

**PALGRAVE MACMILLAN
ACADEMIC LICENSE AGREEMENT SCHEDULE
U.S.**

AGREEMENT DATE: February 7, 2012	AGREEMENT REF NO:
PARTIES: Licensor: Palgrave Macmillan,	
*Licensee: University of California, San Diego	
*Department:	
*Address 1:	
*Address 2:	
*City: La Jolla, California	
*Country: USA	
*Zip/Postc	
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SECTION B - ARCHIVE PALGRAVE CONNECT COLLECTIONS	
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Supplement Collections

Palgrave Connect: Language & Linguistics Collection Backlist Supplement

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Palgrave Connect: Literature & Performing Arts Collection Backlist Supplement

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LICENSE DETAILS:

Chargeable Users:

Licensee's average number of Staff and Students (FTE) (as defined in the attached Terms) during the 12 month period prior to the Commencement Date:

IP Address of Licensee Network: see attached

Commencement Date: DEC 27, 2011

License Fee: (+ Sales Tax or VAT)

Section A: N/A

Section B:

Total: :

Access Fee (applicable where no current Section A Licensed Material) :

NB Remittance will be payable to Nature Publishing Group, a division of Macmillan Publishers Ltd

Special terms :

Licensor Details:

HELPDESK:

To: [unclear]
From: [unclear]

Manager: [unclear]

Email: [unclear]

Licensee Details:

Name: [unclear]

Email: [unclear]

The parties each agree to the terms of this Agreement (which expression includes this Schedule and the attached Terms).

Signed by: [unclear]

For and on behalf of
Palgrave Macmillan

Date: Feb 10, 2012

Signed by: [unclear]

For and on behalf of Licensee

Date: Jan 7, 2012

TERMS

1. INTERPRETATION

1.1 In this Agreement (as defined below), unless the context requires otherwise, the following expressions have the following meanings:

"Agreement": means as defined in the Schedule;

"Archived Material": means the archived material, being part of the Licensed Material, referred to in Section B of the Schedule;

"Authorized User": (a) every member of staff employed by or otherwise accredited by the Licensee; (b) every student accredited to the Licensee for the purposes of full-time or part-time attendance; and (c) individual members of the public registered as users of the Licensee's library or information service or individual members of the public permitted to use the Licensee's library or information services (walk-in users); in each case who are permitted access to the Network by the Licensee.

"Chargeable Users": as set out in the Schedule;

"Customer Support": the Helpdesk (as set out in the Schedule) providing reasonable e-mail and telephone support;

"Commencement Date": as set out in the Schedule;

"Electronic Version": means a copy of all or a portion of the Licensed Materials on CD ROM (or in such other electronic form as the Licensor shall decide) subject to the applicable Electronic Version License, as defined in Clause 4;

"License Fee": as set out in the Schedule;

"Licensed Material": those agreed Palgrave Connect Collections indicated on the Schedule;

"Network": the Licensee's local area network system of connected computers at the Site, the IP address for which is set out in the Schedule;

"Schedule": the attached schedule preceding the Terms to this Agreement;

"Site": the premises located at the Site Address/es set out in the Schedule; and

"Staff and Students (FTE)": the full-time students enrolled or accredited to the Licensee.;

"Supply Period": as set out in the Schedule or as otherwise extended pursuant to Clause 4.1.

1.2 The Agreement contains the entire agreement and undertaking between the parties relating to the Licensed Material and supersedes any prior agreement.

1.3 The termination of this Agreement shall not prejudice the rights and remedies of either party against the other in respect of any prior

breach of covenant, terms, warranty or condition.

1.4 The failure of any party to enforce any provision of this Agreement on any one occasion shall not affect its right to enforce another provision or the same provision on another occasion.

1.5 Nothing contained in this Agreement shall constitute or shall be construed as constituting a partnership, joint venture, or contract of employment between the parties.

