



# SIPX Publisher Partner Guide

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## Version History:

1.0 Initial version: Published 10.10.13

# 1 Introduction

We work with publishers in multiple ways to provide properly licensed document access to our end-users. In all cases, we offer detailed analytics to publishers and institutions, to provide them with new information on how content is being used.

## 2 Analytics

One of SIPX's benefits is to allow you and your institutional customers to start to understand usage on course-assigned readings, where no tracking may have been available in the past. To this end, regardless of retrieval method chosen, SIPX will provide a suite of analytics to institutions and to publishers.

### 2.1 Institution Reports

Institutions can use SIPX analytics to see how their course-assigned materials contribute to their return on investment into subscriptions. They'll also see analytics for non-subscribed content to influence future purchasing decisions.

Available reports:

- JR1 (Number of Successful Full-Text Article Requests by Month and Journal)
- JR5 (Number of Successful Full-Text Article Requests by Month and Journal)
- BR2 (Number of Successful Section Requests by Month and Title)

### 2.2 Publisher Reports

Publishers will be able to use SIPX analytics to understand their royalty distributions better, view details on institutional transactions of their content, and see the same COUNTER-based metrics of their content usage that institutions do.

Available reports:

- Institutions' COUNTER-defined usage of the publisher's content
- Publisher royalty report (provided with royalty disbursement)
- SIPX transaction report, including line items for each transaction with the following details:
  - Transaction date
  - Institution
  - MOOC provider (if applicable)
  - Term details (if applicable - term name and start date)
  - Course details (number, name, start date, end date)
  - Reading citation information (when available: DOI, reading title, author, publication title, ISSN/ISBN, year, page range)
  - Licensing information (royalty price, price reason, transaction fee)

## 3 PDF Content Provision Methods

We support two methods of content provision with our service.

## 3.1 PDF Hosting

Our preferred method is to receive the publisher's definitive PDF version along with their metadata packages. In this case, SIPX will store the PDFs in our secure cloud-based service, and so will be able to provide highly predictable and stable access to properly licensed users. This also enables SIPX to allow instructors to slice larger PDFs (for example, a full book) into smaller chunks that fit their reading selection, if allowable by your pricing model.

## 3.2 PDF Retrieval

If you'd prefer not to deliver your PDF content with your metadata for SIPX storage, we also offer on-demand content retrieval. Instead of hosting your full library locally, SIPX will retrieve the content from the publisher platform only if and when it is selected for use in a course. Content access through SIPX will be available only to properly licensed users for the duration of the course plus a grace period.

To enable PDF retrieval, we will need:

- Direct, stable links to your PDF content (either by inclusion in your content metadata, or through a linking algorithm you provide). Note that these must be links directly to the content PDF files themselves, not an article landing page or embedded PDF reader experience.
- Access rights granted to SIPX on your platform. We prefer authentication via username/password credentials, but can also provide SIPX's IP-address for authentication if necessary.

# 4 Content Submission

## 4.1 Content Submission Method

SIPX supports a number of different submission methods for your content. In order of preference, these are:

- 1) FTP push - SIPX will create an FTP dropbox for you and will provide access credentials. You may push content directly into the dropbox using standard FTP delivery techniques.
- 2) FTP pull - You provide connection details to SIPX, and SIPX will periodically pull content from your FTP server.

If you'd prefer an alternate submission method, please let us know what it is and we'll evaluate it for use.

## 4.2 Supported Platform Submissions

SIPX currently supports content submissions from the following platform providers:

Atypon (NLM DTD), Bibliovault, CodeMantra, CoreSource, Firebrand, Highwire, JSTOR (journals), Metapress, Semantico, Silverchair.

If you use one of these providers, simply let us know which one and we'll start the submission testing process.

If you use a provider not on the above list, please let us know and we'll evaluate them for submission support.

If you don't use a third-party platform, the rest of section 4 provides guidelines for submission.

