CONTENT HOSTING SERVICES AGREEMENT

This Content Hosting Services Agreement, including the Order Form, the Metadata Form, and Exhibit A attached hereto and incorporated by reference herein ("the Agreement"), is entered into as of __________, 2006 (the “Effective Date”) by and between Duke University, a non-profit corporation with offices located at Durham NC 27708 (“Provider”) and Google Inc., a Delaware corporation, and its affiliates (“Google”).

WHEREAS, Google provides storage and hosting services at the direction of content providers that seek to make their content available to end users via the Internet and other forms of distribution;

WHEREAS, Google provides search and advertising-related services where it makes content of Web pages, DVDs, satellite transmissions, television broadcasts, tapes and other sources available to end users worldwide;

WHEREAS, Provider desires that Google store and host certain multi-media content and display all or a portion of such content to end users via Google Services (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, Google and Provider hereby agree as follows:

DEFINITIONS

“Authorized End User” means an End User who has registered and has an Authorized End User Account with Google permitting the End User to purchase and view additional amounts of Provider Content, beyond that made available as a free preview on the Playback Page, Video Search Results Page and/or Google video product home page.

“Authorized End User Account” means the Google account held by an Authorized End User permitting the Authorized End User to purchase and view additional amounts of Provider Content beyond that made available as a free preview on the Playback Page, Video Search Results Page and/or Google video product home page or as an authorized free download.

“End User” means an end user who accesses or uses Google Services.

“Google Services” means Google’s products and services that are accessible through and otherwise provided by various computer and electronic technologies, networks (syndicated and otherwise) and systems, including without limitation, mobile wireless services and Internet-based services accessible through the Google Sites and any Google syndication partner sites.

“Google Site” means any web site located at a Google-owned domain, including all subdomains and directories thereof, and all successor sites thereto.

“Google Video Player” is one or more computer program players made available to End Users which is used or useful in the transmission, performance and/or playback of
multimedia content so that the digital data that embodies the audio or audiovisual recording concerned can be perceived by and communicated to an End User of such computer program when used in conjunction with the aid of a machine or device. The Google Video Player is intended for use by End Users in connection with the transmission, performance and/or playback of Provider Content during each session in which the End User concerned has access to reproductions, performances and/or transmissions of Provider Content made available via Google Services.

"Licensed Territories" means those territories as designated in the Metadata Form.

"Metadata Form" means one or more of the following methods used by Provider to supply necessary information about Provider Content provided or made available to Google from or by Provider pursuant to this Agreement: (i) the form provided by Google for Provider to complete (the form of which is attached hereto and incorporated herein and which when completed by Provider and received by Google shall be incorporated into this Agreement), (ii) an XML feed in accordance with specifications provided by Google or otherwise mutually agreed upon, and/or (iii) any other method specified by Google.

“Playback Pages” is a page or pages where End Users will be able to playback via streaming technology at no cost at least a thirty-second preview of the selected Provider Content and to view more detailed information relating to the Provider Content, and where Authorized End Users will be able to purchase, download and view in the Google Video Player additional, Provider-designated amounts of the selected Provider Content (as set forth in the Metadata Form). Playback Pages will display a link to the Provider Site. Playback Pages may be revised or modified by Google in its sole discretion.

“Provider Content” means the audiovisual content received by or made available to Google from or by Provider as set forth and described in the Metadata Form, and all data and information contained within or provided to Google by Provider in association with such content, including but not limited to all information provided in the Metadata Form, text, images, closed captioning, metadata, and compositions and sound recordings of any music, and any copies that Google makes of any or all of the foregoing. Provider may designate additional content for hosting, indexing and displaying to End Users by providing to Google additional Metadata Forms supplying information about such content (at video-partner@google.com if using a completed form(s) as described in the definition of Metadata Form). Any such added content shall be considered “Provider Content” and subject to the terms and conditions of this Agreement.

“Provider Site” is the Provider web site(s) located at the URL(s) designated in the Metadata Form (and any successor site(s) thereto as provided to Google in a written notice by Provider) to which a link from Playback Pages displaying Provider Content will be provided.