2. DELIVERY AND GRANT OF RIGHTS

2.1 In consideration of the payments made by the Licensee, and subject to the Licensee observing its obligations under this Agreement, the Licensor grants to the Licensee the following non-exclusive rights ("the Rights"), subject to the agreed Authorized Users, for the Supply Period to:

(a) access via the Network at any time (subject to Clause 7) the Licensor's server, or as the case may be any service provided by an agent on its behalf, for the purpose of accessing the Licensed Material for research, teaching, and private study purposes by means the Network;

(b) make the Licensed Material accessible directly or remotely via the Network to the Authorized Users for their research, teaching, and private study purposes in accordance with the Licensee's customary policies and practices acceptable to the Licensor;

(c) permit Authorized Users to print and/or download individual articles and other individual items from searches of the Licensed Material, , teaching, and private study purposes by means of the Network, subject to clause 3;

(d) reproduce single copies of minimal, insubstantial amounts such as an individual article or book chapter from the Licensed Material in hard copy print form, or electronically solely via the system currently known as Ariel, for transmission to individual libraries of not for profit, non-commercial organisations in accordance with generally accepted fair use principles. Files transmitted in this manner must carry copyright notices. Requests received from for-profit companies or directly from individuals may not be honoured. This right shall not apply to the extent that it is used with centralized ordering facilities, such as document delivery services or for any other commercial or systematic distribution, nor cover arrangements that have, as their purpose or effect, that the library receiving such copies for distribution does so in such aggregate quantities as to substitute for a subscription to or purchase of such work. No

right or license is hereby granted to any person provided with such a copy to copy or distribute that individual article;

(e) create a hypertext link to any part of the Licensed Material provided that no person other than an Authorized User may use such hypertext link.

(f) permit teaching staff accredited to the Licensee to reproduce individual articles from the Licensed Material for distribution during the term of this Agreement to students accredited to the Licensee for the purpose of including such individual articles in course study packs.

(g) Scholarly Sharing. Authorized Users may transmit to a third party 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.

2.2 The Rights are personal to the Licensee and do not extend to its subsidiary or parent organisations, or to any other related or affiliated organisations. The Licensee may not assign, sub-license, transfer, grant any security interest in or otherwise dispose of or encumber its rights under this Agreement without the prior written consent of the Licensor.

2.3 Title to, and ownership of, the Licensed Material (including any copies made by or on behalf of the Licensee including by the Authorized Users) is not transferred to the Licensee and remains vested in the Licensor, subject to the Rights granted in Clause 2.1 and Clause 4.11. The Licensee acknowledges that any rights not expressly granted in this Licence are reserved to the Licensor.

2.4 The Licensee is responsible for the provision of and payment for the computer equipment and telecommunication services necessary for access to and use of the Licensed Material. The Licensor shall not issue credits or refunds against charges incurred by the Licensee in relation to such telecommunication services or those incurred contacting Customer Support. The Licensee accepts that the Licensor has no control over such telecommunication services and that the Licensor shall have no liability to the Licensee for the acts or omissions of providers of telecommunication services or for faults in or failures of their apparatus or of the Licensee's computer equipment.

2.5 Licensor guarantees that all content on Palgrave Connect is stored in the Portico repository. Portico, a not-for-profit archive, that preserves scholarly literature published in

electronic form and ensures that these materials remain accessible to future scholars, researchers, and students. Participating libraries, including their students, faculty, and staff, gain access to preserved content when specific conditions or "trigger events" occur which cause titles to no longer be available from the publisher or any other source. Please note that there is no post-cancellation access to Connect titles via Portico, since titles are purchased on a perpetual access basis.

3. USAGE RESTRICTIONS

Except as expressly permitted in Clause 2.1, the Licensee warrants that it will not, nor will it licence or permit others to, directly or indirectly, without the Licensor's prior written consent:

- (a) sell, distribute, license, rent or otherwise exploit the Licensed Material, or any element of it, for any commercial purpose;
- (b) make the Licensed Material, or any element of it, available by any means to persons other than Authorized Users;
- (c) make the Licensed Material, or any element of it, available on, or by, electronic bulletin boards, news groups, Web sites, FTP or any other means of posting or transmitting material on the Internet, an on-line service or wide area network;
- (d) remove or obscure the Licensor's copyright notice from the Licensed Material including any downloaded material whether in electronic format or hard-copy print-outs;
- (e) use the Licensed Material to create any derivative work, product or service, or merge the Licensed Material with any other product, database, or service;
- (f) alter, amend, modify, translate, or change the Licensed Material;
- (g) undertake any activity that may have a damaging effect on the Licensor's ability to achieve revenue through selling and marketing any part of the Licensed Material;
- (h) otherwise use the Licensed Material supplied in accordance with this Agreement in a manner that would infringe the copyright or other proprietary rights contained within it;
- (i) make the Licensed Material or any part of it available by remote access to any person other than Authorized Users; or
- (j) make mass, automated or systematic extractions from or hard copy storage of the Licensed Material.

