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Developing and Using Effective Technology Contract Templates for In-house Counsel

Presented by:
New to In-house Committee
Womble Carlyle Sandridge & Rice PLLC
Association of Corporate Counsel
www.acc.com

Presenters

- **Moderator, Ann Nolan**, Associate General Counsel, IDEXX Laboratories
- **Sanjay Beri**, Member, Womble Carlyle Sandridge & Rice PLLC, Technology Transactions Attorney, Northern Virginia
- **Todd Harris**, Member, Womble Carlyle Sandridge & Rice PLLC, Technology Transactions Attorney, Northern Virginia

Goals

- Benefits of technology contract templates and forms
- Process for developing technology agreement templates
- Review common template categories
- Procedures for implementing templates

Goals (cont'd)

- Reviewing allocations of risk
- Strategic decisions in contract implementation
- Utilizing outside counsel to create, improve upon and negotiate contract templates

Overarching Goal

Being an “instrument of commerce” as opposed to an
“obstacle to commerce”!

The Economic Case for Creating Customized Contract Template Libraries

- Advantages of using properly implemented contract templates:
 - Predictability of terms
 - Streamlining the sales process
 - Cutting costs of legal review
 - Controlling economic risk of transactions
 - Simplifying contract administration

Development of Contract Templates

- Process
 - Identify the purpose of the template agreements
 - Review records as to regular transactions in which your company or organization engages
 - Gather information on significant pain points
 - Take note of recurring points of negotiation
 - Consider whether your client/customer base would accept pre-packaged template

Development of Contract Templates

- Pitfalls to avoid when implementing contract templates
 - Expending energy on developing forms that do not apply to a large volume of contracts
 - Forgetting that one size does not fit all
 - Doing too much in one agreement
 - Inflexible templates
 - Failing to keep forms refreshed and updated

Development of Contract Templates

- Identify stakeholders and necessary contributors
 - Keep in mind who will be using the template
 - Sales team?
 - Procurement department?
 - Others?
 - Seek input from the necessary stakeholders
 - Inform team of desired benefits
 - Seek questions on optics (remember, format and length often matter to other stake holders)

Development of Contract Templates

- Keep your forms current
 - Maintain a record and regularly review recurring pain points in your current forms
 - Periodically, check with those parties administering use of the form to determine what is and is not working with the current form
 - Regularly keep track of legal changes and how they might impact contract terms (for example, differences in privacy regulations or enforcement mechanisms)

Common Template Categories

- Confidentiality and Information Protection Agreements
 - Non-disclosure agreements (NDAs)
 - Material Transfer Agreements (MTAs)
- Pure Intellectual Property License Agreements
 - Patent licenses
 - Trademark licenses

Common Template Categories

- Product Commercialization (e.g., software licensing, hosted services, service level arrangements)
 - End User License Agreements (EULAs)
 - Software-as-a-Service (SaaS) agreements
 - Service Level Agreements (SLAs)
 - Maintenance Agreements
- Procurement Forms
 - Purchase Terms and Conditions

Common Template Categories

- Distribution Channel Agreements
 - Reseller Agreements
 - Referral/Sales Agent Agreements
 - Original Equipment Manufacturer (OEM) Agreements
- Professional Services Forms
 - Independent Consulting Agreements
 - Development Agreements

TECHNOLOGY LICENSE AGREEMENT

This TECHNOLOGY LICENSE AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 200__ (the "Effective Date") by and between _____ Company, Inc., a _____ corporation with its principal place of business at _____ ("Licensor"), and _____, a _____ corporation with its principal place of business at _____ ("Licensee"). (Each of Licensor and Licensee a "Party", and collectively, the "Parties")

RECITALS

WHEREAS, Licensor holds all Intellectual Property Rights (as defined below) to certain Technology (as defined below); and

WHEREAS, Licensee desires to license such Technology [in order to commercialize such Technology through the deployment of products, services, or other offerings using methods, systems and processes covered by the Intellectual Property Rights][PLEASE CONFIRM THIS DESCRIPTION IS ACCURATE]; and

WHEREAS, Licensee desires to obtain from Licensor, and Licensor desires to grant to Licensee, a license for Licensee's use of the Technology;

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and obligations contained herein below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. INCORPORATION OF RECITALS. The foregoing Recitals are incorporated herein as a part of this Agreement. Each of the Parties hereto agrees that the Recitals are true and accurate in all material respects.

2. DEFINITIONS.

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

2.1. "Confidential Information" shall have the meaning given to it by Section Error! Reference source not found. below.

