



CRSP® STANDARD DATA SUBSCRIPTION AGREEMENT

Subscriber Name: University of California, San Diego

Address: [text removed]
[text removed]
[text removed]

THIS DATA LICENSE AGREEMENT (hereinafter "Agreement") is made between The University of Chicago (hereinafter "University") on behalf of its Center for Research in Security Prices at the Graduate School of Business, [text removed] (CRSP®) and Subscriber as listed above. As a condition for the purchase of a CRSP® data file subscription, the parties hereby agree to the following terms and conditions:

Article 1. License

- 1.1 CRSP® hereby grants to Subscriber and Subscriber accepts from CRSP® a nonexclusive, non-transferable, license for the term of the Agreement to receive and use the CRSP® Data Files identified in Appendix A, (the "Data Files"), for the limited purposes, and under the terms and conditions set forth herein.
- 1.2 CRSP® data is licensed for Subscriber's Internal Use by the users identified in Appendix A solely for display and analysis on the number of servers, workstations, and from off-site by direct access via the numbers of laptops, other off-site devices, and other direct dial-up/connect access to Subscriber's premises, and such additional uses as are permitted in the Statement of Use set forth in Appendix A, and in Paragraph 1.9 for Academic Subscribers. For the purposes of this Agreement, (i) "Internal Use" means use for the Subscriber's benefit within a specific department and geographic location on one computer system or approved server and group of networked workstations located at one street address in conjunction with software applications solely for the purposes of researching and analyzing stock trends, including but not limited to, preparation of reports, but expressly excludes further dissemination of the information or data contained in the Data Files in electronic form or use for the construction of products or services, except as provided in the Statement of Use set forth in Appendix A, that may compete with any of the products or services of CRSP® or of CRSP's® data sources. Internal Use does not include use by a parent or affiliated organization of a Subscriber, a joint venture to which a Subscriber is a party, or the private use for consulting or publication by Subscriber's agents or employees, and (ii) "Subscriber" is a single legal entity (whether a corporation, limited liability company, partnership, trust, or not for profit educational or charitable institution or governmental entity). Internal Use does not include use for consulting or other for-profit uses by an Academic Subscriber.
- 1.3 Except as provided in Appendix A, Subscriber agrees that it will not transfer, sell, publish, redistribute or release or otherwise make available the Data Files or the data contained therein to any individual or third party who is not an employee or consultant, a faculty or staff member, or a student of Subscriber, and that it will not re-transmit the same from its business premises for any purpose, including re-transmission to other business premises operated by Subscriber without written permission from CRSP®. In the event Subscriber becomes aware of any unauthorized use by a third party of CRSP® data licensed to Subscriber, Subscriber will give CRSP® prompt written notice thereof, and will cooperate with CRSP® in investigating same.
- 1.4 To the extent Subscriber's actual usage of CRSP® data at any time exceeds the authorization specified hereunder, CRSP® reserves the right to impose, and Subscriber hereby agrees to pay, CRSP's® prevailing charges corresponding to Subscriber's actual usage of CRSP® data.

- 1.5 It is expressly understood and agreed by Subscriber that third parties provide certain components of CRSP® data to CRSP® for redistribution and that the availability of such components to Subscriber shall cease automatically, without liability on the part of CRSP®, upon the termination of any such third party license. If the loss of a third party provider renders CRSP® unable to deliver the product in a timely manner or such loss seriously impairs the functionality of the CRSP® product or the utility of the data items contained in the CRSP® product, Subscriber shall have the right to terminate this agreement and receive a pro rata refund for the remainder of the contract's immediate term even if such loss occurs during the initial term of the contract.
- 1.6 CRSP® data may not be used in the construction of products for sale or redistribution by Subscriber unless permitted in the Statement of Use set forth in Appendix A or otherwise in writing by CRSP®.
- 1.7 Subscriber agrees and acknowledges that, except as set forth herein, it is not licensed to access or distribute CRSP® data through the Internet or any third-party timesharing service or other third-party information retrieval network unless such access and service has been previously approved by CRSP® in writing.
- 1.8 Subscriber may not copy nor allow the copying of CRSP® data in any form onto any device or medium, except as provided for in Paragraph 1.9, or as permitted under Article 2, for approved installation, without the express written consent of CRSP®, except solely to create back-up copies of the Data Files for its internal use, subject to the terms of this Agreement, or to respond to or comply with requests by any court of appropriate jurisdiction or governmental agency or instrumentality.
- 1.9 This subscription is for a single legal entity and site location and applies to only one (1) physical Subscriber data center installation (and responsible administrator) as described in Appendix A. Additional locations or legal entities and users desiring access to the CRSP® Data Files or CRSP® data must apply for a separate subscription. Additional locations, entities, or users may be added by the addition of a schedule to this Agreement. The Administrator agrees to retain exclusive custody over and not to reproduce CRSP® CD's, not to allow the installation of CRSP® Databases on systems not owned by the Subscriber and as otherwise limited elsewhere in this Agreement, and to take all reasonable and prudent efforts as would be taken for the Subscriber's own confidential information to assure that the CRSP® Data Files obtained by an employee or consultant, a faculty or staff member, or a student will be used in accordance with the terms of this Agreement and will be protected from removal should the employee or consultant, faculty or staff member, or student leave the Subscriber. The Administrator agrees to inform users that the CRSP® Data Files are provided on a "License to Use" basis to the Subscriber for a specific term, and that this license does not allow their use for private consulting or carry over (allow any usage) to an individual's engagement in activities for another entity or institution, or if the individual should leave the Subscriber, or if the Subscriber's license expires and is not renewed. This means that a departing individual may not take CRSP® data with him or her on departure, even if he or she departs in the middle of a study involving CRSP® data, and such individual must secure the proper licenses at his or her new institution or employer if such entity does not already subscribe to the necessary Data Files. The license to CRSP® Data Files also does not carry over to or allow access and/or use by "co-authors" or "co-researchers" at other institutions, if the individual's institution is not also a subscriber to the necessary CRSP® Data Files.

