DEKKER CONSORTIUM LICENSE

Dated: May 10, 2004

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CONSORTIUM INFORMATION:

Print Contact Name: [redacted]

Title: Electronic Resources Acquisitions Librarian

Name of Consortium/Bill To:

Phone: [redacted]

California Digital Library (CDL)

Fax: [redacted]

Science Library, University of California - Irvine

E-Mail: [redacted]

Irvine CA 92623-9556

Consortium Members:
(Full IP and Mailing Addresses should be listed in Schedule 1. Add additional sheets if necessary.)

Institution: University of California, Berkeley

Institution: University of California, Davis

Institution: University of California, Irvine

Institution: University of California, Riverside

Institution: University of California, Santa Barbara

Institution: University of California, Santa Cruz

Institution: University of California, San Diego

Institution: University of California, San Francisco

Reference No. (For Office Use Only):_____
Signed o Countersigned o

MARCEL DEKKER

1. KEY DEFINITIONS

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Agent	A third party appointed from time to time by the Consortium to act on the Consortium's behalf, who may undertake any or all of the obligations of the Consortium under this License, as agreed between the Consortium and the Agent.
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MARCEL DEKKER~~, INC.~~ AM

Signature: [redacted] Date: 5/17/04

Print Name: [redacted]

Position /Title: ~~Publisher~~ Mgr., Site Licensing

FOR THE CONSORTIUM: [FULL NAME]

[redacted]

Signature

[redacted]

Print Name Date: May 12, 2004

Position / Title: AUL Collections

[FOR CONSORTIUM MEMBER: [FULL NAME]

Signature

Print Name Date:

Position / Title:

[FOR CONSORTIUM MEMBER: [FULL NAME]

_____
Signature

_____
Print Name Date: _____

Position / Title: _____

[FOR CONSORTIUM MEMBER: [FULL NAME]

_____
Signature

_____
Print Name Date: _____

Position / Title: _____

[FOR CONSORTIUM MEMBER: [FULL NAME]

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Signature

_____
Print Name Date: _____

Position / Title: _____

[FOR CONSORTIUM MEMBER: [FULL NAME]

_____
Signature

_____
Print Name Date: _____

Position / Title: _____

[FOR CONSORTIUM MEMBER: [FULL NAME]

_____
Signature

_____

Print Name

Date: _____

Position / Title: _____

SCHEDULE 1

MEMBERS OF THE CONSORTIUM

AM

A schedule dated May 1, 2004, to the License dated May 10, 2004, between ***Marcel Dekker, ~~Inc.~~*** and the ***California Digital Library***.

List of Consortium Members and their addresses and Internet details, and a contact name at each

Institution	Address	Domain name	Contact name/tel/ fax/ e-mail
University of California Library Orders Division, Technical Services Dept. #6000 250 Moffitt Library UC Berkeley Berkeley, CA 94720-6000			[redacted]
UC Davis University Library One Shields Avenue University of California Davis, CA 95616			[redacted]
UC Irvine Acquisitions Dept. Univ of Calif., Irvine Science Library, 3rd Floor Irvine, CA 92623-9557			[redacted]
UC Los Angeles UCLA Acquisitions Dept./YRL A1581 Young Research Library Box 951575 Los Angeles, CA 90095-1575			
UC Riverside Technical Services/Acquisitions University Libraries University of California, Riverside 3401 Watkins Riverside, CA 92517			[redacted]
UC Santa Barbara			[redacted]

[redacted]
Davison Library
Acquisitions Department
University of California
Santa Barbara, CA 93106-9010

[redacted]
[redacted]du

UC Santa Cruz
Serials Section
University Library
University of California, Santa Cruz
1156 High St.
Santa Cruz, CA 95064

[redacted]

UC San Francisco
Resources Management
The Paul and Linda Klamanovitz
Library & Center for Knowledge Management
University of California, San Francisco
530 Parnassus Avenue, Room 106
Box 0840
San Francisco, CA 94143-0840

[redacted]

UC San Diego
Monographs
Acq. Dept., Library
University of California, San Diego
9500 Gilman Dr. 0175A
La Jolla, CA 92093

[redacted]

California Digital Library
Content Development Analyst
415 20th Street, 4th floor
Oakland, CA 94612

[redacted]

AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER, MARCEL DEKKER, ~~INC.~~ AM

[redacted]

Date: 5/17/04

Signature

MARCEL DEKKER

Print Name: [redacted]

Position /Title: ~~Publisher~~

FOR THE CONSORTIUM: [FULL NAME]

[redacted]

Signature

Date: May 12, 2004

[redacted]

Print Name

Position / Title: AUL Collections

SCHEDULE 2

LICENSED MATERIALS

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THE LICENSED MATERIALS

Title Format(s)

(Quotation attached in Excel file.)

