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THIS LICENSE IS AGREED the 20th day of January, 2011

BETWEEN

1. KONINKLIJKE BRILL NV, Plantijnstraat 2, 2300 PA Leiden, The Netherlands, ("the Publisher")

and

2. UNIVERSITY OF CALIFORNIA, SAN DIEGO of 9500 Gilman Dr, La Jolla, CA 92039 ("the Licensee")

WHEREAS the Publisher holds the rights granted under this License

AND WHEREAS the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the license to use the rights for the Fee, subject to the terms and conditions of this License.

IT IS AGREED AS FOLLOWS:

1. KEY DEFINITIONS

1.1 In this License, the following terms shall have the following meanings:

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Current members of the faculty and other staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Licensee, who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users’ offices and homes, halls of residence and student dormitories) and who have been issued by the Licensee with a password or other authentication together with other persons who are permitted to use the Licensee’s library or information service and access the Secure Network but only from computer terminals within the Library Premises.

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**Electronic Reserve**
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Fee
The Fee set out in Schedule 1 or in new Schedules to this License which may be agreed by the parties from time to time.

Instalment Fee
The Instalment Fee, as set out in Schedule 1, is an annual fee which becomes payable under clause 8.5, in consideration of the addition of any Supplementary Materials to the Licensed Materials.

Learning Object
A self-contained unit of learning, education or training comprising information content, learning activities and metadata designed to explain a stand-alone learning objective.

Library Premises
The physical premises of the library or libraries operated by the Licensee, as specified in Schedule 2.

Licensed Materials
The electronic material as set out in Schedule 1 or in new Schedules to this License that may be agreed by the parties from time to time (including such ancillary materials that are owned or controlled by the Publisher and produced specifically to complement, supplement and support the said electronic material or any part of the same including podcasts, data sets, blogs, images, music, games, tests and quizzes).

Maintenance Fee
The Maintenance Fee (also referred to as: Hosting Fee) specified in Schedule 1, which becomes payable under clause 8.4, in consideration of the Publisher’s continuing to host the Licensed Materials on the Server and provide continuing access thereto to the Licensee and update Publisher’s online services in accordance with general market expectations.

MARC Records
For the purpose of cataloguing certain Licensed Materials, the Publisher will make available sets of Marc Records as specified in Schedule 1.

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Supplementary Materials
Materials that are related in nature to the Licensed Materials or serve as an update of the Licensed Materials, as added to the Licensed Materials by the Publisher from time to time in return for an Instalment Fee as set out in Schedule 1.

Text Mining
A machine process by which information may be derived by identifying patterns and trends within natural language through text categorisation, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms.
Virtual Learning Environment  A software system designed to manage and support teaching and learning in education, including systems variously referred to as Course Management Systems, Learning Management Systems, Learning Support Systems, Managed Learning Environments, and similar names.

2. AGREEMENT

2.1 The Publisher agrees to grant to the Licensee the non-exclusive and non-transferable perpetual right, throughout the world, to give Authorized Users access to the Licensed Materials via a Secure Network for the purposes of research, teaching and private study, subject to the terms and conditions of this License, and the Licensee agrees to pay the Fee.

2.2 This License shall commence at the date of this Agreement and shall remain in full force and effect without limit of time unless terminated under the provisions of clause 10 of this License.

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3.1 The Licensee, subject to clause 6 below, may:

3.1.1 Make such temporary local electronic copies by means of cacheing of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorized Users and not to make available to Authorized Users duplicate copies of the Licensed Material.

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6.1 Neither the Licensee nor Authorized Users may:

6.1.1 remove or alter the authors’ names or the Publisher’s copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;

6.1.2 systematically make print or electronic copies of multiple extracts or make multiple copies of any part of the Licensed Materials for any purpose other than expressly permitted by this License;
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6.1.3 prepare derivative works or download, mount or distribute any part of the Licensed Material on any electronic system or network, including without limitation the Internet and the World Wide Web, other than the Secure Network, except where expressly permitted by this License under clause 3.2.6;

6.1.4 reverse engineer, decompile, alter, abridge or otherwise modify the Licensed Materials or any part of them for any purpose whatsoever, except as expressly provided in this License.