a) Commercial, Not-For-Profit, and Government Subscribers:

Storage, retrieval and processing of the Data Files is limited to five (5) concurrent (simultaneous) users at five (5) institutionally owned workstations, either networked, remotely connected, or standalone at a single location for Commercial, Not-For-Profit, and Government Subscribers. The identity of those users, including on-site use by consultants and or contractors, is listed in Appendix A, as is the number of workstations if this subscription is multi-site or multi-location.

b) Academic Institutional Subscribers:

Storage, retrieval and processing of the Data Files is limited to the systems or networks supporting the faculty, staff, and students of a single campus (single geographic location & legal entity) for an Academic Institutional Subscriber. The Data Files may also be installed on up to ten (10) institutionally owned standalone systems supporting faculty and staff members at the licensed campus of an Academic Subscriber. In the case where CRSP Data Files are installed on stand-alone systems (portable or desktop), the Administrator must provide CRSP with a list of such systems and users annually. CRSP Data Files must be purged from such institutionally owned systems if the system (such as a laptop) is to be taken from the campus by a faculty or staff member, or student for other than an incidental trip, such as to accept a temporary assignment at another institution. The preparation of duplicate copies of the CRSP CD's, or the distribution/circulation of the CRSP CD's, is strictly prohibited. The Data Files may not be installed on personal systems (not institutionally owned) of faculty, staff, or students of Academic Subscribers, although insubstantial extracts of data required for particular analysis processes may be temporarily downloaded to such systems as required for analysis and coursework, provided that steps are taken to assure that this data is purged once it is no longer required and/or the individual leaves the institution. Copying of entire files, such as "headfile.dat" or CRSP data converted to "SFA format" files, to individual systems is strictly prohibited. Off-site controlled limited access by appropriately secured means is permitted for faculty, staff, and students of the subscribing campus for appropriate academic activities of the subscribing campus in the case of an Academic Subscriber. It should be clearly noted that this license does not permit any users, with particular attention to users such as Visiting and Adjunct Professors, or students engaged in part-time employment or alternate research at another firm, consortium, or institution, to utilize the CRSP Databases in these alternate endeavors, nor does this license carry over to any form of joint venture or consortium to which the subscribing institution belongs.

- 1.10 Support: Support for users of CRSP products (installation assistance, data issues, etc.) is provided by Email (preferred method), and by telephone during the hours of 10:00 AM to 2:00 PM Central Daylight time. Support hours are subject to change without prior notice. Current support hours are posted on the CRSP website. We attempt, but do not promise nor guarantee, an initial response within 24 hours. Support naturally does not include the user's responsibilities for analysis, programming or actually performing extractions, etc., although some such additional services are available as a Custom Product. Support for Academic clients is limited to faculty, doctoral candidates, and up to 3 designated Student/User Coordinators/Administrators, and cannot be provided to individual undergraduate or MBA/Masters level students.
- 1.11 Except as otherwise specifically provided herein, this Agreement shall not transfer to Subscriber any right to, or interest in, CRSP® data or in any data included therein or component thereof, or in any copyright or trademark pertaining thereto.
- 1.12 CRSP® reserves the right, in its sole discretion, and from time to time in accordance with its normal procedures, to make a material change in the Delivery (e.g. format, medium, and means of access to) and Content (e.g. organization, format, categories, method of calculation or definitions) of the CRSP® Data delivered under this Agreement, whether or not such changes would require changes to be made by Subscriber to its mode of operation or would render its computer or telecommunications equipment or software unsatisfactory or inoperative. In the event of a change having such an effect, Subscriber may elect to terminate this Agreement by giving CRSP® written notice within sixty (60) days from the effective date of the change, whereupon CRSP® shall provide a pro rata refund of the subscription fee from the date of the written notice. Subscriber will be responsible for providing all necessary third party operating systems, programming languages, and utilities, and the supply and connection of all necessary telecommunications equipment and generally all other equipment and facilities necessary for the proper operation and use of the Database. CRSP® shall post Delivery and Content changes along with their effective date on its website, in documentation and marketing literature.

