

Copyright License

This Agreement is entered into by the INTERNATIONAL CHILDREN'S DIGITAL LIBRARY FOUNDATION (hereafter, the "ICDL"), a Delaware 501(c)3 nonprofit corporation, on behalf of the entity identified below as "Licensor" and is effective upon execution by Licensor.

Name of Licensor

Address of Licensor: _____

Licensor Contact: _____

Licensor Telephone #

Licensor Facsimile #

E-mail address

In consideration of the mutual covenants and agreements set forth below and other good and valuable consideration, the parties agree as follows:

1. Basic License Rights: Licensor hereby grants ICDL a free, nonexclusive right and license to reproduce digital versions of the books identified in Schedule 1 ("**Books**") and such other Books that Licensor may add to Schedule 1 at any time in the future ("**Future Books**"), perform and display digital versions of the Books and Future Books and to authorize others to do the same, only for the purposes set out in Section 3 (License Conditions). In addition, Licensor also grants ICDL the right to enhance the readability of the Books and Future Books as needed solely for the purpose of facilitating readability on user devices. The rights set out in this section 1 (Basic License Rights) are collectively referred to as the "**Basic License.**"
2. Supplemental License Rights: Licensor may, at its sole discretion, elect to grant ICDL any or all of the supplemental license rights described in Exhibit A ("**Supplemental License**") in addition to the Basic License rights granted under paragraph 1. Licensor hereby grants ICDL those Supplemental License rights Licensor has selected as indicated in Schedule 2. If Licensor does not indicate whether a right described in Schedule 2 is granted or denied to ICDL, the right will be deemed to be granted to ICDL.
3. License Conditions: The rights granted to ICDL under paragraphs 1 and 2 are subject to the following terms and conditions:
 - a. The Books, including the front and back covers, will be scanned, digitized, published, and transmitted to users via the Internet or special installations behind a firewall, but the content will not be modified or edited in any way except as permitted by Licensor's granting of one or more Supplemental License Rights or as is required to enhance readability on user devices.
 - b. ICDL may choose to provide its designees with a copy of the Books on CD or DVD designed to be accessed with the ICDL application solely to allow use of the ICDL on machines with limited or no connectivity to the Internet.

- c. The current digitization guidelines are based on the current standards set forth by the U.S. Library of Congress. Pursuant to the current U.S. Library of Congress standards, each page will be scanned at 300 dpi, cropped, and stored as an uncompressed image; a screen-resolution compressed image will be deployed to the book readers; and the book will be scanned at a 1:1 ratio. ICDL may modify its digitization guidelines at any time and without notice, including modifications that deviate from current or future U.S. Library of Congress standards.
- d. ICDL shall not charge any fee to access www.childrenslibrary.org or such other sites or installations from which ICDL or its designees makes the Books accessible under this Section 3 (License Conditions).
- e. ICDL will include a copyright notice and acknowledgment of Licensor's license to ICDL in all displays and publications of the Books, in whole or in part, using the following format: "Copyright held by {Name of Licensor(s)}. This work is made available with the permission of the owner(s) of the copyright."
- f. Where available and practicable, ICDL will employ technological measures that aim to prevent unauthorized further display and/or distribution of the Books.
- g. ICDL offers to protect Books at one of several levels of security described in Exhibit B. Licensor hereby directs ICDL to protect Books at the Security Level Licensor has selected as indicated in Schedule 2.
- h. ICDL has permission to establish other sites and installations including, but not limited to, mirror sites, backup sites and special ICDL installations behind firewalls, which will observe all requirements set forth in this Agreement.
- i. ICDL may, as it sees fit, reproduce, in print, small portions of the Books and any Future Books and display digital versions of the Books and Future Books for ICDL's marketing and promotional purposes.

4. Representations: Licensor represents and warrants that (a) it is the sole owner of copyright in the Books and has full authority to grant ICDL the Basic License and Supplemental License rights under paragraphs 1 and 2, and (b) ICDL has no obligation under copyright law to obtain any additional copyright permissions or clearances to exercise the specific rights granted under paragraph(s) 1 and/or 2. Licensor will notify ICDL in writing promptly upon the occurrence of any event that renders the license granted to ICDL no longer valid.

5. Future Books: Future Books, as defined in paragraph 1, will be subject to the terms and conditions of this Agreement, including Schedule 2, as if they were identified in the original Schedule 1, unless the parties amend this Agreement to provide otherwise at the time a Future Book is added to the Agreement.

