

Agreement

This Subscription and License Agreement (the “Agreement”) dated as of March 25, 2026, is by and between Schlager Group Inc. (“Schlager”), an Illinois corporation located at 10228 E. Northwest HWY, #1151, Dallas, TX 75238, and the University of California - San Diego (“Subscriber”)

with principal offices at:

University of California - San Diego
9500 Gilman DR
La Jolla, CA 92093

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Term of License

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Termination

Either party may have the right to immediate termination in the event of, but shall not be limited to, the filing by the party receiving the notice of termination of a voluntary or involuntary petition of bankruptcy, the making of such party of an assignment for the benefit of creditors, the petitioning for the appointment of a custodian, receiver or trustee for such party of all or substantially all of such party’s assets, or commencing of a proceeding for dissolution or liquidation without a successor to such party’s business. Upon termination by Schlager, Schlager shall credit to Subscriber all fees applicable to the unexpired term of this Agreement on a pro-rata basis.

Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured sixty (60) days after the non-breaching party gives the breaching party written notice of such breach.

General

Entire Agreement. This Agreement shall constitute the entire Agreement between the Parties and supersedes all prior Agreements and understandings oral or written relating to the subject matter hereof.

Assignment. Subscriber may not assign this License without the prior written consent of Schlager. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties. Any attempted assignment in violation of this section is null and void.

Force Majeure. Neither party’s delay or failure to perform any provision of this Agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, flood, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

Severability. If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, the provision shall be deemed omitted to the extent that it is invalid, illegal, or unenforceable. In such a case,

the remainder of the Agreement shall be construed in a manner as to give greatest effect to the original intention of the parties hereto.

Waiver. The waiver of failure of either party to exercise in any respect any right provided in this Agreement in any instance shall not be deemed to be a waiver of such right in the future or a waiver of any other right under this Agreement.

Headings. The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

Relationship of the Parties. The relationship of the parties hereto shall be that of independent contractors. Nothing

herein shall be construed to create any partnership, joint venture, or similar relationship or to subject the parties to any implied duties or obligations respecting the conduct of their affairs, which are not expressly stated herein. Neither party shall have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party, or to bind the other party in any matter or thing whatsoever.

The Agreement and all matters relating to it are governed by the laws of the State of California.

ACCEPTED:

Subscriber

UC San Diego Library

Authorized Signature for Subscriber

[text deleted]

Name (please print or type)

[text deleted]

Title AUL SRS

Date 2026-03-30

Schlager Group Inc.

[text deleted]

[text deleted]

President, Schlager Group Inc.