Schedule

dated 26/11/2014 to Licence and Support Agreement between the Cambridge Crystallographic Data Centre (Licensor) and University of California (Licensee),

Licensor Reference

QUO-02976-R4P4Y4

Licensee Reference

This is the first and only Schedule to the Agreement

- 1. Effective Date and Period
- 1.1 The Effective Date is 01/01/2015
- 1.2 The **Period** is from 01/01/2015 to 31/12/2015. This Period may be extended by mutual agreement by provision of a suitable Purchase Order or replacement Schedule.
- 2. Superseded Agreements
- 2.1 The corresponding Schedule in all prior agreements between the Licensor and Licensee, (including any predecessor organisations) concerning the Products listed below are hereby superseded.
- 3. Products and Use Limitations
- 3.1 The **Products** licensed to Licensee under this Agreement and the sites covered are the following:

University of California Berkeley CCDC Ref: 729 Maximum Number of permitted installations: 999 (plus any purchased subsequently)	Department of Chemistry 32 Lewis Hall Berkeley CA 94720-1460 United States of America	- CSD - ConQuest - PreQuest - Mercury - IsoStar - Mogul - WebCSD - CSDS DASH - SuperStar - Solid Form module
University of California Riverside CCDC Ref: 732	Department of Chemistry 2331 Pierce Hall Riverside	- CSD - ConQuest - PreQuest
Maximum Number of permitted installations: 999 (plus any purchased subsequently)	CA 92521-0403 United States of America	- Mercury - IsoStar - Mogul - WebCSD - CSDS DASH - SuperStar - Solid Form module
University of California Los Angeles CCDC Ref: 1422 Maximum Number of permitted installations: 999 (plus any purchased subsequently)	Science and Engineering Library 8251 Boelter Hall Los Angeles CA 90095-1598 United States of America	- CSD - ConQuest - PreQuest - Mercury - IsoStar - Mogul - WebCSD - CSDS DASH - SuperStar - Solid Form module

University of California Santa Cruz CCDC Ref: 1562 Maximum Number of permitted installations: 999 (plus any purchased subsequently)	University Library, Serials Section 1156 High Street Santa Cruz CA 95064 United States of America	- CSD - ConQuest - PreQuest - Mercury - IsoStar - Mogul - WebCSD - CSDS DASH - SuperStar - Solid Form module
University of California Merced CCDC Ref: 2584	5200 North Lake Road Merced	- CSD - ConQuest - PreQuest
Maximum Number of permitted	CA 95343	- Mercury
installations: 999 (plus any purchased subsequently)	United States of America	- IsoStar - Mogul - WebCSD - CSDS DASH - SuperStar - Solid Form module
University of California San Diego CCDC Ref: 1293	Serials Acquisitions, Geisel Library 9500 Gilman Drive, 0175E La Jolla	- CSD - ConQuest - PreQuest
Maximum Number of permitted installations: 999 (plus any purchased subsequently)	CA 92093-0175 United States of America	 Mercury IsoStar Mogul WebCSD CSDS DASH SuperStar Solid Form module

WebCSD: Unlimited via IP range access and/or up to 6 username/password accesses per site (or maximum number of installations purchased per site, whichever is lower)

- 3.2 All **Products** include such fixes, patches, updates and upgrades as Licensor may from time to time during the Term make available to Licensee.
- 3.3 Where Licensee is entitled to use a Product at a Licensee site, such use includes the right for Permitted Users who normally work at that site to use such Product (for the sole benefit of Licensee, and otherwise in accordance with this Agreement) at or from home or when travelling.

4. Materials and Facilities to be Provided

- 4.1 In relation to the **CSD System**:
 - 4.1.1 One copy of the following by download: CSD 3D Graphics Search System and any additional modules listed in 3.1 above. Distribution on a standard physical medium is available on request, and with a corresponding surcharge.
 - 4.1.2 WebCSD and web accessible CSD tools and services. WebCSD can be accessed from any supported browser to server hosted by Licensor for Academic Institutions and Governmental Organisations.
- 5. Contact Details etc in Relation to Support
- 5.1 The Licensor contact details for Support requests are:

Email <u>Support@ccdc.cam.ac.uk</u> Phone: +44-1223-336022 CCDC Support 12 Union Road Cambridge CB2 1EZ UK

6. Financial Details

- 6.1 Licensee will pay a fee calculated as follows:
 - 6.1.1 For the Period the fee will be
 - 6.1.2 For subsequent Periods, the start date, end date and fee will be agreed between the Licensee and Licensor.
- 6.2 Licensee will pay the annual fees on or before the Effective Date or, if later, within the agreed payment period on Licensor's invoice.

7. Form of Acknowledgement

The form of acknowledgement shall be that specified at

http://www.ccdc.cam.ac.uk/support/product_references

from time to time, or at such other URL as Licensor may from time to time inform Licensee.

8. Special Terms

Licensee warrants that it is an Academic Institution or a Governmental Organisation, and is not an Industrial Organisation. Licensee also confirms that it will use reasonable efforts to ensure none of the CCDC software is used in conjunction with any commercial purposes without the express written permission of the CCDC.

AGREED BY LICENSOR AND LICENSEE

For Licensee

Signature:

Name:

Name:

Position:

EXECUTIVE DIRECTOR

Position:

For Licensee

Signature:

Name:

UCSD Library