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AGREEMENT DATE: 12/01/06	AGREEMENT REF NO: 004 881 005
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LICENSED MATERIAL: SECTION A. NATURE 'N' or 'Nature' shall mean the electronic versions of (a) the most recent printed edition of <i>Nature</i> at the date of access; and (b) all previous printed editions of <i>Nature</i> published since 1 January 1997, in each case available for access on the Internet at the URL http://www.nature.com/nature from time to time together with any additional material that the Licensor makes available to the Licensee. SECTION B. NATURE-BRANDED JOURNALS 'NBT' or 'Nature Biotechnology' shall mean the electronic versions of (a) the most recent printed edition of <i>Nature Biotechnology</i> at the date of access and (b) the printed editions of <i>Nature Biotechnology</i> published since 1 May 1998, in each case available for access on the Internet at the URL http://www.nature.com/nbt/ from time to time together with any additional material that the Licensor makes available to the Licensee. 'NCB' or 'Nature Cell Biology' shall mean the electronic versions of (a) the most recent printed edition of <i>Nature Cell Biology</i> at the date of access and (b) the printed editions of <i>Nature Cell Biology</i> published since 1 May 1999, in each case available for access on the Internet at the URL http://www.nature.com/ncb/ from time to time together with any additional material that the Licensor makes available to the Licensee. 'NChemB' or 'Nature Chemical Biology' shall mean the electronic versions of (a) the most recent printed edition of <i>Nature Chemical Biology</i> at the date of access and (b) the printed editions of <i>Nature Chemical Biology</i> published since June 2005, in each case available for access on the Internet at the URL http://www.nature.com/nchembio from time to time together with any additional material that the Licensor makes available to the Licensee. 'NG' or 'Nature Genetics' shall mean the electronic versions of (a) the most recent printed edition of <i>Nature Genetics</i> at the date of access and (b) the printed editions of <i>Nature Genetics</i> published since 1 May 1998, in each case available for access on the Internet at the URL http://www.nature.com/ng/ from time to time together with any additional material that the Licensor makes available to the Licensee. 'NI' or 'Nature Immunology' shall mean the electronic versions of (a) the most recent printed edition of <i>Nature Immunology</i> at the date of access and (b) the printed editions of <i>Nature Immunology</i> published since 1 July 2000, in each case available for access on the Internet at the URL http://www.nature.com/ni/ from time to time together with any additional material that the Licensor makes available to the Licensee. 'NMat' or 'Nature Materials' shall mean the electronic versions of (a) the most recent printed edition of <i>Nature Materials</i> at the date of access and (b) the printed editions of <i>Nature Materials</i> published since 1 September 2002, in each case available for access on the Internet at the URL http://www.nature.com/nmat/ from time to time together with any additional material that the Licensor makes available to the Licensee. 'NM' or 'Nature Medicine' shall mean the electronic versions of (a) the most recent printed edition of <i>Nature Medicine</i> at the date of access and (b) the printed editions of <i>Nature Medicine</i> published since 1 May 1998, in each case available for access on the Internet at the URL http://www.nature.com/nm/ from time to time together with any additional material that the Licensor makes available to the Licensee.	

'TPJ' or 'The Pharmacogenomics Journal' shall mean the electronic versions of (a) the most recent printed edition of *The Pharmacogenomics Journal* at the date of access and (b) the printed editions of *The Pharmacogenomics Journal* published since 2001, in each case available for access on the Internet at the URL <http://www.nature.com/tpj> from time to time together with any additional material that the Licensor makes available to the Licensee.

'PCan' or 'Prostate Cancer and Prostatic Diseases' shall mean the electronic versions of (a) the most recent printed edition of *Prostate Cancer and Prostatic Diseases* at the date of access and (b) the printed editions of *Prostate Cancer and Prostatic Diseases* published since 1997, in each case available for access on the Internet at the URL <http://www.nature.com/pcan> from time to time together with any additional material that the Licensor makes available to the Licensee.

'Sc' or 'Spinal Cord' shall mean the electronic versions of (a) the most recent printed edition of *Spinal Cord* at the date of access and (b) the printed editions of *Spinal Cord* published since 1997, in each case available for access on the Internet at the URL <http://www.nature.com/sc> from time to time together with any additional material that the Licensor makes available to the Licensee.

SECTION D. NEWS

'News' or 'News@Nature.com' shall mean the most recent edition of *News@Nature.com* made available at the date of access, and all previous editions, in each case available for access on the Internet at the URL <http://www.nature.com/news> from time to time together with any additional material that the Licensor makes available to the Licensee.

Commencement Date: JANUARY 1, 2007

Supply Period: 12 months from the Commencement Date or as otherwise extended in accordance with clause 4.1 of the attached Terms.

