

STANDARD LICENSE AGREEMENT

PUBLISHER AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

[Note: Information that will often vary from case to case is in *italics*.]

This License Agreement (this "Agreement") is made effective as of 04/01/2017 (the "Effective Date") between Transmission Books & Microinfo Co., Ltd.(TBMC) [REDACTED] ("Licensor") and The Regents of the University of California, a non-profit academic institution, with its principal offices at The California Digital Library, University of California Office of the President, [REDACTED] USA ("Licensee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. CONTENT OF LICENSED MATERIALS; GRANT OF LICENSE

Licensed Materials. The materials (the "Licensed Materials") that are the subject of this Agreement are set forth in Appendix A.

Grant of License. Licensor hereby grants to Licensee a non-exclusive, non-transferable, worldwide, systemwide perpetual right to access and use the Licensed Materials, and to provide the Licensed Materials to Authorized Users (which are defined in Section IV below) in accordance with the terms of this Agreement.

Ownership of Intellectual Property. Nothing in this Agreement shall be interpreted to transfer ownership of any copyright, trademarks or service marks from the Licensor or its suppliers to the Licensee or Authorized Users.

II. DELIVERY & ACCESS

Licensor will provide the Licensed Materials to the Licensee in the following manner:

Network Access. The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized locations of Licensee.

III. FEES

Fees and Payment. Licensee shall pay Licensor for the Licensed Materials pursuant to the terms set forth

in Appendix A. All fees are due and payable by Licensee sixty (60) days after the date of invoice from Licensor, but no earlier than thirty (30) days before renewal.

Notice of Renewal Fees. Licensor shall provide Licensee with renewal quotes of all Licensed Materials no less than sixty (60) days prior to the end of the current term.

IV. AUTHORIZED USE OF LICENSED MATERIALS

Authorized Users. "Authorized Users" are:

Persons Affiliated with the University of California. Full and part time employees (including faculty, staff, and independent contractors) and students of Licensee, regardless of the physical location of such persons. For authorized sites, see Appendix B.

Walk-ins. Patrons not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins").

Access by and Authentication of Authorized Users. Licensee and its Authorized Users shall be granted access to the Licensed Materials pursuant to the following:

IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Licensee to Licensor. The use of proxy servers is authorized as long as any proxy server IP addresses provided limit remote or off-campus access to Authorized Users. Authorized IP Addresses are listed in Appendix C. An updated list will be sent to Licensor on an annual or as needed basis. Licensee and Licensor shall cooperate in the implementation of new authentication protocols and procedures (such as Shibboleth) as they are developed during the term of this Agreement.

Licensor-Administered Authentication. Where Licensor provides alternative methods of access and authentication beyond the Licensee-administered methods described herein, e.g. by allowing users to establish a personal login from an on-campus IP address (thereby enabling access via username and password when logging in to a vendor website) or device authentication, which affiliates the device or application by use of a token, cookie, or vendor-managed proxy prefix, Licensee will not be responsible nor liable for claims of breach or validity of such use.

Authorized Uses. Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with United States copyright law, including its Fair Use Provisions. In addition, the Licensed Materials may be used for purposes of research, education or other non-commercial use as follows:

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Caching. Licensee and Authorized Users may make local digital copies of the Licensed Materials in order to ensure efficient use by Authorized Users by appropriate browser or other software. For the avoidance of doubt, the cached copy is not a derivative work.

Classroom Use. Licensee and Authorized Users may distribute single copies of individual articles or items of the Licensed Materials in print or electronic form to Authorized Users. For the avoidance of doubt, classroom handouts shall include the distribution of a copy for teaching purposes to all individual Authorized Users in a class at Authorized Sites (Appendix B).

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Text and Data Mining. Authorized Users may use the Licensed Materials to perform and engage in text and/or data mining activities of locally-loaded copies of the Licensed Materials for academic research, scholarship, and other educational purposes and may utilize and share the results of text and/or data mining in their scholarly work and make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Licensed Materials.

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Amount of Authorized Use.

Limited Access. Subject to the terms of this Agreement, Licensee and its Authorized Users shall have five simultaneous users access to the Licensed Materials.

V. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS

Unauthorized Use. Licensee shall not knowingly permit anyone other than Authorized Users to access the Licensed Materials.

Modification of Licensed Materials. Licensee shall not modify, manipulate, or create a derivative work of the Licensed Materials without the prior written permission of Licensors.

Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

Commercial Purposes. Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials; nor may Licensee impose special charges on Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs. For the avoidance of doubt, research conducted by Licensee and Authorized Users that is supported by a commercial entity shall not be considered use for commercial purposes.

VI. MUTUAL PERFORMANCE OBLIGATIONS

Notification and Cure of Unauthorized Use. In the event the Licensee has notice of an unauthorized use of the Licensed Materials and cannot promptly remedy it, the Licensee shall promptly notify the Licensor. In the event the Licensor has notice of unauthorized use of the Licensed Materials, the Licensor will promptly notify Licensee.

In the case of unauthorized use which is causing serious and immediate material harm to the Licensor, Licensor may temporarily suspend such offending individual Authorized User's access to the Licensed Materials (e.g. by blocking an individual user's IP address), provided that Licensor immediately notifies the Licensee of any such suspension, including the reason for the block and any supporting details. Such temporary suspensions will be of the shortest duration possible sufficient to terminate the alleged unauthorized activity and prevent its resumption. Any unauthorized use that is considered a breach of obligations under this Agreement shall be subject to Section XI, below, including the cure period.

VII. LICENSOR PERFORMANCE OBLIGATIONS

The Licensor will use reasonable efforts to ensure that its performance will meet or exceed industry standards and practices. Additionally, the Licensor agrees to the following performance standards.

Availability of License Materials. Upon the Effective Date of this Agreement, Licensor will make the Licensed Materials available to the Licensee and Authorized Users.

Persistent Linking. Licensor will comply with the most current version of the OpenURL standard (ANSI/NISA Z39.88), and will provide a mechanism for persistent links to content.

Online Terms and Conditions. In the event that Licensor requires Authorized Users to agree to additional terms relating to the use of the Licensed Materials (commonly referred to as "click-through" or "clickwrap" licenses), or otherwise attempts to impose terms on Authorized Users through online terms and conditions invoked by the mere use or viewing of the Licensed Materials, such terms shall not materially differ from the provisions of this Agreement. In the event of any conflict between the click-through terms or online terms and conditions and this Agreement, the terms of this Agreement shall prevail. For the avoidance of doubt, Authorized Users are not a party to this Agreement.

Documentation. Licensor will provide complete and up-to-date help and operational documentation for Licensee and Authorized Users in an electronic format.

Support. Licensor will provide activation and installation support, including assisting Licensee and Authorized Users with the implementation of any Licensor software. Licensor will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials. Licensor will make its personnel available by email and/or phone during Licensee's regular business hours, Monday through Friday, for feedback, problem-solving, or general questions and will respond in a timely manner.

Training. If necessary, Licensor will provide to Licensee and Authorized Users appropriate training relating to the use of the Licensed Materials and any Licensor software. Licensor also will provide additional training to Licensee staff if made necessary by any updates or modifications to the Licensed Materials or any Licensor software.

Quality of Service. Licensor shall use reasonable efforts to ensure that the Licensor's server or servers have sufficient capacity and rate of connectivity to provide the Licensee and its Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Licensee's locale. Licensor shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to server maintenance; software installation or testing; loading or making available additional Licensed Materials as they become available; and unavailability because of service or equipment failure outside the control of Licensor (including problems with public or private telecommunications services, or Internet nodes or facilities). Licensor may schedule brief unavailability periods, but will do so only where (1) it has given at least forty-eight (48) hour notice to Licensee, and (2) in ways and at times that minimize inconvenience to Licensee and its Authorized Users, regardless of when notice has been given.

Problems with Licensed Materials. If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use best efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity materially affects the Licensee's or Authorized Users' use of the Licensed Materials, and Licensor fails to repair the nonconformity within five (5) business days, Licensor shall reimburse Licensee for such problems in an amount that is proportional to the total Fees owed by Licensee under this Agreement.

