

East View Information Services License Agreement

(Please return a signed copy of this license to East View Information Services,
[text deleted])

This License Agreement, along with any Schedules or attachments (the “Agreement”), is made effective as of March 26, 2026 (the “Effective Date”) between East View Information Services, 10601 Wayzata Blvd, Minneapolis, MN 55305 USA (the “Licensor”) and University of California-San Diego (the “Licensee”).

In consideration of the mutual promises this Agreement contains, and other valuable and sufficient consideration, the Licensor and Licensee agree as follows:

1. GRANT OF LICENSE

1.1 **Nature of Materials.** The materials that are the subject of this Agreement are set forth in **Schedule 1** (the “Licensed Materials and Fees”).

1.2. **Grant of License.** Licensor grants to Licensee non-exclusive, perpetual (unless otherwise described) web-based access to and use of the Licensed Materials, and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement’s terms and conditions.

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2. FEES

2.1 **Fees and Payment.** Licensee shall pay Licensor for the Licensed Materials pursuant to the terms set forth in **Schedule 1**. Annual fee amounts will be specified in Schedule 1

3. AUTHORIZED USERS AND USES

3.1 **Authorized Users.** The Licensor and Licensee define “Authorized Users” as the following:

- a. the Licensee’s full-time and part-time affiliates including students and employees;
- b. patrons not affiliated with Licensee, who are physically present at Licensee’s site(s) (“Walk-ins”).

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- f. *Scholarly Sharing*. Authorized Users may transmit to a third party colleague, in paper or electronically, reasonable amounts of the Licensed Materials for personal, scholarly, educational, scientific, or research uses, but in no case for resale.
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- b. *Modification of Licensed Materials*. Licensee shall not modify or create a derivative work of the Licensed Materials without the Licensor's express, prior, and written permission.
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- e. *Notification of Unauthorized Use*. In the event the Licensee has notice of an unauthorized use of the Licensed Materials and cannot promptly remedy it, the Licensee shall immediately notify the Licensor. In the event the Licensor has notice of unauthorized use of the Licensed Materials, the Licensor will immediately notify Licensee, and Licensee will cooperate with the Licensor to address the unauthorized use and avoid a recurrence. Any unauthorized use that is considered a breach of obligations under this Agreement shall be subject to Section 6.3, below.

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4.2 **Access and Authentication.** This License grants access to the Licensed Materials for Authorized Users within the Internet domain of the Licensee. The Internet domain of Licensee means all sessions originating through Licensee's computing infrastructure and requiring authentication by Licensee, including use originating within the physical IP range of Licensee, including walk-in users, as well as use by remotely authenticated users to whom Licensee normally grants access to Licensee's internet resources. There are no arbitrary limits on the number of users from the Licensee that may access the Licensed Materials at any one time. The Licensee is responsible for undertaking reasonable measures to prevent access by unauthorized persons to its IP addresses. This Agreement does not permit sharing of this resource among a consortium. The Licensor reserves the right to refuse to grant a license to an institution claiming a range of IP addresses that, in the opinion of the Licensor, represents more than one institution.

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5.2 The Licensor will have no liability to any person for any loss or damage arising out of use of, or inability to use, the Licensed Materials.

5.3 The Licensor shall make all reasonable efforts to make the Licensed Materials available to the Licensee on a 24-hour basis, excluding normal network administration and system down time, but if access is suspended or interrupted, liability shall be limited to restoring access to the server as soon as practicable.

6. ACCESSIBILITY

"Licensor warrants that the Licensed Materials comply with California and federal disabilities laws and regulations, and conform to the accessibility requirements of [Web Accessibility Initiative, Web Content Accessibility Guidelines \(WCAG\) 2.1](#) at level AA. Licensor agrees to promptly respond to and resolve any complaint regarding accessibility of Licensed Materials."

7. TERMINATION

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if the Licensor believes that the 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. No refund will be provided upon such termination.

8. INDEMNIFICATION

“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 any copyright or any other proprietary 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.”

9. CONDITIONS COVERING THE AGREEMENT

The invalidity of any provision of this license agreement as determined by a court of competent jurisdiction shall in no way invalidate any other provision hereof. Appropriate California law shall apply to any disagreements or disputes arising from this agreement that are not resolved through the normal process of discussions.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Schedule by their respective, duly authorized representatives as of the Schedule Date.

Licensor:

[text deleted]

President and CEO
East View Information Services, Inc.

Date: 4/15/2026

Licensee: UNIVERSITY OF CALIFORNIA-SAN DIEGO

[text deleted]

Title: AUL Scholarly Resources & Services

Date: 4/15/2026

Schedule 1: Licensed Materials and Fees

A schedule dated March 20, 2026 to the Agreement entered into on March 20, 2026 between East View Information Services, Inc. and University of California-San Diego:

1. Iskusstvo Kino Digital Archive [text deleted]
2. Iskusstvo Kino Digital Archive English Reader
3. Iskusstvo Kino Digital Archive Annual Access Fee
4. Judaica Archive Collections:
 - Jewish Emigration from Ukraine
 - Mendel Beilis Trial Papers
 - Victims of Pogroms
 - Anti-Semitic Organizations: Union of the Russian People
 - Jewish Emigration from the USSR
 - Promoting Jewish Education
 - Jewish Societies in Ukraine, 1857-1929
 - Jewish Pogroms in Kyiv, 1905

*Price for Judaica Archive Collections is a lease-to-own. UCSD must make four equal annual payments to receive perpetual access.

5. Manhua Digital Archive [text deleted]

TOTAL FEE:

PAYMENT SCHEDULE: All invoices will be paid within 30 days of receipt

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