6.2 The Publisher’s explicit written permission must be obtained in order to:

6.2.1 use all or any part of the Licensed Materials for any Commercial Use;

6.2.2 systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorized Users;

6.2.3 publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this License;

6.2.4 alter, abridge, adapt or modify the Licensed Materials, except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this License, to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

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7.1 The Publisher warrants to the Licensee that the Licensed Materials used as contemplated by this License do not infringe the copyright or any other proprietary or intellectual property rights of any person. The Publisher shall indemnify and hold the Licensee harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this License for any reason. This indemnity shall not apply if the Licensee has amended the Licensed Materials in any way not permitted by this License.

7.2 The Publisher shall:

7.2.1 make the Licensed Materials available to the Licensee from the Server via the Internet access as specified in Schedule 1. The Publisher will notify the Licensee at least sixty (60) days in advance of any anticipated specification change applicable to the Licensed Materials. If the changes render the Licensed Materials less useful in a material respect to the Licensee, the Licensee may within thirty days of such notice treat such changes as a breach of this License under clause 10.1.2 and 10.4.

7.2.2 provide the Licensee, within 30 days of the date of this License, with information sufficient to enable the Licensee to access the Licensed Material.

7.2.3 use reasonable endeavours to ensure that the Server has adequate capacity and bandwidth to support the usage of the Licensee at a level commensurate with the standards of availability for information services of similar scope operating via the
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World Wide Web, as such standards evolve from time to time over the term of this License.

7.2.4 use reasonable endeavours to make the Licensed Materials available to the Licensee and to Authorized Users at all times and on a twenty-four hour basis, save for routine maintenance (which shall be notified to the Licensee in advance wherever possible), and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service.

7.3 The Publisher reserves the right at any time 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. The Publisher shall give written notice to the Licensee of such withdrawal. If the withdrawal represents more than ten per cent (10%) of the Licensed Materials, the Publisher shall refund to the Licensee that part of the Fee that is in proportion to the amount of material withdrawn and the remaining lifetime, which solely for the purpose of this clause 7.3 is assumed to be 10 years.

7.4 The Publisher undertakes to use reasonable endeavours to provide or to make arrangements for a third party to provide an archive of the Licensed Materials for the purposes of long term preservation of the Licensed Materials.

7.5 Collection and analysis of data on the usage of the Licensed Materials will assist both the Publisher and the Licensee to understand the impact of this License. The Publisher shall facilitate the collection and provision of such usage data on the number of chapters, articles or other single items downloaded or printed, by supplying the tools to Licensee to generate statistics on a monthly basis. Such usage data shall be compiled in a manner consistent with applicable privacy and data protection laws and as may be agreed between the parties from time to time, and the anonymity of individual users and the confidentiality of their searches shall be fully protected. In the case that the Publisher assigns its rights to another party under clause 11.3, the Licensee may at its discretion require the assignee either to keep such usage information confidential or to destroy it.

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8. LICENSEE'S UNDERTAKINGS

8.1 The Licensee shall:

8.1.1 use reasonable endeavours to ensure that all Authorized Users are aware of the importance of respecting the intellectual property rights in the Licensed Materials and of the terms and conditions of this License, and use reasonable endeavours to notify Authorized Users of the terms and conditions of this License and take steps to protect the Licensed Materials from unauthorized use or other breach of this License;

8.1.2 use reasonable endeavours to monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Publisher and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;

8.1.3 issue passwords or other access information only to Authorized Users and use all reasonable endeavours to ensure that Authorized Users do not divulge their passwords or other access information to any third party;

8.1.4 provide the Publisher, within 30 days of the date of this Agreement, with information sufficient to enable the Publisher to provide access to the Licensed Material in accordance with its obligation under clause 7.2.1. Should the Licensee make any significant change to such information, it will notify the Publisher not less than ten (10) days before the change takes effect.

