

License Agreement

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- b. Implementation of Developing Security Protocols. Licensee and UCPress shall cooperate in the implementation of security and control protocols and procedures as they are developed by either party during the term of this Agreement.

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13. Indemnification

Each party shall defend, indemnify, and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries asserted by any third party, 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 sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement

14. Assignment and Transfer

Licensee may not transfer or assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of UCPress.

15. Governing Law

This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of California, excluding any such laws that might direct the application of the laws of another jurisdiction, and applicable laws of the United States of America. The federal courts located in Alameda or San Francisco Counties, California, or the state courts in Alameda County, California, shall have jurisdiction to hear any dispute, as applicable, under this Agreement.

16. Dispute Resolution

In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement that are not affected by the dispute.

17. General

a. 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, terrorism, insurrections, labor disputes and/or any other cause beyond the reasonable control of the party whose performance is affected.

b. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, 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. The parties shall negotiate in good faith on a replacement provision designed to express the original intent of the parties in a lawful manner.

c. Waiver

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.

d. Notices

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within three business 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 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.

18. Renewal

This agreement shall be renewable at the end of the current term for a successive length of time term unless either party gives written notice of its intention not to renew thirty (30) days before expiration of the current term.

19. 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 sixty (60) 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 sixty (60) 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.

If to UCPress:
[clause deleted]

If to Licensee:

[Licensee

Address of Licensee

City of Licensee

State of Licensee

Country of Licensee

Postal Code of Licensee]

e. Survival

Notwithstanding any termination or expiration of this Agreement, paragraphs 8, 11, 12, 13 and 15 shall survive.

f. Headings

The section headings in this Agreement are used for convenience only, are not substantive, and shall not be interpreted to define, describe, or otherwise limit the interpretation of the provision under the section headings or of the Agreement as a whole.

g. Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior and contemporaneous communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. No amendment to this Agreement shall be effective unless it is in a writing signed by authorized representatives of both parties.

AGREED TO AND ACCEPTED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

BY: [signature removed]

DATE: 10/19/05

Authorized Signature

Print Name: R. Lee

Title: [text removed]

Address: [text removed]

Telephone No.: [text removed]

E-mail: [text removed]

LICENSEE:

BY: [signature removed]

DATE: 10/20/05

Authorized Signature

Print Name: Tony Harvell

Title: [text removed]

Address: [text removed]

Telephone No.: [text removed]

E-mail: [text removed]

Appendix A
2005 AnthroSource Content

1. Current Electronic Content

Current issues of 11 peer-reviewed journals bulletins published by the American Anthropological Association from 2004 on.

American Anthropologist
American Ethnologist
Anthropology & Education Quarterly
Anthropology & Humanism
Archaeological Publications of the American Anthropological Association (AP3A) Cultural Anthropology
Ethos
Journal of Linguistic Anthropology
Medical Anthropology Quarterly
National Association for the Practice of Anthropology (NAPA)
Bulletin PoLAR: The Political and Legal Anthropology Review

2. Archival Content

A complete full-text archive of all peer-reviewed journals, newsletters and bulletins published by the American Anthropological Association through 2003.

Peer-Reviewer Journals

American Anthropologist (JSTOR archive)
American Ethnologist (JSTOR archive)
Anthropology & Education Quarterly
Anthropology & Humanism
Anthropology of Consciousness
Archaeological Publications of the American Anthropological Association (AP3A)
City & Society
Cultural Anthropology (JSTOR archive)
Culture & Agriculture
Ethos (JSTOR archive)
Journal of Latin American Anthropology
Journal of Linguistic Anthropology
Journal for the Society for the Anthropology of Europe
Medical Anthropology Quarterly
Museum Anthropology (JSTOR archive)
National Association for the Practice of Anthropology (NAPA) Bulletin
Nutritional Anthropology
PoLAR: The Political and Legal Anthropology Review
Transforming Anthropology
Visual Anthropology Review

Bulletins and Newsletters

Anthropology News (prior to 1996)

Anthropology of Work Review

Central States Anthropology Bulletin

General Anthropology Bulletin

North American Dialogue

Teaching Anthropology

Voices

Addendum to AnthroSource Agreement

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Signed

[signature removed]

Rachel Lee, University of California Press
11.08.2005

Signed

[signature removed]

Tony Harvell
University of California, San Diego
11/14/05

ADDENDUM

This Addendum applies the License Agreement, dated 10/6/2005 between the Regents of the University of California and Gideon Informatics, excluding sections III, VIII, IX, X, and XI for the duration of the University of California - San Diego's trial period of the GIDEON service.

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