

**THIS EIGHTH ADDENDUM dated 7<sup>th</sup> September 2022 (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,[text deleted] (the "Licensee")**

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

- Mass Observation Online (includes Mass Observation I)
- Mass Observation II
- 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
- 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)
- Migration to New Worlds (Module I)
- Frontier Life
- Confidential Print: Africa, 1834-1966
- Foreign Office Files for the Middle East, 1971-1974 (Module I)
- Foreign Office Files for the Middle East, 1975-1978 (Module II)
- Colonial America: Towards Revolution (Module II)
- American Indian Newspapers
- Socialism on Film Module I: Wars & Revolutions
- Socialism on Film Module II: Newsreels & Cinemagazines
- Socialism on Film Module III: Culture & Society
- African American History
- Age of Exploration
- America in World War Two: Oral Histories
- American History Module I
- American History Module II
- Apartheid Section I: 1948-1966
- Apartheid Section II: 1967-1975
- Apartheid Section III: 1976-1980
- Children's Literature and Culture
- China: Trade, Politics and Culture
- China: Culture & Society
- Church Missionary Society Periodicals Module I
- Church Missionary Society Periodicals Module II
- Colonial America Module III: The American Revolution
- Colonial America Module IV: Legislation and Politics in the Colonies
- Colonial America Module V: Growth, Trade and Development
- Early Modern England: Society, Culture and Everyday Life
- East India Company A - D: Trade, Governance and Empire, 1600-1947

- East India Company G: Factory Records for South Asia and South East Asia, 1595 - 1830
- East India Company G: Factory Records for China, Japan and the Middle East, 1596 - 1870
- East India Company: Correspondence: Early Voyages, Formation and Conflict
- Eighteenth Century Journals Section I
- Eighteenth Century Journals Section II
- Eighteenth Century Journals Section III
- Eighteenth Century Journals Section IV
- Eighteenth Century Journals Section V
- Eighteenth Century Drama
- Ethnomusicology
- Food and Drink in History Module I
- Food and Drink in History Module II
- Foreign Office Files Japan: 1919-30, Japan and Great Power Status
- Foreign Office Files Japan: 1931-45, Japanese Imperialism and the War in the Pacific
- Foreign Office Files Japan: 1946-52, Occupation of Japan
- Foreign Office Files for the Middle East: 1979-1981, The Iranian Revolution and the Iran-Iraq War
- Foreign Office Files for South East Asia Section I: 1963-1966, Cold War in the Pacific, Trade Relations, and the Post-Independence Period
- First World War: A Global Conflict
- First World War: Personal Experiences
- First World War: Propaganda and Recruitment
- First World War: Visual Perspectives and Narratives
- Gender: Identity and Social Change
- Global Commodities
- India, Raj & Empire
- J Walter Thompson: Advertising America
- Leisure, Travel & Mass Culture
- Literary Manuscripts: Berg
- Literary Manuscripts: Leeds
- Literary Print Culture
- London Lowlife
- Macmillan Cabinet Papers, 1957-1963
- Market Research & American Business
- Mass Observation Module 1: 1980's
- Medical Services and Warfare I Module I
- Medical Services and Warfare Module II: 1928-1949
- Medieval Family Life
- Medieval Travel Writing
- Meiji Japan
- Migration to New Worlds Module II: The Modern Era
- Nineteenth Century Literary Society: The John Murray Publishing Archive
- The Nixon Years, 1969-1974
- Perdita Manuscripts, 1500-1700
- Popular Culture in Britain and America Section I
- Popular Culture in Britain and America Section II
- Popular Medicine in America
- Poverty, Philanthropy and Social Conditions in Victorian Britain
- Race Relations in America
- Romanticism: Life, Literature and Landscape
- Service Newspapers of World War Two: Module I
- Service Newspapers of World War Two: Module II
- Sex and Sexuality Module I
- Sex and Sexuality Module II
- Shakespeare in Performance
- Shakespeare's Globe Archive
- Slavery, Abolition and Social Justice
- Trade Catalogues and the American Home
- Travel Writing, Spectacle & World History

- Victorian Popular Culture: Spiritualism, Sensation and Magic
  - Victorian Popular Culture: Circuses, Sideshows and Freaks
  - Victorian Popular Culture: Music Hall, Theatre and Popular Entertainment
  - Victorian Popular Culture: Moving Pictures, Optical Entertainments and the Advent of Cinema
  - Virginia Company Archives
  - Women in The National Archives
  - World's Fairs
  - **Colonial Caribbean, Module I**
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#### **Clause (1):**

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

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#### **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 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.*

**INSERT:** *Availability of Licensed Materials: Upon the Effective/Publication Date 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.*

#### **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 five percent (5%) 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.*

*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.*

*On payment of the one-time hosting fee, no further hosting fees are payable for this order.*

### **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] \_\_\_\_\_ Sep 22, 2022

THE LICENSEE:

[text deleted] \_\_\_\_\_ Sep 21, 2022


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PLEASE COMPLETE, SIGN AND RETURN ONE COPY OF THIS FULLY-EXECUTED LICENCE ADDENDUM