

# ARCHIVES.

# License Agreement

License Agreement for Access to Accessible Archives Electronic Resources

# License Agreement for Access to Accessible Archives Electronic Resources

This License Agreement (this "Agreement") is made effective as of \_\_\_\_\_\_ (the "Effective Date") between Accessible Archives Inc., a corporation organized under the laws of the state of Pennsylvania ("Licensor") and \_\_\_\_\_\_, ("Licensee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### I. CONTENT OF LICENSED MATERIALS; GRANT OF LICENSE

The materials that are the subject of this Agreement shall consist of electronic information published or otherwise made available by Licensor as described in Appendix A attached hereto (hereinafter referred to as the "Licensed Materials").

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor and/or its suppliers. Neither Licensee nor its Authorized Users shall have any right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

Licensor hereby grants to Licensee non-exclusive and non-transferable use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement.

#### II. FEES

Licensee shall make payment to Licensor for use of the Licensed Materials pursuant to the terms set forth in Appendix B, attached hereto.

Licensor shall notify Licensee within ninety (90) days of any increase in fee for any licensed material covered by this Agreement. The notification shall include when fee payments are due.

#### III. AUTHORIZED USE OF LICENSED MATERIALS

#### Authorized Users.

"Authorized Users" are:

Persons Affiliated with Licensee. Full and part time students and employees (including faculty, staff, affiliated researchers and independent contractors) of Licensee and its member institutions, regardless of the physical location of such persons. Such use shall be on the terms and conditions set forth in this agreement. Access to the database shall be controlled by Licensor through the use of IP addresses (listed In Appendix C) and/or passwords.

Walk-ins. Patrons not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins").

#### Authorized Uses.

Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Nothing in this Agreement shall be interpreted to limit in any way whatsoever Licensee's or any Authorized User's rights under the Fair Use provisions of United States or international law to use the Licensed Materials.

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#### IV. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS

Licensee and its Users shall not use the Licensed Materials for any purpose other than the purposes specifically permitted by this Agreement.

Unauthorized Use. Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

Modification of Licensed Materials. Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor.

Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

Commercial Purposes. Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale, lease, assignment, loan, gift, or otherwise of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form; make any significant portion of the Licensed Materials available to anyone other than Users in machine-readable form.

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When Licensed Content is used or referenced in any publication, essay, paper, or materials for course work, Licensor must receive appropriate attribution in accordance with the prevailing scholarly standards.

# V. LICENSOR PERFORMANCE OBLIGATIONS

Availability of Licensed Materials. Within two (2) weeks of the Effective Date of this Agreement, Licensor shall make the Licensed Materials available to Licensee and Authorized Users. The Database will be stored at one or more locations in digital form accessible by telecommunications links between such locations and Licensee's or Authorized Users' workstations.

Documentation. Licensor will provide and maintain help files and other appropriate user documentation.

Support. Licensor will offer activation or installation support, including assisting with the implementation of any Licensor software. Licensor will offer reasonable levels of continuing support to assist Licensee in use of the Licensed Materials. Licensor will make its personnel available by email, phone or fax for feedback, problem-solving, or general questions.

Quality of Service. Licensor shall use reasonable efforts to ensure that the Licensor's server or servers have sufficient capacity and rate of connectivity to provide the Licensee and its Authorized Users with a quality of service comparable to current standards in the scholarly information provision industry in the Licensee's locale.

Usage Data. Licensor shall provide to Licensee statistics regarding the usage of the Licensed Materials by Licensee and/or its Authorized Users in conformance with the

Codes of Practice for Project COUNTER located at: http://www.projectcounter.org/code practice.html

# VI. LICENSEE PERFORMANCE OBLIGATIONS

Provision of Notice of License Terms to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which

access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

Protection from Unauthorized Use. Licensee shall implement reasonable procedures to restrict access to the Licensed Materials to Authorized Users. If Licensee makes use of a proxy server to provide access to the Database, it is understood that use of such proxy server shall be in accordance with the definition of "Authorized Users" in Section III of this agreement.

