



**EAST VIEW GEOSPATIAL, INC.
LICENSE AGREEMENT**

FOR

EVGEOCLOUD

This License Agreement is between East View Geospatial Inc., a private corporation chartered in Minnesota with principal offices at 10601 Wayzata Blvd., Minneapolis MN, 55305-1526 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"). This Agreement becomes effective on the date that it is signed and agreed to by both parties ("Effective Date").

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. GRANT OF LICENSE

The platform comprising this Agreement ("Platform") refers to the East View map view web application, EVGeoCloud. Appendix A lists existing compatible content that will be loaded on the Platform. Content accessible on the platform is hereby referred to as the licensed materials ("Licensed Materials").

Licensor hereby grants to Licensee a non-exclusive, non-transferable, and perpetual license to use the Platform, and the right to provide the Platform to Authorized Users in accordance with this Agreement. Only named Licensee campuses will be provided access to the Platform. Those campuses are listed on Appendix C. Individual Licensee campuses will be provided their own instance, allowing for individual campus content acquisition.

II. FEES; TERMS OF PAYMENT

For fees and terms applicable to the Platform see Appendix B.

III. SCOPE OF LICENSE; ACCESS

Definitions of Authorized Users. Authorized Users are persons affiliated with Licensee, including current students, faculty, staff, affiliated researchers, independent contractors performing work for the Licensee, and walk-in users who are permitted access to the secure network from computer terminals within the Licensee's premises and who are making use of the resources for their scholarly, research, educational, or personal use only.. Authorized Users shall be identified by authorized Internet Protocol (IP) addresses and, with the exception of walk-in users, shall have access regardless of physical location. .

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Authorized Uses. Licensee's Authorized Users may make use of all Licensed Materials loaded on the Platform that is consistent with U.S. copyright law, including its fair use provisions. Upcoming Platform enhancements will allow for multi-level authentication, whereby non-restricted materials accessed via the Platform can be made available to non-Authorized Users and Licensed Materials can be made available to one or more UC campuses or to all UC campuses according to the business terms applicable to those materials. The License Agreement provides for this capability, which shall be available within twelve (12) months of the Effective Date.

Terms of Access. Unlimited access by Licensee's Authorized Users to Licensed Materials is hereby granted via the Platform, provided Licensee limits access only to Authorized Users.

Platform may be used for research, education or other non-commercial use as follows:

- a) Display. Authorized Users shall have the right to electronically display Licensed Materials accessed via the Platform.
- b) Digital and Print Copies. Authorized Users may download, print, and digitally copy or otherwise reproduce a reasonable portion of Licensed Materials accessed via the Platform.
- c) Collections of Information. Authorized Users shall be permitted to extract or use information contained in Licensed Materials accessed via the Platform 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.
- d) Resource Sharing. Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for resale, in accordance with that Licensed Material's agreement.


For the avoidance of doubt, public domain or other unrestricted content made available via the Platform as part of the Licensed Materials shall be free from any restrictions on use.

IV. SPECIFIC RESTRICTIONS ON USE OF PLATFORM

Unauthorized Use. Licensee shall not knowingly permit access by anyone other than Authorized Users to the Platform, and will take all reasonable measures to prevent any unauthorized use.

Commercial Purposes and Proprietary Rights. Other than as specifically permitted in this Agreement, Licensee may not use the Platform for commercial purposes. Licensee acknowledges that it has no vested rights to the Platform other than as set forth herein.

Specific Restrictions. Licensee is prohibited from doing any of the following:

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- a) Third parties, commercial service providers. Licensee may not make Licensed Materials accessed via the Platform available to any outside vendor or third party, for purposes of commercial services (such as indexing, archiving, etc.), or for any other reason, unless separately provided for in that Licensed Material's agreement.

V. LICENSOR PERFORMANCE OBLIGATIONS

Availability of Platform. Upon the Effective Date of this Agreement, Licensor shall make the Platform available to Licensee's Authorized Users via university IP range access. Licensor shall cooperate with Licensee in the investigation and implementation of additional access protocols, such as Shibboleth, during the term of the Agreement.

Support and Quality of Service. Licensor will provide appropriate customer service assistance, and will offer reasonable levels of continuing support, to assist Licensee pertaining to use of the Platform. Licensor will make its Sales and Customer Service Department personnel available as needed to Licensee should any relevant issues arise.

Licensor shall use reasonable efforts to ensure that the Licensor's server has sufficient capacity and rate of connectivity to provide the Licensee's Authorized Users with a quality of service comparable to current standards in the online information industry.

Licensor shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% uptime per month. The 2% downtime includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional licensed materials or freely available 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 downtime will be performed at a time to minimize inconvenience to Licensee and its Authorized Users. Licensor shall notify Licensee promptly of all instances of system unavailability that occur outside the Licensor's normal maintenance window and use reasonable effort to provide advance notice of hardware or software changes that may affect system performance.