6. Notices: Any notices required to be provided under this Agreement shall be deemed sufficient if given in writing and delivered in person or by facsimile or E-mail, confirmed by overnight or certified mail, postage prepaid and return receipt requested, to the Licensor contact at the address identified above, and to ICDL contact at the address identified below, or such other address and/or contact as either party may hereafter designate by notice in writing. A notice shall be deemed effective upon receipt. Routine communications and inquiries may be made by E-mail.

Address of ICDL: International Children's Digital Library Foundation (ICDL)
College of Information Studies, University of Maryland
4105 Hornbake Library, South Wing
College Park, MD 20742

1-617-848-9600 (outside North Amer.)
1-800-997-ICDL (U.S. & Canada)
ICDL Telephone #

1-617-848-9600 (outside North Amer.)
1-800-997-ICDL (U.S. & Canada)
ICDL Facsimile #

rights@childrenslibrary.org
E-mail address

7. Term and Termination: Unless it is terminated sooner, this Agreement will remain in effect with respect to each Book and Future Book until its copyright expires, at which point ICDL shall be free to make use of the book as a work within the public domain. The parties may terminate this Agreement at any time upon mutual written agreement. Either Party may terminate this Agreement at any time for any reason upon at least thirty (30) days prior written notice to the other party. Upon termination, ICDL shall promptly remove Licensor's Book(s) from www.childrenslibrary.org, or such other sites and installations as ICDL may have established.

8. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

9. Governing Law: The validity, interpretation and effect of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, United States of America, including applicable treaties and agreements in effect between the United States of America and the country in which Licensor is incorporated.

10. Relationship of Parties: The relationship of the parties to this Agreement is that of independent contractor. Nothing herein shall be construed to create a partnership, joint venture, or teaming agreement between Licensor and ICDL. Nothing herein shall be construed to imply that either party's employees are employees of the other.

11. Illegal provisions: In the event any portion of this Agreement that is not vital to its meaning or implementation is held illegal, void or ineffective, the remaining portions thereof shall remain in full force and effect.

12. Entire Agreement: All attached schedules and exhibits are incorporated as part of this Agreement. This Agreement embodies the entire understanding between the parties with respect to its subject matter. There are no contracts, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein. This Agreement may be modified only upon written agreement of the parties.

13. English Version: In the event this Agreement is translated into a language other than English and a discrepancy arises between the English version and the other version, the English version shall control.

14. Counterparts: This Agreement may be executed in one or more counterparts, each of which will constitute an original and which taken together will constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

AGREED TO BY:
LICENSOR:

ICDL:

Printed Name of Authorized Signatory

Printed Name of Authorized Signatory

Signature of Authorized Signatory

Signature of Authorized Signatory

Title of Authorized Signatory

Title of Authorized Signatory

Date

Date

Schedule 1
Books and Notations of Any Copyright Limitations
(See Agreement paragraph 4)

For identification purposes, title, creator(s) are required, and ISBN -or- publisher and publication year are required.

Title	Creator(s)	ISBN	Publisher	Publication Year

Number of Books:

Schedule 2
Grant of Supplemental License Rights
& Selection of Security Level

Please check the appropriate boxes below and submit this completed Schedule 2 with the executed Copyright License agreement to ICDL.

1. Supplemental Translation Right, as described in Exhibit A-1

Licensor hereby grants ICDL the supplemental right to translate in all languages except _____.

(If Licensor does not exclude any languages, the right will extend to all languages.)

Licensor does not grant ICDL a supplemental right to translate.

2. Supplemental Transcription Right, as described in Exhibit A-2

Licensor hereby grants ICDL the supplemental right to transcribe.

Licensor does not grant ICDL a supplemental right to transcribe.

3. Supplemental Text Conversion Right, as described in Exhibit A-3

Licensor hereby grants ICDL the supplemental right to convert original language book text to human-voice audio.

Licensor hereby grants ICDL the supplemental right to convert original language book text as well as translated text to human-voice audio. *This right shall apply to the original text language and those languages, if any, allowed pursuant to ICDL's supplemental translation right as described in Exhibit A-1.*

Licensor does not grant ICDL any right to convert text to human-voice audio.

4. Supplemental User Download Right, as described in Exhibit A-4

Licensor hereby grants ICDL the supplemental right to allow users to make and retain one (1) digital copy of all Books for personal use except _____.

