

STANDARD LICENSE AGREEMENT

DAR ALMANDUMAH
AND
THE CENTER FOR RESEARCH LIBRARIES

This License Agreement (this "Agreement") is made effective as of *July 1, 2022* (the "Effective Date") between *Dar Almandumah for IT Co, Kingdom of Saudi Arabia, Riyadh 11671, PO Box 84418, Damman Road* ("Licensor") and The Center for Research Libraries (CRL), 6050 S. Kenwood Avenue, Chicago, IL, USA 60637 ("Licensee"). CRL is a not-for-profit consortium of academic research libraries, based primarily in the United States.

CRL is the authorized Licensee for its Participating Institutions, but shall have no liability for any conduct, action or inaction by any Participating Institution or any person or entity affiliated with the foregoing or using the Product through any Participating Institution, including without limitation any faculty, staff, student or any walk-in to any site.

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

Licensed Materials. The materials (the "Licensed Materials") that are the subject of this Agreement are set forth in Appendix A.

Grant of License. Licensor hereby grants to Licensee and Participating Institutions a non-exclusive, non-transferable, worldwide, systemwide right to access and use the Licensed Materials, and to provide the Licensed Materials to Authorized Users (defined in Section IV below and listed in Appendix B) in accordance with the terms of this Agreement.

Ownership of Intellectual Property. Nothing in this Agreement shall be interpreted to transfer ownership of any copyright, trademarks or service marks from the Licensor or its suppliers to the Licensee, Participating Institutions, or Authorized Users.

II. DELIVERY & ACCESS

Licensor will provide the Licensed Materials to the Licensee and Participating Institutions in the following manner:

Network Access. The Licensed Materials will be stored at one or more Licensor locations in digital form, accessible by telecommunications links between such locations and authorized locations of Licensee and Participating Institutions.

III. FEES

Fees and Payment. Licensee shall pay Licensor for the Licensed Materials pursuant to the terms set forth in Appendix A. All fees are due and payable by Licensee sixty (60) days after the date of invoice from Licensor.

Notice of Renewal Fees. Licensor shall provide Licensee with renewal quotes of all Licensed Materials no less than ninety (90) days prior to the end of the current term.

IV. AUTHORIZED USE OF LICENSED MATERIALS

Authorized Users. "Authorized Users" are:

Persons Affiliated with the Participating Institutions listed in Appendix B. Full and part time employees (faculty, staff, and independent contractors), students, and other valid ID holders, regardless of the physical location of such persons, including all their branches and campuses **except** campuses or branches located in the Arab World.

Walk-ins. Patrons not affiliated with Participating Institutions who are physically present at their site(s), except campuses or branches located in the Arab World ("walk-ins").

Access by and Authentication of Authorized Users. Participating Institutions and their Authorized Users shall be granted access to the Licensed Materials pursuant to the following:

IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Licensee to Licensor. The use of proxy servers is authorized as long as any proxy server IP addresses provided limit remote or off-campus access only to Authorized Users. (Authorized IP Addresses are listed in Appendix C.) An updated list will be sent to Licensor on an annual or as needed basis. Licensee, Licensor and Participating Institutions shall cooperate in the implementation of new authentication protocols and procedures as they are developed during the term of this Agreement.

Licensor-Administered Authentication. Where Licensor provides alternative methods of access and authentication beyond the Licensee-administered methods described herein, e.g. by allowing individual users to establish a personal login from an on-campus IP address (thereby enabling access via username and password when logging in to a vendor website) or device authentication, which affiliates the device or application by use of a token, cookie, or vendor-managed proxy prefix, Licensee will not be responsible nor liable for claims of breach or validity of such use.

Authorized Uses. Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with United States Copyright Act, as amended (17 U.S.C. §101, et seq.) including all limitations on and exceptions to the exclusive rights as provided therein, including its Fair Use provisions. In addition, the Licensed Materials may be used for purposes of research, education, or other non-commercial use as follows:

Display. Licensee and Authorized Users shall have the right to electronically display the Licensed Materials.

Digitally Copy. Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials.

Print Copy. Licensee and Authorized Users may print a reasonable portion of the Licensed Materials.

Recover Copying Costs. Licensee and Participating Institutions may charge a reasonable fee to cover costs of copying or printing portions of Licensed Materials for Authorized Users.

