

INSTITUTIONAL LICENSE TO USE THE DIGITAL EDITION OF THE LOEB CLASSICAL LIBRARY

Institution/Company ("Subscribing Institution") Name: 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 ("Subscribing Institution")

Contact Person: [REDACTED]

Title: Electronic Resources Librarian, UC Riverside

Mailing Address: PO Box 5900

City, State, Zip: Riverside, CA 92517

Telephone: [REDACTED]

Fax:

Email: elibrary@ucr.edu

Internet Protocol Address(es) ("IP Addresses"): Please see attached Appendix B

This License Agreement ("Agreement") is entered into as of the Effective Date described below by and between the Subscribing Institution and Harvard University Press ("HUP"), a department of Harvard University. This Agreement sets forth Subscribing Institution's rights and obligations regarding on-line access to and use of the digital edition of the Loeb Classical Library, including any additions, supplements or revisions (together, the "Licensed Material"). The Licensed Material is currently located at: www.loebclassics.com.

By executing this Agreement, the Subscribing Institution accepts the following terms and conditions:

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Subject to the terms of this Agreement, Subscribing Institution is granted a nonexclusive, revocable, nontransferable license to access and use the Licensed Material via the Subscribing Institution's IP addresses, secure referring URL, or agreed upon authentication system (e.g., Shibboleth) and to permit Subscribing Institution's Authorized Users to access and use the Licensed Material. The Subscribing Institution's rights are limited to it and do not extend to any related or affiliated organizations.

An Authorized User is any individual who is authorized by the Subscribing Institution to access the Subscribing Institution's information services via secure authentication, whether the Authorized User is on-site or off-site, and who is either a current student (undergraduate or

postgraduate) or member of the faculty or staff (whether on a permanent, contract, or temporary basis) of the Subscribing Institution. Persons who are none of the above, but who are permitted to access the Subscribing Institution's information services from computer terminals within the physical premises of the Subscribing Institution ("Walk-In Users"), are also Authorized Users during the time they are within the physical premises of the Subscribing Institution. Walk-In Users may not be given means to access the Licensed Material when they are not within the physical premises of the Subscribing Institution. There are no contractual restrictions on the number of Authorized Users from a Subscribing Institution at any given time.

2. Payment Terms.

Payment terms, and any additional business terms, shall be as provided in the applicable HUP invoice. The Subscribing Institution (as defined by Appendix dated 1/16/15) agrees to pay HUP a one-time license fee of [REDACTED]. The Subscribing Institution shall pay an annual fee thereafter of [REDACTED]. HUP agrees to maintain fixed annual fee rate of [REDACTED] for the first [REDACTED] years of Agreement, after which increases not in excess of [REDACTED] per year may be applied.

Subsequent changes to the composition of Subscribing Institution may entail mutually accepted changes to the foregoing.

3. Permitted Uses.

The Licensed Material is copyrighted by Harvard University. Subject to the copyright, an Authorized User may:

- View and search the Licensed Material
- Create a unique personal profile/account
- Share content via native email and social media (some content types will be accessible only to recipients who are Authorized Users)
- Via the personal account, annotate and organize content and collaborate with other Authorized User personal accounts
- Print and otherwise reproduce portions of the content
- Transfer a personal account to another Subscribing Institution if the user is also an Authorized User at that institution

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4. Restrictions.

All other uses are prohibited. Without limitation, the Subscribing Institution and the Authorized Users may not

- Disseminate any Licensed Material outside the Subscribing Institution by any means, except as specifically authorized above; or store any electronic file of such material on any intranet or other centrally accessible network or server, including but not limited to for “coursepack” purposes
- Sell, resell, lend, transfer, or otherwise commercially exploit any Licensed Material
- Remove, obscure or modify copyright notices, text acknowledgements, attributions or other means of identification, or disclaimers as they appear in the Licensed Material
- Modify the Licensed Material

Use of the Licensed Material on more than one campus or sharing of this resource with affiliates or among a regional consortium is not permitted unless HUP has granted Subscribing Institution a multi-site license by appendix to this Agreement.

The Subscribing Institution is responsible for taking reasonable measures to prevent access by unauthorized persons to its IP addresses, and is responsible for terminating any unauthorized access to the Licensed Material of which it has notice or knowledge.

