



# ISIS Membership Agreement

Completed membership applications must be submitted to:

Member Services  
ISIS  
2600 Eagan Woods Drive Suite 50  
Eagan, MN 55121-1170 USA  
Fax: +1.651.209.9279  
[memberservices@isis.org](mailto:memberservices@isis.org)

Please tell us about your organization. *(Fields in red are required).*

Institution Name		
Postal Address		
Telephone	Fax	E-mail
Chief Executive Officer/director (who will sign declaration on page 3)	Phone	E-mail

Annual attendance	Annual budget
Total individual specimens (e.g. mammals, birds, reptiles and amphibians)	Total group specimens (e.g. invertebrates, fishes)

Please choose one:  For profit  Not-for-profit

Please choose one:  Publicly-owned  Privately-owned

Please list other zoo or aquarium associations of which your institution is a member (e.g. EAZA)		

Please choose one category that best fits your institution:

- |                     |                       |                  |
|---------------------|-----------------------|------------------|
| Zoo                 | Aquarium              | Zoo and aquarium |
| Research center     | Zoological education* |                  |
| University/college* | Breeding center       |                  |
| Ranch               | Pet store             | Other _____      |

Is your facility open to the public for regular hours? Yes No

**Please attach your organization's mission statement.**

Who in your facility will have responsibility for ISIS data?

Name	Title	Phone	E-mail

## New Member Initiation Fee

All new members must pay a one-time ISIS New Member Initiation Fee. The ISIS New Member Initiation Fee helps to offset the cost of professional-grade software development for the entire zoological community.

This fee is based on your organization's operating budget and may range from \$2,500-\$30,000 (USD). Please submit a copy of your last year's budget so that we may calculate your fee.

## Annual Membership Dues

There are two ways to calculate your annual membership fee – based on your institution's attendance or based on your institution's total annual expenses.

### **Option A: ISIS membership annual dues based on your institution's attendance**

Calculate the total number of visitors that attended your facility during the previous year, including paid gate admissions, free day admissions, society members and children/adults attending field trips and education programs. Using this total, choose the appropriate dues level from this table.

	<b>Annual attendance</b>	<b>Fee (USD)</b>
0 to	99,999 visitors per year	\$5,000
100,000 to	249,999 visitors per year	\$7,500
250,000 to	499,999 visitors per year	\$10,000
500,000 to	999,999 visitors per year	\$13,000
1 million to	1,999,999 visitors per year	\$19,000
2 million or	more visitors per year	\$33,000

Last full year's attendance (*required*) \_\_\_\_\_

### **Option B: ISIS membership annual dues based on your institution's total expenses for the previous year**

- A. Use your facility's total expenses for the previous year
- B. If included in these expenses, remove the cost of goods purchased only for resale in gift stores or concessions and remove any costs for new construction that will be capitalized
- C. Amortization or depreciation is an expense and should be included
- D. Taxes and interest should be included
- E. Add in any costs for services that are utilized but not included, such as city gardeners
- F. Convert the amount into United States Dollars (USD) if your budget is in another currency
- G. Calculate 0.15% of the USD budget amount
- H. If the result of letter G (above) is greater than US \$500, this is your fee (Example: If your budget is US \$400,000, you pay US \$600)
- I. If the amount of letter G is less than US \$500, please pay ISIS minimum annual fee of US \$500

Your ISIS membership fee will be based on your choice of Option A or Option B above. Please indicate by which method you would like to pay your ISIS membership fees.

Option A

Option B

Note: if paying by this option, please include a copy of your institution's most recent budget.

Upon acceptance of membership, ISIS will send you an invoice for your first-year's annual membership fee and your one-time initiation fee.

*Your chief executive officer must read the following and sign below.*

**Vision** ISIS provides the world's most current, comprehensive and reliable source of knowledge on intensively managed species and their environments for zoos, aquariums and related organizations to serve institutional, regional and global animal management (ex-situ, as well as in-situ) and conservation goals.

**Mission** To facilitate international collaboration in the collection and sharing of knowledge on animals and their environments for zoos, aquariums and related organizations by achieving the following goals:

### **Goals**

- Obtaining the broadest possible participation in data collection and sharing for zoos, aquariums and related organizations worldwide.
- Developing and supporting comprehensive software systems and tools that support our vision.
- Providing services that are essential for members and prospective members to manage the animals in their care.
- Serving as an independent, impartial body which promotes the development of standards and practices that enhance the integrity and usefulness of data on animals and their environments.
- Promoting the general scientific use of the knowledge beyond animal management.
- Planning and managing the resources (i.e., human, financial and technological) needed to meet all of these goals.

