

# DIALOG ONDISC<sup>®</sup> LICENSE AGREEMENT

User No.

BillTo No.

Function of primary user of this account:

Please type or print clearly. Fill in boxed areas and return to **The Dialog Corporation - Oxford Office, 2 Des Roches Square, Witney, Oxford, OX28 4BE, United Kingdom; or fax to +44(0)1993-899333.** Please make a photocopy for your records.

- 10 Executive Office
- 15 Finance
- 20 Health Professional
- 25 Human Resources
- 30 Legal
- 35 Library/Information Center
- 40 MIS/Information Tech
- 45 Operations and Mfg
- 50 Research & Development
- 55 Sales & Marketing
- 60 Strategy & Business Dev.
- 65 Student
- 70 Teacher/Trainer
- 75 Writer/Journalist

**SUBSCRIBER/END-USER ADDRESS** (Street address is required. P.O. Boxes will not be accepted.)

Organization Name (as it appears on your letterhead)	Attention	Email	
Division/Department	Telephone	Fax	
Number and Street	City	State	Postal Code Country

**BILLING ADDRESS** (if different from above.) If "Billing" and "Mailing" organizations differ, we require signed assurance below from both organizations accepting terms of services and responsibility for charges.

Organization Name (as it appears on your letterhead)	Attention	Email	
Division/Department	Telephone	Fax	
Number and Street	City	State	Postal Code Country

- 99 Other
- CHECK ALL THAT APPLY:**
- Individual Use** (not funded by a business or organization)
- Government Agency:**
- U.S. Federal     Non U.S.
- U.S. State/Local
- Commercial:**
- Sole Proprietor     Corp.
- Partnership
- Not for Profit:**
- Educational
- Research
- Other \_\_\_\_\_

**Software Version (please specify – this determines the manual that will be sent to you):**

- WINDOWS<sup>®</sup>     MS-DOS<sup>®</sup>     MACINTOSH<sup>®</sup>     NEC     DIALOG@SITE     OnDiscBooks

Product Code	Product Description	Price	Quantity	Discount	Total Price

Will this product be on a network or Intranet? <input type="checkbox"/> YES <input type="checkbox"/> NO  If yes, completion of the Network License Agreement on page 2 is required.  Max. number of concurrent users _____ Number of Sites _____	Please add applicable local sales tax. Taxable states (as of May 1995) include: AZ, CA, CO, CT, DC, FL, GA, IL, IN, MA, MD, MI, MN, MO, NJ, NC, NY, OH, PA, SC, TX, VA, WA, WI.  <b>Sales tax:</b> Applicable state and local tax charges will be applied to your invoice if required by local law.	For international customers only <b>Value Added Taxes:</b> Are you registered for Value Added Taxes (V.A.T.)? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide your national code & registration number. _____	Sub-Total _____  % Sales Tax _____  <b>TOTAL</b> _____
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**Sales and Use Tax:** Applicable state and local sales and use tax charges will be applied to your invoice if required by local law. County: \_\_\_\_\_

**Are you EXEMPT from SALES TAX?**  No     Yes (If yes, please check one of the reasons below. A document acceptable to local tax authorities in support of your tax exempt claim is required with this agreement form, otherwise taxes will be applied to your Dialog Corporation invoices.) Please check here if one of the common exemptions from state and use tax applies to you.

01 Federal Government                       02 State & Local Government                       03 Non-Profit Organization

04 Direct Pay Permit (supply #) \_\_\_\_\_     05 Exemption Certificate (supply #) \_\_\_\_\_     06 Other (please explain) \_\_\_\_\_

The terms and conditions for use of Dialog services and products are set forth elsewhere herein. The signature below is evidence of the customer's agreement to be bound by such terms and conditions. Billing will follow receipt of order and shipment, as well as annual or other periodic renewals, unless Customer has terminated the Product subscription effective at the expiration of the initial or any renewal term. The above organization (or individual, if applicable) agrees to be bound thereby, as evidenced by the signature below. If mailing and billing organizations differ, we require signed acceptance below by a representative of both organizations.

