

# **Electronic Rights License Agreement**

This ELECTRONIC RIGHTS LICENSE is made by and between:

World Trade Press, located at 800 Lindberg Lane, Suite 190; Petakuma, California 94952 USA; Tel: (707) 778-1124; Fax: (707) 778-1329, (hereinalter referred to as "Licensor"), its successors and assigns; and The University of California San Diego located at 9500 Gilman Dr. La Jolia, CA 92093. Tel: (858)534-1248 (hereinafter referred to as "Licensoo"), its successors and assigns.

The parties agree as follows:

#### 1. Definitions

In the context of this Agreement "The E-Content" shall mean Licensor's proprietary A to Z Maps Online e-content database for 175 countries.

#### 2. License Grant

 (a) Lizensor hereby grants Licensee a non-exclusive whole organization license to the E-Contest.

(b) Access to the E-Content is based on Authentication. This means that any individual can freely access the E-Content so long as the computer from which access is sought in authenticated as belonging to Licensee's organization, or a valid logged in user on another computer.

(c) Licensee shall not market, sublicense, lease, rent or resell the E-Content in any form to third parties.

(d) Licensee shall not make the E-Content available freely on the Internal.

### 3. Deliverables

The Licensor shall deliver to the Licensoe:

(a) A working link to Licenson's server where the E-Content shall reside and be available to Licensee through a web link.

(b) Updates. On an ongoing basis, during the term of this ficense, updated version(s) of the E-Content.

### 4. Term of License

The Electronic Rights License herein granted shall operate for a term of one (1) year from the effective date of this agreement.

## 5. Effective Date

The effective date of this License Agreement shall be: June 15<sup>th</sup>, **2009** 

# 6. Fees/Payment Schedule

As consideration for the rights granted by this License Agreement, Licenses shall pay to Licenses a fee of (check one):

a) Regular Order

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X b) Standing Order: per year, payable within 30 days of the beginning of each armual license term.

#### 7. Regular Order vs. Standing Order Terms

A "Regular Order" is for a one-year term, which Licensee may or may not renew at the end of the year at its own discretion.

A "Standing Order" is for the distantatic renewal of this agreement (at no more than a five purcent increase per year) for successive one-year terms. In exchange for the discounted price applicable to Standing Orders, Licensor will automatically bill Licensoe for successive one-year terms. However, Licensee has the option to cancel the successive one-year term within 30 days of receipt of Licensee's invoice simply by a) writing "Cancel Licensee" and the authorizing individual's name on the invoice, and b) returning the invoice to the Licensor.

in case of cancalisation of the Standing Order, the first year's fees WILL NOT be adjusted to the higher "Regular Order" fee level.

#### 8. Warranty

Licensor represents and warrants that it has full authority to enter into this Agreement and has all necessary rights in and to the E-Content licensed. If any third party asserts interest in or rights to any content covered by this license, Licensor shall have the option to replace or modify said content without effecting other terms of this agreement.

#### 9. Copyright

The Licensor maintains full copyright to the E-Content. This License does not convey to the Licensee any copyright to the E-Content.

#### 19. Other Rights

All rights in the E-Content, whether now existing or which may hereafter come into existence that are not specifically granted to the Licensee in this Agreement are reserved by the Licensor.

Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisional of United States and international copyright laws.

## 11. Assignment

Licensee may not assign or transmit this Agreement in whole of in part without the prior written consent of the Licensor. This Agreement shall be binding upon and inune to the benefit of the parties hereto and their respective successors and permitted, assignees.

#### 12. Relationship

Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment relationship, agency relationship or a franchise between the parties.

## 13. Hosting

Licensor agrees to host the E-Content on its own servers. The costs for this service are hereby waived.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year written below.

Licenses	
By	
Name: #	
Title: ALIL Collections	
(Signed):	
Deta: U/No/09	
Licensor	
World Trade Press	
Ву	
Name: Patricia Gross	
Title: Library Sgles	
(Signed):	***
Desc 6/10/02	