about the Licensee or its Authorized Users without the Licensee's written permission or as required by law.

- g. No delay or failure of Licensor to take action under these Terms and Conditions will constitute a waiver by Licensor, unless expressly waived in writing by Licensor.
- h. These Terms of Use constitute the complete agreement of the parties and contain the entire understanding of the parties hereto relating to the Content, supersede any prior written or oral agreement or understandings between the parties with respect to the Content, and cannot be changed or terminated orally. Only a writing specifically referencing these Terms of Use and signed by the parties hereto may amend them.

### **Docuseek2's TERMS OF SALE**

LICENSE PERIOD

User license period commences at the time the license is purchased.

Docuseek2 does not provide products for resale.

REFUND POLICY

All sales are final.

PAYMENT METHODS

Docuseek2 accepts credit cards as forms of payment. Docuseek2 accepts Visa and MasterCard for orders under \$1000. For institutional licenses, we accept Purchase Orders, but at our discretion. Licenses may not be activated until payment is made. PLEASE NOTE: If a purchase has been declined online due to credit card issues, please ensure all data is correct and resubmit. If the transaction is not accepted online, Licensee will be unable to use that card for Licensee's purchase and should use another credit card.

# **BILLING**

Each individual transaction authorizes and bills as a single purchase.

# **UPGRADES**

Docuseek2 reserves the right to enhance Products purchased from Docuseek2, including Products purchased but not yet accessed. If an enhancement inadvertently alters the length of a purchased license, the purchaser may contact us for a reinstatement of that license to its original length, or for an acceptable substitute.

### FOR ASSISTANCE WITH ORDERS - DOCUSEEK2 CUSTOMER SERVICE

For assistance with billing questions or other order inquiries, please refer to our online Contact Us page. We will respond as soon as possible, usually within one business day.

### OTHER TERMS AND CONDITIONS

Docuseek2 is not responsible for misunderstandings resulting from typographic errors.

I have read, and on behalf of my institution, I accept the above Terms of Use.

	For DocuseeK2
	President
Name (print)	Name (print)

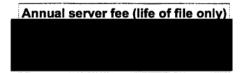
# **Schedule A - Licensed Content**

# Title / License fee(s):

- 1) Subscriptions for streaming licenses of 1-5 years as invoiced.
- 2) Purchases for Life of File shall be recorded here and amended as purchased.

# Schedule B - Annual Server Fee

The annual server fee varies according to the number of titles licensed or made available for streaming using the Docuseek2 Service. The annual server fee is calculated according the table below:



The Annual Server Fee is due at the commencement of this License, and on the anniversary date of the license thereafter.

# Appendix A - Privacy Policy

We take privacy very seriously. While we do log information on visits, queries and other site activity, this information is for evaluating the effectiveness and usefulness Docuseek2 only. All specific visit information is treated confidentially and anonymously, and is never shared with any other party, including the participating distributors. Aggregated data is shared with distributors. We do use cookies to record login state and other state information. The cookies serve no other purpose than this. If you have any questions concerning your privacy and your activity on Docuseek2, please contact us.

#### Institution admins and users

Docuseek2 supports two kinds of registered users. Administrators can see who else at their university has registered with Docuseek2. Administrators also have the ability to control the access of users from the institution to certain features on Docuseek2 related to licensing and viewing content. See the User Administration page for details on what rights institution administrators can grant or revoke. Administrators cannot see what a registered user has previewed, or what searches that user has done. Administrators may receive copies of emails when content is licensed by a registered user, or when a registered user asks that a title be made for streaming. These features exist to assist institutional media librarians in managing the institution's collections and helping their colleagues find an use media. The admin versus user access rights is a feature of the institutional licensing site only.

# Shopping privacy and security

You can shop at Docuseek2 with confidence. We have partnered with Stripe, a leading payment processor, to accept credit card payments safely and securely. Stripe is certified as a PCI Level 1 Service Provider, the most stringent level of certification available.