

**THIS FOURTH ADDENDUM dated 24<sup>th</sup> November 2015 (the 'Effective Date') to Online Licence Agreement dated 10 JUNE 2010 (the "Original Agreement") between Adam Matthew Digital Ltd (the "Licensor") and The University of California San Diego, La Jolla, CA 92093, USA (the "Licensee")**

Project licensed by the Original Agreement dated 10<sup>th</sup> June 2010:

- Mass Observation Online (includes Mass Observation I)

Project licensed by the FIRST ADDENDUM dated 30<sup>th</sup> June 2011:

- Mass Observation II

Project licensed by the SECOND ADDENDUM dated 28<sup>th</sup> May 2014:

- The Grand Tour
- Mass Observation III
- Mass Observation IV
- American Indian Histories and Cultures
- American West
- China, America and the Pacific
- Jewish Life in America, 1654-1954
- Defining Gender, 1450-1910
- Confidential Print: Latin America, 1833-1969

Project licensed by the THIRD ADDENDUM dated 17<sup>th</sup> June 2014:

- Foreign Office Files for India, Pakistan and Afghanistan, 1947-1964
- Foreign Office Files for India, Pakistan and Afghanistan, 1965-1971
- Foreign Office Files for India, Pakistan and Afghanistan, 1972-1980
- Foreign Office Files for China, 1919-1929
- Foreign Office Files for China, 1930-1937
- Foreign Office Files for China, 1938-1948
- Foreign Office Files for China, 1949-1956
- Foreign Office Files for China, 1957-1966
- Foreign Office Files for China, 1967-1980
- Confidential Print: Middle East, 1839-1969
- Confidential Print: North America, 1824-1961
- Colonial America (Module I)

The following Additional Projects are Licensed by this Second Addendum on the same terms as the Original Agreement **SUBJECT TO CLAUSES (1) TO (4) BELOW:**

- **Migration to New Worlds (Module I)**

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**Clause (1):**

**Section II: Authorised Use of Licensed Materials:**

**DELETE:** *Archival/Backup Copy. Upon request of the Licensee, the Licensee may receive from Licensor and/or create one (1) copy of the entire set of PDF images from the Licensed Materials and one (1) copy of text from the Licensed materials in XML format to be maintained as a backup or archival copy during the term of this Agreement or as required to exercise the Licensee's rights under Section IX "License Period", of this Agreement. The Licensee may use the XML metadata to develop its own software on the condition that the use of the software continues to comply with this Agreement.*

**INSERT:** *Archival Copy. Upon request of the Licensee and not more than 60 days after the expiration date of the current term of this Agreement, the Licensee may request and receive from Licensor and/or*

create one (1) copy of the entire set of metadata from the Licensed Materials (including but not limited to PDF images, text files, XML, XML schema) to be maintained as an "Archival Copy" or as required to exercise the Licensee's rights under Section IX, "Permanent Archival Access/Dark Archiving", of this Agreement. The Licensee may use the metadata to develop its own locally-hosted version of the Licensed Materials on the condition that the use of that local copy continues to comply with this Agreement, in which case obligation to pay hosting fees shall cease.

## Clause (2)

### Section IV: Licensor Performance Obligations:

**DELETE:** Availability of Licensed Materials. Upon the Effective Date of this Agreement, Licensor shall make the Licensed Materials available to the Licensee and Authorised Users at the one-time price specified by Licensor.

*Hosting.* The Licensor guarantees to host the Licensed Materials for five (5) years from the Effective Date and it is intended that the hosting be extended for further five year periods.

**INSERT:** Availability of Licensed Materials: Upon the Effective Date of this Agreement and providing the Licensee has returned a signed copy of this Agreement and given all necessary information to the Licensor to enable the Licensor to make the Licensed Materials available to the Licensee, the Licensor shall make the Licensed Materials available to the Licensee at the price specified by the Licensor in the relevant invoice.

*Annual Hosting:* On payment of the hosting fee [Text deleted] of the net purchase price specified on the Licensor's first invoice) (the "Hosting Fee") the Licensor agrees, subject to any modifications required by the source archives, source libraries or copyright holders and subject to all other provisions of this Agreement, to host in accordance with the availability provisions set out below the Licensed Materials for one year from the Effective Date. If the Licensee so requires, subsequent annual hosting of the Licensed Materials will be provided under the terms of this Agreement, subject to Section VII.

