



Local Contexts

Subscriber Summary

This Local Contexts Subscriber Summary is entered into by and between Local Contexts, a Navajo Nation nonstock corporation located at [Address] (“Local Contexts”), and [SUBSCRIBER NAME], a [NON-PROFIT | GOVERNMENT | COMMERCIAL] entity located at [Address] (“Subscriber”), as of the Agreement Date (as defined below). In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Local Contexts and the Subscriber (each a “Party” and together the “Parties”) hereby agree to the terms, conditions and obligations set forth below and in the Local Contexts Subscriber Agreement, which is attached hereto and incorporated herein by reference. **Capitalized terms not defined elsewhere are defined in the Local Contexts [Terms and Conditions of Use](#)** (which is incorporated herein by reference). **This Local Contexts Subscriber Summary; the Local Contexts Subscriber Agreement; and the referenced Privacy Policy, Dispute Procedures, and Terms and Conditions of Use are collectively, the “Agreement” and constitute the entire agreement of the Parties regarding the subject matter hereof.**

	Subscriber Main Contact and Authorized Signatory	Subscriber Administrator	Subscriber Editor(s)
Name			
Title			
Email			
Phone			

The Main Contact indicated by Subscriber shall be the person who (i) represents Subscriber for purposes of notice under this Agreement and Local Context’s bylaws, and (ii) otherwise acts on behalf of Subscriber hereunder and under the bylaws.

Local Contexts Main Contact:

Name, Title, [Local Contexts mailing address], subscriptions@localcontexts.org

Initial Term: [DD/MM/YYYY (“Effective Date”) through [DD/MM/YYYY]

Use of Trademark:

Local Contexts is a community-based initiative and, as such, is eager to promote the participation of its Subscribers. To that end, if the “Agree” box is checked below, Local Contexts may, during the Initial Term and any Renewal Term, use Subscriber’s name and logo for the limited purposes of indicating that Local Contexts and Subscriber have entered into this Agreement, to identify Subscriber as a Subscriber of Local Contexts, and to share any public links Subscriber creates from its website to the Local Contexts website.

- Agree
 Disagree

Payment Terms:

The standard fee of US\$5,000 is subject to entity type and size adjustments, as follows:

(i) Entity type:

Indigenous: 50% discount from standard fee. *Subscriber must have entered into a Member Agreement to qualify for this rate.*

(ii) Entity size:

Large organization: Fee is twice the standard fee. *Subscriber represents and warrants that its revenue in the prior fiscal year was more than US\$20,000,000.*

Medium organization: Fee is discounted 75% off of the standard fee for the entity type selected above. *Subscriber represents and warrants that its expense budget in the prior fiscal year was less than US\$500,000 and more than US\$200,000.*

Small organization: Fee is discounted 90% off of the standard fee for the entity type selected above. *Subscriber represents and warrants that its expense budget in the prior fiscal year was less than US\$200,000.*

(iii) Notification fee: For those Subscribers issuing Notifications, there is an additional volume-based fee to support Members in responding. These fees will be calculated and applied upon renewal.

- Less than 100 Notifications per year: US\$1,000
- Between 100-499 Notifications per year: US\$2,000
- Between 500-1000 Notifications per year: US\$3,000
- More than 1000 Notifications per year: US\$5,000



This Local Contexts Subscriber Summary and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement.

IN WITNESS WHEREOF, the Parties have caused this Local Contexts Subscriber Summary to be executed by a duly authorized representative.

Subscriber NAME

LOCAL CONTEXTS, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email address: _____

Email address: _____

Date: _____

Date: _____



Local Contexts Subscriber Agreement

This is the Local Contexts Subscriber Agreement referenced in the Local Contexts Subscriber Summary between Local Contexts and [SUBSCRIBER] and is an integral part thereof. Terms not defined in the Local Contexts Subscriber Summary or herein are defined in **the Terms and Conditions of Use**.

1. Grant of Subscriber Benefits

Subscriber shall have the Subscriber Benefits available, which shall include at a minimum those benefits set forth in this Article 1. Subscriber Benefits may be added and amended from time to time by Local Contexts beyond those set forth in this Article 1, and current Subscriber Benefits shall appear on the Local Contexts website. All Subscriber Benefits are subject to the terms and conditions of this Agreement. The Subscriber Benefits set forth in **Section 1.1** and the other Subscriber Benefits shall remain in effect for the Initial Term (or the relevant Renewal Term) of the Agreement set forth in Local Contexts Subscriber Summary, unless earlier terminated under **Article 3** or restricted by the **Terms and Conditions of Use**.