Caching. Licensee and Authorized Users may make local digital copies of the Licensed Materials in order to ensure efficient use by Authorized Users by appropriate browser or other software. For the avoidance of doubt, the cached copy is not a derivative work.

Classroom Use. Licensee and Authorized Users may distribute single copies of individual articles or items of the Licensed Materials in print or electronic form to Authorized Users. For the avoidance of doubt, classroom handouts shall include the distribution of a copy for teaching purposes to all individual Authorized Users in a class at Participating Institutions (Appendix B).

Scholarly Sharing. Authorized Users may transmit to a third party colleague, in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal, scholarly, educational, scientific, or research users.

Collections of Information. Licensee and Authorized Users shall be permitted to extract or use information contained in the Licensed Materials for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.

Course Packs (Print and Electronic). Licensee and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials.

Course Reserves (Print and Electronic). Licensee and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by their institutions.

Electronic Links. Licensee and Authorized Users may provide hyperlinks from the Licensee's and Authorized Users' web page(s) or web site(s) to individual units of content within the Licensed Materials.

Interlibrary Loan. Licensee and Authorized Users may fulfill requests from other libraries, a practice commonly called Interlibrary Loan. Authorized Users agree to fulfill such requests in accordance with Sections 107 and 108 of the U.S. Copyright Act. Requests may be fulfilled using electronic, paper, or intermediated means.

Bibliographic Citations. Licensee and Authorized Users may use, with appropriate credit, figures, tables, and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly, and educational works. For the avoidance of doubt, Licensee and Authorized Users may use citation and abstract information in faculty profiling systems, in lists of publications on faculty and institutional web pages, and to create bibliographies, and store a single copy of an individual document being part of the Licensed Materials, including within secure personal bibliographic reference/citation management systems.

No Diminution of Rights. Nothing in this Agreement, including but not limited to Authorized Uses, shall be interpreted to diminish the rights and privileges of the Licensee or Authorized Users with respect to any of the Licensed Materials, including exceptions or limitations to the exclusive rights of copyright owners, such as fair use, under Section 107 of the U.S. Copyright Act. In the event that any content included in the Licensed Materials is in the public domain or has been issued under a Creative Commons or other open license, Licensor shall not place access, use or other restrictions on that content beyond those found in the open license, where applicable.

Amount of Authorized Use.

Unlimited Access. Subject to the terms of this Agreement, Licensee and its Authorized Users shall have unlimited simultaneous user access to the Licensed Materials, with a maximum daily download limit of 200 articles per day per unique user. Exceeded daily download will result in 24-hour disabled access, based on the specific user's IP address.

V. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS

Unauthorized Use. Licensee and Participating Institutions shall not knowingly permit anyone other than Authorized Users to access the Licensed Materials.

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

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

Commercial Purposes. Licensee and Participating Institutions may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials; nor may Licensee and Participating Institutions impose special charges on Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs. For the avoidance of doubt, research conducted by Licensee and Authorized Users that is supported by a commercial entity shall not be considered use for commercial purposes.

Excessive Downloading. The use of bots or automated scripts to download articles that impede

site performance is prohibited.

VI. MUTUAL PERFORMANCE OBLIGATIONS

Notification and Cure of Unauthorized Use. In the event a Participating Institution has notice of an unauthorized use of the Licensed Materials and cannot promptly remedy it, the Institution shall promptly notify the Licensor. In the event the Licensor has notice of unauthorized use of the Licensed Materials, the Licensor will promptly notify the Participating Institution.

In the case of unauthorized use which is causing serious and immediate material harm to the Licensor, Licensor may temporarily suspend such offending individual Authorized User's access to the Licensed Materials (e.g. by blocking an individual user's IP address), provided that Licensor immediately notifies the Participating Institution of any such suspension, including the reason for the block and any supporting details. Such temporary suspensions will be of the shortest duration possible sufficient to terminate the alleged unauthorized activity and prevent its resumption. Any unauthorized use that is considered a breach of obligations under this Agreement shall be subject to Section XI, below, including the cure period.

