

JOURNALS LICENSE AGREEMENT

SAGE PUBLICATIONS, INC.

AND

UNIVERSITY OF CALIFORNIA SAN DIEGO

This License Agreement (the "Agreement") is effective as of January 1, 2014 (the "Effective Date") and is entered into by and between SAGE Publications, Inc., a Delaware Corporation, located at [Text deleted] ("SAGE"), and University of California-San Diego, an academic institution with its principal offices located at 9500 Gilman Drive, La Jolla, CA 92093- ("Licensee") (collectively referred to herein as the "Parties").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

The following terms shall have the following meanings:

"Authorized Users" shall mean individuals who are authorized by the Licensee to access the Licensee's information services whether on-site or off-site via Secure Authentication and who are affiliated to the Licensee as a current student (undergraduates and postgraduates), member of staff (whether on a permanent or temporary basis), alumni, or contractor of the Licensee. Persons who are not a current student, member of staff or a contractor of the Licensee, but who are permitted to access the Licensee's information services from computer terminals within the physical premises of the Licensee ["Walk-In Users"] are also deemed to be Authorized Users, only for the time they are within the physical premises of the Licensee. Walk-In Users may not be given means to access the Licensed Material when they are not within the physical premises of the Licensee.

"Commercial Use" shall mean use for the purpose of monetary reward (whether by or for the Licensee or an Authorized User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Work. For the avoidance of doubt, neither recovery of direct cost by the Licensee from Authorized Users, nor use by the Licensee or Authorized Users of the Licensed Materials in the course of research funded by a commercial organization is deemed to constitute Commercial Use.

"Educational Purposes" shall mean for the purpose of education, teaching, distance learning, private study and/or research.

"Fees" shall mean the fees as set out in Exhibit 3.

"Intellectual Property Rights" shall mean patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how and other intellectual property rights, in each case whether

registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

"License" shall mean the non-exclusive, non-transferable license to access and use the Licensed Material and all updates related thereto, which are hosted on the SAGE journals platform.

"Licensed Materials" shall mean the materials that are subject to this Agreement and shall consist solely of the electronic information published by SAGE as set forth on Exhibit 1 attached hereto and incorporated herein by reference.

"Secure Authentication" shall mean access to the Licensed Material by Internet Protocol ("IP") ranges or by another means of authentication agreed between the Publisher and Institution from time to time.

"Sites" shall mean the participating sites identified on Exhibit 2 attached hereto and incorporated herein by reference.

II. GRANT OF LICENSE

SAGE hereby grants to Licensee on its own behalf, and on behalf of the Sites, a perpetual License to access and use the Licensed Materials as listed in Exhibit 1 of this Agreement and any future Amendments to this Agreement and all updates thereto via the SAGE Journals platform in a manner consistent with the Agreement.

This License extends to the Site's Authorized Users. The Licensed Materials may be networked throughout the geographic areas of each Site and may also be made available remotely through secure access procedures that each Site establishes.

III. PROPRIETARY RIGHTS IN THE LICENSED MATERIALS

On its own behalf and on behalf of the Sites and Authorized Users, Licensee acknowledges and agrees that (i) the Licensed Materials is proprietary to SAGE, (ii) the Licensed Materials shall remain the exclusive property of SAGE, and (iii) the Licensee, the Sites and the Authorized Users have no rights in or to the Licensed Materials other than as set forth herein. The Licensed Materials are copyrighted by SAGE or third Parties designated in individual journals and all rights are reserved by SAGE. Neither Licensee nor the Sites shall duplicate, distribute, sell, commercially exploit, create derivative works from, or otherwise make available the Licensed Materials or information contained therein, in any form or medium, to any third party, except as authorized in Section V of this license.

IV. FEES

Licensee shall be invoiced for the Licensed Materials as noted in Exhibit 3.

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

V. AUTHORIZED USE OF LICENSED MATERIALS

Licensee, the Sites and Authorized Users may use the Licensed Materials as is consistent with the Fair Use Provisions of the United States and international copyright laws. In addition, Licensee, the Sites and Authorized Users may use the Licensed Materials for purposes of research, education or other non-commercial use as follows:

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Print Copy. Licensee, the Sites and Authorized Users may print a reasonable amount of the Licensed Materials.