**AUTHORIZED SIGNATURE** (This order cannot be processed without an authorized signature)

Date

Purchase Order No. (if applicable)

Name and Title (typed or printed)

**ALTERNATE SHIP TO ADDRESS — FOR SUBAGENT ADDRESS ONLY**

Organization Name (as it appears on your letterhead)	Attention	Shipper User #
Division/Department	Telephone	Fax
Number and Street	City	State Postal Code Country

**THE DIALOG CORPORATION USE ONLY — DO NOT WRITE BELOW THIS LINE**

30 Day Promo <input type="checkbox"/>	Discount	Processed By/Date	Lic=N <input type="checkbox"/>	Comments:
Check #	Amount	Sales Agent	RCO	
Country Code	PW 0	Chron. 01	Group 9	Inside/Field Rep
Tax Code	File Code Z	WO	Comm 01 01	Accepted By/Date
CDB Input By/Date	CDB Audited By/Date	Order Audited By		

# DIALOG ONDISC NETWORK LICENSE AGREEMENT

How will your users access the databases?

- On your own Intranet/Behind your Firewall  
 On a partner-hosted Dialog@Site Server  
 Please Specify name of Organisation Hosting Server : \_\_\_\_\_

User No. \_\_\_\_\_

Product	1. Price of one NETBAND	2. Number of Concurrent Users	3. Number of Sites	4. Number of NetBands required	5. Network Supplement (col1 x col4)	6. Number of Months if First year is less than one full year	PRORATED Network Supplement for First Year (col5 x col6/12)

Please list the locations (Sites) that will access the DIALOG OnDisc products :

Address	Telephone Number	Email Address

**AUTHORIZED SIGNATURE:**

**Definitions:** Concurrent Users - The maximum number of users that can access the database at the same time. Single Site - All members of a single organization accessing the DIALOG OnDisc database from within a six mile radius. Multiple Site - All members of a single organization accessing the DIALOG OnDisc database from outside a six mile radius. Organization - Company or institution with the same name. Network Supplement - Is based on the number of NetBands required. Qualifying discounts on the BASE price will also normally apply to the NetBands price.

\_\_\_\_\_  
Name and Title

## NETWORK LICENSE TERMS AND CONDITIONS\*

- The restrictions in Section 3C(1), 3C(2) 3C(3) and 3C(4) of the DIALOG OnDisc License Agreement - specifying that the Products may be used only on a single computer workstation at any time and may not be used on a network or transferred via telecommunications - are **hereby modified to permit use of the licensed databases specified in the attached Order Form in a network environment**. All other terms and conditions of the Agreement remain in full force.
- You agree that access to the CD-ROM disc(s) for the licensed Products will be limited to a single designated CD-ROM server. For each database, access to the server will be limited to the number of concurrent users designated above. The DIALOG software and databases will not be made accessible for additional concurrent accesses without prior written approval of The Dialog Corporation. ("Dialog").  
Access will be subject to the following constraints:
  - Access to DIALOG OnDisc Products is limited only to employees or members of your institution. (List above other institution locations (Sites) with workstations that will access DIALOG OnDisc Products.)
  - The server will be located either on the premises of a recognized Dialog partner, or within the premises of your institution under control of the employees or members of your institution.  
The workstations may be located outside the premises of your institution for access via your network by employees or members of your institution.  
You may at any time, without notice to Dialog, remove access from any workstation and provide it to another workstation, as long as the total number concurrent accesses remains in the designated range.
- All rights granted herein are subject to renewal and payment of renewal license fees at the same time as the original license of the Product. At that time you may continue to license the Products at prices, terms and conditions then in effect.
- Please designate a "Network Administrator" in the space provided, who agrees to be responsible for supporting users of the Products, providing and controlling the number of workstations with access, assuring compliance with license terms and conditions, and communicating with Dialog regarding these issues.
- Dialog staff are trained in the support of the DIALOG software and Databases only. Installation and use of our Products with network hardware and software is the responsibility of the vendors of those products. Installation of software and databases on a Customer-internal network of any kind is the exclusive responsibility of the Customer and should be performed pursuant to the applicable documentation provided with the Products.
- You will hold this letter and the arrangements it describes in confidence. Such obligation of confidential treatment shall not be applicable to: (i) information which is or becomes available in the public domain through no fault on your part; (ii) information which is developed independently by you; or (iii) information which is disclosed by either party to the other party without binder of secrecy.
- A Dialog employee, consultant, contractor, or distributor may visit your premises during your normal business hours to verify compliance with the network terms.

