

License Agreement
Korean Studies Information Co., Ltd.
And
University of California San Diego

This License Agreement (this "Agreement") is made effective as of January 16, 2023 (the "Effective Date") between Korean Studies Information Co, Ltd., [REDACTED] 10881, Republic of Korea ("Licensor") and University Of California San Diego, 9500 Gilman Drive A, La Jolla CA 92093-0175, U.S.A ("Licensee")

This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any previous communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

I. Content of Licensed Materials; Grant of License

The Product Name, Supplier, Contract Period, Annual Payment and Content of Subscription that are the subject of this Agreement are as follows:

- Product Name: E-resource Material of Korean Studies Information Co, Ltd.,
- Supplier: Korean Studies Information Co, Ltd.,
- Contract Period: 2023.04.01 ~ 2024.03.31
- Annual payment: \$ [REDACTED]
- Content of Subscription: MBC Archive

II. Term

- ① This License Agreement shall continue in effect for one year commencing on the Effective Date in preface.
- ② Unless one of the parties with respect to its subject matter notifies intention to terminate this agreement prior to one(1) month of the expiring date, this Agreement herein can be extended or renewed.
- ③ If there are any changes in the renewal terms or pricing, the Licensor is required to notify the Licensee 60 days before the renewal date.

III. Fees

Licensee shall make payment to Licensor for use of the Licensed Materials as follows:

- ① Annual payment:

Period	Annual payment
2023.04.01~2024.03.31	[REDACTED]

- ② Period: All fees are due and payable by Licensee ninety (90) days after the date of invoice from Licensor.

IV. Provision and methods of the Service

Upon the Effective Date of this Agreement, Licensor shall make the web DB granted by MBC Co., Ltd. available to Authorized Users.

(There may be some changes to the Licensed Materials depended by contract with copyright holder (Academy or Research Institution, etc.) Moreover, Authorized Users are the entire members of university such as faculty, staff, students and walk-ins that mean patrons not affiliated with Licensee who are physically present at Licensee's site(s).)

V. The Contents of Services

- ① Licensor shall offer technical support such as guidance on retrieving data, using method and usage of statistics with regard to use DB.
- ② Licensor shall give notice of any such changes to Licensee and provide all of the Licensed Materials and added Materials through MBC Archive website during the Agreement period. (There may be some changes to the Licensed Materials depended by contract with copyright holder (Academy or Research Institution, etc.))
- ③ If Licensee will not renew the Agreement after it expires, the arbitrary scope of service such as scope of use and trial service complies with policy of KSI's archive subscription.
- ④ Neither party shall be liable in damages or have the right to terminate 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 Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

VI. Intellectual property right

- ① Licensee shall not assign full-text of licensed materials and its rights or obligations under this Agreement to third parties except Authored Users.
- ② Licensor shall assure that this Agreement shall not infringe the copyright of any third party and shall be responsible for any problems of the copyright which arise from offering service.

VII. Indemnities

After the Agreement is signed, in event that Licensor breach any obligations under this Agreement one-sidedly, Licensee shall be entitled to a refund of pro-rata portion thereof paid by Licensee for any remaining period of the Agreement and Licensor cannot dissent on such Licensee's claim. If Licensee breach, the payment will be vested in Licensor.

VIII. Information security and personal information protection

- ① Licensor and Licensee shall do not divulge any data about business contents of each other relating this Agreement to any third party, except as required by law and regulation, if any one breaches of the above the breaching party is liable for that.
- ② Upon Termination of this Agreement, Licensor shall immediately return all of data and information provided by Licensee, which is still in effect after Termination of this Agreement.
- ③ In event that Licensor use personal information collected from University, including name, address, e-mail, phone number, ID number, etc, Licensor have to comply with the followings.
 - *Maintaining Confidentiality of personal data regarding this Agreement*
 - *Prohibition of using and providing personal data except for authorized purposes*
 - *Prohibition of sharing the work and right to access the personal information with any third party*
 - *Upon the Termination of this agreement, performing the obligation to discard personal information*
 - *Acceptance liability for the problems on personal information arose from not observing relative regulation and law of the Licensee and improper maintenance.*

IX. 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.

If to Licensor:

Korean Studies Information Co., Ltd



If to Licensee:

Electronic Acquisitions Department
9500 Gilman Drive 0175A
La Jolla CA 92093-0175
U.S.A

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

LICENSOR:

BY: _____ *JMS to S* _____ DATE: 4/26/2023

Print Name: _____
Title: CEO
Address: Korean Studies Information Co., Ltd

Telephone No.: _____
E-mail: _____

LICENSEE:

BY: _____ _____ DATE: 4/24/2023

Print Name: _____
Title: Associate University Librarian Scholarly Resources and Services
Address: _____
Telephone No.: _____
E-mail: _____