(If Licensor does not exclude any Books or Future Books, the right will extend to all Books.)

Licensor does not grant ICDL any right to allow users to make and retain one (1) digital copy for personal use of all Books.

5. Security Level, as described in Exhibit B

_____ No extra security

_____ Limited security

Exhibit A

Description of Optional Supplemental License Rights

ICDL strives to balance the interests of the book rights holders with the needs of a diverse, multi-language audience, including the visually impaired and learning disabled, to access book text in a variety of languages and formats. As a result, ICDL offers rights holders the option to allow or disallow:

- Translations (described in Exhibit A-1 below)
- Transcriptions (described in Exhibit A-2 below)
- Human-voice audio conversion of textual matter in the Books (described in Exhibit A-3 below)
- Digital Downloads (described in Exhibit A-4 below)

The scope of each of these supplemental rights and underlying options for translations and human-voice audio conversion as well as the benefits and challenges of granting them are described below. The terms and conditions of the Basic License shall apply to the supplemental rights Licensor elects to grant to ICDL.

Licensor: Please review the descriptions of the optional supplemental rights and indicate in Schedule 2 those supplemental license rights you wish to grant ICDL.

Exhibit A-1 Supplemental Right to Translate

When permission is granted, ICDL users will have the option of seeing the translated text independently or in conjunction with the original digital materials, which will always be available in the original language. Users will be able to see both the Book images as they were published, as well as the text translated into other languages.

As with the original Book images, translated text will not have explicit support for printing, e-mailing, copying or downloading, unless otherwise allowed by the Licensor. ICDL does not authorize duplication, distribution, e-mailing, copying, or printing of any translated text made available through ICDL, unless otherwise allowed by the Licensor.

Scope of Supplemental Right to Translate: In granting ICDL a supplemental right to translate, Licensor will authorize ICDL to translate the text in the Books covered by this Agreement and make this translated text accessible in accordance with the terms and conditions of this Agreement.

Benefits:

- Users who speak languages other than the language appearing in the original Books will be able to read translated text.
- Users may make use of their browser's accessibility features to increase the size of translated text as needed.
- As translated versions of the Books may already be published in physical form, or as it may be the intention of the Licensor to make such translated versions available, Licensors may elect to exclude specific languages from the translation permission they grant.
- Translated text will become the property of ICDL; however, ICDL cannot redistribute the translation for commercial purposes. ICDL will consider relinquishing its rights to the translated text if the Licensor and Translator enter into a formal agreement to publish the translation in physical form.

Challenges:

- Some technologies, such as screen reader technology, may be capable of converting the translated text to machine audio. However, machine audio provided by screen readers and other audio technologies is not retained and cannot be downloaded or otherwise distributed.

If Licensor elects not to grant a supplemental right to translate, no text in the Books covered by this Agreement may be translated to other languages. No translated text of the Books covered by this Agreement may be included on the ICDL web site or other sites and installations other than those (if any) provided by the Licensor.

Benefits:

- Books may not be accessed by screen readers or other audio technologies unless specific permission is given below to transcribe the text in its original language.

Challenges:

- Users who speak languages other than the language appearing in the original Books will not be able to read the Book text.

Exhibit A-2 Supplemental Right to Transcribe

When permission is granted, ICDL users will have the option of seeing the transcribed text independently or in conjunction with the original digital materials, which will always be available. Users will see both the Book images as they were published, as well as the transcribed text in the original language and translated languages (if any) of the Books.

As with the original Book images, transcribed text will not have explicit support for printing, e-mailing, copying or downloading, unless otherwise allowed by the Licensor. ICDL does not authorize duplication, distribution, e-mailing, copying, or printing of any transcribed text made available through ICDL, unless otherwise allowed by the Licensor.

Scope of supplemental right to transcribe: ICDL is granted permission by the Licensor to transcribe the text in its original language in the Books covered by this Agreement and make this transcribed text accessible in accordance with the terms and conditions of this Agreement.

Benefits:

- Transcribed textual matter will be displayed at a higher quality than the images of text in the original Books. This clearer, sharper text may be easier for some users to read than the Book images.
- Users may make use of their browser's accessibility features to increase the size of transcribed text as needed.
- Visually impaired and learning disabled users may be able to listen to Book text with specialized technology that converts text to sound.