“Video Search Results Page” is a page or pages of still images excerpted from multimedia content that may be paired with, among other things, text excerpts from meta-data and/or closed captioning or transcripts of multimedia content. End Users may be able to view via streaming technology at no cost at least a five (5) second preview of the Provider Content by clicking on a button on the still image. The Video Search Results Page may be revised or modified by Google in its sole discretion.
1. **PARTIES' OBLIGATIONS**

1.1 **Provider Content License.** Provider hereby grants Google a non-exclusive, limited right (but not the obligation) and license to host, cache, route, transmit, store, copy, modify (as described herein), distribute, perform, display, reformat, excerpt, transact the sale of copies of, analyze, create algorithms based on and otherwise use the Provider Content in order to (i) host the Provider Content on Google’s servers; (ii) index the Provider Content (iii) display, perform and distribute the Provider Content, in whole or in part, on the Google video product home page, Video Search Results Pages and Playback Pages (which includes display via the Google Video Player), in connection with Google Services in the Licensed Territories; and (iv) make continuing improvements to Google Services. The foregoing includes all necessary rights to use of the compositions and sound recordings of any music included in the Provider Content in order to host, index, display, perform and distribute the Provider Content, and the right to modify the Provider Content to the extent technically necessary to index and display (in whole or in part) the Provider Content. Provider understands and agrees that Google Services incorporating the Provider Content may be syndicated to Google’s affiliates and syndication partners.

1.2 **Licensed Territories.** Google will use commercially reasonable efforts to restrict access to the Provider Content to End Users whose IP addresses as received by Google are associated with the Licensed Territories. Notwithstanding the foregoing, Google does not guarantee that its efforts to limit or prevent such access will in every instance be effective and Provider understands that in some instances, Provider Content may be accessible by End Users with IP addresses hosted outside of the Licensed Territories. Provider understands and agrees that such access shall not be deemed a breach of this Agreement by Google.

1.3 **Brand Features License.** Provider grants to Google a limited, non-exclusive, worldwide, royalty-free license to use Provider’s trademarks, trade names, name, designs and logos, including all of the foregoing pertaining to the Provider Content (the foregoing being “Brand Features,” and with respect to Provider, “Provider Brand Features”) for use in connection with the Provider Content and in order to fulfill its obligations under this Agreement, and, with prior approval from Provider, for use in presentations, marketing materials, financial reports, press releases and customer lists (which includes, without limitation customer lists posted on Google’s web sites and screen shots of Provider Content contained in Google Services).

1.4 Each Party shall own all right, title and interest, including without limitation, all intellectual property rights, relating to its Brand Features. Except to the limited extent provided in this Agreement, neither party grants, and the other party shall not acquire, any right, title or interest (including, without limitation, any implied license) in or to any Brand Features of the other party. All use by Google of Provider Brand Features (including any goodwill associated therewith) shall inure to the benefit of Provider.

1.5 **Provider Content and Metadata Delivery Obligations.** As further specified in the Metadata Form, Provider shall make available to Google at Provider’s
expense: (i) Provider Content in the format designated in the completed Metadata Form pertaining to the Provider Content and (ii) a completed Metadata Form to Google (at video-partner@google.com if using a form as set forth in the definition of Metadata Form) within thirty (30) days of the Effective Date or within thirty (30) days of any subsequent submission of information as set forth in the Metadata Form and as provided in the definition of Provider Content. Google will be responsible for any shipping or satellite downlink costs required in order for Google to receive the Provider Content on its premises.

2. GOOGLE ADDITIONAL OBLIGATIONS

2.1 Hosting, Serving, Storage, and Indexing. Except as set forth in Section 2.3.2 below and provided that Provider is in compliance with its obligations hereunder, Google shall store Provider Content on servers hosted or controlled by Google, index Provider Content, and host at the direction of Provider Provider Content on the Playback Pages, Video Search Results Pages and Google video product home page as set forth in this Agreement. The Provider Content will be hosted on servers that reside on Google's internal networks and are protected by firewalls. Physical access to these servers will be restricted to Google personnel. Remote access to these servers is also restricted to Google personnel and is allowed only through secure methods.

2.2 Hosting and Storing Costs, Technical Support and End User Requests. Google shall be solely responsible for all costs and fees associated with hosting and storage of the Provider Content as authorized hereunder, except as set forth in Section 1.5 above. Google will respond to End User technical support requests regarding Google Services.

2.3 Withdrawal of Provider Content, Links or Brand Features

2.3.1 Provider may remove any Provider Content from public display in Google Services by logging into upload.video.google.com (or such other URL as Google may designate) and selecting Provider Content that Provider desires to remove from public display. Within two business days after Provider has initiated removal of such selected Provider Content, such Provider Content will no longer be publicly displayed in Google Services. In the event that Provider is unable to initiate such removal or Provider Content is still publicly displayed within two business days after the successful initiation of such removal, Provider may notify Google at video-takedown@google.com. Provider will use best efforts to remove Provider Content by logging into upload.video.google.com prior to notifying Google at video-takedown@google.com. Google shall use commercially reasonable efforts to remove such selected Provider Content from public display within ten (10) days of confirmed receipt of notice to Google at video-takedown@google.com.