- 1.13 **Covenant Not To Solicit Employees.** During the term of this agreement and subsequent renewals, and for a period of one year after its termination, neither CRSP® nor Subscriber and its wholly-owned subsidiaries or controlled affiliates, agents and consultants shall actively recruit to hire any employee of the other party, without the other party's prior written consent. Notwithstanding the foregoing, neither party shall be precluded from conducting general recruiting activities, such as participation in job fairs or publishing advertisements in publications or on Web sites for general circulation and hiring employees of the other party who were so recruited. In the event of a violation of this provision, the hiring party's sole and exclusive obligation, and the other party's sole and exclusive remedy, shall be a one-time payment in the amount of the employee's first year salary and expected bonus.

Article 2. Additional Use of Data and Publication of Information

- 2.1 Subscriber shall not make any use of the Data Files other than the application of the data or information contained therein or derived therefrom for its own business purposes in the normal course of its business at the location and in the manner set forth in the Statement of Use specified in Appendix A, and shall not sell all or part of the Data Files or any derivation therefrom, except as provided by the Statement of Use in Appendix A. Subscriber will not communicate or disseminate any information or the raw data contained in the Data Files in computer readable form to any third party, including any subsidiary or branch office of the Subscriber by any means whatsoever. This should not be construed as preventing the internal distribution or distribution to clients of online/electronic reports, reports in pdf format, etc. What is precluded is the distribution of the raw data in machine readable or any other form, so that the recipient could actually use the data, rather than taking out some form of additional subscription. Should Subscriber or any of its employees, consultants, or students (collectively referred to herein as "users") wish to utilize CRSP® data for any personal, non-academic, or profit-making endeavor not included in the "Subscriber's Statement of Use", such user shall first obtain CRSP's express written consent and obtain the necessary subscription or custom extract from CRSP®.
- 2.2 Without limiting the foregoing, Subscriber and/or its employees, consultants, or students shall not use the Data Files for private consulting, inclusion in unapproved private materials or publications such as textbooks, or to act as a service bureau. Academic Subscribers may not use the data for consulting or other for-profit activities. Notwithstanding the foregoing, Subscriber may use the Data Files for publications as set forth in the Statement of Use set forth in Appendix A.
- 2.3 Any approved publication or dissemination (including by electronic means or in any other form) by Subscriber or its employees or consultants of the data contained within or information derived from the Data Files shall contain attribution to CRSP® and shall bear the words **"Source: CRSP®, Center for Research in Security Prices. Graduate School of Business, The University of Chicago. Used with permission. All rights reserved. crsp.uchicago.edu"**
- 2.4 Subscriber may allow access to the Data Files by outside consultants or contractors on Subscriber's site via Subscriber's system for the express purpose of assisting development of Subscriber's applications for CRSP® data provided that, during the term of their engagement, Subscriber causes such consultants and/or contractors to comply with the terms of the Agreement and upon completion of their engagement all their rights and access to CRSP® data must be terminated by Subscriber. Such access by outside consultants or contractors must be included in the workstation count as described in Appendix A.

Article 3. Disclaimer of Warranties and Limitation of Liability

- 3.1 CRSP® and its third party suppliers will use its best efforts to obtain information appearing on its Data Files from sources it considers reliable, but disclaims any and all liability for the truth, accuracy or completeness of the information conveyed. THE UNIVERSITY, CRSP®, AND ITS THIRD PARTY SUPPLIERS MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS, CONDITION, USE OR APPROPRIATENESS FOR SUBSCRIBER'S PURPOSES OF THE DATA FILES AND DATA FURNISHED TO THE SUBSCRIBER UNDER THIS SUBSCRIPTION, OR ANY OTHER MATTER AND ALL SUCH DATA FILES WILL BE SUPPLIED ON AN "AS IS" BASIS. CRSP® will endeavor to meet the projected dates for updates, but makes no guarantee thereof, and shall not have any liability for delays, breakdowns or interruption of the subscription. In no event shall the University, CRSP®, or its third party suppliers be liable for any consequential damages (even if they have been advised of the possibility of such damages), for damages arising out of third party suppliers terminating agreements to supply information to CRSP®, or for other causes beyond its reasonable control.
- 3.2 In the event Subscriber discovers an error in the Data Files, Subscribers sole remedy shall be to notify CRSP® and CRSP® will use its best efforts to promptly correct same and deliver corrections with the next update.

