

CRN Directory On-Line

License Agreement

This License Agreement (this "Agreement") by and between the individual, company, organization or other legal entity on whose behalf this Agreement is accepted (hereinafter "Subscriber"), as identified under "Customer Information" in the online subscription form completed pursuant hereto (the "Registration Materials"), and **Community Resource Network**, an Illinois non-profit corporation (hereafter CRN).

By clicking the "PROCEED TO CHECKOUT" button below, or otherwise requesting and using the Service, you agree as Subscriber or agree on behalf of Subscriber both to be bound by the terms of this Agreement and to become a party of it. If you do not agree to the terms of this Agreement, you must not request, download or use the Service.

Whereas, CRN has developed an on-line database of information, regarding health and human services agencies in northeastern Illinois and northwestern Indiana, including the counties of Cook, DuPage, Lake, McHenry, Will and parts of Grundy and De Kalb, known as the Directory of Health and Human Services in Metropolitan Chicago (hereafter "**CRN Directory On-Line**") and

Whereas, the CRN Directory On-Line service and the functions, facilities, and services related thereto ("Service") is a subscription service within a proprietary World Wide Web site operated and maintained by CRN at the URL: www.communityresourcenetwork.org

Whereas, CRN and its licensors own all proprietary rights and intellectual property (including, without limitation, all copyright) in and to the CRN Directory On-Line, the database, software and tools related thereto, and other intellectual property associated with the Service; and

Whereas, Subscriber wishes to make use of the Service;

Now therefore, in consideration of the above and the terms and covenants set forth below, the parties stipulate and agree as follows:

1. LICENSE OF CRN DIRECTORY ON-LINE

CRN grants to Subscriber, and Subscriber hereby accepts, a limited, non-transferable and non-exclusive license during the term of this Agreement to use the CRN Directory On-Line through the Service for searching and retrieval of data elements for information and referral purposes and for no other purposes without the prior written consent of CRN. The foregoing license permits the Subscriber (and its Users) (i) to view the information in the CRN Directory On-Line, conduct queries of the CRN Directory On-Line, and utilize the software tools incorporated into the CRN Directory On-Line, and (ii) print hard copies or electronic copies and/or transmit to third parties, or publish to the general public, individual CRN Directory On-Line entries and any data which does not compromise a significant portion of the CRN Directory On-Line, provided that such transmissions and publication is not undertaken on a systematic basis and does not involve the systematic reproduction or storage of a significant portion of the Directory Database. All other rights in and to the CRN Directory On-Line are retained by CRN.

2. ADDITIONAL TERMS AND CONDITIONS OF LICENSE

a) As used in this Agreement, the terms "you", "your" and "Subscriber" refer to the individual, company, organization or other legal entity on whose behalf this Agreement is accepted.

b) Any changes or improvements to the CRN Directory On-Line's architecture, functionality, programming or content (or the Service generally) suggested by Subscriber or any User to CRN shall be the property of CRN. Subscriber may not alter, modify or otherwise vary the CRN Directory On-Line without prior written consent of CRN.

c) Subscriber may not remove, alter or modify any copyright or other proprietary notices of CRN contained in any copies of the content of the CRN Directory On-Line made under the terms of the license granted to in this Agree-

ment.

d) THE CRN DIRECTORY ON-LINE AND SERVICE IS MADE AVAILABLE ON AN "AS IS" BASIS. CRN MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF ACCURACY, COMPLETENESS, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CRN HAS MADE GOOD FAITH EFFORTS TO ASSURE THE ACCURACY AND COMPLETENESS OF THE CONTENTS OF THE CRN DIRECTORY ON-LINE, BUT ALL USE IS AT THE USER'S OWN RISK AND CRN SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR EXPENSES OF ANY TYPE, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS, OR OTHERS AS A RESULT OF ERRORS OR OMISSIONS IN THE DATA. CRN SHALL NOT BE RESPONSIBLE FOR INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGE RELATING TO, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE.

e) Subscriber shall at all times comply with all applicable laws, rules and regulations with respect to its use of the Service, including without limitation laws governing the exportation and re-exportation of technology.

f) Subscriber assumes responsibility for the internet access to the Service. CRN assumes no responsibility for the operating environment in which the Service is to function.