### **Values and Beliefs**

- We value the use of objective data to benefit conservation, science, animal welfare, education, and collection management.
- We believe our mission can best be served by openly sharing animal data.
- We value animal data that is accurate, complete and up-to-date.
- We value integrity and honesty in the provision, analysis and interpretation of animal data.
- We value continuous improvement of our management software and tools through an open process.
- We believe an inclusive approach to membership is important to the achievement of our mission, and value all members regardless of nationality, language, culture or political affiliation.
- We value a diversity of management and conservation approaches, as represented within our membership.
- We believe global cooperation will help us to achieve our goals.

**Declaration and Authorization** In consideration of the obligations, covenants and agreements set forth herein and other valuable consideration the sufficiency of which is hereby acknowledged, I, \_\_\_\_\_ (*print name*), the facility's chief executive officer/director do hereby agree to the following:

1. I have read the ISIS Mission and Vision statements and support and endorse their content.
2. I pledge my commitment to ensure that the facility that I represent will provide, in a timely manner, honest, accurate and complete information as required by ISIS.
3. I agree to pay all fees associated with ISIS membership.
4. I understand and agree that ISIS data access policies are determined at the discretion of the ISIS Board of Trustees.
5. I understand that my facility must share current data about its collection in ISIS-accepted formats, and that data must be current to three (3) months to remain in good standing.
6. I have the authority and power to sign this agreement on behalf of my institution, and hereby agree to abide by the then current ISIS Membership Terms and Conditions (available at [www.isis.org](http://www.isis.org)).

\_\_\_\_\_  
*Signature of chief executive officer/director of applicant facility*



# ISIS Membership Agreement

## ISIS CONTACT INFORMATION SHEET

CONTACT	TITLE	EMAIL	PHONE
Director	Director	Director	Director
ISIS representative	ISIS representative	ISIS representative	ISIS representative
ISIS administrator	ISIS administrator	ISIS administrator	ISIS administrator
Finance/billing	Finance/billing	Finance/billing	Finance/billing
Veterinarian	Veterinarian	Veterinarian	Veterinarian
Other	Other	Other	Other
Other	Other	Other	Other
Other	Other	Other	Other
Other	Other	Other	Other
Other	Other	Other	Other
Other	Other	Other	Other
Other	Other	Other	Other

Please make copies of this page if you have additional contacts to add.

## ISIS MEMBERSHIP CRITERIA

The ISIS Board of Trustees may consider the following in evaluating your membership in ISIS.

1. Biological Institution Members (voting):
  - a. Are open to the public at regular hours
  - b. Register live animals of wild species on ISIS (not solely domestics)
  - c. Meet Board-set data currentness standard (90 days)
  - d. Sign the ISIS Institutional Membership Agreement
  - e. Pay annual dues and other fees current to the year
  - f. Record and share data on their entire live animal collection, excepting only feedstock and research collections (effective with ZIMS)
  - g. Must not be an organization whose core business or mission is the buying or selling of animals
2. Other Institutional Members (non-voting):
  - a. Register live animals on ISIS
  - b. Meet Board-set data: currentness standard (90 days)
  - c. Sign the Institutional Membership Agreement
  - d. Pay annual dues and other fees current to the year
  - e. Record and share data on their entire live animal collection, excepting only feedstock and research collections (effective with ZIMS)

ISIS is a private membership organization. The ISIS Board of Trustees makes the final decisions about membership. *Note that deliberate misrepresentation of animal information is grounds for termination of ISIS membership.*

### MEMBERSHIP TERMS AND CONDITIONS

These terms and conditions herein, along with the Membership Agreement (collectively, the "Agreement") govern:

