

LICENSE AGREEMENT

S. KARGER AG AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

This License Agreement (this "Agreement") is made effective as of July 1, 2008 (the "Effective Date") between S. Karger AG, Allschwilerstrasse 10, CH-4009, Basel, Switzerland ("Licensor") and The Regents of the University of California, a non-profit academic institution, with its principal offices at The California Digital Library, University of California, Office of the President, 415 20th Street, 4th floor, Oakland, CA 94612, USA ("Licensee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. CONTENT OF LICENSED MATERIALS; GRANT OF LICENSE

The materials that are the subject of this Agreement shall consist of Karger journals, listed in Appendix B, (hereinafter referred to as the "Licensed Materials").

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The Licensor agrees to grant to the Licensee the non-exclusive, non-transferable and perpetual right throughout the world, to give Authorized Users access to the Licensed Materials via a Secure Network for the purposes of research, teaching and private study, subject to the terms and conditions of this Agreement, and agrees to pay the Fee.

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Licensor will provide the Licensed Materials to the Licensee in the following manner:

Network Access. The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized locations of Licensee.

III. FEES

Licensee shall make payment to Licensor for use of the Licensed Materials as follows:

All fees are due and payable by Licensee sixty (60) days after the date of invoice from Licensor.

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Authorized Users. "Authorized Users" are:

Persons Affiliated with the University of California. Full and part time employees (including faculty, staff, and independent contractors) and students of Licensee and the institution of which it is a part, regardless of the physical location of such persons. For campus locations see Appendix C.

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Access by and Authentication of Authorized Users. Licensee and its Authorized Users shall be granted access to the Licensed Materials pursuant to the following:

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Collections of Information. Licensee and Authorized Users shall be permitted to extract or use information contained in the Licensed Materials for educational, scientific, or research purposes, including extraction and for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.

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Amount of Authorized Use.

Unlimited Access. Subject to the terms of this Agreement, Licensee and its Authorized Users shall have unlimited simultaneous access to the Licensed Materials.

V. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS

Unauthorized Use. Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

Modification of Licensed Materials. Licensee shall not modify, manipulate, or create a derivative work of the Licensed Materials without the prior written permission of Licensors.

Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

Commercial Purposes. Licensee may not use the Licensed Materials for commercial purposes,

including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials, or bulk reproduction or distribution of the Licensed Materials in any form; nor may Licensee impose special charges on Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs.

VI. MUTUAL PERFORMANCE OBLIGATIONS

User Surveys. Licensee and Licensor shall cooperate on the preparation and provision of user surveys to solicit feedback on the Licensed Materials from Authorized Users.

Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

Implementation of Developing Security Protocols. Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

VII. LICENSOR PERFORMANCE OBLIGATIONS

Availability of Licensed Materials. Upon the Effective Date of this Agreement, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.

Documentation. Licensor will provide and maintain help files and other appropriate user documentation.

Training and Support. Licensor will offer installation support, including assisting with the implementation of any Licensor software. Licensor will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials. Licensor will make its personnel available by email, phone or fax during regular business hours, Monday through Friday for feedback, problem-solving, or general questions.

Quality of Service. Licensor shall use reasonable efforts to ensure that the Licensor's server or servers have sufficient capacity and rate of connectivity to provide the Licensee and its Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Licensee's locale.

Licensor shall use reasonable endeavours to make the Licensed Materials available at all times and on a twenty-four hour basis, save for routine maintenance and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service.

If the Licensed Materials fail to operate in conformance with the terms of this Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible.

Completeness of Content. Licensor shall use reasonable efforts to ensure that the online content is at least equivalent to print versions of the Licensed Materials, represents complete, faithful and timely replications of the print versions of such Materials, and will cooperate with Licensee to identify and correct errors or omissions.

Continued Training. Licensor will provide regular system and project updates to Licensee as they become available. Licensor will provide additional training to Licensee staff made necessary by any updates or modifications to the Licensed Materials or any Licensor software.

Notice of Terms of "Click-Through" License Terms. In the event that Licensor requires Authorized Users to agree to terms relating to the use of the Licensed Materials before permitting Authorized Users to gain access to the Licensed Materials (commonly referred to as "click-through" licenses), Licensor shall provide Licensee with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall the terms of such "click-through" licenses materially differ from the provisions of this Agreement. In the event of any conflict between the terms of such "click-through" licenses and this Agreement, the terms of this Agreement shall prevail.

Usage Statistics: The Publisher shall provide, on a permanent basis, online usage information for the Licensee's private internal use only. Such usage information, comprising the IP range, time range, journal title and number of accesses, will be available online to the Licensee on an individual basis. Such usage information shall be compiled in a manner consistent with any applicable privacy or data protection laws, and the anonymity of individual users and the confidentiality of their searches shall be fully protected.

Compliance with Americans with Disabilities Act. Licensor shall make reasonable efforts to comply with the Americans with Disabilities Act (ADA).