Licence Fee: [REDACTED]

Special terms:

SEE 1.1, 7.5, 8.5, 8.7, 13.

2.5 ADDED

LICENSEE DETAILS
APPENDIX A+B

Licensor Details:

Manager: [REDACTED]

Tel: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

Helpdesk:

Tel: 1-888-331-6288

E-mail: institutions@natureny.com

Licensee Details:

[REDACTED] Business Services

Tel: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

The parties each agree to the terms of this Agreement (which expression includes this Schedule, the attached Terms and any other agreements referred to herein).

Signed by: [REDACTED]

For and on behalf of
Nature America, Inc.

Signed by: [REDACTED]

For and on behalf of
Licensee

'JHH' or 'Journal of Human Hypertension' shall mean the electronic versions of (a) the most recent printed edition of *Journal of Human Hypertension* at the date of access and (b) the printed editions of *Journal of Human Hypertension* published since 1997, in each case available for access on the Internet at the URL <http://www.nature.com/jhh> from time to time together with any additional material that the Licensor makes available to the Licensee.

'JID' or 'Journal of Investigative Dermatology' shall mean the electronic versions of (a) the most recent printed edition of *Journal of Investigative Dermatology* at the date of access and (b) the printed editions of *Journal of Investigative Dermatology* published since January 1999, in each case available for access on the Internet at the URL <http://www.jidonline.org> or <http://www.nature.com/jid/> from time to time together with any additional material that the Licensor makes available to the Licensee.

'JP' or 'Journal of Perinatology' shall mean the electronic versions of (a) the most recent printed edition of *Journal of Perinatology* at the date of access and (b) the printed editions of *Journal of Perinatology* published since 1999, in each case available for access on the Internet at the URL <http://www.nature.com/jp> from time to time together with any additional material that the Licensor makes available to the Licensee.

'KI' or 'Kidney International' shall mean the electronic versions of (a) the most recent printed edition of *Kidney International* at the date of access and (b) the printed editions of *Kidney International* published since January 1998, in each case available for access on the Internet at the URL <http://www.kidney-international.org> or <http://www.nature.com/ki/> from time to time together with any additional material that the Licensor makes available to the Licensee.

'LI' or 'Laboratory Investigation' shall mean the electronic versions of (a) the most recent printed edition of *Laboratory Investigation* at the date of access and (b) the printed editions of *Laboratory Investigation* published since 2000, in each case available for access on the Internet at the URL <http://www.nature.com/labinvest> from time to time together with any additional material that the Licensor makes available to the Licensee.

'Leu' or 'Leukemia' shall mean the electronic versions of (a) the most recent printed edition of *Leukemia* at the date of access and (b) the printed editions of *Leukemia* published since 1997, in each case available for access on the Internet at the URL <http://www.nature.com/leu> from time to time together with any additional material that the Licensor makes available to the Licensee.

'ModP' or 'Modern Pathology' shall mean the electronic versions of (a) the most recent printed edition of *Modern Pathology* at the date of access and (b) the printed editions of *Modern Pathology* published since 2000, in each case available for access on the Internet at the URL <http://www.nature.com/modpathol/> from time to time together with any additional material that the Licensor makes available to the Licensee.

'MP' or 'Molecular Psychiatry' shall mean the electronic versions of (a) the most recent printed edition of *Molecular Psychiatry* at the date of access and (b) the printed editions of *Molecular Psychiatry* published since 1997, in each case available for access on the Internet at the URL <http://www.nature.com/mp> from time to time together with any additional material that the Licensor makes available to the Licensee.

'NPP' or 'Neuropsychopharmacology' shall mean the electronic versions of (a) the most recent printed edition of *Neuropsychopharmacology* at the date of access and (b) the printed editions of *Neuropsychopharmacology* published since 1995, in each case available for access on the Internet at the URL <http://www.nature.com/npp> from time to time together with any additional material that the Licensor makes available to the Licensee.

'Onc' or 'Oncogene and Oncogene Reviews' shall mean the electronic versions of (a) the most recent printed edition of *Oncogene and Oncogene Reviews* at the date of access and (b) the printed editions of *Oncogene and Oncogene Reviews* published since 1997, in each case available for access on the Internet at the URL <http://www.nature.com/onc> from time to time together with any additional material that the Licensor makes available to the Licensee.

'EJHG' or 'European Journal of Human Genetics' shall mean the electronic versions of (a) the most recent printed edition of *European Journal of Human Genetics* at the date of access and (b) the printed editions of *European Journal of Human Genetics* published since 1998, in each case available for access on the Internet at the URL <http://www.nature.com/ejhg> from time to time together with any additional material that the Licensor makes available to the Licensee.