- (I) the membership by the institution identified on the Membership Agreement (the "Institution") in the International Species Information System ("ISIS"), including the requirements of being a member of ISIS and the relationship between Institution and other institutions that are part of ISIS (the "Membership");
- (II) the license of any and all ISIS software and computer programs, such as the ISIS Zoological Information Management System referred to as ZIMS and the ISIS Animal Records Keeping System referred to as ARKS, including any documentation associated, third party software included therewith, and all updates, upgrades, modifications, bug fixes, and corrections thereto (collectively, the "Software");
- (III) professional services provided to Institution by or on behalf of ISIS as part of the Membership Fee ("Member Services") and "premium" professional services provided to the Institution

by or on behalf of ISIS at a cost in addition to the Membership fee ("Premium Services," and together with the Member Services, the "Professional Services");

- (IV) the discounts on specified products and services and other benefits offered to Institutions by third parties as part of the Membership ("Benefits"); and
- (V) the provision of the Membership, Software, Professional Services and/or Benefits to Institution which Institution may access or receive through any various mediums or devices now known or hereinafter developed (the "Services").

INSTITUTION ACKNOWLEDGES THAT THIS AGREEMENT MAY BE UPDATED BY ISIS FROM TIME TO TIME WITHOUT WRITTEN NOTICE. INSTITUTION CAN REVIEW THE MOST CURRENT VERSION OF THIS AGREEMENT AT ANY TIME AT WWW.ISIS.ORG. IF INSTITUTION DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THE THEN CURRENT VERSION OF THIS AGREEMENT, INSTITUTION MUST IMMEDIATELY STOP ACCESS OR ANY OTHER USE OF THE SOFTWARE, BENEFITS AND/OR SERVICES, AND PROMPTLY PROVIDE WRITTEN NOTICE TO ISIS OF ITS TERMINATION OF THIS AGREEMENT.

## 1. **Membership.**

1.1. The Membership period is from 1 January to 31 December, beginning on the date ISIS processes the Membership fee, and automatically renews annually thereafter. Once the first annual Membership fee has been received by ISIS, Institution will become a provisional member of ISIS. Permanent membership in ISIS is subject to approval by the ISIS Board of Trustees ("Board"), and subject to Institution's ongoing compliance with the terms and conditions herein.

1.2. Institution agrees to maintain its Membership in "good standing" as defined by the Board (the current "good standing" requirements may be found at any time at [www.isis.org](http://www.isis.org)). At a minimum, to maintain good standing, Institution must:

1.2.1. Maintain data on the existence of all animals managed at the facility (excepting only feedstock and research collections) current to not more than 90 days; and

1.2.2. Maintain payment of annual ISIS Membership fees and other fees current to the year.

## 2. **Software and Services.**

2.1. At its discretion, ISIS may make updates, upgrades, modifications, bug fixes, and corrections of the Software and Services. ISIS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Software and/or Services (or any part thereof) with or without notice. Institution agrees that ISIS shall not be liable to it or to any third party for any modification, suspension or discontinuance of any Software and/or Services.

2.2. Institution acknowledges and agrees that any and all information, documents, files, data, text, software, music, sounds, images, photographs, graphics, video, messages, tags, or other materials accessed, uploaded, posted, emailed, transmitted or otherwise made available via the Software and/or Services, whether publicly posted or privately transmitted (collectively, the "**Content**") is the responsibility of the Institution from whom such Content originated.

2.3. This means that Institution, and not ISIS, is entirely responsible for all Content that its end users upload, post, email, transmit or otherwise make available via the Software and Services. With respect to Institution's Content, Institution agrees that it is the sole and exclusive owner of it and/or has the right to share, provide access of it to, and permit use of it by ISIS, other institutions, and third parties, in accordance with the Content sharing, access, and use policies established by the Board (such policies are available at [www.isis.org](http://www.isis.org) (the "Content Use Policies"). Institution acknowledges that the Board may change such Content Use Policies from time to time to meet the changing needs of the zoological community. Such Content Use Policies currently require sharing the existence of all specimens in Institution's collections, excepting only research and feedstock, and whether such Content, or portions thereof, will be available anonymously or not.

2.4. ISIS does not control the Content posted via the Software and Services, and, as such, does not guarantee the accuracy, integrity or quality of such Content. Institution agrees that it must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. ISIS does not endorse or make any representations about any Institution, its end users, or any Content, or any results that may be obtained from using any Content. In this regard, Institution acknowledges that it may not rely on any Content created by ISIS or submitted to ISIS. If Institution decides to access or use any Content, it does so entirely at its own risk. Further, Institution understands that by using the Software and Services it may be exposed to Content that is inaccurate, offensive or objectionable. Under no circumstances will ISIS be liable in any way for any Content,

including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content accessed, posted, emailed, transmitted or otherwise made available via the Software and Services.

