Adventures in Librarianship: Spite License

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Adventures in Librarianship — 
SPITE LICENSE

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The paper and adhesive combination formally offered by Stick-It Notes is proprietary. Stick-It Notes offers its use to the licensee on the terms set out below.

In consideration of the mutual promises contained herein, the fees to be paid in connection therewith, and other good and valuable considerations, the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1.0 Definitions

1.1 “Sheet” refers to a single piece removed from a Stick-It Notes “pad.” A “sheet” does not become a “sheet” unless it is segregated from its companion sheets. Until such action is taken by the licensee, the conglomeration shall be known simply as the “pad.”

1.2 “Text” refers to data supplied by the product user, inscribed on a “sheet.” Text can be “language oriented,” as in “Hi!” or “Call Betty,” or it can be a “non-language entity,” such as an arrow or a smiley face.

2.0 The License Granted

2.1 On receipt by Stick-It Notes of the license fee specified, Stick-It Notes grants to Licensee a non-exclusive, non-transferable license to use Stick-It Note pads in the specified manner. Accepting that the licensee may provide text to sheets of Stick-It Notes, and may in fact “stick” those notes wherever it pleases the licensee, the license may be revoked if licensee provides text to those sheets that violates good taste or “sticks” a sheet in a position deemed flagrantly offensive.

2.2 Sheets should not be used by minors, the elderly, or members of the longshoremen’s union.

3.0 New Releases

3.1 Licensee will be informed of new releases of Stick-It Notes. Licensee will return all unused sheets and pads from the previous version and will receive replacements from the new release. Stick-It Notes is not responsible for the successful migration of data from the old release to the new.

3.2 An untrained representative from Stick-It Notes will be dispatched to the licensee for on-site training.

3.3 Stick-It Notes will maintain a fee-for-service help desk for questions regarding the new release.

4.0 Term

4.1 The term of this License Agreement shall be perpetual unless the License Agreement is terminated pursuant to the terms and conditions hereof, or until such time as the licensee runs out of pads.

5.0 Disclaimer of Warranties and Limitation of Liability

5.1 The only warranty made by Stick-It Notes with respect to the product is that the original physical media shall be free of defects in material and workmanship for a period of sixty days after delivery. Stick-It Notes is not responsible for whatever threats, innuendo, or incorrect phone numbers may be provided as text by the licensee.

6.0 General Provisions

6.1 Any exhibitis hereto, if any, are incorporated in this License Agreement to the same extent.

6.2 If provision 6.1 (above) is unclear, it shall be thoroughly disregarded by Stick-It Notes and Licensee.

7.0 Pricing

7.1 Pricing shall be determined using the standard “exasperation formula” whereby the number of copies is multiplied by the square root of the numeric birth date of the licensee, then further multiplied by a random number to be determined by Stick-It Notes.

7.2 If the price determined by provision 7.1 does not prove favorable to Stick-It Notes, pricing will be determined jointly by Stick-It Notes and licensee using the “dice” method.

7.3 The “dice” mentioned in provision 7.2 will be provided by Stick-It Notes from its stock of special “price determination” dice.

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