'EBD' or 'Evidence Based Dentistry' shall mean the electronic versions of (a) the most recent printed edition of *Evidence Based Dentistry* at the date of access and (b) the printed editions of *Evidence Based Dentistry* published since 2000, in each case available for access on the Internet at the URL <http://www.nature.com/cbd> from time to time together with any additional material that the Licensor makes available to the Licensee.

'Eye' shall mean the electronic versions of (a) the most recent printed edition of *Eye* at the date of access and (b) the printed editions of *Eye* published since January 2002, in each case available for access on the Internet at the URL <http://www.nature.com/eye> from time to time together with any additional material that the Licensor makes available to the Licensee.

'GI' or 'Genes and Immunity' shall mean the electronic versions of (a) the most recent printed edition of *Genes and Immunity* at the date of access and (b) the printed editions of *Genes and Immunity* published since 1999, in each case available for access on the Internet at the URL <http://www.nature.com/gene> from time to time together with any additional material that the Licensor makes available to the Licensee.

'GT' or 'Gene Therapy' shall mean the electronic versions of (a) the most recent printed edition of *Gene Therapy* at the date of access and (b) the printed editions of *Gene Therapy* published since 1997, in each case available for access on the Internet at the URL <http://www.nature.com/gt> from time to time together with any additional material that the Licensor makes available to the Licensee.

'HDY' or 'Heredity' shall mean the electronic versions of (a) the most recent printed edition of *Heredity* at the date of access and (b) the printed editions of *Heredity* published since 1996, in each case available for access on the Internet at the URL <http://www.nature.com/hdy> from time to time together with any additional material that the Licensor makes available to the Licensee.

'IJIR' or 'International Journal of Impotence Research' shall mean the electronic versions of (a) the most recent printed edition of *International Journal of Impotence Research* at the date of access and (b) the printed editions of *International Journal of Impotence Research* published since 1997, in each case available for access on the Internet at the URL <http://www.nature.com/ijir> from time to time together with any additional material that the Licensor makes available to the Licensee.

'IJO' or 'International Journal of Obesity' shall mean the electronic versions of (a) the most recent printed edition of *International Journal of Obesity* at the date of access and (b) the printed editions of *International Journal of Obesity* published since 1997, in each case available for access on the Internet at the URL <http://www.nature.com/ijo> from time to time together with any additional material that the Licensor makes available to the Licensee.

'JCB' or 'Journal of Cerebral Blood Flow & Metabolism' shall mean the electronic versions of (a) the most recent printed edition of *Journal of Cerebral Blood Flow & Metabolism* at the date of access and (b) the printed editions of *Journal of Cerebral Blood Flow & Metabolism* published since 1996, in each case available for access on the Internet at the URL <http://www.nature.com/jcbfm> from time to time together with any additional material that the Licensor makes available to the Licensee.

'JEA' or 'Journal of Exposure Analysis and Environmental Epidemiology' shall mean the electronic versions of (a) the most recent printed edition of *Journal of Exposure Analysis and Environmental Epidemiology* at the date of access and (b) the printed editions of *Journal of Exposure Analysis and Environmental Epidemiology* published since 1999, in each case available for access on the Internet at the URL <http://www.nature.com/jea> from time to time together with any additional material that the Licensor makes available to the Licensee.

'**NRMI**' or '**Nature Reviews Microbiology**' shall mean the electronic versions of all the printed editions of *Nature Reviews Microbiology* published on or before the date of access available for access on the Internet at the URL <http://www.nature.com/nmicro> from time to time together with any additional material that the Licensor makes available to the Licensee.

SECTION C. ADDITIONAL JOURNALS

'**BDJ**' or '**British Dental Journal**' shall mean the electronic versions of (a) the most recent printed edition of *British Dental Journal* at the date of access and (b) the printed editions of *British Dental Journal* published since 1999, in each case available for access on the Internet at the URL <http://www.nature.com/bdj> from time to time together with any additional material that the Licensor makes available to the Licensee.

'**BJC**' or '**British Journal of Cancer**' shall mean the electronic versions of (a) the most recent printed edition of *British Journal of Cancer* at the date of access and (b) the printed editions of *British Journal of Cancer* published since 1999, in each case available for access on the Internet at the URL <http://www.nature.com/bjc> from time to time together with any additional material that the Licensor makes available to the Licensee.

'**BJP**' or '**British Journal of Pharmacology**' shall mean the electronic versions of (a) the most recent printed edition of *British Journal of Pharmacology* at the date of access and (b) the printed editions of *British Journal of Pharmacology* published since 1997, in each case available for access on the Internet at the URL <http://www.nature.com/bjp> from time to time together with any additional material that the Licensor makes available to the Licensee.

