

Contract No: Q-56843
Valid Through: 04/12/2024
Contact:
Phone:
Email:

Sold To:

University of California, San Diego 9500 Gilman Dr. La Jolla, California, United States 92093 Phone: Bill To:

University of California, San Diego 9500 Gilman Dr. La Jolla, California, United States 92093 Phone: Billing Info (if different)

Name: Title: Address: Phone: Email:

Year 1				
Plan	Start Date	End Date	Users	Total Price
E&E Climatewire IP	04/14/2024	04/13/2025	IP Access	
E&E Energywire IP	04/14/2024	04/13/2025	IP Access	
E&E Greenwire IP	04/14/2024	04/13/2025	IP Access	
E&E Daily IP	04/14/2024	04/13/2025	IP Access	•
E&E News PM IP	04/14/2024	04/13/2025	IP Access	
Price Valid Through: 04/12/2024				TOTAL:

\*Does not include applicable sales tax

\*\*Customer billing schedule will be Annual

Year 2				
Plan	Start Date	End Date	Users	Total Price
E&E Climatewire IP	04/14/2025	04/13/2026	IP Access	
E&E Energywire IP	04/14/2025	04/13/2026	IP Access	
E&E Greenwire IP	04/14/2025	04/13/2026	IP Access	·
E&E Daily IP	04/14/2025	04/13/2026	IP Access	,
E&E News PM IP	04/14/2025	04/13/2026	IP Access	
Price Valid Through: 04/12/2024				TOTAL:

\*Does not include applicable sales tax

\*\*Customer billing schedule will be Annual

Year 3				
Plan	Start Date	End Date	Users	Total Price
E&E Climatewire IP	04/14/2026	04/13/2027	IP Access	
E&E Energywire IP	04/14/2026	04/13/2027	IP Access	

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Year 3				
Plan	Start Date	End Date	Users	Total Price
E&E Greenwire IP	04/14/2026	04/13/2027	IP Access	
E&E Daily IP	04/14/2026	04/13/2027	IP Access	
E&E News PM IP	04/14/2026	04/13/2027	IP Access	
Price Valid Through: 04/12/2024	TOTAL			

\*Does not include applicable sales tax \*\*Customer billing schedule will be Annual

It is understood and agreed that the full-term length of this contractual agreement shall be inclusive of the start date 04/14/2024 and shall end on the date of the 04/13/2027 in accordance with TERM AND TERMINATION section of the Politico Master Service Agreement.

## **Terms & Conditions**

- 1. This Agreement ('Agreement') is entered into as of the date listed below ('Effective Date') by and between the organization listed below ('Client') and E&E News.
- 2. GRANT OF RIGHTS. This Agreement grants Client a non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable worldwide license to use the E&E News content ('Content') as selected in the Order Form. This Agreement permits only identified users to access and receive content from E&E News. Neither Client nor Users shall directly or indirectly reproduce or otherwise distribute (in print, electronic, or intranet format) material appearing on the site or received via email without prior written permission from E&E News. For the avoidance of doubt, occasional, unsystematic sharing and linking to content and use of the E&E News website share tools shall be permitted.
- 3. USER ID AND PASSWORD. E&E News will give each user a unique User ID and password. User ID and password credentials shall be strictly limited to the number of users for which Client purchases access; provided such Users are at the same organization and use an email address with the same organizational domain. Sharing or transferring the User ID and password is prohibited without written permission from E&E News.
- 4. REMEDIES. Client acknowledges and agrees that compliance with the User ID, password and distribution-related clauses of these Terms and Conditions are material terms of this Agreement. Client further acknowledges and agrees that it shall be responsible for such restrictions and will cease any use of the services that is deemed to be beyond the scope of the Agreement or shall purchase access for any additional users as appropriate that are not identified in this Order Form.
- 5. INVOICING. Client shall be invoiced (Annually), in advance, at the rate ('Rate') attached hereto as the Order Form for the selected Content. Payment shall be Due upon receipt. Client agrees to bear all reasonable costs, including attorneys' fees, that E&E News incurs to collect payment due hereunder.
- 6. TERM AND TERMINATION. This Agreement shall take effect as of the Effective Date and shall terminate on the date reflected in the Order Form. In order to avoid a subscription interruption, signed renewals must be received by no later than fourteen (14) days prior to the Termination Date. This Agreement may be terminated prior to the termination date upon written notice (i) by E&E News at any time when Client's account may otherwise be suspended for delinquency pursuant to Section 5 of this Agreement; (ii) by either Party, if the other party materially breaches any non-payment provision of this Agreement and either the breach cannot be cured or if the breach can be cured it is not cured by such breaching party within thirty (30) days after receipt of written notice of such breach; or (iii) by E&E News if any Content no longer available, but only with respect to the unavailable Content. Following the termination of this Agreement pursuant to clause (iii) of the preceding sentence E&E News shall promptly reimburse Client for any advance payments made by Client for Content that has not and will not be delivered to the Client following such termination.
- 7. COPYRIGHT. Client acknowledges that the E&E News content is copyrighted by E&E News or its licensors and that neither Users nor Client hereby obtains any rights whatsoever in the same.
- 8. PRIVACY. This Agreement and Client's use of the Content is subject to E&E News privacy policy, found at https://www.politicopro.com/privacy-policy.

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9. GENERAL. Neither this Agreement nor any part or portion hereof shall be assigned or otherwise transferred by Client without E&E News' prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal, it shall be severed from this Agreement and the remaining terms shall remain in full force and effect. This Agreement shall be governed by and construed under the laws of California. All notices hereunder shall be sent, certified mail, to

10. PUBLICITY. Client agrees that E&E News may use Client's name and logo in E&E News' marketing materials or communications (including, but not limited to, E&E News' website and in E&E News' marketing presentations) for the sole purpose of indicating Client as a subscriber to the Content. Subject to the terms and conditions of this Agreement, Client hereby grants E&E News a non-exclusive and limited license to use and publicly display Client's logo as set forth in this Section.

11. IP ACCESS. In cases where a license with IP Access has been purchased, Client will be granted access to the E&E news website via a designated IPv4 and/or IPv6 address or range of IPv4 and/or IPv6 addresses on the Client's network ('Authorized Users'). Client is responsible for providing E&E News with a list of IPv4 and IPv6 addresses that are owned and exclusively used by the Client to be provisioned to receive the Content. E&E News retains the right to validate that provided IPv4 and IPv6 addresses are controlled by the Client.

Client: University of California, San Diego

Signature:

Name (Print):

Title:

Email:

Phone:

Sales Tax Exempt: No)

If yes, please provide your exemption certificate:

Please provide PO information, if applicable:
PO Amount:
PO Number:

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