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4.1 Licensee accepts sole responsibility for installation ("Installation") of all software and system components of the Product and for the use of the Product under the terms of this Agreement. Installation shall commence on the date specified in Appendix A; such date may be changed by the Licensee upon written notice to HarpWeek.

4.2 During the first ninety (90) days after Installation, HarpWeek will provide up to forty (40) cumulative hours of e-mail and telephone assistance. Thereafter, support is available on an hourly basis at HarpWeek's then current rates. Licensee will appoint a specified liaison (specified in Appendix A) for all communications with HarpWeek; such liaison may be changed upon written notice from Licensee.

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8. BREACH AND TERMINATION

8.1 Subject to the terms contained herein, if either party commits a material breach of any covenant or warranty under this Agreement and fails to reach an agreement with the other party regarding cure of such breach within thirty (30) days after receipt of written notice of such breach, the non-breaching party may terminate this Agreement in whole or in part.

8.2 Upon termination, Licensee shall cease using the Product and shall destroy or return to HarpWeek all copies of the Product in any form, and shall provide a certification by one of its officers that such destruction or return is complete throughout Licensee's Equipment.

9. GENERAL

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9.2 HarpWeek and Licensee are independent parties, and nothing herein shall mean that either party is a master, servant, employer, employee, principal, agent or partner of the other.

9.3 No waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach, and no waiver will be effective unless made in writing. If any provision of this Agreement is construed as illegal or otherwise unenforceable, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof, and the balance of the Agreement will continue in full force and effect.

9.4 Written notice or other communications as required in this Agreement shall be addressed to the other party at the address listed in the introductory paragraph of this Agreement and shall include all traditional means and telecopy (fax) or electronic mail (e-mail) communication to the number or address utilized by the addressee in the ordinary course. If traditional return receipt is required, an electronic return receipt or telecopy confirmation will suffice for such purpose.

9.5 The laws of the state of the Licensee shall in all respects govern the rights and liabilities of the parties. Any controversy or claim relating to this Agreement shall be submitted to non-binding mediation. Such mediation shall involve the responsible executives of the disputing parties. If not settled by mediation within ninety (90) days of receipt of notice from the aggrieved party, and the aggrieved party wishes to pursue the matter further, it shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, with an arbitrator knowledgeable in licensing electronic imaging databases to educational institutions, with all hearings located in the city of Oakland, in the state of the Licensee, with such rules modified to allow full procedure, discovery and evidence rules of the United States Federal Courts; and the arbitrator shall make written findings of fact and conclusions of law. Any judgment or award rendered by such arbitrator(s) shall be entered with a court of competent jurisdiction as a final judgment and adjudication.

9.6 The losing party will be responsible for payment of any reasonable costs and attorneys' fees incurred by the successful party in connection with the enforcement of any provision of this Agreement.

9.7 Notwithstanding the arbitration provisions in this Agreement, both parties and their suppliers will have a right of Federal or State judicial injunctive relief for violations of this Agreement resulting in irreparable harm, in addition to other remedies.

9.8 No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one (1) year after the cause of action has occurred, or was discovered to have occurred, whichever is later, except than an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

9.9 Neither party will be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of such party.

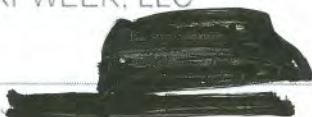
9.10 This Agreement will be binding on and inure to the benefit of the parties hereto and their successors and assigns.

9.11 The waiver or failure to act by either party regarding any breach, or the failure to enforce any of the terms and conditions of this Agreement, at any time, shall not in any way affect, limit or waive either party's rights thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

9.12 If an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Agreement.

9.13 THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND ALL ATTACHMENTS HERETO, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. FURTHER, EACH PARTY AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

HARPWEEK, LLC

By: 

3/15/99
Date

On behalf of the Regents of the University of California ("Licensee")

By: 

3/8/99
Date

HARPWEEK APPENDIX A

Licensee: The Regents of the University of California

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3. University of California, Irvine
4. University of California, Los Angeles
5. University of California, Riverside
6. University of California, San Diego
7. University of California, San Francisco
8. University of California, Santa Barbara
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10. University of California Office of the President

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Initial Installment of _____ due _____

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Installation Date: _____

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Oakland CA 94607-5200

Tel. No. [REDACTED]

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BY HARPWEEK LLC

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Date

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APPENDIX B

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I understand these rules and will observe them.