5. Disclaimer of Warranties—Limitation of Liability.

The disclaimers and limitations stated here apply to the Subscribing Institution and to all Authorized Users.

THE LICENSED MATERIAL IS PROVIDED “AS IS”. HUP MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF INFORMATION CONTAINED IN THE LICENSED MATERIAL OR AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED MATERIAL. THE LICENSED MATERIAL MAY CHANGE AT ANY TIME WITHOUT NOTICE. IN NO EVENT WILL HUP BE LIABLE TO SUBSCRIBING INSTITUTION OR ANY AUTHORIZED USER FOR DIRECT, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF DATA OR PROFITS, ARISING OUT OF THE USE OF OR INABILITY TO USE LICENSED MATERIAL, EVEN IF HUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL HUP’S AGGREGATE LIABILITY OF ANY NATURE WHATEVER TO SUBSCRIBING INSTITUTION OR ANY AUTHORIZED USER EXCEED THE AGGREGATE FEE PAID BY SUBSCRIBING INSTITUTION FOR USE OF LICENSED MATERIAL DURING THE CALENDAR YEAR IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

HUP does not guarantee that the Licensed Material will be accessible at any time or in any particular hardware or software environment. HUP will not be responsible for any delay or failure in performance resulting from any cause beyond its reasonable control.

6. Term and Termination.

This Agreement shall become effective upon HUP's receipt of Subscribing Institution's signature to this Agreement ("Effective Date") and shall remain in effect thereafter for so long as the Subscribing Institution remains current in its payments.

Subscribing Institution 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) HUP may terminate such offending Authorized User's access to the Licensed Materials, (b) HUP may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Subscribing Institution shall terminate such Authorized User's access to the Licensed Materials upon HUP's request.

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if HUP believes that Subscribing Institution 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.

7. General.

This Agreement, together with the HUP invoice, constitutes the entire agreement between the parties hereto and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments, and understandings relating to use of and access to the Licensed Material.

No waiver, amendment, or modification of this Agreement shall be effective unless it is in writing and signed by both the parties.

This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded.

The Subscribing Institution may not assign, transfer or sublicense its rights under this Agreement.

Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect.

8 HUP PERFORMANCE OBLIGATIONS

Availability of Licensed Materials. Upon the Effective Date of this Agreement, HUP shall make the Licensed Materials available to Subscribing Institution and Authorized Users.

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

HUP 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 HUP, exclusive of public or private telecommunications services or internet nodes or facilities. Scheduled down-time will be performed at a time to minimize inconvenience to Subscribing Institution and its Authorized Users.

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

Completeness of Content. HUP 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 Subscribing Institution to identify and correct errors or omissions. Licensee acknowledges Licensor's temporary noncompliance with this provision in the period immediately following the platform's introduction.

Usage Statistics. HUP must provide access to both composite use data for the system-wide CDL and itemized data for individual campuses, on a monthly basis. Use data should be at the level of detail required for objective evaluation of both product performance and satisfaction of user needs, including title-by-title use of journals. Providers should follow the International Coalition of Library Consortia (ICOLC) "Guidelines for Statistical Measures of Usage of Web-Based Information Resources" or provide information in compliance with COUNTER or other

recognized international standard.

Compliance with Americans with Disabilities Act. HUP shall make reasonable efforts to comply with the Americans with Disabilities Act (ADA) requirements, Section 508 of the Rehabilitation Act Amendments, and provide Licensee current completed Voluntary Product Accessibility Template (VPAT).

Subscribing Institution's Authorized Signature:



Signer's Name:



Signer's Title: Associate University Librarian for Collections & Scholarly Communication

Date: February 13, 2015

HUP's Signature:



Signer's Name:



Signer's Title: Assistant Director

Date:

3/2/15

Return this signed agreement within sixty (60) days to:

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Harvard University Press

79 Garden St.

Cambridge, MA 02138

For questions or comments, please email: loebclassics_sales@harvard.edu

APPENDIX A

For the purposes of the preceding Agreement, the following campuses/locations shall together comprise the "Subscribing Institution":

1.

