



## SAE ACADEMIC DIGITAL CONTENT LICENSE AGREEMENT

This AGREEMENT is made on \_\_\_\_\_ 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 and identified by authorized Internet Protocol (“IP”) address or by an assigned user ID and/or password, a list of which will be maintained by Licensee; (c) **Database** means an electronic archive of SAE content; (d) **Licensed Products** means the content of the Database and the Licensed Software; (e) **Licensed Software** means the software and the Graphical User Interface provided by Licensor; (f) **Remote Access** means access provided by Licensee via secured authentication means only to Authorized Users who are not physically present at an Authorized Site; and (g) **Activation Date** means the calendar date on which Licensee is first given access to the Licensed Products.

### 2. LICENSE

- (a) Upon payment of the license fee set forth herein and/or in the accompanying invoice, 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, view, download, print and link or export to another software program 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”).
- (b) Notwithstanding any of the terms of subparagraph (a) of this section, Licensee shall not, and shall not permit any Authorized User to: (i) systematically access, search and/or download, reproduce, retain or redistribute any portion of the Licensed Products; (ii) sell, re-sell, rent, lease, license, sublicense, or assign any right to use the Licensed Products; (iii) alter, modify, repackage, adapt or prepare derivative works based upon the Licensed Products; or (iv) delete or remove any copyright information or notice contained in the Licensed Products.
- (c) With respect to SAE Journals included in Licensed Products, perpetual access options to SAE Journals are available to subscribers via LOCKSS.

### 3. TERM, TERMINATION & SUSPENSION

- (a) This Agreement and the License granted hereunder shall continue in effect for an initial term of 12 months from the Activation Date (the “Initial Term”). The Agreement can be renewed for additional 12-month periods (each, the “Renewal Term”) upon written notice to Licensor and payment of the renewal license fee, as determined by Licensor, within thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.



- (b) 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). 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.
- (c) Upon lapse, breach or termination of the Agreement, due to non-payment of the license or renewal fee or otherwise, Licensor will terminate all online access to the Licensed Products by Licensee and its Authorized Users.

**4. 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.

**5. FEES AND COSTS**

Licensee agrees that the license fee set 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.

**6. MISCELLANEOUS**

**Entire Agreement:** This Agreement is a complete and exclusive statement of the agreement between the parties with respect to the subject matter herein.

**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.

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

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

SAE International  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