Transfer or Acquisition of Titles. If any portion of the Licensed Materials is transferred to or acquired from another party, Licensor shall use best efforts to ensure that Licensee does not lose access to content subject to this Agreement as a result of the transfer or acquisition. Any archival and perpetual access rights that have been granted shall be honored, whether the Licensor is acting as the transferring or acquiring party. If Licensor is transferring any portion of the Licensed Materials to another party, Licensor will use best efforts to assign all rights and obligations to the assignee. If Licensor is acquiring works that become subject to this Agreement, Licensor will use best efforts to acquire the rights to perform under this Agreement, including but not limited to perpetual access rights. Licensor agrees to communicate with the party from which it is acquiring works to exchange such relevant payment and

rights information. For journal titles, Licensors will comply with the NISO Transfer Code of Practice.¹

Completeness of Content. Licensors will inform Licensee of instances where online content differs from print versions of the Licensed Materials. Where applicable, Licensors will cooperate with Licensee to identify and correct content errors or omissions, and when necessary, the Licensors shall use reasonable efforts to ensure that the online content: (1) is at least as complete as print and other physical format versions of the Licensed Materials; and (2) represents complete, accurate, and timely replications of the corresponding content contained within the print and other physical format versions of such Materials.

In order to facilitate the assessment of completeness of content, Licensors will provide upon request of Licensee a report of the content in the Licensed Materials at the title, issue, chapter, or item level. Licensors will disclose to Licensee content known or found to be missing from the Licensed Materials, including but not limited to images, pages, issues, and chapters.

If online content is a digitized version of print content and differs from the print or other physical format versions of Licensed Materials so as to be substantially less useful to the Licensee or its Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section XI, below.

Notification of Modifications of Licensed Materials. From time to time Licensors may add, change, or modify portions of the Licensed Materials, or migrate the Licensed Materials to other formats. When such changes, modifications, or migrations occur, the Licensors shall give notice of any such changes to Licensee as soon as is practicable, but in no event less than sixty (60) days in advance of modification. If any of the changes, modifications, or migrations renders the Licensed Materials substantially less useful to the Licensee or its Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section XI, below.

Withdrawal of Licensed Materials. Licensors reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. Licensors shall give written notice of the withdrawal to the Licensee as soon as is practicable, but in no event less than thirty (30) days in advance of withdrawal, specifying the item or items to be withdrawn.

If any such withdrawal renders the Licensed Materials less useful to Licensee or its Authorized Users, Licensors shall reimburse Licensee for the withdrawal in an amount proportional to the total Fees owed by Licensee for the Licensed Materials under this Agreement. If any such withdrawal renders the Licensed Materials substantially less useful to Licensee or its Authorized Users, Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions in Section XI, below.

Usage Statistics. Licensors shall endeavor to provide usage statistics to Licensee on a yearly basis.

Confidentiality of Personally Identifiable Information. The Licensors agree that no personally identifiable information, including but not limited to log-ins recorded in system logs IP addresses of patrons accessing the system, saved searches, usernames and passwords, will be shared with third

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

parties, except in response to a subpoena, court order, or other legal requirement. If Licensor is compelled by law or court order to disclose personally identifiable information of Authorized Users of patterns of use, Licensor shall provide the Licensee with adequate prior written notice as soon as is practicable, so that Licensee or Authorized Users may seek protective orders or other remedies. Licensor will notify Licensee and Authorized Users as soon as is practicable if the Licensor's systems are breached and the confidentiality of personally identifiable information is compromised.

Notice of the Use of Digital Rights Management Technology. In the event that Licensor utilizes or implements any type of digital rights management (DRM) technology to control the access to or usage of the Licensed Materials, Licensor will provide to Licensee a description of the technical specifications of the DRM and how it impacts access to or usage of the Licensed Materials. In no event may such Digital Rights Management Technology be used in such a way as to limit the usage rights of a Licensee or any Authorized User as specified in this Agreement or under applicable law. If the use of DRM renders the Licensed Materials substantially less useful to the Licensee or its Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section XI, below.

Use of Digital Watermarking Technology. In the event that Licensor utilizes any type of watermarking technology for any element of the Licensed Materials, Licensor agrees that watermarks will not reduce readability of content and will not degrade image quality. These watermarks shall not contain user-related information, including but not limited to an account number, IP address, and usernames. If digital watermarking technology is implemented, Licensor will notify Licensee at least thirty (30) days in advance of implementation, and Licensor will provide the technical specifications for the technology used. If the use of the watermarking technology renders the Licensed Materials substantially less useful to the Licensee or its Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section XI, below.