\* Network License Terms and Conditions are automatically incorporated as part of the DIALOG OnDisc License Agreement.

# DIALOG ONDISC LICENSE AGREEMENT

## 1. PARTIES

The parties to this "Agreement" are Customer, as licensee, and The Dialog Corporation ("Dialog"), as licensor. Dialog has authorized certain distributors in writing ("Distributors") to assume certain responsibilities related to this Agreement. This Agreement shall become effective upon its acceptance by Dialog at its home office in Mountain View, California, United States of America.

## 2. PRODUCTS

The "Products" made subject to this Agreement consist of: (1) the "Database(s)" ordered hereunder by Customer; (2) the "Software" provided by Dialog to Customer that permits search and retrieval of information contained within the Database(s) or facilitates communication with CD-ROM drives; (3) the "Media," such as CD-ROM and floppy disks upon which the Database(s) and Software are delivered to Customer; (4) the "Documentation" or user manuals that are provided by Dialog to Customer as instructional material to aid in the use of the Database(s) and Software; (5) any database or CD-ROM produced or shipped under the name DIALOG OnDisc®, DIALOG@Site™, or DIALOG OnDisc® Books. The term Products also includes any updates provided to Customer. For the purposes hereof, the plural includes the singular and vice versa.

## 3. LICENSE

A. Dialog hereby grants to Customer and Customer hereby accepts from Dialog a non-transferable and non-exclusive right and license to use the Products according to the terms and conditions set forth in this Agreement. Customer acquires no ownership rights respecting the Products, or portions thereof, and all such rights remain in Dialog. Customer's use of the Products is subject to such disclaimers and restrictions on use that may be published by Dialog and/or its suppliers in conjunction therewith. Such disclaimers and restrictions may be changed from time to time and Customer will be promptly sent all revisions thereto. Neither the Products, nor any portions thereof, may be reproduced, transferred, or transmitted in any form or by any means without the prior written consent of Dialog, except as expressly permitted hereunder.

B. Customer may use the Products only for internal purposes and shall not use the Products as a component of or a basis for a database prepared for commercial sale, access or distribution outside of Customer's organization. Customer is not permitted to alter or duplicate the Products in any way, provided, however, that Customer may make one (1) back-up copy of Software for emergency purposes.

C. Specific restrictions concerning Customer's use of the Products, or portions thereof, include, without limitation, the following: (1) Products may be used only on a single computer workstation at any time; (2) Products may not be used in a service or software rental bureau or in a local or wide area network, timesharing, interactive cable television, multiple computer processing unit or multiple site arrangement; (3) Portions of the Database may not be copied onto electronic/magnetic media (or other machine-readable form) except for temporary use or storage in conjunction with Customer's editing or re-formatting of data for purposes of making a single print-out (human-readable copy) thereof; (4) No telecommunications transfer of any portion of the Products may be made; (5) The Products, including any portions thereof, shall not be exported outside of the territorial limits of the country in which they were originally delivered unless approved by Dialog in advance; and (6) Customer may not modify, reverse engineer, disassemble, decompile or create derivative works based on the Products, or any portion thereof.