Article 4. Indemnification

- 4.1 Subscriber agrees to indemnify and hold harmless CRSP® and suppliers to CRSP® of data, software, or services related to the development, maintenance, administration, and delivery of the CRSP® Data Files from all claims and damages, including without limitation, reasonable attorneys' fees, arising out of Subscriber's use of the Data Files, and any use of the Data Files by a third party receiving the CRSP® data through Subscriber, including, but not limited to, liabilities arising out of, or related to the accuracy, completeness, or timeliness of any of the Data Files. CRSP® shall promptly give Subscriber notice of any such claim, cooperate with Subscriber and provide all reasonable information and assistance in the defense of the claim; and offer Subscriber the right to control the defense and settlement of the claim.

Article 5. Copyright and Proprietary Rights

- 5.1 CRSP® represents and warrants that it is authorized to provide Subscriber with access to and use of its Data Files under this Agreement and to the best of its knowledge, the Data Files do not violate any copyright, trade secret, or other intellectual property right of any third party. Notwithstanding anything in Article 3 of this Subscription Agreement, CRSP® will defend any action instituted against Subscriber to the extent that it is based upon a claim that the authorized use of the Data Files, or any portion thereof, directly infringes upon a United States patent, copyright, trademark or other proprietary right, and CRSP® will pay all costs and damages attributed to such claim that are finally awarded against Subscriber; provided that (i) Subscriber promptly notifies CRSP® of such action and gives CRSP® sole authority and all information and assistance reasonably requested by CRSP® to defend or settle such claim, (ii) such claim does not arise out of the use of the Data Files in a manner not intended hereby or with any unauthorized modification, or the misuse of the Data Files, and (iii) any such costs and expenses were incurred by Subscriber with CRSP's® written Authorization. If such a claim has occurred, or in CRSP's® opinion is likely to occur, CRSP® may, at its election and expense, either obtain for Subscriber the right to continue using the Data Files at issue or replace or modify the same so that use in accordance with the terms of this Subscription Agreement is non-infringing. If neither of the foregoing alternatives is in CRSP's® reasonable judgment practical, CRSP® may cancel the Subscription and refund a prorated portion of the annual license fee paid by Subscriber, and Subscriber agrees to discontinue use of the affected Data Files and to purge all Data as specified in Article 9.

- 5.2 Subscriber acknowledges that the Data Files to which it is subscribing contain factual material selected, arranged and processed by CRSP® and others through research applications and methods involving much time, study and expense and that they constitute valuable property of CRSP®.
- 5.3 In providing the Data Files, CRSP® uses names that it considers proprietary to identify variables. Subscriber acknowledges that such identifiers and descriptions were created by CRSP® through the expenditure of considerable work, time and money. Subscriber agrees to use CRSP® identifiers for data provided by CRSP® and understands that CRSP® identifiers (name or value) cannot be changed, modified, altered, appended to any other data series, or updated with data from any source other than CRSP®. Subscriber further acknowledges that certain CRSP® data element names are Trademarked, and that the development of any product or service linking to CRSP® data via CRSP® elements PERMNO® and PERMCO® will require an additional Redistribution Agreement with CRSP®, and that any linking via CUSIP will require an additional license from the S&P CUSIP Service Bureau. The list of these identifiers is as follows: CRSP®, PERMNO®, PERMCO®, NPERMNO®, NPERMCO®, CSTLNK®, CRSP LINK®
- 5.4 CRSP® retains all copyright and other proprietary rights to CRSP® data. Subscriber shall use all reasonable steps to protect CRSP®'s proprietary rights and copyright in the data supplied (including, but not limited to, any and all reasonable steps which may be expressly required in writing by CRSP®), and will protect the data in no less than the manner in which it would protect its own confidential or proprietary information. Subscriber will inform all users and potential users of CRSP® data of CRSP®'s proprietary rights in its files.

Article 6. Terms Relating to the CUSIP Database

- 6.1 Subscriber agrees to be bound to specific terms and restrictions pertaining to the CUSIP database as outlined in Appendix B.

Article 7. Fees

- 7.1 The annual fee for Subscriber's initial subscription to the specified CRSP® Data Files shall be as specified in Appendix A. Fees for subsequent years after the initial subscription will be based on current price schedules. Subscriber will be billed the subscription fee for each year. Payment is due no later than thirty days after receipt of invoice.
- 7.2 If Subscriber discontinues/cancels or fails to renew a contract with FT Interactive, or any entity affiliated with FT Interactive, as a result of subscribing to CRSP® Data Files for similar data, and replaces such data with Data from one of the CRSP® Data Files which was provided to CRSP® by FT Interactive, Subscriber agrees to pay additional annual license fees to CRSP® in the amount that Subscriber would have paid annually to FT Interactive under the cancelled contract.
- 7.3 If the Subscriber wishes to terminate at the end of the first year of their two year initial term, the Subscriber agrees to pay an Early Termination Fee in the amount of 50% of the then current annual subscription fee, in addition to adhering to the Post Termination requirements as noted in Paragraph 9 and Appendix C.

