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⁴ <http://www.w3.org/WAI/guid-tech.html>

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If the dispute is not resolved within thirty (30) calendar days of the meeting among the parties' executives, either party may pursue a legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in Alameda County, California (or, if applicable, the federal court located in the Northern District of California). Licensor agrees to submit to the personal jurisdiction of the state courts in the State of California (or, if applicable, the federal courts in California) with respect to any legal proceedings that may arise in connection with this Agreement or from a dispute as to the interpretation or breach of this Agreement. During such court action, the parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute.

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This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. For the avoidance of doubt, online terms and conditions as defined in Section VII shall not modify the terms of this Agreement.

XX. AMENDMENT

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XXI. 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.

XXII. WAIVER OF CONTRACTUAL RIGHT

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XXIII. NOTICES

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile or electronic mail, confirmation copies must be sent by mail or by hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party. Any legal notices or other legal documents provided to either party as described in this Agreement shall constitute valid legal service, and Licensor

expressly waives any further service of process requirements provided under the Hague Service Convention or similar service of process standards or agreements.

**If to Licensor:
Lived Places Publishing**

[Redacted]

**If to Licensee:
Licensing contact:**

[Redacted]

University of California, San Diego
Geisel Library

[Redacted]

Invoicing contact:

[Redacted]

University of California, San Diego
Geisel Library

[Redacted]

Technical contact:

[Redacted]

University of California, San Diego
Geisel Library

[Redacted]

XXVI. EXECUTION

The parties agree that scanned and/or electronically signed versions of this originally executed Agreement are acceptable in lieu of printed signed copies and are to be given full force and effect under law.

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

LICENSOR:

BY: _____ DATE: March 28, 2024
Signature of Authorized Signatory of Publisher

Print Name: _____
Title: Publisher
Address: _____
Telephone No.: _____
E-mail: _____

LICENSEE:

BY: _____ DATE: 3/28/2024
Signature of Authorized Signatory of Licensee

Associate University Librarian - Scholarly Resources and Services
Geisel Library
University of California, San Diego
9500 Gilman Drive
La Jolla, CA 92093-0175

APPENDIX A: IP ADDRESSES

[REDACTED]

[REDACTED]