

**BNA LICENSE AGREEMENT  
ACADEMIC CUSTOMERS**

This License Agreement is between THE BUREAU OF NATIONAL AFFAIRS, INC., 1801 S. Bell Street, Arlington, VA 22202, and/or a wholly owned subsidiary of BNA including TAX MANAGEMENT INC., and BNA INTERNATIONAL, INC., referred to collectively as "BNA," and "Customer." This License Agreement shall apply to Customer's and each User's access to and/or use of any BNA electronic product.

Access to and/or any use of the Licensed Products will constitute acceptance of all terms and conditions contained herein. This License Agreement incorporates by reference all applicable Order Forms. For purposes of this Agreement, "Order Form" shall mean any agreement, invoice, purchase order, or subscription confirmation detailing the terms of Customer's subscription to one or more Licensed Product(s). If you do not agree with the terms and conditions stated herein, immediately contact BNA to discontinue access (Customer Relations, telephone: 1-800-372-1033, e-mail: [customer@bna.com](mailto:customer@bna.com)). Renewal of any Subscription for any Licensed Product following any changes to this License Agreement will constitute acceptance of those changes.

1. **License.** BNA grants to Customer and each User a non-exclusive, non-transferable, limited right to access and use the Licensed Products in accordance with this License Agreement. Customer is solely responsible for selecting, purchasing, installing and maintaining the hardware, equipment, and other software necessary to use the Licensed Products, and for access and similar charges incurred under third party information provider subscription agreements (e.g., Westlaw®, LexisNexis™).

2. **Customer.** A. The term "Customer" shall include all Users authorized to have access to the Licensed Products. The terms and conditions of this Agreement shall apply to each such User. Customer will exercise reasonable good faith efforts to inform Users of restrictions on the use of Licensed Products; however, Customer shall not be liable for actions of individual Users. In the case of an unauthorized use of the Licensed Products, if requested by BNA, Customer will identify to BNA, in writing, the names and addresses of each such User. BNA agrees to maintain the confidentiality of any data supplied and any data relating to the usage of the Licensed Products by Customer and its Users. Such data may be used solely for purposes directly related to the Licensed Products and information relating to the identity of specific users and/or used shall not be provided to any third party.

b. The term "Users" shall include full-time and part time, current, or visiting members of the faculty, library staff, law school staff, and currently enrolled students, who are permitted to access the Customer's secure computer network system ("Network"), regardless of physical location of such person(s). Authorized Users shall also include other persons, e.g., walk-ins, who are permitted to use the Customer's library and access the Network from computer terminals located on the library premises. If Customer is unable to limit access to Users (e.g., if its Network is integrated with the university's network), it will take any steps necessary to minimize the risk of unauthorized access.

c. Customer shall notify all Users of the terms of this License Agreement through either a "Click-Through" license that appears online each time the Licensed Products are accessed, or other means that will notify Users that use is subject to the terms of this Agreement.

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.

3. **Payment.** At the beginning of the Subscription Term, BNA will send an invoice to Customer to one designated billing address. If Customer upgrades a Subscription (e.g., increases the number of maximum authorized Users), BNA will invoice Customer for additional Subscription Fees at the prices in effect at the time of the change, on a pro rated basis over the remainder of the current Subscription Term.

a. Within sixty (60) days after agreeing to a new Subscription, Customer must notify BNA of any existing BNA subscription that needs to be cancelled as a result of the new Subscription. If Customer gives timely notice, BNA will apply any payments made by Customer on the unfulfilled portion of the existing Subscription to amounts owed for the new Subscription.

b. All Subscription Fees listed on the Order Form are exclusive of any taxes and charges for replication, telecommunication, software, hardware, and other equipment. BNA is required by law to collect all state and local sales, use, and similar taxes that apply to a Customer's purchase. Unless the Customer provides BNA with a valid, complete, and signed tax exemption certificate applicable to the Licensed Product's ship-to locations, Customer is responsible for paying sales and all other taxes associated with the order. If applicable, a separate charge for these taxes will be shown on the invoice. Customer agrees to promptly pay such invoice.

c. All payments are due to BNA within thirty (30) days after the invoice date. After thirty (30) days, BNA will assess interest on all amounts reflected in the invoice at a rate of 1% per month. BNA may also immediately terminate access to the Licensed Products by Customer and Users without further notice if BNA does not receive payment or written notice of a payment dispute within sixty (60) days after the invoice date.

