

SLEEP
Official Journal of the Associated Professional Sleep Societies, LLC
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3.5 In the event of a breach of this Agreement by the Subscriber, the Subscriber agrees to indemnify and hold the Publisher harmless from and against any and all claims, liabilities, damages, expenses, losses and threatened losses arising from, or in connection with that breach, including without limitation, claims of unauthorized use.

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4.2 The Subscriber may not make any changes to this Agreement without written consent by the Publisher. The Publisher may make changes to this Agreement at any time, and the Publisher will make reasonable attempts to notify the Subscriber of these changes. Lack of response by the Subscriber within thirty (30) days of notification by the Publisher of changes will be taken as acceptance of the new terms.

4.3 The Subscriber shall not assign or transfer its rights under this Agreement.

4.4 If rights in all or any part of Publisher material are assigned to another publisher, the Publisher shall use its best efforts to ensure that terms and conditions of this Agreement are maintained.

4.5 Neither party's delay or failure to perform any provision of this Agreement, as a result of circumstances beyond its control (including without limitation, war, strikes, floods, governmental restrictions, power, telecommunication or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

4.6 The invalidity or unenforceability of any provision of this Agreement will not affect the continuation or enforceability of the remainder of this Agreement.

4.7 This Agreement will be governed by the laws of the State of Illinois applicable to agreements entered into and fully performed in the State of Illinois. Any action arising out of or related to this Agreement may be brought in courts situated in Illinois, and the parties consent to the jurisdiction of such courts, provided that the Subscriber shall not be bound to this paragraph if compliance would violate any existing law, regulations, by-laws, articles of incorporation, or other governing instrument.