VII. LICENSOR PERFORMANCE OBLIGATIONS

The Licensor will use reasonable efforts to ensure that its performance will meet or exceed industry standards and practices. Additionally, the Licensor agrees to the following performance standards:

Availability of License Materials. Upon the Effective Date of this Agreement, Licensor will make the Licensed Materials available to the Participating Institutions and their Authorized Users.

Persistent Linking. Licensor will comply with the most current version of the OpenURL standard (ANSI/NISA Z39.88), and will provide a mechanism for persistent links to content.

Online Terms and Conditions. In the event that Licensor requires Authorized Users to agree to additional terms relating to the use of the Licensed Materials (commonly referred to as "click-through" or "clickwrap" licenses), or otherwise attempts to impose terms on Authorized Users through online terms and conditions invoked by the mere use or viewing of the Licensed Materials, such terms shall not materially differ from the provisions of this Agreement. In the event of any conflict between the click-through terms or online terms and conditions and this Agreement, the terms of this Agreement shall prevail. For the avoidance of doubt, Authorized Users are not a party to this Agreement.

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 on-line information provision industry in the Licensee's locale. Licensor shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to server maintenance; software

installation or testing; loading or making available additional Licensed Materials as they become available; and unavailability because of service or equipment failure outside the control of Licensor (including problems with public or private telecommunications services, or Internet nodes or facilities). Licensor may schedule brief unavailability periods, but will do so only where (1) it has given at least forty-eight (48) hour notice to Licensee and Participating Institutions, and (2) in ways and at times that minimize inconvenience to Licensee and its Authorized Users, regardless of when notice has been given.

Problems with Licensed Materials. If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, Licensee or Participating Institutions shall immediately notify Licensor, and Licensor shall promptly use best efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity materially affects the Licensee's or Authorized Users' use of the Licensed Materials, and Licensor fails to repair the nonconformity within thirty (30) business days, Licensor shall reimburse Licensee for such problems in an amount that is proportional to the total Fees owed by Licensee under this Agreement.

Notification of Modifications of Licensed Materials. From time to time Licensor may add, change, or modify portions of the Licensed Materials, or migrate the Licensed Materials to other formats. When such changes, modifications, or migrations occur, the Licensor shall give notice of any such changes to Licensee and Participating Institutions as soon as is practicable, but in no event less than sixty (60) days in advance of modification. If any of the changes, modifications, or migrations renders the Licensed Materials substantially less useful to the Licensee or its Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section XI, below.

Withdrawal of Licensed Materials. Licensor reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. Licensor shall give written notice of the withdrawal to the Licensee and Participating Institutions as soon as is practicable, but in no event less than thirty (30) days in advance of withdrawal, specifying the item or items to be withdrawn.

If any such withdrawal renders the Licensed Materials less useful to Licensee or its Authorized Users, Licensor shall reimburse Licensee for the withdrawal in an amount proportional to the total Fees owed by Licensee for the Licensed Materials under this Agreement. If any such withdrawal renders the Licensed Materials substantially less useful to Licensee or its Authorized Users, Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions in Section XI, below.

Usage Statistics. Licensor must provide use data for the Participating Institutions, on a monthly basis. Statistics shall meet or exceed the most recent project [Counting Online Usage of NeTworked Electronic Resources \(COUNTER\) Code of Practice Release](#),¹ including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Codes

¹ http://www.projectcounter.org/code_practice.html

of Practice is issued, Licensor shall comply with the implementation time frame specified by COUNTER to provide use statistics in the new standard format. Alternatively, if COUNTER statistics are not available at this time, Licensor shall provide to Participating Institutions an administrative portal where each institution can log in to generate its own usage reports.

Licensor shall not provide Participating Institutions' usage statistics in any form to any third party without the Participating Institutions' written authorization, unless the third party owns rights in the Licensed Materials. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches, and will comply with all applicable privacy laws. The Licensor shall not disclose or sell to other parties usage data or information about Participating Institutions' Authorized Users without the Participating Institutions' written permission or as required by law.

Confidentiality of Personally Identifiable Information. The Licensor agrees that no personally identifiable information, including but not limited to log-ins recorded in system logs IP addresses of patrons accessing the system, saved searches, usernames and passwords, will be shared with third parties, except in response to a subpoena, court order, or other legal requirement. If Licensor is compelled by law or court order to disclose personally identifiable information of Authorized Users of patterns of use, Licensor shall provide the Licensee and relevant Participating Institution with adequate prior written notice as soon as is practicable, so that Licensee or Participating Institution may seek protective orders or other remedies. Licensor will notify Licensee and Participating Institutions as soon as is practicable if the Licensor's systems are breached and the confidentiality of personally identifiable information is compromised.

