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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.

XII. ASSIGNMENT AND TRANSFER

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

XIII. DISPUTE RESOLUTION

In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to

exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

XIV. FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

XV. ENTIRE AGREEMENT

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.

XVI. 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.

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Title: Associate University Librarian

Address: 11334 Charles E. Young Research Library, UCLA, Los Angeles, CA 90095-1575

Telephone No.: [Text deleted]

E-mail: [Text deleted]

Appendix A

Business Terms

Campus	Sub Fee	Prorate	Total for Campus
UC-Berkeley	[Text deleted]	[Text deleted]	[Text deleted]
UC-Los Angeles	_____	_____	_____
UC-Riverside	_____	_____	_____
UC-Santa Barbara	_____	_____	_____
Total	_____	_____	_____

Appendix B

Campuses of the University of California

University of California, Berkeley (including Lawrence Berkeley Lab)

University of California, Los Angeles

University of California, Riverside

University of California, Santa Barbara