8.1.5 keep full and up-to-date records of all IP addresses and provide the Publisher with details of such additions, deletions or other alterations to such records as are necessary to enable the Publisher to provide Authorized Users with access to the Licensed Materials as contemplated by this License.

8.2 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 Licensed Materials by the Licensee or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims.

The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense.
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8.3 The Licensee shall, in consideration for the rights granted under this License, pay the Fee within thirty (30) days of receipt of invoice and receipt of such payment shall be a condition of this License coming into effect. For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value added or similar taxes and the Licensee shall be liable for any such taxes in addition to the Fee.

8.4 From the year after this License has become into effect, Licensee shall pay an annual Maintenance Fee as set out in Schedule 1. For the avoidance of doubt, for any year that the Maintenance Fee is not paid, the licensee and its Authorized Users shall have no access to the Licensed Materials on the Publisher's Server. Upon request of Licensee, Publisher shall forthwith provide electronic copies of the Licensed Materials to the Licensee for hosting locally on a server within the Secure Network for access by Authorized Users under the terms of clauses 3 and 6 of this License.

8.5 If appropriate, the Licensee shall pay a reasonable annual Instalment Fee to be agreed upon by the Publisher and Licensee as set out in Schedule 1 for the Supplementary Materials added by the Publisher. The Publisher agrees that annual adjustments of the Instalment Fee shall be reasonable and in accordance with the quantity and quality of the added Supplementary Materials.

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9.1 To the extent allowed by law, each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

10. TERM AND TERMINATION

10.1 This License shall be terminated:

10.1.1 if the Licensee wilfully defaults in making payment of the Fees as provided in this License and fails to remedy such default within thirty (30) days of notification in writing by the Publisher;

10.1.2 if the Publisher commits a material or persistent breach of any term of this License and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the Licensee;

10.1.3 if the Licensee commits a wilful material and persistent breach of the Publisher’s copyright or other intellectual property rights or of the provisions of clause 3 in respect of usage rights or of clause 6 in respect of prohibited uses;

10.1.4 if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

10.2 Except as otherwise provided herein, on termination all rights and obligations of the parties automatically terminate.

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terminated before a term of ten (10) years. Repayment shall be equal to \( \frac{1}{10} \) of the total fee for the Licensed Materials multiplied by the number of years remaining in the ten (10) year term.

10.4 On termination of this License by the Licensee for cause, as specified in clause 10.1.2 above, the Publisher shall forthwith provide electronic copies of the Licensed Materials to the Licensee for hosting locally on a server within the Secure Network for access by Authorized Users under the terms of clauses 3 and 6 of this License, which shall survive such termination.

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11.1 This License constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this License, whether oral or written.

11.2 Alterations to this License and to the Schedules to this License are only valid if they are recorded in writing and signed by both parties.

11.3 This License may not be assigned by either party to any other person or organisation, nor may either party sub-contract any of its obligations, except as provided in this License in respect of the management and operation of the Server, without the prior written consent of the other party, which consent shall not unreasonably be withheld.

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AS WITNESS the hands of the duly authorized representatives of the parties the day and year below first written

FOR THE PUBLISHER: BRILL

Name (in block capitals): ___________________________ Date: 1-22-2011

Position / Title: Sales Director
Director of Sales for the Americas

FOR THE LICENSEE: University of California, San Diego

Name (in block capitals): ___________________________ Date: January 21, 2011

Position / Title: Head, VESD Libraries Acquisitions
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SCHEDULE 1

LICENSED MATERIALS, FEES, ACCESS METHOD AND MARC RECORDS

A schedule dated [date] to the License dated [date] between Koninklijke Brill NV, Leiden, The Netherlands and [Licensee].