Use of Digital Watermarking Technology. In the event that Licensor utilizes any type of watermarking technology for any element of the Licensed Materials, Licensor agrees that watermarks will not reduce readability of content and will not degrade image quality. These watermarks shall not contain user-related information, including but not limited to an account number, IP address, and usernames. If digital watermarking technology is implemented, Licensor will notify Licensee and Participating Institutions at least thirty (30) days in advance of implementation, and Licensor will provide the technical specifications for the technology used. If the use of the watermarking technology renders the Licensed Materials substantially less useful to the Licensee or its Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section XI, below.

Interoperability with Prevailing Web Browsers. Licensor will use reasonable efforts to ensure that the Licensed Materials are accessible and interoperable with prevailing web browsers and internet access tools, including, at a minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.

Branding. Licensor will provide as it is able, the option to brand the Licensor's Platform with the name of the Licensee and/or Authorized Sites at Licensee's discretion.

VIII. LICENSEE PERFORMANCE OBLIGATIONS

License Terms Notification. Licensee will use reasonable efforts to provide Participating Institutions with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement.

Protection from Unauthorized Use. Participating Institutions will use reasonable efforts to restrict access to the Licensed Materials to Authorized Users.

Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, Participating Institutions will use reasonable efforts to inform Authorized Users that they should not divulge their numbers and passwords to any third party. Participating Institutions will also use reasonable efforts to maintain the confidentiality of any institutional passwords provided by Licensor.

IX. TERM

This Agreement shall be in effect from the Effective Date through the expiration date as set out in Appendix A unless terminated earlier in accordance with the provisions in Section XI.

X. RENEWAL

This agreement shall be renewable at the end of the current term for a successive term unless either party gives written notice of its intention to cancel thirty (30) days before expiration of the current term. In the event of a price increase for a subsequent term, Licensee shall have no less than ninety (90) days from the date of notification of the price increase to notify Licensor of Licensee's intent to cancel or renegotiate.

XI. EARLY TERMINATION

Early Termination for Financial Hardship. The Licensee may adjust or terminate this Agreement without penalty if sufficient content acquisitions funds are not allocated to enable one or more members of the Licensee, in the exercise of its reasonable administrative discretion, to continue this Agreement as originally signed. In the event of such financial circumstances, Licensee will notify Licensor of the intent to adjust or terminate the Agreement as soon as is reasonably possible, and this transaction shall take effect on the last day of the subscription period for which payment has been made, without penalty of expense to the Licensee of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available.

Termination for Breach. If either party believes that the other has materially breached any obligations under this Agreement, such party shall notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to use all reasonable means 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 the sixty (60) day period, the non-breaching party shall have the right to terminate the Agreement without further notice. Once this Agreement ends, by early termination or otherwise, the Licensor may terminate access to the Licensed Materials by Licensee and Authorized users. In addition, authorized copies of Licensed Materials made by

Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement.

Refunds. In the event of early termination permitted by this Agreement, except for termination for a material breach by the Licensee, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

XII. WARRANTIES

Licensor warrants that it has all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee for the purposes outlined in this Agreement, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party.

Non-Discrimination on the Basis of Disability. In accordance with all applicable laws, rules, and regulations governing non-discrimination on the basis of disability, including the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, and state non-discrimination laws (“Disability Law”), Licensor represents that the products and/or services it provides to Licensee (“Material”) is in a format that is accessible to persons with disabilities consistent with Disability Law requirements (“Accessible Format”). Accessible Format includes, but may not be limited to, supporting assistive software or devices such as large print interfaces; text-to-speech output; voice-activated input; refreshable braille displays; alternate keyboard or pointer interfaces; and digital Material formatted consistently with the Web Content Accessibility Guidelines (WCAG) 2.1 AA or most current version. Licensor shall ensure that material maintenance and upgrades are implemented in a manner that does not compromise product accessibility. Upon request from Licensee, Licensor shall provide a current, accurate, and completed Voluntary Product Accessibility (VPAT) Template (see <https://www.itic.org/policy/accessibility>) to demonstrate the Material’s Accessible Format. Nothing in this Agreement shall limit the Licensee or any end user from making lawful, non-infringing uses to facilitate access to the Licensed Materials by users who have disabilities. Licensor shall also indemnify and hold the CRL and Licensee harmless in the event of claims arising from inaccessibility.

