

LICENSE AGREEMENT

PROQUEST LLC

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

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Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

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[Text deleted]

BY

DATE: 2/25/14

Signature of Authorized Signatory of Publisher

Print Name:

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Title:

Sr. Manager, Customer Support

Address:

789 E. Eisenhower Pkwy

Telephone No.:

Ann Arbor MI 48106

E-mail:

800-521-0600

LICENSEE:

[Text deleted]

BY: _____
Signature of Authorized Signatory of Licensee

DATE: February 21, 2014

Print Name: [Text deleted]

Title: Executive Director

Address: 415 20th Street, 4th Floor, Oakland, CA 94612

Telephone No.: 510.987.0425

E-mail: [Text deleted]

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IX. TERM

This Agreement shall continue in effect for one year commencing on the Effective Date.

X. RENEWAL

This agreement shall be renewable at the end of the current term for a successive one year term unless either party gives written notice of its intention not to renew thirty (30) days before expiration of the current term.

XI. EARLY TERMINATION

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice 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.

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Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

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XIV. LIMITATIONS ON WARRANTIES

Notwithstanding anything else in this Agreement:

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Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims.

The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense.

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, which consent shall not be unreasonably withheld or delayed.

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. The federal or state courts located in California shall have jurisdiction to hear any dispute under this Agreement.

XVIII. DISPUTE RESOLUTION

In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

Mediation. In the event that the parties cannot by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including 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 after such meeting, either party may seek alternative ways to resolve said dispute as allowed under California law.

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, 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.

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, confirmation copies must be sent by U.S. Mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

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Ann Arbor
Michigan
USA
48106-1346

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XXVII. Funding Contingency (multi-year agreements)

The University of California reasonably believes that funds can be obtained sufficient to pay all monies due during the term of this Agreement and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which payments for this transaction may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative review and appeals in the event such portion of the budget is not approved. It is the University of California's intent to make payments for the full term of this transaction. The University of California represents that the use of the materials under this transaction are essential to its proper, efficient and economic operation.

In the event no funds or insufficient funds are appropriated and budgeted and are not otherwise legally available by any means whatsoever in any fiscal period for payments due under this transaction, the University of California will immediately notify Licensor of such occurrence 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 University of California 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 University of California shall maintain its perpetual right to materials licensed under the subscription periods for which it has fully paid.

Additional Provisions Requested by ProQuest:

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

LICENSOR:

[Text deleted]

BY: _____

DATE: 3/21/11

Signature of Authorized Signatory of Publisher

[Text deleted]

[Text deleted]

Print Name _____

Title: Sr. Manager, Global Customer Support

Approved by Legal

Address: 789 Eisenhower Pkwy, Ann Arbor MI

Telephone No.: [Text deleted]

E-mail: [Text deleted]

LICENSEE:

[Text deleted]

BY: _____

DATE: 3-16-11

Signature of Authorized Signatory of Licensee

Print Name: [Text deleted]

Title: Executive Director

Address: 415 20th Street, 4th Floor, Oakland, CA 94612

Telephone No.: [Text deleted]

E-mail: [Text deleted]

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ARTbibliographies Modern
ATLA
Avery Index to Architectural Periodicals
Factiva
FIAF
Film Index International
Index Islamicus
International Bibliography of Art (IBA)
International Bibliography of Social Sciences (UCSB)
Los Angeles Times
MLA International Bibliography
New York Times
PAIS International
Philosopher's Index
Wall Street Journal
Research Library Alumni Edition
Safari Tech Books Online
Sociological Abstracts
Worldwide Political Science Abstracts

Appendix B

Campuses of the University of California

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

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C:19
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Gerritsen Women's History Online
Historic San Francisco Chronicle
Patrologia Latina
Periodicals Archive Online Collections 1 - 5
Periodicals Contents Index Full Text (first 200 titles)
Periodicals Contents Index Full Text Collection 3
Periodicals Contents Index Full Text Collection 4
Periodicals Contents Index segment 20
Periodicals Contents Index segment 21
Periodicals Contents Index segment 22
Periodicals Contents Index segment 16-19
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