List of Licensed Material, for each item list title, formats, delivery schedule) and Fee .

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FOR THE PUBLISHER: MARCEL DEKKER ~~INC.~~

[redacted] Date: 5/17/04

Signature

Print Name: [redacted]

Position /Title: ~~Publisher~~

FOR THE CONSORTIUM: CALIFORNIA DIGITAL LIBRARY

[redacted] Date: May 12, 2004

Signature

[redacted]

Print Name

Position / Title: AUL Collections

SCHEDULE 3

LIBRARY PREMISES OF EACH OF THE CONSORTIUM MEMBERS

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Class B Network: first two network numbers plus asterisks for host addresses, i.e.: 125.64..**
*Class C network: first three network numbers plus an asterisk for host address, i.e.: 125.64.133.**
Single station: all four numbers, i.e. 125.64.133.20; or ranges, i.e. 125.64.133.20-125.64.133.40

Library name & address	Domain name(s)	IP addresses/ranges
UC Berkley		[redacted]
UC Davis		[redacted]

UC Irvine

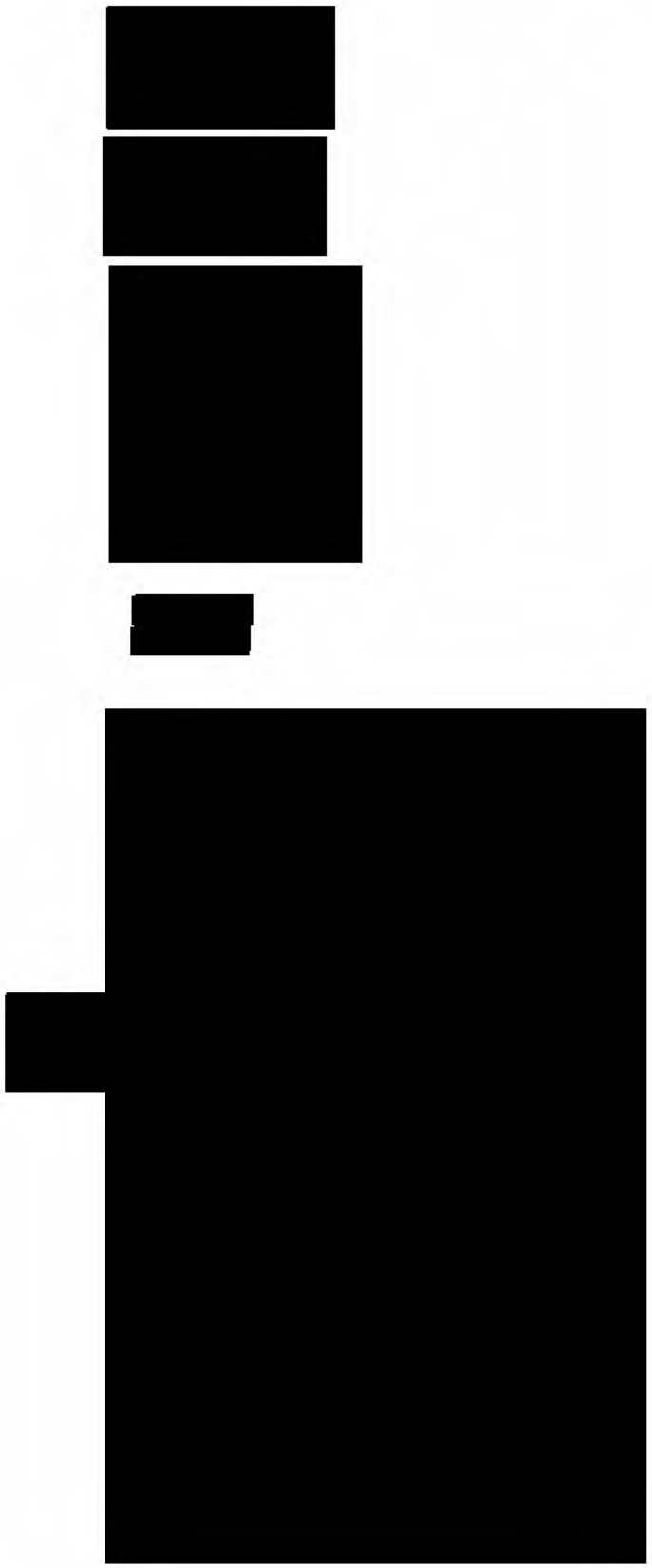
UC Riverside

UC San Francisco

UC Santa Barbara

UC Santa Cruz

UC San Diego



[redacted]

[redacted]

Network contact: Name: [redacted]

Telephone: [redacted] Fax: [redacted] E-mail [redacted]

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FOR THE PUBLISHER: MARCEL DEKKER, ~~INC.~~ AM

[redacted] Date: 5/17/04

Signature

Print Name: [redacted]

Position /Title: ~~Publisher~~ Mgr., Site Licensing

FOR THE CONSORTIUM: CALIFORNIA DIGITAL LIBRARY

[redacted] Date: May 12, 2004

Signature

[redacted]

Print Name

Position / Title: AUL Collections

CONSORTIUM LICENSE ADDENDUM

dated as of **March 20, 2003,** among

MARCEL DEKKER, INC.
a corporation with an office at 270 Madison Avenue, New York, New York 10016 ("Publisher"),

University of California, Los Angeles
