LICENSE AGREEMENT

PROQUEST LLC
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

This License Agreement (this "Agreement") is made effective as of March 15, 2011 (the
"Effective Date") between ProQuest LLC, 789 E. Eisenhower Parkway, Ann Arbor, Michigan
48106-1346, USA ("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, 415 20th Street, 4th floor, Oakland, CA 94612, 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

The materials that are the subject of this Agreement shall consist of electronic information
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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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the Licensed Materials to Authorized Users in accordance with this Agreement.

II. DELIVERY/ACCESS OF LICENSED MATERIALS TO LICENSEE

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
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locations of Licensee.

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Licensee shall make payment to Licensor for use of the Licensed Materials as follows:

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All fees are due and payable by Licensee sixty (60) days after the date of invoice from Licensor.
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Persons Affiliated with the University of California. Full and part time employees (including faculty, staff, and independent contractors) and students of Licensee and the institution of which it is a part, regardless of the physical location of such persons. For campus locations see Appendix B.

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

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Recover Copying Costs. Licensee may charge a reasonable fee to cover costs of copying or printing portions of Licensed Materials for Authorized Users.
**Archival/Backup Copy.** For Licensed Materials listed in Appendix A: 1. Perpetual Rights Apply ONLY: Upon request of Licensee, Licensee may receive from Licensor and/or create one (1) copy of the entire set of Licensed Materials to be maintained as a backup or archival copy during the term of this Agreement, or as required to exercise Licensee’s rights under section XII, ‘Perpetual License’, of this Agreement.

Licensor acknowledges that Licensee may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise Licensee’s rights under section XII, ‘Perpetual License’, of this Agreement. Licensee 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 the third-party trusted system to access or store the Licensed Materials, so long as Licensee’s use is otherwise consistent with this Agreement. Licensor further acknowledges and agrees that, in using the third-party archival system, Licensed Materials may be made available to other system participants who indicate a right to those Licensed Materials.

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Amount of Authorized Use.

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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, or bulk reproduction or distribution of the Licensed Materials in any form; nor may Licensee impose special charges on Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs.

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VI. MUTUAL PERFORMANCE OBLIGATIONS

User Surveys. Licensee and Licensor shall cooperate on the preparation and provision of user surveys to solicit feedback on the Licensed Materials from Authorized Users.

Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

Implementation of Developing Security Protocols. Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

VII. LICENSOR PERFORMANCE OBLIGATIONS

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

Documentation. Licensor will provide and maintain help files and other appropriate user documentation.

Training and Support. Licensor will offer installation support, including assisting with the implementation of any Licensor software. Licensor will provide appropriate training to Licensee staff relating to the use of the Licensed Materials and 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, phone or fax during regular business hours, Monday through Friday for feedback, problem-solving, or general questions.

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 maintenance of the server(s), the installation or testing of software, the loading of additional Licensed Materials as they become available, and downtime related to the failure of equipment or services outside the control of Licensor, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled down-time will be performed at a time to minimize inconvenience to Licensee and its Authorized Users.

If the Licensed Materials fail to operate in conformance with the terms of this Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. If, however, the Licensed Materials are unavailable due to circumstances within ProQuest’s reasonable control for a period of six hours in a 24 hour period not including times scheduled for normal systems maintenance
and upgrades, the subscription terms shall be extended one day (24 hours) for each six hours of
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portions of the Licensed Materials may migrate to other formats. ProQuest will announce
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you may terminate your subscription to the Licensed Materials by written notice to ProQuest.
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they become available. Licensor will provide additional training to Licensee staff made
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Terms”): Individual content licensors occasionally have conditions of use applicable solely to their
content. These Supplemental Terms are incorporated herein by reference and are available within
the Products via a link to such content-specific terms and/or may be displayed via online notices
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Terms materially differ from the provisions of this Agreement. If such Supplemental Terms
materially alter your use of the Products, you may terminate your subscription as to the affected
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Usage Statistics. Licensor must provide both composite use data for the system-wide CDL and
itemized data for individual campuses, on a monthly basis. Use data should be at the level of
detail required for objective evaluation of both product performance and satisfaction of user
needs, including title-by-title use of journals. Providers should follow the International Coalition
of Library Consortia (ICOLC) “Guidelines for Statistical Measures of Usage of Web-Based
Information Resources” or provide information in compliance with COUNTER or other
recognized international standard.

Compliance with Americans with Disabilities Act. Licensor shall make reasonable efforts to
comply with the Americans with Disabilities Act (ADA).

VIII. LICENSEE PERFORMANCE OBLIGATIONS

Provision of Notice of License Terms to Authorized Users. Licensee shall make 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 including, in particular,
any limitations on access or use of the Licensed Materials as set forth in this Agreement.

Provision of Notice of Intellectual Property Right to Authorized Users. Licensee shall make
reasonable efforts to provide Authorized Users with notice of any applicable Intellectual
Property or other rights applicable to the Licensed Materials. Licensee shall make reasonable
efforts to prevent the infringement of any Intellectual Property or other rights of the Licensor in
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to Licensee's attention, and take appropriate steps to avoid its recurrence.

Protection from Unauthorized Use. Licensee shall use reasonable efforts 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, (a) Licensor may terminate such Authorized User's access to the Licensed Materials, (b) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Licensee shall terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing a sixty (60) day notice to Licensee and cooperation with the Licensee to avoid recurrence of any unauthorized use. Notwithstanding the above, ProQuest may suspend delivery of Licensed Materials to you if it reasonably determines that your failure to comply with the Acceptable Use Provisions may cause irreparable harm to it or its licensors under the specific circumstances. If delivery is suspended, ProQuest will work with you in good faith to restore your access as soon as possible.

Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party.

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.

Upon Termination of this Agreement for cause online access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Except in the case of termination due to Licensee's breach of this Agreement, Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

In the event of termination for cause by Licensee due to Licensor's breach, 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 LICENSE

For Licensed Materials listed in Appendix A: I Perpetual Rights Apply ONLY: Licensor hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials listed in Appendix A: I Perpetual Rights Apply that were accessible 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.

XIII. WARRANTIES

Subject to the Limitations set forth elsewhere in this Agreement:

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.

Licensor warrants that the physical medium, if any, on which the Licensed Materials is provided to Licensee will be free from defects for a period of ninety (90) days from delivery.

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, arising out of the use of or the inability to use the Licensed Materials.

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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 YOU FOR THE
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XV. INDEMNITIES

The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User. Licensor shall not be liable hereunder if (i) any infringement or violation claim is based solely upon the use of the Licensed Materials in combination with programs, equipment or devices not of Licensor's origin, design or selection; or (ii) any infringement or violation claim arises out of your use of the Licensed Materials in a manner contrary to the rights granted in the Agreement, including use contrary to the Copyright Act of 1976, Title 17 U.S.C. or other intellectual property law. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

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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General Counsel of ProQuest LLC
789 E. Eisenhower Parkway
Ann Arbor
Michigan
USA
48106-1346

If to Licensee:
University of California Office of the President
California Digital Library
415 20th Street, 4th Floor
Oakland, CA 94612
USA
Attn: Licensing Dept.

XXV. Notice of the Use of Digital Rights Management Technology

In the event that Licensor develops any significant type of digital rights management technology to limit the access or the usage of Licensed Product, Licensor agrees to notify Licensee with a contact name at ProQuest for support as well as provide technical specifications, to the extent such exists, for the digital rights management technology utilized.

XXVI. Notice of the Use of Digital Watermarking Technology

If Licensor utilizes any type of digital watermarking technology for any element of the Licensed Product, Licensor agrees that watermarks will not be visible to the human eye and will not degrade image quality. These watermarks shall not contain user-related information such as account number or IP address. If digital watermarking technology is used, Licensor agrees to notify Licensee with a contact name at ProQuest for support as well as provide technical specifications, to the extent such exists for the technology used. Notwithstanding the above, it should be noted that although Licensor’s third party content providers do not currently use watermarking technology, the third party content providers may utilize watermarking technology, and in such event, use of watermarking shall not constitute a breach or default under the Agreement.
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:

EEOC Statement. ProQuest agrees to comply with all provisions of Executive Order 11246 of September 24, 1965, and all rules, regulations and relevant orders of the Secretary of Labor related to equality of employment opportunity which Executive Order, rules, regulations and orders are incorporated herein by reference.

