## ANSI DEPOSIT ACCOUNT LICENSE AGREEMENT

This document is a non-exclusive Deposit License Agreement ("Agreement") between the American National Standards Institute ("ANSI"), located at 25 West 43<sup>rd</sup> Street, New York, NY 10036, USA, and the "Licensee" identified and located at the address below. This Agreement may not be modified.

- GRANT OF LICENSE: Subject to the provisions contained herein and to the payment of all applicable fees, ANSI grants
  Licensee a non-exclusive, non-transferable license to purchase and access the documents available on the ANSI Electronic
  Standards Store ("ESS") (with the exception of the ANSI T1 Standards and related materials). The documents available through
  the ESS are herein defined as the "Products." Licensee's rights to purchase and access the Products are limited to the following:
  - (a) "Employee(s)" are herein defined as people employed by Licensee and who are authorized by Licensee to access the Product(s). Licensee agrees that all Employees are bound by this Agreement to the same extent as the Licensee and will ensure that every Employee having access to the Product(s) is made aware of and will comply with the terms and conditions of this Agreement. Licensee agrees to assume full responsibility for the acts and omissions of all Employees as they relate to this Agreement.
  - (b) Licensee shall provide funds to ANSI on deposit together with a signed copy of this Agreement. Upon ANSI's receipt of such funds, ANSI will provide Licensee with a personal code to access the Products. Licensee may provide such access code to one or more of its Employees. Licensee's Employees may purchase Products from the ESS using the access code, and purchases shall be credited against Licensee's deposit to the extent that there are sufficient funds on deposit to cover the requested purchases.
  - (c) This Agreement does not convey to Licensee an interest in or to any of the Products, but only a limited right of use revocable in accordance with the terms of this Agreement.
  - (d) Employee may install one (1) copy of the purchased Product(s) on, and permit access to it/them by, a single computer owned, leased or otherwise controlled by the Employee. In the event that computer becomes dysfunctional, such that the Employee is unable to access the Product(s), the Employee may transfer the Product(s) to another computer, provided that the Product(s) is/are removed from the computer from which it/they is/are transferred and the use of the Product(s) on the replacement computer otherwise complies with the terms of this Agreement. One or more Employees may be authorized to purchase Product(s) on behalf of other Employees and forward such Product(s) to the requesting Employee. In that case, the original purchaser must delete the Product(s) from his/her computer once the forwarding is complete. Product(s) may not be forwarded to anyone other than an Employee. Neither concurrent use on two (2) or more computers nor use in a local area network or other network is permitted. Employees shall not merge, adapt, translate, modify, rent, lease, sell, sublicense, assign or otherwise transfer any of the Product(s), or remove any proprietary notice or label appearing on any of the Product(s). Employee may make one (1) copy the Product(s) for backup purposes only.
  - (e) Licensee acknowledges and agrees that each Product is proprietary to the copyright holder (the "Owner") identified on the front page of the Product, and is protected under U.S. copyright law and international copyright treaties. Licensee further acknowledges and agrees that all right, title and interest in and to the Product, including all intellectual property rights, are and shall remain with the Owner.
  - (f) Licensee shall provide ANSI or any designee of ANSI with all information necessary to assure compliance with the terms of this Agreement.
  - (g) This Agreement specifically <u>excludes</u> the T1 standards and other Products developed and published by the Alliance for Telecommunications Industry Solutions Inc. (ATIS). Electronic versions of ATIS Products may be purchased individually in the ESS at the ANSI website (http://webstore.ansi.org/) and paid for as a credit card purchase.
  - (h) From time to time, other collections may be added to the ESS that ANSI does not have the rights to include in this Agreement. Should such other collections be added, you shall be notified in writing to this effect.

## 2. LIMITED WARRANTY:

(a) ANSI warrants for Licensee's benefit alone that, unless disclosed in the Product(s) to the contrary, ANSI and the Owner can license the Product(s) and all copyright and trademarks related thereto or therein.