Notwithstanding the above restrictions, nothing in this agreement shall restrict the use of the materials under the doctrine of "fair use" as defined under the laws of the United States.

4. TERM AND TERMINATION

Clauses 4.1 through 4.3 apply ONLY to Licensed Material in Section A of Schedule

4.1 The Supply Period shall begin on the Commencement Date and continue for the initial 12 month period of the Supply Period as defined in the Schedule. The Licensor may agree to extend the Supply Period for additional 12 month periods, from the end of the initial period or any subsequent additional 12 month period, subject to signing of the appropriate license and payment of appropriate fees, and acceptance thereof by the Licensor.

4.2 [This section has been deleted]

4.3 If termination of the Supply Period occurs as a result of notice being given by the Licensee under Clause 4.8, 4.9 or 10.2 or by the Licensor under Clause 10.2 the Licensor shall repay the Licensee a pro-rateable proportion of the Licence Fee as represents the paid for but unexpired Supply Period at the date of termination.

Clauses 4.4 through 4.6 apply ONLY to Licensed Material in Section B of the Schedule

4.4 This Agreement shall begin on the Commencement Date and, subject to earlier termination in accordance with the terms of this Agreement and any applicable Electronic Version License, continue in perpetuity.

4.5 Licensee may terminate this Agreement at any time upon written notice to the other if the Licensee is unable to exercise the Rights due to the Archived Material being unavailable for a period in excess of 50 hours (in aggregate) in any continuous period of 1,000 hours as a result of any act or omission of the Licensor (including, without limitation, any temporary or permanent discontinuation of provision of access to the Archived Material by the Licensor). In the event that the Archived Material is unavailable in excess of the limits set forth in the preceding sentence and this Agreement is terminated, as the Licensee's sole and exclusive remedy the Licensor shall provide the Licensee with an Electronic Version of the Archived Material, SUBJECT ALWAYS to the terms of this Agreement, including without limitation Clause 4.11 below.

4.6 The Licensee may terminate its access to the Section B Licensed Materials at any time by giving 30 days written notice of termination to the Licensor. On such termination, subject to payment of such reasonable supply fee as Licensor may charge

to cover its handling costs, the Licensor shall provide the Licensee with an Electronic Version of the Licensed Material, SUBJECT ALWAYS to all remaining applicable terms of this Agreement, including without limitation Clause 4.11 below.

Clauses 4.7 through 4.12 apply to Licensed Material in BOTH Section A and Section B of the Schedule.

4.7 Without prejudice to any other rights the Licensor may have, the Licensor may suspend the provision of the Licensed Material to the Licensee with immediate effect on written notice without liability if the Licensor believes any Licensed Material is being used in a manner that contravenes the provisions of this Agreement, the Continued Access Rights, or any applicable Electronic Version License, or in the event of delay or failure to pay in accordance with Clause 5 below.

4.8 Either party may terminate this Agreement (which shall include, for the purposes of this Clause 4.8, and Clause 4.9 below, any Continued Access Rights and/or Electronic Version License) at any time upon written notice to the other if the other party commits a material breach of any term of this Agreement (for the avoidance of doubt non-payment of any fees as they fall due under this Agreement by the Licensee shall constitute a material breach). The termination will become effective sixty days after receipt of written notice unless, in the case of a remediable breach, during the relevant period of -sixty days the defaulting party has remedied the breach.

4.9 Either party may terminate the Agreement forthwith on notice in writing to the other if the other party is unable to pay its debts or ceases or threatens to cease to carry on business, goes into administration, receivership or administrative receivership, or any event analogous to any of the foregoing occurs in any jurisdiction.

