

# STANDARD LICENSE AGREEMENT

*CLARIVATE*  
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 date (the "Effective Date") between Clarivate, ProQuest LLC, 789 E. Eisenhower Parkway, Ann Arbor MI 48106-1346 ("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, 1111 Franklin Street, Oakland, CA 94607, 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).

Collections of Information. Licensee and Authorized Users shall be permitted to extract or use information contained in the Licensed Materials for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.

Course Packs (Print and Electronic). Licensee and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials.

Course Reserves (Print and Electronic). Licensee and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by the University of California.

Electronic Links. Licensee and Authorized Users may provide hyperlinks from the Licensee's and Authorized Users' web page(s) or web site(s) to individual units of content within the Licensed Materials.

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**Bibliographic Citations.** Licensee and Authorized Users may use, with appropriate credit, figures, tables, and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly, and educational works provided appropriately cite and credit ProQuest or Clarivate Analytics as the source. For the avoidance of doubt, Licensee and Authorized Users may use citation and abstract information in faculty profiling systems, in lists of publications on faculty and institutional web pages, and to create bibliographies, and store a single copy of an individual document being part of the Licensed Materials, including within secure personal bibliographic reference/citation management systems.

**No Diminution of Rights.** Nothing in this Agreement, including but not limited to Authorized Uses, shall be interpreted to diminish the rights and privileges of the Licensee or Authorized Users with respect to any of the Licensed Materials, including exceptions or limitations to the exclusive rights of copyright owners, such as fair use, under Section 107 of the U.S. Copyright Act.

**Amount of Authorized Use.**

**Unlimited Access.** Subject to the terms of this Agreement, Licensee and its Authorized Users shall have unlimited simultaneous user 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 Licensor.

**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 promptly 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. If Licensee does not take the actions or the cause cannot be remedied within 30 days, Licensor may terminate the Agreement. 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.

**Discovery of Licensed Materials.** Licensor shall make the Licensed Materials available through Licensee's Discovery Service System(s) for indexing and discovery purposes. Licensor shall provide to Licensee's discovery service vendors on an ongoing basis the citation and complete descriptive metadata (including all subject headings, abstracts, and keywords), and full-text content necessary to facilitate optimal discovery and accessibility of the content for the benefit of Licensee and Authorized Users. Discovery Service Systems are defined as user interface and search systems for discovering and displaying content from local, database and web-based sources.

**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. 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.

Updates. Licensor will provide regular system and project updates to Licensee as they become available.

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 in ways and at times that minimize inconvenience to Licensee and its Authorized Users, regardless of when notice has been given.

Transfer or Acquisition of Product or Service. If any portion of the products and services 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 the agreement as a result of the transfer or acquisition. Any archival and perpetual access rights that have been granted shall be honored, whether Licensor is acting as the transferring or acquiring party. If Licensor is transferring any portion of the products and services to another party, Licensor will use best efforts to assign all rights and obligations to the assignee. Licensor agrees to communicate with the party from which it is acquiring works to exchange such relevant payment and rights information.

Notification of Modifications of Licensed Materials. From time to time Licensor 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 Licensor 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 the Licensor fundamentally change the Products in a way which materially impairs usage of the Products 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.

Itemized Holdings/Title List. The Licensors will use reasonable efforts to provide to the Licensee, prior to the beginning of the calendar year within the current term, an itemized holdings report that specifies the titles included in the Licensed Materials for the next subscription term. Licensors will use reasonable efforts to update itemized holdings reports as soon as is practicable when holdings information changes, and will provide this information to Discovery Service Systems in a timely manner and to Licensee on request. If the Licensed Materials include content covered by the [NISO Knowledge Bases And Related Tools \(KBART\) Recommended Practice](#),<sup>1</sup> Licensors will provide itemized holdings lists for the Licensed Materials in KBART-compliant format, including a column/field for dates (YYYY-MM) of additions.

Usage Statistics. Statistics shall meet or exceed the most recent project [Counting Online Usage of Networked Electronic Resources \(COUNTER\) Code of Practice Release](#),<sup>2</sup> including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Codes of Practice is issued, Licensors shall comply with the implementation time frame specified by COUNTER to provide use statistics in the new standard format.

Licensors shall not provide Licensee's usage statistics in any form to any third party without the Licensee's written authorization, unless the third party owns rights in the Licensed Materials. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches, and will comply with all applicable Y laws. The Licensors shall not disclose or sell to other parties usage data or information about the Licensee or its Authorized Users without the Licensee's written permission or as required by law.

LICENSORS MAY COLLECT NON-PERSONALLY IDENTIFIABLE, ANONYMIZED INFORMATION RELATED TO LICENSEE'S AND AUTHORIZED USERS' USE OF THE PRODUCTS, SERVICES AND DATA. LICENSORS MAY USE THIS INFORMATION TO TEST AND IMPROVE ITS PRODUCTS AND SERVICES AND TO PROTECT AND ENFORCE ITS RIGHTS UNDER THE AGREEMENT AND MAY PASS THIS INFORMATION TO IRA THIRD PARTY PROVIDERS FOR THE SAME PURPOSES.