'**BMT**' or '**Bone Marrow Transplantation**' shall mean the electronic versions of (a) the most recent printed edition of *Bone Marrow Transplantation* at the date of access and (b) the printed editions of *Bone Marrow Transplantation* published since 1997, in each case available for access on the Internet at the URL <http://www.nature.com/bmt> from time to time together with any additional material that the Licensor makes available to the Licensee.

'**CGT**' or '**Cancer Gene Therapy**' shall mean the electronic versions of (a) the most recent printed edition of *Cancer Gene Therapy* at the date of access and (b) the printed editions of *Cancer Gene Therapy* published since 1999, in each case available for access on the Internet at the URL <http://www.nature.com/cgt> from time to time together with any additional material that the Licensor makes available to the Licensee.

'**CDD**' or '**Cell Death and Differentiation**' shall mean the electronic versions of (a) the most recent printed edition of *Cell Death and Differentiation* at the date of access and (b) the printed editions of *Cell Death and Differentiation* published since 1997, in each case available for access on the Internet at the URL <http://www.nature.com/cdd> from time to time together with any additional material that the Licensor makes available to the Licensee.

'**CR**' or '**Cell Research**' shall mean the electronic versions of (a) the most recent printed edition of *Cell Research* at the date of access and (b) the printed editions of *Cell Research* published since January 1999, in each case available for access on the Internet at the URL <http://www.nature.com/cr> from time to time together with any additional material that the Licensor makes available to the Licensee.

'**EMBO**' or '**EMBO Publications**' shall mean the electronic versions of (a) the most recent printed edition of *The EMBO Journal* and *EMBO Reports* at the date of access and (b) the printed editions of *The EMBO Journal* and *EMBO Reports* published since 1997 and July 2000 (respectively), in each case available for access on the Internet at the URL <http://www.nature.com/emboj> and <http://www.nature.com/embor> from time to time together with any additional material that the Licensor makes available to the Licensee.

'**EJCN**' or '**European Journal of Clinical Nutrition**' shall mean the electronic versions of (a) the most recent printed edition of *European Journal of Clinical Nutrition* at the date of access and (b) the printed editions of *European Journal of Clinical Nutrition* published since 1997, in each case available for access on the Internet at the URL <http://www.nature.com/ejcn> from time to time together with any additional material that the Licensor makes available to the Licensee.

TERMS

1. INTERPRETATION

1.1 In this Agreement (as defined in the Schedule), unless the context requires otherwise, the following expressions have the following meanings:

"Authorised User": (a) every member of the teaching, research, and non-academic staff employed by or otherwise accredited by a Member whether full-time or part time; (b) every student enrolled or accredited to a Member for the purposes of full-time or part-time attendance; (c) individual members of the public registered as users of a Member's library or information service; and (d) individual members of the public permitted to use a Member's library or information services; in each case who are permitted general access by a Member to its Network;

"Chargeable Users": as set forth in Appendix A;

"Customer Support": the Helpdesk (as set out in the Schedule) providing reasonable e-mail and telephone support;

"Commencement Date": as set out in the Schedule;

"Licence Fee": as set out in the Schedule;

"Licensed Material": for each Member means the Material identified in Appendix A to these Terms;

"Material": those agreed *Nature*, *Nature-Branded Journals*, *Additional Journals* and/or *News* elements indicated on the Schedule;

"Member": each of the Members of the Licensee listed in the Schedule and "Members" means all of them.

"Network": for each Member the local area network system of connected computers at such Member's premises, the IP address for which is set out in the Schedule;

"Schedule": the attached schedule preceding the Terms to this Agreement;

"Staff and Students": the full time or part time students enrolled or accredited to the Member and the full time or part time teaching and research staff employed by or otherwise accredited to the Member (relevant to *Nature* only);

"Scientific Department Staff and Students": the full time or part time students enrolled or accredited to the Scientific Department of the Members and the full time or part time teaching and research staff employed by or otherwise accredited to the Scientific Department of the Member (relevant to *Journals* only);

"Site": the premises located at the Site Address set out in the Schedule;

"Supply Period": as set out in the Schedule or as otherwise extended pursuant to Clause 4.1; and

"Terms" these terms and conditions and the attached Exhibit A;

1.2 The Agreement contains the entire agreement and undertaking between the parties relating to the Licensed Material and supersedes any prior agreement.

1.3 The termination of this Agreement shall not prejudice the rights and remedies of either party against the other in respect of any prior breach of covenant, terms, warranty or condition.

1.4 The failure of any party to enforce any provision of this Agreement on any one occasion shall not affect its right to enforce another provision or the same provision on another occasion.

1.5 Nothing contained in this Agreement shall constitute or shall be construed as constituting a partnership, joint venture, or contract of employment between the parties.