4.10 In addition to Licensor's right to terminate access to Section A Licensed Materials under Clause 4.2 above, and without prejudice to Clause 8.7 below, the Licensor reserves the right at any time to terminate access to any part of the Licensed Material (i) which the Licensor no longer retains the right to publish and/or grant the Licensee the rights granted in such Licensed Materials under this Agreement, (ii) which the Licensor believes may infringe copyright or any other intellectual property or other right of any third party, or may be defamatory, obscene, unlawful or objectionable, (iii) which the

Licensors otherwise believes may give rise to a legal claim, or (iv) if the Licensor considers it necessary, in its sole discretion, to replace such Licensed Material with an updated or modified version thereof. In the case of subclauses (i) through (iii) above, and in the case of termination of the Supply Period for Section A Licensed Materials under Clause 4.2 above, if the Licensed Material as to which access is terminated represents more than ten percent (10%) of the Licensed Material, then the Licensor shall repay the Licensee what in the Licensor's good-faith estimate is a pro-rateable proportion of that part of the Licence Fee that represents the Licensed Material so terminated only; termination by Licensor with respect to less than 10% of the Licensed Material under this Clause 4.10, subclauses (i) through (iii), or Clause 4.2, above, shall not entitle the Licensee to repayment of any Licence Fees.

4.11 On expiry or termination of the Supply Period, Licensee shall have no rights of any kind to any Licensed Material published after the date of termination.

On expiry or termination of the Supply Period for Section A Licensed Materials (subject to payment for and completion of not less than the full initial Supply Period indicated in the Schedule), otherwise than as a result of notice being given by the Licensor under Clause 4.8, 4.9 or 4.10, the Licensee's non-exclusive licence of the Licensed Material shall, subject to all the terms and conditions in this Agreement (including without limitation Clauses 4.8, 4.10, this Clause 4.11 and the other provisions of this Clause 4), continue indefinitely in respect of the Section A Licensed Material first published during the Supply Period; rights in Section B Licensed Materials continue indefinitely as of the Commencement Date, subject to earlier termination in accordance with this Agreement. The continued rights in both Section A and Section B Licensed Materials set forth above are conditioned upon the Licensee's continued compliance with the terms of this Agreement and payment of the Access Fee referenced in Clause 5.4 below (or such alternative supply arrangement terms and costs as the parties may agree); PROVIDED THAT due to rights restrictions access to any part of the Licensed Material via the Network may only be granted for a limited period or not at all. In the event that access is not granted to the Licensed Materials via the Network for any reason, as Licensee's sole and exclusive remedy, the Licensor shall deliver the Licensed Materials as an Electronic Version to the Licensee, SUBJECT ALWAYS to the Licensee's compliance with any additional license terms notified to the Licensee (the

"Electronic Version License") that are appropriate for such Electronic Version and payment of such reasonable supply fee as Licensor may charge to cover its handling costs. (For the avoidance of doubt, in respect of the use of the Electronic Version and the Licensed Materials by the Licensee the terms of the applicable Electronic Version License shall prevail over the terms of this Agreement in the event of any conflict or inconsistency. The Electronic Version License will be a separate addendum that requests for mutual agreement between the Licensee and the Licensor. Licensee has the right to decline to exercise its option to the Electronic Version License).

(The "Continued Access Rights".)

4.12 On termination of this Agreement as a result of notice being given by the Licensor under Clause 4.2, 4.8, 4.9 or (with respect to that portion of the Licensed Material terminated) 4.10, the Licensee shall have no further rights of any kind in the Licensed Material and the Licensee agrees to destroy all Licensed Material stored on its Network or in CD-Rom or other hard copy form both on paper and in any digital information storage media or other physical media storage, including, but not limited to, system servers, hard disks, diskettes, and back-up tapes.

5. LICENCE FEE/ACCESS FEE

5.1 The Licensee agrees to pay to the Licensor the Licence Fee and any other payments under this Agreement within 60 days of the date of invoice.

5.2 All amounts specified as payable by the Licensee under this Agreement shall be exclusive of any sales, use, value added or similar taxes.