Article 8. Term, Termination and Renewal

- 8.1 The term of the initial subscription is dependent on the type of product purchased and the classification of the Subscriber. This initial term is for one data-year for Not-For-Profit, and Governmental Subscribers, and for two data-years for Academic and Commercial Subscribers. A "data-year" is until the next applicable annual update is made available for products with an annual update frequency, and 4 consecutive quarters or 12 consecutive months for products with quarterly and monthly update frequencies respectively. This Agreement shall be in effect for the initial term, and thereafter, this Agreement shall continue in full force and effect, unless and until terminated by either party giving to the other at least thirty (30) days prior written notice, so as to expire on the last day of the initial term or any anniversary thereof. A Subscriber

with a two year contract will be invoiced for the annual fee prior to the commencement of the second year of its subscription, and after the expiration of the initial subscription period, all Subscribers will be notified by letter and invoice annually by each anniversary.

- 8.2 If the subscription is cancelled for any reason by either party, the Subscriber shall not be entitled to any refund of the subscription fee, except in the case of cancellation pursuant to Paragraphs 1.5, 1.11, 1.12, 5.1, and 11.4.

Article 9. Post-Termination

- 9.1 If Subscriber's subscription is cancelled, except as provided in section 9.2, Subscriber is obligated to erase and/or to destroy the original and all copies of the Data Files, including, but not limited to, copies containing all or part of the data which are in machine-readable form or hardcopy. Subscriber shall comply with the provisions of this paragraph within thirty (30) days of the expiration or cancellation of the subscription, and shall certify in writing to CRSP® by the completion and return of a properly executed copy of Appendix C that such compliance has taken place. In the case of a Commercial or Not-For-Profit Subscriber, this certification must be attested to by an appropriate senior executive (Chief Counsel, CEO, CFO, etc.), and in the case of an Academic Subscriber the certification must be by the Dean or an Associate Dean responsible for Administration, or the Librarian responsible for all data contracts and subscriptions for the institution. A sample copy of the form of such a certification is included as Appendix C to this Agreement.
- 9.2 CRSP® Data Files commingled with other data and programs of Subscriber in computer archival backup storage need not be erased or destroyed on cancellation provided any copies created by any computer restore/recovery function or process are immediately erased or destroyed without usage.
- 9.3 Sections 3.1, 4.1, 5, 6, 8.2, 9, 11.2, and 11.3 shall survive termination of this Agreement.

Article 10. Notices

10.1 Notices required under this Agreement shall be deemed given upon personal delivery, three business days after being sent by certified mail, or the next business day after sending by overnight delivery carrier, addressed:

If to CRSP®, to: David K. Barclay, **CRSP®** Chief Operating Officer
[text removed]
[text removed]

with a copy to: Jennifer Haffner, **CRSP®** Director of Finance & Administration

If to Subscriber _____, to _____ to

Address 1:
Address 2:
Phone:

with a copy to:

Address 1:
Address 2:
Phone:

Article 11. Miscellaneous

- 11.1 Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 11.2 In the event that either party pursues legal action against the other to enforce or protect its rights under this Agreement, the parties agree that the federal or state courts of the State of Illinois shall have sole and exclusive jurisdiction. The laws of the State of Illinois shall govern the interpretation of this Agreement.
- 11.3 The Parties further agree that if either party is successful in whole or in part in an action for damages and/or equitable relief under this Agreement, the other party shall be liable for such party's reasonable costs expended in the action, including its reasonable attorneys' fees and disbursements prosecuting the action, if so ordered by the court.
- 11.4 This Agreement may not be supplemented, modified or waived in whole or in part except in writing agreed to and signed by both parties. This shall not preclude the COO of CRSP® from unilaterally supplementing or modifying the terms of the Subscription Agreement at any subsequent renewal upon 90 days written notice. In the event of such modification, Subscriber shall have the option of not renewing its subscription. This shall also not preclude the COO of CRSP from unilaterally supplementing or modifying the terms of the Subscription Agreement or the content of the CRSP® Databases at any time, upon 30 days written notice, if such change is necessitated due to a change in data format or content necessitated due to changes of data suppliers by CRSP®, or changes implemented by suppliers of data to CRSP®. In the event that such change is unacceptable to Subscriber, the Subscriber shall have the option of canceling its subscription and receiving a refund of the pro-rated portion of the annual license fee paid by the Subscriber through the date of termination.
- 11.5 Subscriber acknowledges that CRSP® discloses the names of all subscribers to certain of CRSP's® data suppliers.



Article 12. Signature

12.1 This Agreement shall not become binding on either party until accepted in writing by an officer of each respective party.

12.2 Each party represents that the person signing below on its behalf is authorized to bind the legal entity comprising the term " CRSP®" or "Subscriber," as applicable. The person signing must be the individual responsible for Contracts, Licensing, and Subscriptions, rather than simply the end-user.

12.3 The parties agree that this Standard Data Subscription Agreement may only be executed in counterparts on the original hard copy of the contract, produced or revised exclusively by CRSP®, and represents the binding obligation of the parties to be bound by the terms of the Standard Data Subscription Agreement.