4. **Renewals.** BNA reserves the right to revise its prices for renewal Subscriptions at any time and without notice, except as agreed to in the payment schedule on the attached Renewal Order Form. Customer's payment of any renewal invoice will constitute acceptance of the renewal price and the renewed Subscription, which will continue to be otherwise governed by this License Agreement (including any applicable Order Form). The conditions of payment described in section 3 shall apply to all payments of renewal invoices.

5. **Copyright.** The Licensed Products contain proprietary Content and/or Software of BNA that is protected by copyright and other laws respecting proprietary rights. The Licensed Products also may contain similarly protected licensed proprietary material of third party licensors. BNA and its licensors retain all rights in the Licensed Products, including (without limitation) all copyright and other proprietary rights worldwide in all media. Customer and Users may not use the Licensed Products except as expressly permitted under this Agreement, the Copyright Guidelines ([www.bna.com/corp/copyright.htm](http://www.bna.com/corp/copyright.htm)), and under U.S. copyright laws. Customer is responsible for making Users aware of the Copyright Guidelines. BNA reserves the right to revise the BNA Copyright Guidelines at any time. Nothing in this License Agreement is intended to limit in any way whatsoever Customer's or User's rights under the Fair Use provisions of the United States to use the Licensed Products

6. **Use of the Licensed Products.**

a. Authorized end users may access the Licensed Products for their individual or personal use as permitted by the Copyright

Guidelines ([www.bna.com/corp/copyright.htm](http://www.bna.com/corp/copyright.htm)). Customer may not use the Licensed Products for commercial purposes, including, but not limited to, the sale of the Licensed Products or bulk reproduction or distribution of the Licensed Products in any form. Unless otherwise authorized in writing by BNA or appropriate licensor, any routine or systematic distribution of any portion of the Licensed Products is strictly prohibited. The rights granted here do not include any rights to reproduce in its entirety any portion of the Licensed Products or materials contained therein. No part of the Licensed Products may be duplicated in any medium or format beyond the express terms of this Agreement without prior written authorization from BNA, (e-mail: [permissions@bna.com](mailto:permissions@bna.com)). Any use not authorized by the Agreement is prohibited.

b. Unless otherwise authorized in writing by BNA, Customer may not and may not permit others to: reproduce, create derivative works from, perform, publish, transmit, distribute, sell (or participate in any sale), or otherwise access, use, or exploit any material retrieved from or contained in the Licensed Products in any manner whatsoever that may infringe any copyright or proprietary interest of BNA or any Licensors; store any content from the Licensed Products in any information storage and retrieval system; distribute the information contained in the Licensed Products to any Person who is not duly authorized to use or receive the Licensed Products; distribute, rent, sublicense, lease, transfer or assign the Licensed Products or this License Agreement; decompile, disassemble, or otherwise reverse-engineer the Licensed Products, or alter, translate, modify, or adapt the Licensed Products to create derivative works; make use of "framing" or other means of redirecting content; copy and redistribute (internally or externally) any tables of contents, highlights, indexes, or other finding aids included in the Licensed Products.

c. Customer is expressly prohibited from placing or installing any portion of the Licensed Products on any electronic media, including, but not limited to, local or wide area networks, timesharing services, multiple processing units, multiple site arrangements, service or software rental bureaus, list servers, online services, electronic bulletin boards or forums, Web sites, or any other server that is Internet-enabled, without written authorization by BNA.

d. Customer and each User acknowledge that the Licensed Products (and the licensed materials contained therein) are highly proprietary in nature and that unauthorized copying, transfer or use may cause BNA or its licensors irreparable injury that cannot be adequately compensated for by means of monetary damages. Customer and each User agree that BNA may enforce any breach of this License Agreement by Customer or any User by means of equitable relief (including, but not limited to, injunctive relief) in addition to any other available rights and remedies.

e. Notwithstanding the foregoing, the Licensed Products may be used for purposes of research, education or other non-commercial use as follows:

Display. Customer and Users shall have the right to electronically display the Licensed Products.