2.3.2 While Google does not intend, and does not undertake, to monitor the Provider Content, if Google is notified by Provider or otherwise becomes aware and determines in its sole discretion that (A) the Provider Content or any portion of the Provider Content or the Provider Brand Features: (i) violates the intellectual property rights or any other rights of any third party, (ii) violates any applicable law or is subject to an injunction, (iii) is pornographic, obscene or
2.4 **Advertising.** Provider acknowledges and agrees that Google may serve advertising ("Ads") on any and all Google Services, including but not limited to the Playback Pages, the Video Search Results Pages and within the Google Video Player. Such Ads will appear in the style and format that may be offered by Google and as may be modified from time to time by Google. Google will enable its advertisement filtering technology known as "AdSafe" at the high level which is intended to prevent English language-based sexually explicit Ads from appearing on the Playback Pages displaying Provider Content and in the Google Video Player in conjunction with the display of Provider Content. Google's current advertising policies also restrict other types of objectionable advertisements from appearing on the Playback Pages displaying Provider Content and in the Google Video Player in conjunction with the display of Provider Content. Google's advertising policies may not remove all objectionable material from such advertising. Further, the parties acknowledge and agree that any advertisements that appear in the Provider Content as provided to Google by Provider are not considered “Ads” for the purposes of this Agreement and are not subject to, nor restricted by, Google’s advertising policies or filtering technology.

2.5 **Security Features and Measures.** Google will use commercially reasonable efforts to comply with the Google Standard Security Features and Measures set forth in Exhibit A hereto which are intended to protect and secure the Provider Content.

2.6 **No Modification.** Except as expressly provided herein, Google shall not cut, edit, change, add to, delete from or revise any Provider Content without the express prior written consent of Provider in each instance; provided however, that Provider understands and agrees that Google is permitted under this Agreement to make modifications to the Provider Content in order to index and display (in whole or in part) the Provider Content as provided hereunder, it being understood and agreed that neither the intent to exercise, nor the actual exercise, of such limited right to format by Google, shall materially alter the sequence of scenes, dialogue, artistry or "look and feel" embodied in the subject content.

3. **RESERVATION OF RIGHTS.** Except for the licenses granted hereunder, (i) as between Google and Provider, all rights and ownership in and to the Provider Content and Provider Brand Features shall remain with Provider in accordance with and subject to applicable law, and (ii) as between Google and Provider, all rights and ownership in
and to the Google Services (except for the Provider Content contained in the foregoing), and any Google Brand Features shall remain with Google in accordance with and subject to applicable law.

4. **CONFIDENTIALITY, PRIVILEGE**. Disclosure of confidential and/or proprietary information disclosed hereunder, including the existence and terms of this Agreement and any information provided pursuant to this Agreement, shall be governed by the confidentiality provisions of the Google Mutual Non-Disclosure Agreement which has been executed by the parties prior to or concurrently with this Agreement, with an effective date of August 15, 2005 (the "NDA"). The confidentiality provisions of the NDA are hereby incorporated by reference into this Agreement. Provider shall not issue any public announcement regarding the existence or terms of this Agreement without Google’s prior written approval.

5. **PAYMENT; REPORTS**

5.1 Provider shall receive seventy percent (70%) of the gross revenues, if any, for purchases of Provider Content by Authorized End-Users and based upon the purchase price(s) for Provider Content designated by Provider in the Metadata Form. Provider shall also receive fifty percent (50%) of the gross Ad revenues generated, if any, in connection with the Ads displayed on Playback Pages and/or Ads displayed in conjunction with Provider Content on the Google Video Player. Gross revenues shall be exclusive of those items listed in Section 5.2. Payments to Provider shall be sent by Google within approximately thirty (30) days after the end of any calendar quarter, at a minimum; provided that (i) Provider’s earned balance is $100 or more and (ii) this Agreement has been in effect for at least sixty (60) days in that quarter. If Provider’s earned balance is less than $100 but greater than $1, Google will pay Provider’s earned balance within approximately thirty (30) days following the end of the calendar year or the end of the calendar quarter in which Provider earns a balance of over $100, whichever comes first. In the event that this Agreement is terminated, Google shall pay Provider’s earned balance to Provider within approximately ninety (90) days after the end of the calendar month in which Google recognizes that the Agreement has been terminated, but in no event shall Google make payments for any earned balance less than $10. Payments to Provider shall be made either by check or (if by wire transfer) pursuant to the wire transfer instructions specified on the Order Form. Google reserves the right to retain all other revenues derived from Google Services, including without limitation, from Ads that appear on the Video Search Results Pages. The number of queries, impressions of and clicks on Ads, and purchases of Provider Content, as reported by Google, shall be the number used in calculating payments hereunder, if any.