Accepted for the University of Chicago on behalf of
CRSP®

Subscriber: University of California, San Diego

By: __[signature removed]_____

By: __[signature removed]_____

Print Name: David K. Barclay

Print Name: Tony Harvell

Title: Chief Operating Officer-CRSP

Title: Head of Acquisitions

Date: 10/19/06

Date: October 17, 2006



Center for Research in Security Prices

clean, quality data for excellence in research

CRSP® Standard Data Subscription Agreement

Appendix A

Subscriber Name: University of California, San Diego

Dept./Identity of Users: FACULTY, STAFF AND STUDENTS

Single Site **Multi-Site License**

If a single-site license:

location/number of Standalone Workstation(s)
location/number of Network File Server(s): One
location/number of Network Workstation(s): Unlimited

Notes: Standalone Workstations are limited to 10 faculty machines.
Dean of School or Organization's Management is responsible for ensuring deletion of CRSP data upon terminating subscription.

New Service **Add Service** **Upgrade in Service**

Database Name and Code:

CRSP/COMPSTAT Merged Link, Annual Distribution (CCM)

Update Media/Delivery Method (other than CD-ROM): DVDs

Contract Date: October 18, 2006

Initial Term: Two Years

Note that the term shall be automatically renewed for annual periods thereafter unless either party sends the other party written notice to the contrary at least thirty (30) days prior to any anniversary date.

Initial Annual Fee: [text removed]

Locked in Rate for Two Years:

Year One: CCM **October 1, 2006 through September 30, 2007** [text removed]

Year Two: CCM **October 1, 2007 through September 30, 2008** [text removed]

Payment Dates: Annually, Upon Receipt of Invoice

Notes: In advance of installation and thereafter annually no later than 30 days after receipt of invoice. Late payments are subject to a finance charge of 1.5% or the maximum allowed by law. CRSPSM Subscription Fees may vary from year to year.

TO BE COMPLETED BY SUBSCRIBER

Operating System: Windows

CPU Manufacturer(s): Intel

Compiler(s) & Versions: SAS

Subscriber's Statement of Intended Use: CRSP Data will be used for Academic Research Purpose, Instruction and Use by Faculty & Students.

Please initial ____ [initials removed] ____



Appendix A (Continued)

Subscriber Information and Signatures

University of California, San Diego

Billing Contact:

Name: Christine Peters	Title: Electronic Resources Specialist	Department: Acquisitions
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Street Address: [text removed]

City: La Jolla	State: CA	Postal Code: [text removed]
Telephone: [text removed]	Fax: [text removed]	email: [text removed]

Shipping Contact:

Name: Christine Peters	Title: Electronic Resources Specialist	Department: Acquisitions
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Street Address: [text removed]

City: La Jolla	State: CA	Postal Code: [text removed]
Telephone: [text removed]	Fax: [text removed]	email: [text removed]

Signatures

This Agreement and Appendix A shall not become binding on CRSPSM, until accepted in writing by an officer of CRSPSM. Subscriber represents that the person signing below on behalf of Subscriber is authorized to bind the legal entity comprising the term "Subscriber." The parties agree that this Appendix A Product Specification and Fee Schedule may only be executed on the original hard copy of the contract, produced or revised exclusively by CRSPSM, and represents the binding obligation of the parties to be bound by the terms of this Appendix A Product Specification and Fee Schedule.

Accepted for CRSPSM	Subscriber: University of California, San Diego
By: _____ [signature removed]	By: _____ [signature removed]
Print Name: David K. Barclay _____	Print Name: AUL for Collection Services _____
Title: Chief Operating Officer _____	Title: Martha Hruska _____
Date: 10/19/06 _____	Date: _____ October 18, 2006 _____

[text removed]



CRSP® STANDARD DATA SUBSCRIPTION AGREEMENT

Appendix B

Terms relating to the CUSIP Database

Subscriber Name: University of California, San Diego

Address: [text removed]
[text removed]
[text removed]

Subscriber agrees and acknowledges that the CUSIP Database is and shall remain valuable intellectual property owned by, or licensed to, CUSIP Service Bureau, Standard & Poor's ("CSB") and the American Bankers Association ("ABA"), and that no proprietary rights are being transferred to Subscriber in such materials or in any of the information contained therein. Subscriber agrees that misappropriation or misuse of such materials will cause serious damage to CSB and ABA and that in such event money damages may not constitute sufficient compensation to CSB and ABA; consequently, Subscriber agrees that in the event of any misappropriation or misuse, CSB and ABA shall have the right to obtain injunctive relief.

Subscriber agrees that Subscriber shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with normal internal processing of security transactions. Subscriber further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a file of CUSIP descriptions or numbers for any other third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, ELECTRONIC and/or CD-ROM Services.

NEITHER CSB, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO SUBSCRIBER ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CSB, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CSB, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE EXCEED THE FEE PAID BY SUBSCRIBER FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CSB AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND ITS CONTROL.

Subscriber agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.



