

## COLLINS BARTHOLOMEW LICENCE AGREEMENT

**IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING THIS AGREEMENT YOU ARE INDICATING YOUR ACCEPTANCE OF THE COLLINS BARTHOLOMEW TERMS AND CONDITIONS AS STATED BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS AS STATED, PLEASE RETURN THE DATA AND ALL OTHER COMPONENTS (I.E. TECHNICAL INFORMATION) TO COLLINS BARTHOLOMEW.**

**Rights:** This is a Licence Agreement between (i) **The University of California, San Diego**, with its principal offices at 9500 Gilman Dr, La Jolla, California, United States (hereby referred to as 'You'); and (ii) **Collins Bartholomew Ltd**, a subsidiary of HarperCollins Publishers Ltd whose registered office address is 103 Westerhill Road, Bishopsbriggs, Glasgow, G64 2QT. This Licence Agreement gives You certain limited rights to use the Data as defined below. All rights not specifically granted in this Agreement are reserved to Collins Bartholomew Ltd.

**Data:** This Licence Agreement gives You and your Authorized Users the right to use the Coverage Data as defined in Schedule 1 attached hereto only.

**Term:** The licence granted by this Agreement is for an unlimited term commencing upon the latter date of signature below unless otherwise agreed in writing between Collins Bartholomew Ltd and You.

**Authorized Users:** Current members of the faculty and other staff or Members of Your institution (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at Your institution(s), who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorised Users work or study (including but not limited to Authorised Users' offices and homes, halls of residence and student dormitories) and who have been issued by You with a password or other authentication. Also included among the Authorized Users are other persons who are permitted to use Your library or information service and permitted to access the Secure Network but only from computer terminals within Your Library Premises.

**Payment:** In consideration of the licence granted herein You shall pay to Collins Bartholomew Ltd:

(a) a licence fee of [Text deleted] payable within 30 days of receipt of an invoice by You hereof.

**Reservation of ownership and grant of licence:** Collins Bartholomew Ltd and the GSMA retain exclusive ownership of the Coverage Data and hereby grant to You a world-wide, non-exclusive, non-transferable licence to use the Coverage Data based on the terms and conditions of this Licence Agreement. You agree to use all reasonable

efforts to protect the Coverage Data from unauthorised use, reproduction, distribution or publication.

**Copyright:** Copyright in the Coverage Data belongs to Collins Bartholomew Ltd and the GSMA. All screen images derived or generated from the Coverage Data should incorporate the following acknowledgement:

**Coverage Data © Collins Bartholomew Ltd and GSMA 2014.**

The year shall be the year in which the Coverage Data was supplied.

**Permitted uses:** During the Term of this Agreement You and Your Authorized Users shall be permitted to use the Coverage Data for the purpose(s) set forth in Schedule 2.

You shall make reasonable efforts to inform Authorized Users that they may not, directly or indirectly, through an affiliate or third party, compare or combine the Coverage Data with any coverage data provided by any third party without the prior written consent of Collins Bartholomew and the GSMA.

You and Your Authorized Users shall comply with all copyright laws worldwide in your use of the Coverage Data and shall make reasonable efforts to prevent unauthorized copying of the Coverage Data. Except as provided herein, You and Your Authorized Users may not sell, resell or otherwise make the Coverage Data available in any manner or on any media to any third party without the prior written consent of Collins Bartholomew or the GSMA.

**Updates:** Updates will not be provided to You as part of this Agreement unless by written amendment as agreed by both parties.

**Termination:** Collins Bartholomew Ltd shall be able at its discretion to terminate this Licence Agreement upon written Notice if You fail to comply with any provision of this Agreement. Any failure, delay or omission by Collins Bartholomew Ltd to enforce or exercise any right under this Licence Agreement shall not be construed as a waiver of that or any other right or the subsequent enforcement of those rights.

Both parties shall be entitled to terminate this Agreement forthwith by notice in writing to the other if the other party:

- (a) is in material breach of its obligations hereunder and (if such breach is capable of remedy) has failed to remedy such breach within ninety (90) days of being given notice by the other to do so,
- (b) goes into liquidation (other than for the purpose of reconstruction and amalgamation) or has an administrator or administrative receiver appointed over any part of its assets.

**Effects of Termination:** Upon termination of this Licence Agreement for any reason whatsoever:

- (a) all rights granted hereunder shall automatically revert to Collins Bartholomew Ltd and You shall immediately cease exploiting the Coverage Data; and
- (b) all outstanding monies payable to Collins Bartholomew Ltd shall become immediately due and payable.