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, that arises from the use of the Licensed Materials, 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 elsewhere in this Agreement, 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.

XIV. INDEMNITIES

The Licensor shall indemnify and hold harmless the Licensee, Participating Institutions, and Authorized Users for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim that alleges copyright infringement or other intellectual property infringement arising from the use of the Licensed Materials by the Licensee or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section XIV shall survive the termination of this Agreement.

XV. ASSIGNMENT AND TRANSFER

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, except as otherwise provided in Section VII. Neither party to this Agreement may unreasonably withhold or delay such written consent.

XVI. DISPUTE RESOLUTION & VENUE

In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as possible. In the event that the parties cannot, by exercise of their good faith efforts, resolve the dispute, they shall submit the dispute to informal mediation, as further described below in this paragraph. The parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute. The party invoking mediation shall give to the other party written notice of its decision to seek informal mediation, and the notice must include a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within fifteen (15) working days after such notice.

If the dispute is not resolved within thirty (30) calendar days, either party may pursue a legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, located in Cook County, Illinois. Licensor agrees to submit to the personal jurisdiction of the State courts in the State of Illinois (or, if applicable, the federal courts in Illinois) with respect to any legal proceedings that may arise in connection with this Agreement or from a dispute as to the interpretation or breach of this Agreement. During such court action, the parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute.

XVII. 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, labor strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

XVIII. 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. For the avoidance of doubt, online terms and conditions as defined in Section VII shall not modify the terms of this Agreement.

XIX. 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.

XX. 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.

XXI. 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.

XXII. NOTICES

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within ten (10) business days after mailing if sent by registered or certified or courier mail, return receipt requested. If any notice is sent by facsimile or electronic mail, confirmation copies must be sent by mail or by hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party. Any legal notices or other legal documents provided to either party as described in this Agreement shall constitute valid legal service, and Licensor expressly waives any further service of process requirements provided under the Hague Service Convention or similar service of process standards or agreements.

If to Licensor:

Publisher
Address of Publisher
City of Publisher

[Text deleted]

Country of Publisher [Text deleted]
Postal Code of Publisher

If to Licensee:
Licensing contact: [Text deleted]_{inator}

XXIII. EXECUTION

The parties agree that scanned and/or electronically signed versions of this originally executed Agreement are acceptable in lieu of printed signed copies and are to be given full force and effect under law.

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

LICENSOR:

BY: [Text deleted]
Signature of Authorized Signatory of Publisher

DATE: _____

Print Name: [Text deleted]

Title: CEO.

Address: [Text deleted]

Telephone No.: [Text deleted]

E-mail: [Text deleted]

LICENSEE:

BY: [Text deleted]
Signature of Authorized Signatory of Licensee

[Text deleted]

[Text deleted]

APPENDIX A: BUSINESS TERMS

Licensed Materials:

- Name: Dar Almandumah databases: EduSearch, EcoLink, IslamicInfo, AraBase, Humanindex, and Mandumah Dissertations
- Dates covered: Earliest content from 1921.
- Detail: Dar Almandumah is a comprehensive online full text database for Arabic scholarly output. It is a full text database of close to 1.2 million Arabic items (1/3 in abstract), including 65K items mainly in English and other languages. Number of titles as of May 2022: 2,373 indexed journals; 2,617 conference proceedings; 151,806 dissertations (some as abstracts) from over 1500 schools and institutes across the Arab world.
- The new-added materials to the database average between 90,000 and 100,000 items a year.

Contract Term:

[Text deleted]

Access Conditions:

Unlimited simultaneous users

Authentication:

IP authentication [To be completed: See Appendix C for Institutions and IP addresses}

Fees and Negotiated Discounts:

[To be completed: See Appendix D for spreadsheet from DAM]

APPENDIX B: AUTHORIZED INSTITUTIONS

[Text deleted]

APPENDIX C: IP ADDRESSES

[Text deleted]