Maintaining Confidentiality of Access Passwords. Licensee shall maintain the confidentiality of any institutional passwords provided by Licensor.

The Licensee is responsible for establishing and maintaining hardware and Internet access to provide access to, and to transmit, the Database to Authorized Users.

### VII. MUTUAL PERFORMANCE OBLIGATIONS

Cure Activities. In the event of any unauthorized use of the Licensed Materials by an Authorized User, Licensee shall cooperate with Licensor in the investigation of any unauthorized use of the Licensed Materials of which it is made aware and shall use reasonable efforts to remedy such unauthorized use and prevent its recurrence. Licensor may terminate such Authorized User's access to the Licensed Materials after first providing reasonable notice to Licensee (in no event less than two (2) weeks) and cooperating with the Licensee to avoid recurrence of any unauthorized use.

Confidentiality of User Data. Licensor agrees to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Licensee agrees to maintain the confidentiality of any data relating to the usage of the Licensed Materials by individual Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party. Licensor may terminate such Authorized User's access to the Licensed Materials immediately through the blocking of a specific IP address if Licensor detects excessive downloading activities. Licensor will notify Licensee of this action within two business days. Access will be reinstated after Licensee takes appropriate steps to resolve the issue.

Licensor shall indemnify and hold licensee harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by a third party of an alleged infringement of copyright arising out of the use of the Licensed Materials by Licensee or any Authorized User. No Limitation of liability set forth elsewhere in this agreement is applicable to this indemnification.

Should Licensee wish to invoke the indemnity, Licensee must promptly notify Licensor of any such claims. Licensor shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the Licensor may reasonably request and have the right to participate in the defense at its own expense, subject to following all reasonable instructions of Licensor.

#### Annual Subscribers Only

#### VIII. TERM

This Agreement shall continue in effect for one (1) year- commencing on the Effective Date.

# IX. RENEWAL

This agreement shall automatically renew at the end of the current term under the same terms and conditions herein unless Licensee gives written notice of its intention not to renew sixty (60) days before expiration of the current term or Licensor gives written notice of any changes to the terms and conditions.

\_\_\_\_ Licensee Initials \_\_\_\_\_\_ Licensor Initials

### X. EARLY TERMINATION

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 thirty (30) days from the receipt of notice to cure the alleged breach and to notify the nonbreaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause, online access to the Licensed Materials by Licensee and Authorized Users and all licenses granted hereunder shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

In the event of early termination permitted by this Agreement, Licensor shall not have any obligation to refund any monies to Licensee.

Termination of this Agreement (however rising) shall be without prejudice to the rights of either party against the other arising or accrued prior to the date of termination and without prejudice to the rights of either party against the other under sections of this Agreement that shall survive termination.

#### Permanent Access Only

#### XI. PERMANENT ACCESS LICENSE

Licensor warrants that all licenses and addenda shall remain in effect in perpetuity from the Effective Date as long as the required annual maintenance fee is paid on time. A single maintenance fee is assessed annually to sustain permanent access. Changes may be made to the license agreements and addenda, but only with mutual consent and nothing shall change the Effective Date or perpetuity.

Licensor hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. Except in the case of termination for cause, Licensor shall provide the Licensee with access to the Licensed Materials in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

If Licensor terminates the agreement in the event Licensee fails to perform its obligations, Licensor will not be required to provide an archival copy of the database to the Licensee.

Licensee has perpetual and irrevocable access rights for all titles purchased for as long as all fees are current. At Licensee's request, Licensor will provide a digital copy of purchased files, for a minimal fee, for storage in a Digital Repository only and which Licensee may copy as reasonably necessary to preserve, maintain, update, manage or keep technologically current the contents in the Digital Repository.

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\_\_\_\_\_ Licensee initials \_\_\_\_\_ Licensor initials

#### XII. WARRANTIES

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

#### XIII. LIMITATIONS ON WARRANTIES

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.

Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

#### XIV. FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

#### XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. In the event Licensee issues a purchase order or other document, Licensee agrees that the document shall be for its internal purposes only and shall in no way modify or affect any of the terms or conditions of this Agreement.