1.1 Subscriber Benefits

As of the Effective Date, and subject to timely updating of Subscriber contact information, Local Contexts grants to Subscriber a non-transferable Subscription to (i) use the Local Contexts Hub to create Projects, apply and download Notices, and issue Notifications, and (ii) use the Subscriber API Credential(s) to access the Subscriber APIs, read and Use Labels, create Projects, and issue Notifications subject to this Agreement. All rights not expressly granted herein are reserved by Local Contexts. Nothing herein shall require Subscriber to exercise any of the Subscriber Benefits.

1.2 Hub Registration

Subscriber shall have the ability to register an Institution Account on the Hub, for the purposes of creating and participating in Projects, applying Notices, and issuing Notifications. Subscriber shall be responsible for appointing an Institution Account Administrator(s), Editor(s), and Viewer(s), ensuring each has a Hub Individual User Profile Account, inviting them into the Institution Account, managing permissions, and ensuring contact information for the Institution Account Administrator is up-to-date on at least an annual basis. Subscriber shall manage Institution Account signatories and approval processes as required by the Hub from time to time.

1.3 Notices

Subscribers shall have access to all Notice types and associated metadata, and may apply Notices to Projects to support the recognition of Indigenous interests in collections and data.

1.4 Labels

Subscriber shall have access only to those Labels that have been applied to a Project, and for these Labels Subscriber shall have Viewer privileges and may access and Use the Labels only in reference to the contents of the Project to express local and specific conditions for sharing and engaging in future research and relationships in ways that are consistent with already existing community rules, governance, and protocols for using, sharing, and circulating knowledge and data.

1.5 Projects

Subscriber may use their Institution Account to (i) apply Notices to and (ii) issue Notifications on Projects they have created and Projects shared with their Institution Account from Institution and Researcher Accounts. Subscriber Administrator and Editor(s) shall have the ability to apply Notices to Projects, as per the following:

(i) Subscribers shall use the Local Contexts Hub to apply Notices, create and edit Projects, and issue Notifications, including creating an Institution Account, appointing Subscriber Administrator(s), and regularly reviewing their Institution Account contacts and consents.

(ii) Subscriber Administrators are responsible for inviting and managing Subscriber Editor(s) and Subscriber Viewer(s) to the Subscriber's Institution Account.

(iii) Subscribers may issue Project Notifications to Members, subject to community norms and usage fees that may be applied by Local Contexts. All Notifications should be preceded by genuine engagement with the Member regarding Member's interests in the Project.

(iv) Subscriber Editor(s) shall only apply the type and scope of Notices and issue Notifications for which it has consent from a Subscriber Administrator.

(iv) Subscriber shall ensure that the Notice data it provides are true and correct to the best of its knowledge at the time it is provided. If Subscriber later becomes aware that any of its Notice data are inaccurate, Subscriber shall correct the data or inform the relevant Project and Local Contexts. Except for this obligation to correct inaccurate Notice data, Subscriber is under no obligation to update Notice data.

1.6 Data Searching, Downloads and Alerts

Subscriber shall have access to the Subscriber APIs to query the Local Contexts Hub and download Project data. Subscriber shall have access to a periodic data file containing Project usage data.

1.7 Training and Technical Support

Subscriber shall have access to training and technical support which must be coordinated through the Subscriber Administrator set forth in the Local Contexts Subscriber Summary.

1.8 Use of Local Contexts Trademarks

Subscriber is encouraged to use Local Contexts's name, logo, and other trademarks (the "Marks") to announce its use of the Local Contexts Hub and its status as a Subscriber, provided that Licensee correctly identifies the Marks as a trademark under US and other laws if requested by Local Contexts. **(See Trademark Policy on the Local Contexts website.)**

Subscriber may not use the Marks in any way likely to cause confusion as to the origin of Local Contexts goods or services or to suggest endorsement by Local Contexts, except as specifically approved by Local Contexts in writing.

