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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.

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

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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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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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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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University of California, Office of the President
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Phone: [Redacted]
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Invoicing contact:

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University of California
Geisel Library
9500 Gilman drive 0175K
La Jolla, California 92037-0175 USA
Phone: [Redacted]
Email: cdl-acquisitions@ucop.edu

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

LICENSOR:
BY: ___________________________ DATE: May 31, 2019
Signature of Authorized Signatory of Licensee

PRINT NAME: ___________________________
TITLE: Director, The MIT Press
ADDRESS: One Rogers Street Cambridge, MA, 02124
TELEPHONE NO.: ___________________________
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- Perpetual access

Access Conditions: Unlimited simultaneous user systemwide perpetual access

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

Fees:
- Total Fee: (one-time)
- No other fees

Payment Terms: The Licensee will pay a single invoice.

Discounts:
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
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<tr>
<td>Lawrence Berkeley National Lab</td>
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<td>Davis (UCD)</td>
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<td>Irvine (UCI)</td>
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Merced (UCM)
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Office of the President (UCOP)
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Riverside (UCR)
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