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

<sup>2</sup> [http://www.projectcounter.org/code\\_practice.html](http://www.projectcounter.org/code_practice.html)

Confidentiality of Personally Identifiable Information. The Licensor agrees 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 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 commercially 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.

MARC Records. MARC records may be placed in Licensee's online public access catalog (OPAC) or shared online catalog (e.g., WorldCat) unless otherwise specified on the Order with respect to a particular Product.

## **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, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

**Protection from Unauthorized Use.** Licensee will use reasonable efforts to restrict access to the Licensed Materials to Authorized Users and to protect the Licensed Materials from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Licensed Materials by an Authorized User, the provisions in Sections VI and XI of this Agreement shall apply.

**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**

**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.

## **XII. PERPETUAL RIGHTS**

**Perpetual Archive License.** Where Licensee perpetually licensed content through a Perpetual Archive License (PAL), as set out in the relevant Order Form, access to the PAL content may only be revoked if Licensee is found to have materially breached this Agreement as described in Section XI, or if the Licensed Materials contain errors or could be subject to an infringement or other adverse claim by a third party. Additionally, access to PAL content is maintained in the Clarivate platform and may be subject to an annual Continuing Service Fee (CSF). The CSF will be invoiced in arrears on your contract anniversary date. In the event the ability to access PAL content online is lost (e.g., if Clarivate discontinues online access services), or if the PAL content are otherwise eligible for local loading, Licensee may obtain digital copies upon certifying that Licensee will secure and restrict use of the PAL content as contemplated under this Agreement, using commercially reasonable systems and technology. In the case of audio files, any local access must be restricted by DRM and be limited to one (1) simultaneous user (unless Licensee tracks playbacks and makes all royalty payments to copyright holders for mechanical and performance rights). All use of locally-loaded materials continues to be subject to this Agreement. Licensee may be responsible for any file transfer costs.

## **XIII. WARRANTIES**

Licensor 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 to the fullest extent commercially practicable with California and federal disabilities laws and regulations, and to the fullest extent commercially practicable conform to the accessibility requirements of [Web Accessibility Initiative, Web Content Accessibility Guidelines \(WCAG\) 2.1 at level AA](#). Licensor agrees to commercially reasonable efforts to promptly respond to and resolve any complaint regarding accessibility of Licensed Materials. Licensor represents and warrants that all products and services provided pursuant to this Agreement shall, to the fullest extent commercially practicable, comply with applicable Accessibility Standards. Licensor commits to using commercially reasonable efforts to maintain and improve accessibility in accordance with evolving standards and legal requirements. Accessibility Standards for the purposes of this section mean for web-based technology the Web Content Accessibility Guidelines, version 2.2 (“WCAG 2.2”) at conformance level AA, and for non-web-based technology the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194, as applicable,

#### **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.

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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 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.

**Limitation of Liability.** WITH THE EXCEPTION OF INTELLECTUAL PROPERTY INDEMNIFICATION HEREIN, THE MAXIMUM LIABILITY OF PROQUEST AND ITS LICENSORS ARISING OUT OF ANY CLAIM RELATED TO THE LICENSED MATERIALS WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY PROQUEST FROM LICENSEE FOR THE LICENSED MATERIALS AT ISSUE UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL PROQUEST OR ITS LICENSORS BE LIABLE TO LICENSEE FOR ANY LOST PROFITS, OR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE PRODUCTS OR PROQUEST'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

**Confidentiality.** Licensee agree that you will not publicly share any pricing information that is subject to this Agreement except in accordance with the California Public Records Act or other applicable law.

## **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. 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). Licensor agrees to submit to the personal jurisdiction of the state courts in the State of California (or, if applicable, the federal courts in California) with respect to any legal proceedings that may arise in connection with this Agreement or from a dispute as to the interpretation or breach of this Agreement. 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 by electronic mail, or hand delivered shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. Either party may from time to time change its Notice Address by written notice to the other party. Any legal notices or other legal documents provided to either party as described in this Agreement shall constitute valid legal service, and Licensor expressly waives any further service of process requirements provided under the Hague Service Convention or similar service of process standards or agreements.

**If to Licensor:**

*ProQuest LLC,*  
789 E. Eisenhower Parkway  
Ann Arbor, MI 48106

Notices for ProQuest should be directed to [REDACTED]

**If to Licensee:**

Licensing contact:

[REDACTED] Assistant Director, Systemwide Licensing  
California Digital Library  
University of California, Office of the President  
1111 Franklin Street  
Oakland, California 94607 USA

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Invoicing contact:

CDL Acquisitions Coordinator  
University of California  
Geisel Library  
9500 Gilman drive 0175K  
La Jolla, California 92093-0175 USA  
Email: [REDACTED]

**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:** Signed by:  
BY: \_\_\_\_\_  
Signature of Authorized Signatory of Publisher

DATE: June 2, 2026 | 10:49:08 AM PDT

\_\_\_\_\_  
ee  
Vice President, Sales Operations  
789 E. Eisenhower Parkway  
Ann Arbor, MI 48106

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DATE: 6/2/2026

\_\_\_\_\_  
Director, Shared Collections  
California Digital Library  
Office of the President  
University of California  
1111 Franklin Street  
Oakland, CA 94607, USA

**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

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