2.2. "Intellectual Property Rights" are the exclusive rights held by the owner of a copyright, patent, trademark, or trade secret, including (a) the rights to copy, public perform, public display, distribute, adapt, translate, modify and create derivative works of copyrighted subject matter; (b) the rights to use, make, have made, sell, offer to sell, and import patented subject matter and to practice patented methods, (c) the rights to use and display any marks in association with businesses, products or services as an indication of ownership, origin, affiliation, or sponsorship; and (d) the rights to apply for any of the foregoing rights, and all

[VENDOR, INC]
**APPLICATION SERVICES DISTRIBUTION AGREEMENT
TERMS AND CONDITIONS**

Contract #:

1. DEFINITIONS. Certain capitalized terms used in this Agreement, not otherwise defined on the Cover Page, shall have the meanings set forth or cross-referenced below.

1.1 "Application" shall mean, collectively, the software application or applications identified and described in Exhibit A.

1.2 "Application Documentation" shall mean text and/or graphical materials, whether in print or electronic form, that describe the features, functions and use of the Application, which materials are designed to facilitate use of the Application and which are provided by Vendor to Company in accordance with the terms of this Agreement.

1.3 "Application Server" shall have the meaning set forth in Section 5.3.

1.4 "Authorized End User" shall mean any individual authorized, by virtue of such individual's relationship to, or permissions from, a Customer, to access the Integrated Services pursuant to such Customer's rights under an arrangement or contract between Company and such Customer, which arrangement or contract is subject to this Agreement.

1.5 "Vendor Brand" shall mean any one or more of the trademarks, service marks, trade names, domain names, logos, business and product names, slogans, and registrations and applications for registration thereof owned by Vendor as of the Effective Date and as set forth on Exhibit D hereto, or as are acquired by Vendor hereafter, to the extent Exhibit D is thereafter amended to reflect such acquisitions, in accordance with the terms of this Agreement.

1.6 "Company Brand" shall mean any one or more of the trademarks, service marks, trade names, domain names, logos, business and product names, slogans, and registrations and applications for registration thereof owned by Company as of the Effective Date and as set forth on Exhibit D hereto, or as are acquired by Vendor hereafter, to the extent Exhibit D is thereafter amended to reflect such acquisitions, in accordance with the terms of this Agreement.

1.7 "Company Web Site" shall mean the collection of Web pages owned, operated or controlled by Company at the URL(s) listed on the Cover Page.

1.8 "Confidential Information" shall mean all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. The parties acknowledge and agree that any Usage Data shall be deemed Confidential Information of Vendor.

1.9 "Customer" shall mean a corporate entity, dealership or other business organization to whom Company provides the Integrated Services for use by Authorized End Users.

1.10 "Integrated Services" shall mean services provided to end users of the Company Web Site by means of accessing and using the features and functions of the Application through the Company Web Site as contemplated in this Agreement.

1.11 "Lead" shall mean information provided to Vendor that includes contact information and any associated preference data for a consumer which information is submitted for purposes of enabling a dealership to contact such consumer for purposes of enrolling such consumer to purchase an automobile.

1.12 "Term" shall have the meaning set forth in Section 9.1.

1.13 "Usage Data" shall mean any data, information, statistics or analytics gathered or generated by Vendor through use of the Application by Customers.

2. ACCESS RIGHTS.

2.1 Access Right. Subject to the terms and conditions contained in this Agreement, Vendor hereby grants to Company (i) a non-exclusive, non-transferable, right to access the features and

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functions of the Application during the Term, solely through the Company Web Site and solely as contemplated in this Agreement; and (i) a non-exclusive, non-transferable and non-sublicensable right to make a reasonable number of copies of the Application Documentation solely for Company's internal use in connection with access and use of the Application.

2.2 Application Distribution Rights. Subject to the terms and conditions herein, Company shall be permitted to distribute access to the Application to its Customers and Authorized End Users, solely as incorporated into the Integrated Services, and Company may permit its Customers and Authorized End Users to exercise Company's rights under Section 2.1, provided that (i) Company may not distribute, sublicense, or otherwise convey any rights in the Application, except as part of such integration into the Integrated Services; (ii) Company shall ensure that any Authorized End User, or the Customer through which such Authorized End User accesses or otherwise obtains the Integrated Services, shall have no right to sublicense the Integrated Services, including the Application as integrated therein, to any third party; and (iii) Company shall require any such Customer or Authorized End User to enter into a contractual arrangement with Company, which agreement shall be reasonably satisfactory in form to both Parties, and which arrangement in any event provides no less protections for Vendor's Confidential Information, the Application, the Application Documentation and the Vendor Brand as are provided by the terms hereof (each a "Customer Agreement"). Company acknowledges and agrees that any act or omission of its Customers or Authorized End Users in connection with use of, or access to the, the Application, which act or omission would constitute a breach of this Agreement if undertaken by Company, shall be considered a material breach by Company hereunder.