If the Platform fails 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 Platform as soon as possible.

Usage Statistics. Licensor shall provide both composite system-wide use data 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. 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.

Licensor 
Licensee _____



Compliance with Americans with Disabilities Act. Licensor shall make reasonable efforts to comply with the Americans with Disabilities Act (ADA) requirements, Section 508 of the Rehabilitation Act Amendments, and provide Licensee current completed Voluntary Product Accessibility Template (VPAT).

Quality of Product. Licensor shall use reasonable efforts to ensure that the Platform will conform to current and common digital data standards. For any instances in which these standards are not met, Licensor will rectify the problem in a reasonable amount of time, in accordance with the support and service requirements listed above.

VI. 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 Platform is granted under this Agreement including, in particular, any limitations on access or use of the Platform as set forth in this Agreement.

Protection from Unauthorized Use. Licensee shall implement reasonable procedures to restrict access to the Licensed Materials to Authorized Users.

VII. MUTUAL PERFORMANCE OBLIGATIONS

Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of Authorized Users relating to the usage of the Licensed Materials. 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 relating to the identity of specific users and/or uses, shall not be provided to any third party.

Cure Activities. In the event of any unauthorized use of the Platform by an Authorized User, or use by any Unauthorized Users, Licensee shall cooperate with Licensor in the investigation of any unauthorized use of the Platform of which it is made aware and shall use reasonable efforts to remedy such unauthorized use and prevent its recurrence.

VIII. TERM AND TERMINATION

The Platform shall be perpetually licensed to Licensee according to the terms of this Agreement, subject to the Annual Maintenance Fee and associated terms in Appendix B. Should Licensor retire the Platform for any reason, Licensee will be provided with a minimum of six (6) months advance written notice, and Licensor will

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make all Licensed Materials available to Licensee on a successor map view web application platform with equivalent or better functionality at no additional cost, with no interruption in service.

Licensee may terminate its use of the Platform or its successor platform with thirty (30) days advance written notice to Licensor. In the event of such termination, Licensor shall provide the Licensed Materials to Licensee in a mutually agreed-upon format prior to the effective date of termination.

IX. 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 Platform.

Except for the express warranties stated herein, the Platform is provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Platform or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program.

X. 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 or events beyond its control including, but not limited to, Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

XI. 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.

XII. 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.

XIII. SEVERABILITY

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The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way invalidate any remaining provision hereof.

XIV. 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.

XV. NOTICES

All notices given pursuant to this Agreement shall be in writing and shall be deemed received within five (5) days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile or email, successful transmission of the message must be confirmed by both parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement by their respective, duly authorized representatives.

IF TO EAST VIEW GEOSPATIAL, INC.:

BY: _____
Signature of Licensor

DATE: 10/7/15

Print Name: _____
Title: President/CEO, East View Geospatial, Inc.
Address: 10601 Wayzata Blvd., Minneapolis MN, 55305-1526
Telephone: _____
Fax: _____
E-mail: _____

IF TO THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

BY: _____
Signature of Authorized Signatory of Licensee

DATE: 10/5/15

Licensor _____
Licensee _____



Print Name: [REDACTED]
Title: Interim Executive Director
Address: UC Office of the President, 415 20th Street, 4th Floor, Oakland, California 94612 U.S.A.
Telephone: [REDACTED]
Fax: [REDACTED]
E-mail: [REDACTED]

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Appendix A – Licensed Materials To Be Added to the Platform upon Initial Setup:

- a. **LandScan Global** (per LICENSE AGREEMENT between East View Information Services, Inc. and the University of California FOR THE LANDSCAN GLOBAL POPULATION DATABASE, dated 11/14/2012) and the previous license and addenda for LandScan Global Archive 2000-2010, 2011, 2012, 2013.)
- b. **Natural Earth II with Shaded Relief, Water, and Drainages; 1:10m – a Public Domain database.**

Natural Earth II is a raster map dataset that portrays the world environment in an idealized manner with little human influence. A successor dataset to the original Natural Earth, Natural Earth II owes its inspiration to the classic physical maps published by the National Geographic Society. Natural Earth II data comes in several versions for use with cartography and GIS software. It is a public domain database with no permission needed to download or use it and no additional fees are required to load onto the Platform. The Platform will always include Natural Earth II or equivalent base layers in the implementation for Licensee. If Licensor decides to change or modify the base layer of the Platform installation, it will provide Licensee with a minimum of thirty (30) days advance written notice.