1. THE LICENSED MATERIALS

The following titles and/or collections purchased by the Licensee:

<table>
<thead>
<tr>
<th>Title</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Encyclopedia of Jews in the Islamic World</td>
<td></td>
</tr>
</tbody>
</table>

Outright purchase for unlimited simultaneous users:

List of Licensed Material: for each item list title and Fee (the purchase price). For e-book collections and other collections separate lists of all individual titles will be made available.

2. THE SUPPLEMENTARY MATERIALS (if applicable)

The following titles and/or collections shall have annual additions to the Licensed Materials. The Instalment Fee shall be payable from the first full calendar year after the purchase of the Licensed Materials (see clause 8.5).

<table>
<thead>
<tr>
<th>Title</th>
<th>Fee</th>
<th>Commencing year</th>
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<tbody>
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<td>4.</td>
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</table>

As a rule the Instalment Fee becomes payable from year 2 of the online service. Exceptions to this rule should be specified.

3. MAINTENANCE FEE

In consideration of the Publisher’s continuing to host the Licensed Materials on the Server and provide continuing access thereto to the Licensee and update its online services in accordance with general market expectations, Licensee shall pay an annual Maintenance Fee for the following titles and/or collections:

<table>
<thead>
<tr>
<th>Title</th>
<th>Maintenance Fee</th>
<th>Commencing year</th>
</tr>
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<tbody>
<tr>
<td>1. Annual Access fee</td>
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<td>2012</td>
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<td>2.</td>
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</tbody>
</table>

OPSI 2.0 - 080210 11
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As a rule the Maintenance Fee becomes payable from year 2 of the online service. Exceptions to this rule should be specified.

4. ACCESS METHOD

☐ Authentication via User ID/password and IP Address
☑ Authentication via IP address
☐ Authentication via Athens / Shibboleth

5. MARC RECORDS

For the purpose of cataloguing certain Licensed Materials, the Publisher will make available sets of Marc Records as specified below.

<table>
<thead>
<tr>
<th>Title</th>
<th>MARC records</th>
<th>Other records</th>
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</tbody>
</table>

List of Licensed Material with MARC Records available. For other record format, please specify.

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FOR THE PUBLISHER: BRILL

Name (in block capitals): ____________________________ Date: 1-22-2011
Position / Title: ____________________
Director of Sales for the Americas

FOR THE LICENSEE: University of California, San Diego

Name (in block capitals): ____________________________ Date: January 21, 2011
Position / Title: ____________________
Head, UCI Libraries

OPSI 2.0 - 080210 12
### SCHEDULE 2

**LICENSEE’S LIBRARY PREMISES**

A schedule dated [date] to the License dated [date] between Koninklijke Brill NV, Leiden, The Netherlands and [Licensee]

*List of addresses of all Library Premises, Domain Name(s) and IP addresses and/or ranges:*

- **Class B Network:** first two network numbers plus asterisks for host addresses, i.e.: 125.64.**.
- **Class C network:** first three network numbers plus an asterisk for host address, i.e.: 125.64.133.**
- **Single station:** all four numbers, i.e. 125.64.133.20; or ranges, i.e. 125.64.133.20-125.64.133.40

<table>
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<tr>
<th>Library name &amp; address</th>
<th>Domain name(s)</th>
<th>IP addresses/ranges</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of California, San Diego</td>
<td></td>
<td>provided separately</td>
</tr>
</tbody>
</table>

**Network contact:**

- **Name:**
- **Telephone:**
- **Fax:**
- **E-mail address:**

---

**AS WITNESS** the hands of the duly authorized representatives of the parties the day and year below first written

**FOR THE PUBLISHER: BRILL**

- **Name (in block capitals):**
- **Position / Title:** Director of Sales for the Americas
- **Date:** 1/21/11

**FOR THE LICENSEE: University of California, San Diego**

- **Name (in block capitals):**
- **Position / Title:** Head, UCSD Libraries Acquisitions
- **Date:** 1/21/11

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13
Brill Publishers and Regents of the University of California, San Diego
License Agreement

Addendum One

THIS ADDENDUM is made on the 3rd day of May 2012

BETWEEN:

