

## Choice Reviews Online Site License Agreement

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2. **License Fee.** The Licensee, or its Agent, shall pay ALA in full the license fee set forth in Schedule A, hereto attached, prior to the Commencement Date of this Agreement.
3. **Term.** This License commences on the Commencement Date set forth on Schedule A and shall extend through the one-year calendar anniversary of such date. Renewals shall be at the discretion of the Licensee. In the event of renewal, The Licensee, or its Agent, shall pay ALA in full the then-current annual license fee as of the Commencement Date of each new term, as set forth on the Customer Invoice generated at that time and incorporated into this Agreement by reference.
4. **Termination.**
  - 4(a). This Agreement is for the term stipulated in paragraph 3. Except as specifically set forth in section 4(b), below, no refund or rebate of license fees paid by the Licensee shall be made for any portion of the Term in which the Licensee elects not to use the Database.
  - 4(b). In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within this time period, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause by either party, online access to the Database by Licensee and Authorized Users shall be terminated.

In the event of termination for cause by the Licensee, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid to ALA by Licensee for any remaining period of the Agreement from the date of termination.

**5. Authorized Users.** The license granted hereunder is for the unlimited use of the user community at the Licensee's Site(s) listed on Schedule A. For the purposes of this Agreement, a Site shall be defined as (a) a building or geographically continuous campus having a single physical address, and (b) affiliated buildings or facilities located within the same city as the main campus. For the avoidance of doubt, branch campuses, regional campuses, extension campuses (for universities) or branch libraries (for public libraries) are considered separate Sites and are subject to additional licensee fees on a per-site basis.

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**10. General.** This Agreement constitutes the entire agreement between the parties and may be amended only by a written instrument signed by both parties. The headings used in this Agreement are for convenience only and are not to be considered in construing the terms of this Agreement. Licensee must pay all applicable taxes, including any sales taxes, value added taxes, and import taxes, other than taxes on ALA's net income, arising out of Licensee's use of CRO or the rights granted under this Agreement.

11. The Licensee may not assign or transfer its rights under this Agreement. The provisions of Sections 7, 9, and 10 shall survive any expiration or termination of this Agreement.

**—SCHEDULE A and SIGNATURE PAGES FOLLOW—**

# Choice Reviews Online Site License Agreement

## SCHEDULE A

Your subscription cannot start until *Choice* receives this information.  
Please forward the complete document to the address shown on page 7.

### I. Customer Information

Licensee: \_\_\_\_\_

Library Site Manager (contact person  
who will work with CHOICE): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone : \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_



**Bill-to Address:** Please check if billing address is the same as above.

Billing Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone : \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**II. Licensed Site(s)**

**Site 1. Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Site Administrator \_\_\_\_\_

Email \_\_\_\_\_

**Site 2. Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Site Administrator \_\_\_\_\_

Email \_\_\_\_\_

**Site 3. Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Site Administrator \_\_\_\_\_

Email \_\_\_\_\_

**Site 4. Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Site Administrator \_\_\_\_\_

Email \_\_\_\_\_

**Site 5. Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Site Administrator \_\_\_\_\_

Email \_\_\_\_\_

*(use additional sheets if necessary)*

**III. Institutional IP Addresses/Ranges for Licensed Site(s)**

Please enter below an IP address or address range for each of the sites listed above.

**Note:** Please list digits that are separated by periods in separate octet boxes, as shown below. Use a hyphen in the 4<sup>th</sup> octet to indicate an IP range. Example IP: 123.45.678.150–255.

*\*For additional blocks of IP addresses, please copy this page as needed.*

	1 <sup>st</sup> Octet	2d Octet	3 Octet	4 <sup>th</sup> Octet
<i>Example</i>	<b>123</b>	<b>45</b>	<b>678</b>	<b>150-255</b>

**IV. License Fee**

[If you require assistance in determining your license fee (e.g., for multisite pricing), please contact our subscription agent at 240-646-7027 or [choicesubscriptions@brightkey.net](mailto:choicesubscriptions@brightkey.net). Once you have determined your license fee, enter it in the space provided below.]

As full payment for access to the Database at the Site(s) listed above for the Term and under the conditions set forth herein, Subscriber agrees to pay ALA in the amount of \$\_\_\_\_\_.

**V. Commencement Date**

*[For office use only. Choice staff will enter commencement date below.]*

Access to the Database shall begin on \_\_\_\_\_ and shall extend for a full calendar year.



I have read and agree to adhere to and abide by all the terms and conditions stated herein, and I certify that I am authorized to sign the Agreement on behalf of the Licensee identified on the first page of this Agreement.

**For LICENSEE**

**For ALA**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Please send the completed Agreement to Choice via email, fax, or surface mail, as shown below. A countersigned copy will be returned to you for your records and a customer service representative will contact you to start your subscription.

Choice Reviews Online Customer Service  
575 Main Street, Suite 300  
Middletown, CT 06457-3445  
Phone: 860-347-6933 Fax: 860-346-8586  
E-mail: [CustomerService@ala-choice.org](mailto:CustomerService@ala-choice.org)