5.2 **Non-Qualifying Ads and Provider Content Purchases.**

5.2.1 Notwithstanding the foregoing, Google shall not be liable for any payment based on (a) any amounts which result from invalid queries, or invalid clicks on Ads, generated by any person, bot, automated program or similar device, including, without limitation, through any clicks or impressions (i) originating from Provider’s IP addresses or computers under Provider’s control, or (ii) solicited by payment of money, false
representation or request for End Users to click on Ads; (b) Ads delivered to End Users whose browsers have JavaScript disabled; (c) Ads benefiting charitable organizations and other placeholder or transparent Ads that Google may deliver; (d) Google advertisements for its own products and/or services; (e) clicks co-mingled with a significant number of invalid clicks described in (a) above, (f) any purchase of or access to Provider Content through any fraudulent or invalid means, including but not limited to the fraudulent use of credit cards or other means of payment, (g) purchases of Provider Content that are refunded or (h) as a result of any breach of this Agreement by Provider. Google reserves the right to withhold payment or charge back Provider’s account due to any of the foregoing, any breach of this Agreement by Provider, pending Google’s reasonable investigation of any of the foregoing or any breach of this Agreement by Provider, or in the event that an advertiser whose Ads are displayed on Playback Pages or via the Google Video Player in conjunction with the display of Provider Content defaults on payment for such Ads to Google. Provider agrees to cooperate with Google in its investigation of any of the foregoing.

5.2.2 To ensure proper payment, Provider is solely responsible for providing and maintaining accurate contact and payment information associated with its account. For U.S. taxpayers, this information includes without limitation a valid U.S. tax identification number and a fully-completed Form W-9. For non-U.S. taxpayers, this information includes without limitation a fully-completed Form W-8 or other form, which will likely require a valid U.S. tax identification number, as required by the U.S. tax authorities. All payments made in connection with this Agreement are exclusive of taxes imposed by governmental entities of whatever kind and imposed with respect to the transactions for services provided under this Agreement. Any bank fees related to returned or cancelled checks due to a contact or payment information error or omission may be deducted from the newly issued payment.

5.2.3 Provider shall not, and shall not authorize or encourage any third party to directly or indirectly generate queries, impressions of or clicks on any Ad(s) or to purchase or otherwise obtain access to Provider Content through any automated, deceptive, fraudulent or other invalid means, including but not limited to through repeated manual clicks, the use of robots or other automated query tools and/or computer generated search requests, and/or the fraudulent use of other search engine optimization services and/or software or credit cards. Google reserves the right to investigate, at its own discretion, any activity that may violate this Agreement, including but not limited to any use of a software application to access Ads or any engagement in any activity prohibited by this Agreement.

5.3 Provider agrees to pay all applicable taxes or charges imposed by any government entity in connection with its rights and obligations under this Agreement.
5.4 Within thirty (30) days of the end of each month, Google shall provide Provider with usage reports in the form generally made available to providers at that time.

6. **REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants that it has full power and authority to enter into the Agreement and that upon execution and delivery hereof, this Agreement shall constitute the valid and binding obligations of the party. Provider represents and warrants (i) it has and will maintain throughout the Term all rights, authorizations and licenses that are required in order for it to fully perform its obligations hereunder, to grant the rights and licenses granted herein and for Google to use the Provider Content as permitted herein and (ii) the Provider Content, the Provider Brand Features and Google’s authorized use thereof do not infringe any third party right, including but not limited to rights arising from contracts between Provider and third parties, copyright, trademark, trade secret, moral rights, privacy rights, rights of publicity, or any other intellectual property or proprietary rights. The termination right set forth in Section 10.2 and the Provider Indemnity set forth in Section 8.1 shall be Google’s sole remedy in the event of a breach by Provider of its representations and warranties in Sections (i) and (ii) of this paragraph 6.

