

DATA DISTRIBUTION LICENSE AGREEMENT

This Data Distribution License Agreement (this “**Agreement**”) is entered into as of _____, 20__ (the “**Effective Date**”) by and between _____, a _____ (“**Licensee**”), with its principal office at _____, and Gale, Cengage Learning, Inc., a Delaware corporation (“**Cengage**”), with its principal office at 200 Pier 4 Boulevard, Boston, MA 02210.

In consideration of the mutual covenants and agreements set forth herein, Cengage and Licensee agree as follows:

1. **Grant of License; Delivery; Restrictions.**

A. Grant of License. Subject to Licensee’s payment of all amounts due hereunder, and to all restrictions set forth herein and in the Exhibits hereto (each of which is attached hereto and made a part hereof), Cengage hereby grants Licensee the limited, non-exclusive, revocable, non-transferable, non-sublicensable, world-wide (subject to applicable export laws), right and license to publish, display and modify (solely for purposes of reformatting) the material owned or controlled by Cengage and set forth on Exhibit A hereto (the “**Licensed Content**”), solely via Licensee’s proprietary content retrieval system more fully described on Exhibit A (the “**Services**”) and subject to such other restrictions set forth herein and in the Exhibits.

B. Delivery. Cengage shall deliver, in a mutually agreeable format and method, such agreement not to be unreasonably withheld, the Licensed Content not more than _____ () business days following the execution of this Agreement and, to the extent Cengage updates the Licensed Content, not more than _____ () days following each such update during the term of this Agreement.

C. Modifications to Licensed Content by Cengage. Licensee acknowledges that Cengage has the right to change or modify the editorial content comprising the Licensed Content from time to time, including the right to add and/or remove publications, and that Cengage may make such modifications without notice to Licensee.

D. Other Rights Reserved. All rights not explicitly granted in this Agreement are reserved to and remain the property of Cengage. Except as expressly set forth herein, Cengage does not grant Licensee any other rights to use the Licensed Content and all such rights are reserved to Cengage. The licenses granted herein are specific to Licensee and give no rights to any other party. Licensee will not use the Licensed Content except as explicitly allowed under this Agreement. Without limiting the generality of the foregoing, Licensee is not granted the right to include the Licensed Content (i) in Services that cannot measure and record usage at the user level; (ii) in Services that allow Customers (hereafter defined) or users to create an archive of the Licensed Content on their own computers; (iii) in tangible media products, including but not limited to CD-ROM; and (iv) in Services that allow Customers to internally redistribute or re-use the Licensed Content except to users.

2. Use and Access Restrictions. Notwithstanding anything to the contrary set forth herein, without Cengage’s prior written approval, Licensee may not use or provide access to the Licensed Content in the following manners:

A. Modification of Licensed Content by Licensee. Licensee will not (i) segment individual publications or articles from the Licensed Content into new database files or products;

(ii) use data field elements from the Licensed Content to create new database files or products; or (iii) add, subdivide, modify, delete, or change the content of the text or other data field elements in the Licensed Content. Notwithstanding the foregoing, Licensee may modify the Licensed Content solely for the purpose of integrating the Licensed Content into the Services, provided that none of the modifications will be visible to the user or the Customer.

B. Advertising and Navigational Links. With respect to the Services, Licensee agrees that advertising and navigational links to e-commerce products and services will be differentiated from the Licensed Content and a brief disclaimer will be included in the Services stating that any advertising or navigational links are not provided by Cengage and should not be construed as endorsements by either party.

C. Customer Restrictions. Licensee may make the Licensed Content available for review via the Services solely to organizations, institutions and individuals (each, a “**Customer**” and collectively, “**Customers**”) (i) that have accepted (in a legally enforceable manner) a written agreement, the form of which has been approved in writing by Cengage, (ii) that are not educational institutions of any kind, libraries or providers of list/directory services, and (iii) that will not resell or redistribute the Licensed Content to any person or entity. In making the Licensed Content available to Customers, Licensee will use commercially reasonable digital rights management tools to ensure that the Licensed Content is not used in violation of this Agreement.