Center for Health Sciences 12-077
10833 Le Conte Ave.
Los Angeles, CA 90095-1798
("UCLA")

and

California Digital Library
Geisel Library Building
University of California
9500 Gilman Drive
Lo Jolla, CA 92093-0175
("Licensee")

to the

Dekker Consortium License
("Agreement")
dated **March 11, 2002,**
between Publisher and Licensee.

The institution of the University of California, Los Angeles is hereby included as a Consortium Member, as defined in Clause 1 of the Agreement referenced above. UCLA is entitled to the rights and responsibilities and subject to the obligations set forth for the Consortium under the Agreement, a copy of which is attached hereto.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates set forth below.

University of California at Irvine,
on behalf of UCLA:

[redacted]
Signature

[redacted] AUL Collections
Print Name and Title

Dated: 4/2/03

PUBLISHER:

[redacted]
Chief Operating Officer

Dated: 3/24/03

MARCEL DEKKER

DEKKER CONSORTIUM LICENSE

Dated: March 11, 2002

This Agreement is made between Marcel Dekker, Inc., Licensing Department, 270 Madison Avenue, New York, New York 10016, USA (the "Publisher") e-mail: sitelicenses@dekker.com, fax: (212) 685-4540 and the Consortium (also referred to as "Licensee"), namely: California Digital Library, Office of the President, University of California, 1111 Franklin Street, 7th Floor, Oakland, CA 94607-5200.

CONSORTIUM INFORMATION:

Print Contact Name: [redacted]

Title: Applied Sciences Librarian

Name of Consortium/Bill To:

Phone: [redacted]

California Digital Library (CDL)

Fax:

Science Library, University of California - Irvine

E-Mail

Irvine CA 92623-9556

Consortium Members:
(Full IP and Mailing Addresses should be listed in Schedule 1. Add additional sheets if necessary.)