Recover Copying Costs. Licensee and the Sites may charge a reasonable fee to cover costs of copying or printing portions of Licensed Materials for Authorized Users.

Scholarly Sharing. Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for resale or commercial purposes. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works. .

Text/Data Mining. Authorized Users may use the licensed materials to perform and engage in text mining/data mining activities for legitimate academic research and other educational purposes. Those uses beyond research and educational use shall request SAGE's permission.

VI. RESTRICTIONS

Except as provided herein, the Licensee and Authorized Users shall not use the Licensed Materials as follows:

Alter Identification. Remove, obscure or modify copyright notices, text acknowledging, attributions or other means of identification or disclaimers as they appear;

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Commercial Use. Sell or resell the Licensed Material unless the Licensee or an Authorized User has been granted prior written consent by the Publisher. Use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes;

Distribution. Display or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, and any other distribution medium now in existence or hereinafter created, other than by a Secure Network;

This Clause shall survive termination of this Agreement for any reason.

VII. CONFIDENTIALITY

This provision is removed by the mutual consent of the Parties.

VIII. NO 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.

SAGE IS PROVIDING THE LICENSED MATERIALS IN AN "AS IS" CONDITION. SAGE DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATION REGARDING THE ACCURACY, COMPLETENESS, CORRECTNESS, RELIABILITY, CURRENCY OR OTHERWISE, OF ANY PORTION OF THE LICENSED MATERIALS OR THE USE OR RESULTS TO BE OBTAINED FROM USING THE LICENSED MATERIALS OR THE INFORMATION CONTAINED THEREIN, OR ANY RELATED DOCUMENTATION OR WRITTEN MATERIALS. SAGE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS AND, IN PARTICULAR, SAGE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, ACCURACY, NONINTERFERENCE, NONINFRINGEMENT, INFORMATIONAL CONTENT, OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE LICENSED MATERIALS.

IX. LIMITATION OF LIABILITY

SAGE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, INCLUDING LOST PROFITS, LOSS OF USE, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, CAUSED TO ANY PERSON AS A RESULT OF THE USE OF THE LICENSED MATERIALS OR THE INFORMATION CONTAINED THEREIN REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS FORSEEABLE. WITHOUT LIMITING THE FOREGOING, THE AGGREGATE LIABILITY OF SAGE, IF ANY, SHALL BE LIMITED TO THE PRICE PAID BY LICENSEE FOR THE LICENSED MATERIALS.

X. ACCESS AND USE

Licensee, the Sites and Authorized Users shall have unlimited access to the Licensed Materials, 24 hours/day, seven days/week. Notwithstanding the foregoing, SAGE reserves the right to shut down access without prior notice to resolve any urgent technical issues that may arise at any time as determined in SAGE's sole and absolute discretion. Scheduled down-time will be performed at a time to minimize inconvenience to the Licensee and its Authorized Users.

XI. SYSTEM REQUIREMENTS

Use of the Administrative Profile Module requires support for Javascript 1.5. SAGE recommends using the most current browsers available. Licensee acknowledges that there are certain system requirements that are necessary in order to use SAGE E-Reference, and Licensee is financially and technically responsible for ensuring that these requirements are met. These system requirements are: (a) full access to the Internet (TCPIP) and (b) a World Wide Web browser, either Firefox or Microsoft Internet Explorer (Version 5.5 or higher). Other suitable browsers should include support for HTML 4.0, XHTML 1.0, and CSS 1 (Cascading Style-sheets).

XII. FORCE MAJEURE

SAGE shall not be responsible for any failure to perform, or delay in performance, in whole or in part, due to unforeseen circumstances or circumstances beyond its control.

XIII. TERM AND TERMINATION

This Agreement shall be in effect from January 1, 2014 through December 31, 2014 (the "Term"). This agreement will remain in effect thereafter for successive calendar years so long as the annual subscription fees are paid. Either party may terminate this Agreement, effective on the next renewal date, by at least thirty (30) days written notice to either party.