D. The License and rights granted to Customer hereunder shall commence upon shipment of Products from Dialog and shall continue for the duration of the period indicated on the Products Price List published at time of order for the applicable Products (as designated by a Product Code and/or Product Description on the front page of the Order Form) and is subject to renewal and continuation in accordance with Dialog's then applicable terms and conditions at the option of both parties hereto. However, if Dialog accepts an order in conjunction with an authorized return privilege program, then the license and rights granted to Customer hereunder shall commence upon shipment of Products to Customer and shall continue for the period of time authorized by Dialog. At the conclusion of this period, Customer will destroy the licensed Products, and destroy or erase all copies of any software that have been installed on computer systems or made for backup purposes. On receipt of the Products in good and complete condition, Customer shall be relieved of all further obligations under this License Agreement, which will be deemed canceled. If the licensed products are not returned by Customer and received in good and complete condition within fourteen days of the conclusion of the trial period, then this Agreement shall be automatically renewed for the remainder of the duration of the period indicated on the Products Price List published at the time of order for the applicable Products and the price for the Products, as described elsewhere herein, shall be immediately due and payable. This Agreement and the license granted hereunder shall, at the expiration of the applicable periodic term therefor, be *automatically* renewed for a like term, unless either party has notified the other party in writing of termination at least thirty (30) days prior to, and effective at, the expiration date of such term. It is understood and agreed that other Databases and/or additional units of the Database(s) ordered hereunder may be made subject to this Agreement from time to time upon the order therefor by Customer at then-applicable prices and acceptance of such order by Dialog at its home office in Mountain View, California, United States of America and, in such event, such Database(s) shall be deemed to be added to this Agreement by mutual consent and, therefore, subject to all of the terms and conditions of this Agreement.

E. The license and rights granted to Customer hereunder shall terminate upon the earlier of: (1) Expiration of the periodic term for the last Database made subject to this Agreement, if same is not renewed; or, (2) Termination hereof by Customer or by Dialog in accordance with any of the termination provisions described below. Individual Databases may be terminated at the expiration of the periodic term applicable thereto as described elsewhere herein and, in such event, the license and rights granted to Customer in conjunction therewith shall terminate, effective at the expiration of such term, where-upon individually terminated Products, or portions thereof, shall be promptly returned. Upon the termination of this Agreement, Products and all portions thereof shall be promptly returned in accordance with the instructions to be provided to Customer. Customer's failure to return Products, as instructed, shall be deemed a material breach of this Agreement by Customer.

F. From time to time, Dialog may announce and offer to Customer the option of paying a specified fee to retain, for the term of the Agreement (including all successive renewals) a specific Database component containing designate data (for example, a specific portion of Media containing back-year data) that otherwise would be subject to Customer's return of same to Dialog at specified intervals. Customer's election regarding such option shall not alter any other term or condition hereof and the entire Product, including any such retained Media, shall nonetheless be returned to Dialog upon the expiration or other termination of the Agreement.

G. All subscriptions renew automatically unless customer notifies Dialog 30 days prior to renewal date. Dialog will invoice Customer for subscription renewal upon the annual renewal date. In the event of cancellation, in year one, Customer must return to Dialog all DIALOG OnDisc software and discs related to that subscription no later than 30 days after cancellation notification is given to Dialog. Outstanding invoices for subscription renewal are due and payable until the product is returned to Dialog.

H. Customer agrees to promptly register this Agreement if required, and to obtain any necessary governmental approval(s) as may be required by the laws or regulations of any country for which the Products are issued to Customer pursuant to C(5) above. Customer is responsible for demonstrating to Dialog's satisfaction that all such registrations and approvals as are required have been obtained.

## 4. THIRD-PARTY ACCESS

In the event that Customer is a public library, an educational institution, a government agency, an attorney conducting legal research for a client, or a non-profit entity providing public access to data/information, then, notwithstanding the restrictions described in Section 3 hereof, but subject to any Database-specific restrictions, Customer may provide public access to and retrieval from the Database by or for public users. No other transfer of Database portions are permitted under this Agreement and no rights are granted permitting any systematic retrieval and printing of Database portions to third parties by or through any for-profit entity.

## 5. EQUIPMENT SUPPORTED

A. If Dialog or a Distributor of Dialog publishes a list of system requirements and/or compatible equipment for use in conjunction with Products, such list neither constitutes an endorsement of such equipment, nor any warranty or representation that the equipment will function to the satisfaction of Customer. For the purposes hereof, the term "system requirements" includes such software programs that may be utilized in conjunction with the computer hardware devices, such as operating systems and other programs.

B. Because Dialog has no control over equipment that is manufactured and/or distributed by third parties, Customer's use of equipment is solely Customer's responsibility and Dialog shall not be responsible for any defects, malfunctions or any other problems that may arise in Customer's use of equipment.