More information is at: <http://www.naturalearthdata.com/downloads/10m-natural-earth-2/10m-natural-earth-2-with-shaded-relief-water-and-drainages/>

Includes the following data:

Cultural layer: <http://www.naturalearthdata.com/downloads/10m-cultural-vectors/>

Airports

Ports

Populated Places Labels- Country Capitals Populated Places Labels- Adm1 Capitals Populated Places Labels- Other Populated Place- All Railroads

Railroads- North America

Roads

Roads- North America

Urban Areas

Countries- Disputed Areas

Adm1- States/ Provinces

Countries

Time Zones

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Physical Layer: <http://www.naturalearthdata.com/downloads/10m-physical-vectors/>
Coastline
Bathymetry
Lakes- World
Lakes- Europe Supplemental
Lakes- North America Supplemental
Rivers- World
Rivers- Europe Supplemental
Rivers- North America Supplemental

- c. Additional content to be loaded at individual campus sites of Licensee. Campuses can request additional content to be loaded in the local instance including public domain content, content licensed from a third party, or content purchased previously from Licensor.

Licensor _____

A handwritten signature in black ink, appearing to be "K" or similar, written over a horizontal line.

Licensee _____

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Appendix B: Business Terms and Fees

Access to the Platform is available for a one-time set-up fee in the amount of [REDACTED] for the campuses listed in Appendix C. The [REDACTED] fee includes a customized set-up ('individual instance') for each campus with consortial and locally-acquired content. Content will be loaded and fully integrated into each individual instance of the Platform. The Platform comes pre-loaded with a series of data sets from Natural Earth (which is freely available in the public domain and there is no additional charge for its use) and the LandScan content that is currently or previously licensed from East View by each or all of the UC campuses listed in Appendix C. There are no additional Platform or East View fees for public domain or third party content that is loaded locally.

All content that is licensed from East View for use on the Platform includes perpetual rights and can be downloaded by FTP or provided to Licensee in another mutually agreed upon format upon Licensee's request.

An annual platform maintenance fee of [REDACTED] in total for all participating campuses covers customer support and technical service, including bandwidth, continuing platform development and maintenance, and loading and integration of additional content that may be acquired by individual campuses. The maintenance fee [REDACTED] if one or more campuses continues to acquire the LandScan Global Population Database as listed in Appendix A.

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Appendix C- Participating University of California System campuses

- a. *University of California, Berkeley (including Lawrence Berkeley Laboratory)*
- b. *University of California, Davis*
- c. *University of California, Irvine*
- d. *University of California, Merced*
- e. *University of California, Los Angeles*
- f. *University of California, Riverside*
- g. *University of California, San Diego*
- h. *University of California, Santa Barbara*
- i. *University of California, Santa Cruz*

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Davis (UCD)
Range Start

Range End



Irvine (UCI)
Range Start


Range End



Los Angeles (UCLA)
Range Start

Range End



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Merced (UCM)
Range Start

Range End



Office of the President (UCOP)
Range Start

Range End



Riverside (UCR)
Range Start

Range End



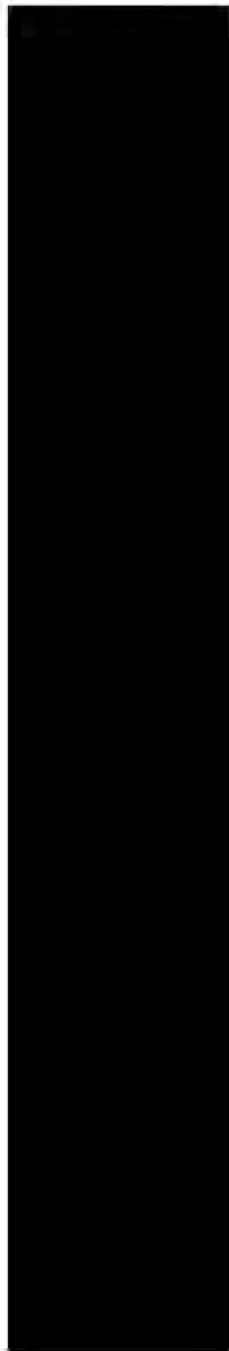
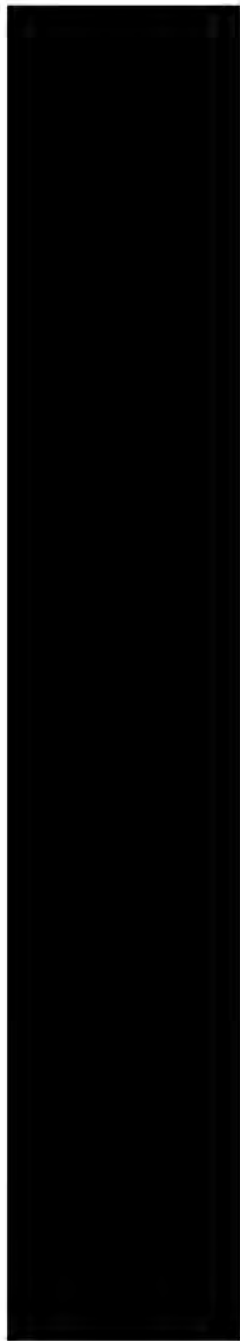
San Diego (UCSD)
Range Start


Range End



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Santa Barbara (UCSB)

Range Start



Range End



Santa Cruz (UCSC)

Range Start



Range End



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