5.3 The Licensee warrants that the number of Staff and Students (FTE) during the 12 months prior to the Commencement Date did not exceed the number of Staff and Students (FTE) stated in the Schedule.

5.4 In the event that the Licensee does not acquire or subsequently ceases, for any reason, to maintain a current site license for access to any Palgrave Connect Current Collection (Section A, Current Collections) then the Licensee may be subject to a reasonable annual "Access Fee" for (as the case may be) Continued Access Rights and/or access to the Section B Archive Collections). The Access Fee will be determined by the Licensor. The Licensee agrees to pay to the Licensor the Access Fee either (as applicable)

contemporaneously with payment of the Licence Fee (where the Licensee does not acquire a current site license as set out above) or otherwise within 30 days of the termination of the corresponding Palgrave Connect Current Collection license and within 30 days of each anniversary of the applicable payment date thereafter during the term of this Agreement.

5.5 The Licensor reserves the right to make increases to the Access Fee effective as of any anniversary of the applicable payment date, in order to (without limitation) reflect any increase in the number of Chargeable Users, any change in the business of the Licensee, or any increase in supply or other costs incurred by the Licensor. Any increase in the Access Fee will be notified to the Licensee in writing.

5.6 For the avoidance of doubt, the Access Fee only applies to Access provided by the Licensor via the Network.

7. LICENSEE'S UNDERTAKINGS

7.1 The Licensee will take all reasonable efforts to ensure that the Licensed Material is used only in accordance with the terms and conditions of this Agreement and shall use reasonable efforts to inform Authorized Users of the permitted use restrictions and other provisions set out in this Agreement.

7.2 The Licensee shall put into place reasonable procedures to monitor the compliance with the terms and conditions of this Agreement by the Authorized Users.

7.3 The Licensee will notify the Licensor immediately of infringements that come to the Licensee's notice and the Licensee agrees to co-operate with the Licensor as appropriate to stop further abuse should it occur.

7.4 Subject to Clause 4.12, nothing in this Agreement shall make the Licensee liable for breach of the restrictions set out in the terms and conditions of this Agreement by any Authorized User as long as the Licensee complied with the terms of Clauses 7.1, 7.2 and 7.3 and did not cause, intentionally assist in or encourage such breach nor allowed it to continue after having received notice of such breach whether from the Licensor or otherwise. However, in the event of continuing, unresolved, abuse the Licensor shall be entitled to terminate this Agreement.

7.5 The Licensor shall be entitled to monitor the use of the Licensed Material through the Licensor's servers, or as the case may be any

service provided by an agent on its behalf, so as to monitor compliance with this Agreement. In such monitoring, the privacy of individual user shall not be infringed.

8. WARRANTIES, UNDERTAKINGS AND INDEMNITIES

8.1 The Licensor warrants to the Licensee that it has full right and authority to grant the Rights to the Licensee and that the use by the Licensee of the Licensed Material in accordance with this Agreement will not infringe the rights of any third party.

8.2 The Licensor shall indemnify the Licensee for the amount of any award of damages against the Licensee by a court of competent jurisdiction as a result of any claim arising from a breach of the warranty in Clause 8.1 provided that the Licensee must inform the Licensor immediately upon becoming aware of any claim, not attempt to compromise or settle the claim and give reasonable assistance to the Licensor who shall be entitled to assume sole conduct of any defense and shall have the right at its option:

- (a) to procure the right for the Licensee to continue using the Licensed Material;
- (b) to make such alterations, modifications or adjustments to the Licensed Material that it becomes non-infringing without incurring a material reduction in performance or function; or
- (c) to replace the Licensed Material with non-infringing substitutes provided that such substitutes do not entail a material reduction in performance or function.

8.3 The Licensor shall not be liable to the Licensee for any loss or damage whatsoever resulting from omissions or inaccuracies in the Licensed Material regardless of how caused. The Licensor does not warrant that access to the Licensed Material will be free from errors or faults. In the event of a fault, the Licensee shall notify Customer Support of the same by telephone, electronic mail or in writing.