## 6. COPYRIGHT AND PROTECTION

A. The Products, including all portions thereof, except where expressly stated otherwise, are protected by copyright and other laws respecting proprietary rights. Unauthorized reproduction, transfer and/or use may be a violation of criminal as well as civil law.

B. Customer shall take all necessary action, whether by instruction, agreement or otherwise, to restrict, control and limit the use of and access to the Products to those uses expressly permitted hereunder (unless prior written agreement has been obtained from Dialog) and shall protect and secure the Products, and all portions thereof, to prevent unauthorized copying, transfer or use.

C. The Products contain highly proprietary and valuable trade secrets of Dialog and of its suppliers. Accordingly, it is acknowledged that unauthorized copying, transfer or use may cause Dialog and/or its suppliers irreparable injury that cannot be adequately compensated for by means of monetary damages. It is therefore agreed that any breach hereof by Customer may be enforced by means of equitable relief (such as, but not necessarily limited to injunctive relief) in addition to any other rights and remedies that may be available.

D. Customer agrees that any supplier of any portion of Products may enforce its rights against Customer, even though such supplier is not a party to this Agreement.

E. Customer may not use any data or documentation received from Dialog except as expressly provided in this Agreement and except as permitted by U.S. copyright law, which law shall govern the use of all data and documentation received from Dialog. Customer agrees, for itself and for any party acting by or through Customer: (1) to allow any documentation, products, or data received from Dialog, to be used only by Customer's (i) employees, in the case of a governmental agency or other organization with paid employees, (ii) faculty, enrolled students and staff in the case of educational institutions, or (iii) library patrons, in the case of libraries (the authorized users in each such entity are hereinafter referred to as the "Approved User-Base") (2) not to transfer, by any means whatsoever, any data or documentation received from Dialog (or copies thereof), to any person, organization or institution outside the Approved User-Base; and to prohibit any member of the Approved User-Base from doing so (3) not to sell, exchange, barter, or transfer, rent, lease, loan, resell for profit, distribute or in any other way commercially exploit any data or documentation received from Dialog, except for use as part of the ordinary attorney-client or library-patron relationship, and only as such use may be permitted by U.S. copyright law (4) not to remove or obscure copyright notices contained on data or documentation received from Dialog.

Customer agrees that any breach of its obligations under this Agreement with respect to the restrictions on Customer's use of the data or documentation received from Dialog will cause Dialog irreparable injury for which there are inadequate remedies at law, and therefore Dialog will be entitled to equitable relief in addition to all other remedies provided by this Agreement or available at law.

## 7. UPDATES AND REPLACEMENTS

A. So long as Customer is not then in default hereunder, Dialog or its Distributor will make available to the Customer, within the periodic term of this Agreement, all updates to the Products for which updates are generally made available to others. *Except for specifically designated Products where such replaced Products or Product portions, Customer is not required to ship the replaced Product or Product portions to Dialog. Customer shall destroy the CD-ROM discs so as to render the media thereafter inoperable.*

B. In certain instances, updates may include any or all of the following: (1) A more current version of the Database; (2) A more current version of the Software; (3) Corrections to errors in the Software;

# DIALOG ONDISC LICENSE AGREEMENT

or (4) A more current version of Documentation, or portions thereof including, without limitation, changes to disclaimers and/or restrictions applicable thereto.

C. In other instances, Dialog or its Distributors may make available significant improvements to the Products for separate fees. Customer shall not be required to acquire same unless Customer chooses to receive same, at Customer's option, in which event such improvements shall be deemed to be licensed to Customer hereunder, unless a separate agreement has been entered into between these parties respecting such improvements.

D. Dialog reserves the right to alter or modify Products, including portions thereof, from time to time. Such alterations and/or modifications may include, without limitation, addition or withdrawal of features, data or change in instructions. Dialog may also eliminate or cancel Products, including portions thereof, at any time, whereupon Dialog may grant Customer a credit or refund, or may replace Products with superseding Products, at Dialog's discretion.

