

# LICENSE AGREEMENT

SAGE PUBLICATIONS, LTD.

AND

Politechnika Wroclawska

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### **X. ACCESS AND USE**

Licensee and Authorised Users shall have unlimited access to the Licensed Materials, 24 hours/day, seven days/week. Notwithstanding the foregoing, SAGE reserves the right to shut down SJO without prior notice to resolve any technical issues that may arise at any time as determined in SAGE's sole and absolute discretion.

### **XI. SYSTEM REQUIREMENTS**

Licensee acknowledges that there are certain system requirements that are necessary in order to use SJO, and Licensee is financially and technically responsible for ensuring that these requirements are met. These system requirements are: (a) full access to the Internet

(TCPIP) and (b) a World Wide Web browser, either Netscape (version 6.0 or higher) or Microsoft Internet Explorer (Version 5.0 or higher). Other suitable browsers should include support for HTML 4.0, XHTML 1.0, and CSS 1 (Cascading Style-sheets). Use of the Administrative Profile Module requires support for Javascript 1.5. SAGE recommends using the most current browsers available.

## **XII. FORCE MAJEURE**

SAGE shall not be responsible for any failure to perform, or delay in performance, in whole or in part, due to unforeseen circumstances or circumstances beyond its control.

## **XIII. TERM AND TERMINATION**

This Agreement shall be in effect from January 1<sup>st</sup>, 2016 until December 31<sup>st</sup>, 2016 (the "Term").

SAGE may cancel this License with regard to Licensee if Licensee violates any of the terms and conditions set forth herein, including the Confidentiality provision in Section (VI). Thirty (30) days prior to the expiration of the Term, and upon Licensee's written request, SAGE shall deliver to Licensee the data comprising the volume years January 1<sup>st</sup>, 2016 until December 31<sup>st</sup>, 2016 of the Licensed Materials, and the use of such provided material shall be governed by the terms of this License. All information will be delivered in an electronic medium agreed to by the Parties. If Licensee has had its subscription cancelled due to breach it shall not be entitled to access the Licensed Materials or any portion thereof after such cancellation. The terms and conditions of paragraphs 2, 5, 6 and 10 shall survive termination of this license.

## **XIV. GOVERNING LAW**

This Agreement shall be governed, construed and enforced in accordance with the Laws of England and Wales. The parties agree that any claim or dispute arising out of or relating to this Agreement shall be determined by binding arbitration, before one (1) arbitrator, administered by the International Chamber of Commerce under its then current Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The place of arbitration shall be London, England. The arbitrator shall apply the substantive law of England and Wales applicable to the claims asserted. The arbitrator shall determine how the fees will be allocated between the parties and may award the prevailing party all or part of its costs and reasonable attorney fees. The arbitration award shall be final and binding on the parties and judgment upon any award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, the parties specifically reserve the right to seek provisional remedies, injunctive relief, or other equitable remedy in a court of competent jurisdiction, without waiving any right to arbitration.

## **XV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the Parties and supersedes all prior

communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

#### **XVI. AMENDMENT**

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorised representatives of all the Parties hereto.

#### **XVII. SEVERABILITY**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### **XVIII. WAIVER**

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

#### **XIX. NOTICES**

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) business days after mailing if sent by courier,. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

#### **XX. ELECTRONIC SIGNATURE AUTHORIZATION**

Licensee and SAGE agree that this transaction may be conducted by electronic means and the Parties authorize that their electronic signatures act as their legal signatures of this Agreement. This Agreement will be considered signed by a party when his/her/its electronic signature is transmitted. Such signature shall be treated in all respects as having the same effect as an original handwritten signature. A Licensee is not required to conduct this transaction by electronic means or use an electronic signature, but if he/she/it does so, then his/her/its authorization is hereby given pursuant to this Section.

#### **XXI. COUNTERPARTS**

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shall constitute one and the same instrument. If a party sends a signed copy of this Agreement via electronic means, such party, will upon request by the other party, provide an original handwritten signed copy of this Agreement. A printed version of the electronic form or counterpart of this Agreement will be admissible in judicial proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other documents originally generated and maintained in printed form.