

LICENSE AGREEMENT

LICENSE DETAILS

Quote ID: Q-86286

Customer: University of California San Diego

Primary Address: 9500 Gilman Dr, La Jolla, California, 92093-5004, United States.

This License Agreement between Springer Nature Customer Service Center LLC, 1 [REDACTED] [REDACTED] Licensor”) and Customer (for itself, and if applicable, on behalf of the Licensees listed in Attachment 1) incorporates the following documents:

- This License Details page including Attachment 1: Customer and Licensee Information;
- The Product Terms;
- The General Terms and Conditions attached hereto and to the License Agreement with License ID-77882.

When executed by both parties, this License Agreement shall be deemed effective on the earlier of (i) the earliest Commencement Date for any Product licensed hereunder, or (ii) the last date of signature by Licensor or Customer.

Offer valid until: August 07, 2023

Quote Table (Q-86286)

Start Date: January 01, 2023 End Date: December 31, 2023

Product Family	Product Terms ¹	Access Type ²	Customer Price ³ (License Fee)
eBooks Collection excl MRW	C1	CA	[REDACTED]
eBooks Collection	C1	CA	[REDACTED]
Total			[REDACTED]

1. Label of the applicable Product Terms

2. Indication for access type: CA = Continuing Access, AO = Access Only. However, the specific access rights are detailed in, and governed by the Product Terms relevant for the Product Family.





3. Prices do not include VAT or other applicable taxes which shall be payable in addition.

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1 Payment Terms

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IN WITNESS WHEREOF, the parties have signed this License Agreement by their respective, duly authorized representatives on the date set forth below.

CUSTOMER Signature: 	LICENSOR Signature: 
Name: 	Name: 
Title: <u>AUL SRS</u>	Title: <u>Vice President, Institutional Sales</u>
Date: <u>5/10/2023</u>	Date: <u>May 10, 2023</u>

Attachment 1

Customer and Licensee Information

Customer Information:

- Legal Entity Name: University of California San Diego
- Address: 9500 Gilman Dr, La Jolla, California, 92093-5004, United States
- Contact Individual: Teri Vogel, Librarian, tmvogel@ucsd.edu,
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- Business Partner ID: 8200831689

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Product Terms (C1)
eBook Collections

1. Term and Access Rights

- 1.1 The Term shall begin on January 01, 2023 (the “Commencement Date”) and shall end on December 31, 2023.
- 1.2 After expiration of the Term, Licensee shall have Continuing Access to the eBook Collections indicated in Section 3.1, subject to all terms and conditions of this License Agreement.

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3. Content

3.1 eBook Collections

	eBook Collections	eBook Copyright Year	Estimated number of Titles**	Fee	Contains MRW*
1.	Palgrave Business & Management Collection-2014	2014	175	\$3,295.60	Y
2.	Palgrave Business & Management Collection-2015	2015	161	\$3,031.70	Y
3.	Palgrave Economics & Finance Collection-2014	2014	181	\$3,408.30	Y
4.	Palgrave Economics & Finance Collection-2015	2015	180	\$3,389.40	Y
5.	Palgrave Education Collection-2014	2014	84	\$1,582.00	Y
6.	Palgrave Education Collection-2015	2015	87	\$1,638.00	Y
7.	Palgrave History Collection-2014	2014	174	\$3,276.70	.Y
8.	Palgrave History Collection-2015	2015	189	\$3,558.80	Y
9.	Palgrave International Relations & Development Collection-2014	2014	183	\$3,446.00	Y

10.	Palgrave International Relations & Development Collection-2015	2015	181	\$3,408.30	Y
11.	Palgrave Language & Linguistics Collection-2014	2014	54	\$1,017.00	Y
12.	Palgrave Language & Linguistics Collection-2015	2015	45	\$847.70	Y
13.	Palgrave Literature Collection-2014	2014	175	\$3,295.60	Y
14.	Palgrave Literature Collection-2015	2015	165	\$3,107.30	Y
15.	Palgrave Media & Culture Collection-2014	2014	162	\$3,050.60	Y
16.	Palgrave Media & Culture Collection-2015	2015	189	\$3,558.80	Y
17.	Palgrave Political Science Collection-2014	2014	213	\$4,011.00	Y
18.	Palgrave Political Science Collection-2015	2015	177	\$3,332.70	Y
19.	Palgrave Religion & Philosophy Collection-2014	2014	144	\$2,711.80	Y
20.	Palgrave Religion & Philosophy Collection-2015	2015	116	\$2,184.00	Y
21.	Palgrave Social Sciences Collection-2014	2014	225	\$4,237.00	Y
22.	Palgrave Social Sciences Collection-2015	2015	333	\$6,270.60	Y
23.	Palgrave Theatre & Performance Collection-2014	2014	45	\$847.70	Y
24.	Palgrave Theatre & Performance Collection-2015	2015	38	\$715.40	Y
25.	eBook Package - History-2016	2016	223	\$3,771.80	N
26.	eBook Package - Literature, Cultural and Media Studies-2016	2016	487	\$7,139.00	N
27.	eBook Package - Political Science & International Studies-2016	2016	401	\$7,617.83	N
28.	eBook Package - Philosophy and Religion-2016	2016	317	\$4,544.60	N
29.	eBook Package - Social Sciences-2016	2016	564	\$9,425.20	N
30.	eBook Package - Law & Criminology-2016	2016	250	\$2,281.57	N

*MRW = Major Reference Works

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¹ <http://www.niso.org/workrooms/kbart>

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shall prevail in the event of any conflict between the English-language version and the translated version.

10.6 The License Agreement and the rights and obligations of the parties hereto shall be construed, interpreted and determined in accordance with the laws of California, excluding any such laws that might direct the application of the laws of another jurisdiction.

10.7 In the event of any dispute or controversy arising out of or relating to this License Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as possible. In the event that the parties cannot, by exercise of their good faith efforts, resolve the dispute, they shall submit the dispute to informal mediation, as further described below in this paragraph. The parties shall continue to perform their respective obligations under this License Agreement that are not affected by the dispute. The party invoking mediation shall give to the other party written notice of its decision to seek informal mediation, and the notice must include a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.

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 License 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). During such court action, the parties shall continue to perform their respective obligations under this License Agreement that are not affected by the dispute. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL, OBJECTION TO VENUE OR INCONVENIENT FORUM.

10.8 All notices given pursuant to the License Agreement shall be in writing, and shall be deemed given (a) if by hand delivery, upon receipt thereof; or (b) if internationally recognized courier service upon confirmed delivery, or (c) if by certified or registered mail, return receipt requested, upon the earlier of receipt or five (5) days after posting. Notice to Licensor shall be to the then-current licensing manager at the address set forth above with a copy to Springer Nature, Licensing Control, Van Godewijkstraat 30, 3311 GX, P.O. Box 17, 3300 AA Dordrecht, The

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