

EXHIBIT C: REGIONAL NETWORK/LICENSEE AGREEMENT

Through and subject to this Regional Network/Licensee Agreement, << Name of Regional Network >> ("Regional Network") will include << Name of Member Institution >> ("Licensee") in its contract with Oxford University Press USA. ("OUP USA") to allow access to and use of certain licensed online products as the Regional Network and OUP USA may agree upon from time to time (collectively, the "Licensed Works"), under the terms and conditions set forth herein.

1. This Licensee Agreement is dependent upon the continued license between the Regional Network and OUP USA to make available the Licensed Works referenced above (the "Network License"). Should the Network License terminate or expire, the Regional Network will notify the Licensee prior to such termination or expiration so that the Licensee can make other arrangements for access to and use of the Licensed Works.
2. The Licensee shall adhere to the Regional Network Member Subscription (for Subscription Products) and/or Perpetual Access Terms (for Perpetual Access Products), annexed hereto as Attachments 1 and 2 to Exhibit C respectively and incorporated herein by reference, and to any additional or revised terms and conditions of access and use that may appear on the OUP USA web sites through which the Licensed Works are accessed. The Licensee shall exercise reasonable good faith efforts to inform all Authorized Users (as defined in the Terms and Conditions) of the conditions and restrictions on use of the Licensed Works. Subject to the Licensee's compliance with the foregoing, the Licensee shall not be liable for the actions of Authorized Users who act in violation of the conditions and restrictions on use without the Licensee's knowledge.
3. The Licensee shall pay the fees due for access to and use of the Licensed Works pursuant hereto as such fees are invoiced by the Regional Network. All fees shall be due thirty (30) days from the date of the invoice reflecting such charges. In the event that this Licensee Agreement takes effect on a date other than the first day of July, the Licensee's subscription and hosting fees (as relevant, for Perpetual Access Products) for the initial term shall be pro-rated accordingly. OUP USA will notify the Licensee of the subscription and/or hosting fees for any renewal term three (3) months prior to such renewal term and, unless the Licensee notifies the Regional Network at least sixty (60) days prior to the beginning of the following renewal term, this Licensee Agreement will automatically renew for the successive one-year renewal term.
4. The Licensee acknowledges that OUP USA may discontinue access to the Licensed Works should the Licensee fail to abide by the Terms and Conditions and by this Licensee Agreement. Without limiting the foregoing, it is expressly acknowledged that the Regional Network will inform OUP USA in the event that the Licensee fails to pay any fees due hereunder within thirty (30) days after they are due and OUP USA may immediately upon notice of such failure discontinue Licensee's access to the Licensed Works. If the delinquency is not cured within thirty (30) calendar days of the date of the notice, OUP USA may, in addition to any remedies available to it under the Network License, without further notice, terminate the access of that Licensee and its Authorized Users to the Licensed Works without thereby incurring any liability to the Regional Network, the Licensee, or its Authorized Users pending such payment.
5. This Licensee Agreement shall take effect when it has been executed by a duly authorized representative of the Licensee and the Regional Network and continue until the following June 30 (the "initial term"), and shall automatically renew on the first day of July of each subsequent year (each, a "renewal term"), except as otherwise provided by written notification from the Regional Network to the Licensee or from the Licensee to the Regional Network. In no event, however, shall the initial or any renewal term of this Licensee Agreement continue beyond the term of the

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Network License. Access to the Licensed Works will commence on the first day of the month following the receipt by the Regional Network of the fully executed Licensee Agreement and the relevant signed Terms and Conditions (whether for Perpetual Access Products, Subscription Products, or both), provided such documents are received no later than ten (10) days prior to the start date requested by the Licensee.

- 6. During the term hereof, the Regional Network shall provide such customer support services to the Licensee with regard to the Licensed Works as it customarily provides in connection with other online or web-based products or services provided to its members, which shall include to the extent reasonably practicable but not be limited to: (i) answering either telephone or email inquiries from the Licensee concerning the Licensed Works during the Regional Network's regular business hours on all business days throughout the Term, and (ii) attempting to resolve all questions concerning the Licensed Works directed to it by the Licensee.
- 7. OUP USA is an intended third party beneficiary of this Licensee Agreement, and OUP USA may enforce any rights the Regional Network may have hereunder against the Licensee and/or any Authorized Users, except for the right to receive payments due to the Regional Network.
- 8. For state-funded institutions and programs, this Licensee Agreement shall be valid and enforceable only if sufficient funds are made available to the state institutions by their respective state legislatures for the purpose of this program. If the state legislature does not appropriate funds for the program, this Licensee Agreement shall be terminated or amended to reflect any reduction of funds. The decision by a state-funded institution to continue with this Licensee Agreement must be made no later than thirty (30) days after the new fiscal year affected by the legislative funding.

Name of Licensee

Name of Regional Network

Signature for Licensee

Signature for Regional Network

Name (please print or type)

Name (please print or type)

Date

Date