Institution: University of California, Berkeley

Institution: University of California, Davis

Institution: University of California, Irvine

Institution: University of California, Riverside

Institution: University of California, Santa Barbara

Institution: University of California, Santa Cruz

Institution: University of California, San Diego

Institution: University of California, San Francisco

Reference No. (For Office Use Only): _____
Signed ❑ Countersigned ❑

MARCEL DEKKER

1. KEY DEFINITIONS

1.1 In this License, the following terms shall have the following meanings:

Agent	A third party appointed from time to time by the Consortium to act on the Consortium's behalf, who may undertake any or all of the obligations of the Consortium under this License, as agreed between the Consortium and the Agent.
Authorized Users	Current Consortium Members of the faculty and other staff of Consortium Members (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at a Consortium Member's institution, who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users' offices and homes, halls of residence and student dormitories) and who have been issued by a Consortium Member with a password or other authentication together with other persons who are permitted to use a Consortium Member's library or information service and permitted to access the Secure Network but only from computer terminals within the Consortium Member's Library Premises.
Commercial Use	Use for the purposes of monetary reward (whether by or for the Consortium or a Consortium Member or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, neither recovery of direct costs by the Consortium or any Consortium Member from Authorized Users, nor use by the Consortium or a Consortium Member or by an Authorized User of the Licensed Materials in the course of research funded by a commercial organization, is deemed to be Commercial Use.
Course Packs	A collection or compilation of materials (e.g. book chapters, journal articles) assembled by a Consortium Member or staff of a Consortium Member for use by students in a class for the purposes of instruction.
Electronic Reserve	Electronic copies of materials (e.g. book chapters, journal articles) made and stored on the Secure Network by the Consortium or by a Consortium Member for use by students in connection with specific courses of instruction offered by a Consortium Member to its students.
Fee	The Fee set out in Schedule 2 or in new Schedules to this License which may be agreed by the parties from time to time, including shipping and handling fees as applicable. The Fee shall be exclusive of any sales, use, value added or similar taxes and the Consortium shall be liable for any such taxes in addition to the Fee.
Library Premises	The physical premises of the library or libraries operated by Consortium Members or by the Consortium, as specified in Schedule 3.
Licensed Materials	The electronic material as set out in Schedule 2 or in new Schedules to this License that may be agreed by the parties from time to time.
Consortium Member	A university, other educational institution or research organization that is in Consortium Membership of the Consortium and listed in Schedule 1, and which has agreed by virtue of its Consortium Membership to be bound by the terms and conditions of this License as if it were a party to it jointly with the Consortium.
Publisher's Representative	A third party appointed from time to time by the Publisher to act on the Publisher's behalf, who may execute this License on behalf of the Publisher and undertake any or all of the Publisher's obligations under this License, as agreed between the Publisher and the Publisher's Representative.
Secure Network	A network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorized Users approved by a Consortium Member whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Consortium Member.
Server	The server, either the Publisher's server or a third party server designated by the Publisher, on which the Licensed Materials are mounted and may be accessed.
Subscription Period	January 1, 2002 through December 31, 2004

2. **DESCRIPTION.** This License is applicable only to those sites and IP addresses listed in Schedule 1. For informational purposes, please note that different campuses are considered different sites even when located within the same city. The Consortium signatory(ies) to the License is/are acting on behalf of the Universities/Institutions described on Schedule 1 (the "Consortium Members"). The Consortium Members are entitled to the rights, responsibilities, and privileges as set forth for the Consortium under this License. Consortium agrees and represents that it has the agreement of all the Consortium Members to enter into this License and each Consortium Member accepts and agrees to the terms and conditions of this License as if the Consortium Member itself executed the same.

3. **AGREEMENT**

3.1 The Publisher agrees to grant to the Consortium, with a total of eight (8) campuses, the non-exclusive and non-transferable right, throughout the world, to give Consortium Members and Authorized Users access to the Licensed Materials via a Secure Network for the purposes of research, teaching and private study, subject to the terms and conditions of this License, and the Consortium agrees to pay the Fee. The Agent will be responsible for processing payment of the Fee (and will be entitled to receive any refund of the Fee) on behalf of the Consortium, unless notified otherwise, in which case the Fee will be paid by the Consortium directly to the Publisher. The eight UC campuses have full-text access to all 78 Dekker online journals.

3.2 Publisher will maintain the Fee quoted during the first calendar year of the Subscription Period. Publisher further agrees that Fee increases in subsequent years shall not exceed five (5%) over the preceding year's Fee. An additional increase in the Fee may apply if the number of pages in the Licensed Materials exceeds three (3%) percent over the preceding year. Publisher is not responsible for any fees owed by Consortium Members to the Consortium or for any refunds owed by the Consortium to its Consortium Members.