On termination of this Agreement due to a material breach by You, You will immediately return the Coverage Data to Collins Bartholomew Ltd and remove or destroy (and present a certificate of destruction upon request) any whole or partial copies of the Coverage Data including Coverage Data modified or merged into another program and/or dataset from any computer systems at your site.

**Assignment:** You may not assign or subcontract any of your rights or obligations under this Agreement without Collins Bartholomew's prior written consent. Collins Bartholomew may assign any of its rights or obligations under this Agreement to an affiliate without the consent of You. Any attempted assignment or subcontract without such consent shall be null and void. You shall, at the request of Collins Bartholomew, and within seven 30 days of the request being made, enter into a novation of this Agreement to any Collins Bartholomew affiliate indicated by Collins Bartholomew. In these circumstances Collins Bartholomew will cease to be a party to this Agreement and will be released and discharged from each of its liabilities and obligations under this Agreement.

**Confidentiality:** Each Party shall use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent unauthorized disclosure of Confidential Information as it employs to avoid unauthorized disclosure of its own Confidential Information of a similar nature. Except as otherwise permitted hereunder, the Parties may disclose such information to entities performing services required hereunder where: (i) use of such entity is authorized hereunder, (ii) such disclosure is necessary or otherwise naturally occurs in that entity's scope of responsibility. Any disclosure to such entity shall be under the terms and conditions of this Section.

For purposes of this Agreement, Confidential Information shall mean all information, in any form, disclosed by the disclosing Party to the other Party which: concerns the operations, plans, know-how, trade secrets, business affairs, personnel, customers or suppliers of the disclosing Party; the receiving Party knows or might reasonably expect is regarded by the disclosing Party as the confidential information of the disclosing Party; is designated as confidential, restricted, proprietary, or with similar designation;. "Confidential Information" shall not include any information which: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving Party; (ii) was known to the receiving Party, without

restriction on its disclosure or use, at the time of disclosure; (iii) is disclosed by the receiving Party with the prior written approval of the disclosing Party; (iv) was independently developed by the receiving party without any use of the disclosing Party's Confidential Information; (v) becomes known to the receiving Party, without restriction, from a source other than the disclosing Party; or (vi) is (a) compelled pursuant to a legal proceeding or (b) is otherwise required by law or regulation to be disclosed.

**Anti-Bribery:** Both parties agree that they will not engage in any activity, practice or conduct which could contravene the UK Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK, or which could cause the Company to contravene the Bribery Act 2010.

**Limited Warranty:** Collins Bartholomew Ltd warrants that the media upon which the Coverage Data is provided will be free from defects in materials and workmanship under normal use. You warrant that You will use best efforts to ensure that the Coverage Data is not used in any way that may prejudice the goodwill or reputation of Collins Bartholomew Ltd and the GSMA. These warranties shall survive termination of this Licence Agreement.

**Miscellaneous:** Collins Bartholomew Ltd gives no warranty or undertaking as to the suitability of the Coverage Data for use by You. While every effort is made to keep the Coverage Data up-to-date, Collins Bartholomew Ltd will not be responsible for any direct, indirect, incidental or consequential loss, damage or inconvenience caused by inaccuracies or faults in the Data. Collins Bartholomew warrants that it has the right to license the rights granted under this Agreement to use the Coverage Data. Nothing in this Agreement shall be construed as constituting a partnership between Collins Bartholomew Ltd and You.

**Applicable Law:** This Agreement shall be governed by the laws of the State of California and shall be subject to the non-exclusive jurisdiction of the California courts.

Confirmed and agreed for and on behalf of **COLLINS BARTHOLOMEW LTD**, a division of **HARPERCOLLINS PUBLISHERS LIMITED**

By:           [Text deleted]          

Name:           [Text deleted]          

Position:           [Text deleted]          

Date:

Confirmed and agreed for and on behalf of **The University of California, San Diego**

By: [Text deleted]

Name: [Text deleted]

Position: AUL Collection Services

Date: 2/4/15

**Schedule 1**

**The Data**

<p>Collins Mobile Coverage Explorer: 2007-2014 (excluding 2010 which is unavailable)</p>	<p>A geo-referenced vector map covering the whole world and showing aggregated GSM, 3G and 4G mobile network coverage in ESRI file geodatabase format using co-ordinate system 3857.</p>
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## **Schedule 2**

### **Defined use of the Coverage Data**

Data are for research and educational use only, and may not be used for commercial purposes. Data may be represented in research results as static images, tables or text as necessary to convey research findings, and all screen images derived or generated from the Coverage Data should incorporate the following acknowledgement: Coverage Data © Collins Bartholomew Ltd and GSMA 2014. The data may not be redistributed in its raw form.