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IEEE ONLINE PRODUCTS AGREEMENT (ACADEMIC)

The Institute of Electrical and Electronics Engineers, Incorporated ("IEEE")

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[Name of Licensee] ("Licensee")

Registrar
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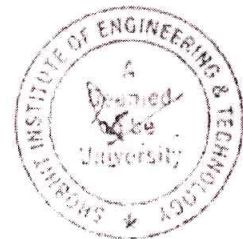
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3. **License.**



(3) Licensee shall at all times implement appropriate security policies, procedures, access control methodologies and network protection techniques to safeguard access to the Licensed Products. All such measures shall comply with prevailing industry standards but in no case consist of less than reasonable care.

(4) IEEE shall have the right to inquire about the security procedures being used by Licensee and suggest improvements.

5. Term and Termination.

(a) Term. Unless terminated sooner in accordance with Section 5(b), this Agreement shall continue in effect for an initial term of twelve (12) months from the Service Date (the "Initial Term"). Licensee may renew the Agreement for additional twelve (12)-month periods, unless otherwise specified, (each, a "Renewal Term") upon written notice to IEEE and payment of the annual license fee, as determined by IEEE, within thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. In the event that Licensee elects to not renew, Licensee shall notify IEEE at least thirty (30) days prior to the Renewal Term.

(b) Termination. Notwithstanding the terms of Section 5(a), this Agreement may be terminated as follows:

(1) *Material Breach*. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured thirty (30) days after the non-breaching party gives the breaching party written notice of such breach.

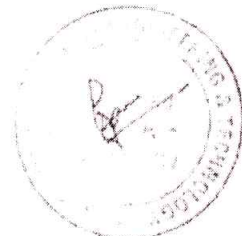
(2) *Suspension*. In the event that IEEE notifies Licensee of a material breach of Section 3(c)(1), IEEE reserves the right to suspend Licensee's access to the Licensed Products. IEEE will make commercially reasonable efforts to limit suspension to the offending IP address or user account, to the extent that the offending IP address or user account can be reasonably ascertained under the circumstances; otherwise, IEEE reserves the right to suspend all online access to the Licensed Products by Licensee. The suspension shall remain in effect until Licensee has cured the material breach, and Licensee shall not be entitled to a refund of any fees during such suspension. If Licensee does not cure the material breach within thirty (30) days after notice of such breach, IEEE shall be entitled to terminate this Agreement immediately.

(3) *Insolvency*. Either party may terminate this Agreement in the event that the other party becomes insolvent or bankrupt; becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law; has a receiver or manager appointed; makes an assignment for the benefit of creditors; or takes the benefit of any applicable law or statute in force for the winding up or liquidation of such party's business.

(c) Events Upon Termination. Upon termination of this Agreement, Licensee shall make reasonable efforts to delete all electronic copies of Articles and eBooks that are in its possession or control. Licensee may continue to use print copies of Articles and excerpts from eBooks made in accordance with the terms and conditions herein during the term of this Agreement, provided that Section 3(c) shall continue to govern use of such materials.

6. **Representations and Warranties**. IEEE and Licensee each represents and warrants to the other that: (a) it has the necessary power and authority to enter into this Agreement; (b) the execution and performance of this Agreement has been authorized by all necessary corporate or institutional action, (c) entry into and performance of this Agreement will not conflict with any provision of law or the certificate of incorporation, by-laws or comparable organizational documents of the party or conflict with any condition of any contract to which it is a party; (d) no action by any governmental organization is necessary to make this Agreement valid and binding upon the party; and (e) it possesses all licenses and other governmental approvals necessary to perform its obligations under this Agreement.

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(h) Force Majeure. Any prevention of or delay in either party's performance hereunder due to labor disputes, acts of God, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

(i) Non-Waiver. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

(j) Survival. The provisions of this Agreement that should by their nature survive termination of this Agreement shall survive such termination, including, but not limited to, Sections 3(c), 4, 5(c), 6, 7, 8, 9, and 10.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth below.

THE INSTITUTE OF ELECTRICAL AND
ELECTRONICS ENGINEERS, INCORPORATED

LICENSEE

Signature: _____

Signature: _____

Name: _____

Name: Dr. Ganesha Bhardwaj

Title: **EXECUTED BY**
William D O'Connor
IEEE Director of Customer Operations

Title: Registrar

Date: _____

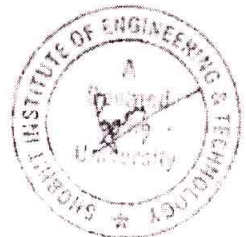
Date: 18th Oct. 2019

OCT 21 2019

Registrar

William D O'Connor

Shobhit Deemed University
NH-58, Roorkee Road, Modipuram
Meerut-250 110 (U.P.)



SCHEDULE B:
AUTHORIZED SITES

A. Name and physical address(es) of Authorized Site(s) of Licensee:

Registrar, Shobhit Institute of Engrg. & Technology, Meerut, India.

B. IP Address(es) of Authorized Site(s) - if proxy server is used, skip Part B and go to Part C:

C. IEEE permits Licensee to make use of one or more proxy servers to provide Authorized Users with access to the Licensed Products. Please provide responses to the questions below so that IEEE can accurately monitor authentication and use of the Licensed Products.

1. Physical address of proxy server(s):

University Campus, Delhi

2. IP address(es) of proxy server(s):

14.139.50.18 → 30.

3. Intended use(s) of proxy server(s) - check all that apply:

Load balancing

Provide Remote Access

Other (please specify): _____

Licensee Responsibilities

Licensee shall: (a) be responsible for verifying the status of Authorized Users; (b) provide lists of valid IP addresses to IEEE and updating such lists promptly as changes are made; and (c) in addition to the security procedures of Section 4 of the Agreement, cooperate with IEEE in the implementation of additional security procedures reasonably requested by IEEE. Licensee represents and warrants that the list of IP addresses provided above is accurate and valid, and all such IP addresses are owned or controlled by Licensee. Licensee recognizes that IEEE may not support third party web services or servers, and use of such unsupported services or servers, such as EZ-Proxy, or Z-Scaler, may degrade access to the Licensed Products for which IEEE undertakes no responsibility.

Licensee Initials:

