

# STANDARD LICENSE AGREEMENT

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AND  
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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 LLW online journals (hereinafter referred to as the "Licensed Materials").

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

See Appendix A.

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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 provide appropriate training to Licensee staff relating to the use of the Licensed Materials and 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 efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional Licensed Materials as they become available, and downtime related to the failure of equipment or services outside the control of Licensor, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled down-time will be performed at a time to minimize inconvenience to Licensee and its Authorized Users.

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. In the event that Licensor fails to repair the nonconformity in a reasonable time, Licensor shall reimburse Licensee in an amount that the nonconformity is proportional to the total Fees owed by Licensee under this Agreement.

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Compliance with Americans with Disabilities Act. Licensor shall 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.

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identification numbers and passwords to each Authorized Users 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 one and one half years commencing Effective Date.

#### **X. RENEWAL**

This agreement shall be renewable at the end of the current term a successive two year term 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 thirty (30) 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 thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

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In the event of early termination of this Agreement, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of this Agreement from the date of termination.

#### **XII. PERPETUAL LICENSE**

In the event Licensee should not elect to renew this Agreement following its expiration, Licensor agrees with Licensee on a conceptual basis that the Licensor shall provide access to the Licensed Materials to Licensee on a nonexclusive, royalty-free and perpetual basis. Licensee acknowledges that such perpetual access presents currently unresolved technical problems, with financial implications that Licensor is continuing to study, and that any such access must be subject to all third-party rights and restrictions, including those of third-party copyright owners.

#### **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.

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#### 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.

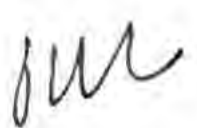
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#### XV. INDEMNITIES

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.

THE LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, COSTS, LIABILITY AND EXPENSES (INCLUDING REASONABLE LEGAL AND PROFESSIONAL FEES) ARISING OUT OF ANY CLAIM OR LEGAL ACTION TAKEN AGAINST THE LICENSOR RELATED TO OR IN ANY WAY CONNECTED WITH ANY USE OF THE LICENSED MATERIALS BY THE LICENSEE OR AUTHORIZED USERS EXCEPT FOR CLAIMS BY ANY THIRD PARTY FOR ANY FAILURE BY THE LICENSEE TO PERFORM ITS OBLIGATIONS IN RELATION TO THIS LICENSE, PROVIDED THAT NOTHING IN THIS LICENSE SHALL MAKE THE LICENSEE LIABLE FOR BREACH OF THE TERMS OF THE LICENSE BY ANY AUTHORIZED USER PROVIDED THAT THE LICENSEE DID NOT CAUSE, KNOWINGLY ASSIST OR CONDONE THE CONTINUATION OF SUCH BREACH TO CONTINUE AFTER BECOMING AWARE OF AN ACTUAL BREACH HAVING OCCURRED.

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Att.*

#### 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

This Agreement shall be interpreted and construed according to, and governed by, the laws of California, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in California shall have jurisdiction to hear any dispute under this Agreement.

#### 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.

*JWL*

#### **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**

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by U.S. Mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

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Oakland, CA 94612-3550  
USA

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

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BY:  DATE: 6.7.8.01  
Signature of Authorized Signatory of Publisher

Print Name:   
Title: President  
Address: 530 walnut st. phila, PA 19106  
Telephone No.: 215 531 8302  
E-mail: 

**LICENSEE**

BY:  DATE: 6/15/01  
Signature of Authorized Signatory of Licensee

Print Name:   
Title: Director for Business Development  
Address: 300 Lakeside Drive, 6<sup>th</sup> Floor  
Oakland, CA 94612-3550  
Telephone No.: 510.987.0425  
E-mail: 



