

# **LICENSE AGREEMENT**

## **TOYO KEIZAI, INC AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

This License Agreement (this "Agreement") is made effective as of March 17, 2020 (the "Effective Date") between Toyo Keizai, Inc., [REDACTED] ("Licensor") and The Regents of the University of California, for the University of California, Berkeley (including users at Lawrence Berkeley Lab) a non-profit academic institution, with its principal offices at [REDACTED], 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 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.

[REDACTED]

Notice of Renewal Fees. Licensors 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 Licensors. 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 Licensors on an annual or as needed basis.

Licensors-Administered Authentication. Where Licensors provide 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.** The Licensed Materials may be used for purposes of research, education or other non-commercial uses, such as:

Display. Licensee and Authorized Users shall have the right to electronically display the Licensed Materials.

Digitally Copy. Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials. The execution of programs for the purpose of information retrieval and browsing is prohibited.

Print Copy. Licensee and Authorized Users may print a reasonable portion of the Licensed Materials.

Recover Copying Costs. Licensee may charge a reasonable fee to cover costs of copying or printing portions of Licensed Materials for Authorized Users.



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 so long as access to such materials is limited to Authorized Users.

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 so long as access to such materials is limited to Authorized Users.

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.

Scholarly Sharing. Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for resale or commercial purposes. Any sharing of the Licensed Materials must not be done in a manner or magnitude as to act as a replacement for the recipient's or recipient educational institution's own subscription to the Licensed Materials or the purchase of the underlying work.

Interlibrary Loan. Licensee may fulfill requests from other libraries, a practice commonly called Interlibrary Loan, provided that (i) loans are not done in a manner or magnitude that would replace the receiving library's own subscription to the Licensed Materials or purchase of the underlying work, (ii) Licensee complies with all laws and regulations regarding Interlibrary Loan. Requests may be fulfilled using paper.

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. 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.



### **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 will make reasonable efforts to assure that the Authorized Users are familiar with and observes the provisions of the Authorized Uses. Licensee shall not knowingly permit anyone other than Authorized Users to access the Licensed Materials and will make best efforts to cure a breach of access as soon as reasonably possible, according to the section "Termination for Breach".

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 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.

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.

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.

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 for feedback, problem-solving, or general questions and will respond in a timely manner.

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 where (1) it has given at least forty-eight (48) hour notice to Licensee with the exception of emergency

situations, and (2) in ways and at times that minimize inconvenience to Licensee and its Authorized Users, regardless of when notice has been given.

Problems with Licensed Materials. If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, Licensee shall immediately notify Licensors, and Licensors shall promptly use best efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity materially affects the Licensee's or Authorized Users' use of the Licensed Materials, and Licensors fail to repair the nonconformity within ten (10) days, Licensors shall reimburse Licensee for such problems in an amount that is proportional to the total Fees owed by Licensee under this Agreement.

Transfer or Acquisition of Titles. If any portion of the Licensed Materials is transferred to or acquired from another party, Licensors shall use best efforts to ensure that Licensee does not lose access to content subject to this Agreement as a result of the transfer or acquisition. Any archival and perpetual access rights that have been granted shall be honored, whether the Licensors are acting as the transferring or acquiring party. If Licensors are transferring any portion of the Licensed Materials to another party, Licensors will use best efforts to assign all rights and obligations to the assignee. If Licensors are acquiring works that become subject to this Agreement, Licensors will use best efforts to acquire the rights to perform under this Agreement, including but not limited to perpetual access rights. Licensors agree to communicate with the party from which it is acquiring works to exchange such relevant payment and rights information.

Completeness of Content. Licensors will inform Licensee of instances where online articles differ from print versions of the Licensed Materials. Where applicable, Licensors will cooperate with Licensee to identify and correct content errors or omissions, and when necessary, the Licensors shall use reasonable efforts to ensure that the online content: (1) is at least as complete as print and other physical format versions of the Licensed Materials; and (2) represents complete, accurate, and timely replications of the corresponding content contained within the print and other physical format versions of such Materials.

If online content is a digitized version of print content and differs from the print or other physical format versions of Licensed Materials so as to be 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.

Notification of Modifications of Licensed Materials. From time to time Licensors 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 Licensors shall give notice of any such changes to Licensee as soon as is practicable. If any of the changes, modifications, or migrations 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.

