per year,  
payable within 30 days of the beginning of each annual license term.

### 7. Regular Order vs. Standing Order Terms

A "Regular Order" is for a one-year term, which Licensee may or may not renew at the end of the year at its own discretion.

A "Standing Order" is for the automatic renewal of this agreement (at no more than a five percent increase per year) for successive one-year terms. In exchange for the discounted price applicable to Standing Orders, Licensor will automatically bill Licensee for successive one-year terms. However, Licensee has the option to cancel the successive one-year term within 30 days of receipt of Licensor's invoice simply by a) writing "Cancel License" and the authorizing individual's name on the invoice, and b) returning the

invoice to the Licensor. In case of cancellation of the Standing Order, the first year's fees WILL NOT be adjusted to the higher "Regular Order" fee level.

### 8. Warranty

Licensor represents and warrants that it has full authority to enter into this Agreement and has all necessary rights in and to the E-Content licensed. If any third party asserts interest in or rights to any content covered by this license, Licensor shall have the option to replace or modify said content without effecting other terms of this agreement.

### 9. Copyright

The Licensor maintains full copyright to the E-Content.

### 10. Other Rights

All rights in the E-Content, whether now existing or which may hereafter come into existence that are not specifically granted to the Licensee in this Agreement are reserved by the Licensor.

### 11. Assignment

Licensee may not assign or transmit this Agreement in whole or in part without the prior consent of the Licensor. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees.

### 12. Relationship

Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment relationship, agency relationship or a franchise between the parties.

### 13. Hosting

Licensor agrees to host the E-Content on its own servers.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year written below.

#### Licensee:

Lawrence Library, by

Name: Debra Spratt

Title: Director

(Signed): DS

Date: 5/15/18

#### Licensor:

World Trade Press, by

Name: Adam Weis

Title: Sales Manager

(Signed): \_\_\_\_\_

Date: \_\_\_\_\_