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FOR VANDERBILT UNIVERSITY LIBRARIES TELEVISION NEWS ARCHIVE**

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Confidentiality of User Data. Licensor agrees to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Licensee agrees to maintain the confidentiality of any data relating to the usage of the Licensed Materials by individual Authorized Users and agrees not to share this information with any third party. Information relating to the identity of specific users and/or uses, shall not be provided to any third party.

### IX. TERM

This Agreement shall continue in effect for one (1) year- commencing on the Effective Date.

### X. RENEWAL

This agreement shall be renewable at the end of the current term for a successive term unless the licensee gives written notice of its intention not to renew at least 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 thirty (30) 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 thirty (30) 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. 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 early termination permitted by this Agreement, 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.

### 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. 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 authorized use of Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS



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Licensee shall indemnify and hold Licensor harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees arising from Licensee's breach of the terms of this Agreement or of the Viewing License Agreement (Section V).

## XIV. LIMITATIONS ON WARRANTIES

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## XV. 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 and/or any other cause beyond the reasonable control of the party whose performance is affected.

## XVI. 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.

## XVII. 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.

## XVIII. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal, and 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.

## XIX. 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.

XX. 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) 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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Director of Libraries  
611 General Library Building  
Vanderbilt University  
Nashville, Tennessee 37235

**If to Licensee:**

Institution Name  
Address  
City, State  
Zip Code  
Country

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: 7/7/04

Print Name: [Text Deleted]

Title:

ASSOC. Provost, Research & Grad. Educ.

Address:

Vanderbilt Univ., 401 Kirkland Hall, Nashville, TN 37240

Telephone No.: [Text Deleted]

Facsimile:

E-mail:

615-343-9936

[Text Deleted]

**LICENSEE:**

[Text Deleted]

BY: \_\_\_\_\_

DATE: 12/15/2003

Print Name: [Text Deleted]

Title:

Head, Acquisitions Department

Address:

UCSD, Geisel Library, 9500 Gilman Drive, La Jolla, CA 92093-0175

Telephone No.: [Text Deleted]

Facsimile:

858-534-1256

E-mail:

[Text Deleted]



Addendum to the Library License Agreement for  
Vanderbilt University Libraries Television News Archive

This is an addendum to the Library License Agreement for Vanderbilt University Libraries Television News Archive dated March 28, 2005 between the University of California at San Diego and Vanderbilt University Libraries for the use of the Television News Archive.

The parties agree that the following institutions will be added to the Library License signed by [Text Deleted] of the University of California at San Diego on July 7, 2004:

University of California, Berkeley  
University of California, Davis  
University of California, Irvine  
University of California, Los Angeles  
University of California, Santa Barbara

In all other respects, the terms of the original Library License remain in full effect. However, if there is a conflict between this Addendum and the original Library License, the terms of this Addendum will prevail.

By: [Text Deleted]

[Text Deleted]

S  
Signature [Text Deleted]

[Text Deleted]

Pri  
Print Name

3/28/05  
Date

4/8/05