GEOGRAPHIC RESEARCH, INC.™

Geographic Research, Inc. Academic Terms of Agreement
Single institution license. Version 4.0

It is Agreed As Follows:

1. Key Definitions

In this License, the following terms shall have the following meanings:

1.1. **Customer**: The underlying subscriber to SimplyMap.

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

1.3. **Commercial Use**: Use for the purposes of monetary reward (whether by or for the Customer or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of SimplyMap. For the avoidance of doubt, neither recovery of direct costs by the Customer from Authorized Users, nor use by the Customer or by an Authorized User of SimplyMap in the course of research funded by a commercial organization, is deemed to be Commercial Use.

1.4. **Fee**: The Fee set out in the order form.

1.5. **Licensed Materials**: The electronic material provided by Geographic Research and its Data Providers as set out in the order form.

1.6. **Secure Network**: A network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorized Users approved by the Customer whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Customer.

1.7. **Server**: The server, either Geographic Research's server or a third party server designated by Geographic Research, on which SimplyMap is mounted and may be accessed.

1.8. **Subscription Period**: That period nominally covered to provide Licensed Materials listed on the order form, regardless of the actual date of publication by Geographic Research or its Data Providers.

2. Agreement

2.1. Geographic Research agrees to grant to the Customer, for the agreed fee and limited to the number of concurrent users listed on the order form, a non-exclusive and non-transferable right to give Authorized Users access to SimplyMap via a Secure Network, for the purposes of research, teaching and private study, subject to the terms and conditions of this License.

2.2. This License shall commence at the beginning of the Subscription Period, for each of the Licensed Materials as set out in the order form and shall automatically renew at the end of the Subscription Period, unless the Customer provides Geographic Research written notice of its intention not to renew at least 30 days prior to the renewal date. Once written notice has been received by Geographic Research, the License will terminate at the end of the Subscription Period.

3. Usage Rights

3.1. The Customer, subject to clause 5 below, may:

3.1.1. Allow Authorized Users to have access to SimplyMap via the Secure Network.

3.1.2. Provide limited print and electronic portions of SimplyMap at the request of individual Authorized Users.

3.1.3. Display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.

3.2. Authorized Users may, in accordance with the copyright laws of the United States and subject to clause 5 below:

3.2.1. Search, view, retrieve and display the Licensed Materials.

3.2.2. Electronically download and save limited portions of the Licensed Material for personal use only.

3.2.3. Print off copies of any parts of the Licensed Materials for personal use only.

3.2.4. Distribute limited portions of SimplyMap in print or electronic form to other Authorized Users at the Customer's institution.

3.3. Nothing in this License shall in any way exclude, modify or affect any of the Customer's statutory rights under U.S. copyright law.

4. Supply of Copies to Other Libraries

4.1. Notwithstanding the provisions of Clauses 3.1 and 3.3, it is understood and agreed that neither the Customer nor Authorized Users may provide, by electronic means, to a user at another institution a copy of any part of SimplyMap for research or private study or otherwise.

5. Prohibited Uses

Neither the Customer nor Authorized Users may:

5.1. remove or alter Geographic Research or the Data Providers' names or copyright notices or other means of identification or disclaimers as they appear in SimplyMap;

5.2. mount or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network;

5.3. use all or any part of SimplyMap for any Commercial Use;

5.4. systematically distribute the whole or any part of SimplyMap to anyone other than Authorized Users;

5.5. publish, distribute or make available SimplyMap, works based on SimplyMap or works which combine them with any other material, other than as permitted in this License.

6. Geographic Research's Undertakings

6.1. Geographic Research warrants to the Customer that SimplyMap, used as contemplated by this License, does not infringe the copyright or any other proprietary or intellectual property rights of any person. Geographic Research shall indemnify and hold the Customer harmless from and against any loss, damage or liability arising out of any legal action taken against the Customer claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this License, except in cases where the Customer has breached or allowed a breach of a term of this License. This indemnity shall not apply if the Customer has amended SimplyMap in any way not permitted by this License.

6.2. Geographic Research Shall:

6.2.1. make SimplyMap available to the Customer from the Server in the media, format and time schedule specified in the contract. Geographic Research will notify the Customer in advance of any anticipated change of specification in respect of access method, display or any other feature that may affect the manner in which Authorized Users access and make use of SimplyMap.

6.2.2. provide the Customer, within 30 days of the date of this License, with information sufficient to enable the Customer to access SimplyMap.

6.2.3. use reasonable endeavors to ensure that the Server has adequate capacity and bandwidth to support the usage of the Customer at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this License.

6.2.4. use reasonable endeavors to make SimplyMap available to the Customer and to Authorized Users at all times and on a twenty-four hour basis, save for routine maintenance (which shall be notified to the Customer in advance wherever possible), and to restore

access to SimplyMap as soon as possible in the event of an interruption or suspension of the service.

6.3. Geographic Research reserves the right at any time to withdraw from SimplyMap any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is unlawful or otherwise objectionable. Geographic Research shall give written notice to the Customer of such withdrawal. If the withdrawal results in SimplyMap being no longer useful to the Customer, the Customer may within thirty days of such notice treat such changes as a breach of this License under clause 9.1.2 and 9.3.