## 4.3 Content Packaging

### 4.3.1 Packaging

Files may be compressed with either zip or gzip, as long as they have appropriate file extensions (.zip, .gz or .gzip).

Gzip compression is encouraged for very large text files (ONIX XML metadata, for example). Gzip file names must still contain the type of the file compressed (e.g. compress publication.xml to publication.xml.gz, rather than publication.gz).

Zip archiving is encouraged for submissions containing a collection of files (e.g. articles in an issue, chapters in a book). For example, if individual articles are being provided for a journal issue, then a single zip file for that issue is acceptable containing separate files for each article (such zip files may contain, for example an XML metadata file, a web PDF, and a JPG file with the cover art). If multiple files are provided that comprise different aspects of the work (e.g., XML metadata and PDF), then they should all have the same name, and should differ only in the file extension. If content is provided in zip archives, then all such archives should use the same directory structure.

### 4.3.2 Directory Structure

Please provide a stable and consistent directory structure, with a reasonable branching factor given the volume of content submitting (avoid a flat file structure with thousands of files).

### 4.3.3 Directory and File Naming Conventions

File names should contain only printing US-ASCII characters, no spaces, and no punctuation characters other than the underscore, minus and period characters. Files must have meaningful and standard file extensions delimited by a period character.

The same filename (with different extension) should be used for any manifestation of the same content (e.g. the PDF and XML metadata for a single article). Although it is not strictly required, if a file contains a single work (e.g., a complete book, if chapters are not being delivered separately, or a chapter, or a journal article) it is strongly encouraged that the file name reflect the unique ID of the content. The overall pathname of a work embedded within the directory structure provided must uniquely identify the work.

## 4.4 Content for inclusion

### 4.4.1 Metadata content

#### 4.4.1.1 Schema

SIPX currently supports submission of the following schema/DTDs\*:

- JATS 1.0
- NLM Archiving 2.\* and 3.\*
- ONIX (2.\* and 3.\*)
- MetaPress
- PubMed

If you're unable to provide your content in one of these formats, we're happy to discuss options with you and evaluate your content for submission.

*\*We understand that there is a degree of variation of interpretation and use of standards such as ONIX. SIPX will attempt to handle reasonable uses of such standards, but cannot guarantee the correct interpretation.*

#### 4.4.1.2 Metadata Elements

The following table illustrates required and preferred metadata values to include in your metadata. Other values may also be included, but may not necessarily be ingested:

Element	Notes	Book	Chapter	Article
<b>Publication title</b>	Journal or Book title	Required		
<b>Content item title</b>	Article or chapter title	n/a	Required	Required
<b>Publication ID</b>	ISSN, eISSN, ISBN, and/or eISBN required if available	Required		
<b>Content item ID</b>	DOI preferred	Preferred	Required	Required
<b>Publication date</b>	Year at minimum	Required		
<b>Page range</b>		Required		
<b>Volume/Issue (or ahead of print designator)</b>		If applicable	If applicable	Required
<b>Authors</b>		Preferred		
<b>Abstract</b>		Preferred		
<b>Copyright/rights statement</b>		Preferred		
<b>Abstract</b>		Preferred		
<b>Full-text</b>		Preferred, for indexing use		
<b>Direct link to content PDF</b>	Link to PDF directly, not a landing page	Required if PDF is not supplied with metadata and PDF links cannot be calculated algorithmically		

**SIPX, INC.**  
**PUBLISHER AGREEMENT**

This Publisher Agreement (this “**Agreement**”) is made and entered into as of \_\_\_\_\_, 2013 (“**Effective Date**”) by and between SIPX, Inc. (“**SIPX**”) and \_\_\_Society of American Archivists\_\_\_ (“**Publisher**”). In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Obligations.**

1.1 SIPX. SIPX will provide access to its online copyright and content service where content owners can provide metadata and/or content (including, but not limited to, applying price and use terms and conditions), and users of the SIPX Service (“**SIPX Users**”) can access such content (collectively, “**SIPX Service**”, technical specifications found at Exhibit C). Further, SIPX will fulfill the obligations set forth under the heading “SIPX” in Exhibit B.