- 2.5. Institution acknowledges that ISIS may or may not pre-screen Content, but that ISIS and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content. Without limiting the foregoing, ISIS and its designees shall have the right to remove any Content that violates this Agreement or is otherwise objectionable.
- 2.6. Institution acknowledges that ISIS shall use reasonable efforts to post, delete, email, transmit or otherwise make available or remove the Content, but does not guarantee that the Content will be accurately, completely, or correctly posted, deleted, emailed, transmitted or otherwise made available or removed, whether publicly or privately. Institution agrees that ISIS has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. Accordingly, if Institution decides to post, email, transmit, or otherwise make available any Content, Institution does so entirely at its own risk.
- 2.7. Institution understands that through its use of the Software and Services it consents to the collection and use of Institution's account information and that of its end users. ISIS is the sole and exclusive owner of such information and any other information or data provided to or collected by the ISIS servers hosting the Software or making available the Services, including, traffic, traffic patterns and page impressions (collectively, "Server Information") and all Server Information shall be deemed ISIS's Confidential Information.
- 2.8. Institution acknowledges, consents and agrees that ISIS may access, preserve and disclose Server Information or the Content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to Institution's requests for customer service; or (e) protect the rights, property or personal safety of ISIS, institutions, end users, and/or the public (including any

animal(s) tracked via the Software or Services).

- 2.9. Institution understands that the technical processing and transmission of the Service, including its account information and Content, may involve (a) transmissions over various networks, including the transfer of this information to the United States and/or other countries for storage, processing and use by ISIS and its affiliates; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Accordingly, Institution agrees to permit ISIS to make such transmissions and changes.

### 3. **Privacy and Content.**

- 3.1. Institution acknowledges and agrees that any and all information, documents, files, data, text, software, music, sounds, images, photographs, graphics, video, messages, tags, or other materials accessed, uploaded, posted, emailed, transmitted or otherwise made available via the Software and/or Services, whether publicly posted or privately transmitted (collectively, the "**Content**") is the responsibility of the Institution from whom such Content originated.
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with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. ISIS does not endorse or make any representations about any Institution, its end users, or any Content, or any results that may be obtained from using any Content. In this regard, Institution acknowledges that it may not rely on any Content created by ISIS or submitted to ISIS. If Institution decides to access or use any Content, it does so entirely at its own risk. Further, Institution understands that by using the Software and Services it may be exposed to Content that is inaccurate, offensive or objectionable. Under no circumstances will ISIS be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content accessed, posted, emailed, transmitted or otherwise made available via the Software and Services.

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- 3.5. Institution acknowledges that ISIS shall use reasonable efforts to post, delete, email, transmit or otherwise make available or remove the Content, but does not guarantee that the Content will be accurately, completely, or correctly posted, deleted, emailed, transmitted or otherwise made available or removed, whether publicly or privately. Institution agrees that ISIS has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. Accordingly, if Institution decides to post, email, transmit, or otherwise make available any Content, Institution does so entirely at its own risk.
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page impressions (collectively, "Server Information") and all Server Information shall be deemed ISIS's Confidential Information.

- 3.7. Institution acknowledges, consents and agrees that ISIS may access, preserve and disclose Server Information or the Content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to Institution's requests for customer service; or (e) protect the rights, property or personal safety of ISIS, institutions, end users, and/or the public (including any animal(s) tracked via the Software or Services).
- 3.8. Institution understands that the technical processing and transmission of the Service, including its account information and Content, may involve (a) transmissions over various networks, including the transfer of this information to the United States and/or other countries for storage, processing and use by ISIS and its affiliates; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Accordingly, Institution agrees to permit ISIS to make such transmissions and changes.

