



NewsBank/Readex License Agreement Readex Digital Collections

1. Parties, Acceptance, Master Terms for all Products

This Agreement is between the institution named below, as licensee ("Customer") and NewsBank, inc., a Delaware corporation having its principal place of business at _____ ("NewsBank"), as licensor. This Agreement shall become effective the earlier of (a) when NewsBank receives a copy of this Agreement signed by Customer, or (b) when Customer accepts delivery of any Readex Digital Collection product (the "Effective Date"). For purposes of this Agreement, delivery includes either shipment of physical goods or access by electronic means.

The terms of this Agreement shall apply to all Readex Digital Collection database products subscribed to by Customer from time to time (the "Product" or "Products"). For each Product subscribed to by Customer, there will be a corresponding NewsBank order confirmation, invoice, quotation or other similar document (a "Subscription Form") setting forth certain additional terms specific to that Product (identification of Product, price, payment terms, whether remote use is authorized, number of concurrent users or number of downloads allowed, subscription period, etc.), but the terms of this Agreement shall continue to apply. In the event of conflict between the terms of any Subscription Form and the terms of this Agreement, this Agreement shall govern.

2. Products

The Products subject to this Agreement consists of (1) the Readex Digital Collection database(s) subscribed to by Customer from time to time and (2) software provided by NewsBank to Customer to search for and retrieve data from the database(s). NewsBank may provide the Products via the Internet or remote online access through a proprietary network and/or such other media as may be available and responsibly acceptable to Customer and NewsBank.

3. License

- a. NewsBank grants to Customer and to Customers' Authorized Users, defined herein as limited to staff, faculty, and patrons/students of the Customer's institution or organization as well as other users of the Customer's on-site computer facilities (walk-in users), on the terms set forth in this Agreement and any Subscription Form(s), a non-exclusive, non-assignable, concurrent-use license to use each Product at the licensed site(s) identified in the Subscription Form applicable to such Product (the "Licensed Site") solely for non-commercial academic, educational and research purposes. Customer understands and acknowledges that all use is subject, after reasonable notice, to restrictions and disclaimers that NewsBank or its suppliers publish, from time to time.
- b. Customer and Customers' Authorized Users are licensed to use the Products solely for access, search, retrieval, viewing, printing, and downloading for non-commercial academic, educational and research purposes. Printing and downloading are limited to insubstantial portions of the data, for temporary storage. All other use is prohibited. The removal or altering of any copyright or other notices within the Product or using any portion of Product for purposes of manual, automated or other machine-assisted indexing or classification of other publications is prohibited. The transmission of Content, as defined under Section 5a, (including, but not limited to, by way of e-mail, facsimile or other electronic means) is prohibited unless such transmission is between Authorized

Users. Except as expressly provided for in this Agreement, you may not modify, publish, transmit (including, but not limited to, by way of e-mail, facsimile or other electronic means), display, participate in the transfer or sale of, create derivative works based on, or in any other way exploit any of the Content, in whole or in part without the prior written consent of NewsBank and (if applicable) its respective content providers.

- c. Customer will take reasonable steps to ensure that only Customer's Authorized Users use the Products, and that Customer's Authorized Users do so in accordance with this Agreement.
- d. Portions of this Agreement relevant to Authorized Users may appear in the form of "Terms and Conditions of Use" on or in the Products.
- e. Interlibrary Loan (ILL): Customer may use the Product to create hardcopy for the purpose of supplying interlibrary loan requests in accordance with the Interlibrary Loan Provision of Section 108 of the U.S. Copyright Law and the CONTU Guidelines. Customer warrants that the number of hardcopy articles (whether copies of the same article or of different articles) supplied to any library pursuant to the foregoing provision will not exceed 5 in any calendar year. Any breach under this paragraph shall be deemed a material breach.
- f. Customer may include copies (hardcover or electronic download) of items from the online form of Publications (i) in anthologies (coursepacks) in print or digital form for sale and/or distribution to the Authorized Users for their use in connection with classroom instruction and/or (ii) in reserves (print or digital) set up by Customer's libraries for access by Authorized Users in connection with specific courses offered by Customer. Copies of items in digital format, which are included in online coursepacks or reserves, will be deleted by Customer after the end of the term in which the related course concludes.