1.2 Publisher. Publisher will deliver (or otherwise make available) to SIPX, in electronic form, the full text of the published materials set forth in Exhibit A (including, subsequent updates or issues) together with the metadata and pricing set forth in Exhibit A (collectively, “**Content**”) in accordance with the delivery terms set forth therein. Further, Publisher will fulfill the obligations set forth under the heading “Publisher” in Exhibit B.

1.3 Marketing and Publicity. Each party may market and promote the SIPX Service. Publisher consents to SIPX’s use of Publisher’s name and logo on the SIPX Service, SIPX’s website and SIPX’s publicly-available printed materials, identifying Publisher as one of SIPX’s providers. Further, each party may issue a press release and otherwise disclose the relationship between the parties; provided such party has obtained written approval from the other party (which will not be unreasonably withheld). The party from whom approval is being sought must respond to the request within 10 days.

1.4 Representatives. During the term of this Agreement, each party will maintain a project representative who will serve as a point of contact to facilitate the administrative and technical portions of this Agreement.

**2. Grants.**

2.1 SIPX Service. SIPX grants to Publisher and its authorized agents a non-exclusive license to use the SIPX Service as necessary to enable Publisher to offer and license Content through the SIPX Service to SIPX Users.

2.2 Content. Publisher grants to SIPX non-exclusive and worldwide rights and license to: (i) use, reproduce and modify (chunk) the Content solely in order to provide the SIPX Service to SIPX Users, provided that any Content modifications will not alter the meaning of the research or changes the intended meaning of the article; (ii) host and publicly display Content within the SIPX Service; and (iii) distribute Content to SIPX Users so that upon payment of any necessary purchase amount, SIPX Users may use Content in accordance with the applicable Content Terms (as defined below). For clarification purposes, Publisher will permit such SIPX User to download through the SIPX Service all or part of the Content (e.g., segments of a book), and allow SIPX Users to create compilations (course packs) which include all or part of

the Content and combine it with other content via the SIPX Service and to allow SIPX Users to access and download such compilations upon payment of any necessary purchase amount. Further, Publisher authorizes SIPX to: (a) in cases where Content is not contained in the metadata provided by the Publisher, permit a SIPX User, who is participating in an established course (“**Course**”) to upload such Content to the SIPX Service for other SIPX Users, participating in the same Course, to retrieve upon payment of any necessary purchase amount; (b) in cases where Content pricing has not been provided by Publisher, to retrieve pricing information from a Publisher-authorized agent; (c) in cases where SIPX has confirmed that a SIPX User is entitled to access specific Content through a pre-existing license (such as a SIPX User’s institutional holdings), to distribute such Content to SIPX Users without collecting further payment, and; (d) allow SIPX Users to use excerpts and figures from the Content in Course slides and lectures for the purposes of education, discussion, and highlighting the Content to Course participants. Notwithstanding any terms to the contrary in this Agreement, SIPX will be free to use, disclose, reproduce, license, distribute and otherwise exploit any suggestions, comments or other feedback provided by Publisher to SIPX with respect to the SIPX Service and/or SIPX (collectively, “**Feedback**”) as SIPX sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights (as defined below) or otherwise.

2.3 Marks. Subject to the terms and conditions of this Agreement, each party (“**Licensor**”) grants to the other party (“**Licensee**”) a royalty-free, non-exclusive, non-transferable, non-sublicensable and worldwide license to use, reproduce, and publicly display the trade names, trademarks, service marks, icons, symbols and logos (“**Marks**”) of Licensor solely to fulfill Licensee’s obligations under this Agreement. All goodwill accruing to Licensor’s Marks will accrue to Licensor. At no time during or after the term of this Agreement will Licensee challenge or assist others to challenge Licensor’s Marks or the registration thereof. Licensee acknowledges Licensor’s proprietary rights in and to Licensor’s Marks, and Licensee waives, in favor of Licensor, all rights to any Marks now or hereafter originated by Licensor. Licensee will not adopt, use or register any words, phrases or symbols which are identical to or confusingly similar to any of Licensor’s Marks.