University of California, Berkeley (UCB)

Lawrence Berkeley National Laboratory (LBNL)

University of California, Irvine (UCI)

University of California, Los Angeles (UCLA)

University of California Office of the President (UCOP)

University of California, Riverside (UCR)

University of California, Santa Barbara, (UCSB)

Subscribing Institution initial:

HUP initial:

1-16-2015

3/2/15

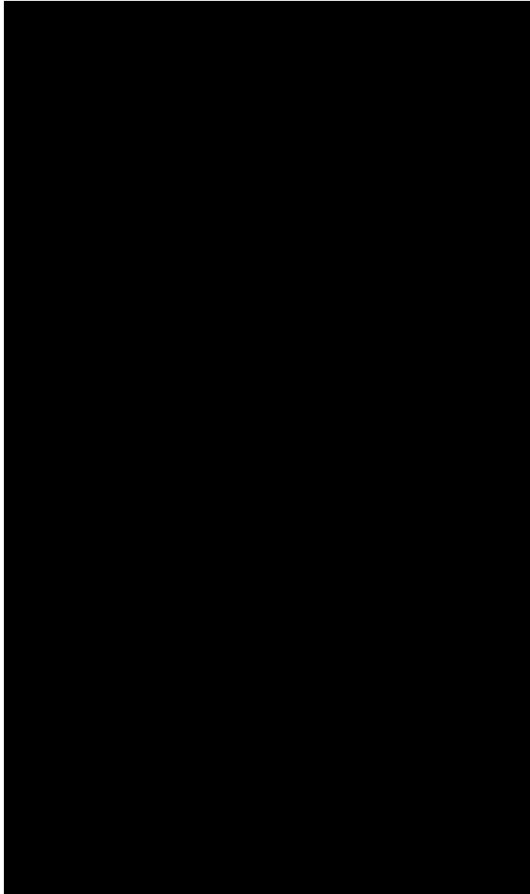
Appendix B – List of Authorized IP addresses

Digital Loeb IP List

Last IP Update: 11/04/14 02:04PM

Berkeley (UCB)

Range Start	Range End	Type
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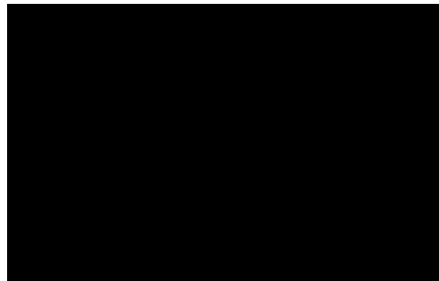


Lawrence

Berkeley

National

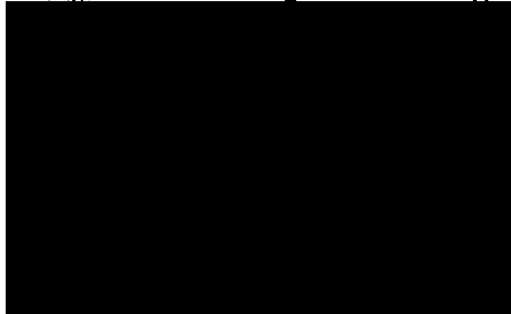
Laboratory





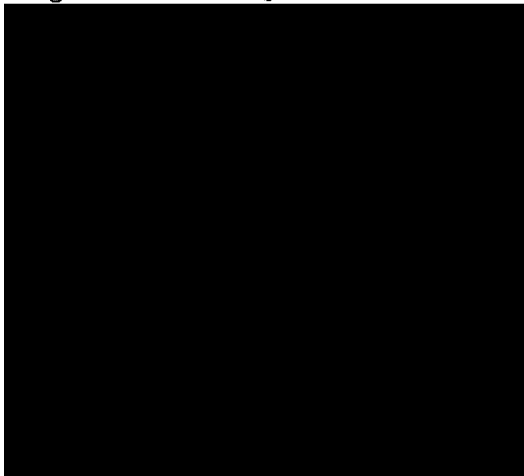
Irvine (UCI)

Range Start	Range End	Type
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Los Angeles (UCLA)

Range Start	Range End	Type
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Office of the President (UCOP) (used for support purposes only)

Range Start	Range End	Type
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[REDACTED]

Riverside (UCR)

Range Start	Range End	Type
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[REDACTED]	[REDACTED]	[REDACTED]
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Santa Barbara (UCSB)

Range Start	Range End	Type
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[REDACTED]	[REDACTED]	[REDACTED]
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