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#### 10. General

This Agreement constitutes the entire agreement between the parties and supersedes any prior communication between the parties with respect to the subject matter hereof. The headings used in this Agreement are for convenience only and are not to be considered in construing the terms of this Agreement. Subject to termination under Section 5, this Agreement may be amended only by consent (via mail, email, or fax) of both parties. If ASCE sends notice to the Subscriber of changes in the terms of this Agreement, lack of response by the Subscriber within a thirty (30) day period will be taken as acceptance of the new terms. Subscriber may not make any changes to this Agreement without written consent by ASCE.

The Subscriber must pay any taxes (including but not limited to any applicable Value Added Taxes, Sales Taxes, and Import Taxes) other than taxes on ASCE's net income, arising out of the Subscriber's use of the Licensed Materials and/or the rights granted under this Agreement.

The Subscriber may not assign or transfer its rights under this Agreement. The provisions of Sections 4, 6, 8, 9, and 10, and 12 hereof shall survive any expiration or termination of this Agreement.

This Agreement will be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, applicable to contracts entered into and fully performed in the Commonwealth of Virginia, without regard to the conflict of laws provisions therein. Any action arising out of, or relating to, this Agreement or any of the Licensed Material shall be brought in courts situated in Fairfax County, Virginia, and the parties consent to the jurisdiction of such courts.

**I have read and agree to adhere to and abide by all the terms and conditions stated above, and I certify that I am authorized to sign this Agreement on behalf of the Subscribing Institution identified in Section 1 above.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Please send the completed and signed Agreement to:** American Society of Civil Engineers, Order Fulfillment Department, 1801 Alexander Bell Drive, Reston, VA 20191. Telephone: 1-800-548-2723, 1-703-295-6300. Fax: 1-866-913-6085. Email: [ascelibrary@asce.org](mailto:ascelibrary@asce.org)

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**APPENDIX A**  
**LICENSED MATERIALS CURRENTLY HELD BY YOUR INSTITUTION**

- ASCE 7 Hazard Tool**

## **APPENDIX B**

### **AUTHORIZED USERS TO BE JOINED TO INSTITUTIONAL LICENSE**

The Subscriber will supply to ASCE a list of Authorized Users, or individuals, to be joined as multi-users to the institutional or corporate license. The list will be in Excel format. The Subscriber will be responsible for supplying any updates to the list of Authorized Users. The following fields must be supplied to ASCE:

- First Name (required)
- Last Name (required)
- Email Address (required)
- ASCE Member Status (Y/N) (optional, if known)
- ASCE Member Number (optional, if known)

ASCE requests that Subscriber submit as much information as possible that might link Authorized User to existing ASCE customer identity, including ASCE Membership Status and ASCE Member Number.