

# **LICENSE AGREEMENT**

**BETWEEN**

**AIRITI INC.**

**AND**

**UNIVERSITY OF CALIFORNIA SAN DIEGO**

**DATE: 3/20/2024**

# **LICENSE AGREEMENT**

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# **LICENSE AGREEMENT**

This License Agreement ("Agreement") shall be considered in effect from [4/1/2024](#) ("Effective Date") between Airiti Inc., [REDACTED] ("Licensor") and University of California San Diego, 9500 Gilman Drive 0175A, La Jolla, CA 92093 ("Licensee"). The parties agree as follows:

## **I. CONTENT OF LICENSED MATERIALS; GRANT OF LICENSE**

The materials that are the subject of this Agreement shall include the Ainosco Search database ("Licensed Materials").

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor.

Licensor hereby grants to Licensee non-exclusive use of the Licensed Materials and provides the Licensed Materials to Authorized Users in accordance with this Agreement.

## **II. DELIVERY/ACCESS OF LICENSED MATERIALS TO LICENSEE**

Licensor will provide the Licensed Materials to the Licensee in the following manner:

Network Access. The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized locations of Licensee.

## **III. FEES**

Licensee shall make payment to Licensor for use of the Licensed Materials as follows:

[REDACTED] shall be paid by Licensee to Licensor for [1 year](#) subscription to the Licensed Materials dating [from 4/1/2024-3/31/2025](#).

All fees are due and payable by Licensee sixty (60) days after the date of invoice from Licensor.

Licensor may deny Licensee and Authorized Users access to Licensed Materials until the unpaid invoice is paid in full. Licensee may remit payment via wire transfer or electronic funds transfer pursuant to the instructions in Appendix A.

## **IV. AUTHORIZED USE OF LICENSED MATERIALS**

**Authorized Users.** "Authorized Users" are:

Full and part time employees (including faculty, staff, and independent contractors) and students of Licensee and its subsidiary institutions.

Walk-ins. Patrons ("walk-ins") not affiliated with Licensee who are physically present at Licensee's campus locations (sites).

**Access by and Authentication of Authorized Users.** Authorized Users shall be granted access to the Licensed Materials pursuant to the following:

IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Licensee to Licensor. The use of proxy servers is permitted as long as any proxy server IP addresses provided limit remote or off-campus access to Authorized Users.

**Authorized Uses.** During the term of this Agreement, Authorized Users may make use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international copyright laws for purposes of research, education or other non-commercial use as follows:

Display. Authorized Users shall have the right to electronically display the Licensed Materials.

Collections of Information. Authorized Users shall be permitted to extract or use information contained in the Licensed Materials for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.

Course Packs. Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials.

Course Reserves. Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by Licensee.

**Amount of Authorized Use.**

Unlimited Access. Unless otherwise subject to the terms of this Agreement, Authorized Users shall have unlimited access to the Licensed Materials.

**V. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS**

Unauthorized Use. Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

Modification of Licensed Materials. Licensee shall not modify, manipulate, or create a derivative work of the Licensed Materials without the prior written permission of Licensor.

Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright,

watermark or other notices included in the Licensed Materials.

Commercial Purposes. Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials, or bulk reproduction or distribution of the Licensed Materials in any form; nor may Licensee impose special charges on Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs.

## **VI. MUTUAL PERFORMANCE OBLIGATIONS**

User Surveys. Licensee and Licensor shall cooperate on the preparation and provision of user surveys to solicit feedback from Authorized Users regarding the Licensed Materials.

Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

Implementation of Developing Security Protocols. Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

## **VII. LICENSOR PERFORMANCE OBLIGATIONS**

Availability of Licensed Materials. Upon the Effective Date of this Agreement, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.

Documentation. Licensor will provide and maintain help files and other appropriate user documentation.

Training and Support. Licensor will offer installation support, including assisting with the implementation of any Licensor software. Licensor will provide appropriate training to Licensee staff relating to the use of the Licensed Materials and any Licensor software. Licensor will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials. Licensor will make its personnel available by email, fax or phone during the regular business hours of Taiwan – Monday through Friday – for feedback, problem-solving, or general questions.