#### 4. **Proper Use and Conduct.**

- 4.1. Institution agrees to:
  - 4.1.1. Comply with ISIS's documentation and any other established standards of Membership, including appropriate conduct and proper use of the Benefits, Software and Services, as well as, the ISIS privacy policy and Content Use Policies;
  - 4.1.2. Not use the Software and/or Services to impersonate, defame, or harass any other person or entity;
  - 4.1.3. Not share its password to use the Software and Benefits or access the Services with any third party;
  - 4.1.4. Not engage in any behavior, action or conduct that is or may be fraudulent, deceptive, illegal, harmful, threatening, abusive, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, unbusiness-like or racially, ethnically or otherwise objectionable;



- 4.1.5. Not disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other end users are able to type, or otherwise act in a manner that negatively affects other end users' ability to use the Software, Benefits and/or Services, including conducting real-time exchanges;
- 4.1.6. Not remove any proprietary trademark or copyright markings incorporated in, marked on or affixed to the Benefits, Software, Services and/or Content, or bypass or disable any protections that may be put in place against unlicensed use of the Benefits, Software, Services, and/or Content.
- 4.1.7. Not upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- 4.1.8. Not upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary right ("Rights") of any party, or that Institution does not otherwise have a right to make available (as permitted herein) under any law or under contractual or fiduciary relationships;
- 4.1.9. Not intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, export control restrictions;
- 4.1.10. Not upload, post, email, transmit or otherwise make available any Content, or otherwise provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any person(s) or organization(s) designated by the United States government as a foreign terrorist pursuant to section 219 of the Immigration and Nationality Act;
- 4.1.11. Not upload, post, email, transmit or otherwise make available a time bomb, worm, virus, lock, drop-dead device, or other similar component of software or electronically stored information that is intended in any manner to (a) damage, destroy, alter, or adversely affect the operation of software, hardware or a service in connection with which the Software or Services are used, or (b) reveal, damage, or alter any Content, or any other software, hardware or data of other person or entity; and/or
- 4.1.12. Knowingly upload, post, email, transmit or otherwise make available any incorrect or misleading Content.
- 4.1.13. Not intercept any Content not intended for Institution or its end users.
- 4.2. Institution acknowledges that ISIS may establish general practices and limits concerning Membership conduct, use of the Content, and/or use of the Benefits, Software and/or Services, including, without limitation, the Content or Services (or part thereof) to which Institution (or its end users) are permitted access, the maximum number of days that Content will be retained by the Software or made available via the Services, the maximum number of uploads, posts or transmissions that may be sent from or received by an Institution (or its end users) via the Services, the maximum size of any Content, individually or collectively, that may be sent from or received by an Institution (or its end users) via the Services, the maximum storage space that will be allotted on ISIS's servers on Institution's behalf, and the maximum number of times (and the maximum duration for which) Institution (or its end users) may access the Services in a given period of time. Institution acknowledges that ISIS reserves the right to log off any end user of Institution that is inactive for an extended period of time. Institution further acknowledges that ISIS reserves the right to modify these general practices and limits from time to time.
- 4.3. Institution acknowledges and agrees that ISIS shall not be responsible for any problems, performance issues, and/or damages resulting, in whole or in part, from Institution's failure to comply with this Section. ISIS retains the right to immediately suspend and/or terminate Membership or access to the Software or Services by any Institution (or its end user) at ISIS's sole discretion.
5. **Travel, Equipment, & Expenses.** ISIS shall not be responsible for any travel, accommodations, computer equipment, telecommunications,

operating software, or other expenses required for Membership, to receive the Benefits, to use the Software or to access the Services.

6. **Marks.** International Species Information System™, ZIMS™ and ARKS™ names and logos are trademarks of ISIS. Other product, service and company names mentioned as part of the Membership, Benefits or via the Software or Services may be trademarks and/or service marks of their respective owners. ISIS does not grant any rights to use any such marks and hereby reserves all rights related thereto. Any goodwill associated with such rights shall automatically vest in ISIS or the applicable third party. Institution permits ISIS to list it as a member and hereby grants ISIS the right to use its name and trademarks in connection with the marketing and promotion of ISIS, Membership, Software, and/or Services. ISIS agrees to use such marks consistent with Institutions published guidelines with respect to such use.

#### 7. **Fees and Payment Terms.**

7.1. Prior to the start of the Membership and each renewal thereof, ISIS shall invoice Institution the applicable Membership fees. ISIS shall provide invoices to Institution for the Membership fee via email. Customer shall pay all invoiced amounts to ISIS within thirty (30) days from the date of its receipt of such invoice. Membership does not start until the initial payment has been received by ISIS. Fees exclude all sales, use, value added, or similar federal, state, local or foreign tax related to the Agreement, the Membership, Benefits, Software, and/or Services. Institution shall be responsible for, and agrees to pay, for all such taxes and wire transfer fees, whether set forth on an invoice or otherwise.