Except as provided in this Section 2.2, Company shall not distribute, market, sublicense, assign, sell, lease, rent, convey or otherwise transfer, or pledge as security or otherwise encumber, the rights and licenses granted hereunder with respect to the Application and the Application Documentation.

2.3 Vendor Brand License. Subject to the terms and conditions of this Agreement, Vendor hereby grants to Company a non-exclusive, non-sublicensable, non-transferable right and license to use the Vendor Brand during the Term in accordance with Vendor's branding guidelines and in association with the Integrated Services in connection with the marketing of such Integrated Services, solely as required or expressly permitted in Section 4.3, and solely in the Authorized Territory. Notwithstanding the foregoing, any and all use of the Vendor Brand shall be subject to Vendor's prior, written consent.

2.4 Related Rights; Ownership. Notwithstanding Sections 2.1, 2.2 and 2.3, Vendor hereby retains the right to use, and to grant third parties the right to use, the Application, the Application Documentation, Usage Data and the Vendor Brand, for any and all purposes whatsoever. As between Vendor and Company, Vendor retains all right, title and interest in the Application, the Application Documentation, Usage Data and the Vendor Brand, including all copies thereof in any form or medium, whether now known or existing or hereafter developed, and further including all copyrights, patents, trade secrets, trademarks or trade names therein. All goodwill arising in or from the Vendor Brand shall inure solely to the Vendor's benefit. Except to the extent granted herein, Company acquires no rights in any of the foregoing.

2.5 General Usage Restrictions. Company shall not use the Application for any purposes other than the provision of the Integrated Services, except with the prior written consent of Vendor (i) Company will not (i) copy or duplicate the Application; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Application is compiled or interpreted; and Company acknowledges that nothing in this Agreement will be construed to [...]

Use of Contract Forms by Sales/ Procurement Teams

- Establish guidelines for selecting appropriate contracts from the library
 - Include conditions that must be present for using a particular form (e.g., the company is licensing its standard off-the-shelf product)
 - Educate teams on risks of utilizing inappropriate forms for common transactions (e.g, why an NDA is inappropriate for a technical evaluation)

Use of Contract Forms by Sales/ Procurement Teams

- Developing Playbooks with Acceptable Fall-back Positions and Alternative Provisions
 - Ensure that the playbook is clear as to acceptable steps and arguments prior to fall-back positions
 - Consider incentivizing sales teams to avoid utilizing certain fall-backs
 - Don't allow fall-back provisions to become the norm
 - Include appropriate escalation points for various fall-back terms

Use of Contract Forms by Sales/ Procurement Teams

- Appoint a champion in the sales/procurement organization to drive adoption
- Establish escalation and gatekeeping functions for deviations from the standard form
 - Develop an authorized signing party process
- Train, train, train the team on utilizing the template!

Use of Contract Forms by Sales/ Procurement Teams

- Solicit and regularly refine forms from sales/procurement team input and experience
 - On a regular basis, review current forms with the team responsible for implementing such forms
 - Review forms for changes in the law and current company policies and procedures
 - Ensure that revised business processes (i.e., revised technical support approaches) are properly reflected in current forms

Strategic Decisions in Forms Provisions

- Default Allocations of Risk
 - For customer facing agreements, consider customer expectations (for example, consider intellectual property indemnification, warranty protection, liability caps)
 - For procurement agreements consider whether the procured components will be passed to customers with established warranty, indemnity, and limitation of liability expectations
 - Consider default positions in the context of typical economics for the transaction (i.e., high dollar value transactions may justify the provision of standard warranty or limited indemnity obligations)

Strategic Decisions in Forms Provisions

- Three key risk allocation mechanisms:
 - Limitations of liability
 - Warranties/disclaimers
 - Intellectual property indemnification

Strategic Decisions in Forms Provisions

- Warranties/disclaimers

- *Company warrants that the Licensed Technology shall conform, **in all material respects**, with Company’s published specifications for a period of **ninety (90) days from delivery to the Customer**. Customer’s **sole and exclusive remedy for any breach of the foregoing warranty** is to provide Company the opportunity to either (i) remedy such non-conformance or, (ii) terminate this Agreement and refund to Customer the fees paid for such Licensed Technology.*
- *NEITHER COMPANY NOR ITS SUPPLIERS AND LICENSORS WARRANT THAT USE OF THE LICENSED TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR FREE OR AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED TECHNOLOGY. EXCEPT AS EXPRESSLY STATED HEREIN, COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NONINFRINGEMENT, ACCURACY, INTEGRATION, AND ALL WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE AND ALL PRODUCTS ARE PROVIDED ON AN “AS IS” BASIS.*