3.3 New Consortium Members may not be added without the written approval of the Publisher. New Consortium Members will be subject to all the terms and conditions of the License.

3.4 Subject to the governing rules of the Consortium, a Consortium Member may withdraw at any time from the Consortium, provided written notice is given to the Publisher, but withdrawal during a Subscription Period or a renewal thereof shall not entitle the Consortium or said Consortium Member to any fee rebate from the Publisher.

3.5 For each year this Agreement is in force, Consortium may cancel a maximum of seven (7) percent of its duplicate subscriptions.

3.6 Should Publisher add any online journals during the term of this Agreement, Consortium shall have access to any new journals without additional fees.

4. **USAGE RIGHTS**

4.1 The Consortium, subject to clause 5 below, may:

4.1.1 allow Authorized Users to remotely access to the Licensed Materials from the Server via the Secure Network.

4.1.2 provide Authorized Users with integrated access and an integrated author, article title[, abstract] and keyword index to the Licensed Material and all other similar material licensed from other publishers.

4.1.3 link between the Licensed Materials and the Consortium and/or Consortium Member's own indices, third party abstracting and indexing services and other information resources utilized by the Consortium and/or Consortium Members;

4.1.4 provide single printed or electronic copies of single articles at the request of individual Authorized Users, pursuant to Sections 107 and 108 of the 1976 Copyright Law, which outline the guidelines for fair use.

4.2 Authorized Users may, in accordance with the U.S. Copyright Law subject to clause 5 below:

4.2.1 search, view, retrieve and display the Licensed Materials and allow Authorized Users timed access, free of charge, to Publisher's materials other than the Licensed Materials.

4.2.2 print single copies of parts of the Licensed Materials, pursuant to sections 107 and 108 of the 1976 Copyright Law, which outline the guidelines for fair use.

4.2.3 distribute single copies of parts of the Licensed Materials to other Authorized Users, pursuant to sections 107 and 108 of the 1976 Copyright Law, which outline the guidelines for fair use.

4.3 Nothing in this License shall in any way exclude, modify or affect any of the Consortium's or any Member's rights under Copyright Revision Act 1976 as amended subsequently provided that such rights are exercised in accordance with Section 108 of the Act and with the guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines) and published in U.S. Copyright Office Circular 21.

5. PROHIBITED USES

5.1 Neither the Consortium nor any Consortium Member nor Authorized User may:

5.1.1 load the Licensed Materials on its server or anywhere else;

5.1.2 make back-up copies of the Licensed Materials, or make local electronic copies, whether temporary or permanent;

5.1.3 electronically save the Licensed Materials, except as specifically permitted by Publisher;

5.1.4 except as noted in paragraph 4, print the Licensed Materials or provide printed or electronic copies of the Licensed Materials to third parties;

5.1.5 remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;

5.1.6 except as noted in paragraph 4, make print or electronic copies of the whole or any part of the Licensed Materials for any purpose;

5.1.7 provide, by electronic means, to a user at another company or elsewhere, a retained electronic copy of any part of the Licensed Materials;

5.1.8 mount or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web;

5.1.9 use all or any part of the Licensed Materials for any Commercial Use, including internal training, other than as permitted above;

5.1.10 except as noted in paragraph 4, distribute the whole or any part of the Licensed Materials to anyone other than Authorized Users;

5.1.11 publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this License;

5.112 reproduce, transfer, publish, distribute, commercially use or display, broadcast, telecommunicate, sell, sublicense or provide a third party access to all or any part of the License Materials;

5.1.13 use all or any part of the Licensed Materials to develop or market a database, infobase, or other information resource for resale, reuse or sublicense, including using any part of the Licensed Materials to develop semantic or neural network software;

5.1.14 alter, abridge, adapt, modify, translate, modify or make a derivative work or make any other changes to the Licensed Materials. For the avoidance of doubt, no alteration of the words or their order is permitted.

6. INTERLIBRARY LOAN

6.1 The Consortium may, subject to clauses 4 and 5, supply to an Authorized User of another library within the same country as the Consortium for the purposes of research or private study and not for Commercial Use, a single paper copy of an electronic original of an individual document being part of the Licenses Materials.