CRSP® STANDARD DATA SUBSCRIPTION AGREEMENT

Appendix C

Certification of Erasure or Destruction of CRSP® Data

To: [text removed]
[text removed]
[text removed]
[text removed]
[text removed]

DATE: _____

Subscriber hereby certifies, pursuant to Section 9.1 of the Subscription Agreement, that it has erased from all systems and/or destroyed any and all data from the CRSP® Data Files received from CRSP® and installed under the Subscription Agreement in accordance with the requirements of the Subscription Agreement. *

SUBSCRIBER: _____

By: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Sample

- *Note: (1) In the case of a Commercial or Not-For-Profit Subscriber, the certification must be by an appropriate senior executive (Chief Counsel, CEO, CFO, etc.).
- (2) In the case of an Academic Subscriber, the certification must be by the Dean or an Associate Dean responsible for Administration, or the Librarian responsible for all data contracts and subscriptions for the institution.
- (3) CRSP® Data Files commingled with other data and programs of Subscriber in computer archival backup storage need not be erased or destroyed on cancellation provided any copies created by any computer restore/recovery function or process are immediately erased or destroyed without usage.

FIRST ADDENDUM
TO THE CRSP® STANDARD DATA SUBSCRIPTION AGREEMENT

THIS FIRST ADDENDUM TO THE CRSP® STANDARD DATA SUBSCRIPTION AGREEMENT (this "First Addendum") is made effective as of O c t o b e r 1 8, 2006 (the "effective date"), by and between the University of Chicago (the "University") on behalf of its Center for Research in Security Prices at the Graduate School of Business ("CRSP") with an office located at [text removed] and University of California, San Diego (the "Subscriber"), located at [text removed].

WHEREAS, the parties have entered into that certain CRSP® Standard Data Subscription Agreement (the "Agreement") of even date herewith; and

WHEREAS, the parties now desire to modify and supplement the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions contained herein, and for good and valuable consideration, the parties hereto agree as follows:

1. Section 7.3 is hereby deleted in its entirety.
2. Article 10, Notices, shall be deleted in its entirety and the following substituted in its stead:

"Article 10. Notices

10.1 Any and all notices or other communications or deliveries required under this Agreement shall be deemed to have been duly given or made for all purposes (i) if hand delivered, on the day delivered; (ii) if sent by overnight courier, on the next business day after it is sent; (iii) if sent by telephone facsimile transmission during normal business hours on a business day; or (iv) if mailed by certified mail (postage prepaid and return receipt requested), on the third (3rd) day after depositing in the mail, to the applicable addresses set forth below:

If to CRSP:	David K. Barclay, Chief Operating Officer CRSP The University of Chicago Graduate School of Business [text removed] [text removed] Phone: [text removed] Fax: [text removed]
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With a copy to: Jennifer Haffner
Director of Finance & Administration
CRSP

If to Subscriber: Christine Peters
University of California, San Diego
[text removed]
[text removed]
Phone: [text removed]
Fax: [text removed]

With a copy to: _____

3. Section 11.2 is hereby deleted in its entirety.
4. Except as modified herein, all the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Addendum to the CRSP Standard Data Subscription Agreement to be executed by their duly authorized representatives as of the effective date first written above.

**Accepted for the University of Chicago
On behalf of CRSP:**

By: [signature removed]

Name: David Barclay

Title: Chief Operation Officer – CRSP

Date: 10/19/06

University of California, San Diego

By: [signature removed]

Name: Tony Harvell

Title: Head of Acquisitions

Date: October 18, 2006

CRISP

CENTER FOR RESEARCH IN SECURITY PRICES

ADDENDUM TO CRSP® DATA STANDARD SUBSCRIPTION AGREEMENT

This ADDENDUM TO CRSP® DATA STANDARD SUBSCRIPTION AGREEMENT ("Addendum"), dated as of April 25 2013 is made by and between The University of Chicago, on behalf of its Center for Research in Security Prices at Chicago Booth ("CRSP®"), and University of California-San Diego ("Subscriber"), and supplements that certain CRSP® Data Standard Subscription Agreement (the "Agreement"), dated as of March 3, 2006, by and between CRSP® and Subscriber. Capitalized words used herein but not defined herein shall have the meaning attributed thereto in the Agreement.

WHEREAS, CRSP® and Subscriber are parties to the Agreement;

WHEREAS, Subscriber has indicated that it no longer wishes to receive the CRSP® Data Files directly from CRSP® via any delivery platform; and

WHEREAS, Subscriber will no longer receive the CRSP® Data Files from CRSP® via DVD, a method of delivery to which Subscriber is entitled under the Agreement.

