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¹ <http://www.niso.org/workrooms/kbart>

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² http://www.projectcounter.org/code_practice.html

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This Agreement shall be in effect from the Effective Date through the expiration date as set out in Appendix A unless terminated earlier in accordance with the provisions in Section XI.

X. RENEWAL

This Agreement shall be renewable at the end of the current term for a successive one (1) year term unless either party gives written notice of its intention to cancel thirty (30) days before expiration of the current term. In the event of a price increase for a subsequent term as provided for in Section III, Licensee shall have no less than sixty (60) days from the date of notification of the price increase to notify Licensor of Licensee's intent to cancel or renegotiate.

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Early Termination for Financial Hardship. The Licensee may terminate this Agreement without penalty if sufficient content acquisitions funds are not allocated to enable the Licensee, in the exercise of its reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, Licensee will notify Licensor of the intent to terminate the Agreement as soon as is reasonably possible, but in any case, no less than 30 days prior to next payment date, and this Agreement shall terminate on the last day of the subscription period for which payment has been made without penalty of expense to Licensee of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination Licensee shall maintain its perpetual right to materials licensed under the subscription periods for which it has fully paid, subject to Section XII.

Termination for Breach. If either party believes that the other has materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to use all reasonable means to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) day period, the non-breaching party shall have the right to terminate the Agreement without further notice. Once this Agreement ends, by early termination or otherwise, the Licensor may terminate access to the Licensed Materials by Licensee and Authorized users, subject to Section XII, below. In addition, authorized copies of Licensed Materials made by Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement.

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Licensor shall indemnify and hold harmless Licensee and Authorized Users for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any

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XVI. ASSIGNMENT AND TRANSFER

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, except as otherwise provided in Section VII. Neither party to this Agreement may unreasonably withhold or delay such written consent.

XVII.

Reserved.

XVIII. DISPUTE RESOLUTION & VENUE

In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as possible. In the event that the parties cannot, by exercise of their good faith efforts, resolve the dispute, they shall submit the dispute to informal mediation, as further described below in this paragraph. The parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute. The party invoking mediation shall give to the other party written notice of its decision to seek informal mediation, and the notice must include a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.

During any court action arising out of or relating to this Agreement, the parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute.

XIX. FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, labor strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

XX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. For the avoidance of doubt, online terms and conditions as defined in Section VII shall not modify the terms of this Agreement.

XXI. AMENDMENT

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XXII. SEVERABILITY

If any provision or provisions of this Agreement shall be 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 thereby.

XXIII. WAIVER OF CONTRACTUAL RIGHT

Waiver of any provision herein shall not be deemed 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.

XXIV. NOTICES

All notices given pursuant to this Agreement shall be by any means requiring receipt signature, or by facsimile or electronic mail with a confirmation copy sent by mail, in either case to the contact information set forth below (the "Notice Address"). Either party may from time to time change its Notice Address by written notice to the other party. The parties' Notice Addresses are:

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415 20th Street, 4th Floor
Oakland, California 94612 USA
Phone: 510.987.0555
Email: cdlsupport-l@ucop.edu

XXVI. EXECUTION

The parties agree that scanned and/or electronically signed versions of this originally executed Agreement are acceptable in lieu of printed signed copies and are to be given full force and effect under law.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

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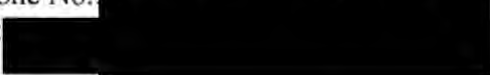
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Oakland, CA 94612, USA

APPENDIX A: BUSINESS TERMS

Licensed Materials: MIT Press Direct

- All content, approximately 2,900 titles from 1943 through 2019
- Perpetual access

Access Conditions: Unlimited simultaneous user systemwide perpetual access

Authentication: IP authentication (See Appendix C for IP addresses)

Fees:

- Total Fee: [REDACTED] (one-time)
- No other fees

Payment Terms: The Licensee will pay a single invoice.