6.2 Notwithstanding the provisions of clause 4, it is understood and agreed that neither the Consortium nor Authorized Users may provide, by electronic means, to a user at another library a copy of any part of the Licensed Materials for research or private study or otherwise.

6.3 Licensee agrees to maintain records respecting Licensee's use of Licensed Materials in such Inter-Library Lending and to provide such records to Publisher upon request.

7. COURSE PACKS

Licensee and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials.

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Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials. Licensee shall notify Publisher promptly of any unauthorized uses or copyright infringements of the Licensed Materials in any media, of which Licensee becomes aware. Each party shall use its best endeavors to safeguard the intellectual property, confidential information and proprietary rights of the other party.

9. DELIVERY

9.1 The Licensed Materials will be delivered in the standard Internet formats using HTML and Adobe Acrobat Reader PDF Format. Publisher shall provide Consortium, within fifteen (15) business days

from the Publisher's receipt of a signed License and of the Fee, with information sufficient to enable the Consortium to access the Licensed Materials. Publisher reserves the right to change these formats, as well as the access method, display or any other feature that may affect the manner in which Consortium Members and Authorized Users access and make use of the Licensed Materials, with 30 days advance notice to Consortium. It is the responsibility of the Consortium, Consortium Members, and the Authorized Users to establish and maintain Internet connections to the Licensed Materials; to provide and install suitable Web browsers, licenses for Adobe Acrobat, and any other software necessary to view the Licensed Materials.

9.2 Publisher shall use reasonable efforts to provide continuous availability of the Licensed Materials through the Internet. It is understood that availability will be subject to periodic interruption due to maintenance of the server(s), installation or testing of software, the loading of new information files, and downtime related to equipment or services outside the control of Publisher, including public and private telecommunications services and Internet nodes or facilities. Publisher shall use reasonable efforts to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service.

9.3 The Publisher reserves the right at any time to withdraw from the Licensed Materials any item or part of an item that it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher shall give written notice to the Licensee of such withdrawal.

9.4 Upon request by the Consortium, the Publisher agrees to make available to the Consortium usage data in a manner consistent with applicable privacy laws and the confidentiality requirements of both parties. Collection and analysis of data on the usage of the Licensed Materials will assist both the Publisher and the Consortium and Consortium Members to understand the impact of this License. The Publisher shall provide to the Consortium or facilitate the collection and provision to the Consortium and the Publisher by the Consortium or Consortium Members [or by the Agent] of usage data on the number of titles, of previews and of articles downloaded, by journal title and by Member, on an annual basis for the Publisher's and the Consortium's private internal use only.

10. ARCHIVING/PERPETUAL LICENSE

10.1 Notwithstanding anything else in this Agreement, Licensor hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

In the event this Agreement terminates because of expiration of the term set forth in Paragraph 14.2 and provided such termination is not due to a breach of the Agreement by the Licensee which the Licensee has failed to remedy, Publisher will provide to Licensee, at Licensee's request, continuing online archival access to that part of the Licensed Materials which was licensed prior to expiration of this Agreement. Licensee agrees to pay Publisher a service fee for such continuing access. The service fee for access during the first year after termination will be five percent (5%) of the Fee in the last year of the Agreement, decreasing by one percentage point (1%) each year until it reaches one percent (1%) where such Fee will remain for access in succeeding years. Access to and the use of any Licensed Materials after termination of this Agreement shall be subject to all other terms and conditions of this Agreement.

10.2 Publisher may make the online form of the Licensed Materials available through third-party service providers. To the extent that Publisher arranges for Licensee to have such access through third-party

services, Licensee shall be entitled during the term of this Agreement to access the Licensed Materials by means of such services without additional charges by Publisher, although the third-party provider may impose its own charges, which will be payable solely by Licensee. All such access to the Licensed Materials via a third-party provider is subject to this Agreement. Licensee shall also have the option to arrange for continuing online archival as provided in clause 10.2.