2. Fees

Subscriber shall make payments to Local Contexts, under the terms set forth in the Local Contexts Subscriber Summary. Local Contexts reserves the right to charge additional fees for any additional Subscriber Benefits that become available and that Subscriber elects to license during the Initial Term (or Renewal Term). Subscriber shall be solely responsible for all costs associated with its hardware and the network connections from the hardware to the Internet as it deems necessary to provide its access to and use of the Local Contexts Hub and Subscriber APIs and Subscriber Benefits. Subscriber shall be solely responsible for sales, use, or other taxes or other costs and fees relating to Subscriber's use of the Subscriber API Credential(s), the Local Contexts Hub, and the Subscriber Benefits.

3. Term and Termination

3.1 Term/Renewal Term

This Agreement shall continue in effect for the period set forth in the Local Contexts Subscriber Summary. Each Renewal Term shall be one year and shall commence the first day following the end the Initial Term or a Renewal Term (unless otherwise set forth in a renewal invoice from Local Contexts). A renewal shall not require signature of the Parties, and shall be deemed to have occurred if Subscriber logs into its Institution Account and approves or updates its Signatory and Administrator contact information and remits its annual subscription fee.

3.2 Termination without Cause

Local Contexts shall have the right to terminate this Agreement at the end of the Initial Term or any Renewal Term by providing at least 60 days' notice prior to the end of the term. Subscriber may terminate this Agreement at any time; however, Local Contexts requests that Subscriber provides Local Contexts with 60 days' advance notice.

3.3 Termination for Breach

In the event that either Party believes that the other Party has materially breached any obligations, representations, or warranties under this Agreement, such Party shall so notify the breaching Party in writing. The breaching Party will have ten (10) days from the receipt of such notice to cure the alleged breach and to notify in writing the non-breaching party that such cure has been effected. If the breach is not cured within the 10-day period, the non-breaching party shall have the right to terminate the Agreement immediately upon written notice. Nothing in this **Section 3.3** shall limit Local Contexts's rights under the Terms and Conditions of Use.

3.4 Effect of Termination

Upon the termination or expiration of this Agreement, whichever comes first, Subscriber's access to the Subscriber API Credential(s), Subscriber APIs, and Subscriber Benefits shall be immediately terminated. To the extent that Subscriber has deposited/edited any Notice, Notification, or Project Data, such data will remain in the Local Contexts Hub unless removed by the Subscriber before termination, or by Local Contexts pursuant to the Terms and Conditions of Use. Notwithstanding the foregoing, Subscriber shall have the ability to correct any information it discovers is incorrect after termination by informing Local Contexts, and Local Contexts shall seek to promptly correct the inaccuracy through its Dispute Procedures.

3.5 Survival

The provisions of Section 3.4 (Effect of Termination), Section 3.5 (Survival), and Section 4 (Miscellaneous) shall survive any termination or expiration of this Agreement and continue in effect.

4. Miscellaneous

4.1. Authority

Each Party represents and warrants that it has the authority to enter into this Agreement. Each Party further represents and warrants that it has caused the Local Contexts Subscriber Summary to be executed by a duly authorized representative.

4.2 Entirety of the Agreement

The terms and conditions of this Agreement, including all terms incorporated by reference, shall supersede all prior oral and written agreements between the Parties with respect to the subject matter of this Agreement and shall constitute the entire Agreement between the Parties with respect to its subject matter. If the Parties have entered into Standard Contractual Clauses related to the transfer and processing of personal data, such clauses shall be an integral part of the agreement as well.

4.3 Agreement Modifications

To account for the evolution of Local Contexts and its sustainability and to operate in compliance with the laws in multiple jurisdictions, Local Contexts reserves the right to modify this Agreement, provided that (i) no such modification will be retroactive; and (ii) Local Contexts will provide Subscriber with 60 days' advance written notice of any such modifications.

Continued acceptance of the terms and conditions of this Agreement is a condition of the Subscriber Benefits and the Subscribers granted hereunder. If Subscriber objects to any such modifications, Subscriber may terminate this Agreement (effective as of the effective date of such modifications) by providing written notice to Local Contexts prior to the effective date. Except as set forth in this Section 9.2, and elsewhere herein (e.g., the Privacy Policy, the Local Contexts Dispute Procedures, increases in the Subscriber Benefits, and updates to contact information), all amendments to this Agreement must be made in writing and signed by both Parties.