INSERT APPENDIX A  
(LIST OF LICENSED MATERIALS w/FEES)  
HERE

*Insert Appendix A*

*6/15*

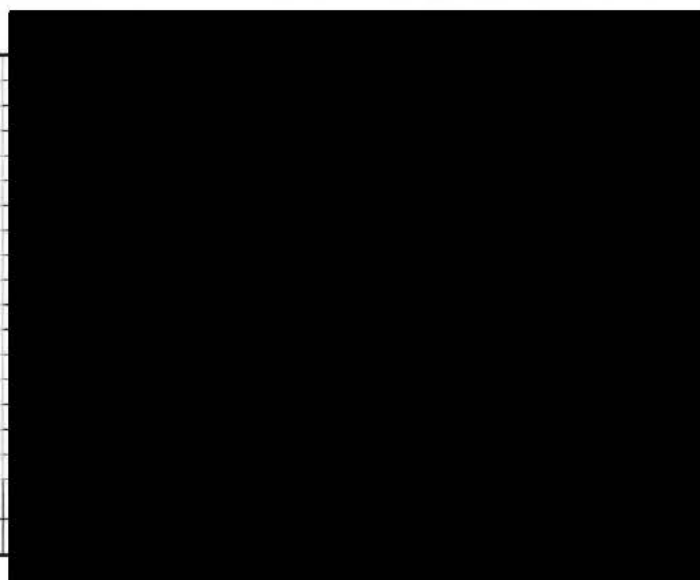
| Appendix A 2001                                        | Optional paper<br>Price/Sub | Base Fee | Online<br>Fee | Total |
|--------------------------------------------------------|-----------------------------|----------|---------------|-------|
| AIDS                                                   |                             |          |               |       |
| American Journal of Clinical Oncology                  |                             |          |               |       |
| American Journal of Dermatopathology                   |                             |          |               |       |
| American Journal of Forensic Medicine & Pathology      |                             |          |               |       |
| American Journal of Surgical Pathology                 |                             |          |               |       |
| Anesthesia & Analgesia                                 |                             |          |               |       |
| Anesthesiology                                         |                             |          |               |       |
| Annals of Surgery                                      |                             |          |               |       |
| Applied Immunohistochemistry & Molecular Morphology    |                             |          |               |       |
| Arteriosclerosis Thrombosis & Vascular Biology         |                             |          |               |       |
| Circulation                                            |                             |          |               |       |
| Circulation Research                                   |                             |          |               |       |
| Clinical Obstetrics and Gynecology                     |                             |          |               |       |
| Clinical Orthopaedics & Related Research               |                             |          |               |       |
| Critical Care Medicine                                 |                             |          |               |       |
| Current Opinion in Allergy and Clinical Immunology     |                             |          |               |       |
| Current Opinion in Anesthesiology                      |                             |          |               |       |
| Current Opinion in Cardiology                          |                             |          |               |       |
| Current Opinion in Clinical Nutrition & Metabolic Care |                             |          |               |       |
| Current Opinion in Critical Care                       |                             |          |               |       |
| Current Opinion in Endocrinology & Diabetes            |                             |          |               |       |
| Current Opinion in Gastroenterology                    |                             |          |               |       |
| Current Opinion in Hematology                          |                             |          |               |       |
| Current Opinion in Infectious Diseases                 |                             |          |               |       |
| Current Opinion in Lipidology                          |                             |          |               |       |
| Current Opinion in Nephrology & Hypertension           |                             |          |               |       |
| Current Opinion in Neurology                           |                             |          |               |       |
| Current Opinion in Obstetrics & Gynecology             |                             |          |               |       |
| Current Opinion in Oncology                            |                             |          |               |       |
| Current Opinion in Ophthalmology                       |                             |          |               |       |
| Current Opinion in Organ Transplantation               |                             |          |               |       |
| Current Opinion in Orthopedics                         |                             |          |               |       |
| Current Opinion in Otolaryngology/Head & Neck Surgery  |                             |          |               |       |
| Current Opinion in Pediatrics                          |                             |          |               |       |
| Current Opinion in Psychiatry                          |                             |          |               |       |
| Current Opinion in Pulmonary Medicine                  |                             |          |               |       |
| Current Opinion in Rheumatology                        |                             |          |               |       |
| Current Opinion in Urology                             |                             |          |               |       |
| CV Surgery Online                                      |                             |          |               |       |
| Diagnostic Molecular Pathology                         |                             |          |               |       |
| Epidemiology                                           |                             |          |               |       |
| European Journal of Gastroenterology & Hepatology      |                             |          |               |       |
| Evidence Based Eye Care                                |                             |          |               |       |
| Evidence Based Gastroenterology                        |                             |          |               |       |
| Heart Disease                                          |                             |          |               |       |
| Hypertension                                           |                             |          |               |       |
| International Journal of Rehabilitation Research       |                             |          |               |       |
| Journal of AIDS                                        |                             |          |               |       |
| Journal of Cardiovascular Pharmacology                 |                             |          |               |       |