11. WARRANTY

11.1 THE LICENSED MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES AS TO THE ACCURACY OF OR COMPLETENESS OF THE LICENSED MATERIALS. IT IS LICENSEE'S ENTIRE RISK AS TO THE SELECTION, QUALITY AND PERFORMANCE OF THE LICENSED MATERIALS. NEITHER THE PUBLISHER, NOR ANY INDIVIDUAL OR OTHER PARTY INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE LICENSED MATERIALS SHALL BE LIABLE FOR ANY DAMAGES THAT RESULT FROM LICENSEE'S USE OF THE LICENSED MATERIALS SUCH AS LOST TIME, LOST PROFITS, COMPUTER PROBLEMS, OR OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR WHETHER SUCH DAMAGES ARE DEEMED TO RESULT FROM THE FAILURE OR INADEQUACY OF ANY EXCLUSIVE OR OTHER REMEDY.

11.2. The Publisher warrants to the Consortium that the Licensed Materials used as contemplated by this License do not infringe the copyright or any other proprietary or intellectual property rights of any person. IN NO CASE SHALL PUBLISHER'S LIABILITY EXCEED THE FEE PAID BY LICENSEE TO THE PUBLISHER UNDER THIS LICENSE IN RESPECT OF THE SUBSCRIPTION PERIOD DURING WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. REGARDLESS OF THE CAUSE OR FORM OF ACTION, THE LICENSEE MAY BRING NO ACTION ARISING FROM THIS LICENSE MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ARISES.

12. CONSORTIUM'S UNDERTAKINGS

12.1 The Consortium and each Consortium Member shall:

12.1.1 be solely responsible for arranging appropriate connection to the Internet and all costs associated therewith;

12.1.2 use reasonable endeavours to ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights in the Licensed Materials and of the sanctions which each Consortium Member imposes for failing to do so;

12.1.3 use reasonable endeavours to notify Authorized Users of the terms and conditions of this License and take steps to protect the Licensed Materials from unauthorized use or other breach of this License;

12.1.4 use reasonable endeavours to monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Publisher and take all reasonable and appropriate

steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;

12.1.5 issue passwords or other access information only to Authorized Users and use all reasonable endeavours to ensure that Authorized Users do not divulge their passwords or other access information to any third party;

12.1.6 provide the Publisher, within 30 days of the date of this Agreement, with information sufficient to enable the Publisher to provide access to the Licensed Material in accordance with its obligation under clause 9.1. Should the Consortium make any significant change to such information, it will notify the Publisher not less than ten (10) days before the change takes effect.

12.1.7 keep full and up-to-date records of all [Authorized Users and their access details][IP addresses] and provide the Publisher with details of such additions, deletions or other alterations to such records as are necessary to enable the Publisher to provide Authorized Users with access to the Licensed Materials as contemplated by this License;

12.1.8 use reasonable endeavors to ensure that only Authorized Users are permitted access to the Licensed Materials.

12.2 Licensee hereby acknowledges that the business of the Publisher is entirely dependent upon the Publisher's intellectual property rights in the Licensed Materials, and that any material and persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding paragraph 14 herein, this License shall immediately terminate; the Publisher shall be entitled to immediate injunctive relief and to terminate Licensee's access to the Licensed Materials without any rebate of the Fee and without prejudice to any other rights or remedies to which it may be entitled.

12.3 The Consortium agrees to indemnify, defend and hold the Publisher 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 Publisher related to or in any way connected with any use of the Licensed Materials by the Consortium, Consortium Members or Authorized Users or any failure by the Consortium to perform its obligations in relation to this License. Notwithstanding the preceding sentence, nothing in this License shall make the Consortium or any Consortium Member liable for breach of the terms of the License by any Authorized User provided that the Consortium and the Consortium Member did not cause, knowingly assist or condone the continuation of such breach to continue after becoming aware of an actual breach having occurred.

12.4 The Consortium shall, in consideration for the rights granted under this License, pay the Fee within thirty (30) days of signature and, if applicable, within thirty (30) days of receipt of invoice relating to each subsequent Subscription Period.

13. UNDERTAKINGS BY BOTH PARTIES

13.1 Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party. Neither party shall disclose the terms and conditions or the subject matter of this License (including, without limitation, the content of the Schedules, and the list of the Licensed Materials) or any other information about the other party's business to any third party without the prior written consent of the other. This provision shall survive the termination of this License, and any information obtained or received which comes within these restrictions shall remain confidential.