Strategic Decisions in Forms Provisions

- Intellectual property indemnity

- Company agrees to indemnify, defend and hold harmless Customer from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party that the Licensed Technology infringes such third party's **U.S. patents issued as of the Effective Date, or infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America**, provided that Customer promptly notifies Company in writing of the claim, cooperates with Company, and allows Company sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Customer agrees to permit Company, at Company's sole discretion, to enable it to continue to use the Licensed Technology or to modify or replace any such infringing material to make it non-infringing. If Company determines that none of these alternatives is reasonably available, Customer shall, upon written request from Company, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. This Section x shall not apply if the alleged infringement arises, in whole or in part, from (i) modification of the Licensed Technology by a party other than Company, (ii) combination, operation or use of the Licensed Technology with hardware or technology not provided by Company, (iii) use of a superseded or altered release of the Licensed Technology if such infringement would have been avoided by the use of a then-current release of the Licensed Technology, as applicable, and if such then-current release has been made available to Customer. **IN NO EVENT SHALL COMPANY'S LIABILITY UNDER THIS SECTION x EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID BY CUSTOMER UNDER SECTION y DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. THIS SECTION STATES COMPANY'S ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.**

Default Allocations of Risk

- Limitations of liability

IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF COMPANY TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO COMPANY BY CUSTOMER DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN

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Default Allocations of Risk

- Limitations of liability (cont'd)

EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS OR INDEMNITY OBLIGATIONS HEREUNDER IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS, BREACHES OF CONFIDENTIALITY OBLIGATIONS OR INDEMNITY OBLIGATIONS HEREUNDER, THE CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO COMPANY BY CUSTOMER DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

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Strategic Decisions in Forms Provisions

- Optimizing Form Structure to Reduce Transaction Costs
 - Consider whether typical alternatives can easily be included in the standard form (e.g., a license agreement and a standard maintenance addendum)
 - Implement an optical approach that conveys the document as a form (i.e., don't touch or change it)
 - Organize variable terms in exhibits or on cover pages that can be easily separated from the standard terms

[CUSTOMER]
EQUIPMENT LEASE AGREEMENT

COVER PAGE

The attached documents describe the relationship between **Company** (the "Lessor") and **Customer** (the "Lessee") identified below. The documents attached to this cover page will consist of the Master Terms and Conditions ("Master Terms"), which describe and set forth the general legal terms governing the relationship, and one (1) or more addenda, if any, describing and setting forth additional covenants between the Parties, depending upon the particular products and services Lessor will provide to Lessee.

This Equipment Lease Agreement includes this cover page, the attached Master Terms and all addenda that are attached to such Master Terms and are separately executed by the Parties (collectively, the "Agreement"). This Agreement, including the attached Master Terms, will become effective when this cover page is executed by authorized representatives of both Parties (the date of the latter signature, the "Effective Date").

Description of Leased Equipment:	
Lease Term:	
Monthly Rental Fee:	

For administrative purposes only:	Agreement number: _____
	Expiration Date: _____

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

CUSTOMER: _____	COMPANY: _____
By (Signature): _____	By (Signature): _____
Name (Printed): _____	Name (Printed): _____
Title: _____	Title: _____
Date: _____	Date: _____

Strategic Decisions in Forms Provisions

- Identifying Acceptable Trade-offs to Facilitate Speed and Ease of Negotiations
 - Consider concessions of increased risk in template agreements in order to speed agreement negotiations
 - Establish escalation and walk-away positions for agreements of low or minimal value

Use of Outside Counsel in Developing and Utilizing Forms

- When to engage outside counsel in order to create cost benefits
 - Ensure relevant expertise (check for industry exposure to working with similar companies and similar issues)
 - Avoid lawyers that claim to have appropriate one-size-fits-all “off-the-shelf” agreements
 - Liaison with engineering and sales teams to ensure the templates reflect the technological and economic expectations of the company

Use of Outside Counsel in Developing and Utilizing Forms

- Value advantages provided by outside counsel
 - Reviewing regulatory risks on contract terms (e.g., international import and export concerns, privacy rules, etc.)
 - Obtain new arguments to defend strategic decisions made in contracts
 - Provide an outside resource to review and keep contracts up-to-date

Use of Outside Counsel in Developing and Utilizing Forms

- Do's
 - Review the economic provisions and risk considerations with your outside counsel
 - If counsel is unfamiliar with your playbook, take the time to review the playbook with outside counsel
 - Cover the typical economics of a transaction covered by the template
 - Seek input from sales teams and others involved in interacting with chosen outside counsel

Use of Outside Counsel in Developing and Utilizing Forms

- Don't
 - Leave outside counsel to negotiate terms in a vacuum
 - Fail to review outcomes of negotiations with outside counsel
 - Forget to remain involved in reviewing concessions made by outside counsel
 - Lose sight of outside counsel costs when establishing the economic terms applicable to your form agreements

Questions?

Thank you for joining us!

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