8.4 Without prejudice to the generality of the foregoing, the Licensor shall not be liable for any claim arising from:

- (a) any failure or malfunction resulting wholly or to any material extent from the Licensee's negligence, operator error, use other than in accordance with the User Documentation or any other misuse or abuse of the Licensed Materials;
- (b) the failure by the Licensee to implement recommendations previously advised by the Licensor in respect of, or solutions for, faults in the Licensed Material; or

(c) the decompilation or modification of the Licensed Material or its merger with any other program or any maintenance repair adjustment alteration or enhancement of the Licensed Material by any person other than the Licensor or its authorized agent; or

(d) the Licensee or any Authorized User being unable to exercise the Rights due to the Licensed Material being unavailable as a result of any act or omission of the Licensor provided that the period for which the Licensed Material is not available shall not exceed a period of 50 hours (in aggregate) in any continuous period of 1000 hours (but the Licensee's sole remedy for unavailability of Section B Licensed Materials in excess of such limits shall be as set forth in Clause 4.5 above);or

(e) any difference in functionality of the Licensed Materials when access via the Network is granted by means of an Electronic Version rather than by remote access.

8.5 The Licensee shall use its best efforts to safeguard the intellectual property, confidential information including without limitation the terms of this Agreement, and proprietary rights of the Licensor.

8.6 THE LICENSED MATERIAL IS PROVIDED "AS IS." NEITHER THE LICENSOR NOR ANYONE ELSE MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CLAUSE 8 AND CLAUSE 12, ALL CONDITIONS, WARRANTIES, TERMS, REPRESENTATIONS, AND UNDERTAKINGS EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN RESPECT OF THE LICENSED MATERIAL ARE TO THE FULLEST EXTENT PERMITTED BY LAW EXPRESSLY EXCLUDED.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY REPRESENTATIVE OF THE LICENSOR OR BY ANYONE ELSE SHALL CREATE ANY WARRANTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION.

8.7 The content of the Licensed Material is subject to change without notice. Licensor guarantees that these changes will not change

the fundamental nature or value of the Licensed Material.

9. USAGE STATISTICS

The Licensor confirms to the Licensee that usage statistics covering the online usage of Palgrave Connect collections covered by this Agreement will be provided. The Licensor further confirms that it shall use all reasonable efforts to ensure that such usage statistics will adhere to the specifications of the COUNTER Code of Practice, including data elements collected and their definitions; data processing guidelines, usage report content, frequency and delivery method PROVIDED THAT these statistics are intended strictly for the Licensee's private internal use and the Licensor shall not be required to disclose any information to the Licensee which it is prohibited from disclosing to the Licensee due to any legal or regulatory constraint imposed upon it including without limitation any applicable privacy or data protection legislation or regulations or contractual obligations.

10. FORCE MAJEURE

10.1 Either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, floods, governmental restrictions, power failures, or damage or destruction of any network facilities or services, shall not be deemed a breach of this Agreement.

10.2 If any event set out in Clause 10.1 shall continue for a period in excess of 30 days either party shall be entitled to terminate this Agreement forthwith by written notice to the other.

11. NOTICE

Any notice to be served on either party by the other made under this Agreement shall be in writing sent by prepaid recorded delivery mail to the address of the addressee as set out in the Schedule or to such other address as notified by either party to the other as its address for service of notices and all such notices shall be deemed to have been received within 48 hours after posting, if sent by next-business-day courier, 48 hours after receipt by the courier, and if by fax, the next business day after confirmed transmission.

12. LIABILITY

12.1 Neither party excludes or limits liability to the other party for death or personal injury caused by its own negligence or any other

liability the exclusion or limitation of which is prohibited by law.

12.2 Except as provided for in Clause 12.1 above, the liability of the Licensor in respect of any and all claims (whether in contract or in tort) arising out of or in connection with this Agreement is limited in respect of each event or series of connected events to the greater of US\$10,000 or an amount equal to the fees paid under this Agreement.

12.3 Except as provided for in Clause 12.1, notwithstanding anything else contained in this Agreement, in no event shall the Licensor be liable to the Licensee for:

- (a) loss of profits, business, revenue, goodwill, anticipated savings; and/or
- (b) indirect, special, incidental or consequential loss or damage; and
- (c) any inaccuracy in the Licensed Material.

