BNA License Agreement - Academic Customers

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   d. If applicable, the number of Users and/or locations must not exceed the maximum number of users and/locations specified on the Order Form.

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a. Except as otherwise provided, the subscription to each Licensed Product is non-cancelable and shall continue during the applicable Subscription Term; provided however, that this License Agreement or a subscription may be terminated for any of the following reasons: (a) By either BNA or the Customer, effective at the end of the Subscription Term, if the terminating party delivers to the other party written notice of its intent to terminate the applicable Order Form no less than 30 days before the last day of the Subscription Term; (b) immediately by BNA if BNA does not receive payment of any Subscription Fees within 60 days after the invoice date; (c) by either BNA or the Customer, upon written notice to the other party, if the other party materially breaches any provision of this License Agreement and the other party fails to remedy that breach within 30 days after such party gives written notice to the defaulting party of such breach; (d) immediately by BNA if BNA reasonably believes that the Customer or any User has engaged in activity that violates applicable law or any provision of this License Agreement; or (e) by either party if the other party has any proceedings instituted by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or any assignment for the benefit of creditors, or the appointment of a receiver, liquidator or trustee of any of its property or assets, or the liquidation, dissolution or winding up of its business.

b. All obligations under this License Agreement when terminated shall survive termination with respect to any events occurred, or any money that was accrued and owing, prior to the effective date of any termination under this License Agreement.

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12. Notices. Notice under this Agreement shall be made in writing; sent via certified mail, return receipt requested, U.S. Express Mail or private express or mailgram service, or by telefacsimile, or by email (with receipt specifically confirmed via telephone); effective upon receipt at the address stated below; and addressed as follows, unless the sending party is notified in writing of a change of address, in which event notice shall be sent to the new address: If to BNA, to 1801 S. Bell Street, Arlington, VA 22202, Attn: General Counsel. If to Customer, to the address included on the applicable Order Form.


a. Force Majeure. BNA shall not be liable for failure to perform any part of this License Agreement where such failure is due to fire, flood, power outages, strikes, labor troubles or other industrial disturbances, inevitable accidents, war (declared or undeclared), acts of terror, commercially unreasonable hostile acts by a Third Party with respect to the Licensed Products (including a denial of service attack), embargoes, blockages, legal restrictions, governmental regulations or orders, riots, insurrections, or any cause beyond the control of such party. However, BNA shall use diligent efforts to resume performance. This License Agreement shall not be regarded as terminated or frustrated as a result of such failure of performance that does not exceed six (6) months, and the parties shall proceed under this License Agreement when the causes of such non-performance have ceased or have been eliminated.

b. No Waiver. Should BNA or any Customer fail to exercise or enforce any provision of this License Agreement or to waive any rights in respect thereto, such waiver or failure shall not be construed as constituting a continuing waiver or waiver of any other right.

c. Choice of Law. This License Agreement shall for all purposes be governed and construed in accordance with Florida state law without regard to its choice-of-law rules, unless otherwise provided under applicable state law, in which case this Agreement shall be governed by and construed in accordance with the laws of the Customer's state.

d. Entire Agreement. Unless otherwise specified in any applicable Order Form, this License Agreement, as it may be amended from time to time, constitutes the entire agreement between each Customer and BNA, and supersedes all prior or contemporaneous writings, discussions, agreements, and understandings of any kind, with respect to the subject matter of this License Agreement.

e. Severability. If any provision of this License Agreement shall be held to be unenforceable, the parties shall renegotiate those provisions in good faith to be valid, enforceable substitute provisions, which provisions shall reflect as closely as possible the intent of the original provisions of this License Agreement. If the parties fail to negotiate a substitute provision, this License Agreement will continue in full force and effect without that provision and will be interpreted to reflect the original intent of the parties.

f. Third Party Beneficiaries. All beneficial rights (other than the right to collect fees) granted to or reserved in this License Agreement by BNA, including limitations of liability, warranty disclaimers, confidentiality, ownership, limitation of damages, and indemnification for third party claims, shall accrue to and are for the benefit of Licensors to the same extent as BNA. Except as expressly stated therein, nothing contained in this License Agreement is intended to create third party beneficiaries thereof or thereunder.

g. Each Party Acting Independently. BNA and each Customer agree that, for purposes of any applicable Order Form, each is acting independently of the other, that they are not joint venturers, and that neither is an agent, partner or joint venturer of the other.

h. Amendment and Assignment. Neither this License Agreement nor any Order Form shall be changed, modified or amended except by a writing signed by a duly authorized officer of BNA and the Customer. No Customer may assign this License Agreement or any rights or obligations created under this License Agreement without the prior written consent of BNA.

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Last Revised September January 2011; Sections 2a, 6a 8e and 13c.