Interoperability with Prevailing Web Browsers. Licensor will use reasonable efforts to ensure that the Licensed Materials are accessible and interoperable with prevailing web browsers and internet access tools, including, at a minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.

Branding. Licensor will provide Licensee the option to brand the Licensor's Platform with the name of the Licensee and/or Authorized Sites at Licensee's discretion.

VIII. LICENSEE PERFORMANCE OBLIGATIONS

License Terms Notification. Licensee will use reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement.

Protection from Unauthorized Use. Licensee will use reasonable efforts to restrict access to the Licensed Materials to Authorized Users.

Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, Licensee will use reasonable efforts to inform Authorized Users that they should not divulge their numbers and passwords to any third party. Licensee will also use reasonable efforts to maintain the confidentiality of any institutional passwords provided by Licensor.

IX. TERM

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.

XI. EARLY TERMINATION

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 transaction shall terminate on the last day of the subscription period for which payment has been made without penalty of expense to the 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 the 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.

Refunds. In the event of early termination permitted by this Agreement, except for termination for a

material breach by the Licensee, 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.

XII. PERPETUAL RIGHTS

Perpetual License. Notwithstanding anything else in the Agreement, Licensors grants to Licensee a nonexclusive, royalty-free, systemwide perpetual license to use any Licensed Materials that were subscribed to or for which a perpetual license fee has been paid during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement. If the Licensors means of access is not available, the Licensee may provide substantially equivalent access to the Licensed Materials by use of an archival copy or by engaging the services of third-party trusted archives (such as Portico) and/or participating in collaborative archiving endeavors to exercise its perpetual use rights.

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In the event the Licensors discontinues or suspends selling or licensing the Licensed Materials, the Licensee may use such archived Licensed Materials under the same terms as this Agreement. If Licensee has a backup copy of the Licensed Materials as defined in Section IV, the backup copy may be used as an archival copy.

Third Party Archiving Services. Licensors and Licensee acknowledge that either party may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise Licensees rights under this section of the Agreement. Licensors agrees to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. Licensee may perpetually use a third-party trusted system or collaborative archive to access or store the Licensed Materials, so long as Licensees use is under the same terms as this Agreement.

In the event the Licensors discontinues or changes the terms of its participation in a third-party archiving service, the Licensors shall notify the Licensee in advance, and shall in good faith seek to establish alternative arrangements for trusted archiving and perpetual access to the Licensed Materials.

XIII. WARRANTIES

Licensors warrants that it has all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee for the purposes outlined in this Agreement, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party.

Licensor warrants that the physical object or medium which contains the Licensed Materials will be free from defects for a period of ninety (90) days from delivery.

Accessibility Requirements. Licensor warrants that the Licensed Materials comply with California and federal disabilities laws and regulations, and conform to the accessibility requirements of Web Accessibility Initiative. Web Content Accessibility Guidelines (WCAG) 2.0 at level AA.² Licensor agrees to promptly respond to and resolve any complaint regarding accessibility of Licensed Materials.

XIV. LIMITATIONS ON WARRANTIES

Notwithstanding anything else in this Agreement, neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the inability to use the Licensed Materials.

Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

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XV. INDEMNITIES

The Licensor shall indemnify and hold harmless the Licensee and Authorized Users for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim that alleges copyright infringement or other intellectual property infringement arising from the use of the Licensed Materials by the Licensee or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section XV shall survive the termination of this Agreement.

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.

² <http://www.w3.org/WAI/guid-tech.html>

XVII. GOVERNING LAW

This Agreement shall be interpreted and construed according to, and governed by, the laws of California, excluding any such laws that might direct the application of the laws of another jurisdiction.

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.

