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ASM Press eBooks Single Site License Agreement – Perpetual Access**

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Both Parties represent and warrant that a) it has the legal authority to enter into this Agreement; b) this Agreement will not conflict with any other contract, agreement or law; c) this Agreement, executed and delivered, will constitute a binding obligation; and d) it shall adhere to Section 8 and all applicable privacy and data protection laws applicable to the gathering, processing, storing and transmitting of all Confidential Information, as defined below.

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6. Payment

6.1 The fees due under this Agreement are set forth on the Cover Sheet. Licensor shall invoice Licensee for the Purchase Fee with payment due within thirty (30) days receipt of invoice.

7. Term and Termination

7.1 **Term.** The term of this Agreement shall be perpetual.

7.2 **Termination.** In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

7.3 **Effect of Termination.** Upon termination, Licensee shall be entitled to keep a permanent flat file (.PDF) copy of the Licensed Materials. Also upon termination, any links to Licensed Materials under Sections 2.1(B) and (C) shall be removed.

8. Confidential Information

8.1 Each Party acknowledges that, in connection with the performance of this Agreement, it may receive certain confidential or proprietary technical, business or financial information and materials of the other Party or data related to the usage of the Licensed Materials by Licensee and Authorized Users ("Confidential Information"). Confidential Information shall include the

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disclosing Party's service offerings, methodologies, software, product documentation, data, legal strategies and work product, and any other business, financial or technical information that is marked or otherwise identified as confidential or proprietary.

8.2 Both Parties agree (a) to use the other Party's Confidential Information only for the purposes described in this Agreement; (b) not to reproduce the other Party's Confidential Information and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; and (c) to restrict access to the other Party's Confidential Information to such of its personnel, agents, suppliers and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement. Both Parties agree that all Confidential Information is proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.

8.3 Both Parties agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

8.4 Notwithstanding the foregoing, each Party may disclose Confidential Information (a) if expressly authorized in writing by the subject of that information; (b) in response to an order of a court or other governmental body; (c) as required by law or regulation to be disclosed; or (d) in order to establish a Party's rights under this Agreement.

8.5 If either Party breaches this Section 8, the non-breaching Party may suffer irreparable harm, the total monetary damages for which will be impossible to calculate and therefore inadequate. Accordingly, the non-breaching Party may a) seek appropriate injunctive relief against the breaching Party or b) exercise any other rights and seek any other remedies to which the non-breaching Party may be entitled at law, in equity and under this Agreement.

9. General

9.1 **Entire Agreement.** This Agreement incorporates the Cover Sheet and the attached Schedules and sets forth the entire agreement and understanding between the Parties with respect to the subject matter thereof and supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties.

9.2 **Modification.** No modification or amendment of this Agreement shall be binding upon either Party unless it shall be in writing and signed by persons authorized to bind the Parties to this Agreement.

9.3 **Assignment.** Neither party may assign or transfer its rights under this Agreement without the prior written permission of the other party, which consent shall not be unreasonably withheld or delayed.

- 9.4 Severability.** If any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the same shall not affect the validity or enforceability of any other provisions of the Agreement.
- 9.5 Force Majeure.** Neither Party's delay or failure to perform any provision of this Agreement as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or give rise to, a breach of this Agreement.
- 9.6 Good Faith Resolution.** If there are any disputes or disagreements regarding the terms and conditions of this Agreement, both Parties agree to work in good faith to resolve the issues.
- 9.7 Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its principles regarding conflicts of law. Each Party hereby irrevocably submits to, and waives any objection to, the exclusive personal jurisdiction of the state and federal courts located in the State of California.
- 9.8 Survival.** The provisions of Sections 3, 4.1(A-B), 4.2, 4.3, 5, 7.3, 8 and 9 shall survive the termination or expiration of this Agreement.
- 9.9 Non-discrimination.** The parties agree to comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, non-discrimination, including the Americans with Disabilities Act, and affirmative action. The vendor for the ASM Journals Online complies with the W3C Priority 1 international standards for accessibility and has represented to ASM that compliance with Section 508 of the Americans with Disabilities Act was completed in late 2007.
- 9.10 Government Requirements.** ASM complies with all provisions of the Federal Acquisition Regulation (FAR) clauses applicable to the goods and services licensed pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth on the attached Cover Sheet.