3. Proprietary Rights; Confidentiality.

A. Licensed Content. Except for the limited license specifically provided herein, this Agreement will not transfer to Licensee any right, title, or interest in the Licensed Content, or in any data included in the Licensed Content. Cengage will have the right to offer, to license, or to sell all or any portion of the data in the Licensed Content, or use of it, independently of this Agreement in any manner Cengage desires.

B. Related Material. Licensee acknowledges that other materials relating to the Licensed Content that may be prepared by Cengage, including, but not limited to, Cengage’s thesauri, vocabulary and indexing, product codes, event codes, documentation, user manuals, promotional, and other materials, are and will remain the sole and exclusive property of Cengage or its third party providers. Licensee may not use, re-purpose, re-distribute, or resell any of these materials in any way except to support immediate access to the Licensed Content by Customers using the Services, nor may Licensee distribute or sell any of these materials or integrate such materials into any product offerings not described as part of the Services.

C. Trademarks. Licensee acknowledges that all rights to the trade names and trademarks pertaining to the Licensed Content belong to Cengage and all goodwill arising out of the use of such trade names and trademarks will inure solely to the benefit of Cengage. Licensee may only use such names in the operation, marketing, advertising, and provision of the Licensed Content pursuant to this Agreement. Cengage may use Licensee’s trade names in marketing collateral that lists distributors. However, both Cengage and Licensee will authorize the proper and appropriate use of marks that are their respective property.

D. Copyrights. Licensee acknowledges that the Licensed Content is Cengage’s copyrighted property and comprises information, formatting, and templates created by, or selected, coordinated, and arranged by Cengage through the exercise of authorship, and by the application

of editorial standards and judgment, involving the expenditure of considerable work, time, and money.

E. Confidentiality. As used in this Section, “disclosing party” and “recipient” refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Licensee or Cengage may be deemed disclosing party or recipient depending on the circumstances of a particular communication or transfer of information. Recipient will hold Confidential Information (hereafter defined) of disclosing party in confidence, using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without disclosing party’s advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents in the normal course of its business and only on a need-to-know basis; provided; each such employee or agent, as applicable, must either have agreed in writing to comply with confidentiality obligations no less restrictive than those set forth herein or must be bound by a recognized professional ethical duty of confidentiality that would prohibit disclosure of Confidential Information. Notwithstanding the forgoing, a party will not be prohibited from disclosing Confidential Information to the extent required by an order from a court or other governmental body of competent jurisdiction; provided that, the party to which the request for disclosure is made shall (to the extent permissible by law) provide the other party with prior prompt written notice thereof and, if practicable under the circumstances, allow the other party to seek a restraining order or other appropriate relief. The party required to make such disclosure will cooperate (at the expense of the other party) with the efforts of the other party in obtaining such relief. If such relief cannot be obtained, the party required to disclose Confidential Information shall cooperate (at the expense of the other party) with the other party’s efforts to obtain reasonable assurances that confidential treatment will be accorded to the information so disclosed. Each party acknowledges that the other party will suffer irreparable injury as a result of any misuse, disclosure or duplication of its Confidential Information by the other party in violation of this Section. Accordingly, the injured party shall be entitled in such event to seek injunctive relief, without proving actual damage or posting a bond or other security, in addition to any other applicable remedies, including the recovery of damages. **“Confidential Information”** means any and all tangible or intangible information and material that from all the relevant circumstances should reasonably be assumed to be proprietary or otherwise confidential furnished by disclosing party or its representatives to recipient, whether furnished before or after the date hereof, whether oral, written, or recorded/electronic, and regardless of the manner in which it is furnished, including, without limitation, the terms of this Agreement. “Confidential Information” does not include information that (a) is or becomes generally known to the public by any means other than a breach of the obligations under this Agreement; (b) was received by recipient from a third party who had a lawful right without restriction to disclose such information; (c) is independently developed by recipient without any use of or reliance on any Confidential Information; or (d) recipient lawfully had knowledge of, or access to, prior to the time of disclosure by disclosing party.