#### XVI. AMENDMENT

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

#### XVII. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

# XVIII. WAIVER OF CONTRACTUAL RIGHT

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

This Agreement shall be governed by, and construed and interpreted in accordance with the laws of Pennsylvania.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

#### LICENSOR:

BY:\_\_\_\_\_

DATE: \_\_\_\_\_

Signature of Authorized Signatory of Licensor

Print Name:	
Title:	
Address:	
Telephone:	
E-Mail:	

#### LICENSEE:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Signature of Authorized Signatory of Licensee

Print Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail:	

# Appendix A: Description of Licensed Materials

Initial items subscribing to in this license:

Initial	Collection
	African American Newspapers
	Part I: Freedom's Journal, New York, 1827-Mar. 1829; Colored American, New York, 1837-Mar. 1840; The North Star, Rochester, NY, 1847-July 1849; National Era, Washington, DC, 1847-Dec. 1848. Part II: Colored American, 1840-41; The North Star, July 1849-1851; Frederick
	Douglass' Paper (continuation of The North Star), 1851-May 1852; National Era, 1847-Dec. 1850; Provincial Freeman, Toronto, ON, 1854-Dec. 18, 1855. <b>Part III:</b> Frederick Douglass' Paper, May 1852-Dec. 1852; National Era, Dec.
	1850-Dec. 1853; Provincial Freeman, Dec. 1855-57; The Christian Recorder, Toronto, ON, 1861-April 1862.
	Part IV: The Christian Recorder, May 1862-Dec. 1864; National Era, Jan. 1854-Dec. 1855; Frederick Douglass' Paper, Jan. 1853-Dec. 1854. Part V: The Christian Recorder, Jan. 1865-June 1868; National Era, Jan. 1856-
	Dec. 1857; Frederick Douglass' Paper, Jan. 1855-Dec. 1856. Part VI: National Era, Jan. 1858-Mar. 1860; The Christian Recorder, July 1868- Dec. 1870.
	Part VII: The Christian Recorder, Jan. 1872-Dec. 1876.
	Part VIII: The Christian Recorder, Jan. 1877-Dec. 1882.
	Part IX: The Christian Recorder, Jan. 1883-Dec. 1887.
	Part X: The Christian Recorder, Jan. 1888-Dec. 1893 (excluding 1892)
	Part XI: The Christian Recorder, Jan. 1894-Dec. 1898
	Part XII: The Christian Recorder, Jan. 1899 – 1902
	Part XII: Supplement: The Frederick Douglass' Paper, Jan. 1859 Dec. 1863
	Part XIII: Freedmen's Record, Jan 1865-Aprl 1874; The Negro Business League Herald, April-Nov. 1909
	Part XIV: The Canadian Observer, Dec 1914 – Jun 1919
	America and World War I
	American Military Camp Newspapers, Part I: 1916 to 1921
	American Military Camp Newspapers, Part II: 1917 to 1919
	American County Histories
	I. Mid-Atlantic States, Part 1
	Delaware
	Maryland
	New Jersey
	New York, Part I

Initial	Collection	
	New York, Part II	
	New York, Part III	
	New York, Part IV	
	Pennsylvania, Part I	
	Pennsylvania, Part II	
	Pennsylvania, Part III	
	Pennsylvania, Part IV	
	I. Mid-Atlantic States, Part 2	
	Delaware	
	District of Columbia	
	Maryland	
	New Jersey	
	New York	
	Pennsylvania	
	II. New England States, Part 1	
	Connecticut	
	Maine	
	Massachusetts	
	New Hampshire	
	Rhode Island	
	II. New England States, Part 2	
	Connecticut	
	Maine	
	Massachusetts	
	New Hampshire	
	Rhode Island	
III. Southeastern States		
	Alabama	
	Florida	
	Georgia	

Initial	Collection
	Kentucky
	Louisiana
	Mississippi
	North Carolina
	South Carolina
	Tennessee
	Virginia
	West Virginia
	IV. The West
	Alaska
	California
	Colorado
	Hawaii
	Idaho
	Montana
	Nevada
	Oregon
	Utah
	Washington
	Wyoming
	V. The Southwest
	Arizona
	Arkansas
	New Mexico
	Oklahoma
	Texas
	VI. Central
	lowa
	Kansas
	Minnesota