2. DELIVERY AND GRANT OF RIGHTS

2.1 In consideration of the payments made by the Licensee, and subject to the Licensee observing its obligations under this Agreement, the Licensor grants to the Licensee the following non-exclusive rights ("**the Rights**") for the Supply Period:

(a) permit Authorized Users to access via the Network at any time (subject to Clause 7) the Licensor's server, or as the case may be any service provided by an agent on its behalf, for the purpose of accessing that part of the Licensed Material it has subscribed to access (as indicated in Appendix A) for research, teaching, and private study purposes by means of workstations connected to the Licensee's Network;

(b) make that part of the Licensed Material an Authorized User has subscribed to (as indicated in Appendix A) accessible directly or remotely via the respective campus Network to the respective Authorized Users for their research, teaching, and private study purposes in accordance with the Licensee's customary policies and practices acceptable to the Licensor;

(c) permit an Authorized User to print and/or download individual articles and other individual items from searches of that part of the Licensed Material that the Licensee has subscribed to access (as indicated in Appendix A) for research, teaching, and private study purposes by means of workstations connected to a campus Network;

(d) permit teaching staff accredited to the Licensee to reproduce individual articles from that part of the Licensed Material that the Authorized User has subscribed to access (as indicated in Appendix A) for distribution to students accredited

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(c) permit each Authorized User to reproduce single copies of individual articles from that part of the Licensed Material that the Authorized User has subscribed to access (as indicated in Appendix A) in hard copy print form for distribution without charge in hard copy form (but not electronically) to individual libraries of not for profit, non commercial organisations in accordance with fair usage guidelines. No right or licence is hereby granted to any person provided with such a copy to copy or otherwise deal with that individual article; and

(f) create a hypertext link to any part of the Licensed Material provided that no person other than an Authorised User may use such hypertext link.

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2.4 The Licensee is responsible for the provision of and payment for the computer equipment and telecommunication services necessary for access to and use of the Licensed Material. The Licensor shall not issue credits or refunds against charges incurred by the Licensee in relation to such telecommunication services or those incurred contacting Customer Support. The Licensee accepts that the Licensor has no control over such telecommunication services and that the Licensor shall have no liability to the Licensee for the acts or omissions of providers of telecommunication services or for faults in or failures of their apparatus or of the Licensee's computer equipment.

2.5 Licensor acknowledges that Licensee may engage the services of third-party trusted archives ("Third Party Archive") to fulfill the requirements of this provision. The selection and engagement of the Third Party Archive shall be subject to Licensor's prior written consent and Licensee

agrees that it will not enter into any archive agreement with a Third Party Archive without Licensor's express written consent. Licensor agrees to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes.

3. USAGE RESTRICTIONS

Except as expressly permitted in Clause 2.1, the Licensee warrants that it will not, nor will it license or permit others to, directly or indirectly, without the Licensor's prior written consent:

- (a) sell, distribute, license, rent or otherwise exploit the Licensed Material, or any element of it, for any commercial purpose;
- (b) make the Licensed Material, or any element of it, available by any means to persons other than Authorised Users;
- (c) make the Licensed Material, or any element of it, available on, or by, electronic bulletin boards, news groups, Web sites, FTP or any other means of posting or transmitting material on the Internet, an on-line service or wide area network;
- (d) remove or obscure the Licensor's copyright notice from the Licensed Material including hard-copy print-outs;
- (e) use the Licensed Material to create any derivative work, product or service, or merge the Licensed Material with any other product, database, or service;
- (f) alter, amend, modify, translate, or change the Licensed Material;
- (g) undertake any activity that may have a damaging effect on the Licensor's ability to achieve revenue through selling and marketing the Licensed Material;
- (h) otherwise use the Licensed Material supplied in accordance with this Agreement in a manner that would infringe the copyright or other proprietary rights contained within it;
- (i) make the Licensed Material or any part of it available by remote access to any person other than Authorised Users; or
- (j) make mass, automated or systematic extractions from or hard copy storage of the Licensed Material.

4. TERM AND TERMINATION

4.1 This Agreement shall begin on the Commencement Date and continue for the initial period of the Supply Period as defined in the Schedule. The Licensor may agree to renew the Supply Period for additional one-year periods, subject to payment of appropriate fees and acceptance thereof by the Licensor. If the Supply

Period is not so renewed the Agreement shall continue in accordance with Clause 4.6.

4.2 Either party may terminate the Supply Period at any time upon written notice to the other if the other party commits a material breach of any term of this Agreement (for the avoidance of doubt non-payment of any fees as they fall due under this Agreement by the Licensee shall constitute a material breach). The termination will become effective thirty days after receipt of written notice unless, in the case of a remediable breach, during the relevant period of thirty days the defaulting party has remedied the breach.