Challenges:

- Books may be accessed using screen readers or other audio technologies that convert text to machine audio. However, machine audio provided by screen readers and other audio technologies is not retained and cannot be downloaded or otherwise distributed.

If Licensor elects not to grant a supplemental right to transcribe, no transcribed text of the Books covered by this Agreement may be included on the ICDL web site or other sites and installations other than those (if any) provided by the Licensor.

Benefits:

- Books may not be accessed as machine audio via screen readers or other audio technologies.

Challenges:

- Visually impaired and learning disabled users who require machine audio available through screen readers or other audio technologies will not be able to listen to Book text.

Exhibit A-3

Supplemental Right to Human-Voice Audio Conversion

When permission is granted, human-voice audio versions of the Books will be available to play either in conjunction with the original digital materials or independently of them. Users may view Book images while listening to the human-voice audio of Book text, or they may listen to this human-voice audio without viewing the original Book images.

As with the original Book images, human-voice audio streams will not have explicit storage support. ICDL does not authorize duplication, distribution, e-mailing or copying of any human-voice audio material made available through ICDL, unless otherwise allowed by the Licensor.

Option 1: Human-voice audio conversion of Book text in the original language is permitted. ICDL is granted permission by the Licensor to convert the original text in the Books covered by this Agreement to human-voice audio format and make this recorded text accessible in accordance with the terms and conditions of this Agreement.

Benefits:

- With appropriate computer hardware and peripherals, visually impaired and learning disabled users will be able to access human-voice sound recordings of the original Book text.

Challenges:

- Users with slow connectivity may experience delays or pauses when playing the human-voice audio recordings.
- Web pages containing human-voice audio recordings may be slow to load.

Option 2: Human-voice audio conversions of original Book text as well as translated text are permitted. ICDL is granted permission by the Licensor to convert the original and translated text of the Books covered by this Agreement to human-voice audio format, and make these recorded texts accessible through ICDL.

Benefits:

- With appropriate computer hardware and peripherals, visually impaired and learning disabled users will be able to access human-voice sound recordings of Book text in the original language.
- With appropriate computer hardware and peripherals, visually impaired and learning disabled users will be able to access human-voice sound recordings of Book text in their native languages.
- With appropriate computer hardware and peripherals, users who are learning other languages may be able to hear correct pronunciation of translated Book text.

Challenges:

- Users with slow connectivity may experience delays or pauses when playing the human-voice audio recordings.
- Web pages containing human-voice audio recordings may be slow to load.

Option 3: No human-voice audio conversion is permitted. No text in the Books covered by this Agreement may be converted to human-voice audio format. No human-voice audio recording of the Books covered by this Agreement may be included on the ICDL web site or other sites and installations other than those (if any) provided by the Licensor.

Benefits:

- Web pages may load faster than they would if human-voice audio recordings were available.

Challenges:

- Visually impaired and learning disabled users may not be able to access Book text without assistive audio technologies installed on their computers.
- Users who are learning other languages may not be able to hear correct pronunciation of translated Book text without assistive audio technologies installed on their computers.

Exhibit A-4 Supplemental Right to User Download

When permission is granted, ICDL users will be given the option to make and retain one (1) digital copy of the Books covered by this Agreement for personal use by downloading a copy of the Book through the ICDL web site via the Internet.

As with the original Book images, digital copies of the text will not have explicit support for printing, e-mailing or additional copying, unless otherwise allowed by the Licensor. ICDL does not authorize duplication, distribution, e-mailing, copying, or printing of any digital copies of the text made available through ICDL, unless otherwise allowed by the Licensor.

Scope of supplemental right to download: ICDL is granted permission by the Licensor to allow ICDL users to make and retain one (1) digital copy of the Books covered by this Agreement on their local machine for personal use through the ICDL web site via the Internet. ICDL will use its best efforts to ensure that any downloading of Books will be accompanied with the End User License Agreement, attached hereto and identified as such.

Benefits:

- Users with intermittent Internet connectivity to the Internet will be able to retain a digital copy of the Books on their personal machine thus facilitating widespread use of the ICDL where it may otherwise not be available.

Challenges:

- It is not feasible to limit the downloading functionality to only those users with intermittent Internet connectivity, thus allowing all ICDL users to benefit from being able to make and retain a digital copy of the Books.

If Licensor elects not to grant a supplemental right to download, users will not be able to make and retain a digital copy of the Books covered by this Agreement for personal use. Digital copying of the Books covered by this Agreement may not be included on the ICDL web site or mirror sites.

