

EAST VIEW INFORMATION SERVICES LICENSE AGREEMENT

FOR THE

LANDSCAN GLOBAL POPULATION DATABASE

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In the event of early termination permitted by this Agreement, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

The appropriate US law shall apply to any disagreements or disputes arising from this agreement that are not resolved through the normal process of discussions.

XIII. 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 and/or any other cause beyond the reasonable control of the party whose performance is affected.

XIV. 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.

XV. 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.

XVI. SEVERABILITY

The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way invalidate any remaining provision hereof.

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XIX. NOTICES

All notices given pursuant to this Agreement shall be in writing and shall be deemed received within five (5) days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by U.S. Mail or hand delivery to the specified address. Either party may change its Notice Address by written notice to the other party.

[Text deleted]
IN WITNESS WHEREOF, the undersigned, whose names are written below, have executed this Agreement by their respective, duly authorized officers.

FOR EAST VIEW INFORMATION SERVICES, INC.:

WITNESSES:

BY:
[Signature]

of Licensor

DATE: 11/14/12

Print Name:

Title: President/CEO, East View Information Services, Inc.

Address: 10601 Wavzata Blvd, Minneapolis, MN 55305

Telephone: [Text] 800-477-1005

Facsimile: [Text] 800-800-3839

E-mail: [Text]

FOR THE UNIVERSITY OF CALIFORNIA:

[Text]

B'Y:

DATE: November 14, 2012

Print Name:

[Text]

Title: Electronic Resources Librarian

Address: 218 Doe Library, University of California, Berkeley, CA 94720-6000

Telephone: [Text]

Facsimile: [Text]

E-mail:

APPENDIX A

BUSINESS TERMS

Offer: each of the six participating University of California campuses listed in Appendix B will receive the full 2011 LandScan global population dataset via:

- FTP retrieval (approximately 600MB);
- Web access to <http://wms.cartographic.com/LandScan2011> using any Web browser;
- Web Map Service access with requisite Geographic Information System software; and
- Web Coverage Service access with requisite GIS software.

[Text deleted]

Cost: [Text deleted] as a member of the Center for Research Libraries under an offer (<http://www.crl.edu/review/landscan>) for the 2011 edition of LandScan that lowers the [Text deleted]

Terms: single invoice on or before expiration of the CRL offer on November 15, 2012.

APPENDIX B

PARTICIPATING CAMPUSES AND INTERNET PROTOCOL ADDRESS RANGES†

University of California, Berkeley

[Text deleted]

University of California, Irvine

[Text deleted]

University of California, Los Angeles

[Text deleted]

University of California, Riverside

[Text deleted]

University of California, San Diego

[Text deleted]

[Text deleted]

University of California, Santa Barbara

[Text deleted]

† *Per California Digital Library as of October 9, 2012*