Licensor: Brill Publishers, 153 Milk Street, Boston, MA 02109 USA
Licensee: The University of California, San Diego with its principal offices 9500 Gilman Dr. 0175A, La Jolla, CA 92093 USA

This is an Addendum to the Brill Publishers and The University of California San Diego License Agreement (the “Agreement”) signed by the Licensor October 22, 2011 and made between the Licensor and the Licensee;

From the Date hereof the License Agreement shall be amended as follows:

1. The Licensed Materials outlined on Schedule one shall include, effective May 30, 2012, in addition to that specific in the License Agreement, PERPETUAL unlimited web-based access for the University of California, San Diego only to the following:

   CLASSICAL MEXICAN CINEMA

2. The License Agreement shall remain in full force and effect, and the terms of the License Agreement shall apply to the Licensed Material set out herein as if it were included in the License Agreement.

3. Licensee is permitted unlimited simultaneous use for the above resource.

4. The Licensee purchase fee for shall be [Text Deleted] CRL discount or [Text Deleted] by the University of California, San Diego.

The parties each agree to this Addendum to the License Agreement

Signed: [Text Deleted]

Date: 6/3/2012

Title: [Text Deleted]

For and on behalf of
Brill Publisher

Signed: Head of Acquisitions

Date: 8/1/12

Title: [Text Deleted]

For and on behalf of
Regents of the University of California
Addendum Two

THIS ADDENDUM is made on the 3rd day of May 2012

BETWEEN:

Licensor: Brill Publishers, 153 Milk Street, Boston, MA 02109 USA
Licensee: The University of California, San Diego with its principal offices 9500 Gilman Dr. 0175A, La Jolla, CA 92093 USA

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1. The Licensed Materials outlined on Schedule One shall include, effective May 30, 2012, in addition to that specific in the License Agreement, PERPETUAL unlimited web-based access for the University of California, San Diego only to the following:

   Encyclopedia of Hebrew Language and Linguistics

2. The License Agreement shall remain in full force and effect, and the terms of the License Agreement shall apply to the Licensed Material set out herein as if it were included in the License Agreement.

3. Licensee is permitted unlimited simultaneous use for the above resource.

4. The Licensee purchase fee for shall be [Text Deleted] access by the University of California, San Diego.

The parties each agree to this Addendum to the License Agreement

Sign.

Date: 10/3/2012
Title: [Text Deleted]

For and on behalf of
Brill Publisher

Signed: [Text Deleted]

Date: August 2, 2012
Title: [Text Deleted]

For and on behalf of
Regents of the University of California
Brill Publishers and the University of California, San Diego
License Agreement

Addendum Three

THIS ADDENDUM is made on the 17th day of April 2014

BETWEEN:

Licensor: Brill Publishers, 153 Milk Street, Boston, MA 02109 USA
Licensee: The University of California, San Diego with its principal offices 9500 Gilman
Dr. 0175A, La Jolla, CA 92039 USA

This is an Addendum to the Brill Publishers and The University of California San Diego License Agreement (the "Agreement") signed by the Licensor October 22, 2011 and made between the Licensor and the Licensee;

From the Date hereof the License Agreement shall be amended as follows:

1. The Licensed Materials outlined on Schedule one shall include, effective April 17, 2014, in addition to that specific in the License Agreement, PERPETUAL unlimited web-based access for the University of California, San Diego only to the following:

   Le Grand Ricci Online

2. The License Agreement shall remain in full force and effect, and the terms of the License Agreement shall apply to the Licensed Material set out herein as if it were included in the License Agreement.

3. Licensee is permitted unlimited simultaneous use for the above resource.

4. The Licensee purchase fee for shall be for access by the University of California, San Diego.

The parties each agree to this Addendum to the License Agreement

Signed [Text Deleted]  
Date: 4/22/14  
Title: [Text Deleted]

For and on behalf of  
Brill Publisher

Signed [Text Deleted]  
Date: 4/29/14  
Title: [Text Deleted]

For and on behalf of  
The University of California, San Diego