g) Subscriber agrees to indemnify and hold CRN harmless from any cost or expense (including reasonable attorney's fees) arising out of any claim, action, liability, cause of action or suit brought or made against CRN by Subscriber or any third party in any way related to subscriber's use of the CRN Directory On-Line or the Service.

h) The information and materials made available by CRN in connection with the Service, including the CRN Directory On-Line, are protected by law, including but not limited to United States Copyright Law and international treaties. CRN reserves, on behalf of CRN and its licensors, all rights not expressly granted to Subscriber in this Agreement and all right, title, and interest (including all copyrights and other intellectual property rights) in the CRN Directory On-Line and any functionality and tools contained therein. In addition, Subscriber acknowledges that the aggregated information contained in the CRN Directory On-Line, as well as all components, software and tools made available through the Service constitutes the "Confidential Information" of CRN, except to the extent it is or becomes a part of the public domain through no act or omission of Subscriber or its Users. Subscriber will not (except as specifically authorized in this Agreement), during the term of this Agreement or thereafter, publish, reproduce, disclose, publicly display, distribute, transmit, sell, rent, lease, loan, publish or release any such Confidential Information, in whole or in part, to any third party without the prior written consent of CRN or being required to do so by a court of competent jurisdiction.

i) CRN has no control over the content of the World Wide Web sites or other content that may be access from the CRN web site through hypertext links ("Linked Sites"), and is not responsible for their content. Any Linked Sites are provided for your convenience only and you access them at your own risk.

3. USER NAME AND PASSWORD

a) A "User" is (i) Subscriber, if Subscriber is a natural person, or (ii) employees and personnel (and in the case of a Subscriber which is a library or other public institution, patrons) of Subscriber authorized by Subscriber to access the Service if Subscriber is a corporation, organization or other entity aside from a natural person.

b) To the extent that Subscriber is not a natural person, Subscriber agrees to assign one contact person in its organization to administer the user identification assigned by CRN (the "User ID") and associated password (the "Password") for Subscriber. Any User may access the database from any computer at any location with internet access. However, the number of Users logged in at the same time will be limited to the number of Users identified in the Registration Materials and for which the applicable subscription fee has been paid.

c) CRN may elect to issue a separate User IDs and Password for each User of a Subscriber with multiple Users rather than a single User ID and Password for a Subscriber. In such event, no other personnel of Subscriber shall use a User ID and Password other than the assigned User.

d) If Subscriber is not a natural person, Subscriber agrees to obtain, for the benefit of CRN, the agreement to the terms and conditions of this Agreement by all Users of Subscriber and to be responsible for the full compliance with the terms and conditions of this Agreement by all such Users. Subscriber is responsible for undertaking reasonable measures to prevent use of the Service by its Users in a manner that breaches the restrictions set forth in this Agreement.

e) Subscriber (and, as applicable, its Users) is solely responsible for maintaining the confidentiality of its Password, and for all use, whether authorized or unauthorized, of the Service under its User ID and Password. CRN shall have no obligation with regard thereto. If the Subscriber has subscribed on behalf of a library or other public institution, an employee of Subscriber shall personally access the Subscription prior to permitting access thereto by the patron, without disclosing the Subscriber's Password to the patron.

f) Subscribers must promptly inform CRN if they suspect any breach of security, such as loss, theft, or unauthorized disclosure or use of any User ID, Password, or credit card number used in connection with the Service. Until CRN is properly notified of a breach of security by e-mail notice to tbarillas@communityresourcenetwork.org or by telephone at (312) 491-7810, the Subscriber will remain responsible for any unauthorized use of the Service occurring under the Subscriber's User ID and Password. Liability for unauthorized use of Subscriber's credit card is subject to your agreement with Subscriber's credit card company.

g) **REMEMBER YOUR USER NAME AND PASSWORD!** If you forget either of them, CRN may disclose them to you under security procedures determined by CRN, which may result in substantial delays in your ability to access the Service.

4. PAYMENT

Subscriber agrees to pay CRN the annual subscription fee identified in the Registration Materials for the number of Users identified in the Registration Materials to use the CRN Directory Online. Password and User ID(s) will be issued via e-mail upon confirmation of payment for the term of this Agreement.

5. TERM

The term of this Agreement shall commence upon the date of the e-mailed confirmation and issuance of Password and User ID (the "Effective Date") and shall continue in force for a period of one year unless extended or earlier terminated by mutual agreement, or terminated pursuant to the terms of this Agreement. Subscriber may renew the Agreement by executing a renewal form provided by CRN (either online or in writing) and paying the then-current annual subscription fee for the Service; provided that CRN reserves the right to accept or decline any renewal. Any renewal accepted by CRN shall not be effective until payment is received and shall continue until the next anniversary of the Effective Date.