If the Licensed Materials fail to operate in conformance with the terms of this Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible.

## **VIII. LICENSEE PERFORMANCE OBLIGATIONS**

Provision of Notice of License Terms to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

Provision of Notice of Intellectual Property Right to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with notice of any applicable Intellectual Property or other rights applicable to the Licensed Materials. Licensee shall make reasonable efforts to prevent the infringement of any Intellectual Property or other rights of the Licensor in the Licensed Materials. Licensee shall promptly notify Licensor of any infringement that comes to Licensee's attention, and take appropriate steps to avoid its recurrence.

Protection from Unauthorized Use. Licensee shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Licensed Materials by an Authorized User that is not cured by the best efforts of Licensee within ten (10) days of receiving written notice from Licensor of said unauthorized use, or within ten (10) days of Licensee discovering on its own said unauthorized use, (a) Licensor may terminate such Authorized User's access to the Licensed Materials, (b) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Licensee shall terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Said termination by Licensor of IP address access to Licensed Materials described in this paragraph shall be curtailed and access once again permitted ten (10) days after receiving written notice from Licensee that said unauthorized use has ended and that best effort steps have been taken to avoid recurrence of any unauthorized use. Said termination by Licensor of IP address access to Licensed Materials pursuant to the aforementioned terms described in this paragraph shall not constitute a material breach of this Agreement, nor be construed as grounds for termination of this Agreement. Any failure of Licensee to make best efforts to end and prevent the recurrence of any unauthorized use of Licensed Materials according to the terms of this paragraph after sixty (60) days from receiving written notice from Licensor of said unauthorized use shall constitute an uncured material breach of this agreement and cause for the non-breaching party to exercise the right to terminate this Agreement.

Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party.

## **IX. TERM**

This Agreement shall continue in effect for **ONE** year commencing on the Effective Date.

## **X. RENEWAL**

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

## **XI. 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 the Licensor breached the Agreement which results in 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. No refunds will be applicable should the Licensee breach the Agreement.

## **XII. WARRANTIES**

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

### **XIII. LIMITATIONS ON WARRANTIES**

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.

Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

### **XIV. INDEMNITIES**

The Licensor shall indemnify and hold harmless the Licensee and Authorized Users for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim that alleges copyright infringement or other intellectual property infringement arising from 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. This Section XV shall survive the termination of this Agreement.

### **XV. ASSIGNMENT AND TRANSFER**

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

### **XVI. GOVERNING LAW**

This Agreement shall be interpreted and construed according to, and governed by, the laws of California, United States of America. The courts located in California, United States of America shall have jurisdiction to hear any dispute under this Agreement.



## **XVII. 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 which are not affected by the dispute.

Mediation. In the event that the parties cannot by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation.

## **XVIII. 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, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

## **XIX. 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.

## **XX. AMENDMENT**

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

## **XXI. 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.

## **XXII. WAIVER OF CONTRACTUAL RIGHT**

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.

### **XXIII. NOTICES**

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within fifteen (15) 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, applicable international 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.

#### **If to Licensor:**

Airiti Inc.



#### **If to Licensee:**

University of California San Diego  
9500 Gilman Drive 0175A  
La Jolla, CA 92093

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

**LICENSOR:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Title: Chief Sales Officer  
Company: Airiti Inc.  
Address: \_\_\_\_\_

**LICENSEE:**

BY: \_\_\_\_\_ DATE: 3/10/2025  
(Signature of Authorized Signatory of Licensee)

Print Name: \_\_\_\_\_  
Title: AUL Scholarly Resources & Services  
Company/Institution: University of California San Diego  
Address: 9500 Gilman Drive 0175A  
La Jolla, CA 92093

## **APPENDIX A. WIRE TRANSFER OR ELECTRONIC FUNDS TRANSFER INSTRUCTIONS**

Wire transfers or electronic funds transfers shall be sent to:

**Beneficiary:** AIRITI Inc.

**Address:**

[REDACTED]  
[REDACTED]  
[REDACTED]

**Account No:**

[REDACTED]

**Bank:**

[REDACTED]

**SWIFT CODE:**

[REDACTED]

**Address:**

[REDACTED]  
[REDACTED]  
[REDACTED]