

MINITEX SUBSCRIBER AGREEMENT

The Minnesota Higher Education Services Office (“HESO”) through its MINITEX Library Information Network (“MINITEX”), with its principal place of business at 15 Andersen Library, 222 21st Avenue South, University of Minnesota, Minneapolis, MN 55455, will include <insert name of MINITEX subscriber library> (“Subscriber”), with its principal place of business at <insert address information>, in its contract with <insert name of Licensor> (“Licensor”) to allow access to its <insert name of electronic resource> (“Service”) under the terms and conditions specified herein. The General Terms and Conditions represent the entire agreement for access to and use of the Service. Subscriber agrees to abide by the Licensor’s Terms and Conditions, as revised from time to time, as if same were fully set forth herein. The Regents of the University of Minnesota (the “University”) are executing this Agreement on behalf of HESO, pursuant to that certain state of Minnesota Professional Services Contract with the University of Minnesota, dated July 1, 1999, wherein the University was given the authorization to execute contracts on behalf of HESO for the MINITEX Library Information Network (the “Professional Services Contract”).

1. This Agreement is contingent upon the continued License Agreement between MINITEX and Licensor to make available the Service. Should the License Agreement be terminated or expire, MINITEX will inform Subscriber prior to the termination or expiration so that Subscriber can make other arrangements for access.
2. Subscriber agrees to access and use the Service in accordance with the attached Licensor Terms and Conditions. The Subscriber will establish procedures to appropriately authorize users of the Service in accordance with the term of this Agreement (“Authorized Users”). The Subscriber will exercise reasonable good faith efforts to inform Subscriber’s Authorized Users of restrictions on use of the Service; however, the Subscriber shall not be liable for the actions of individual Authorized Users who act without the knowledge and consent of the Subscriber.
3. Subscriber agrees to pay MINITEX fees as invoiced. All charges shall be due thirty (30) days from the date of the invoice reflecting such charges. **MINITEX will advise Licensor of any failure known to MINITEX by Subscriber to abide by Licensor’s subscription terms, including payment related matters. Subscriber acknowledges that any such failure to abide may result in the termination of availability of the Service to Subscriber.**
4. This Agreement shall be governed by and construed in accordance with the State of Minnesota.
5. Subscriber hereby agrees to indemnify MINITEX, its officers, directors, employees, partners, affiliates and agents, and agrees to defend and hold them harmless from and against any and all liability, damage, loss or expense (including reasonable attorney’s fees) arising from a claim, demand, action or

proceeding (collectively, a "Claim") based upon or arising out of a breach or alleged breach by Subscriber or Subscriber's Authorized Users of any of the provisions of this Agreement. MINITEX shall give prompt notice to Subscriber of the assertion of any Claim and Subscriber shall have the right to direct the defense or settlement thereof at its own expense.

6. MINITEX and Licensor are providing the Service in an "as is" condition. Neither MINITEX nor Licensor warrants, guarantees, or makes any representation regarding the accuracy, completeness, correctness, reliability, currency or otherwise, of any or all of the Service or the use or results to be obtained from using the Service or the information contained therein, or any related documentation or written materials. Neither MINITEX nor Licensor makes any representations or warranties whatsoever, express or implied, with respect to the Service, and, in particular, MINITEX and Licensor disclaim all implied warranties including without limitation any warranties of merchantability, noninterference, noninfringement, informational content, or fitness for a particular purpose with regard to the Service.
7. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other for lost profits, special, incidental, consequential or punitive damages for any nature, for any reason.

This Agreement shall take effect upon the latest date of execution below by duly authorized representatives of Subscriber and shall automatically renew on the first day of _____, except as otherwise provided by written notification from MINTIEX to Subscriber, or from Subscriber to MINITEX.

This Agreement is valid and enforceable only if sufficient funds are made available to the parties hereto by their respective legislatures (to the extent applicable) for the purposes of this Agreement. It is mutually agreed that if such funds are not appropriated for the purposes of this Agreement, this Agreement shall be terminated unless otherwise mutually agreed to in writing by the parties hereto.

ACCEPTED:

**Regents of the University of Minnesota
On Behalf of MINITEX**

SUBSCRIBER LIBRARY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____