- (b) THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 2 CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THE PRODUCTS AND ANSI AND THE OWNERS MAKE NO OTHER REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO ANY OF THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE SUFFICIENCY, ACCURACY OR UTILIZATION OF, OR ANY INFORMATION OR OPINION CONTAINED OR REFLECTED IN, ANY OF THE PRODUCTS. ANSI AND THE OWNERS EXPRESSLY DISCLAIM ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OFFICER, DIRECTOR, EMPLOYEE, MEMBER, AGENT, REPRESENTATIVE OR PUBLISHER OF THE COPYRIGHT HOLDER IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS LIMITED WARRANTY.
- 3. INDEMNIFICATION: The Owners, ANSI, any agent, representative, publisher or distributor of the Products, or any of their respective directors, officers, employees, agents, representatives or members (the "ANSI and Owner Indemnified Parties") shall have no liability for, and Licensee shall defend, indemnify and hold each of the ANSI and the relevant Owner Indemnified Parties harmless from and against, any claim, loss, demand, liability, obligation and expenses (including reasonable attorneys' fees) based upon or arising out of any injury or damage, or any product liability claim, including but not limited to, any personal or bodily injury or property damage, arising out of, pertaining to, or resulting in any way from, the use or possession of any of the Products by Licensee and/or any of Licensee's directors, officers, employees, representatives, agents or contractors.

## 4. LIMITATION OF LIABILITY:

- (a) Licensee acknowledges that each of ANSI and the Owners' obligations and liabilities with respect to the Products are exhaustively defined in this Agreement. Licensee is responsible for the consequences of any use of any of the Products (whether or not such use was consistent with the license granted hereunder) created therefrom. Whether or not ANSI or the relevant Owner has been advised of their possibility, neither ANSI nor the Owner nor any of its representatives or agents, directors, officers, employees, agents, representatives or members, shall be liable, whether under contract, tort (including negligence) or otherwise, for any indirect, special, punitive, incidental or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, that may be suffered by Licensee or any of Licensee's directors, officers, employees, agents, representatives or contractors or any third party.
- (b) If at any time an allegation of infringement of any rights of any third party is made, or in ANSI or the relevant Owner's opinion is likely to be made, with respect to any of the Products, ANSI may, at its option and at its own expense (i) obtain for Licensee the right to continue using the Product(s), (ii) modify or replace the Product(s) or any portion thereof so as to avoid any such claim of infringements, or (iii) refund to Licensee the purchase price in return for Licensee ceasing to use such Product(s). ANSI shall have no liability to Licensee if any claim of infringement would have been avoided except for Licensee's refusal to use any modified or replacement Product(s) supplied or offered to be supplied pursuant to this Section 4(b) or to otherwise cease using the Product(s). Notwithstanding anything contained in this Agreement, and except as set forth in this Section 4(b) hereof, ANSI and/or the Owner's liability to Licensee for damages pursuant to this Section 4(b), if any, shall not exceed the amounts of the purchase price paid by Licensee for the Product(s) subject to any such claim.
- (c) Section 4(b) states the entire liability of ANSI and the relevant Owner with respect to the infringement or alleged infringement of any third party rights of any kind whatsoever by any of the Products.
- 5. TERMINATION: Licensee may terminate this Agreement for any reason or at any time. In the event of voluntary termination, Licensee will be entitled to a refund of any unexpended portion of the deposit remaining at the time of termination. This Agreement may be terminated by either party in the event of any breach of the terms of this Agreement. Upon any termination of this Agreement, Licensee, and all of its Employees, shall immediately discontinue the use of the Product(s) and shall, within ten (10) days of such termination, either return files(s) on diskette(s), if any, to ANSI or certify in writing to ANSI that the Product(s) has/have been deleted from Licensee's, and all of its Employee's, computers and is eliminated from Licensee's premises.
- 6. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York without reference to its conflict of laws provisions. Licensee consents to jurisdiction in the state and federal courts sitting in the City and State of New York.
- 7. MISCELLANEOUS: This Agreement constitutes the complete and exclusive agreement between ANSI and Licensee with respect to the subject matter hereof, and supercedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. Licensee expressly understands and agrees that the terms and conditions herein supercede and cancel any of the terms and conditions contained or reflected in your company's purchase order. This Agreement may not be modified except in writing duly signed by an authorized representative of ANSI and Licensee. If any provision of this

Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances, or (ii) of the remaining provisions hereof under all circumstances. Headings shall not be considered in interpreting the Agreement.

**8. EXPORT:** Licensee and its Employees may not load or export or re-export any of the Product(s) or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations.

## BY SIGNING THIS AGREEMENT AND ACCESSING ONE OR MORE OF THE PRODUCTS, LICENSEE ACKNOWLEDGES THAT IT HAS READ THE TERMS OF THIS DEPOSIT LICENSE AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS.

Name of Organization (Licensee):		
Address:		
Authorized Signature:	Date:	
Print Name and Title of Authorized Signatory:		
Licensee's Designated Contact:		
Contact E-mail:		
Contact Telephone:		

Please send the signed copy of this agreement and your advance deposit payment to:

American National Standards Institute Attention: Jessie Perez 25 West 43<sup>rd</sup> Street New York, New York 10036