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BETWEEN

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Name (in block capitals): EMILIE DAVID Date: _____

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FOR THE CONSORTIUM:

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Signature: _____

Rodrigo Fernando
Alda Varas
9378817-6
ralda@ucn.cl



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- c. Should either Publisher or Member become aware of abuses of the Licensed Materials emanating from any of Licensee's locations, the party aware of such abuse will notify the other, and both parties will cooperate in locating and attempting to stop the specific individuals who are abusing the service. If the specific abuser(s) cannot be identified or stopped, Publisher has the right to suspend rights granted to the Member in this ANNEX B and discontinue access to the Licensed Materials until a remedy can be implemented.

4. **BREACH.** In addition to any contractual rights and remedies under the applicable law, Publisher shall retain the right to deny access to any publisher-hosted content where the Member is in breach of any of the conditions of this ANNEX B. In cases where Member has made any Licensed Materials available to third parties, Publisher shall be entitled to terminate the License, including this ANNEX B, with respect to the Member, and also to charge the Member any Subscription Fee that would have been payable to the Publisher had the use in question been licensed. Alternatively, for the avoidance of doubt, the foregoing contractual remedies apply in addition and not in substitution of any rights and remedies for breach available in the law, such as the right to terminate the License, the right to claim damages, and disgorging of any profits generated by activities prohibited under this ANNEX B.

5. **POST TERMINATION OBLIGATIONS.** Upon termination of the License or of this ANNEX B the Member shall destroy all copies of the Licensed Materials and portions thereof that were created pursuant to the terms of this ANNEX B. Upon request from Publisher, Member shall provide a letter signed by an authorized officer of the Member confirming that all copies have been destroyed no later than 30 days after termination.

6. **FEE.** There is no additional charge for the TDM rights granted herein provided the scope of the TDM remains purely non-commercial as defined above and for as long as the Member maintains a subscription to the Licensed Materials being mined.