Discounts:

[REDACTED]

APPENDIX B: AUTHORIZED SITES

University of California, Berkeley (including Lawrence Berkeley National Laboratory)

University of California, Davis

University of California, Irvine

University of California, Los Angeles

University of California, Merced

University of California, Riverside

University of California, San Diego

University of California, San Francisco

University of California, Santa Barbara

University of California, Santa Cruz

University of California Office of the President

Lawrence Livermore National Laboratory

APPENDIX C: IP ADDRESSES

Berkeley (UCB)

Range Start

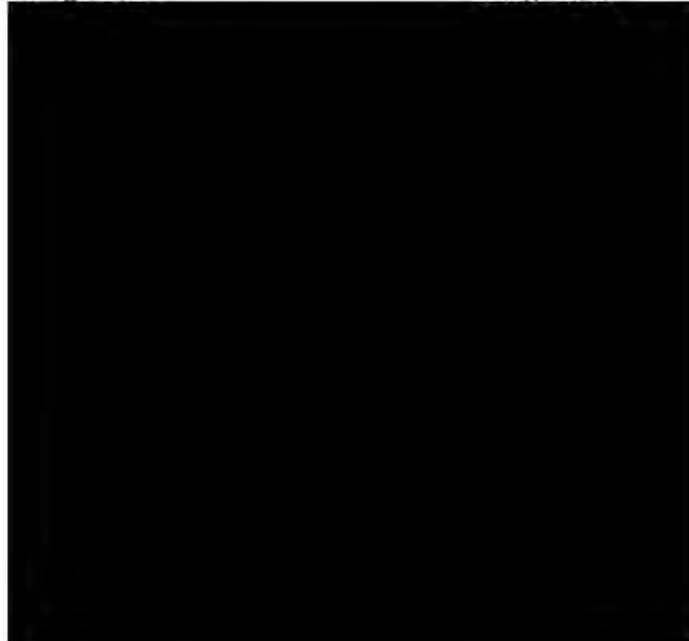
Range End



Lawrence Berkeley National Laboratory (LBL)

Range Start

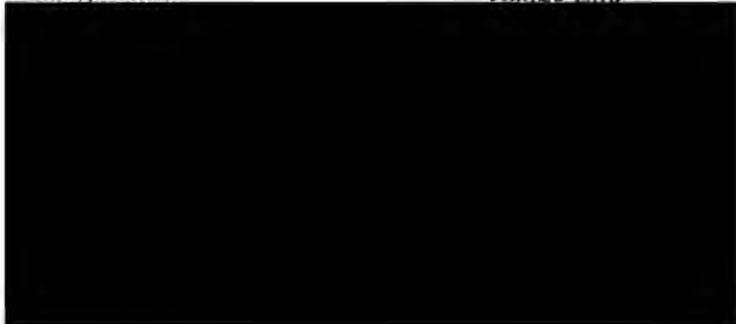
Range End



Davis (UCD)

Range Start

Range End



Irvine (UCI)

Range Start

Range End





Los Angeles (UCLA)

Range Start

Range End



Merced (UCM)

Range Start

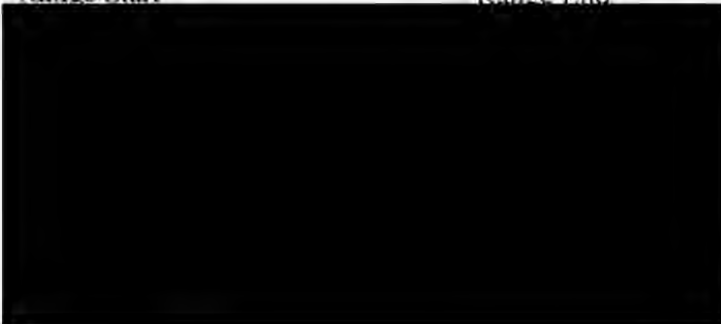
Range End



Office of the President (UCOP)

Range Start

Range End



Riverside (UCR)

Range Start

Range End



[REDACTED]

San Diego (UCSD)

Range Start

Range End

[REDACTED]

San Francisco (UCSF)

Range Start

Range End

[REDACTED]



Santa Barbara (UCSB)

Range Start

Range End



Santa Cruz (UCSC)

Range Start

Range End



Lawrence Livermore National Laboratory (LLNL)

Range Start

Range End