6. TERMINATION

a) Upon default by Subscriber of any of the terms of this Agreement CRN may immediately terminate this Agreement and then give written notice of termination to the Subscriber. Failure to renew this agreement at the end of the term as described in this Agreement will constitute termination by the Subscriber. Upon termination of this agreement, all associated User ID(s) and Password(s) will be deactivated. Paragraphs 2, 4, 6, 7 and 8 shall survive termination or expiration of this Agreement.

b) Subscriber may terminate the agreement by notifying CRN, in writing, either by e-mail to tbarillas@communityresourcenetwork.org or regular mail to: Community Resource Network, 213 North Racine Avenue Suite 100 Chicago, IL 60607 Subscription fees however, are not refundable.

c) CRN may at any time, without notice or liability, change or eliminate any content or feature of the Service, or restrict the use of any portion of the Service, including limiting the time of its availability, the amount of use permitted, or the persons who are permitted to use it. Without limitation to the foregoing, CRN may periodically update or enhance the data and software tools will be incorporated from time to time into the CRN Directory On-Line and may decline to offer subscription to some or all such data or tools for subscription. Subscriber's only right with respect to any dissatisfaction with any service related change or elimination is to terminate this Agreement and discontinue use of the Service by delivering proper notice to CRN in accordance with the instructions provided in paragraph b) above.

7. SUBSCRIBER REPRESENTATIONS

Subscriber hereby represents and warrants that the information provided in the Registration Materials is accurate and complete in all respects. Without limitation to the foregoing, if Subscriber has identified itself as a nonprofit organization, then Subscriber represents that Subscriber is an academic, non-profit or government institution.

The person e-signing this Agreement on behalf of Subscriber as set forth in the second paragraph of this Agreement hereby represents and warrants that he or she is duly authorized to execute and deliver this Agreement of behalf of Sub-

scriber.

8. MISCELLANEOUS

a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict of law provisions. If any provision of this Agreement, or the application hereof, is found invalid or unenforceable by a court, governmental agency or administrative body of competent jurisdiction in a particular territory, then that provision will be amended for purposes of that territory only as required to be valid and enforceable to the fullest extent possible in that territory while still achieving as nearly as possible the same economic, legal and contractual effect as the original provision in that territory and the remainder of this Agreement will remain in full force and effect. Paragraph headings are provided for convenience and will not affect the construction of this Agreement. Subscriber hereby consents to exclusive jurisdiction and venue in the federal courts and state courts sitting in Cook County, Illinois, U.S.A.

b) Subscriber acknowledges and agrees that money damages would be an inadequate remedy for its breach of this Agreement, because of the difficulty of ascertaining the amount of damages that would be suffered by CRN in connection therewith. Therefore, Subscriber agrees that CRN shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available to CRN at law or in equity.

c) If Subscriber is subscribing to the CRN Directory On-Line on behalf of any part of the United States Government, the following provisions apply. The CRN Directory On-Line and all related materials are deemed to be "commercial software" and any documentation provided with respect to the CRN Directory On-Line is deemed to be "commercial computer software documentation" pursuant to DFAR Section 227.7202 and FAR 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the CRN Directory On-Line or related materials by the U.S. Government or any of its agencies shall be governed solely by the terms of the Agreement and shall be prohibited except to the extent expressly permitted by the terms of the Agreement. If Subscriber is a U.S. State or an agency or instrumentality thereof, Subscriber acknowledges that its use, accessing, searching, downloading, and saving of materials included in the CRN Directory On-Line are governed by, and subject to, this Agreement and waives all defences of sovereign immunity against the enforcement of this Agreement against Subscriber.

d) This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a document executed (either online or in writing) by both a person authorized to sign on behalf of Subscriber and duly authorized officers of CRN. No delay or omission by either party hereto to exercise any right or power occurring upon any non-compliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained.

e) This Agreement cannot be assigned by Subscriber without the prior written consent of CRN. CRN may assign its rights hereunder. This Agreement shall be binding upon the successors and assigns of both parties.

I have read and understood this agreement and hereby express my assent to the above terms and conditions.