4. Copyright Notice, Branding and Links.

A. Copyright Notice. Licensee will display on every record accessed from the Licensed Content (excluding title lists) the Cengage copyright contained in the “CY” field of the record or “Copyright (year) Cengage Learning, Inc. All rights reserved,” and will display on any display of text, or portion of the text thereof, the publisher copyright contained in the CP field of the record or “Copyright (year and name of publisher”).

B. Branding and Links. Licensee may include Cengage’s web site address (www.Cengage.com) on any pages in the Services, marketing collateral, or training material that describe the Licensed Content. Licensee will also include Cengage’s and/or selected publisher’s logos on the Licensed Content with links to their respective web sites upon thirty (30) days' prior written notice and provision of logos and web site addresses. Licensee will at all times comply with Cengage’s brand usage guidelines which Cengage may provide to Licensee from time to time or upon request.

5. Term and Termination.

A. Term. The initial term of this Agreement will be for a period of one (1) year commencing on the Effective Date and will automatically renew for successive one (1) year periods until terminated in writing by either party at least ninety (90) days prior to the expiration date of the initial term or any renewal term of this Agreement.

B. Termination. Notwithstanding anything to the contrary contained in this Agreement, the parties may terminate this Agreement (i) upon notice to the other party if the other party has breached in any material respect any of its obligations under this Agreement, and such breach remains uncured for a period of thirty (30) days after receipt of notice of the breach (such remedy will be in addition to all other rights and remedies the non-breaching party may have available to it under this Agreement, as applicable, or by law or in equity); or (ii) if the other party suffers any insolvency proceeding, either voluntary or involuntary, or is adjudicated bankrupt or makes any assignment for the benefit of creditors (such termination will not relieve the party in proceedings from liability for the performance of its obligations arising prior to such termination and will be in addition to all other rights and remedies the terminating party may have available to it under this Agreement or at law or in equity).

C. Termination with respect to certain Licensed Content. If Cengage no longer has the right to grant the licenses set forth herein with respect to any of the Licensed Content, any licenses granted hereunder with respect to such Licensed Content will immediately terminate upon notice from Cengage to Licensee. For the avoidance of doubt, this Agreement will remain in full force and effect with respect to the remaining Licensed Content.

D. Effect of Termination or Expiration. Upon termination or expiration of this Agreement for any reason or upon termination of any applicable licenses in accordance with Section 5.C., (i) Licensee will immediately discontinue all uses of the Licensed Content (or applicable Licensed Content, as the case may be) and will, within thirty (30) days after the effective date of termination, purge the Licensed Content from Licensee’s computer system and destroy all versions of the Licensed Content in Licensee’s possession and/or control; and (ii) the parties will immediately discontinue use of each other’s trademarks and/or trade names with respect to this Agreement or the applicable Licensed Content, as the case may be. At a party’s request, the other party will certify in writing that the foregoing actions have been taken.

6. Payments. In consideration of the rights and licenses granted by Cengage to Licensee hereunder, Licensee will pay Cengage the amounts described below.

A. Royalties. Licensee will pay Cengage the royalties (collectively, “**Royalties**”) and/or fees (“**Fees**”, and together with Royalties, “**Payments**”) set forth in Exhibit B hereto (the “**Payment Exhibit**”). Licensee will deliver to Cengage all Payments within thirty (30) days after the date on which such Payments become due in accordance with the Payment Exhibit. Licensee agrees that Cengage shall have the right to modify the Royalty rates on a prospective basis not more than once each year (following the anniversary of the Effective Date) upon one hundred twenty (120) days' advance written notice. The currency to be used for all Payments is the United States dollar.

B. Payment Address. Licensee will deliver all Payments to Cengage via wire transfer or via physical delivery to the following addresses:

Wire Payments:

Bank Name: Harris Bank
Chicago, IL
SWIFT Code: HATRUS44
Account Name: The Gale Group
Account No.: 265-887-0

Mailed Payments:

Bank Name: Harris Bank
Address: PO Box 95501
Chicago, IL 60694

C. Audit. Licensee will keep accurate books and records as are required to document the Payments due to Cengage under this Agreement and Licensee’s compliance with its other obligations hereunder. Licensee will give to Cengage and its auditors, during normal business hours and upon reasonable notice, access to Licensee’s books and records insofar as they relate to Payments and/or Licensee’s performance of its obligations under this Agreement. All books of accounts and records will be kept available for at least two (2) calendar years after the termination or expiration of this Agreement and, in the event that there shall be an unresolved dispute with regard to any Payments at the end of such period of time, all such records will be preserved by Licensee until such dispute shall have been resolved. If there is an underpayment of 5% or more in the Payments paid by Licensee for the period in dispute, Licensee will pay, in addition to the amount of the shortfall, all auditing costs. Licensee will remit to Cengage immediately any underpayment, together with interest calculated at a rate of one percent (1%) per month for each month such payment is overdue.

