

INSTITUTIONAL SUBSCRIPTION AGREEMENT

This Institutional Subscription Agreement between DIS Magazine LLC (“DIS”) and the subscribing institution UC San Diego (the “Subscriber”) establishes the terms of license and other rules applying to an institutional subscription to <https://dis.art>, the e-journal featuring educational and entertainment videos and texts (the “Website”).

1. **License Fee.** Subscriber agrees to purchase a 12 month license set forth in Section 2 for the [Text deleted] The subscription membership (“Subscription Membership”) for the 2022-2023 Academic Year will commence on the date of 10-01-2022 provided that (i) this Agreement is signed and (ii) payment of the license fee is forthcoming in the next 60 days.
2. **Scope of License.** The Subscription Membership grants the Subscriber a limited, non-exclusive, revocable, nontransferable license to access certain non-public parts of the www.DIS.art website (the “Website”) via the Subscriber’s Internet protocol web addresses (IP addresses) and permit the Subscriber’s Authorized Users to access the non-public parts of the Website and make the uses set forth below. “Authorized Users” are current employees, faculty and students of the Subscriber, and other persons affiliated with the Subscriber (e.g., alumni or retirees) who have general Internet access through the campus network and whose identity is authenticated at the time of log-in to the campus network and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Subscriber; as well as visitors who are physically present at Subscriber’s site and get temporary Internet access via the Subscriber’s IP address. By accessing the Website and by virtue of their terms, each individual Authorized User will consent to the applicable terms of our Terms of Use and Privacy Policy posted on the Website.
3. **Intellectual Property and Permitted Uses.** (a) The public and non-public contents of the Website (collectively, the “DIS Content”) are protected by copyright under the laws of the United States and other countries. The content on the Website is owned by DIS and its contributors. Authorized Users accessing the Website through the Subscription Membership may (i) search, stream, and screen in the classroom the DIS Content solely for their educational, personal, non-commercial use, and (ii) solely where express permission is given, download and/or print certain texts of the DIS Content, provided in each case that they agree to abide by any copyright notice or other restriction contained in any individual posting and include any author attribution, copyright and trademark notice or restriction in any materials that they stream or download. Authorized Users shall not remove, cover, overlay, obscure, block or change any such copyright and trademark notice or legend. Subscriber and the Authorized Users may not resell streams or downloads, or otherwise use any DIS Content for any commercial or other purpose, redistribute or retransmit any DIS Content, publicly perform or display any DIS Content, or make derivative works therefrom. All rights not expressly granted herein are reserved by DIS.

(b) The Subscriber agrees to create and maintain appropriate security measures to ensure that only Authorized Users can access the non-public DIS Content. If the Subscriber becomes aware of any unauthorized access to the non-public DIS Content, Subscriber shall immediately notify DIS and cooperate in locating and attempting to stop the individual who is abusing the service.

(c) DIS shall have the right to remove any part of the DIS Content from the Website without notice. If any removal of a substantial portion of the DIS Content renders the licensed materials less useful to Subscriber or its Authorized Users, DIS shall reimburse Subscriber in an amount proportional to the total fees owed by Subscriber under this Agreement.

4. Warranties; Disclaimer and Limitation of Liability. (a) DIS warrants that it has all necessary rights, permissions and clearances to license the DIS Content to Subscriber for the purposes outlined in this Agreement, and that the use of the DIS Content in accordance with the terms of this Agreement shall not infringe the copyrights or other intellectual property rights of any third party. Subscriber shall promptly notify DIS in the event it becomes aware of any claims of infringement of such rights. DIS shall indemnify and hold harmless the Subscriber for any losses, claims, damages, awards, or penalties that it incurs (including reasonable attorneys' fees) which arise from any third party claim for infringement of copyright or other intellectual property rights arising from the Subscriber's or an Authorized User's use or access to the DIS Content in accordance with the terms of this Agreement.

(b) Except as provided in this Section 5, the Website and the DIS Content are provided on an "as is" basis. DIS makes no representation or warranty, express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose, or the accuracy, reliability, timeliness, or completeness of any material or that the same is non-defamatory or otherwise lawful. The Subscriber and Authorized Users accessing the Website acknowledge that any reliance on or use of such material shall be at their sole risk. In no event shall DIS be liable for any indirect, incidental, reliance, special or consequential damages arising out of the use of or inability to use the Website. Except for infringement of copyright, the aggregate liability of DIS for damages or loss to the Subscriber shall not exceed the license fee paid by Subscriber under this Agreement.

5. Term and Termination. (a) At least 60 days prior to the expiration of the license DIS will send the Subscriber an invoice stating the price to renew the license for an additional year, and any revisions to this Agreement DIS may require. In the event of termination or expiration for any reason, the provisions set forth in Sections 4, 5, 7 and 8 shall survive.

(b) In the event that either party believes that the other has materially breached any obligations under this Agreement, such party shall notify the breaching party in writing. If the breach is curable, the breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that the cure has been effected. If the breach is not cured within the 30-day period, as applicable, the non-breaching party shall have the right to terminate this Agreement by written notice.

6. Entire Agreement; Waiver; Assignment. The terms contained in this Agreement constitute the entire agreement between the Subscriber and DIS with respect to the subject matter contained herein. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default. The Subscriber shall not assign or transfer its rights under this Agreement without the consent of DIS.

7. Governing Law and Dispute Resolution. The terms of this Agreement shall be construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. In the event of any dispute or controversy arising out of or relating to this

Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as possible. In the event that the parties cannot, by exercise of their good faith efforts, resolve the dispute, they shall submit the dispute to informal mediation, as further described below in this paragraph. The parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute. The party invoking mediation shall give to the other party written notice of its decision to seek informal mediation, and the notice must include a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) calendar days of the meeting among the parties' executives, either party may pursue a legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in Alameda County, California (or, if applicable, the federal court located in the Northern District of California). Licensor agrees to submit to the personal jurisdiction of the state courts in the State of California (or, if applicable, the federal courts in California) with respect to any legal proceedings that may arise in connection with this Agreement or from a dispute as to the interpretation or breach of this Agreement. During such court action, the parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute.

UC SAN DIEGO

DIS MAGAZINE LLC

[Text deleted]

[Text deleted]

By: _____
Name: [Text deleted]
Title: Resources and Services
Date: 9/30, 2022

By: _____
Name: [Text deleted]
Title: Co-founder
Date: Sept. 30, 2022