# LICENSE AGREEMENT

**Agreement Effective Date: [Date of Licensor's signature]** 

Licensor: Universitatea Danubius Galati

Address: 3 Bulevard Galati, Galati 800654 Romania Licensed Materials: Acta Universitatis Danubius. Juridica

AGREEMENT between the Licensor and the Licensee, ProQuest LLC, 789 East Eisenhower Parkway, Ann Arbor, Michigan 48108, U.S.A., and its subsidiaries and affiliates ("ProQuest"). For the purposes of this agreement, affiliates means those companies in which ProQuest or its parent company has a controlling interest.

#### I. GRANT OF RIGHTS

- A. General License Grant. The Licensor grants to ProQuest the non-exclusive worldwide rights to:
  - 1. Reproduce, transmit and distribute the Licensed Materials, in whole or in part, in any form of electronic media or transmission, whether now in existence or developed in the future, including electronic transmission for searching, displaying and printing;
  - 2. Reproduce and distribute, in whole or in part, the Licensed Materials in printed form;
  - 3. Provide its customers with the capability to request translation of selected portions of the Licensed Materials, delivered via ProOuest's products and services; and
  - 4. Extract figures, tables, illustrations and other graphical materials ("objects") and capture full captions and other metadata related to the Licensed Materials for searching, displaying and printing.
- B. <u>Sales Agents and Distributors</u>. The rights to reproduce and distribute granted in Section I(A) shall include transmission, distribution and reproduction by agents or distributors authorized by ProQuest (1) as sales representatives of ProQuest products, (2) to license or sell ProQuest's products through such party's proprietary products and services ("Product Partners"); and (3) to include the Licensed Materials as part of such party's proprietary products and services separate from any of ProQuest's products ("Content Partners").
- C. <u>Issue Coverage</u>. The rights granted herein shall cover all issues of the Licensed Materials remaining in copyright from the first unless otherwise specified.
- D. <u>Licensor's Reservation of Rights</u>. Licensor retains all rights not otherwise granted under this Agreement. Nothing in this agreement shall be construed as preventing the Licensor from its own sale of copies of the Licensed Materials, in any form.
- E. <u>Production/Master Copies</u>. For the purpose of production and archiving, ProQuest shall have the right to electronically scan and/or store the electronic images and text of the Licensed Materials (referred to collectively as "Master Copies"). ProQuest shall own the Master Copies produced under this agreement, however the right to reproduce, transmit or distribute copies of the Licensed Materials from such Master Copies shall be limited to the rights outlined in this Section I.
- F. <u>ProQuest's Reservation of Fair Use and Intellectual Property Rights</u>. ProQuest reserves the right in perpetuity to prepare bibliographic citations, abstracts, and indices, and capture objects and related references from selected portions of the Licensed Materials and to use its Master Copies to enhance discoverability of the Licensed Materials. ProQuest reserves all intellectual property rights in its products and services, including without limitation the copyright or database right existing in the selection, coordination and arrangement of bibliographic citations, abstracts, indices, objects and references contained therein.

PROQUEST LLC Page 2 of 3

### II. CONSIDERATION

In consideration of the formation of this Agreement, the parties acknowledge the sufficiency of the mutual benefits derived from and the promises granted under this Agreement. Each party shall bear its own costs in the performance of its duties or the exercise of rights granted hereunder; no further monetary consideration shall be due or owing under this Agreement.

# III. DELIVERY OF THE LICENSED MATERIALS

- A. Within thirty (30) days of the effective date of this Agreement, the Licensor agrees to begin providing ProQuest with two (2) complimentary copies of each current issue of the Licensed Materials at the time they are published or first become available. One copy of each back issue will be furnished upon ProQuest's request at no cost to ProQuest, but only if available. Upon ProQuest's request and if and when Licensor has suitable electronic versions of the Licensed Materials available, the Licensor may fulfill its complimentary copies by providing issues of the Licensed Materials in machine-readable form via electronic transmission or magnetic or optical media, subject to the protocols and procedures to be mutually agreed upon by the parties. Licensor will notify ProQuest in writing at least ninety (90) days in advance of any modification to its protocols. The costs associated with such transmission will be borne by Licensor.
- B. Updates to the Licensed Materials will be provided 12 months after they are initially publisher by the Licensor.

