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ii. Archive Content
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iii. One-Time Payment
Licensee may make one-time payments to purchase specific annual date ranges for papers and/or specific journal titles. The amount of one-time payments shall be as agreed upon by the Parties. The amount paid shall not be pro-rated based upon the date of order or payment received for the access. Licensee shall need to make no additional payments for the content purchased through one-time payments.

iv. Annual Subscription Payment
Licensee may choose to pay an annual subscription fee for access to the papers and specific journal titles. The Annual Subscription fee shall be as mutually agreed upon by the Parties, and that fee may be modified on an annual basis.

The amount paid shall not be pro-rated based upon the date of order or payment received for the access. The subscription period is from 1 January through 31 December of the current year.


(a) Number of Concurrent Authorized Users
The License granted herein provides online viewing by 2, 5, 10 or unlimited concurrent viewers as specified in Appendix A.

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Licensee may choose to purchase one or more Single Titles of eBooks and standards. The fee for purchase shall be based upon a price that has been mutually agreed upon by AIAA and the Licensee.

ii. One-Time Payments
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LICENSEE MUST ACKNOWLEDGE THE ABOVE WITH THE FOLLOWING SIGNATURES:

Authorized Licensee Representative Acceptance: [Text deleted]

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WHETHER SUCH DAMAGES ARE DEEMED TO RESULT FROM THE FAILURE OR INADEQUACY OF ANY EXCLUSIVE OR OTHER REMEDY.

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This Agreement shall become effective on the date last signed below and receipt of license fees and shall be automatically renewed for successive one-year periods unless terminated pursuant to the termination provisions provided herein.

14. Termination

(a) Termination for Default
If either Party breaches a term of this Agreement, the other Party may send written notice of the breach. If the breach is not cured within days (60) days, or is not capable of being cured, or if the Parties do not reach a satisfactory agreement on extending the cure period, then the non-breaching Party may terminate this Agreement effective immediately upon written notice.

(b) Refunds
In the event that AIAA is in breach of this Agreement and fails to cure such breach and parties do not reach an extension of the curing period or satisfactory resolution, then the parties will mutually agree to appropriate refunds or credit.

(c) Termination for Convenience
Either Party to this Agreement may terminate the Agreement upon sixty (60) days written notice to the other Party. In the event Licensee terminates this Agreement pursuant to this section, AIAA shall not pay a partial or full refund or credit of the License Fee to Licensee.

(d) 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 as provided in Section 5(a) of this Agreement.

15. Ongoing Access

AIAA shall endeavor to provide access to the Published Materials on an ongoing basis. Licensee shall continue to have access to the Published Materials for which License Fees have been received under the terms of this Agreement, in a form or format substantially similar to the means by which access is provided under this agreement, subject to AIAA’s right to change formats and/or platforms at any time as provided in Section 9. Such access shall be on a nonexclusive and royalty-free basis, and shall survive the termination of this Agreement, unless AIAA terminates the Agreement pursuant to Section 14(a) herein.
16. Jurisdiction

This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of California, United States of America.

17. 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.

18. Assignment and Transfer

Licensee may not assign or transfer, either directly or indirectly, its rights or obligations under this Agreement, without the prior written consent of AIAA. Any purported assignment or transfer shall be void.

19. Force Majeure

Neither Party shall be liable in damages or have the right to cancel this Agreement (except as otherwise allowed under 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, natural disasters, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes or other work stoppages, and/or any cause beyond the reasonable control of the Party whose performance is affected.

20. THIS SECTION LEFT INTENTIONALLY BLANK

21. General

This Agreement and all appendices set forth the entire understanding of the Parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. This Agreement may not be modified without the express written consent of both Parties.

In the event Licensee chooses to purchase additional materials after the date of execution of this Agreement, such purchases shall be made in accordance with Section 2 of this Agreement, be memorialized in a written amendment, and governed by the existing provisions of this Agreement unless modified in writing at the time of purchase.
Licensee must pay any applicable taxes arising out of Licensee’s use of the Published Materials and/or the rights granted under this Agreement.
The provisions of Sections 3, 4, 5, 6, 9, 10, 12, 15, 17, 19, and 21 shall survive any termination or expiration of this Agreement.

ACCEPTED

For Licensee:

Licensee (Institutional Name)  University of California, San Diego
Authorized Signature  [Text deleted]
Printed Name of Authorizing Person  [Text deleted]
Title of Authorizing Person  ARL Collection Services
Date  8/6/14

For American Institute of Aeronautics and Astronautics

Authorized Signature  [Text deleted]
Title of Authorizing Person  Director, Publications
Date  8/28/14
Appendix A:
Published Materials Subject to this Agreement

Each Published Material listed below is subject to this Agreement

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<th>Description</th>
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Appendix B: 
Authorized Site(s) Subject to this Agreement

AIAA recognizes that Licensee has many geographic locations and will recognize their locations as one, administrative site. AIAA will provide access to Licensee’s authorized users as defined in this Agreement.

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<td>Address 2</td>
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<tr>
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Appendix C
Institutional IP Addresses/Ranges

IP address-based access control has been enabled for institutional subscribers for the Published Materials. Each computer that accesses the Internet is assigned an IP address, commonly represented as four number groups separated by dots, e.g. 192.58.150.10. All computers on a local area network, or subnet, may have the first two or three number groups in common. Access to the Published Materials from your institution will be authorized based on the IP addresses and/or ranges you provide.

Please list below the IP addresses and/or ranges (Class B, Class C and/or single station) via this form. Attach additional sheets as necessary. Note that Class B requests may be subject to additional review by AIAA.

Please provide below also your Network Contact in the event AIAA needs additional information.

Please list your IP addresses/ranges in the following formats:

22. Class B Network: Enter the first two (network) numbers and use asterisks for the host addresses, e.g. 128.58.*.*

23. Class C Network: Enter the first three (network) numbers and an asterisk for the host address, e.g. 192.58.150.* (ranges are acceptable, e.g. 192.58.150.* - 192.58.152.* to indicate Class C ranges)

24. Single Station(s): Enter all four numbers, e.g. 192.40.158.10 (ranges are acceptable, type e.g. 192.58.150.10 - 192.58.150.30 to indicate ranges of single stations.

### IP Addresses and/or Ranges

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<th>End IP Address(es)</th>
</tr>
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<tbody>
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<td>209 10 10 255</td>
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*Attach Additional Sheets if Necessary*
Proxy Servers (incorporated in the ranges above):
[Text deleted]

VPN: (incorporated in the ranges above):
[Text deleted]
Please enter your fully qualified domain name (the one registered with the INTERNIC):
ucsd.edu

Please provide the following Network Contact information:

Name __________________________

Organization __________ University of California, San Diego __________

Phone __________ [Text deleted] __________ [Text deleted] __________

Email __________ [Text deleted] __________

Primary Contact for Service-Related Information:

[Text deleted]

Please provide the following Contact information:

Name __________________________ as above __________

Organization __________________________

Phone __________ Fax __________

Email __________________________