Digitally Copy. Customer and Users may download and digitally copy the Licensed Products as permitted under section 6. of this Agreement.

Print Copy. Customer and Users may print the Licensed Products as permitted under section 6. of this Agreement.

Recover Copying Costs. Customer may charge a reasonable fee to cover costs of copying or printing portions of Licensed Products for Users.

Archival/Backup Copy. Customer may create one (1) print copy of the entire set of Licensed Products for the sole purpose of maintaining an archival copy of the Licensed Products.

Course Packs. Customer and Authorized Users may use a reasonable portion of the Licensed Products in the preparation of Course Packs.

Electronic Reserve. Customer and Users may use a reasonable portion of the Licensed Products for use in connection with specific courses of instruction offered by Customer.

Electronic Links. Customer may provide electronic links to the Licensed Products from Customer's web page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Products to Users.

Caching. Customer and Users may make such local digital copies of the Licensed Products as are necessary to ensure efficient use by Authorized Users by appropriate browser or other software.

Scholarly Sharing. On an occasional basis, Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Products for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale, broad distribution, or on a routine or systematic basis. In addition, Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Products in the User's own scientific, scholarly and educational works.

Interlibrary Loan. Customer may fulfill requests from other institutions, a practice commonly called Interlibrary Loan. Customer agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC § 108, "Limitations on exclusive rights: Reproduction by libraries and archives") and clause 3 of the Guidelines for the Proviso of Subsection 108(g)(2) prepared by the National Commission on New Technological Uses of Copyright Works. Customer agrees to provide the copy in print form and not electronically.

Availability of Licensed Products. BNA shall use reasonable efforts to provide continuous service, except for down-time due to maintenance. Scheduled down-time will be performed at a time to minimize inconvenience to Customer and its Users.

**7. Disclaimer of Professional Advice.** The information provided through the Licensed Products is not a substitute for legal and other professional advice. Customer and/or each User should always consult his or her own legal or other professional advisors for legal or other professional advice.

#### **8. Limitation of Liability.**

a. WHILE BNA AND ITS LICENSORS ATTEMPT TO INCLUDE ACCURATE AND COMPLETE CONTENT IN THE LICENSED PRODUCTS AND ERROR-FREE SOFTWARE, OCCASIONAL ERRORS OR OMISSIONS MAY OCCUR IN THE LICENSED PRODUCTS. BNA WILL MAKE REASONABLE EFFORTS TO CORRECT THESE ERRORS OR OMISSIONS OR CAUSE THE APPROPRIATE LICENSOR TO CORRECT THESE ERRORS OR OMISSIONS. NEVERTHELESS, NEITHER BNA NOR SUCH OTHER PARTIES CAN MAKE ANY REPRESENTATION REGARDING THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED OR THE ERROR-FREE NATURE OF THE SOFTWARE PROVIDED. EXCEPT AS

SPECIFICALLY PROVIDED IN THIS LICENSE AGREEMENT, THE LICENSED PRODUCTS ARE PROVIDED TO THE CUSTOMER AND USERS "AS IS." BNA, ITS LICENSORS, AND SUPPLIERS OF CONTENT AND SOFTWARE FOR THE LICENSED PRODUCTS MAKE NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED. BNA, ITS LICENSORS, AND SUPPLIERS OF CONTENT AND SOFTWARE FOR THE LICENSED PRODUCTS DO NOT WARRANT THE ACCURACY, COMPLETENESS, PERFORMANCE, CURRENCY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED PRODUCTS OR THE INFORMATION THEY CONTAIN OR THE METHOD OF DELIVERING THAT INFORMATION TO USERS.