## 8. LIMITED WARRANTY AND RISKS

A. Dialog provides the following limited warranty to Customer, that: (1) It has the right to enter into this Agreement and to license the Products to Customer; (2) That the media provided to Customer is not defective at the time it is shipped to Customer; (3) That the Software and Database are properly recorded on the media at the time same are shipped to Customer; and (4) The Database and Software will function substantially as described in Documentation (as may be modified from time to time). Software may contain errors and, although Dialog may use its best efforts to correct significant errors in Software, Dialog does not warrant that all errors will be corrected. The term of this limited warranty with respect to any Product or Product portion for which Customer makes a warranty claim shall be one year from the date of shipment of such Product or Product portion to Customer. Customer's sole and exclusive remedy under this limited warranty is to return the Product or Product portion to Dialog or Dialog's Distributor, postage prepaid, for free repair or replacement within ninety (90) days of Customer's discovery of error or malfunction.

B. Although the Products have been prepared using reasonable standards of care and while there are no indications or reasons to believe that there exist inaccuracies or defects in the Products, DIALOG, ITS SUPPLIERS AND DISTRIBUTORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXCEPT AS SET FORTH IN A. IMMEDIATELY ABOVE, WHICH ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DIALOG, ITS SUPPLIERS AND DISTRIBUTORS NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR DIALOG, ITS SUPPLIERS OR ITS DISTRIBUTORS ANY OTHER LIABILITY IN CONNECTION WITH THE LICENSING OF THE PRODUCTS UNDER THIS AGREEMENT AND/OR THE USE THEREOF BY CUSTOMER OR THIRD PARTIES.

C. DIALOG, ITS SUPPLIERS AND ITS DISTRIBUTORS DO NOT WARRANT THE ACCURACY OF INFORMATION CONTAINED WITHIN ANY DATABASE AND ALL RESPONSIBILITY PERTAINING TO THE USE THEREOF UNDER THIS AGREEMENT IS HEREBY ASSUMED BY CUSTOMER. DIALOG, ITS SUPPLIERS AND ITS DISTRIBUTORS SHALL NOT BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE OF PRODUCTS (OR PORTIONS THEREOF), INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF AWARE OF THE POSSIBILITY THEREOF.

D. IN NO EVENT MAY CUSTOMER BRING ANY CLAIM OR CAUSE OF ACTION AGAINST DIALOG, ITS SUPPLIERS OR ITS DISTRIBUTORS MORE THAN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES. IRRESPECTIVE OF THE CAUSE OR FORM OF ACTION, LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE FEE THEN PAID BY CUSTOMER FOR THE PRODUCTS GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, WHETHER OR NOT DUE TO BREACH OF WARRANTY, OF ANY OBLIGATION ARISING HEREUNDER, AND WHETHER LIABILITY IS EXPRESSED IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY.

E. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO EVERY CUSTOMER AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

F. Customer agrees to indemnify, defend and hold Dialog, its suppliers and Distributors harmless from and against any and all claims from third parties arising out of or in any way related to Customer's use of the Products hereunder. Or from and against any and all claims, losses, damages and expenses resulting from Customer's use, in breach of any of the terms of this Agreement, of any data or documentation received from Dialog, regardless of the form of action.

## 9. PRICES AND PAYMENTS

A. Prices applicable to Products are as published in Dialog's then-current price list(s) and are payable in advance of shipment of and renewal hereunder of Products. However, in the event that Customer's order for the Products has been rightfully solicited and received by a Distributor of Dialog, then prices are as published in Distributor's then-current price list(s). Customer's obligations of payment shall be to Dialog, or to Distributor when Customer's order has been marked to identify Distributor in a manner then authorized by Dialog. Dialog invoices are due upon receipt and will be deemed delinquent if not fully paid within thirty (30) days thereafter. Delinquent invoices are subject to interest charges at eighteen percent (18%) per annum on the unpaid balance (or the maximum rate allowed by law if such rate be less than 18%). Customer shall be liable for all costs of collection, reasonable attorney's fees and court costs if Dialog or Distributor shall find it necessary to collect delinquent payments and/or enforce any other rights or remedies available. Failure or delay in rendering payments due Dialog or Distributor under this Agreement or any other agreement between these parties or in promptly returning Products hereunder shall, at the option of Dialog, constitute a material breach of this Agreement. In addition to any other rights and remedies available to Dialog or Distributor resulting from Customer's breach hereof, Dialog or Distributor may retain any deposit of Customer and may charge Customer at then-current fees for any "holdover" period during which Customer has retained Products beyond termination or expiration of the term applicable thereto.