### IV. TERM

- A. <u>Term and Termination</u>. The initial term of this agreement shall be for five (5) years from the Agreement Effective Date and will automatically renew for successive three-year periods unless either party notifies the other of termination in writing at least one hundred eighty (180) days prior to the expiration date.
- B. <u>Rights After Termination</u>. Following termination or expiration of this agreement, ProQuest shall be allowed to complete the scanning of any volume year or edition that is in process and ProQuest shall have the right to license or to sell backfile material from its Master Copies, including the right to fulfill its obligation to customers who have purchased perpetual licenses to products containing the Licensed Materials. Backfile material means volume years or editions of the Licensed Materials for which ProQuest was granted rights during the term of this agreement. Royalty obligations shall remain in force as long as licenses are fulfilled by ProQuest.

## V. OTHER MATTERS

- A. <u>Warranty and Indemnification</u>. The Licensor represents and warrants that it has all the rights necessary to enter into and perform this agreement and that the exercise of the rights granted in Section I as contemplated hereunder will not 1) libel any third party or contain obscene material, 2) violate the copyright, trademark, trade secret or patent rights of any third party, or 3) violate the right of privacy, or publicity, or other right of any third party. The Licensor agrees to indemnify and hold ProQuest harmless against any loss, damage, claim, liability, settlement cost or expense (including attorneys' fees) incurred by ProQuest and arising out of or in connection with any breach or alleged breach of the Licensor's representations and warranties.
- B. <u>Assignment.</u> This agreement may not be assigned by either party without the prior written consent of the other, except to a purchaser or assignee of all or substantially all of the assets which are required for performance of this agreement. Notwithstanding the above, Licensor shall be responsible to its assignee or the purchaser of its rights in the Licensed Materials for any royalties remitted to Licensor until such time as Licensor has provided ProQuest with notification of assignment, sale, or other such transfer of rights.
- C. <u>Governance</u>. This agreement, and the performance under it, shall be deemed made in and construed in accordance with the laws of the State of Michigan without application of its conflict of laws provisions.
- D. <u>Force Majeure</u>. Neither the Licensor nor ProQuest shall be considered in default or liable under this agreement in cases of delays due to wars, civil riots, epidemics, acts of God, fires, strikes, government restriction or other circumstances beyond its control.
- E. <u>Confidentiality</u>. The parties shall keep the specific terms of this agreement and the content of the business discussion between the parties confidential, including information which is or should be reasonably understood to be confidential or proprietary to the discloser of the information. Notwithstanding this provision, either party may disclose relevant portions of this Agreement

PROQUEST LLC Page 3 of 3

(1) to its parent or subsidiary companies; (2) for due diligence purposes related to a prospective sale or purchase of the party's business or assets; or (3) as otherwise required by a court or regulatory agency. This confidentiality provision shall survive the termination of this agreement.

This document constitutes the entire understanding of both parties with respect to the Licensed Materials, except that it shall not affect previous permissions for individual components of the Licensed Materials nor shall it affect any backfile rights preserved under any current or prior agreements. Failure of either party to enforce any provision of this agreement shall not be construed as a waiver of such provision or of the right to enforce such provision. No waiver, amendment, or other modification shall be valid or binding unless in writing and signed by both parties.

Aut	
Licensor Signature	ProQuest LLC
Professor Negrut Vasilica, PhD	Kevin A. Norris
Editor Responsible of Acta Universitatis Danubius. Juridica	Senior Vice President, Global Content Alliances
Licensor name & title (printed)	Name & title
10.28.2010	
Date	Date

E.D.-1.18.2.9.09