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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:

BY: [Signature of Authorized Signatory of Publisher] DATE: 3/21/11

Print Name: [Blacked out]
Title: Sr. Manager, Global Customer Support
Address: 789 Eisenhower Pkwy, Ann Arbor MI
Telephone No.: [Blacked out]
E-mail: [Blacked out]

LICENSEE:

BY: [Signature of Authorized Signatory of Licensee] DATE: 3/14/11

Print Name: [Blacked out]
Title: Executive Director
Address: 415 20th Street, 4th Floor, Oakland, CA 94612
Telephone No.: [Blacked out]
E-mail: [Blacked out]
Appendix A

Licensed Materials

I. Perpetual Rights Apply

19th Century Parliamentary Papers
20th Century African-American Poetry
20th Century American Poetry
20th Century Drama
20th Century English Poetry
Acta Sanctorum
African Writer's Series
American Drama
American Film Institute Catalogue
American Periodicals Series
Black Studies Center
C:19
Digital National Security Archives
Digitale Bibliothek Deutscher Klassiker
Early English Books Online
Ethnic NewsWatch
Ethnic NewsWatch Historic File
GenderWatch
GeoRef
Gerritsen Women's History Online
Historic San Francisco Chronicle
International Index to Music Periodicals
International Index to Performing Arts
Literature Online
Patrologia Latina
Periodicals Archive Online Collection 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
Periodicals Contents Index segment 23-25
Periodicals Index Online segments 26-29
ProQuest Digital Dissertations
ProQuest Historic New York Times
ProQuest Historic Los Angeles Times
ProQuest Historic Wall Street Journal
PsycARTICLES
PsycINFO
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ARTbibliographies Modern
ATLA
Avery Index to Architectural Periodicals
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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
University of California Office of the President
University of California IP Address Ranges List

Berkeley (UCB, including Lawrence Berkeley Lab)

Davis (UCD)
Irvine (UCI)

Los Angeles (UCLA)

Merced (UCM)

Riverside (UCR)

San Diego (UCSD)
San Francisco (UCSF)

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AMENDMENT ONE

This Amendment ("Amendment") between ProQuest LLC, 789 E. Eisenhower Parkway, Ann Arbor, Michigan 48106-1346, USA ("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, 415 20th Street, 4th floor, Oakland, CA 94612, USA ("Licensee"), made on November 1, 2013, to the ProQuest LLC and Regents of the University of California License Agreement, dated 15 March 2011.

1. The parties agree to correct errors in the License Agreement. Appendix A shall now read:

I. Perpetual Rights Apply
   19th Century Parliamentary Papers
   20th Century African-American Poetry
   20th Century American Poetry
   20th Century Drama
   20th Century English Poetry
   Acta Sanctorum
   African Writer’s Series
   American Drama
   American Film Institute Catalogue
   American Periodicals Series
   Black Studies Center
   C:19
   Digital National Security Archives
   Digitale Bibliothek Deutscher Klassiker
   Early English Books Online
   Ethnic NewsWatch Historic File
   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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   Periodicals Index Online segments 26-29
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Ethnic NewsWatch
FIAF
Film Index International
GenderWatch
GeoRef
Index Islamicus
International Bibliography of Art (IBA)
International Bibliography of Social Sciences (UCSB)
International Index to Music Periodicals
International Index to Performing Arts
Literature Online
Los Angeles Times
MLA International Bibliography
New York Times
PAIS International
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2. The License Agreement shall remain in full force and effect, and the terms of the License Agreement shall apply to the Licensed Material set out herein as if it were included in the License Agreement.”

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Print Name: [Redacted]
Title: Sr. Manager, Customer Support
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Ann Arbor MI 48104
Telephone No.: 800-321-0600
E-mail:  

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Print Name: _______________________
Title: Executive Director
Address: 415 20th Street, 4th Floor, Oakland, CA 94612
Telephone No. ____________________
E-mail: __________________________