7. **DISCLAIMER OF WARRANTY.** THE PARTIES MAKE NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT. THE PARTIES DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO (i) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT (ii) WARRANTIES AS TO THE QUALITY OR PERFORMANCE OF THE MATERIALS, INFORMATION, GOODS, SERVICES, TECHNOLOGY AND/OR CONTENT PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE DELIVERY OR AVAILABILITY OF ANY ADVERTISEMENTS, AND ANY LIMITATIONS ON END USER ACCESS TO OR USE OF PROVIDER CONTENT; AND (iii) WARRANTIES AS TO THE PERFORMANCE OF COMPUTERS, NETWORKS OR ADS. GOOGLE MAKES NO WARRANTY THAT GOOGLE SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE OR THAT THE RESULTS OR INFORMATION OBTAINED FROM USE OF GOOGLE SERVICES WILL BE ACCurate OR RELIable.

8. **INDEMNIFICATION.**

8.1 **Provider Indemnity.** Provider shall indemnify, defend and hold harmless Google and its affiliates and syndication partners, and any of their respective directors, officers, employees, agents, contractors and licensees from and against any and all claims, demands, causes of action, debt or liability, including reasonable attorneys fees (“Losses”) incurred in connection with any third party claim based upon or otherwise arising out of (i) Google’s authorized use of any Provider Content, Provider Brand Features or any other materials made available by Provider to Google under this Agreement; (ii) a claim alleging facts that would constitute a breach of Provider’s representations and warranties in Section 6(i) or 6(ii); (iii) a claim that the Provider Content is or contains any content that is defamatory, obscene, or otherwise illegal; and/or (iv) a claim that Provider Site (including products and services therein) violates or encourages violation of any applicable laws.
8.2 **Google Indemnity.** Google shall indemnify and defend Provider and its affiliates and its and their directors, officers, employees, and agents from and against any and all Losses arising from any third-party claim that Provider’s authorized use of any Google Brand Feature, or Google’s technology used to provide the Google Services infringes any United States trademark, copyright or trade secret of such third party. Notwithstanding the foregoing, in no event shall Google have any obligations or liability under this Section 8.2 arising from any content, technology, information or data provided or made available to Google by Provider, end users, or any third parties.

8.3 **Procedure.** The obligation to indemnify will be contingent upon the indemnified party: (i) providing the indemnifying party with prompt written notice for any claim for which indemnification is sought, (ii) cooperating fully with the indemnifying party, and (iii) allowing the indemnifying party to control the defense and settlement of such claim (provided the indemnifying party will not settle or resolve any such claim in a manner that imposes any liability or obligation on the indemnified party or affects the indemnified party’s rights in connection therewith without the advance written approval of the indemnified party, which will not be unreasonably withheld or delayed). The indemnified party may, at its own expense, assist in the defense if it so chooses. The indemnified party may, at any point in time, take over control of the defense, and, beginning at such time, the indemnifying party shall no longer have a continuing obligation to indemnify pursuant to this section.

9. **LIMITATION OF LIABILITY** EXCEPT FOR (I) AMOUNTS PAYABLE TO THIRD PARTIES PURSUANT TO THE PARTIES’ INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, AND (II) BREACHES OF CONFIDENTIALITY UNDER SECTION 4: (x) NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR PENALTIES INCLUDING, BUT NOT LIMITED TO, LOSSES OF BUSINESS, REVENUE OR ANTICIPATED PROFITS AND (y) IN NO EVENT SHALL EITHER PARTY’S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE NET AMOUNT SUCH PARTY HAS ACTUALLY RECEIVED AND RETAINED (AFTER ACCOUNTING FOR ALL DEDUCTIONS, AND OTHER OFFSETS PROVIDED FOR UNDER THE AGREEMENT) DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ARISES. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF THE CAUSE OF ACTION UNDER WHICH SUCH DAMAGES ARE SOUGHT, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, WHETHER OR NOT THE PARTIES WERE OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, PROVIDED THAT THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY TO ANY ACTS OR OMISSIONS BY GOOGLE CONSTITUTING WILLFUL MISCONDUCT IN CONNECTION WITH A MATERIAL BREACH OF SECTION 1.1 ABOVE. The parties agree that (i) the mutual agreements made in this Section reflect a reasonable allocation of risk and (ii) that each party would not enter into the Agreement without these limitations on liability.
10. **TERM AND TERMINATION.**

10.1 **Term.** This Agreement will commence on the Effective Date and shall continue thereafter for a period of one (1) year unless terminated earlier as provided for in this Agreement (the “Initial Term”). This Agreement will automatically renew for additional one year terms unless either party gives at least thirty (30) days written notice prior to the end of the then-current term of its intent not to renew (the Initial Term and all renewal terms, collectively, the “Term”).

