

yourhomework.com
LIBRARY ALERT SERVICE AGREEMENT

This Library Alert Service Agreement (the “Agreement”) sets forth terms under which yourhomework.com will provide the Library Alert Service partner below with an opportunity for registered teachers of yourhomework.com to send an Email notification to their local libraries of an upcoming homework assignment that requires students to check out certain publications from the local libraries.

Partner:	(“Partner”)	YOURHOMEWORK LLC (“yourhomework.com”)
Address:		16029 Arrow Hwy, Suite H
		Irwindale, CA 91706
Print Name:		
Position:		
Signature:		
Date:		
Site:	(the “Partner Site”)	http://www.yourhomework.com (the “yourhomework.com site”)

1. Library Alert Service.

1.1. Partner’s responsibility. Partner agrees to provide the following services: 1) Internet access to all libraries within the Partner’s network for sending and receiving Email messages; and 2) Inform designated library staff with regards to effective use of the Library Alert Service.

1.2. Content. The Library Alert Service will be integrated as part of yourhomework.com content as the then-current version of the yourhomework.com site. yourhomework.com reserves the right to modify or update the content and presentation of both the yourhomework.com sites and the Library Alert Service.

2. Site Hosting. yourhomework.com will host the Library Alert Service. Partner will maintain a link or links from the Partner Site to yourhomework.com, the graphic for which will be one of the yourhomework.com logos specified in the FAQ page of yourhomework.com (a “**yourhomework.com Logo**”). Partner may elect to use a different yourhomework.com Logo from the FAQ page at its discretion.

3. Payments. There will be no exchange of money by either party for performance of this Agreement. yourhomework.com will develop and maintain the Library Alert Service.

4. Term and Termination. This Agreement remains in effect until terminated. Either party may terminate this Agreement at any time, for any reason including convenience, by giving the other party thirty (30) days written notice. Following termination, Sections 6, 7, 8 and 9 will survive.

5. Licenses. yourhomework.com grants Partner a worldwide, non-exclusive, non-transferable right to place one of the yourhomework.com Logos on the Partner Site solely for the purposes of linking to the Library Alert Service.

6. Ownership. yourhomework.com owns, and will retain ownership of, the yourhomework.com Logo, Layout Specification, and all elements of the yourhomework.com sites, including the Library Alert Service.

7. Press Releases. The parties agree to work together to issue a mutually agreeable press release about the Library Alert Service, which may be included in a collective press release about yourhomework.com' partners in the Library Alert Service program.

8. Warranty Disclaimer. YOURHOMEWORK.COM EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE CREATION AND HOSTING OF THE LIBRARY ALERT SERVICE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOURHOMEWORK.COM DOES NOT WARRANT OR REPRESENT THAT THE LIBRARY ALERT SERVICE WILL BE FREE FROM BUGS OR THAT THE USE OF SUCH WILL BE UNINTERRUPTED OR ERROR-FREE, OR MAKE ANY OTHER REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE LIBRARY ALERT SERVICE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

9. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL YOURHOMEWORK.COM' LIABILITY TO PARTNER EXCEED THE AMOUNT PAID BY YOURHOMEWORK.COM TO PARTNER IN THE LAST TWELVE (12) MONTHS. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION IS AN ESSENTIAL ELEMENT OF THE AGREEMENT AND THAT IN ITS ABSENCE, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.