If the dispute is not resolved within thirty (30) calendar days of the meeting among the parties' executives, either party may pursue a legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in Alameda County, California (or, if applicable, the federal court located in the Northern District of California). During such court action, 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 in writing and may be hand delivered, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile or electronic mail, confirmation copies must be sent by mail or by hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

If to Licensor:

Transmission Books & Microinfo Co. Ltd. (TBMC)



If to Licensee:

Licensing contact:

Assistant Director for Systemwide Licensing
California Digital Library
University of California, Office of the President



Invoicing contact:

CDL Acquisitions Coordinator
University of California
Geisel Library



Technical contact: CDL Support
California Digital Library
University of California, Office of the President



XXV. SHARED PRINT ARCHIVE

At Licensee's request, Licensor will provide to Licensee a single print archival copy of the titles selected from the Licensed Materials, on a mutually agreed upon schedule, shipped to a single ship-to address of Licensee or third party agent, at no additional cost. This term does not apply if Licensor ceases to produce paper editions of such titles.

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.

LICENSOR: 



DATE: 4/19/2017

Title: President

[Redacted]

LICENSEE:

[Redacted]

University Librarian, Chief Digital Scholarship Officer
University of California, Berkeley

[Redacted]

APPENDIX A: BUSINESS TERMS

Licensed Materials:

- Name : Central Daily News 中央日報 (1928~2006.06)
- Number of titles, if applicable
- Dates covered, if applicable
- Description

Contract Term:

Access Conditions: 5 simultaneous user systemwide perpetual access

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

Fees and Negotiated Discounts:

- Total Fee : [REDACTED] (includes 10 years access fee)
- License Fee / year
- Ongoing Fees, e.g. access fee, if any; indicate any waived fees
- One-time Fees; indicated any waived fees

Price Caps [REDACTED] in 2017 and [REDACTED] in 2018

Payment Terms: The Licensee will pay a single invoice for the annual subscription fee.

Add-on Products and Negotiated Discounts [REDACTED]

Deeply Discounted Print (DDP) Titles: Print subscriptions shall be optionally available to UC campuses at the following rates:

- Subscribed Titles:
- Unsubscribed Titles:

APC Discounts: University of California authors shall be eligible for the following discounts on open access Article Processing Charges (APC) during the term of the Agreement:

- Eligibility: APC discounts shall be available in cases where a UC author is the lead or corresponding author.
- Process:
- Discounts:
- Reporting: Licensor will report both OA authorship data, APC payments and discounts annually to Licensee.

APPENDIX B: AUTHORIZED SITES

University of California, Berkeley (including Lawrence Berkeley Lab)

~~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~~

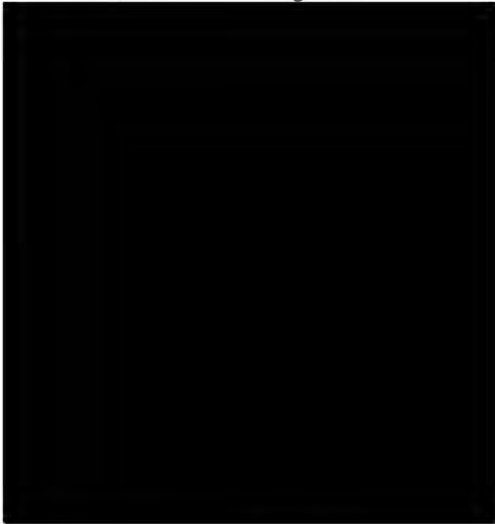
University of California, Santa Barbara

~~University of California, Santa Cruz~~

University of California Office of the President

APPENDIX C: IP ADDRESSES

Berkeley (UCB+LBL)
Range Start Range End



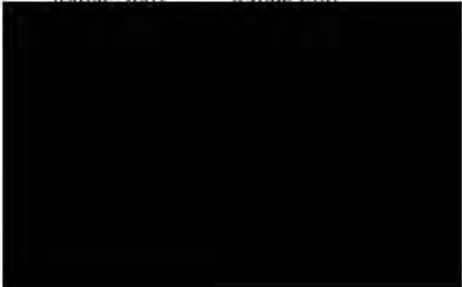
San Diego (UCSD)
Range Start Range End



Irvine (UCI)
Range Start Range End



Los Angeles (UCLA)
Range Start Range End



Santa Barbara (UCSB)
Range Start Range End



Office of the President (UCOP)
Range Start Range End