B. Products are provided F.O.B. point of shipment and shipment charges may be invoiced separately. Taxes, if any, are not included in published Products prices and may be added to invoices. If not so added, such taxes (exclusive of taxes based upon Dialog's net income) are the exclusive responsibility of Customer.

C. Customer agrees to pay, indemnify and hold Dialog harmless from all fees including, but not limited to license, documentation, recording and registration fees, and all sales, use, gross receipts, personal property, occupational, franchise or other taxes, levies, impost, duties, assessments,

charges, or withholding of any nature whatsoever, together with any penalties, fines, additions to tax or interest thereon (all of the foregoing being hereafter referred to as "Impositions"), arising at any time during the term of this license Agreement, or upon termination or early termination of this agreement upon return of the Products to Dialog, and levied or imposed upon Dialog directly or otherwise by any state, federal or local government. Customer agrees to pay on or before the time or times prescribed by law any Impositions assessed or billed to Customer, which might in any way affect the title of Dialog to any Products, or the use or disposition of any such Products by Dialog, or result in a lien upon any such Products; provided, however, that Customer shall be under no obligation to pay any Impositions which are assessed or billed to Customer directly under the applicable law so long as Customer is contesting in good faith and by appropriate legal proceedings such Impositions and the nonpayment thereof does not, in the opinion of Dialog, adversely affect the title, Products, use disposition, or other rights of Dialog under this agreement.

If any Impositions shall have been charged or levied against Dialog directly and paid by Dialog, Customer shall reimburse Dialog promptly upon Dialog's presentation of any invoice to Customer.

If any returns or reports are required to be made concerning Impositions imposed on Customer or the Products, Customer shall make such returns or reports in a manner satisfactory to Dialog; provided, however, that Dialog shall file all returns and reports connected with Impositions which are assessed against or billed to Dialog and Customer shall provide Dialog with any information available to Customer which Dialog requires to complete any such return or report.

D. Notwithstanding the terms of paragraph 6, credit approval (including Customer's demonstration to Dialog's satisfaction that Customer is able to pay all amounts invoiced under this Agreement in United States Dollars) and/or an advance deposit (non-interest bearing) may be required to establish any account whether individual or otherwise. Accounts paid in any currency which cannot reasonably be converted into United States dollars shall be deemed delinquent.

## 10. TERMINATION

A. If Customer breaches any provision of this Agreement, in addition to any rights or remedies, Dialog may terminate this Agreement and all licenses granted hereunder without prior notice.

B. If Customer or Dialog terminates this Agreement respecting any Product made subject hereto at the expiration of the periodic term thereof, this Agreement and the license granted hereunder shall, with respect to such Product, be automatically terminated; provided, however, that Dialog may, at its option, permit Customer to retain the license for the same or different Products hereunder upon payment by Customer and acceptance by Dialog of the appropriate fees associated therewith and, in such event, this Agreement and the license granted hereunder shall continue in full force and effect as if termination had not occurred.

C. Upon the cancellation, termination or expiration of this Agreement or of any Products licensed hereunder by either party and for any reason whatsoever, Customer shall return the affected Products as described in Section 3.E. above and shall destroy or erase any copies of Software installed on computer systems or made for backup purposes. Upon the request of Dialog or its Distributor, Customer will certify in writing that Customer has complied with all of the provisions hereof and has not retained the Products or copies thereof. In the event of loss or theft of a Product, Dialog or its Distributor may, at its option, require Customer to execute a Certificate of loss or theft, as appropriate, and Customer agrees to execute such Certificate.

D. The provisions set forth in Sections 3., 7., 10., 11. and 12. shall survive the term of this Agreement and shall continue in force into perpetuity.

## 11. GENERAL

A. All notices, consents or other communications referred to herein shall be in writing, and shall be sent to the other party by first class mail, postage prepaid, addressed to that party at the address specified in this Agreement or to such alternative address as either party may furnish in writing to the other from time to time. Service shall be effective on the earlier of actual receipt or the second business day after the day of mailing.