6.4. Collection and analysis of data on the usage of SimplyMap will assist both Geographic Research and the Customer to understand the impact of this License. If requested, Geographic Research shall provide to the Customer usage data on a quarterly basis for Geographic Research's and the customer's private internal use only. Such usage data shall be compiled in a manner consistent with applicable privacy laws, and the confidentiality of their searches shall be fully protected. In the case that Geographic Research assigns its rights to another party under clause 10.3, the Customer may at its discretion require the assignee either to keep such usage information confidential or to destroy it.

6.5. EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE, GEOGRAPHIC RESEARCH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF DESIGN, ACCURACY OF THE INFORMATION CONTAINED IN SIMPLYMAP, MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE. SIMPLYMAP IS SUPPLIED 'AS IS'.

6.6. EXCEPT AS PROVIDED IN CLAUSE 6.1, UNDER NO CIRCUMSTANCES SHALL GEOGRAPHIC RESEARCH BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO THE AUTHORIZED USERS, FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE INABILITY TO USE, OR THE USE OF, SIMPLYMAP. IRRESPECTIVE OF THE CAUSE OR FORM OF PROCEEDING, GEOGRAPHIC RESEARCH'S AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF ANY BREACH OF THIS LICENSE SHALL IN NO CIRCUMSTANCES EXCEED THE FEE PAID BY CUSTOMER TO GEOGRAPHIC RESEARCH UNDER THIS LICENSE IN RESPECT OF THE SUBSCRIPTION PERIOD DURING WHICH SUCH CLAIM, LOSS OR DAMAGE MAY HAVE OCCURRED. REGARDLESS OF THE CAUSE OR FORM OF PROCEEDING, THE CUSTOMER MAY BRING NO PROCEEDING ARISING FROM THIS LICENSE MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION ARISES.

7. **Customer's Undertakings**

7.1. The Customer Shall:

7.1.1. use reasonable endeavors to ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights in SimplyMap and that they are made aware of and undertake to abide by the terms and conditions of this License;

7.1.2. use reasonable endeavors to notify Authorized Users of the terms and conditions of this License and take steps to protect SimplyMap from unauthorized use or other breach of this License;

7.1.3. use reasonable endeavors to monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform Geographic Research and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;

7.1.4. issue passwords or other access information only to Authorized Users and use all reasonable endeavors to ensure that Authorized Users do not divulge their passwords or other access information to any third party;

7.1.5. provide Geographic Research, within 30 days of the date of this Agreement, with information sufficient to enable Geographic Research to provide access to the Licensed Material in accordance with its obligation under clause 6.2.2. Should the Customer make any significant change to such information, it will notify Geographic Research not less than ten (10) days before the change takes effect;

7.1.6. keep full and up-to-date records of all IP addresses, if applicable, and provide Geographic Research with details of such additions, deletions or other alterations to such records as are necessary to enable Geographic Research to provide Authorized Users with access to SimplyMap as contemplated by this License;

7.1.7. use reasonable endeavors to ensure that only Authorized Users are permitted access to SimplyMap.

7.2. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims.

7.3. The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense.

7.4. The Customer shall, in consideration for the rights granted under this License, pay the Fee within thirty (30) days of receipt of invoice and, if applicable, within thirty (30) days of receipt of invoice relating to each subsequent Subscription Period. For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value added or similar taxes and the Customer shall be liable for any such taxes in addition to the Fee.

8. **Undertakings by Both Parties**

8.1. Each party shall use its best endeavors to safeguard the intellectual property, confidential information, confidential information and proprietary rights of the other party, except as required by law.

9. Term and Termination

9.1. In addition to automatic renewal (unless terminated) under clause 2.2, this License shall be terminated:

9.1.1. if the Customer willfully defaults in making payment of the Fee as provided in this License and fails to remedy such default within thirty (30) days of notification in writing by Geographic Research:

9.1.2. if Geographic Research commits a material or persistent breach of any term of this License and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the Customer;

9.1.3. if the Customer commits a willful material and persistent breach of Geographic Research's copyright or other intellectual property rights or of the provisions of clause 3 in respect of usage rights or of clause 5 in respect of prohibited uses and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by Geographic Research;

9.1.4. if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

9.2. On termination of this License for cause, as specified in clauses 9.1.1 and 9.1.3, the Customer shall immediately cease to distribute or make available SimplyMap to Authorized Users.

9.3. On termination of this License by the Customer for cause, as specified in clause 9.1.2 above, Geographic Research shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the Subscription Period.

10. General

10.1.   This License constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this License, whether oral or written.

10.2.   Alterations to this License and to the order form are only valid if they are recorded in writing and signed by both parties.

10.3.   This License may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations, except as provided in this License in respect of the management and operation of the Server, without the prior written consent of the other party, which consent shall not unreasonably be withheld.

10.4.   No delay or failure by either party to perform any provision of this License, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this License.

10.5.   The invalidity or un-enforceability of any provision of this License shall not affect the continuation or enforceability of the remainder of this License.

10.6.   Either party's waiver, or failure to require performance by the other, of any provision of this License will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

11. Dispute Resolution

11.1.   Arbitration. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than sixty (60) days after the notice of arbitration is served.

The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

12. Signatures

Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

Customer (Institution Name): __UC San Diego Library__

Signature: __[Text deleted]__   Date: __1/14/14__

Position/Title: __AUL Collection Services UC San Diego Library__
I have the authority to bind the Institution

Printed Name: __[Text deleted]__

Geographic Research, Inc

Signature: _____[Text deleted]_____   Date: _JAN 15/ 14_

Position/Title: _____VP, SALES_____
I have the authority to bind the Company

Printed Name: _____[Text deleted]_____