VIII. LICENSEE PERFORMANCE OBLIGATIONS

Provision of Notice of License Terms to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

Provision of Notice of Intellectual Property Right to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with notice of any applicable Intellectual Property or other rights applicable to the Licensed Materials. Licensee shall make reasonable efforts to prevent the infringement of any Intellectual Property or other rights of the Licensor in the Licensed Materials. Licensee shall promptly notify Licensor of any infringement that comes to Licensee's attention, and take appropriate steps to avoid its recurrence.

Protection from Unauthorized Use. Licensee shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) Licensor may terminate such Authorized User's access to the Licensed Materials, (b) Licensor may terminate the access

of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Licensee shall terminate such Authorized User's access to the Licensed Materials upon Licensors request. Licensor shall take none of the steps described in this paragraph without first providing a sixty (60) day notice to Licensee and cooperation with the Licensee to avoid recurrence of any unauthorized use.

Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party.

IX. TERM

This Agreement shall continue in effect for five years, commencing on the Effective Date.

X. RENEWAL

This agreement shall be renewable at the end of the current term for successive one year terms unless either party gives written notice of its intention not to renew thirty (30) days before expiration of the current term.

XI. EARLY TERMINATION

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon termination of this Agreement pursuant to such events as specified above and in case Licensee is the breaching party, Licensor shall be entitled to immediately remove all of the Licensed Materials without any rebate of the Fee, in addition to any other rights and remedies to which it may be entitled, at law or in equity. Licensee shall immediately cease to distribute or make available the Licensed Materials to Authorized Users.

Upon termination of this Agreement due to breach of any material term thereof by Licensor, Licensor shall forthwith repay to Licensee that portion of the Fee attributable to the unused portion of the Licensed Materials.

XII. PERPETUAL LICENSE

Upon termination of this Agreement, Licensor will make possible perpetual online archival access to Licensee to that part of the Licensed Materials which was licensed prior to the termination of this Agreement. Online archival access provided through Licensor directly shall be at no cost to the Licensee, and the publisher reserves the right to offer such Licensed Materials in an archived format. In the event that Licensor can no longer provide such archival access, Licensor may make the online format of the Licensed Materials available through third-party service providers, who may impose their own charges, for which Licensor is not accountable nor in any way involved in the negotiation process.

XIII. WARRANTIES

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

XIV. LIMITATIONS ON WARRANTIES

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.

Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

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XV. INDEMNITIES

The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

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.

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.

XVI. 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.

XVII. GOVERNING LAW

Any legal action brought by either party against the other shall be brought in the jurisdiction of the registered principal office of the party against whom the action is brought and the laws of that jurisdiction shall apply.

XVIII. DISPUTE RESOLUTION

In the event 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XXIII. WAIVER OF CONTRACTUAL RIGHT

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XXIV. NOTICES

Any notices to be served on either of the Parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Agreement or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within fourteen (14) days of posting.

If to Licensor:

S. Karger AG
Allschwilerstrasse 10
CH-4009
Basel, Switzerland

If to Licensee:

University of California Office of the President
California Digital Library
415 20th Street, 4th Floor
Oakland, CA 94612
USA
Attn: Licensing Dept.

XXV. Notice of the Use of Digital Watermarking Technology

If Licensor utilizes any type of digital watermarking technology for any element of the Licensed Product, Licensor agrees that watermarks will not be visible to the human eye and will not degrade image quality. These watermarks shall not contain user-related information such as account number or IP address. If digital watermarking technology is used, Licensor agrees to notify Licensee, in advance, of the name, contact information, and any technical specifications for the technology used.

XXVI. Funding Contingency (multi-year agreements)

The University of California reasonably believes that funds can be obtained sufficient to pay all monies due during the term of this Agreement and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which payments for this transaction may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative review and appeals in the event such portion of the budget is not approved. It is the University of California's intent to make payments for the full term of this transaction. The University of California represents that the use of the materials under this transaction are essential to its proper, efficient and economic operation.

In the event no funds or insufficient funds are appropriated and budgeted and are not otherwise

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legally available by any means whatsoever in any fiscal period for payments due under this transaction, the University of California will immediately notify Licensor of such occurrence and this transaction shall terminate on the last day of the subscription period for which payment has been made without penalty of expense to the University of California of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination the University of California shall maintain its perpetual right to materials licensed under the subscription periods for which it has fully paid.

XXVII. SHARED PRINT ARCHIVE

At Licensee's request, beginning in 2009 Licensor will provide to Licensee a single print archival copy of the titles selected from the Licensed Materials, on a mutually agreed upon schedule, shipped to a single ship-to address at no additional cost. This term does not apply if Licensor ceases to produce paper editions of such titles. The print copies will be shipped to:

UC Shared Journal Collection
c/o YRL Serials
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Box 951575
Los Angeles, CA 90015-1575

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR: TEXT DELETED

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TEXT DELETED, Director of Sales and Distribution
Distribution
Signature of Authorized S. Karger AG Signatory

Date: 8.01.2009

Print Name:
Title:
Address:
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E-mail:

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Signature of Executive Director

DATE: 12.12.08

Print Name: TEXT DELETED
Title: Executive Director
Address: 415 20th Street, 4th Floor, Oakland, CA 94612, USA
Telephone No.: TEXT DELETED
E-mail: TEXT DELETED

Appendix A

Business Terms

Licensed Materials: All Karger journals included during licensing term, 2008 – 2012.
Access provided for all journals from publication year 1998 forward.