4.3 Licensor may terminate the Supply Period at any time upon thirty days' written notice to the Licensee.

4.4 If termination of the Supply Period occurs as a result of notice being given by the Licensee under Clause 4.2, 4.5 or 10.2 or by the Licensor under Clause 4.3 or 10.2 the Licensor shall repay the Licensee a pro-ratable proportion of the Licence Fee as represents the paid for but unexpired Supply Period at the date of termination.

4.5 Either party may terminate the Supply Period forthwith on notice in writing to the other if the other party is unable to pay its debts or ceases or threatens to cease to carry on business, goes into administration, receivership or administrative receivership, or any event analogous to any of the foregoing occurs in any jurisdiction.

4.6 On termination (including non-renewal) of the Supply Period, otherwise than as a result of notice being given by the Licensor under Clause 4.2 or 4.5, Licensee shall have no rights of any kind to any Licensed Material printed or otherwise made available after the date of termination but the Licensee's non-exclusive licence of the Rights shall, subject to, except as otherwise set forth in this Clause 4.6, all the terms and conditions in this Agreement (including without limitation this sub-clause 4.6, Clause 4.8 and the other provisions of this Clause 4), continue indefinitely in respect of the Licensed Material accessible as at the date of termination of the Supply Period and listed in:

(a) Section A, B and D of the Schedule SUBJECT ALWAYS to the Licensee's continued compliance with the terms of this Agreement and payment of such reasonable annual access fee as Licensor may from time to time charge (or such alternative supply arrangement terms and costs as the parties may agree); and

(b) Section C of the Schedule SUBJECT ALWAYS to the Licensee's continued compliance with the terms of this Agreement and payment of such reasonable annual access fee as Licensor may from time to time charge (or such alternative supply arrangement terms and costs as the parties may agree); PROVIDED THAT due to rights restrictions: (i) only editions and other material published after the Commencement Date up to the date of termination (including non-renewal) of the Supply Period will be accessible (the "C Content") and (ii) it may only be possible to allow access via the Network on the same basis as set out at (a) above for a limited period. The Licensor shall, after the end of such limited period and provided that it has the rights to do so, deliver the C Content in a physical storage media (the "Media") to the Licensee SUBJECT ALWAYS to the Licensee's compliance with the terms of any additional licence terms notified to the Licensee on delivery of the Media (the "Media Licence") that are appropriate for such physical media (for the avoidance of doubt, in respect of the use of the Media by the Licensee the terms of the Media Licence shall prevail over the terms of this Agreement if there is a conflict or other inconsistency) and payment of such reasonable supply fee as Licensor may from time to time charge to cover its handling costs (or such alternative supply arrangement terms and costs as the parties may agree).

(the "Post Supply Licence").

4.7 Without prejudice to any other rights the Licensor may have, the Licensor may suspend the provision of the Licensed Material to any Authorized User with immediate effect on written notice without liability if the Licensor believes the Licensed Material is being used by such Authorized Users in a manner that contravenes the provisions of this Agreement or the Media Licence or in the event of delay or failure to pay in accordance with clause 5.

4.8 The Licensor may terminate this Agreement (including the Post Supply Licence) at any time upon written notice to the Licensee if the Licensee commits a breach of any term of this Agreement or the Media Licence. The termination will become effective thirty days after receipt of written notice unless, in the case of a remediable default, during the relevant period of thirty days the Licensee has remedied the default.

4.9 On termination of the Supply Period as a result of notice being given by the Licensor under Clause 4.2 or 4.5 or on termination of the Post Supply Licence as a result of notice being given by the Licensor under Clause 4.8, the Licensee shall have

no further rights of any kind in the Licensed Material and the Licensee agrees to destroy and use its best endeavours to procure that all Authorised Users destroy, all Licensed Material stored on its Network or in CD-Rom or other hard copy form both on paper and in any digital information storage media or other physical media storage, including, but not limited to, system servers, hard disks, diskettes, and back up tapes.

4.10 When calculating the reasonable annual access fee payable by the Licensee pursuant to clause 4.6 the Licensor shall be entitled to increase such fee on an annual basis including but not limited to reflect any increase in the number of Chargeable Users, any change in the business of the Licensee or any increase in supply or other costs incurred by the Licensor.

5. LICENCE FEE

5.1 The Licensee agrees to pay to the Licensor the Licence Fee and any other payments under this Agreement within 30 days of the date of invoice.

5.2 All amounts payable by the Licensee under this Agreement shall be exclusive of any sales, use, value added or similar taxes.