## Clause (3)

### Section VII: Renewal

**DELETE:** This agreement shall be renewable at the end of the current term for a successive term unless either party gives written notice of its intention not to renew forty-five (45) days before expiration of the current term. Each renewal shall be subject to the payment by Licensee of [Text deleted] of the net purchase price to cover the Licensor's cost of providing ongoing access to the Licensed Materials.

### **INSERT: VII: HOSTING RENEWAL AND PAYMENT**

This Agreement shall be automatically renewed at the end of the initial term of one year for a successive term of one year, and thereafter, at the end of each one year term the Agreement shall be automatically renewed for a subsequent one year term unless in either case either party gives written notice of its intention not to renew at least 60 days before expiration of the relevant current term. Each renewal shall be subject to the payment by the Licensee of [Text deleted] of the net purchase price specified on the Licensor's first invoice (the "Hosting Renewal Fee") on or before the renewal date, where such fee is to cover the Licensor's cost of providing ongoing access to the Licensed Materials. In the event that the Licensee does not pay the Hosting Renewal Fee when it is due, the Licensor's provision of online access will be suspended on the expiration date unless the Licensee gives notice of its election to use a locally hosted copy of the Licensed Materials in accordance with Section II: "Archival Copy".

All fees set out in this Agreement are exclusive of Value Added Tax or other Sales Tax and shall be subject to the addition of Value Added Tax or other Sales Tax at the appropriate rate, which the Licensee agrees to pay.

By payment of the agreed fees and subject to the Licensee complying with the terms of this Agreement, the Licensee shall have the right to continue to use the hosting facilities offered by the Licensor for the relevant Licensed Materials according to the provisions set out in this Agreement.

**Clause (4):**

**Section IX: License Period**

**DELETE:** *If for some reason, the Licensor is no longer able to provide permanent on-line access, the Licensor shall provide the Licensee with an archival copy of the Licensed Materials, as outlined in Section II of this Agreement, as of the date of discontinuance of on-line service, a complete set media of a commercially acceptable nature at the time. The means by which the 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.*

**INSERT: SECTION IX: PERMANENT ARCHIVAL ACCESS/ DARK ARCHIVING**

*Dark Archiving is provided by Portico ([www.portico.org/digital-preservation](http://www.portico.org/digital-preservation)), part of ITHAKA, a not-for-profit organisation helping the academic community use digital technologies, for all of the Licensed Materials for the benefit of all Licensees and their Authorised Users in accordance with Section II (Dark Archiving). This insurance backup will only be activated in the event of any of the following trigger events:*

- (1) Licensor No Longer in Business. Licensor is no longer in business or is no longer in the business of publishing or providing access to previously published Licensed Materials.*
- (2) Title No Longer Offered. Licensor has stopped publishing and is no longer providing access to the Licensed Materials for a period longer than ninety (90) days.*
- (3) Back List Titles No Longer Available. Licensor has stopped offering or providing access to some or all of the back list titles of the Licensed Materials for a period longer than ninety (90) days.*
- (4) Catastrophic Failure. Licensor has stopped publishing or providing access to the Licensed Materials for a period longer than ninety (90) days due to technical difficulties or any business interruption, bankruptcy, insolvency, receivership or business failure.*

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**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

IN WITNESS THEREOF, the parties have executed this Agreement by their respective, duly Authorised representatives as of the date first above written:

**LICENSOR:**

[Text deleted]

BY: \_\_\_\_\_  
Signature of Authorised Signatory of Licensor

DATE: 24<sup>th</sup> November 2015

Name: [Text deleted]  
Title: Director  
[Text deleted]  
[Text deleted]  
Tel: [Text deleted]  
Fax: [Text deleted]  
Email: [Text deleted]

**THE LICENSEE:**

[Text deleted]

BY: \_\_\_\_\_  
Signature of Authorised Signatory of Licensee

DATE: 11/25/15

NAME: [Text deleted]  
TITLE: ASSOCIATE UNIVERSITY LIBRARIAN, COLLECTION SERVICES  
ADDRESS: U.C. SAN DIEGO LIBRARY  
9500 GILMAN DR, LA JOLLA CA 92093 - [Text deleted]  
TEL:  
FAX:  
EMAIL:

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PLEASE COMPLETE, SIGN AND RETURN ONE COPY OF THIS FULLY-EXECUTED LICENCE  
ADDENDUM: VIA EMAIL [Text deleted] FAX: [Text deleted] OR POST:  
[Text deleted]