SCHEDULE A
Complete eBook Collection and Frontlist (May 2014)

ISBN	eISBN	Lead Author/Editor(s)	Title	Ed	Book Type	List	Year
9781555816209	9781555817404	Hatfull, Jacobs	Molecular Genetics of Mycobacteria	2	M - Monograph	Frontlist	2014
9781555815868	9781555818494	Donnelly	Cheese and Microbes	1	M - Monograph	Frontlist	2014
9781555818425	9781555818432	Atlas, Maloy	One Health	1	M - Monograph	Frontlist	2014
9781555817275	9781555817282	Garcia	Clinical Laboratory Management, Second Edition	2	R - Reference	Frontlist	2014
9781555818746	9781555818753	Hotez	Forgotten People, Forgotten Diseases, Second Edition	2	M - Monograph	Frontlist	2013
9781555815073	9781555818548	Booss, August	To Catch a Virus	1	M - Monograph	Frontlist	2013
9781555816766	9781555818524	Vasil, Darwin	Regulation of Bacterial Virulence	1	M - Monograph	Frontlist	2013
9781555816261	9781555816261	Doyle, Buchanan	Food Microbiology, Fourth Edition	4	R - Reference	Frontlist	2013
9781555815400	9781555818470	Kolter, Maloy	Microbes and Evolution	1	M - Monograph	Backlist	2012
9781555816742	9781555817329	Tan, Bavoil	Intracellular Pathogens I	1	M - Monograph	Backlist	2012
9781555816773	9781555817336	Palmer, Azad	Intracellular Pathogens II	1	M - Monograph	Backlist	2012
9781555816049	9781555817183	Miller	Polar Microbiology	1	M - Monograph	Backlist	2012
9781555817084	9781555817213	Hacker	Genome Plasticity and Infectious Diseases	1	M - Monograph	Backlist	2012
9781555815394	9781555817176	Calderone	Candida and Candidiasis, Second Edition	2	M - Monograph	Backlist	2012
9781555815295	9781555817220	Gaynes	Germ Theory	1	M - Monograph	Backlist	2011
9781555815363	9781555817190	Stolz	Microbial Metal and Metalloid Metabolism	1	M - Monograph	Backlist	2011
9781555815035	9781555817107	Kolenbrander	Oral Microbial Communities	1	M - Monograph	Backlist	2011
9781555815134	9781555817138	Schlossberg	Tuberculosis and Nontuberculous Mycobacterial Infections, Sixth Edition	6	M - Monograph	Backlist	2011
9781555814632	9781555816728	Versalovic	Manual of Clinical Microbiology, Tenth Edition	10	R - Reference	Backlist	2011
9781555815165	9781555817152	Barnett	Yeast Research	1	M - Monograph	Backlist	2011
9781555815356	9781555817114	Walk	Population Genetics of Bacteria	1	M - Monograph	Backlist	2011
9781555815424	9781555817121	Hoorfar	Rapid Detection, Characterization, and Enumeration of Foodborne Pathogens	1	M - Monograph	Backlist	2011
9781555814816	9781555817145	Ward	Nitrification	1	M - Monograph	Backlist	2011
9781555814571	9781555816902	Fratamico	Genomes of Foodborne and Waterborne Pathogens	1	M - Monograph	Backlist	2011
9781555815370	9781555816896	Murrell	Stable Isotope Probing and Related Technologies	1	M - Monograph	Backlist	2011
9781555815141	9781555816872	Kaufmann	Immune Response to Infection, The	1	M - Monograph	Backlist	2011
9781555816087	9781555816865	Sadowsky	Fecal Bacteria, The	1	M - Monograph	Backlist	2011
9781555816216	9781555816841	Storz	Bacterial Stress Responses, Second Edition	2	M - Monograph	Backlist	2011
9781555815431	9781555816889	Sherman	Magic Bullets To Conquer Malaria	1	M - Monograph	Backlist	2011
9781555815011	9781555816858	Heitman	Cryptococcus	1	M - Monograph	Backlist	2011
9781555815387	9781555816810	Maloy	Lure of Bacterial Genetics, The	1	M - Monograph	Backlist	2011
9781555814977	9781555816834	Persing	Molecular Microbiology, Second Edition	2	R - Reference	Backlist	2011
9781555816032	9781555816537	Ehrenfeld	Picornaviruses, The	1	M - Monograph	Backlist	2010
9781555815257	9781555816803	Scheld	Emerging Infections 9	1	M - Monograph	Backlist	2010
9781555815028	9781555816629	Sabour	Bacteriophages in the Control of Food- and Waterborne Pathogens	1	M - Monograph	Backlist	2010
9781555815271	9781555817435	Garcia	Clinical Microbiology Procedures Handbook	1	R - Reference	Backlist	2010
9781555815127	9781555816827	Baltz	Manual of Industrial Microbiology and Biotechnology, Third Edition	3	R - Reference	Backlist	2010
9781555814731	9781555816636	Borkovich	Cellular and Molecular Biology of Filamentous Fungi	1	M - Monograph	Backlist	2010
9781555814991	9781555816667	Wolfe	Second Messenger Cyclic Di-GMP, The	1	M - Monograph	Backlist	2010
9781555814595	9781555815936	Juneja	Pathogens and Toxins in Food	1	M - Monograph	Backlist	2010
9781555814014	9781555816650	Russell	Phagocyte-Pathogen Interactions	1	M - Monograph	Backlist	2009
9781555814847	9781555815950	Schlossberg	<i>Infections of Leisure, Fourth Edition</i>	4	M - Monograph	Backlist	2009
9781555814304	9781555815486	Fratamico	Sequelae and Long-Term Consequences of Infectious Diseases	1	M - Monograph	Backlist	2009
9781555814397	9781555815493	LaFemina	Antiviral Research	1	R - Reference	Backlist	2009
9781555814625	9781555815974	Specter	Clinical Virology Manual, Fourth Edition	4	R - Reference	Backlist	2009
9781555814052	9781555815479	Jaykus	Food-Borne Microbes	1	M - Monograph	Backlist	2009
9781555815158	9781555817428	Sherman	Elusive Malaria Vaccine, The	1	M - Monograph	Backlist	2009

