

Digital Commons Publishing Services Agreement

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This Agreement governs your acquisition and use of our Digital Commons Publishing Services ("Publishing Services" for brevity).

By executing an Order Form that references this Agreement, you and we agree to the terms of this Agreement.

The words "you" or "your" in this Agreement, whether capitalized or lowercase, mean the university, research organization, company or other legal entity for which you are accepting this Agreement as well as your Users. All references to "us," "we," or "our" whether capitalized or lowercase, mean Internet-Journals, Inc., a California corporation doing business as "bepress." Other definitions are found in Appendix A, or within the text below.

1. General

- a. The purpose of our Publishing Services is to allow you to promote and archive your journal(s), including metadata and/or full-text, in certain third party databases.
- b. Journals included in Publishing Services must be listed on an Order Form (hereafter "Journals" or "Journal").
- c. Participation in Publishing Services in no way implies that any Journal is published by us, or that we have any ownership rights to journals included in the program.
- d. Unless otherwise specified herein, Publishing Services will be provided and governed by the bepress Services Agreement found at http://www.bepress.com/bepress_services_agreement.pdf. In the event that a conflict arises between the terms of this Agreement and the terms of the general bepress Services Agreement, this Agreement shall govern with respect to the Publishing Services.

2. Rights and Authority

- e. You represent that you have the rights and authority to include the Journal(s) in the Publishing Services, and that the use of Journal Content in the Publishing Services will not infringe the rights of any third party. You are liable to us for any damages to us resulting from the infringement of any rights of any third parties by your Journals or their participation in the Publishing Services.
- f. You authorize us to act as your agent with regard to sending Journals' Content to the third-party databases included in Publishing Services and agree that you will adhere to

the terms of our agreements with said third-party databases, which agreements are available upon request.

3. Additional Services

You may add additional journals to the Journals included in the Publishing Services at any time. The fee for such additional Publishing Services will be the prorated portion of the applicable pricing for any additional Publishing Services for the remaining Term of the Agreement. Such additional Services will be governed by the terms and conditions of this Agreement unless otherwise agreed in writing.

4. Errors

We cannot guarantee the success of transfers to third-party databases. Content errors will be up to the journal to correct.

5. Termination

- g. Either you or we may, for any reason, terminate this Agreement with thirty days' written notice. Any of the Journal Content submitted to third-party databases included in Publishing Services will remain with those third parties even after termination of this Agreement.
- h. We will provide you a pro-rata refund for any unused pre-paid services at the time of termination.

6. Entire Agreement

Both parties agree that the making, execution, and delivery of this Agreement has not been induced by any promises, representations, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties and supersedes any previous agreements or understandings, written or verbal, in effect between such parties relating to the subject matter thereof. This Agreement may be amended or modified only by a written instrument signed by duly authorized officers of the respective parties (an "Amendment"). In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) an Amendment, (2) the applicable Order Form, (3) this Agreement.

Appendix A: Definitions

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means this Digital Commons Publishing Services Agreement.

"**Content**" means the files and associated metadata that you publish in Journals receiving Publishing Services.

"**Digital Commons Publishing Services**" or "**Publishing Services**" means the services described in the document titled "Digital Commons Publishing Services" found at http://www.bepress.com/publishing_services_description.pdf. We reserve the right to change the services provided from time to time. Your continued use of the Publishing Services indicates your assent to the services then provided.

"**Order Form**" means an ordering document specifying the Services to be provided hereunder that is entered into between you and us or any of Our Affiliates, including any addenda and supplements thereto.

"**User**" means any individual who is authorized by you to use the Publishing Services as an author, editor, administrator, or in another capacity. Users may include, but are not limited to, your employees, faculty, students, and if you are a membership organization, members.