4. Express Restrictions

- a. On-Site Use: Customer may make each Product available for authorized use at the Licensed Site over a computer network to the number of concurrent users or number of downloads listed in the Subscription Form for the relevant Product.
- b. Remote Use: Customer, if granted a remote-use license, defined in the Subscription Form for the relevant Product, may make such Products available to Customer's Authorized Users who are not at the Licensed Site; provided that such availability is limited to non-commercial academic, educational and research use by the number of concurrent users or number of downloads set forth in the Subscription Form(s) for the relevant Product(s), and is further subject to the following conditions:
 - i. Authorized Users must access the Products only through the server or network located at the Licensed Site and Customer's server or network must have adequate security to allow access to the remote access account setup by NewsBank only by Authorized Users.
 - OR**
 - ii. Users must access the Product only through user authentication programs supplied to Customer by NewsBank.

In no event may Remote Access be used to avoid the need for another school, library, or other potential similar customer from subscribing to a Product. If NewsBank reasonably determines that Remote Access activities hereunder may be impairing NewsBank's ability to make sales of the Product or other NewsBank products to other customers, NewsBank may require such Remote Access activity to be modified or terminated, either entirely or with respect to the Customer's Authorized User(s) whose activity is impairing NewsBank's business.

5. Intellectual Property

- a. Customer acknowledges that the Products consist of materials copyrighted by third parties and containing trademarks owned by third parties, and that NewsBank owns the copyright of the compilations of these materials. The Product contains copyrighted material, trademarks and other proprietary information owned by NewsBank and its content providers, including without limitation, compilations, text, software, photographs, video, graphics, trademarks, service marks, logos, designs, and music and sound (the "Content"), and such Content is protected under U.S. copyright laws, U.S. trademark laws, and other intellectual property laws as well as international copyright and trademark laws and treaties. Customer acknowledges that its use of the Products, including use by Customer's Authorized Users, must not infringe the rights of NewsBank or of any third parties.
- b. Consistent with the fair-use provisions of the Copyright Act of the United States, Customer and Customer's Authorized Users are licensed to reproduce or store only insubstantial portions of the Products, resulting from specific searches for Customer's and/or Authorized Users' own non-commercial academic, educational and research purposes. Customer and Customer's Authorized Users will not store or use, or allow to be stored or used, any portion of the Products in a searchable database without written permission of NewsBank and (if applicable) its respective content providers. Nothing contained herein shall be construed as granting the Customer and its Authorized Users or any third party any interest in or to the Product or Content. All rights in and to the Product and Content are expressly reserved by NewsBank and/or NewsBank's respective content providers.

6. Warranty, Liability, Indemnity

- a. NewsBank and its respective content providers do not warrant that use of the Products will be uninterrupted or error-free.
- b. NewsBank and its content providers do not warrant the accuracy or completeness of the Products, or results obtained by using them. NewsBank disclaims liability for any offensive, defamatory, or infringing materials in the Products.
- c. Customer will take reasonable steps to ensure that Customer's Authorized Users will use the Products according to the terms of this Agreement, and that they will not bypass, or attempt to defeat, NewsBank's or Customer's security measures preventing unauthorized use of the Products.

- d. To the extent allowed by law, the Customer shall indemnify NewsBank against any claims or losses, including reasonable attorneys' fees, arising in whole or in part from any violation by the Customer of subparagraph 6.c.
- e. NEWSBANK AND ITS CONTENT PROVIDERS DISCLAIM ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- f. To the extent allowed by law, neither NewsBank nor its content providers will be liable for consequential or punitive damages, even if notified of their possibility.
- g. NewsBank warrants, to the best of its knowledge, that it has the authority to enter into this agreement and to grant the licenses made under this Agreement.
- h. NewsBank will indemnify Customer against all claims, liability, and expenses, including reasonable attorney's fees, as incurred, arising out of any third party claim for infringement or violation of that third party's intellectual property or proprietary rights in the product or software associated with the Product, but only to the extent such items remain unaltered and as provided to the Customer by NewsBank and further provided that Customer's use of the Product has not exceeded the scope of the license granted hereunder. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.
- i. Each party shall give the other prompt notice of any indemnification claim under this Section 6. The indemnifying party shall have the right to control the defense of the claim. The indemnified party may participate in the defense, at its own expense, after the indemnifying party assumes the control thereof.