SAGE may cancel this Agreement if (a) Licensor violates any of the terms and conditions set forth herein or (b) Content ceases to be delivered via SAGE Platform or any SAGE designated successor hosting service. In the event of termination due to non-renewal or subparagraph (b) upon Licensee's written request, SAGE shall deliver to Licensee the data comprising the subscribed volume years of the Licensed Materials, and the use of such provided material shall be governed by the terms of this License. All information will be delivered in an electronic medium agreed to by the Parties. Any Site that has had its subscription cancelled due to unresolvable breach shall not be entitled to access the Licensed Materials or any portion thereof after such cancellation. The terms and conditions of paragraphs II, V, VI shall survive termination of this license.

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.

XIV. GOVERNING LAW

This Agreement shall be construed under, and the performance governed by, the laws of the State of California without regard to principals governing conflict of laws.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Los Angeles, California and administered by the American Arbitration Association in accordance with its then-existing Commercial Arbitration Rules.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

XVI. AMENDMENT

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of all the Parties hereto.

XVII. 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.

XVIII. 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.

XIX. CONSENT TO COMMUNICATIONS

(As Required by the Canadian Anti-Spam Legislation)

Customer hereby provides its express consent for SAGE, its affiliates and their respective designees to contact Customer (including, without limitation, its personnel and other contacts made by SAGE during the course of its business dealings with Customer) in connection with this Agreement and/or any other business communication, correspondence or matters related to SAGE or its affiliates. Customer understands that such consent may be withdrawn by Customer at a later time. This clause shall survive expiration or earlier termination of this Agreement.

XX. ELECTRONIC SIGNATURE AUTHORIZATION

Customer and SAGE agree that this transaction may be conducted by electronic means and the Parties authorize that their electronic signatures act as their legal signatures of this Agreement. This Agreement will be considered signed by a party when his/her/its electronic signature is transmitted. Such signature shall be treated in all respects as having the same effect as an original handwritten signature. A Customer is not required to conduct this transaction by electronic means or use an electronic signature, but if he/she/it does so, then his/her/its authorization is hereby given pursuant to this Section.

XXI. COUNTERPARTS

This Agreement may be executed in two or more counterparts, either in electronic or nonelectronic form, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If a party sends a signed copy of this Agreement via electronic means, such party, will upon request by the other party, provide an original handwritten signed copy of this Agreement. A printed version of the electronic form or counterpart of this Agreement will be admissible in judicial proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other documents originally generated and maintained in printed form.

XXII. NOTICES

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) 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 U.S. 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.

XXIII. 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 copyright or any other property 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

XXIV. NOTICE OF THE USE OF DIGITAL WATERMARKING TECHNOLOGY

If Licensor utilizes any type of digital watermarking technology for any element of the Licensed Product, Licensor agrees that watermarks will not be visible to the human eye and will not degrade image quality. These watermarks shall not contain user-related information such as account number or IP address. If digital watermarking technology is used, Licensor agrees to notify Licensee, in advance, of the name, contact information, and any technical specifications for the technology used.

If to SAGE:

SAGE Publications, Inc.

[Text deleted]

Attention: [Text deleted]

Vice President & General Counsel

If to Licensee:

CARS, Electronic Resources
University of California San Diego
9500 Gilman Drive [Text deleted]
La Jolla, CA 92093- [Text deleted]

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

SAGE Publications, Inc.:

BY: [Text deleted]
[Text deleted] Vice President & General Counsel

DATE: 12-8-14

LICENSEE:

BY: [Text deleted]
[Text deleted] AUL for Collection Services

DATE: 4/4/14

EXHIBIT 1

LICENSED MATERIAL

This Exhibit 1 shall include all SAGE Journals subscribed by UCSD not covered in any CDL Journals Agreement.

UCSD shall elect to order directly via SAGE or through an agent of choice.

EXHIBIT 2

LIBRARY NAME AND IP RANGE

IP Addresses are on file.

Network Contact:

[Text deleted]

EXHIBIT 3

FEEES

Subscription Fees: as determined directly with SAGE or via an agent of choice.