7. Reports. All of the following reports will be provided at Licensee’s sole expense.

A. Royalty Reports. Together with the payment of Royalties when due, Licensee will supply Cengage with both printed and electronic reports, each in a format reasonably acceptable to Cengage, that shows in reasonable detail the calculation of the Royalties due for the applicable period broken down by Service and by product, including the basis used to calculate the Royalties. Such reports will be delivered to Cengage within thirty (30) days after the close of the applicable Royalty period.

B. User Information. At Cengage's request, Licensee will provide Cengage with an electronic report that provides certain aggregate demographic information about users of the Licensed Content, e.g., by location, industry, etc. Such report will be delivered to Cengage within thirty (30) days after request.

C. Third Party Licensed Data and Full-Text Usage Reports. Licensee will furnish to Cengage an electronic report in the format described on Exhibit C that provides an accounting of each full-text article viewed by users. Such reports will be delivered to Cengage within thirty (30) days after the end of each calendar month.

D. Use of Report Information. The information provided under Section 7 [Reports] is strictly for internal purposes only. Cengage acknowledges that the information contained in reports provided by Licensee to Cengage is confidential to Licensee and, accordingly, Cengage will use reasonable efforts to safeguard and protect such information from disclosure to others. However, Cengage is permitted to use the information contained in such reports for editorial decisions and to supply such information on a limited basis to Cengage's third-party providers in conjunction with the Royalty payments for material contained in any of the Licensed Content.

8. Licensed Content Development, Updating, and Availability.

A. File Development. Cengage will provide reasonable documentation and access to sample data to assist Licensee in the design and development of its use of the Licensed Content. The initial data loads and backfiles will be delivered to Licensee in Cengage's standard format via FTP delivery. Before the Licensed Content may be publicly released, Licensee will provide Cengage access to the Licensed Content in the test version of the Services and obtain Cengage's approval that the use and design of the Licensed Content complies with the terms herein, provided that such consent shall not be unreasonably delayed or withheld.

B. Updates. Cengage will use reasonable efforts to provide daily updates to the Licensed Content in Cengage's standard format via FTP delivery, and Licensee agrees to use reasonable efforts to update the Licensed Content within twenty-four (24) hours of receipt. Each party will be responsible for its own costs associated with the delivery/retrieval of such updates. Such updates will include new records and revisions of existing records.

C. Currency and Availability of the Licensed Content. Licensee will maintain the Licensed Content on a basis that is no less current than other licensed content on the Services so long as Cengage provides the updates required to maintain such currency. The Licensed Content will be available on Licensee's Services during all hours of operation, exclusive of time required for maintenance purposes as determined by Licensee. Licensee also will ensure that the Licensed Content is made known and available to Customers in a manner that is no less convenient or readable than the access or readability to any other data provided by Licensee to Customers and/or any of its customers.

9. File Maintenance.

A. Record Deletions/Modification. Except as otherwise provided herein with respect to immediate or other sooner removal or modification requirements, Licensee will delete/modify records in the Licensed Content within sixty (60) days of receipt of deletion/modification notice(s) from Cengage.

B. Immediate Deletion. If any portion of the information contained in the Licensed Content is or could be subject to a claim of defamation, obscenity, invasion of privacy, or infringement of a third party's proprietary right (including copyright), Licensee agrees to delete it within seventy-two (72) hours after receiving notice from Cengage (which notice may be sent by email). Further, Licensee will email a deletion confirmation to Cengage's _____ at _____ within twenty-four (24) hours after removal that the deletion has been made. This notice is not a legal notice for purposes of Section 16 (Notices).