Benefits:

- Digital copies of the Books may not be made and retained for personal use.

Challenges:

- The ICDL may not be available to users with intermittent Internet connectivity, thus depriving users of the benefits of the ICDL.

Exhibit B

Levels of Book Security

ICDL strives to balance the interests of the book rights holders with the needs of users to have an easy way to access and use the books in the collection. As a result, ICDL offers rights holders two levels of security from which to choose. ICDL believes Security Level 2 provides a reasonable balance between the requirements of all parties.

No versions of ICDL have explicit support for printing, e-mailing, copying or downloading. ICDL does not authorize duplication, distribution, e-mailing, copying, or printing of any material made available through ICDL, unless otherwise allowed by the Licensor.

Selecting a security level: Please review the descriptions of the various levels of security ICDL offers and use Schedule 2 to indicate your choice of security.

Failure to select a security level: If the Licensor does not select a security level in Schedule 2, ICDL will apply security level 2 to the Books.

Changing the security level: Licensor may change the security level at any time by notifying ICDL of the desired change in accordance with the notice provisions of paragraph 6 of the Agreement.

Descriptions of Security Level Options

Security Level 1: No Extra Security. Books are available using all ICDL book reading tools such as the Standard HTML reader, as well as the Comic and Spiral Java readers described below.

Example: The book, *A Apple Pie*, in the ICDL collection is an example of this security level.

Benefits:

- No additional software is required to read a book.
- The ICDL book readers (such as Standard, Comic and Spiral) provide a variety of child-friendly user interfaces.

Challenges:

- Books can be duplicated and distributed by using screen capture and pasting the image into an image program.
- Users can right click on book images to save them in the Standard reader. Users could then access these images and duplicate or distribute them.
- Users can view HTML source code and find the urls for book images. Users could then access these images and duplicate or distribute them.
- For some readers (such as the Comic and Spiral readers), users must download and install plug-ins such as Java Web Start. ICDL's research indicates that many users either don't know how to do this, or don't have permission to do this on public machines such as those available in schools or libraries.

Security Level 2: Limited Security. Books are available using all ICDL book reading tools such as the Standard HTML reader, as well as the Comic and Spiral Java readers described below. JavaScript is used on HTML readers to block right-clicking on book images to save them.

Example: The book, *All We Need are Dragons*, in the ICDL collection is an example of this security level.

Benefits:

- No additional software is required to read a book.
- The ICDL book readers (such as Standard, Comic, and Spiral readers) provide a variety of child-friendly user interfaces.
- JavaScript blocks right clicking on book images to save them in the HTML readers on many browsers.

Challenges:

- Books can be duplicated and distributed by using screen capture and pasting the image into an image program.
- Some users can right click on book images to save them (e.g. if they disable JavaScript or use some browsers on Apple computers). Users could then access these images and duplicate or distribute them.
- Users can view HTML source code and find the URLs for book images. Users could then access these images and duplicate or distribute them.
- For some readers (such as the Comic and Spiral readers), users must download and install plug-ins such as Java Web Start. ICDL's research indicates that many users either don't know how to do this, or don't have permission to do this on public machines such as those available in schools or libraries.

International Children's Digital Library Foundation

End User License Agreement

IMPORTANT INFORMATION: PLEASE READ THIS LICENSE CAREFULLY BEFORE DOWNLOADING THIS BOOK. BY DOWNLOADING THIS BOOK, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT DOWNLOAD THIS BOOK.

The International Children's Digital Library Foundation ("ICDL") has obtained a license for this book (the "Book" as further defined below). This Book reflects a culmination of effort to create the world's most comprehensive multicultural digital library of outstanding children's books in order to provide children around the world with the opportunity to access literature from different cultures without cost. Users access this and other Books via a browser, which are generally resident on servers controlled by ICDL or its designees ("ICDL Servers"). In certain geographic areas, however, ICDL is unable to make the Books widely available due to limited or no Internet connectivity. To address this issue, ICDL is allowing end users to make and retain one (1) digital copy of this Book on their local machine for personal use. In order to download a Book, end users must agree to be bound by the terms and conditions set out in this license agreement (the "Agreement").

1. **Definitions.** Capitalized terms have the meanings set out below. Other capitalized terms are defined in the context in which they are used:

1.1 **"Authorized User"** means an end user who has agreed to the terms and conditions of this Agreement.