7. Term, Termination and Perpetual License

- a. This Agreement will be in effect as of the Effective Date and continue to be in effect during each initial Product subscription period and any subsequent Product subscription renewal periods. Renewal subscriptions are subject to the mutual consent of both parties. Customer may not sell or otherwise transfer ownership of any physical media in which any Product may be delivered. NewsBank may terminate this Agreement for breach on thirty business days' notice. In the event that either party believes that the other materially has breached any obligations under this Agreement, or if NewsBank believes that Customer 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.
- b. Except for termination for cause, NewsBank hereby grants to Customer a nonexclusive, royalty-free, perpetual license to the Product, provided that the parties shall have agreed on fees for such use and such fees have been paid. 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 Customer and its Authorized Users shall have access to the Product shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

If for any reason, NewsBank or any successor to NewsBank ceases to provide permanent online access, NewsBank or such successor to NewsBank shall provide Customer or its designee, at cost, with an archival copy of the Product data (images & ASCII database) as of the date of discontinuance of online service, in a mutually agreeable electronic format (Customer to provide its own search engine).

- c. NewsBank will allow the Customer to purchase a magnetic tape load of the Product data (images & ASCII database) provided under this Agreement at anytime during the subscription period or within 60 days of cancellation or non-renewal, which the Customer can either archive or load onto a local server to be accessed by the Customer's own search and retrieval software. Customer and Customer's Authorized Users may use the archive as provided in Section 3. In no event shall Customer make the archival copy available to any third party.

8. Disputes

- a. This document, including any Subscription Form(s), is the entire Agreement between the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. With the exception of changes made to the Subscription Form(s), this Agreement may be modified only in writing, signed by both parties. A party's failure to exercise a right under this Agreement will not waive its other rights. Any provision found to be unenforceable will be construed for maximum effect, and will not impair the other provisions. Each third party content provider of Content has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.
- b. Disputes will be subject to California law (without giving effect to its choice-of-law provisions). The parties mutually agree that all disputes between them will be decided exclusively in the home state of the party against whom that suit and/or proceeding is instituted. Customer will accept service of process of any complaint by certified United States postal mail or its domestic or foreign equivalent.

NewsBank, inc.	NewsBank Customer
Authorized by:	Institution: <u>University of California at San Diego</u>
NewsBank Employee <u>[Signature]</u>	Authorized by: _____
NewsBank/Readex Customer	Name: _____
Employee Title: <u>SERVICE REPRESENTATIVE</u>	Title: <u>Head of Acquisitions</u>
Employee Signature: _____	Signature: _____
Date: <u>March 16, 2009</u>	Date: <u>March 12, 2009</u>

Lic31109TCP



THE UNIVERSITY OF CALIFORNIA-SAN DIEGO

Readex ♦ Archive of Americana

Searchable images via the Internet (all Initial fees are one-time, single payment)

Hispanic American Newspapers(1808-1980),Series I

Initial fee-List price upon completion

\$

Less: Archive of Americana combination discount of:

-Archive of Americana earned discount of:

Adjusted price through June 30,2009

\$

On-going support,training,content fee (annually,beginning 1st anniversary of purchase) \$

\$

Prices subject to change without notice.