10.2 **Termination.** Either party may terminate this Agreement: (a) immediately upon written notice to the other party if (i) the other party files a petition for bankruptcy, becomes insolvent, or makes an assignment for the benefit of its creditors, or a receiver is appointed for the other party or its business, or (ii) the other party breaches Section 4 of this Agreement (Confidentiality); or (b) with thirty (30) days prior written notice for any other breach, if such breach is not cured within the notice period. Google may terminate this Agreement immediately upon written notice to Provider if Provider breaches its representations and warranties in Section 6(i) or 6(ii) of this Agreement. Either party may terminate this Agreement for convenience with thirty (30) days prior written notice. Upon any termination of this Agreement, Google shall use commercially reasonable efforts to cease display of Provider Content to End Users within thirty (30) days of the effective date of termination.

11. **GENERAL**

11.1 **Assignment.** Neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, which shall not unreasonably be withheld; provided, however, that Google may assign this Agreement, in whole or in part, without consent to an affiliate. Any attempted assignment, delegation or transfer in derogation hereof shall be null and void. This Agreement shall be binding upon the successors and permitted assigns of both parties.

11.2 **Notices.** Unless provided for to the contrary in this Agreement, any and all notices or other communications or deliveries required or permitted to be made under this Agreement shall be in English and in writing and (a) if sent to Google to: Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA, 94043, with a copy to Attn: Legal Department at the same address and (b) if sent to Provider to the address set forth in the Order Form. Notice will be deemed given (i) upon receipt when delivered personally or by overnight courier (signature required upon receipt), (ii) upon verification of receipt of registered or certified mail or (iii) upon verification of receipt via facsimile, provided that such notice is also sent simultaneously via first class mail. Contact information shall be updated in writing as necessary to ensure that each party has current information regarding all such contacts.

11.3 **Miscellaneous.** The parties hereto are and shall remain independent contractors, and nothing herein shall be deemed to create an agency, partnership, or joint venture between the parties hereto. This Agreement does not affect any right that either party would have had, or shall have, independent of the Agreement including but not limited to rights under the U.S. Copyright Act.
or analogous laws in other jurisdictions. Neither party shall be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet or other network disturbances. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and remain enforceable between the parties. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches. This Agreement supersedes any other prior or collateral agreements, whether oral or written, with respect to the subject matter hereof. This Agreement sets forth the entire understanding and agreement between the parties and, except as otherwise set forth herein, may be amended only in a writing signed by both parties. This Agreement shall be construed as if jointly drafted by the parties. The parties agree that this Agreement has been entered into in California and will be performed in California. The Order Form and any exhibits and attachments to this Agreement are hereby made a part of and incorporated by reference herein. This Agreement may be executed in one or more counterparts and delivered by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The provisions of Sections 1.4, 3, 4, 7, 8, 9, and 11 shall survive any expiration or termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the later date indicated below.

Google Inc.                          Duke University

BY: ______________________________  BY: ______________________________
NAME: ___________________________  NAME: ___________________________
TITLE: ___________________________  TITLE: ___________________________
DATE: ___________________________  DATE: ___________________________
Exhibit A

Google Standard Security Features and Measures

Security Features

Encryption: The Provider Content available for download and purchase is encrypted at all times except when it is being viewed in an Authorized End User's Google Video Player.

Watermarking: An Authorized End User identification code is embedded into Provider Content video files each time an Authorized End User purchases and downloads such Provider Content. The identification code associates those particular Provider Content video files with the Authorized End User Account of the Authorized End User who purchased and downloaded them.

File Sharing Deterrents: Video files comprising Provider Content are specifically associated with the particular Google Video Player of an Authorized End User.

Security Measures

Compliance Monitoring. If Google becomes aware that any Security Features have been circumvented (a “Security Flaw”), Google and Provider shall immediately discuss an appropriate course of action, taking into account, at a minimum, the severity of the Security Flaw, the scope of any commercial impact upon Provider resulting from the exploitation of the Security Flaw, the likelihood of repeated circumvention, the risk to any intellectual property rights of Provider and the cost to Google of addressing the Security Flaw.
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**Effective Date:**

**Initial Term:**

This Order Form shall be governed by and is incorporated by reference into the Content Hosting Services Agreement between Google and Provider ("CHSA"). All capitalized terms used herein shall have the meanings stated in the CHSA, unless stated otherwise.
Form of Metadata Form