Initial	Collection
	Missouri
	Nebraska
	North Dakota
	South Dakota
	VII. The Midwest
	Illinois
	Indiana
	Michigan
	Ohio
	Wisconsin
	Anatomy of Protest in America
	Part I: Newspapers, 1729-1922
	Part II: Books, 1701-1928
	The Civil War
	Part II: The Soldiers' Perspective
	Part III: The Generals' Perspective
	Part IV: A Midwestern Perspective
	Part V: Iowa's Perspective
	Part VI: Northeast Regimental Histories
	Part VII: Abraham Lincoln Library Abolitionist Books
	Frank Leslie's Weekly
	Part I: 1855-1856
	Part II: 1857-1861
	Part III: 1862-1866
	Part IV: 1867-1871
	Part V: 1872-1876
	Part VI: 1877-1881
	Part VII: 1882-1886
	Part VIII: 1887-1891
	Part IX: 1892-1896

Initial	Collection		
	Part X: 1897-1901		
	Part XI: 1902-1906		
	Part XII: 1907-1911		
	Part XIII: 1912-1916		
	Part XIV: 1917-1922		
	Godey's Lady's Book		
	Part I: 1830-1845		
	Part II: 1846–1855		
	Part III: 1856–1865		
	Part IV: 1866–1875		
	Part V: 1876–1880		
	Part VI: 1881–1885		
	Part VII: 1886–1890		
	Part VIII: 1892, 1893 and 1896		
	<b>Part IX:</b> 1890, 1891, 1894, 1895, 1897, 1898		
	The Liberator		
	Part I: January 1831 – December 1835		
	Part II: January 1836 – December 1840		
	Part III: January 1841 – December 1845		
	Part IV: January 1846 – December 1850		
	Part V: January 1851 – December 1855		
	Part VI: January 1856 – December 1860		
	Part VII: January 1861 – December 1865		
	National Anti-Slavery Standard		
	Part I: 1840-1844		
	Part II: 1845-1849		
	Part III: 1850-1854		
	Part IV: 1855-1859		
	<b>Part V:</b> 1860-1864		

Initial	Collection
	Part VI: 1865-1870
	The Pennsylvania Gazette
	Folio I: (1728 - 1750) "Ben Franklin's Newspaper"
	Folio II: (1751 - 1765) "The French & Indian War"
	Folio III: (1766 - 1783) "The American Revolution"
	Folio IV: (1784 - 1800) "The New Republic"
	Quarantine and Disease Control in America
	Part I: Newspapers, 1736 – 1922
	Part II: Books, 1823 – 1928
	The South Carolina Newspapers
	Part I: 1732 – 1741 The South Carolina Gazette
	<b>Part II:</b> 1742 – 1751
	Part III: 1752 – 1761
	<b>Part IV:</b> 1762 – 1771
	Part V: 1772-1775, 1777-1780
	Part VI: 1765 – 1775 South Carolina Gazette and Country Journal
	Part VII: 1764 – 1775 South Carolina and American General Gazette
	The Virginia Gazette
	<b>Part I:</b> 1736 – 1745
	<b>Part II:</b> 1746 – 1755
	Part III: 1756 – 1765
	<b>Part IV:</b> 1766 – 1775
	<b>Part V:</b> 1776 – 1780
	The Woman's Tribune
	Part I: 1883 – 1887
	Part II: 1888 – 1892
	Part III: 1893 – 1897
	Part IV: 1898 – 1902
	<b>Part V:</b> 1903 – 1909

Initial	Collection
	Women's Suffrage
	Part I: The Lily – 1846 to 1856
	Part II: National Citizen and Ballot Box – 1878 to 1881
	Part III: The Revolution – 1868 to 1872
	Part IV: The West – 1909 to 1913
	Part V: The Remonstrance – 1890 to 1913
	Part VI: The National Standard – 1870 to 1872
	Part VII: The 19th Amendment Victory: A Newspaper History – 1762 to 1922
	Part VII: The 19th Amendment Victory: Books 1812-1923
	The AMAROC News, 1919-1923
	History of Woman Suffrage
	The Pennsylvania Genealogical Catalogue
	The Pennsylvania Newspaper Record
	Reconstruction of Southern States: Pamphlets
	Scenes in the Life of Harriet Tubman
	Twelve Years a Slave

# Appendix B: Fees

Payable no later than 30 days after Licensor provides the Licensed Materials to Licensee and Authorized Users.

