

Terms and Conditions for Lucien™ Service

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Internal Business Use Only

The Service is made available for use only by the Subscriber and its employees and agents patrons, in the case of a public institution such as a library, its patrons (“Users”). The Service is not intended for, and access may not be provided by Subscriber to, the general public through the Internet. Furthermore, the Subscriber may not use, and will cause its Users to refrain from using, the Service in any manner that either directly or indirectly violates any laws or proprietary rights.

Installation of Script

Promptly after Subscriber’s purchase of the Service, Jaunter will install its proprietary JavaScript code (the “Script”) into the Subscriber’s online catalog, provided that Subscriber shall provide Jaunter with reasonable access and assistance in such installation and shall not be responsible for any failure or delay in such installation due to the failure of the Subscriber to provide such access and assistance. Alternately, at Subscriber’s election Jaunter will provide the Script to Subscriber for incorporation by Subscriber, in which event Jaunter shall have no responsibility for any inability, failure or delay in installation of the Script.

Payment of Fees

Prior to the implementation or delivery by Jaunter of the Script, Subscriber will pay to Jaunter the then-current set-up fee generally charged by Jaunter at such time. Thereafter, Licensee shall pay to Jaunter or its written designee the then-current annual fee charged by Jaunter.

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Indemnification

Subscriber hereby agree to indemnify, defend and hold Jaunter, its licensors and vendors, and their respective officers, directors, agents, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs (including, without limitation, reasonable attorneys' fees) incurred by the Indemnified Parties in connection with any claim arising out of Subscriber's or any User's use of the Service. Subscriber shall cooperate as fully as reasonably required in the defense of any claim. Jaunter reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Subscriber.

Term and Termination

Either party may terminate the subscription for the Service at any time, with or without cause, by providing written notice to the other party. Upon termination of the Service for any reason, Subscriber shall promptly remove the Script from its systems and delete all copies in its possession. In the event that Jaunter terminates the subscription for the Service without cause or Subscriber terminates the Service as described under "Amendment of Terms and Conditions" below, Jaunter will promptly refund to Subscriber any subscription fees pre-paid for periods following the effective date of such termination. Subscriber shall not otherwise be entitled to any refunds of amounts paid hereunder.

Amendment of Terms and Conditions

Jaunter may amend these Terms and Conditions and impose new or different terms and conditions upon Subscriber's continued use of the Service. Such amendments and/or additions shall be effective thirty days after notice to Subscriber, which may be given by means including but not limited to posting on Jaunter's internet website, electronic mail, or any means by which Subscriber obtains actual knowledge. In the event that Subscriber does not wish to continue to receive the Service on such amended or new terms and conditions, Subscriber may terminate its subscription to the Service by providing written notice to Jaunter prior to the date such modifications or new terms and conditions become effective and receive a refund of any subscription fees pre-paid for periods following the effective date of such termination. Continued use of the Service after the effective date of any such modifications or new terms and conditions shall constitute acceptance thereof by Subscriber.

General Provisions

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the conflict of laws. Any dispute arising from these Terms and Conditions shall be adjudicated in the federal or state courts located in Illinois. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, the remainder of these Terms and Conditions will continue in full force and effect. These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by Jaunter.