Price: ~~TEXT DELETED~~ per year for five years, with no annual price increase.

License Term: January 1, 2008 – December 31, 2012

Access: Unlimited simultaneous use

Deep Discounted Price for print subscriptions: Licensee will have the option to place orders for annual subscriptions to a selection of Licensed Materials' print publications at a price reduced to ~~TEXT DELETED~~ of the list price ("Deep Discounted Price" or "DDP"), by November 1 prior to the start of each calendar year, from Licensor directly or from authorized subscription agents, which will be selected by Licensee. Licensor will fulfill such orders in accordance with its customary practices. Licensee will notify Licensor of its subscription agents' contact information upon placing such orders. Licensee may change its subscription agents no more than once annually by giving Licensor notice by October 1 prior to the start of the next calendar year. Licensee will not place orders for such DDP subscriptions on behalf of any other person or entity or with the intent to resell, rent, license, lease or otherwise transfer them to another person or entity.

There will be no restriction on cancellation of print.

Appendix B Licensed Materials 2008

Acta haematologica	0001-5792
American journal of nephrology	0250-8095
Annales nestle	0517-8606
Annals of nutrition & metabolism	0250-6807
Audiology & neuro-otology	1420-3030
Biology of the neonate	0006-3126
Blood purification	0253-5068
Brain, Behavior and Evolution	0006-8977
Breast Care	1661-3791
Cardiology	0008-6312
Caries research	0008-6568
Cells, tissues, organs	1422-6405
Cellular physiology and biochemistry	1015-8987
Cerebrovascular diseases	1015-9770
Chemotherapy	0009-3157
Chirurgische Gastroenterologie mit interdisziplin�ren Gespr�chen	0177-9990
Community genetics	1422-2795
ComPlexUs	1424-8492
Current Urology	1661-7649
Cytogenetic and genome research	1424-8581
Dementia and geriatric cognitive disorders	1420-8008
Dermatology	1018-8665
Developmental neuroscience	0378-5866
Digestion	0012-2823
Digestive diseases	0257-2753
Digestive surgery	0253-4886
European addiction research	1022-6877
European neurology	0014-3022
European surgical research	0014-312X
Fetal diagnosis and therapy	1015-3837
Folia phoniatica et logopaedica	1021-7762
Folia primatologica	0015-5713
Food Science and Technology Research	1344-6606
Forschende Komplement�rmedizin - Research in complementary medicine	1021-7096
Gerontology	0304-324X
Gyn�kologisch-geburtshilfliche Rundschau	1018-8843
Gynecologic and obstetric investigation	0378-7346
Hormone research	0301-0163
Human development	0018-716X
Human heredity	0001-5652
International archives of allergy and immunology	1018-2438
Intervirolgy	0300-5526
Journal of molecular microbiology and biotechnology	1464-1801
Journal of Nutrigenetics and Nutrigenomics	1661-6499
Journal of vascular research	1018-1172
Kidney & blood pressure research	1420-4096
Medical principles and practice	1011-7571

Neonatology formerly Bioogy of the Neonate	0897-6295
Nephron	0028-2766
Neuro-degenerative diseases	1660-2854
Neuroembryology and aging	1661-3406
Neuroendocrinology	0028-3835
Neuroepidemiology	0251-5350
Neuroimmunomodulation	1021-7401
Neuropsychobiology	0302-282X
Neuro-Signals	1424-862X
Oncology	0030-2414
Onkologie	0378-584X
Ophthalmic research	0030-3747
Ophthalmologica	0030-3755
ORL	0301-1569
Pancreatology	1424-3903
Pathobiology	1015-2008
Pathophysiology of haemostasis and thrombosis	1424-8832
Pediatric neurosurgery	1016-2291
Pharmacology	0031-7012
Phonetica	0031-8388
Psychopathology	0254-4962
Psychotherapy and psychosomatics	0033-3190
Respiration	0025-7931
Sexual Development	1661-5425
Skin pharmacology and physiology	1660-5527
Stereotactic and functional neurosurgery	1011-6125
Transfusion medicine and hemotherapy	1660-3796
Tumour biology	1010-4283
Urologia internationalis	0042-1138
Verhaltenstherapie	1016-6262

Appendix C

Campuses of the University of California

University of California, Berkeley

University of California, Davis

University of California, Irvine

University of California, Los Angeles

University of California, Merced

University of California, Riverside

University of California, San Diego

University of California, San Francisco

University of California, Santa Barbara

University of California, Santa Cruz

University of California Office of the President

Appendix D
University of California IP Addresses by Campus

UC Berkeley (including Lawrence Berkeley Laboratory)

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UC Davis

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UC Irvine

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UC Los Angeles
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UC Merced
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UC San Francisco
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UC Santa Barbara
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UC Santa Cruz
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UC San Diego
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