4.4 Agreement Notices

All notices required or given pursuant to this Agreement or Local Contexts's bylaws shall be in writing in English and shall be effective if sent as follows: (i) by internationally recognized courier (e.g., FedEx, DHL), or (ii) by electronic notice. Notice shall be deemed given and received on the next business day following the scheduled delivery date for courier and the next business day following the date sent for electronic mail. Notice shall be addressed and delivered to the Main Contact set forth in the Local Contexts Subscriber Summary, which Subscriber shall keep up to date. Either Party may from time to time change the name and contact information of the Main Contact by notice to the other Party.

4.5 Disputes/Governing Law

This Agreement shall be interpreted under and governed by the laws of the Navajo Nation, excluding any laws that might direct the application of the laws of another jurisdiction. The Parties expressly exclude, if applicable, the application of the United Nations Convention on Contracts for the International Sale of Goods. Except for disputes described in the Terms and Conditions of Use which shall be governed by the Local Contexts Dispute Procedures, if the Parties cannot resolve disputes arising out of or relating to this Agreement in an amicable manner, they shall do so through a desk arbitration administered by the American Arbitration

Association in the case of domestic disputes and the International Centre for Dispute Resolution of the American Arbitration Association in the case of international disputes (either, the “AAA”) governed by its applicable rules, as modified by the following: (i) regardless of the controversy, the matter shall be determined by one arbitrator familiar with the information technology sector based upon written submissions in English and one or more telephonic hearings in English (as determined by the arbitrator); (ii) the Parties shall submit documents pertaining to the arbitration consistent with AAA rules and as directed by the arbitrator; and (iii) the arbitrator shall render a final binding decision 14 days after the arbitrator declares the hearing closed. The Parties agree that a judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Notwithstanding the foregoing, either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction in Navajo Nation or United States (and the Parties consent to such jurisdiction) injunctive or any other type of equitable relief that is necessary to protect the rights or property of that Party, pending arbitration or final determination of the merits of the controversy via arbitration. Subscriber acknowledges that unauthorized use of the Local Contexts Hub or APIs would cause Local Contexts irreparable harm.

4.6 Limitation on Assignment

Except as expressly set forth in this Agreement, neither Party may assign, subcontract, or sublicense (collectively, “transfer”) its rights and obligations under this Agreement in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld, and any delegation or transfer to the contrary shall be null and void; provided, however, that such transfer (including, without limitation, a transfer by Local Contexts of the Local Contexts Hub) in the event of a merger, dissolution, or other corporate restructuring shall be permissible without prior consent, provided that (a) the transferee agrees to be bound by the terms of this Agreement, (b) written notice is provided to the other Party, and (c) in the case of transfer by Local Contexts, such transferee is a non-profit entity capable of fulfilling Local Contexts’s obligations hereunder and is consistent with Local Contexts’s obligations under its Privacy Policy.

4.7 No Agency, Joint Venture or Partnership

Nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the Parties.

4.8 No Third Party Beneficiaries

This Agreement has been executed for the sole benefit of the Parties that are signatories to the Local Contexts Subscriber Summary and is not intended for the benefit of any third party, regardless of any laws to the contrary.

4.9 Waiver or Invalidity of any Provision

Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. If any provision(s) of this Agreement is/are held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

4.10 Force Majeure

No Party shall be in breach of this Agreement to the extent a failure to perform an obligation hereunder results from a condition(s) that is beyond the Party's reasonable control, including, but not limited to, strikes, labor disputes, terrorist acts, or governmental requirements.

4.11 Ethical Behavior

Each Party represents and warrants that it has not and shall not, nor to its knowledge has or will any person acting on its behalf, act in violation of applicable anti-bribery and -corruption laws in effect in its jurisdiction(s) of operation or its own internal policies related to such matters. Notwithstanding any other provision of this Agreement, any breach by either Party of this Section 9.10 may be regarded by the other Party as incapable of remedy and permitting the nonbreaching Party, without prejudice to its other rights and remedies, to terminate this Agreement immediately upon notice.

4.12 Drafting

This Agreement shall not be construed or interpreted against either Party as the drafter.