1.2 **"Book"** means any literary work that ICDL has expressly made available for download to Authorized Users via the Internet.

1.3 **"You"** or **"Your"** means and refers to an Authorized User under this Agreement.

2. **License Grant.** Subject to the terms and conditions of this Agreement, ICDL hereby grants to You a royalty free, nonexclusive, nontransferable license to make and retain one (1) digital copy of the Book on Your local machine solely for personal use, and such use is limited to reading the digital copy of the Book offline.

2.1 **Authorized User Acknowledgements.** In connection with the grant of rights set out in this Section 2 (License Grant), You acknowledge that you have no other rights besides those expressly set forth in Section 2 (License Grant) including, but not limited to, no right, title or interest in this Book or any copyright, patent, trademark or other

intellectual property rights embodied or used in connection with this Book.

2.2 **Restrictions.** You shall not yourself, or through any other party: (i) sell, lease, license or sublicense the Book, (ii) decompile, disassemble, or reverse engineer the Book, in whole or in part, or (iii) allow access to the Book by any third party other than an Authorized User.

3. **No Warranty.** The Book is provided "AS IS" without warranty of any kind. Further, ICDL does not warrant, guarantee or make any representations regarding the use of, or the results of the use of, the Book in terms of correctness, accuracy, reliability, currentness, or otherwise. ICDL EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ICDL SHALL NOT BE HELD RESPONSIBLE FOR ANY LIABILITY TO ANY PARTY ARISING OUT OF YOUR USE OF THE BOOK.

4. **Limitation of Liability.** IN NO EVENT WILL ICDL, ITS AGENTS, AFFILIATES, OFFICERS, DIRECTORS OR SHAREHOLDERS BE LIABLE FOR LOST PROFITS, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ICDL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREUNDER.

5. **Authorized User Misuse.** In the event that an Authorized User uses the Book or any related services in a manner not expressly authorized by this Agreement and such use gives rise to claims of infringement by a third party (a **"Third Party Misuse Claim"**), then the Authorized User shall defend, indemnify and hold ICDL harmless from cost or expense (including reasonable attorneys' fees) arising from such Third Party Misuse Claim. ICDL shall give the Authorized User reasonable notice of and shall have the option to undertake and conduct the defense of any such Third Party Misuse Claim.

6 **Term and Termination.**

6.1 **Term.** This Agreement begins on the date You signify Your assent to its terms and conditions, by clicking "I accept" prior to downloading the Book. This Agreement will continue in force for as long as You comply with its terms and conditions, unless earlier terminated in accordance with Section 6.2 (Termination).

6.2 **Termination.** You may terminate this Agreement at any time by ceasing use the Book and any related services. ICDL may terminate this Agreement for convenience upon giving You reasonable notice by (i) posting a notice of termination on its website: www.childrenslibrary.org ("**Website**"), or (ii) if an email address was provided during registration, contacting you directly through the email address You provided during your registration. Without prejudice to ICDL's other rights, this Agreement will terminate immediately, and without need for notice, if You fail to comply with the terms and conditions of this Agreement or the Website's Terms of Use. Upon termination for any cause, (i) You must cease all use of this Book and every other Book in your possession, (ii) You must destroy any and all copies of any Book(s) in your possession, and (iii) the following provisions shall survive: Section 4 (Limitation of Liability) and Section 5 (Authorized User Misuse) and Section 7 (General).

7 **General.** This Agreement is governed by the laws of the Commonwealth of Massachusetts and shall inure to the benefit of ICDL and its successors and assignees. You hereby consent to the personal

jurisdiction of, and venue in, the state or federal courts located within the county in which ICDL is located. Any notice required or permitted to be given under this Agreement shall be delivered by email to the email address You provided during your registration. Notice so given shall be deemed effective when received. You shall provide ICDL with an updated email address should your email address change from that which you provided in your registration. You may not assign this Agreement or any right granted to You herein without the prior written consent from ICDL, but ICDL may assign this Agreement at any time without your consent. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of that provision or any other provision. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. You and ICDL agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision. In the event that this Agreement is translated into a language other than English and a discrepancy arises between the English version and the other version, the English version shall control. This Agreement constitutes the whole and entire agreement between You and ICDL with respect to the subject matter hereof and no verbal or written commitments not referenced herein shall apply. Any modification or amendment to this Agreement shall be effective only if reduced to writing and signed by a duly authorized representative of ICDL and You.