



SAE CORPORATE DIGITAL CONTENT LICENSE AGREEMENT

This AGREEMENT is made on _____ between SAE International, 400 Commonwealth Drive, Warrendale, PA 15096-0001 (“SAE” or “Licensor”), and _____ having its principal place of business at _____ (“Licensee”).

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties contained herein, it is hereby agreed as follows:

1. DEFINITIONS

(a) Authorized Sites means those locations listed in Appendix I; (b) Authorized Users means persons affiliated with Licensee and identified by authorized Internet Protocol (“IP”) address or by an assigned user ID and/or password, a list of which will be maintained by Licensee; (c) Database means an electronic archive of SAE content; (d) Licensed Products means the content of the Database and the Licensed Software; (e) Licensed Software means the software and the Graphical User Interface provided by Licensor; (f) Remote Access means access provided by Licensee via secured authentication means only to Authorized Users who are not physically present at an Authorized Site; and (g) Activation Date means the calendar date which Licensee is first given access to the Licensed Products.

2. LICENSE

- (a) Upon payment of the license fee set forth herein and/or in the accompanying invoice, and in accordance with the other terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-transferable, revocable license to use, view, download, print and link or export to another software program the Licensed Products and to provide access to the Database electronically via the Internet only to Authorized Users at Authorized Sites or via Remote Access (the “License”).
- (b) Notwithstanding any of the terms of subparagraph (a) of this section, Licensee shall not, and shall not permit any Authorized User to (i) systematically access, search and/or download, reproduce, retain or redistribute any portion of the Licensed Products; (ii) sell, re-sell, rent, lease, license, sublicense, or assign any right to use the Licensed Products; (iii) alter, modify, repackage, adapt or prepare derivative works based upon the Licensed Products; or (iv) delete or remove any copyright information or notice contained in the Licensed Products.

3. TERM & TERMINATION

- (a) This Agreement shall continue in effect for an initial term of 12 months (the “Initial Term”) from the Activation Date. The Agreement can be renewed for additional 12-month periods (each, the “Renewal Term”) upon written notice to Licensor and payment of the renewal license fee as determined by Licensor within thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.



- (b) SAE retains the right to suspend Licensee’s access to the Licensed Products in the event of a breach of Section 2(b). The suspension will remain in effect until Licensee has cured the breach, and Licensee shall not be entitled to a refund of any fees during the suspension.
- (c) Upon lapse, breach or termination of the Agreement, due to non-payment of the license fee or otherwise, the License granted herein will automatically terminate, Licensor will terminate all online access to the Licensed Products by Licensee and its Authorized Users, and Licensee will immediately cease all use of the Database and the Licensed Products.

4. WARRANTY EXCLUSIONS

THE LICENSED PRODUCTS ARE LICENSED HEREIN ON AN “AS IS” BASIS. LICENSOR MAKES NO WARRANTY TO LICENSEE, OR TO ANY AUTHORIZED USER, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF QUALITY, PERFORMANCE, COMPATABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. FEES AND COSTS

Licensee agrees that the license fee is due and owing to Licensor for the License granted herein. Licensee shall be responsible for any and all costs associated with establishing access to and use of the Licensed Products.

6. MISCELLANEOUS

- (a) Entire Agreement: This Agreement is a complete and exclusive statement of the agreement between the parties with respect to the subject matter herein.
- (b) Force Majeure: Licensee or Licensor shall not be responsible for any delay or failure in performance resulting from acts beyond its control.
- (c) Assignment: Licensee may not assign this Agreement, or sublicense, assign or delegate any right or duty hereunder without the prior written consent of Licensor.
- (d) Governing Law: This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

 By: _____
 Name: _____
 Title: _____
 Date: _____

SAE International
 By: _____
 Name: _____
 Title: _____
 Date: _____