|                                                                  |  |
|------------------------------------------------------------------|--|
| Journal of Clinical Oncology                                     |  |
| Journal of Clinical Neuromuscular Disease                        |  |
| Journal of Clinical Psychopharmacology                           |  |
| Journal of Computer Assisted Tomography                          |  |
| Journal of Hypertension                                          |  |
| Journal of Orthopedic Trauma                                     |  |
| Journal of Pediatric Orthopaedics (part 1)                       |  |
| Journal of Pediatric Orthopaedics (part 2)                       |  |
| Journal of Spinal Disorders                                      |  |
| Journal of the American Academy of Child & Adolescent Psychiatry |  |
| Journal of the American Society of Nephrology                    |  |
| Journal of Trauma                                                |  |
| Journal of Vascular and Interventional Radiology                 |  |
| Journal of Women's Imaging                                       |  |
| Laboratory Investigation                                         |  |
| Medical Care                                                     |  |
| Medicine                                                         |  |
| Medicine and Science in Sports & Exercise                        |  |
| Modern Pathology                                                 |  |
| Neurology                                                        |  |
| NeuroReport                                                      |  |
| Neurosurgery                                                     |  |
| Obstetrical and Gynecological Survey                             |  |
| Pancreas                                                         |  |
| Pediatric Research                                               |  |
| Pharmacogenetics                                                 |  |
| Plastic and Reconstructive Surgery                               |  |
| Sexually Transmitted Diseases                                    |  |
| Spine                                                            |  |
| Stroke                                                           |  |
| Techniques in Hand and Upper Extremity Surgery                   |  |
| Techniques in Orthopaedics                                       |  |
| Techniques in Shoulder & Elbow Surgery                           |  |
| The Journal of Urology                                           |  |
| The Laryngoscope                                                 |  |
| The Pediatric Infectious Disease Journal                         |  |
| *Note spend amount was 168592, discounted to 159022. TOTALS      |  |