**3. Control Terms and Registration.**

3.1 Content Terms. Subject to the terms and conditions of this Agreement, Publisher will set the terms and conditions with respect to the use of the Content by SIPX Users (collectively, “**Content Terms**”). In the absence of any Publisher-specified Content Terms, the default Content Terms will specify that SIPX Users may view, print and download the Content for personal use only.

3.2 Updates. Subject to the terms and conditions of this Agreement, Publisher may modify the Content Terms at any time, and such modified Content Terms will apply to transactions going forward (for such Content that has not yet been downloaded).

3.3 Registration Data. Publisher agrees to: (i) provide accurate, current and complete information about Publisher as may be prompted by any signup, login and/or registration forms made available via the SIPX Service (“**Registration Data**”); (ii) maintain and promptly update the Registration Data, and any other information Publisher provides to SIPX, in order to keep it accurate, current and complete; and (iii) accept all risk of unauthorized access to the Registration Data and any other information provided by Publisher to SIPX that occurs with the use of the SIPX Service password provided to Publisher by SIPX.

#### 4. **Ownership.**

4.1 Publisher. As between the parties and subject to the grants set forth in this Agreement, Publisher owns or is authorized to execute all rights, title and interest in and to the Content and any material, information and data (including any metadata) provided by Publisher (or a party acting on its behalf) to SIPX or via the SIPX Service (collectively, “**Publisher Property**”), Publisher’s Marks and any and all Property Rights (as defined below) embodied therein or related thereto.

4.2 SIPX. As between the parties and subject to the grants set forth in this Agreement, SIPX owns all right, title and interest in and to the SIPX User data, the SIPX Service (including, but not limited to, all computer programs, protocols, data format standards, and other technical components) and bibliographic facts drawn from the Publisher Property by SIPX (or a SIPX User) that is combined with bibliographic metadata from other sources (collectively, “**SIPX Property**”), SIPX’s Marks and any and all Intellectual Property Rights embodied therein or related thereto.

4.3 Reservation of Rights. Each party reserves all rights not expressly granted in this Agreement, and no licenses are granted by one party to the other party under this Agreement, whether by implication, estoppels or otherwise, except as expressly set forth in this Agreement. For the purpose of this Agreement, “**Intellectual Property Rights**” means any and all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

#### 5. **Fees and Payment Terms.**

5.1 No Payments. Publisher is not required to pay any fees or charges to SIPX for the operation or maintenance of the SIPX Service.

5.2 Content Fees and Payment Terms. The content fees and payment terms are set forth in Exhibit D.

#### 6. **Warranties and Disclaimer.**

6.1 General. Each party represents and warrants that: (i) it is validly existing and in good standing under the laws of the place of its establishment or incorporation; (ii) it has full corporate power and authority to execute, deliver and perform

its obligations under this Agreement; (iii) the person signing this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement; (iv) this Agreement is valid, binding and enforceable against it in accordance with its terms; and (v) neither the execution of this Agreement, nor the performance of its obligations under this Agreement, will conflict with, or result in a breach of, or constitute a default under, any provision of the articles of incorporation, business license, by-laws or articles of association (or other such charter documents) of such party, or any applicable law or any contract or agreement to which it is a party or is subject.

6.2 Publisher. Publisher represents and warrants that: (i) Publisher or its licensors is the exclusive owner of the Publisher Property; (ii) neither the Publisher Property nor Publisher’s Marks violate, misappropriate or infringe any Intellectual Property Rights, any other proprietary rights, or any right of privacy or right of publicity of any third party; (iii) neither the Publisher Property nor any rights granted by Publisher under this Agreement violate any applicable laws, rules or regulations; and (iv) the Publisher Property meets all of the terms and conditions set forth in SIPX’s Acceptable Use Policy (Section 6 of SIPX Terms of Use found at <http://www.sipx.com/terms-of-use/>). SIPX will provide email notice to Publisher at \_\_\_\_\_@\_\_\_\_\_ of any substantive material change to SIPX’s Acceptable Use Policy no later than ten (10) days of such change.

