

## LEXIQAMUS LICENSE AGREEMENT

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## **III. PRICE AND PAYMENT**

A. License fees have been agreed upon by the Licensor and the Licensee, and include all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. However, the subscription is peculiar to and limited with the language of Ottoman Turkish. The Licensee's obligations of payment shall be to the Licensor or its assignee. Payments are due upon receipt of an accurate invoice(s) and will be deemed delinquent if not received within thirty (60) days. Failure or delay in rendering payments due the Licensor under this Agreement will, at the Licensor's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Databases, Services and pricing identified in this Agreement, pro rata adjustments of the contracted price may be calculated by the Licensor and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any accurate, additional pro rata invoices and will be deemed delinquent if not received within thirty (60) days of the invoice dates.

#### **IV. TERMINATION**

A. The term of this Agreement shall commence on the date first set forth above and shall last one year. This Agreement may be renewable at the end of the current term for a successive **one (1) year** term. In the event of a price increase for a subsequent term as provided for in Section 2.2, Licensee shall have no less than **sixty (60) days** from the date of notification of the price increase to notify Licensor of Licensee's intent to cancel or renegotiate.

B. In the event of a breach of any obligations under this Agreement, the breaching party shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from the non-breaching party. Within the period of such notice, the breaching party shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the breaching party fails to remedy such a breach within the period of thirty (30) days, the non-breaching party may (at its option) terminate this Agreement upon written notice to the breaching party.

C. If the Licensor becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of the Licensor or its licensors or an infringement on the rights of the Licensor or its licensors, then the Licensor will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from the Licensor. Once the breach or infringement has been remedied or the offending activity halted, the Licensor shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, the Licensor may terminate this Agreement upon written notice to the Licensee.

#### **V. GENERAL**

A. Neither party will be responsible for any delay or failure in its performance of this contract to the extent such delay or failure is caused by flood, explosion, war, acts of government or God, or other causes beyond the party's control, provided that the affected party notifies the other of such cause and makes a reasonable effort to avoid and mitigate the delay or failure.

B. Neither party may assign any part of this Agreement without prior express written consent of the other.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the Licensor License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described here.

F. The Licensor will not require Authorized Users to agree to terms relating to the use of the Databases or Services before permitting Authorized Users to gain access to the Databases or Services (commonly referred to as "click-through" or "clickwrap" licenses). The Licensor shall provide Licensee with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall such terms materially differ from the provisions of this Agreement. In the event of any conflict between the terms and conditions of a clickwrap or online agreement and this Agreement, the terms of this Agreement shall prevail.

VI. **Arbitration.** The parties agree that in the event they are unable to informally settle and resolve any questions or disputes which may arise out of or in connection with this Agreement, they will submit the dispute to a neutral party and the Agreement will be governed by the laws of California.

Accepted and agreed to by the parties as of the date above written.

Licensor: [Text deleted]

Licensee: UC San Diego

BY: [Text deleted]

BY: [Text deleted]

(Signature)

(Signature)

Title: Founder

Title: AUL Scholarly Resources and Services

Please print name: [Text deleted]

Please print name: [Text deleted]

Date signed: 6/4/2022

Date signed: 6/2/2022