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9781555814540	9781555815967	Garcia	Practical Guide to Diagnostic Parasitology, Second Edition	2	R - Reference	Backlist	2009
9781555815004	9781555817442	Dixon	Animalcules	1	M - Monograph	Backlist	2009
9781555814250	9781555815981	Richman	Clinical Virology Third Edition	3	R - Reference	Backlist	2009
9781555814380	9781555815523	Latgé	Aspergillus fumigatus and Aspergillosis	1	M - Monograph	Backlist	2009
9781555813697	9781555815691	Goodkin	Spectrum of Neuro-AIDS Disorders, The	1	M - Monograph	Backlist	2009
9781555813970	9781555815455	Hayden	Diagnostic Microbiology of the Immunocompromised Host	1	M - Monograph	Backlist	2009
9781555814366	9781555815561	Brasier	Cellular Signaling and Innate Immune Responses to RNA Virus Infections	1	M - Monograph	Backlist	2009
9781555814441	9781555815592	Scheld, Hammer, Hughes	Emerging Infections 8	1	M - Monograph	Backlist	2008
9781555814038	9781555815462	Versalovic	Therapeutic Microbiology	1	M - Monograph	Backlist	2008
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9781555814786	9781555815547	Wall, Harwood, Demain	Bioenergy	1	M - Monograph	Backlist	2008
9781555814069	9781555815509	Zengler, Karsten	Accessing Uncultivated Microorganisms	1	M - Monograph	Backlist	2008
9781555814236	9781555815646	Michiels, Bartlett, Aertsen	High-Pressure Microbiology	1	M - Monograph	Backlist	2008
9781555814649	9781555815738	Series Ed: Doyle; Ed: Koopmans, Cliver, Bosch	Food-Borne Viruses	1	M - Monograph	Backlist	2008
9781555814045	9781555815578	Winans, Bassler	Chemical Communication Among Bacteria	1	M - Monograph	Backlist	2008
9781555814083	9781555815820	Siber, Klugman, Makela	Pneumococcal Vaccines	1	M - Monograph	Backlist	2008
9781555814687	9781555815783	Daffe, Reytrat	Mycobacterial Cell Envelope, The	1	M - Monograph	Backlist	2008
9781555814502	9781555817473	Emanuel, Roos, Niyogi	Sampling for Biological Agents in the Environment	1	M - Monograph	Backlist	2008
9781555814557	9781555815790	Perman, Gallagher, Snijder	Nidoviruses	1	M - Monograph	Backlist	2008
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