6.3 Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 6, SIPX DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SIPX SERVICE (AND ANY RELATED PRODUCTS AND SERVICES) WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (I) WARRANTIES OF MERCHANTABILITY; (II) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SIPX KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); AND (III) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

7. **Confidentiality**. “**Confidential Information**” means all information disclosed (whether in oral, written, or other tangible or intangible form) by one party (“**Disclosing Party**”) to the other party (“**Receiving Party**”) concerning or related to this Agreement or the Disclosing Party (whether before, on or after the Effective Date) which the Receiving Party knows or should know, given the facts and circumstances surrounding the disclosure of the information by the Disclosing Party, is confidential information of the Disclosing Party. Confidential Information includes, but is not limited to, the SIPX Service, the components of the business plans, financial plans, know-how, SIPX user information, strategies and other similar information. Unless otherwise expressly set forth in this Agreement, the Receiving Party will, during the term of this Agreement and thereafter, maintain in confidence the

Confidential Information of the Disclosing Party and will not use such Confidential Information except as expressly permitted herein. The Receiving Party will use the same degree of care in protecting the Disclosing Party's Confidential Information as the Receiving Party uses to protect its own Confidential Information from unauthorized use or disclosure, but in no event less than reasonable care. Confidential Information will not include information that: (i) is in or enters the public domain without breach of this Agreement through no fault of the Receiving Party; (ii) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (iii) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information; or (iv) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.

#### **8. Mutual Indemnification.**

Each party ("**Indemnifying Party**"), at its sole expense, will defend, indemnify and hold the other party and its directors, officers, employees, contractors, agents, successors and assigns (collectively, "**Indemnified Party**") harmless from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims (groundless or otherwise), damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees, expert witnesses' costs and fees, costs, penalties, interest and disbursements) arising from or relating to any claim (including third party claims), suit, action, or proceeding ("**Claim**") against any Indemnified Party, whether successful or not, arising out of or resulting from: (i) an actual or alleged breach of the Indemnifying Party's representations or warranties; or (ii) any negligence or willful misconduct by the Indemnifying Party or a party acting on the Indemnifying Party's behalf. The Indemnifying Party's indemnification obligations under this Section 8 are conditioned upon the Indemnified Party: (a) giving prompt notice of the Claim to the Indemnifying Party once the Indemnified Party becomes aware of the Claim; (b) granting sole control of the defense (including, granting the Indemnifying Party the right to select and use counsel of its own choosing) and settlement of the Claim to the Indemnifying Party (except that the Indemnified Party's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of the Indemnified Party); and (c) providing reasonable cooperation to the Indemnifying Party and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the Claim.

**9. Mutual Limitation of Liability.** EXCEPT FOR BREACHES OF SECTION 7 OR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT

LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT PAID BY SIPX TO PUBLISHER UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACCRUAL OF THE FIRST CLAIM. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION 9 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

#### **10. Term and Termination.**

**10.1 Term and Termination.** The term of this Agreement will commence on the Effective Date and continue until terminated as permitted below. Either party may terminate this Agreement, for cause, if the other party: (i) breaches this Agreement and does not remedy such failure within 10 days after its receipt of written notice of such breach; or (ii) terminates its business activities or becomes insolvent, admits in writing to inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority (that is not discharged within 30 days). Further, notwithstanding any terms to the contrary in this Agreement: (a) either party may terminate this Agreement, without cause, by providing the other party with 60 days advance written notice; or (b) SIPX may terminate this Agreement immediately if SIPX is no longer able to provide the SIPX Service (in a secure manner or otherwise). Notwithstanding any terms to the contrary in this Agreement, SIPX may remove any Publisher Property from the SIPX Service if SIPX reasonably believes that such Publisher Property: (x) overburdens the SIPX Service; or (y) is problematic (e.g., breaches any of the representations or warranties set forth in Section 6.2).