C. Change of Form/Format. In the event that Cengage desires to change the forms or formats of the Licensed Content provided under this Agreement, it will provide Licensee with at least sixty (60) days' written notice for substantial changes and at least thirty (30) days' written notice for all other changes, along with documentation describing the proposed changes. In the event Licensee shall desire to cancel the license for the affected content because of the proposed changes, it will notify Cengage in writing at least fifteen (15) days in advance of the scheduled date of change and the effective date for termination. For the avoidance of doubt, this Agreement will remain in full force and effect with respect to the remaining Licensed Content. Upon receipt of Licensee's notice, Cengage may immediately notify Licensee, in writing, of its intent to retain the current forms or formats which, in such event, will render Licensee's cancellation notice null and void.

D. Access to Services. License will provide to Cengage access to the Services for purposes of file testing, maintenance, and customer service purposes. If required to access the Services, Licensee will give Cengage no less than three (3) passwords that provide access to the Licensed Content on the Services. The above described uses will be for Cengage internal use only and provided at no cost to Cengage and no Royalties will be due to Cengage thereon. Passwords provided for this access are to be used only by employees or independent contractors of Cengage.

10. Promotion, Publicity, Marketing.

A. Customer Site. Upon Licensee's request, Cengage will provide Licensee with descriptions of the Licensed Content and source lists to assist Licensee in developing help screens or documentation and providing support to users of the Licensed Content.

B. Promotion. Licensee will use reasonable efforts to promote and market the Licensed Content via the Services.

C. Positioning. Licensee will present the Licensed Content in as favorable a position as content from other third-party information providers. In addition, Licensee will not create any search function, feature, or software protocol that favors other content sets that contain substantially the same kind of information as the Licensed Content by ranking, directing, or influencing users to use such other content.

D. Publicity. Neither Cengage nor Licensee will issue any press release or other public statement regarding this Agreement without the prior written consent of the other. Licensee will not distribute any promotional or sales material that promotes the Licensed Content by trade name or refers to any specific publication within the Licensed Content without the prior written consent of Cengage.

11. Warranties. Cengage represents and warrants that to its knowledge it owns or has secured licenses for all appropriate content used in the Licensed Content and therefore has the right to

license use of the Licensed Content. Each party represents and warrants to the other that: (i) it has full power and authority to enter into this Agreement and to perform the obligations set forth hereunder; and (ii) the execution, delivery and performance of this Agreement does not, and will not, conflict with or violate (1) any other agreement or instrument applicable to it, (2) any applicable law, rule or regulation, or (3) any rights of a third party.

12. Indemnification.

A. Cengage. Cengage will indemnify, defend, and hold harmless Licensee, its officers, employees, and agents from and against any costs, damages, or other expenses (including reasonable attorney's fees) arising from any material breach of Cengage's representations or warranties contained herein.

B. Licensee. Licensee will indemnify, defend, and hold harmless Cengage, its officers, employees, and agents from and against any costs, damages, or other expenses (including reasonable attorney's fees) arising out of (i) any breach by Licensee of any representations or warranties contained in this Agreement, (ii) any claims by any third party resulting from the use of the Licensed Content or an error or omission in installing or incorporating the Licensed Content into the Services, (iii) a failure in the hardware or software of Licensee's computer, and/or (iv) a failure to delete any information or record contained in the Licensed Content pursuant to Section 9. B. [Immediate Deletion] of this Agreement.

C. Conditions Precedent. The obligations of either party to provide indemnification under this Agreement will be contingent upon (i) the party to be indemnified ("**Indemnified Party**") giving the indemnifying party ("**Indemnifying Party**") prompt written notice of such claim (provided that a delay in or failure by the Indemnified Party to provide such notice shall not relieve the Indemnifying Party of its obligations under this Section, except to the extent that such delay or failure materially prejudices its ability to defend such claim); (ii) the Indemnified Party providing its full cooperation in the defense of such claim, if requested by the Indemnifying Party and at the Indemnifying Party's expense; and (iii) the Indemnified Party granting the Indemnifying Party the sole authority to defend or settle the claim; provided that, neither party may consent to the entry of any judgment or enter into any settlement that adversely affects the rights or interests of the other party without such party's prior written consent, which may not be unreasonably withheld. The Indemnified Party may engage legal counsel to monitor, but not control, any such claim at the Indemnified Party's expense.