Remote access approved by authorized user for academic libraries

Remote access not approved for public libraries

Unlimited number of concurrent users allowable

Offer valid through, June 30,2009

Georgia Frederick
Account Executive





THE UNIVERSITY OF CALIFORNIA-SAN DIEGO
FOREIGN BROADCAST INFORMATION SERVICE(FBIS) DAILY REPORTS
ON-LINE
1974-1996

Requested Individual Region Pricing:

1)China (CHI) ,1974-96

List Price-\$7

Less multiple region purchase discount-

Annual ETC fee(beginning on the 1st anniversary of purchase)- \$ 0

2)Asia and the Pacific (APA), 1974-87; East Asia (EAS) ,1987-96

List Price-\$7

Less multiple region purchase discount- \$7

Annual ETC fee(beginning on the 1st anniversary of purchase)-\$1

3)Latin America (LAT and LAM),1974-96

List Price-\$7

Less multiple region purchase discount- \$7

Annual ETC fee(beginning on the 1st anniversary of purchase)-\$7

NOTE: Subject to payment of annual fee, license provides for perpetual use of the collection by an unlimited number of concurrent users based on range of IP-addresses for the institution. Remote access permitted provided patrons are first authenticated by the institution. Remote access not allowed for public libraries

Offer valid through **June 30,2009**

Contact



THE UNIVERSITY OF CALIFORNIA-SAN DIEGO

Readex ♦ Archive of Americana

Searchable images via the Internet (all Initial fees are one-time, single payment)

California Historical Newspapers (Series I-VII)

Initial fees -

List price , \$ _____

Less: Archive of Americana combination discount of:

- Archive of America earned discount of:

Adjusted price through June 30, 2009 \$ _____

On-going support, training, content fee (annually, beginning 1st anniversary of purchase) \$ _____

Prices subject to change without notice.

Remote access approved by authorized user for academic libraries

Remote access not approved for public libraries

Unlimited number of concurrent users allowable

Offer valid through, June 30, 2009

Georgia Frederick
Account Executive



THE UNIVERSITY OF CALIFORNIA-SAN DIEGO

Readex ♦ Archive of Americana

Searchable images via the Internet (all Initial fees are one-time, single payment)

America's Historical Newspapers-Select

**San Diego Union and San Diego Tribune;Start Date 1871/End Date 1928
San Diego Union;Start Date 1929/End Date 1983**

Initial fees -

On-going support,training,content fee(annually,beginning 1st anniversary of purchase)

Prices subject to change without notice.
Remote access approved by authorized user for academic libraries
Unlimited number of concurrent users allowable
Offer valid through March 31, 2011

Account Executive



THE UNIVERSITY OF CALIFORNIA-SAN DIEGO

Readex ♦ Archive of Americana

Searchable images via the Internet (all Initial fees are one-time, single payment)

Afro-Americana;1535-1922

Marc record from LCP included at no extra charge

Initial fee-List price upon completion	\$:
Pre-publication price through June 30,2012	\$:
Less: Archive of Americana combination discount of:	
-Archive of Americana earned discount of:	
Adjusted price through June 30,2012	\$:
On-going support,training,content fee (annually,beginning 1st anniversary of purchase)	\$:

NOTE: Subject to payment of annual fee, license provides for perpetual use of the collection by an unlimited number of concurrent users based on range of IP-addresses for the institution Remote access permitted provided patrons are first authenticated by the institution.

Account Executive



Quote for
THE UNIVERSITY OF CALIFORNIA-SAN DIEGO

Readex ♦ Archive of Americana

Searchable images via the Internet (all Initial fees are one-time, single payment)

African American Periodicals;1825-1995

Initial fee-List price upon completion

[Text deleted]

Pre-publication price through June 30, 2013

[Text deleted]

Less: Archive of Americana combination discount of:

-Archive of Americana earned discount of: [Text deleted]

Adjusted price:

[Text deleted]

Special fiscal year- end discount-Adjusted price

[Text deleted]

On-going support ,training, content fee (annually,beginning1st anniversary of purchase) [Text deleted]

NOTE: Subject to payment of annual fee, license provides for perpetual use of the collection by an unlimited number of concurrent users based on range of IP-addresses for the institution
Remote access permitted provided patrons are first authenticated by the institution.

ALL PRICES EFFECTIVE THROUGH June 30, 2013

[Text deleted]

Account Executive

[Text deleted] phone/fax

[Text deleted] cell)

[Text deleted] ext. [Text deleted]

[Text deleted]