6. NATURE AND JOURNALS LICENCE FEE (NOT APPLICABLE TO NEWS)

6.1 Where the Licensed Material includes **Nature** and/or **Journals** elements the Licence Fee is calculated on the basis of Chargeable Users. The Licensee warrants that Licensee's Chargeable Users during the 12 months prior to the Commencement Date did not exceed the number of Chargeable Users for the Licensee as stated in the Schedule in respect of **Nature** and/or **Journals**.

6.2 The Licence Fee is assessed on the number of Chargeable Users during the 12 month period prior to the Commencement Date for the initial 12 month period of the Supply Period and for each 12 month period prior to any subsequent 12 month extensions agreed to by the Licensor. The Licensee must immediately notify the Licensor if at any time the actual number of Licensee's Chargeable Users exceeds the number of Chargeable Users stated in the Schedule. The Licensee acknowledges that in the event that such number of Chargeable Users increases during the initial 12 month period of the Supply Period or in any subsequent 12 month extension period agreed to by the Licensor the Licence Fee will be increased in accordance with the Licensee's then applicable charges for any subsequent 12 month extension period agreed to by the Licensor.

7. LICENSEE'S UNDERTAKINGS

7.1 The Licensee shall take all reasonable steps to ensure that the Licensed Material is used only in accordance with the terms and conditions of this Agreement and shall inform Authorised Users of the permitted use restrictions and other provisions set out in this Agreement.

7.2 The Licensee shall put into place reasonable procedures to monitor the compliance with the terms and conditions of this Agreement by the Authorised Users.

7.3 The Licensee will notify the Licensor immediately of infringements that come to the Licensee's notice and the Licensee agrees to co-operate with the Licensor as appropriate to stop further abuse should it occur.

7.4 Subject to Clause 4.9, nothing in this Agreement shall make the Licensee liable for breach of the restrictions set out in the terms and conditions of this Agreement by any Authorised User as long as the Licensee complied with the terms of Clauses 6, 7.1, 7.2 and 7.3 and did not cause, intentionally assist in or encourage such breach nor allowed it to continue after having received notice of such breach whether from the Licensor or otherwise. However, in the event of continuing abuse the Licensor shall be entitled to terminate this Agreement.

7.5 The Licensor shall be entitled to monitor the use of the Licensed Material through the Licensor's servers, or as the case may be any service provided by an agent on its behalf, so as to monitor compliance with this Agreement. In such monitoring, the privacy of individual users shall not be infringed.

8. WARRANTIES, UNDERTAKINGS AND INDEMNITIES

8.1 The Licensor warrants to the Licensee that it has full right and authority to grant the Rights to the Licensee and that the use by the Licensee of the Licensed Material in accordance with this Agreement will not infringe the rights of any third party.

8.2 The Licensor shall indemnify the Licensee for the amount of any award of damages against the Licensee by a court of competent jurisdiction as a result of any claim arising from a breach of the warranty in Clause 8.1 provided that the Licensee must inform the Licensor immediately upon becoming aware of any claim, not attempt to

compromise or settle the claim and give reasonable assistance to the Licensor who shall be entitled to assume sole conduct of any defence and shall have the right at its option:

- (a) to procure the right for the Licensee to continue using the Licensed Material;
- (b) to make such alterations, modifications or adjustments to the Licensed Material that it becomes non-infringing without incurring a material reduction in performance or function; or
- (c) to replace the Licensed Material with non-infringing substitutes provided that such substitutes do not entail a material reduction in performance or function.

8.3 The Licensor shall not be liable to the Licensee for any loss or damage whatsoever resulting from omissions or inaccuracies in the Licensed Material regardless of how caused. The Licensor does not warrant that access to the Licensed Material will be free from errors or faults. In the event of a fault, the Licensee shall notify Customer Support of the same by telephone, electronic mail or in writing.

8.4 Without prejudice to the generality of the foregoing, the Licensor shall not be liable for any claim arising from:

- (a) any failure or malfunction resulting wholly or to any material extent from the Licensee's negligence, operator error, use other than in accordance with the User Documentation or any other misuse or abuse of the Licensed Materials;
- (b) the failure by the Licensee to implement recommendations previously advised by the Licensor in respect of, or solutions for, faults in the Licensed Material; or
- (c) the decompilation or modification of the Licensed Material or its merger with any other program or any maintenance repair adjustment alteration or enhancement of the Licensed Material by any person other than the Licensor or its authorised agent; or
- (d) the Licensee or any Authorised User being unable to exercise the Rights due to the Licensed material being unavailable as a result of any act or omission of the Licensor provided that the period for which the Licensed Material is not available shall not exceed a period of 50 hours (in aggregate) in any continuous period of 1000 hours.