**10.2 Effects of Termination.** Upon any termination or expiration of this Agreement: (i) each party's obligations under this Agreement will immediately cease; and (ii) using best efforts, each party will promptly provide the other party with all Confidential Information of the other party then in its possession or destroy all copies of the Confidential Information of the other party, at the other party's sole discretion and direction. Notwithstanding any terms to the contrary in this Agreement: (a) this sentence and Sections 4, 6.3, 7, 8, 9 and 11 will survive any termination of this Agreement; (b) SIPX is entitled to retain bibliographic metadata regarding Publisher's Content in the Service; and (c) the termination of this Agreement will not affect any agreements by and between a SIPX User and Publisher with respect to Publisher Property. Publisher acknowledges and agrees that nothing in this Agreement prevents SIPX from accessing or distributing Publisher Property that it may otherwise be entitled to distribute pursuant to other agreements.

#### **11. General.**

**11.1 Assignment.** Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by each party, by operation of law or otherwise, without the prior written consent of the other party, and any attempted transfer, assignment or delegation without such



consent will be void and without effect. Notwithstanding the foregoing, each party will have the right to assign this Agreement to any successor to substantially all of its business or assets, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.

11.2 Governing Law and Jurisdiction. This Agreement is made and will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without resort to its conflicts of law provisions. Any suits relating to this Agreement must be filed in state or federal court in Santa Clara County, California and Northern District of California. Prior to the filing or initiation of any action or proceeding relating to this Agreement, the parties must participate in good faith mediation in Santa Clara County, California. If a party initiates any proceeding regarding this Agreement, the prevailing party to such proceeding is entitled to reasonable attorneys' fees and costs for claims arising out of this Agreement.

11.3 Severability and Waiver. If any portion of this Agreement is held to be void or unenforceable, such part is treated as severable, and the remainder of this Agreement given full force and effect. No waiver of any provision of this Agreement is deemed or constitutes a waiver of any other provision, nor does any waiver constitute a continuing waiver. No waiver is to be binding unless executed in writing by the party making the waiver.

11.4 Force Majeure. Neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "**Force Majeure**"), including, but not limited to, acts of God, acts of terrorism, war, riot, embargoes,

acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, strikes, or disruption of telecommunications, or termination of service by any service providers being used by SIPX to link its servers to the Internet, fuel crises, provided that such party gives prompt written notice thereof to the other party.

11.5 Notices. Any notice or communication required or permitted to be given hereunder must be in writing signed or authorized by the party giving notice, and may be delivered by hand, deposited with an overnight courier, sent by confirmed email, confirmed facsimile or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address below or at such other address as may hereafter be furnished in accordance with this Section.

11.6 Independent Contractors. This Agreement does not create a relationship of employment or agency between the parties. Neither party has the authority to incur and must not incur any liabilities on behalf of the other.

11.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior and contemporaneous agreements, representations or understandings between them. This Agreement cannot be changed, modified or amended except in writing executed by both parties.

11.8 Signatures and counterparts. This Agreement may be executed in two counterparts, each of which will be deemed an original and all of which will together constitute the same instrument. Execution of a facsimile or electronic copy of this Agreement shall have the same force and effect as execution of an original, and a facsimile or electronic signature (including a signature in an Adobe PDF or similar copy of this Agreement) shall be deemed an original and valid signature.

This Publisher Agreement has been executed by duly authorized officer(s) and/or representative(s) of the parties.

