SAE ACADEMIC DIGITAL CONTENT LICENSE AGREEMENT

This AGREEMENT is made on [insert full date] between SAE International, 400 Commonwealth Drive, Warrendale, PA 15096-0001 ("SAE" or "Licensor"), and _____ _____ having its principal place of business at _____ _____ ("Licensee").

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties contained herein, it is hereby agreed as follows:

1. **DEFINITIONS**

   (a) **Authorized Sites** means those locations listed in Appendix I.

   (b) **Authorized Users** means persons affiliated with Licensee as students, faculty, employees, library patrons, visiting scholars, or registered researchers of Licensee and shall be identified by authorized Internet Protocol ("IP") address or by an assigned user ID and/or password.

   (c) **Database** means an electronic archive of content that contains SAE copyrighted and related materials owned by the Licensor, which Licensor has the right to license, as may be supplemented or modified from time to time by or on behalf of the Licensor.

   (d) **Licensed Products** means the Digital Content of the Database and the Licensed Software as may be modified from time to time by or on behalf of Licensor.

   (e) **Licensed Software** means (a) the software provided by Licensor or used to search and retrieve any item in the Database; and (b) the Graphical User Interface software used in connection with the Database, as may be modified from time to time.

   (f) **Remote Access** means access provided by Licensee via secured authentication means only to persons affiliated with Licensee as students, faculty or employees of Licensee who are not physically present at an Authorized Site.

   (g) **Date of Activation** means the calendar date which Licensee is first given access to the Licensed Products.

2. **LICENSE**

   Upon payment of the license fee set forth herein, and in accordance with the other terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-transferable, revocable license to use the Licensed Products and to provide access to the Database electronically via the Internet only to Authorized Users at Authorized Sites or via Remote Access (the "License").

(a) Licensee is authorized to permit Authorized Users to:

(i) view and search the content of the Licensed Products;

(ii) view, download and print individual documents from the Licensed Products for use of or by an Authorized User; and

(iii) link to the Licensed Products from scholarly software such as coursepacks and virtual blackboards.

(b) Notwithstanding any of the terms of subparagraph (a) of this section, Licensee shall not, and shall not permit any Authorized User to:

(i) allow anyone other than an Authorized User to use or access the Licensed Products, or display or otherwise make any information from the Licensed Products available to anyone other than an Authorized User;

(ii) transmit electronically, via e-mail or any other file transfer protocols, any portion of the Licensed Products;

(iii) create a searchable archive of any portion of the Licensed Products;

(iv) systematically access, search and/or download, reproduce, retain or redistribute any portion of the Licensed Products, or use robots or intelligent agents, or other software or automated products, to do so;

(v) sell, re-sell, rent, lease, license, sublicense, assign or otherwise transfer the Licensed Products, or any portion thereof, or any rights granted in Section 2;

(vi) alter, modify, repackage, adapt or prepare derivative works based upon the Licensed Products or any portion thereof, including any text or graphics, or combine any portion of the Licensed Products with any other material; or

(vii) delete or remove in any form or format, including on a printed article or photocopy, any copyright information or notice contained in the Licensed Products.

(c) In the event either party becomes aware of any unauthorized use of the Licensed Products as set forth in Section 2(b), they shall notify the other party of such unauthorized use and take reasonable efforts to suspend such user's access to the Licensed Products.

(d) Licensee agrees to maintain a list of all IP addresses or assigned user IDs/passwords. SAE reserves the right to request and receive, in a timely manner, such list if there is reason to believe that unauthorized usage is occurring.

3. INTELLECTUAL PROPERTY RIGHTS

Licensee agrees that Licensor is the owner of all right, title and interest in and to the Licensed Products and/or has the right to license portions of the Licensed Products, including all copyright and other intellectual property rights under United States and international laws.

4. TERM, TERMINATION & SUSPENSION

(a) Unless terminated sooner in accordance with subparagraph (b) of this Section, this Agreement and the License granted hereunder shall continue in effect for an initial term of 12 months (the "Initial Term") from the Activation date. The Agreement can be renewed for additional 12-month periods (the "Renewal Terms") upon payment by Licensee of the renewal license fee within thirty days prior to the expiration of the Initial Term or any subsequent Renewal Term. Licensee acknowledges that the terms and conditions applicable to any Renewal Term may be modified by Licensor at its discretion. Licensor will provide Licensee with notice of any such modified terms at least sixty (60) days prior to any Renewal Term.

(b) Either party shall have the right to terminate this Agreement upon the following:

(i) Material Breach. If either party defaults in the performance or observance of any of the terms and conditions of this Agreement and such default is not remedied within thirty (30) calendar days after written notice specifying the nature of the default is received by the defaulting party, then the non-defaulting party shall have the right to terminate this Agreement by written notice to the defaulting party;

(ii) On Notice. At least thirty (30) days prior to the expiration of the Initial Term or any successive Renewal Term and upon written notice to the other party, either party may terminate this Agreement effective at the end of the Initial Term or any successive Renewal Term.