8.5 The Licensee shall use commercially reasonable efforts consistent with the efforts it uses to safeguard its own confidential information and proprietary rights, efforts to safeguard the intellectual property, confidential information including without limitation the terms of this Agreement, and proprietary rights of the Licensor, except as required by law.

8.6 THE LICENSED MATERIAL IS PROVIDED "AS IS." NEITHER THE LICENSOR NOR ANYONE ELSE MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF SATISFACTORY QUALITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CLAUSE 8 AND CLAUSE 12. ALL CONDITIONS, WARRANTIES, TERMS, REPRESENTATIONS, AND UNDERTAKINGS EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN RESPECT OF THE LICENSED MATERIAL ARE TO THE FULLEST EXTENT PERMITTED BY LAW EXPRESSLY EXCLUDED.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY REPRESENTATIVE OF THE LICENSOR OR BY ANYONE ELSE SHALL CREATE ANY WARRANTIES.

8.7 The content of the Licensed Material is subject to change without notice. Licensee understands that from time to time the Licensed Materials may be added to, modified, or deleted from by Licensor, and/or that portions of the Licensed Materials may migrate to other formats. If any such withdrawal renders the Licensed Materials materially less useful to Licensee or its Authorized Users, the Licensee has the right to terminate this agreement and receive a pro-rated refund of the license fee.

9. USAGE STATISTICS (RELEVANT TO NATURE, JOURNALS AND NEWS)

The Licensor confirms to the Licensee that usage statistics covering the online usage of Nature, the Journals and News covered by this Agreement will be provided individually for each campus. The Licensor further confirms that it shall use all reasonable endeavours to ensure that such usage statistics will adhere to the specifications of the COUNTER Code of Practice, including data elements collected and their definitions; data processing guidelines, usage report content, frequency and delivery method. Provided That these statistics are strictly for the Licensee's private internal use and the Licensor shall not be required to disclose any information to the Licensee which it is prohibited from disclosing to the due to any legal or regulatory constraint imposed upon it including without limitation any applicable privacy or data protection legislation or regulations or contractual obligations.

10. FORCE MAJEURE

10.1 Either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, floods, governmental restrictions, power failures, or damage or destruction of any network facilities or services, shall not be deemed a breach of this Agreement.

10.2 If any event set out in Clause 10.1 shall continue for a period in excess of 30 days either party shall be entitled to terminate this Agreement forthwith by written notice to the other.

11. NOTICE

Any notice to be served on either party by the other made under this Agreement shall be in writing sent by prepaid recorded delivery or registered post to the address of the addressee as set out in the Schedule or to such other address as notified by either party to the other as its address for service of notices and all such notices shall be deemed to have been received within 48 hours after posting.

12. LIABILITY

12.1 Neither party excludes or limits liability to the other party for death or personal injury caused by its own negligence or any other liability the exclusion or limitation of which is prohibited by law.

12.2 Except as provided for in Clause 12.1 above, the liability of the Licensor in respect of any and all claims (whether in contract or in tort) arising out of or in connection with this Agreement is limited in respect of each event or series of connected events to the greater [REDACTED] or an amount equal to the fees paid under this Agreement.

12.3 Except as provided for in Clause 12.1, notwithstanding anything else contained in this Agreement, in no event shall the Licensor be liable to the Licensee for:

- (a) loss of profits, business, revenue, goodwill, anticipated savings; and/or
- (b) indirect, special, incidental or consequential loss or damage; and
- (c) any inaccuracy in the Licensed Material.

14. SEVERABILITY

In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

15. WAIVERS

No provision of this Agreement or breach thereof may be waived except in a writing signed by the party against whom the waiver is sought to be enforced.

16. THIRD PARTY RIGHTS

Nothing in this Agreement is intended to confer rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Appendix A

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

UC Lawrence Livermore National Laboratory

UC Lawrence Berkeley Laboratory

UC Technical Contact

California Digital Library
415 20th Street, 4th Floor
Oakland, CA 94612

Email: [REDACTED]

UC Administrative Contact

CDL Acquisitions
9500 Gilman Drive MS0175A
La Jolla, CA 92093

Tel.: [REDACTED]

Email: [REDACTED]

Appendix B
University of California IP Addresses

UC Berkeley
[Text deleted]

UC Davis
[Text deleted]

UC Irvine
[Text deleted]

UC Los Angeles
[Text deleted]

UC Merced (not yet opened)
[Text deleted]

UC Riverside
[Text deleted]

UC San Francisco
[Text deleted]

UC Santa Barbara
[Text deleted]

UC Santa Cruz
[Text deleted]

UC San Diego
[Text deleted]

UC Office of the President – California Digital Library
[Text deleted]

UC Lawrence Berkley Laboratory
[Text deleted]

UC Lawrence Livermore Laboratory
[Text deleted]