

## **SUBSCRIBER AGREEMENT FOR JOURNEY ONLINE, LLC**

AGREEMENT entered into and between the Subscriber and Journey On Line, as follows:

1. **Journey On Line Archive.** Journey On Line is a limited liability company (LLC) formed under the laws of the State of Wyoming. The Subscriber may subscribe to Journey On Line's computer and internet assisted research by submitting a then current Order Form and payment. Such subscription shall include access to Journey On Line's archive ("archive") solely for educational purposes. The copies of newspapers, documents and other historical information in the archive is provided at the sole discretion of Journey On Line. Access to the archives at [www.journeybackintime.com](http://www.journeybackintime.com) is provided via a password authentication and is not restricted to an assignment of IP address, thus allowing student and teacher access at school or at home.

2. **License.**

(a) Grant. Subscriber is granted a non-exclusive, non-transferable, limited license to access the Journey On Line archive. Such license includes the right to access data ("data") made available by Journey On Line. Subscriber may download and use such data solely in the regular course of educational and research purposes. Use of the data is limited to employees of the particular school and the students within that school. Except as otherwise provided with respect to data found in the archive, the license includes the right to download and temporarily store insubstantial portions of data to a storage device under the Subscriber's exclusive control solely (i) to display internally such data and (ii) to quote and excerpt such data (appropriately cited and credited) by electronic cutting and pasting or other means for educationally related products. Subscriber may also create printouts of such data for internal use and distribution to third parties if such third parties agree not to further distribute the printouts.

(b) Limitations. A subscriber must be an individual school or library. A school district may not be a subscriber, but the individual schools or libraries within a school district may be each be a subscriber. Individual public and private libraries, including those associated with a higher educational institution may also qualify as a subscriber. Journey On Line, reserves the right to refuse a potential subscriber for any reason. A Subscriber may not copy, download, store, publish, transmit, transfer, sell or otherwise use the data or any portion of the data, in any form or by any means, except (i) as expressly permitted by the Agreement, (ii) with Journey On Line LLC's prior written permission, or (iii) if not otherwise expressly prohibited by the Agreement, as allowed under the fair use provision of the Copyright act (17 U.S.C.A § 107). Downloaded data shall not be stored or used in an archival database or other searchable database except as expressly permitted by the Agreement. Subscriber, or any users covered under the subscription, shall not sell, license or distribute data (including printouts or downloaded data) to third parties or use data as a component of or as a basis for any material offered for sale, license or distribution. Distribution of any data for commercial or personal gain is prohibited.

3. **Term and Termination.** This Agreement and each Order Form will be come effective upon approval and acceptance by Journey On Line and will continue in effect for one year from that date. Subscription prices are solely in the discretion on Journey On Line, and the price of the subscription and terms of the Agreement are subject to change at any time except during the term of a particular subscription. Journey on Line may terminate this Agreement

immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of the Agreement or of any obligation to Journey On Line under any other agreement between the parties. In such a case, Journey on Line will not refund any amount of the price paid by the Subscriber for the subscription.

4. **Disclaimer of Warranties and Limitation of Liability.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE DELIVERABLES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS OR DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND JOURNEY ON LINE'S ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE DELIVERABLES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY SUBSCRIBER, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL JOURNEY ON LINE, BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO SUBSCRIBER'S, OR ITS USERS ALLOWED UNDER THE SUBSCRIPTION, INABILITY TO RESEARCH OR WORK PROPERLY. JOURNEY ON LINE, DOES NOT MAKE ANY WARRANTY THAT ACCESS TO JOURNEYBACKINTIME.COM WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES JOURNEY ON LINE, MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF JOURNEYBACKINTIME.COM ENTAIL THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA.

5. **Limitation of Claims.** No claim, regardless of form, which in any way arises out of this Agreement may be made, nor action based upon such claim brought under this Agreement, more than one year after the basis for the claim becomes known to the party desiring to assert it.

6. **Effect of Agreement.** This Agreement (which includes all applicable Order Forms, any existing Agreement, and current and future additional terms) embodies the entire understanding between the parties.

7. **Force Majeure.** Journey On Line's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies or information and the like.

8. **Notices.** Except as otherwise provide in this Agreement, all notices must be given in writing to Journey On Line, LLC at P.O. Box 840, Thayne, WY 83127.

9. **General Provisions.** This Agreement will be governed by and construed under the law of the state of Wyoming, USA, without regard to conflicts of law provisions. The parties agree that the State and Federal courts sitting in Wyoming will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion hereof may be assigned, sublicensed

or otherwise transferred by Subscriber without Journey On Line's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected. Failure of either party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**Purchaser:**

**School District:** \_\_\_\_\_

**School Name:** \_\_\_\_\_

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Authority Signature

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Authority PRINT