BNA, ITS LICENSORS, AND SUPPLIERS OF CONTENT AND SOFTWARE FOR THE LICENSED PRODUCTS DISCLAIM ALL RESPONSIBILITY FOR ANY LOSS OR CLAIM OF ANY KIND RESULTING FROM, ARISING OUT OF, OR ANY WAY RELATED TO (A) ERRORS IN OR OMISSIONS FROM ANY LICENSED PRODUCT AND ITS CONTENT, INCLUDING TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) ANY THIRD PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH HOT LINKS IN ANY LICENSED PRODUCT, (C) THE UNAVAILABILITY OF ANY LICENSED PRODUCT, (D) ANY USE OF ANY LICENSED PRODUCT, (E) ANY USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH ANY LICENSED PRODUCT, OR (F) ANY RELIANCE ON THE INFORMATION CONTAINED IN THE LICENSED PRODUCTS OR IN ANY CUSTOMER SUPPORT INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. IN NO EVENT SHALL BNA OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO ANY USER, ANY CUSTOMER, OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL IN ANY WAY ARISING FROM OR RELATING TO THIS LICENSE AGREEMENT OR RESULTING FROM THE USE OF OR INABILITY TO USE ANY LICENSED PRODUCT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS UNDER THIS LICENSE AGREEMENT, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF SUCH USER, CUSTOMER, OR OTHER PERSON HAS BEEN NOTIFIED OF THE POSSIBILITY OF LIKELIHOOD OF SUCH DAMAGES OCCURRING. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ALL CUSTOMERS OR THEIR RESPECTIVE USERS.

c. IF THE FOREGOING LIMITATIONS ARE HELD TO BE UNENFORCEABLE, BNA'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT TO CUSTOMER, ANY USER, OR ANY OTHER PERSON SHALL IN ANY EVENT NOT EXCEED THE AMOUNT OF SUBSCRIPTION FEES PAID BY CUSTOMER FOR ANY LICENSED PRODUCT PURSUANT TO ANY APPLICABLE ORDER FORM.

#### 9. Subscription Term and Termination.

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 or written notice of payment dispute 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; or (d) 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.

10. **Discontinuation of Publication.** Occasionally BNA may discontinue a publication, or add/delete specific publications from a package of combined publications. Customers who have individual subscriptions to the discontinued publication (i.e., do not subscribe to a package of publications) will be offered a comparable publication, if available. If no comparable publication is available, or if Customer chooses not to accept the offer of a comparable publication, BNA will provide, at its option, either a pro rata credit against subsequent Subscription Fees, or a pro rata refund of the unused portion of the Subscription Fees paid for such discontinued publication. BNA also may occasionally change, suspend, or discontinue an aspect of the Licensed Products at any time, including the availability of any feature, database, or content. In such case, BNA will use reasonable efforts to notify Customer of such changes. If BNA discontinues a feature that results in a material and detrimental change in nature of the Product, Customer may terminate the subscription and receive a pro rata refund.

11. **CD-ROM disks.** To prevent inadvertent reliance on outdated information, each BNA CD-ROM is rendered inoperable after a certain period which may vary depending on the particular Licensed Product. Customer will receive appropriate updates according to the Licensed Product's publication schedule through the Subscription Term.

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.

#### 13. Miscellaneous Provisions.

a. Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

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 the law of the Commonwealth of Virginia 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.

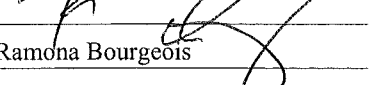
h. Amendment and Assignment. Neither this License Agreement nor any Order Form shall be changed, modified or amended except by a writing signed by a duly authorized officer of BNA and the Customer. No Customer may assign this License Agreement or any rights or obligations created under this License Agreement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

i. Headings and Cross-References. The headings in this License Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. All references to Sections or headings shall be deemed references to such parts of this License Agreement, unless the context shall otherwise require.

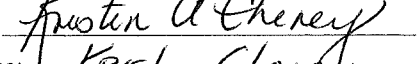
Rev 5/09: 1, 2a, 2b, 3c, 4, 5, 6a, 6d, 6e, 8c, 8d, 8e, 9a, 11, 13

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the subscription start date.

THE BUREAU OF NATIONAL AFFAIRS, INC.

By:   
Name: Ramona Bourgeois  
Title: Manager, Contracts Administration  
Date: May 13, 2009

SEATTLE UNIVERSITY LAW LIBRARY

By:   
Name: Kerstin Cheney  
Title: Assoc. Dean Library Ed. Tech.  
Date: May 15, 2009