13. Limitation of Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY HERETO MAKES ANY WARRANTIES EXPRESSED OR IMPLIED, AND EACH PARTY HERETO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

14. Limitation of Liability. EXCEPT FOR AMOUNTS PAYABLE PURSUANT TO CENGAGE'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL CENGAGE BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, AND/OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF ITS PERFORMANCE OF AND/OR FAILURE TO PERFORM THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. EXCEPT FOR AMOUNTS PAYABLE PURSUANT TO CENGAGE'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CENGAGE'S AGGREGATE LIABILITY TO LICENSEE HEREUNDER, REGARDLESS OF LEGAL THEORY, SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNTS PAID TO CENGAGE BY LICENSEE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH LIABILITY FIRST AROSE.

15. Notices. Other than as expressly provided in this Agreement, any notice, request, instruction, or other communication required or permitted to be given under this Agreement (collectively, "Notices") shall be in writing, delivered to the addresses first set forth above, to the attention of Legal Notices, with respect to Cengage, with a copy sent to Cengage Learning, Inc., 27500 Drake Road, Farmington Hills MI 48331-3535, Attn: Sandra Parr, and to the attention of _____, with respect to Licensee. All Notices shall be effectively given: (i) upon personal delivery to the party to be notified; or (ii) upon receipt when delivered by a nationally recognized overnight courier, with written verification of receipt; or (iii) upon receipt as indicated by the date on the signed receipt when delivered by registered or certified mail, return receipt requested and postage prepaid; or (iv) if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no Notice was given, then upon that rejection, refusal, or inability to deliver. The parties may change their respective addresses for which Notices shall be received upon compliance with the terms of this Section.

16. Survival; Severability. The parties' rights and obligations, which by their nature should continue beyond the expiration or termination of this Agreement shall survive any termination or expiration of this Agreement, including, but not limited to, those pertaining to payments, indemnification, warranties, limitation of liability, proprietary rights, confidentiality, governing law and venue. If any provision of this Agreement is held to be unenforceable, then that provision is to be construed by modifying it to the minimum extent necessary to make it enforceable, unless such modification is not permitted by law, in which case that provision is to be disregarded. If an unenforceable provision is modified or disregarded in accordance with this Section, the rest of this Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

17. Entire Agreement. This Agreement, together with any exhibits and schedules which are attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and it supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. For the avoidance of doubt, the parties hereby expressly acknowledge and agree that if Licensee issues any purchase orders or similar documents in connection with its purchase of Licensed Content it shall do so only for its own internal, administrative purposes and not with the intent to provide any contractual terms. This Agreement shall not be amended or modified unless set forth in a document executed by duly authorized representatives of each party.

18. Independent Contractor. Each party is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.

19. Force Majeure. Except with respect to payment obligations, neither Licensee nor Cengage will be responsible for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, wars, civil disturbances, sabotage, accidents, labor disputes (whether or

not the employees' demands are reasonable and within the party's power to satisfy), governmental actions, or transportation. No such failure or delay will give the other party the right to terminate this Agreement.

20. Waiver. The failure of either party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by both parties.

21. Governing Law; Venue. This Agreement will be exclusively construed, governed and enforced in all respects in accordance with the internal laws (excluding all conflict of law rules) of the State of New York and any applicable federal laws of the United States of America. Each party agrees that any claim or cause of action whether in law or equity, arising under or relating to this Agreement shall be brought in the state or federal courts of New York County, New York, and each party hereby waives any objection to venue and hereby submits to the personal jurisdiction of such courts.

22. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

23. Assignment. Neither party may assign, sublicense or otherwise transfer (voluntarily, by operation of law, sale of stock, merger, corporate reorganization, consolidation, or otherwise) this Agreement, in whole or in part, or any right, interest, benefit or obligation under this Agreement, without the prior written consent of the other party, except that Cengage shall be permitted to assign this Agreement to an affiliate, a successor in interest or in connection with a transfer of assets to which this Agreement relates, without the consent of the other party. All of the provisions of this Agreement shall be binding upon and inure to the benefit of each party's successors in interest and permitted assigns. Any attempt to assign this Agreement other than in accordance with this Section shall be null and void.