Initial those subscribing to in this license:

Initial	Collection	Fees			
	African American Newspapers				
	Part I				
	Part II				
	Part III				
	Part IV				
	Part V				
	Part VI				
	Part VII				
	Part VII				
	Part IX				
	Part X				
	Part XI				
	Part XII				
	Part XII: Supplement				
	Part XIII				
	Part XIV				
	America and World War I				
	American Military Camp Newspapers, Part I: 1916 to 1921				
	American Military Camp Newspapers, Part II: 1917 to 1919				
	American County Histories				
	I. Mid-Atlantic States, Part 1				
	Delaware				
	Maryland				
	New Jersey				
	New York, Part I				
	New York, Part II				

Initial	Collection	Fees	
	New York, Part III		
	New York, Part IV		
	Pennsylvania, Part I		
	Pennsylvania, Part II		
	Pennsylvania, Part III		
	Pennsylvania, Part IV		
	I. Mid-Atlantic States, Part 2		
	Delaware		
	District of Columbia		
	Maryland		
	New Jersey		
	New York		
	Pennsylvania		
	II. New England States, Part 1		
	Connecticut		
	Maine		
	Massachusetts		
	New Hampshire		
	Rhode Island		
	Vermont		
	II. New England States, Part 2		
	Connecticut		
	Maine		
	Massachusetts		
	New Hampshire		
	Rhode Island		
	Vermont		
	III. Southeastern States		
	Alabama		
	Florida		

Initial	Collection	Fees
	Georgia	
	Kentucky	
	Louisiana	
	Mississippi	
	North Carolina	
	South Carolina	
	Tennessee	
	Virginia	
	West Virginia	
	IV. The West	
	Alaska	
	California	
	Colorado	
	Hawaii	
	Idaho	
	Montana	
	Nevada	
	Oregon	
	Utah	
	Washington	
	Wyoming	
	V. The Southwest	
	Arizona	
	Arkansas	
	New Mexico	
	Oklahoma	
	Texas	
	VI. Central	
	lowa	

Initial	Collection	Fees
	Kansas	
	Minnesota	
	Missouri	
	Nebraska	
	North Dakota	
	South Dakota	
	VII. The Midwest	
	Illinois	
	Indiana	
	Michigan	
	Ohio	
	Wisconsin	
	Anatomy of Protest in America	
	Part I: Newspapers, 1729-1922	
	Part II: Books, 1701-1928	
	The Civil War	
	Part I: A Newspaper Perspective	
	Part II: The Soldiers' Perspective	
	Part III: The Generals' Perspective	
	Part IV: A Midwestern Perspective	
	Part V: Iowa's Perspective	
	Part VI: Northeast Regimental Histories	
	Part VII: Abraham Lincoln Library Abolitionist Books	
	Frank Leslie's Weekly	
	Part I: 1852 – 1856	
	Part II: 1857 – 1861	
	Part III: 1862 – 1866	
	Part IV: 1867 – 1871	
	Part V: 1872 – 1876	
	Part VI: 1877 – 1881	