13. GOVERNING LAW; JURISDICTION; VENUE

This Agreement, and the rights and liabilities of the parties with respect to this Agreement and its subject matter, shall be governed by the laws of the State of California, without reference to the principles of conflicts of laws thereof. Any dispute arising out of or relating to this Agreement or its subject matter not settled by the parties may be resolved only by the courts of the State of California or, if subject matter jurisdiction exists, by the United States federal courts.

14. SEVERABILITY

In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

15. WAIVERS

No provision of this Agreement or breach thereof may be waived except in a writing signed by the party against whom the waiver is sought to be enforced.

16. GENERAL

16.1 If the California Digital Library ("CDL") purchases system-wide perpetual access rights to any collection in the Licensed Materials, the Licensor will credit to the University of California, San Diego ("UCSD") the amount that UCSD previously paid for such products or deduct that amount from the Fees due for the CDL's purchase.

**Palgrave Macmillan
Addendum #1 to License Agreement**

THIS ADDENDUM is made on the 1st day of May, 2013

BETWEEN:

Licensor: Palgrave Macmillan, a division of St. Martin's Press, LLC, whose principal place of business is at 175 Fifth Avenue, New York, NY 10010.

Licensee: University of California, San Diego, whose principle place of business is at 9500 Gilman Drive, [Text deleted], La Jolla, CA 92093. [Text dele]

WHEREAS

This is an Addendum to the License Agreement ("the License Agreement") made between the Licensor and the Licensee for Palgrave Connect on February 7, 2012

NOW IT IS HEREBY AGREED as follows;

1. From the Date hereof the License Agreement shall be amended as follows;

The Licensed Material shall, in addition to that specified in the License Agreement, include from the dates indicated below the following:

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Academic:

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IP Address of Licensee Network: [on file]

For the Licensed Material under this Addendum, the License Fee shall be (USD): [Text deleted]

Commencement Date for the Licensed Material under this Addendum: the dates indicated above.

Supply Period: 12 months from the applicable Commencement Date or as otherwise extended in accordance with the License Agreement.

Save as set out herein the License Agreement shall remain in full force and effect and the terms of the License Agreement shall apply to the Licensed Material set out herein as if it were included in the License Agreement from the date hereof.

The parties each agree to the terms of this Addendum to the License Agreement.

Signed by:.....[Text deleted].....
For and on behalf of
Palgrave Macmillan

Signed by:[Text deleted].....
For and on behalf of
Licensee

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Addendum #2 to License Agreement

THIS ADDENDUM is made on the 1st day of May, 2014

BETWEEN:

Licensor: Palgrave Macmillan, a division of St. Martin's Press, LLC, whose principal place of business is at 175 Fifth Avenue, New York, NY 10010.

Licensee: University of California, San Diego, whose principle place of business is at 9500 Gilman Drive, [Text deleted] La Jolla, CA 92093-0175

WHEREAS

This is an Addendum to the License Agreement ("the License Agreement") made between the Licensor and the Licensee for Palgrave Connect on February 7, 2012 and last amended May 1, 2013.

NOW IT IS HEREBY AGREED as follows:

1. From the Date hereof the License Agreement shall be amended as follows:

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Chargable Users:

Academic:

Licensee's average number of staff and students (as defined in the License Agreement Terms) during the 12 month period prior to the Commencement Date: May 1, 2014

IP Address of Licensee Network: On File

For the Licensed Material under this Addendum, the License Fee shall be (USD): as purchased (varies)

Commencement Date for the Licensed Material under this Addendum: as purchased

Save as set out herein the License Agreement shall remain in full force and effect and the terms of the License Agreement shall apply to the Licensed Material set out herein as if it were included in the License Agreement from the date hereof.

The parties each agree to the terms of this Addendum to the License Agreement.

Signed: [Text deleted]

Signed: [Text deleted]

Name (print):
For and on behalf of
Palgrave Macmillan

Name (print): [Text deleted]
For and on behalf of
Licensee

Date: 5/22/14

Date: 5/22/14

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