**Society of American Archivists**

**SIPX, INC.**

\_\_\_\_\_  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
\_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
  
By: Bob Weinschenk  
Title: Chief Executive Officer  
Date: \_\_\_\_\_  
Address: 855 El Camino Real, Building 4  
  
Suite 200, Palo Alto, California, 94301  
Email: bob@sipx.com

Technical Contact:  
Technical Contact email:

Technical Contact: Lydia Rice  
Technical Contact email: lydia@sipx.com

**EXHIBIT A  
CONTENT**

**Published Materials.** Publisher will provide the following published materials:

**Metadata.** The following metadata for the published materials is set forth below together with the manner in which it may be used by SIPX.

<b>Metadata Field</b>	<b>Search</b>	<b>Display</b>
Title		
Author(s)		
Publication Name		
Volume		
Issue		
Start Page, Page range		
Number of Pages		
Publication Date		
Language		
Standard Number (specify) (e.g. ISSN, ISBN)		
URL to Content file location (if available)		
Controlled vocabulary (subjects/keywords/identifiers)		
Genre		
Abstract		
Cited References (optional)		
Snippet (up to 30 words from an article)		
Full Text Document		
Other fields (listed)		

**Delivery of Content**

**Time:** Content will be delivered (or otherwise made available) as soon as practicable after the Effective Date. Each update or new issue of Content will be delivered (or otherwise made available) as soon as practicable after each such update or new issue.

**Method:** Change to: Publisher will deliver the content in accordance with an agreed upon schedule and format, as indicated (see checked box). Both are to be reviewed from time to time.

Content Delivered – XML feed for metadata and Native PDF for published materials.

**Publisher Pricing**

Subject to the terms of this Agreement, SIPX will collect from SIPX User the fees set forth below which are based on the amount of Content downloaded by such SIPX User from the SIPX Service:

<u>Content Downloaded [number of pages]</u>	<u>Publisher Price</u>

## **EXHIBIT B** **OBLIGATIONS**

### **SIPX**

SIPX will:

- incorporate, within the SIPX Service, the design and technical principles set forth in Exhibit C (collectively, “**Technical Specifications**”) provided that Publisher acknowledges and agrees that SIPX may, from time-to-time, implement additional features and add functionality to the SIPX Service;
- if agreed upon between the parties, host and publicly display the Content via the SIPX Service so that the Content is available to SIPX Users;
- take reasonable measures to protect the Content from loss, theft and unauthorized access;
- use commercially reasonable efforts to ensure that the terms of use applicable to the use of the SIPX Service (“**Terms of Use**”) include notices informing SIPX Users that the Content constitutes copyrighted and/or otherwise legally protected materials of third parties; and
- notify Publisher and use reasonable efforts to take appropriate action to suspend the unauthorized activity in the event that SIPX learns of a violation of the Terms of Service.

### **PUBLISHER**

Publisher will:

- deliver the Content in accordance with the delivery method set forth in Exhibit A;
- authenticate SIPX’s access to the Content by (i) authorizing the IP address range specified within the Technical Specifications and (ii) establishing account access;
- ensure that the Content is in accordance with the Technical Specifications; and
- ensure that the accurate Content file is delivered in response to a SIPX Service request.

**EXHIBIT C**  
**TECHNICAL SPECIFICATIONS**

**Overview**

The main objective of SIPX is to facilitate legitimate access to Content by providing: (i) a copyright registry; (ii) a copyright exchange platform; and (iii) a copyright clearance service that can connect with third party distribution platforms.

The Technical Specifications contained in this Agreement facilitate certain contemplated uses to date. The parties understand that SIPX is an open innovation project and that Technical Specifications may be revised from time-to-time in consideration of market uses and efficiencies, and in consultation with Publisher or other publishing representatives.

**Data Transfer and Registration of Content**

Registration of Content into SIPX simply requires providing basic bibliographic data and metadata set forth in Exhibit A.

**Content Access**

For firewall authorization purposes, SIPX's ranges of IP Addresses are:

- 23.23.77.33
- []
- []
- []

**Pricing and Licensing Formats**

There are numerous options for setting unique pricing and licensing preferences including, but not limited to, specific uses and activities, type of SIPX User, length of term, SIPX User's affiliations, and fixed amount or per page pricing. SIPX can accommodate many preferences or restrictions and can add additional options for customization at the request of and in consultation with its content partners.