24. Headings; Interpretation; No Third Party Beneficiaries. Section headings are included in this Agreement for mere convenience and have no special meaning. The parties agree that the terms and conditions of this Agreement are a result of mutual negotiations. Therefore, the rule of construction that any ambiguity shall apply against the drafter is not applicable and will not apply to this Agreement. Any ambiguities shall be reasonably construed as to its fair meaning and not strictly for or against one party regardless of who authored the ambiguous language. Variations in the form of defined terms used in this Agreement are included in the defined terms. This Agreement is for the benefit of Cengage and Licensee only and not for the benefit of any third party.

[END OF PAGE]

25. Counterparts. This Agreement may be executed in two or more counterparts (including by email attachment), each of which will be considered an original but all of which together will constitute one agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Cengage Learning, Inc.

[Insert Licensee's full name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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CONFIDENTIAL

Exhibit A
Licensed Content and Services

Licensed Content:

Services:

**Exhibit B
Payments**

Fees:

Royalties:

Exhibit C

ELECTRONIC REPORT FORMAT FOR ARTICLE-LEVEL USAGE REPORTING

Reporting Requirements

Delivery: FTP, CD-ROM or email (see information below).

Frequency: Quarterly, with one report per database per month.

Format: ASCII, CSV (Comma Separated Values). Carriage return / Line feed delimited records. For Record Layout, see below.

Electronic File Name: Shows reporting period and product/service name. Cengage will assign a File Code for each database. The generic format is as follows: fffyyymm.TXT, with fff signifying the assigned File Code, yy signifying the calendar year, and mm signifying the month.

Number of Files: Provide a separate file for each database. Use the appropriate electronic file name for each database.

Record Layout

<u>Field</u>	<u>Description</u>
Date	Date of usage in YYYYMMDD format
File Code	File code, uniquely identifies the file in which the search occurred, assigned by The Cengage Group
Display	Indication of the type of record displayed (e.g. TX value indicates the royalty bearing field was displayed and empty field indicates that royalty bearing fields were not used.)
ID	Cengage accession number, uniquely identifies an article.
Hits	Number of Hits per accession number per date. This field is optional, if it is not present, one hit is assumed.

(See sample report below)

Delivery Schedule

Electronic reports are due to Cengage within thirty (30) days of the close of each calendar quarter.

Delivery Instructions

Reports can be submitted using the following:

FTP: <ftp.Cengage.com>, assigned vendor folder (pre-setup is required)

CD ROM: Send directly to:

Cengage Group, Inc.
Debbie Waslesky, Finance/Royalties
27500 Drake Road
Farmington Hills, MI 48331
Bus. # (800) 347-4253, ext. 1538

EMAIL: Send directly to:

Primary Contact – debbie.waslesky@cengage.com
Secondary Contact – sharon.west@cengage.com

Sample Report using number of hits field:

20021201,ANL,TX,7194772,1
20021201,ANL,TX,7194773,2
20021201,ANL,TX,7207019,1
20021201,ANL,TX,7207039,3
20021201,ANL,TX,16946953,10
20021201,ANL,TX,16958324,1
20021201,ANL,TX,17047772,2
20021201,ANL,TX,17200232,1
20021201,ANL,TX,17353033,1
20021201,ANL,TX,107353519,1

Same report without using the number of hits field:

20021201,ANL,TX,7194772
20021201,ANL,TX,7194773
20021201,ANL,TX,7194773
20021201,ANL,TX,7207019
20021201,ANL,TX,7207039
20021201,ANL,TX,7207039
20021201,ANL,TX,7207039
20021201,ANL,TX,7207039
20021201,ANL,TX,16946953
20021201,ANL,TX,16958324
20021201,ANL,TX,17047772
20021201,ANL,TX,17047772
20021201,ANL,TX,17200232
20021201,ANL,TX,17353033
20021201,ANL,TX,107353519