NOW, THEREFORE, for good and valuable consideration, including, but not limited to, the approval of this Addendum, the undersigned parties agree as follows:

1. Notwithstanding any other provision contained in the Agreement, including, but not limited to, Appendix A thereto, Subscriber agrees that, effective as of the Effective Date (as defined below), Subscriber shall no longer receive the CRSP® Data Files directly from CRSP® via any delivery platform, including via DVD, managed file transfer (MFT), or file transfer protocol (FTP).
2. CRSP® acknowledges that Subscriber may receive or access the CRSP® Data Files via a third party data host ("Data Host"), for which services Subscriber maintains a separate license.
3. Notwithstanding anything else contained in the Agreement or this Addendum, Subscriber acknowledges and agrees (a) that CRSP® does not represent or warrant the reliability or continuity of Subscriber's receipt of or access to the CRSP® Data Files via the Data Host's service channels or platforms, (b) that CRSP® makes no guarantee thereof, and (c) that in no event shall the University of Chicago, the Booth School of Business, or CRSP® have any liability for delays, breakdowns or interruption of the provision of the CRSP® Data Files via the Data Host's service channels or platforms, or for any claim relating to the accuracy, completeness or timeliness of the CRSP® Data Files received or accessed via the Data Host's service channels or platforms.
4. Except as expressly modified hereby, the Agreement shall continue in full force and effect in accordance with its terms.
5. This Addendum may be executed in any number of counterparts, including facsimile or scanned ".PDF" or similar image. Each such counterpart, facsimile or scanned ".PDF" document shall be deemed an original instrument, and all of such counterparts, together, shall constitute one and the same executed Addendum.

[Remainder of Page Intentionally Left Blank]

C R S P
CENTER FOR RESEARCH IN SECURITY PRICES

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective authorized representatives.

[Text Deleted]

University of California-San Diego

8/28/13

(Signature)

(Date)

[Text Deleted]

(Name and Title)

Assoc. U. Librarian Collection Services

The University of Chicago on behalf of its
Center for Research in Security Prices at Chicago Booth (CRSP®):

[Text Deleted]

1/30/2014

(Signature)

(Date) (the "Effective Date")

[Text Deleted]

(Name and Title)

Chief Operating Officer— CRSP®



Center for Research in Security Prices
Clean, quality data for excellence in research

CRSP Standard Data Subscription Agreement
Appendix A-I

This Appendix A-I is issued pursuant to, and incorporates the terms of that certain CRSP Standard Data Subscription Agreement ("Agreement") and the Appendix A thereto ("Appendix A"), between The University of Chicago on behalf of its Center for Research in Security Prices at Chicago Booth ("CRSP") and University of California-San Diego ("Subscriber"). Capitalized words used herein but not defined herein shall have the meaning attributed thereto in the Agreement and Appendix A.

New Service [] Add Service [x] Upgrade in Service []

Database Name and Code:

CRSP Index History Files (together with the CRSP Data Files or Data Files, collectively, the "CRSP Data Files" or "Data Files").

Licensing Fees: Subscriber shall not be required to pay any licensing fees or associated fees to CRSP in exchange for the additional CRSP Data Files received under this Appendix A-I.

Access to CRSP Data Files Via the Wharton Research Data Service ("WRDS"): CRSP does not represent or warrant the reliability or continuity of Subscriber's receipt of or access to the Index History Files via any third-party host's service channels or platforms, including but not limited to WRDS, and CRSP makes no guarantee of the reliability or continuity of Subscriber's receipt of or access to the CRSP Index History Files via any third-party host's service channels or platforms, including but not limited to WRDS. In no event shall the University of Chicago, the Booth School of Business, or CRSP have any liability for delays, breakdowns or interruption of the provision of the CRSP Index History Files via any third-party host's service channels or platforms, or for any claim relating to the accuracy, completeness or timeliness of the CRSP Index History Files received or accessed via any third-party host service channels or platforms, including but not limited to WRDS.

Effect of Appendix A-I: As of the Effective Date (as defined below), this Appendix A-I will be incorporated into the existing Appendix A and become a part of the Appendix A. All references in the Agreement and in the Appendix A to the "Appendix A" shall be deemed to mean the Appendix A as supplemented by this Appendix A-I. All other terms and conditions contained in the Agreement and the Appendix A shall remain in full force and effect in accordance with their terms.

Signatures: This Appendix A-I shall not become binding on CRSP until accepted in writing by an officer of CRSP. Subscriber represents that the person signing below on behalf of Subscriber is authorized to bind Subscriber. The parties agree that this Appendix A-I represents the binding obligation of the parties. This Appendix A-I and any modifications, waivers or notices relating to it may be executed and delivered in any number of counterparts, including facsimile or scanned ".PDF" or similar images. Each such counterpart, facsimile or scanned ".PDF" image shall be deemed an original instrument, and all of such counterparts, together, shall constitute one and the same executed Appendix A-I.

The University of Chicago on behalf of CRSP:

University of California-San Diego

By: [Text deleted]

By: [Text deleted]

Print Name: [Text deleted]

Print Name: [Text deleted]

Title: Chief Operating Officer

Title: AUL Collection Services

Date (the "Effective Date"): 9/2/14

Date: 8/26/14