Pricing and licensing preferences are also set through the registration interfaces. Manual entry is available for individual works. For large aggregations of Content, Publisher can create a default pricing and licensing setting that will consistently apply the same pricing and licensing preferences to all works registered in an automatic upload. Pricing and licensing preferences can be updated at any time for specific or groups of works through the SIPX User account.

**Formatting and Delivery**

The calculation and delivery of page range subsets of the Content will be determined as between the parties and as within the technical and product capabilities of the SIPX Service. Notwithstanding the above, SIPX or its authorized agents may adjust the Content into a format compatible with print products. The adjusted format may be cached by SIPX or its authorized agents, and can only be accessed or used to fulfill a purchase or authorized request of a SIPX User.

**EXHIBIT D**  
**FEES AND PAYMENT TERMS**

1. **Fees Collected from SIPX Users.** Prior to a SIPX User downloading Content from the SIPX Service: (i) such SIPX User pays any necessary purchase amount (“**User Payment**”) as set pursuant to Publisher pricing instructions at the time the Content was prepared for the Course; (ii) the SIPX Service authenticates that such SIPX User already possesses contractual or subscription rights to access the Content; or (iii) such SIPX User is an instructor of the Course entitled to a Desk Copy (as defined below).
2. **Desk Copy.** Publisher permits one copy of the Content per 40 students to be provided to Course instructors at no charge for the purposes of education, discussion, and highlighting the Content to Course participants (“**Desk Copy**”). Where Course enrollment is greater than 40 students, one Desk Copy per group of 40 or lesser part thereof is permitted at no charge.
3. **Publisher Fees.** Content pricing as specified by Publisher is collected within User Payments (“**Publisher Fees**”). For the sake of clarity, Publisher Fees do not include User Payments from Content pricing specified by a Publisher-authorized agent, which is paid separately through such Publisher-authorized agent.
4. **SIPX Percentage Revenue.** SIPX retains \_10\_% of the Publisher Fees (“**SIPX Fees**”).
5. **Payments.** No later than 60 days after the close of each calendar quarter:
  - (i) SIPX will calculate the total of all Publisher Fees received for transacted Publisher Content in Courses completed within the immediate passed calendar, less the amount of SIPX Fees on such transacted Publisher Content (collectively, “**Quarterly Payment**”); and
  - (ii) SIPX will pay Quarterly Payment to Publisher, so long as such Quarterly Payment exceeds USD \$100.00. Any amount less than \$100.00 will carry over to the following Quarterly Payment. Adjustments in the amount owed to Publisher, as a result of the subsequent discovery of an error or otherwise will be made in the next available Payment Period.
6. **Reporting.** With each Quarterly Payment, SIPX will provide Publisher with records identifying: (i) the Content downloaded; (ii) the Course in which the Content was selected; (iii) the number of SIPX Users who have downloaded the Content; (iii) the breakdown of the Quarterly Payments; and (iv) other information as determined by SIPX from time-to-time.
7. **General.** All amounts stated in this Agreement are in US Dollars. Publisher agrees to provide to SIPX any and all necessary transfer and tax information to facilitate payment delivery.
8. **Audit.** Publisher may at its own expense, but not more than once annually, audit the books and records of SIPX solely with respect to the Quarterly Payments, provided that each such audit is conducted by a reputable third party auditor during normal business hours, upon reasonable notice, in a manner that does not interfere with SIPX’s normal business activities. Prior to commencing any audit, such auditor will have entered into an agreement with SIPX which prohibits the disclosure of any Confidential Information of SIPX to any party, including Publisher, except that such auditor may issue a report to Publisher, the sole purpose of which will be to report to Publisher whether SIPX is in compliance with its Quarterly Payment obligations under this Agreement.