7.2. Institution acknowledges and agrees that for the timely payment of its obligations hereunder either no purchase order is required or it shall issue a purchase order or such similar document to ISIS within five (5) business days following the start of the Membership or any renewal thereof, provided that Institution hereby acknowledges that only the terms and conditions of the Agreement are binding on the Parties and govern their relationship, and provided that, as between ISIS and Institution, any terms or conditions in such purchase order or other document are void and of no force and effect.

7.3. In addition to any other rights of ISIS hereunder, ISIS may charge Institution interest on the outstanding balance of any overdue fees at a rate equal to one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is lower. Institution shall reimburse ISIS for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

#### 8. **Ownership and License.**

8.1. Institution acknowledges and agrees that ISIS and its licensors own all right, title, and interest to the Software and Services, including all Rights therein. Subject to the terms and conditions of the Agreement, and further subject to any license agreements to third party software, ISIS hereby grants to Institution, and Institution hereby accepts, a personal, non-exclusive, non-transferable, non-sub licensable, revocable right and license for Institution (and its end users) to use the object code version of the Software and access the Services (in accordance with ISIS's documentation and any other established standards of proper use) solely for Institution's benefit as part of ISIS Membership, and not for resale or sublicense to third parties. The above license shall extend to Institution's employees and authorized agents, as well as, its affiliates and partners and their employees and authorized agents, who are designated as end users, provided that Institution maintains full responsibility and liability for the acts and omissions of such affiliates, partners, employees and agents, including, without limitation, their breach of any obligations, representations, warranties and/or covenants set forth herein.

8.2. Institution grants to ISIS, its affiliates, subcontractors, and agents a worldwide, non-exclusive sub licensable (through multiple tiers), transferable right and license to use, distribute, reproduce, copy, modify, make available, publicly perform, publicly display, translate, adapt, and create derivative works of Institution's Content (including that of its end users) consistent with the then current Content Use Policies.

8.3. Institution grant to other institutions and their respective end users a worldwide, non-exclusive, perpetual, sub licensable (through multiple tiers), transferable right and license to use, distribute, reproduce, copy, modify,

make available, publicly perform, publicly display, translate, adapt, and create derivative works of Institution's Content consistent with the then current Content Use Policies.

9. **Restrictions.** Any rights not expressly granted by ISIS are reserved by ISIS, and all implied licenses are disclaimed. Institution (and its end users) shall not exceed the scope of the licenses granted. Except as otherwise expressly set forth in the Agreement, Institution shall not modify, create derivative works of, sublicense, market, copy, co-brand, private label, publish, publicly display, grant third parties the right to use, frame or link to the Benefits, Content, Software and/or Services, and shall not use the Software or Services in any manner to provide service bureau or time-sharing services to third parties or for the benefit of third parties. Institution shall not reverse engineer, decompile, translate, adapt or disassemble, or in any way attempt to reconstruct or discover any source code of the Software or Services by any means whatsoever. Institution shall not bypass or disable any protections put in place by ISIS against unlicensed use of the Software and/or Services. Institution shall not cause or permit any third party to do any of the foregoing. Institution agrees to notify ISIS immediately of any unauthorized use of the Software or Services it is aware of.

10. **Confidential Information.** Institution acknowledges that the Software, Services, and Server Information is confidential or proprietary information of ISIS or its licensors, and Institution hereby agrees to maintain its confidentiality using at least as great a degree of care as it uses to maintain the confidentiality of its own most confidential information, but in no event less than reasonable care, and that Institution will not use or disclose any confidential or proprietary information to any third party at any time except as expressly authorized under the Agreement. Institution agrees to reasonably communicate the terms and conditions of the Agreement to those persons employed or engaged by Institution who come into contact with the Software and Services, and to ensure their compliance with such terms and conditions.

11. **Restricted Rights.** If Institution is directly or indirectly acquiring the Software on behalf of the U.S. Government, the Software is classified as "Commercial Computer Product" and "Commercial Computer Documentation" developed at private expense, contains confidential information and trade secrets of ISIS and its licensors, and is

subject to "Restricted Rights" as that term is defined in the U.S. Federal Acquisition Regulations. Manufacturer is: International Species Information System, 2600 Eagan Woods Drive, Suite 50, Eagan, MN 55121 USA.