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

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event less than thirty (30) days in advance of withdrawal, specifying the item or items to be withdrawn, with the exception of emergency situations.

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.

Usage Statistics. Usage reports are available through the usage statistics service in the DCL Admin site.

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 privacy 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.

Confidentiality of Personally Identifiable Information. The Licensors agree 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 Licensors are compelled by law or court order to disclose personally identifiable information of Authorized Users of patterns of use, Licensors 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. Licensors will notify Licensee and Authorized Users as soon as is practicable if the Licensors'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 Licensors utilize or implement any type of digital rights management (DRM) technology to control the access to or usage of the Licensed Materials, Licensors 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 Licensors utilize any type of watermarking technology for any element of the Licensed Materials, Licensors agree 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, Licensors will notify Licensee at least thirty (30) days in advance of implementation, and Licensors will provide the technical specifications for the technology used. If the use of the watermarking technology renders the Licensed Materials substantially less useful

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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 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.

Branding. Licensor will provide Licensee the option to brand the Licensor's Platform with the name of the Licensee and/or Authorized Sites at Licensee's discretion.

### **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.

Protection from Unauthorized Use. Licensee will use reasonable efforts to restrict access to the Licensed Materials to Authorized Users.

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 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.

Refunds. In the event of early termination permitted by this Agreement, except for termination for a material breach by the Licensee, 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. 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 agrees to promptly respond to and resolve any complaint regarding accessibility of Licensed Materials. The Licensee has the right to adapt the Licensed Materials in order to comply with federal and state law based on agreement between both parties, so long as the change is made on Licensee's system and does not interfere with the platform hosted on Provider's systems and does not violate any other terms of this agreement.

## **XIII. 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.

Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

Except for the express warranties stated elsewhere in this Agreement, Licensor disclaims any and all

other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability, or fitness for a particular purpose.

#### **XIV. 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 that alleges copyright infringement or other intellectual property infringement 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 XIV shall survive the termination of this Agreement.

#### **XV. 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.

#### **XVI. [INTENTIONALLY LEFT BLANK]**

#### **XVII. 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. During such court action, the parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute.

Publisher Toyo Keizai, Inc.

Address of Publisher

City of Publisher

State of Publisher

Country of Publisher

Postal Code of Publisher

**If to Licensee:**

Licensing contact:

University of California, Berkeley

Email:

Invoicing contact: Email:

Ordering & cancellations: Email:

Technical contact:

**XXIV. 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:

Signature of Authorized Signatory of Publisher

DATE: 3/3 / 2020

Print Name:

Title:

Address:

Telephone No.:

E-mail:

President

**LICENSEE:**

BY:

Signature of Authorized Signatory of

DATE: 3/25/2020



### **XVIII. 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.

### **XIX. 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.

### **XX. 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.

### **XXI. 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.

### **XXII. 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.

### **XXIII. NOTICES**

All notices given pursuant to this Agreement shall be in writing and may be hand delivered. If any notice is sent by facsimile or electronic mail, confirmation copies must be sent by mail or by hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

**If to Licensor:**

[REDACTED]

Licensee

Print Name:

Title:

University Librarian

Address:

Telephone No.:

E-mail:

## APPENDIX A: BUSINESS TERMS

### Licensed Materials:

- Toyo Keizai Digital Content Library (DCL)
- Contents included in this resource are:
  - Weekly Tōyō Keizai (1997-present)
  - Supplements, special editions and MOOKs (2011-present)
  - Hitotsubashi Business Review (2006-present)
  - Japan Company Handbook (2006-present)

**Contract Term:** Prorated initial term. Period : 04/01/2020 - 08/31/2020

**Access Conditions:** Unlimited simultaneous user systemwide access

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

### Fees and Negotiated Discounts:

- For prorated term April 1, 2020-August 31, 2020: Fee [REDACTED] USD [REDACTED]
- (Prorated from the standard 12 month subscription fee of [REDACTED])
- All University of California Campuses are provided access [REDACTED] to this subscription

**Payment Terms:** The Licensee will pay a single invoice for the annual subscription fee.



## **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


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



### **APPENDIX C: IP ADDRESSES**

The California Digital Library can provide the IP addresses for each site listed in Appendix B.