B. Dialog, its suppliers and Distributors shall not be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond their reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, fire, flood, accidents, strikes or labor shortages, transportation facility shortages, fuel or materials or for failures of equipment, telecommunications facilities or software programs not included in Products.

C. This Agreement, and the license granted herein, may not be assigned by Customer to any third party.

D. If any term or condition hereof is found by a court or administrative agency to be invalid or unenforceable, the remaining terms and conditions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law.

E. If the Customer utilizes a purchase order in conjunction with this Agreement, then Customer agrees that the following statement is hereby automatically made part of such purchase order: "The terms and conditions set forth in the Dialog License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof".

F. This Agreement shall be construed and interpreted solely in accordance with the laws of the State of California, United States of America, without giving effect to the principles of conflict of law thereof.

G. Dialog's and its Distributor's remedies as set forth herein are not exclusive and are in addition to any and all other remedies available at law or in equity, none of which shall be deemed as waived by virtue of exercise of any other remedy.

H. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings. There are no representations, warranties, promises, covenants or undertakings, except as described herein.

I. Notwithstanding any of the foregoing, it is Customer's exclusive responsibility to abide by all United States laws and regulations relating to export of data.

# DIALOG ONDISC LICENSE AGREEMENT

The following terms and conditions form an integral part of this Agreement. and, where indicated, modify portions of Sections 1. through 12. above for U.S. Government Customers only.

## 12. MODIFICATIONS

### THE FOLLOWING APPLIES TO U.S. FEDERAL GOVERNMENT CUSTOMERS ONLY

A. Notwithstanding the provisions of Section 3D. in the sixth sentence and Section 3.G. in the first sentence, each such sentence respecting renewal terms, this Agreement shall be governed by the then-current expiration date as evidenced by the governed by the Contracting Officer or other government official who has executed this Agreement.

B. Notwithstanding the provisions of Section 6.C. and D., title to Equipment will not transfer to Customer pursuant to this Agreement.

C. Section 7.C. is modified by deleting the second and third sentences thereof. Section 7.D. is deleted. The following verbiage is added to this Agreement:

(i) All data being supplied on magnetic media or in other computer-readable format such as CD-ROM and all data available through on-line access is a "computer database" that constitutes "restricted computer software" as defined in Clause 52.227-19 of the Federal Acquisition Regulations (FAR) and "Commercial computer software" as defined in Clause 252.227-7013 of the Department of Defense Federal Acquisitions Regulation Supplement (DFARS). If Customer is a unit or agency of the Department of Defense (DOD), Customer agrees that it will have only those rights to use such data that are defined in Clause 252.227-7013(c)(1)(ii) of the DFARS and in the "License" provisions of this Agreement. If Customer is any unit or agency of the United States government other than

DOD, Customer agrees that it will have only those rights to use such data that are defined in Clause 52.227-19(c)(2) of the FAR and in the "License" provisions of this Agreement.

(ii) All data being supplied in hardcopy reports and all data that Customer extracts through on-line access and prints in hardcopy form is "limited rights data" as defined in Clause 52.227-14 of the FAR and in Clause 252.227-7013 of the DFARS, and is subject to the following provisions:

(a) If Customer is a unit or agency of DOD, Customer agrees that it will have only those rights to use such data that are defined in the "License" provisions of this Agreement and as provided in Clause 252.227-7013 of the DFARS.

(b) If Customer is a unit agency of the United States government other than DOD, Customer agrees that it will have only those rights to use such data that are defined in the "License" provisions of the Agreement and in the limited rights as provided in Clause 52.227-14 of the FAR.

D. Sections 9. E. and F. are deleted in their entirety.

E. Notwithstanding the provisions of Section 10.A. in the fifth and sixth sentences respecting delinquent invoices and collection fees, this Agreement will be governed by applicable government regulations then in effect respecting late payments to contractors.

F. Section 10.C. is deleted in its entirety.

G. Notwithstanding the provisions of Section 11.A., Dialog's termination rights shall be governed by applicable government regulations (or other express provisions of the Agreement, if any) then in effect; however, Dialog retains the right to suspend its obligations for cause and upon written notice to the Customer.

H. Section 12.F. is deleted in its entirety.