Initial	Collection	Fees
	Part VII: 1882 – 1886	
	Part VIII: 1887 – 1891	
	Part IX: 1892 – 1896	
	Part X: 1897 – 1901	
	Part XI: 1902 – 1906	
	Part XII: 1907 – 1911	
	Part XIII: 1912 – 1916	
	Part XIV: 1917 – 1922	
	Godey's Lady's Book	
	Part I: 1830–1845	
	Part II: 1846–1855	
	Part III: 1856–1865	
	Part IV: 1866–1875	
	Part V: 1876–1880	
	Part VI: 1881–1885	
	Part VII: 1886–1890	
	Part VIII: 1892, 1893 and 1896	
	Part IX: 1890, 1891, 1894, 1895, 1897, 1898	
	The Liberator	
	Part I January 1831 – December 1835	
	Part II January 1836 – December 1840	
	Part III January 1841 – December 1845	
	Part IV January 1846 – December 1850	
	Part V January 1851 – December 1855	
	Part VI January 1856 – December 1860	
	Part VII January 1861 – December 1865	
	National Anti-Slavery Standard	
	Part I: 1840 – 1844	
	Part II: 1845 – 1849	
	Part III: 1850 – 1854	

Initial	Collection	Fees
	Part IV: 1855 – 1859	
	Part V: 1860 – 1864	
	Part VI: 1865 – 1870	
	The Pennsylvania Gazette	
	Folio I - (1728 - 1750) "Ben Franklin`s Newspaper"	
	Folio II - (1751 - 1765) "The French & Indian War"	
	Folio III - (1766 - 1783) "The American Revolution"	
	Folio IV - (1784 - 1800) "The New Republic"	
	Quarantine and Disease Control in Americ	a
	Part I: Newspapers, 1736 – 1922	
	Part I: Books, 1823 – 1928	
	The South Carolina Newspapers	
	Part I: 1732 – 1741 - The South Carolina Gazette	
	Part II: 1742 – 1751	
	Part III: 1752 – 1761	
	Part IV: 1762 – 1771	
	Part V: 1772-1775, 1777-1780	
	Part VI: 1765 – 1775 - South Carolina Gazette and Country Journal	
	Part VII: 1764 – 1775 - South Carolina and American General Gazette	
	The Virginia Gazette	
	Part I: 1736 – 1745	
	Part II: 1746 – 1755	
	Part III: 1756 – 1765	
	Part IV: 1766 – 1775	
	Part V: 1776 – 1780	
	The Woman's Tribune	
	Part I: 1883 – 1887	
	Part II: 1888 – 1892	
	Part III: 1893 – 1897	
	Part II: 1898 – 1902	

Initial	Collection	Fees
	Part II: 1903 – 1909	
Women's Suffrage		
	Part I: The Lily	
	Part II: National Citizen and Ballot Box	
	Part III: The Revolution	
	Part IV: The West	
	Part V: The Remonstrance	
	Part VI: The National Standard	
	Part VII: The 19 <sup>th</sup> Amendment Victory: A Newspaper History – 1762 to 1922	
	Part VIII: The 19 <sup>th</sup> Amendment Victory: Books – 1812 - 1923	
_	Additional Books and Collections	
	The AMAROC News, 1919-1923	
	History of Woman Suffrage	
	The Pennsylvania Genealogical Catalogue	
	The Pennsylvania Newspaper Record	
	Reconstruction of Southern States: Pamphlets	
	Scenes in the Life of Harriet Tubman	
	Twelve Years A Slave	
	Total Fees:	

# Appendix C: Authorized IP Addresses

To be provided by Licensee

## Appendix D: Content Mining Addendum

#### Performance Obligations

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Except with regard to content mining activities, nothing in this agreement shall be construed to alter prior agreements between Licensor and Licensee.

Nothing in this agreement shall be construed to limit statutory exceptions, including fair use rights, of the Licensee or Authorized Users.

#### LICENSEE:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_ Signature of Authorized Signatory of Licensee

Print Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail:	

# Appendix E: Accessibility Statement Addendum

#### **Performance Obligations**

Licensor shall provide online databases that are compatible with assistive technologies and meet key federal standards for compliance of: E207.2: WCAG Conformance. User interface components, as well as the content of platforms and applications, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1). See https://www.ecfr.gov/cgi-bin/text-idx?node=pt36.3.1194

#### LICENSEE:

BY:\_\_\_\_

DATE: \_\_\_\_\_

Signature of Authorized Signatory of Licensee

Print Name:	
Title:	
Address:	
Telephone:	
E-Mail:	