12. **Inspection.** Upon reasonable prior notice from ISIS, Institution shall provide to ISIS and its reasonably designated representatives access to (i) any facility or part of a facility in which the Software is being used or the Services are accessed, (ii) any personnel using the Benefits, Software or Services, and/or (iii) any Content, as well as, all data or records relating to the Software, Services, or the Agreement for the purpose of verifying compliance with the Agreement.

13. **Disclaimer.** THE MEMBERSHIP, BENEFITS, SOFTWARE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ISIS DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, INTERFERENCE, MERCHANTABILITY, NON-INFRINGEMENT AND SYSTEM INTEGRATION. ISIS DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE AND SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS SHALL OR CAN BE CORRECTED. ISIS MAKES NO COMMITMENT TO UPDATE OR MAKE ANY CHANGES TO THE MEMBERSHIP, BENEFITS, SOFTWARE AND/OR SERVICES, PROVIDED THAT IF ISIS ELECTS TO, IT MAY DO SO AT ANY TIME WITHOUT NOTICE. IF THE EXCLUSIONS SET FORTH IN THIS SECTION ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN ALL IMPLIED WARRANTIES AND CONDITIONS SHALL BE LIMITED IN DURATION FOR A PERIOD OF THIRTY (30) DAYS AFTER THE DATE OF THIS AGREEMENT, AND NO IMPLIED WARRANTIES OR CONDITIONS SHALL APPLY AFTER THAT PERIOD.

14. **Indemnification.** Institution agrees to defend, indemnify and hold harmless ISIS, its affiliates, and their respective licensors, directors, officers, employees, and agents from and against any and all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties) incurred or asserted by any third party due to or arising out of (i) the Content it

(or its end users) upload, post, email, transmit or otherwise make available through the Software or Services, (ii) its actions or inactions as part of its Membership, (iii) its use of the Benefits, Software and/or Services, (iv) its connection to the Software or Services, and/or (v) its violation of any Rights of another, or its violation of this Agreement, including, without limitation, its breach of any obligation, covenant, representation, or warranty, its negligence or intentional misconduct, and that of its employees and agents.

15. **Limitation of Liability.** ISIS, ITS AFFILIATES, AND LICENSORS SHALL NOT BE LIABLE TO INSTITUTION FOR DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR LOST DATA) OR FOR ANY LOSSES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION (i) THE USE OR THE INABILITY TO USE THE SOFTWARE, SERVICES, AND/OR CONTENT; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSIONS OR CONTENT; (iii) CONDUCT OF ANY THIRD PARTY VIA THE MEMBERSHIP, SOFTWARE OR SERVICES; OR (iv) ANY OTHER MATTER RELATING TO THE MEMBERSHIP, BENEFITS, SOFTWARE, SERVICES, OR CONTENT. IF A JURISDICTION DOES NOT PERMIT THE ONE OR MORE OF THE ABOVE EXCLUSIONS OF DAMAGES, THEN ISIS'S, ITS AFFILIATES', AND ITS LICENSORS' TOTAL CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS UNDER ANY THEORY OF LAW ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED (IN THE AGGREGATE) THE AMOUNT PAID BY INSTITUTION FOR THE MEMBERSHIP IN THE YEAR IN WHICH THE CLAIM AROSE, OR TEN THOUSAND DOLLARS (\$10,000), WHICHEVER IS LOWER.

16. **Term and Termination.**

16.1. The term of Membership will renew automatically effective the first day following the conclusion of the existing Membership term unless Institution elects to cancel its Membership in accordance with this Agreement.

16.2. This Agreement is effective until it is terminated. Institution may terminate this Agreement and its Membership at any time upon written notice to ISIS and by discontinuing access and/or use of the

Software and Services. ISIS may immediately terminate the Agreement upon notice to Institution and by discontinuing Institution (and its end users) access to the Software and/or Services.

16.3. Upon termination of the Agreement, all rights and licenses granted to Institution hereunder immediately shall cease to exist, and Institution shall immediately destroy all Confidential Information of ISIS. ISIS shall not be obligated and Institution has no right to receive a refund of fees paid to ISIS for the remaining period of Membership.

16.4. At Institution's written request upon termination of the Agreement, ISIS shall provide a copy of Institution's Content to Institution in a format designated by ISIS, provided that ISIS shall retain its license to such Content as set forth in the then current Content User Policies in perpetuity.

