

# SPRINGER NATURE

## LICENSE AGREEMENT

### LICENSE DETAILS:

**License ID number:** 60864

**Customer:** University of California – San Diego

**Primary Address:** 9500 Gilman Drive La Jolla, CA 92093-<sup>[Text delete]</sup>

This License Agreement between Springer Customer Service Center, LLC, 233 Spring Street, New York, New York 10013, USA ("Licensor") and Customer (for itself, and if applicable, on behalf of the Licensees listed in Attachment 1) incorporates the following documents:

- This License Details page including Attachment 1: Customer and Licensee Information;
- The Product Terms;
- The General Terms and Conditions attached to the License Agreement with License ID 55814.

When executed by both parties, this License Agreement shall be deemed effective on the earlier of: (i) the earliest Commencement Date for any Product licensed hereunder, or (ii) the last date of signature by Licensor or Customer.

### 1. Products and License Fee

Products	License Fee		
	2017	2018	2019
<b>Single Title Journal Subscriptions and Legacy Sets (Springer, Adis, Palgrave Macmillan Journals, Academic Journals on nature.com)</b>			
- Palgrave Macmillan	\$ <sup>[Text deleted]</sup>	\$ <sup>[Text deleted]</sup>	<sup>[Text deleted]</sup>
<b>License Fees in Total</b>	<sup>[Text deleted]</sup>	<sup>[Text deleted]</sup>	<sup>[Text deleted]</sup>

CERTAIN CONTENT MADE AVAILABLE TO LICENSEE MAY BE SUBJECT TO AND LICENSED UNDER OPEN ACCESS LICENSE TERMS ("OPEN ACCESS CONTENT"). OPEN ACCESS CONTENT IS SOLELY SUBJECT TO THE APPLICABLE OPEN ACCESS LICENSE TERMS, SPECIFIED WITHIN THE CONTENT.

### 2. Payment Terms

- 2.1 The License Fee(s) is/are due within 30 days from the date of invoice. For multi-year contracts, Licensor will invoice Customer not earlier than 90 days prior to the beginning of each subsequent year of the Term, unless otherwise mutually agreed by the parties.
- 2.2 The License Fee for subsequent years of the Term will be calculated as follows:

The License Fee for each Product in each year after the first year of the Term will be increased to the amount set forth in Section 1 above.

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**IN WITNESS WHEREOF**, the parties have signed this License Agreement by their respective, duly authorized representatives on the date set forth below.

## CUSTOMER

Signature: [Text deleted]

Name  
(Printed) [Text deleted]

Title: All collection Services

Date: 6/19/18

## LICENSOR

Signature: [Text deleted]  
DocuSigned by:  
88CA1FB00D7AE8...

Name  
(Printed): [Text deleted]

Title: VP Sales

Date: 22 June 2018

# SPRINGER NATURE

## Attachment 1

### Customer and Licensee Information

#### Customer Information:

- Legal Entity Name: University of California – San Diego
- Address: 9500 Gilman Drive La Jolla, CA 92093 [Text deleted]
- Contact Individual: [Text deleted]
- Business Partner ID: [Text deleted]

Customer is Licensee for all purposes under the License Agreement.

Customer will supply Licensor with an initial list of its IP addresses used for the access to the Content (if not already supplied to Licensor), and shall notify Licensor of any IP address changes. Licensor reserves the right to confirm accuracy of the IP address(es) supplied before grant of access. Notwithstanding any to the contrary in this License Agreement, notifications of IP address changes may be made in electronic format.

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## Product Terms

### **Single Title Journal Subscriptions and Legacy Sets (Springer, Adis, Palgrave Macmillan, Academic Journals on nature.com)**

#### **1. Term and Access Rights**

- 1.1 The Term shall begin on January 1<sup>st</sup>, 2017 (the "Commencement Date") and shall end on December 31<sup>st</sup>, 2019.
- 1.2 Continuing Access Journals: During the Term, Licensee shall have access to the Continuing Access Journals listed in Section 3.1 first published during the Term. After the Term, Licensee shall have Perpetual Access to the Continuing Access Journals first published during the Term, subject to all the terms and conditions of this License Agreement.
- 1.3 Access Only Journals: During the Term only, Licensee will be granted access to the Access Only Journals listed in Section 3.2 first published during the Term.
- 1.4 Backfile Access During the Term: In addition, during the Term only, Licensee will be granted access to the Content of titles listed in Sections 3.1 published beginning 1997 (or, if later, first date of publication). For the avoidance of doubt, this backfile access provided during the term is in addition to Perpetual Access rights provided to the Licensee under previous License Agreements and is not deemed a modification of existing Perpetual Access rights, which will continue after the Term.

#### **2. Cessation of Publication / Transfer / Take Over**

- 2.1 If 3% or more of the Continuing Access Journals cease to be published by Licensor during the Term, upon Licensee's written request, Licensor may (1) substitute such Continuing Access Journal with another journal with an approximate value equal to or greater than the value of the discontinued Continuing Access Journal (based on current year list prices of the discontinued journal and the replacement journal(s), or (2) receive a reduction or credit of the Licensee Fee in the amount of the value of the discontinued Continuing Access Journal, taking into account the Licensee's subscription history
- 2.2 If Licensor's publishing rights to a Continuing Access Journal are transferred to another publisher, Licensor will use commercially reasonable efforts to provide Licensee with access to the Content of the Continuing Access Journal licensed under these Product Terms either (a) online on the Platform, (b) online on the new publisher's website, or (c) offline by providing the same on a mutually acceptable digital storage medium. In case of (c) above, use of the Continuing Access Journal shall be subject to the terms of this License Agreement, except for Sections 4.3 and 4.4 of the General Terms and Conditions as referenced in this Agreement. If Licensor is unable to do any of the foregoing, Section 2.1 above shall govern.
- 2.3 If Licensee subscribes to one or more journals from a third-party publisher which are acquired by Licensor during the Term (the "Take-Over Journals"), the Take-Over Journals may be added, upon Licensor's and Licensee's mutual decision, to this License Agreement after expiration of Licensee's subscription with the third-party publisher, to the extent Licensor's acquired rights in the Take-Over Journals permit. The current year list price of the selected Take-Over Journals will be added to the License Fee.

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## 3. Content

### 3.1 Continuing Access Journals

#### Palgrave Journals

	<b>Title No.</b>	<b>Title</b>	<b>ISSN electronic</b>	<b>Year</b>
1.	41269	Acta Politica	1741-1416	2017-2019
2.	41290	American Journal of Cultural Sociology	2049-7121	2017-2019
3.	41294	Comparative Economic Studies	1478-3320	2017-2019
4.	41305	Feminist Review	1466-4380	2017-2019
5.	41308	IMF Economic Review	2041-417X	2017-2019
6.	41267	Journal of International Business Studies	1478-6990	2017-2019
7.	41276	Latino Studies	1476-3443	2017-2019
8.	41285	Social Theory & Health	1477-822X	2017-2019
9.	41286	Subjectivity	1755-635X	2017-2019
10.	41280	Postmedieval: A Journal of medieval cult	2040-5979	2017-2019
11.	41274	Journal of the Operational Research Society	No longer published	2017
12.	41275	Knowledge Management Research & Practice	No longer published	2017
13.	41273	Journal of Simulation	No longer published	2017