(c) Upon termination of the Agreement, Licensee agrees to and shall make all reasonable efforts to delete all copies of the Licensed Products in its possession or control that were downloaded pursuant to Section 2(a)(ii).

(d) Notwithstanding any provision to the contrary, SAE retains the right to suspend Licensee's access to the Licensed Products in the event of a breach of Section 2(b)(iv). The suspension will remain in effect until Licensee has cured the breach, and Licensee shall not be entitled to a refund of any fees during the suspension.

(e) Without prejudice to any other rights and remedies Licensor may have, upon lapse, breach or termination of the Agreement, due to non-payment of the license fee or otherwise, Licensor will terminate all online access to the Licensed Products by Licensee and its Authorized Users, and Licensee agrees to immediately cease all use of the Database and the Licensed Products.

5. WARRANTY EXCLUSIONS

THE LICENSED PRODUCTS ARE LICENSED HEREIN ON AN "AS IS" BASIS. LICENSOR MAKES NO WARRANTY TO LICENSEE, OR TO ANY AUTHORIZED USER, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF QUALITY, PERFORMANCE, COMPATABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR FURTHER MAKES NO WARRANTIES RESPECTING THE PERFORMANCE AND AVAILABILITY OF THE LICENSED PRODUCTS, OR ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB OR OTHER COMPUTER PROGRAM. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY INCIDENTIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE LICENSED PRODUCTS.

6. FEES AND COSTS

Licensee agrees that the license fee set forth in Appendix II is due and owing to Licensor for the License granted herein. Licensee shall be responsible for all costs associated with establishing access to and use of the Licensed Products.

7. MISCELLANEOUS

Entire Agreement, Modifications and Waiver: This Agreement is a complete and exclusive statement of the agreement between the parties with respect to the subject matter herein. This Agreement supersedes all prior proposals and understandings, oral or written, relating to subject matter herein and may be amended only by a written Document executed by both Licensor and Licensee. Failure by either party to enforce any provision of this Agreement should not be deemed a waiver of that provision or of any other provision of this Agreement.

Force Majeure: Licensee or Licensor shall not be responsible for any delay or failure in performance resulting from acts beyond its control.

Assignment: Licensee may not assign this Agreement, or sublicense, assign or delegate any right or duty hereunder without the prior written consent of Licensor.

Governing Law: This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws principles.

8. INDEMNIFICATION AND CONFIDENTIALITY

Each party ("Indemnitor") will indemnify, defend and hold the other party, its officers, directors, employees and agents (individually or collectively, "Indemnitees") harmless from any and all actions, causes of actions, claims, demands, losses, damages, expenses or liabilities of whatsoever kind and nature, including judgments, interests, and reasonable attorney's fees, and all other reasonable costs, expenses and charges ("Claims") incurred by

the Indemnitees to the extent directly resulting from Indemnitor's breach of this Agreement, its negligence or willful misconduct. Indemnitor's obligations to indemnify are contingent upon Indemnitees providing (i) prompt notice of the alleged Claim; and (ii) all reasonable cooperation, at Indemnitor's sole expense, in the defense or settlement of such Claim.

Licensor will indemnify, defend and hold Licensee and its Authorized Users harmless from and against any and all claims, losses, liabilities, damages, expenses and costs (including reasonable legal fees) which Licensee or its Authorized Users may sustain or incur as a result of an allegation that the Licensed Products infringes on any third party patent, copyright, trademark right or other intellectual property right ("Infringement Claim"); provided that Licensee provides Licensor with prompt written notice of an Infringement Claim and tenders sole control for the defense or settlement of the Infringement Claim to the Licensor. In the event Licensee chooses to be represented by its own counsel in such Infringement Claim, Licensee will be solely responsible for any legal fees so incurred. Licensor's indemnification obligations hereunder do not apply to the extent an Infringement Claim would not have arisen but for: a) Licensee's or Authorized User's modification, change or other alteration of Licensed Products not authorized by Licensor; or b) Licensee's or Authorized User's combination of Licensed Products with any other products, data, software, or material not authorized by Licensor.

Confidentiality: Each party acknowledges and agrees that any and all information emanating from the other's business, in any form, including the Agreement in its entirety, and any methods, systems, or other elements created, learned or developed by Licensee in performing this Agreement is "Confidential and Proprietary Information." Each party agrees that it will not, during or after the term of this Agreement, permit the duplication or disclosure of any such Confidential and Proprietary Information to any person (other than an employee, agent, or representative of the other party who must have such information for the performance of its obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the other party in writing. Confidential and Proprietary Information is not meant to include any information which, at the time of disclosure, is in the public domain.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CORPORATE NAME: _____	SAE INTERNATIONAL
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE:_____	DATE: _____

APPENDIX I

Authorized Sites

Physical Address(es) of Authorized Site(s)	Number of Users	IP Address(es) of Authorized Sites

Licensee shall be responsible for verifying the status of Authorized Users, providing lists of valid IP addresses to Licensor, and updating such lists promptly as changes are made. Licensee shall cooperate with Licensor in the implementation of additional security procedures reasonably requested by Licensor.

APPENDIX II

Product Name	Fee

Activation Date: _____

End Date: _____