17. **Third Party Claims of Rights Infringement.** ISIS respects the Rights of others, and we ask Institution (and its end users) to do the same. ISIS may, in appropriate circumstances and at its discretion, disable and/or terminate access of Institution (or its end users) who may be repeat infringers. If Institution believes that its work has been copied in a way that constitutes copyright infringement, or its Rights have been otherwise violated, please provide ISIS'S Agent for Notice of Claims the following information:

17.1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

17.2. A description of the copyrighted work or other intellectual property that Institution claims has been infringed;

17.3. A description of where the Content that Institution claims is infringing is located on the Software or Service;

17.4. Institution's address, telephone number, and email address;

17.5. A statement by an officer of Institution that it has a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

17.6. A statement by an officer of Institution, made under penalty of perjury that the above information in Institution's Notice is true and accurate, and that Institution is the copyright or intellectual property owner or authorized to

act on the copyright or intellectual property owner's behalf.

ISIS's Agent for Notice of Claims of copyright or other intellectual property infringement can be reached as follows:

By Mail:

Member Services

ISIS

2600 Eagan Woods Drive Suite 50

Eagan, MN 55121-1170 USA

Fax: +1.651.209.9279

[memberservices@isis.org](mailto:memberservices@isis.org)

18. **Equitable Relief.** Institution acknowledges and agrees that if it breaches the provisions of this Agreement, damages to ISIS would be difficult if not impossible to ascertain. As a result of the immediate and irreparable damage and loss that may be caused to ISIS for which it would have no adequate remedy, in addition to and without limiting any other remedy or right it may have, ISIS shall be entitled to seek an injunction or other equitable relief in any court of competent jurisdiction (without the need of posting a bond) enjoining any such breach. Except as otherwise provided, all rights and remedies contained in the Agreement or provided by law shall be cumulative and no one of them shall be exclusive of any other.
19. **Assignment.** Institution may not assign or transfer the Agreement (or any right herein) without the prior written consent of ISIS. ISIS reserves the right to assign the Agreement. The Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns.
20. **Law and Venue.** The Agreement shall be governed by the laws of the State of New York, without regard to its choice of law rules or the United Nations Convention on Contracts for the International Sale of Goods. Institution hereby consents to the personal jurisdiction and venue of competent state or federal courts residing in the State of Minnesota or State of New York. The prevailing party, if any, shall be entitled to reimbursement of such party's cost and expenses, including reasonable attorney's fees. Institution agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to Membership, the Benefits, Software and/or Services, or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.
21. **Integration.** The Agreement (including the Membership Agreement) constitutes the entire understanding of the Parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the parties regarding the subject matter hereof, whether written or oral, are superseded by the Agreement. Institution agrees that any terms or conditions in a document issued unilaterally by Institution to ISIS regarding Membership, Benefits, Software and/or Services are void and of no force and effect. The headings in the Agreement are solely for convenience and in the event of an ambiguity or question of intent or interpretation arises, the Agreement shall be construed as drafted in English without regard to any translations, and as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of the Agreement.
22. **Waiver; Amendments** No failure of either party to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation hereunder shall constitute a waiver of the rights of such party to demand full and exact compliance with the terms of the Agreement. The Agreement shall not be amended or modified, or any term or condition waived, except by written instrument that has been duly executed by the signature of an authorized representative of each party. Institution is hereby put on notice that any individual purporting to amend or modify this Agreement on behalf of ISIS by conduct manifesting assent or who is not at or above the vice-president level is not authorized to do so.
23. **Judicial Modifications.** THE PARTIES INTEND THAT THE AGREEMENT IS VALID AND SHALL BE ENFORCED AS WRITTEN. In the event any provision of the Agreement that for any reason is held to be invalid, illegal or unenforceable in any respect, it shall be enforced, modified, or replaced by another equivalent provision to the extent necessary to render it valid, legal and enforceable under the circumstances and to the extent consistent with applicable law, while reflecting as closely as possible the original intent of the Parties as expressed or implied therein. If, however, such enforcement, modification or replacement is not permissible under applicable law, then it shall be severed from the Agreement. The invalidity, illegality or unenforceability of the provision, or the enforcement, modification, replacement or severance thereof (as the case may be), shall not affect the validity, legality or enforceability of the other provisions of the Agreement, which shall remain in full force and effect.