

IEEE COMPUTER SOCIETY ONLINE PRODUCTS AGREEMENT

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(1) *Material Breach*. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured thirty (30) days after the non-breaching party gives the breaching party written notice of such breach.

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(3) *Insolvency*. Either party may terminate this Agreement in the event that the other party becomes insolvent or bankrupt; becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law; has a receiver or manager appointed; makes an assignment for the benefit of creditors; or takes the benefit of any applicable law or statute in force for the winding up or liquidation of such party's business.

(c) Events Upon Termination. Upon termination of this Agreement, Licensee shall make reasonable efforts to delete all electronic copies of Articles that are in its possession or control. Licensee may continue to use print copies of Articles made in accordance with the terms and conditions herein during the term of this Agreement, provided that Section 3(c) shall continue to govern use of such materials.

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(c) Notice. Notices given under this Agreement shall be in writing and may be delivered by hand or sent by internationally-recognized courier service, e-mail or fax to the physical address, e-mail address or facsimile number for each party set forth on the first page of this Agreement. Any such notice shall be deemed successfully given: (1) if delivered personally, at the time of delivery; (2) in the case of an internationally-recognized courier service, on the date of delivery confirmation; or (3) in the case of e-mail or facsimile, at the time of successful transmission.

(d) Assignment. Licensee may not assign this Agreement, or sublicense, assign or delegate any right or obligation hereunder, by operation of law or otherwise, without the prior written consent of IEEE.

(e) Entire Agreement. This Agreement, including all annexes, exhibits and schedules, contains the final and entire agreement of the parties on the subject matter herein and supersedes all previous and contemporaneous oral or written negotiations or agreements on the subject matter herein. The Parties expressly agree that in the event of any conflict between the provisions of this Agreement and the provisions of any purchase order, procurement internet portal or any other similar non-IEEE document, the provisions of this Agreement shall control.

(f) Amendment. This Agreement may not be amended except in a writing executed by an authorized representative of each party.

(g) Severability. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability. Such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.

(h) Force Majeure. Any prevention of or delay in either party's performance hereunder due to labor disputes, acts of God, governmental restrictions, enemy or hostile governmental action, fire or other casualty or

other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

(i) Non-Waiver. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

(j) Survival. The provisions of this Agreement that should by their nature survive termination of this Agreement shall survive such termination, including, but not limited to, Sections 3(c), 4, 5(c), 6, 7, 8, 9 and 10.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth below.

**THE INSTITUTE OF ELECTRICAL AND LICENSEE
ELECTRONICS ENGINEERS, INCORPORATED,
acting through its COMPUTER SOCIETY**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**SCHEDULE A:
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 - Provide Remote Access
 - Other (please specify): _____

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