| Appendix A 2002                                        | Optional Paper Price | Base Fee | Online Fee | Total |
|--------------------------------------------------------|----------------------|----------|------------|-------|
| AIDS                                                   |                      |          |            |       |
| American Journal of Clinical Oncology                  |                      |          |            |       |
| American Journal of Dermatopathology                   |                      |          |            |       |
| American Journal of Forensic Medicine & Pathology      |                      |          |            |       |
| American Journal of Surgical Pathology                 |                      |          |            |       |
| Anesthesia & Analgesia                                 |                      |          |            |       |
| Anesthesiology                                         |                      |          |            |       |
| Annals of Surgery                                      |                      |          |            |       |
| Applied Immunohistochemistry & Molecular Morphology    |                      |          |            |       |
| Arteriosclerosis Thrombosis & Vascular Biology         |                      |          |            |       |
| Circulation                                            |                      |          |            |       |
| Circulation Research                                   |                      |          |            |       |
| Clinical Obstetrics and Gynecology                     |                      |          |            |       |
| Clinical Orthopaedics & Related Research               |                      |          |            |       |
| Critical Care Medicine                                 |                      |          |            |       |
| Current Opinion in Allergy and Clinical Immunology     |                      |          |            |       |
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| Current Opinion in Cardiology                          |                      |          |            |       |
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| Current Opinion in Critical Care                       |                      |          |            |       |
| Current Opinion in Endocrinology & Diabetes            |                      |          |            |       |
| Current Opinion in Gastroenterology                    |                      |          |            |       |
| Current Opinion in Hematology                          |                      |          |            |       |
| Current Opinion in Infectious Diseases                 |                      |          |            |       |
| Current Opinion in Lipidology                          |                      |          |            |       |
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| CV Surgery Online                                      |                      |          |            |       |
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| Epidemiology                                           |                      |          |            |       |
| European Journal of Gastroenterology & Hepatology      |                      |          |            |       |
| Evidence Based Eye Care                                |                      |          |            |       |
| Evidence Based Gastroenterology                        |                      |          |            |       |
| Heart Disease                                          |                      |          |            |       |
| Hypertension                                           |                      |          |            |       |
| International Journal of Rehabilitation Research       |                      |          |            |       |
| Journal of AIDS                                        |                      |          |            |       |
| Journal of Cardiovascular Pharmacology                 |                      |          |            |       |
| Journal of Clinical Oncology                           |                      |          |            |       |
| Journal of Clinical Neuromuscular Disease              |                      |          |            |       |
| Journal of Clinical Psychopharmacology                 |                      |          |            |       |
| Journal of Computer Assisted Tomography                |                      |          |            |       |
| Journal of Hypertension                                |                      |          |            |       |
| Journal of Orthopedic Trauma                           |                      |          |            |       |
| Journal of Pediatric Orthopaedics (part 1)             |                      |          |            |       |
| Journal of Pediatric Orthopaedics (part 2)             |                      |          |            |       |
| Journal of Spinal Disorders                            |                      |          |            |       |
| Psychiatry                                             |                      |          |            |       |
| Journal of the American Society of Nephrology          |                      |          |            |       |
| Journal of Trauma                                      |                      |          |            |       |
| Journal of Vascular and Interventional Radiology       |                      |          |            |       |
| Journal of Women's Imaging                             |                      |          |            |       |
| Laboratory Investigation                               |                      |          |            |       |
| Medical Care                                           |                      |          |            |       |
| Medicine                                               |                      |          |            |       |
| Medicine and Science in Sports & Exercise              |                      |          |            |       |
| Modern Pathology                                       |                      |          |            |       |

|                                                |
|------------------------------------------------|
| Neurology                                      |
| NeuroReport                                    |
| Neurosurgery                                   |
| Obstetrical and Gynecological Survey           |
| Pancreas                                       |
| Pediatric Research                             |
| Pharmacogenetics                               |
| Plastic and Reconstructive Surgery             |
| Sexually Transmitted Diseases                  |
| Spine                                          |
| Stroke                                         |
| Techniques in Hand and Upper Extremity Surgery |
| Techniques in Orthopaedics                     |
| Techniques in Shoulder & Elbow Surgery         |
| The Journal of Urology                         |
| The Laryngoscope                               |
| The Pediatric Infectious Disease Journal       |
|                                                |
|                                                |



## Appendix B

### 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

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Appendix B continued

APPENDIX B Continued

:University of California IP Addresses by Campus  
:rev. 6/25/01(mzt)

UC Berkeley



UC Davis



UC Irvine



UC Los Angeles



Appendix B continued



UC Merced

UC Riverside



UC San Francisco



UC Santa Barbara



UC Santa Cruz



UC San Diego





UC OP - California Digital Library



Appendix B continued

Technical Contact:

[REDACTED]  
California Digital Library  
University of California  
1111 Franklin Street  
Oakland, CA 94607-5200  
Voice [REDACTED]  
Fax ([REDACTED])  
[REDACTED]