13.2 Consortium and Publisher agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by the Consortium, the Consortium Members and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Material and may only be provided to

third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

14. TERM AND TERMINATION

14.1 This License shall commence at the beginning of the Subscription Period and shall remain in effect for a period of three (3) years ("Initial Term"), and shall continue thereafter to be in effect unless terminated by either party by six (6) months' written notice to the other. However, this License shall not become effective until such time as Publisher receives payment of the Fee, a full list of Members and the IP addresses. This License shall remain in effect provided all applicable fees are paid and provided there has been no material breach of this License. If fees are not paid within thirty (30) days of invoice, this License will terminate unless other arrangements are made between the parties. In addition to automatic termination (unless all applicable fees are paid) as provided in the preceding sentences, this License shall be terminated:

14.1.1 if the Consortium defaults in making payment of the Fee as provided in this License and fails to remedy such default within thirty (30) days of notification in writing by the Publisher;

14.1.2 if the Publisher commits a material or persistent breach of any term of this License and fails to remedy the breach (if capable of remedy) within sixty (60) days of notification in writing by the Consortium;

14.1.3 if the Consortium commits a willful material and persistent breach of the Publisher's copyright or other intellectual property rights or of the provisions of clause 4 in respect of usage rights or of clause 5 in respect of prohibited uses;

14.1.4 if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

14.2 On termination all rights and obligations of the parties automatically terminate except for obligations in respect of Licensed Materials to which access continues to be permitted as provided in clause 10.

14.3 On termination of this License for cause, as specified in clauses 14.1.1 and 14.1.3, the Consortium shall immediately cease to distribute or make available the Licensed Materials to Authorized Users.

14.4 On termination of this License by the Consortium for cause, as specified in clause 14.1.2 above, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the Subscription Period.

15. GENERAL

15.1 This License constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this License, whether oral or written.

15.2 Alterations to this License and to the Schedules to this License are only valid if they are recorded in writing and signed by both parties.

15.3 Licensee may not assign this License to any other person or organization, nor may the Consortium or the Consortium Members sub-contract any of its obligations. However, either party may assign this License to any party or entity succeeding to all or part of the assets of Publisher, Consortium or Consortium Members, provided that Licensee give Publisher notice of any assignment it makes within thirty (30) days such assignment takes place. Licensee shall be liable for the Fee until such time as it provides such notice. Any act in derogation of the foregoing shall be null and void ab initio.

15.4 If rights in all or any part of the Licensed Materials are assigned to another publisher, the Publisher shall use its best endeavors to ensure that the terms and conditions of this License are maintained.

15.5 Any notice or other writing required or authorized by this License shall be in writing and shall be deemed effective when delivered in person, or, if mailed, by registered or certified mail, return receipt requested, in which case the notice shall be deemed effective three (3) business days after the date of deposit in the mails, postage prepaid, addressed to Publisher or Consortium in writing at the address set forth above. Any party may change the address to which such notices are to be addressed by notice in writing given to the other in accordance with the terms hereof.

15.6 Neither party's delay or failure to perform any provision of this License, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this License.

15.7 The invalidity or un-enforceability of any provision of this License shall not affect the continuation or enforceability of the remainder of this License.

15.8 Either party's waiver, or failure to require performance by the other, of any provision of this License will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

15.9 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.

INDEMINIFICATION: 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.

IN WITNESS WHEREOF, the parties have executed this License as of the dates set forth below.

MARCEL DEKKER, INC.

Signature [redacted] Date: 3/27/02

Print Name: [redacted]

Position /Title: Senior Vice President of Distribution, Marketing and Promotion

---

FOR THE CONSORTIUM: [FULL NAME]

Signature [redacted]

Print Name [redacted] Date: 4/5/02

Position / Title: Head, Collection Development, UCI

[FOR CONSORTIUM MEMBER: [FULL NAME]

Signature

Print Name Date: _____

Position / Title: _____

[FOR CONSORTIUM MEMBER: [FULL NAME]

Signature

Print Name Date: _____

Position / Title: _____

[FOR CONSORTIUM MEMBER: [FULL NAME]

_____
Signature

_____
Print Name Date: _____

Position / Title: _____

[FOR CONSORTIUM MEMBER: [FULL NAME]

_____
Signature

_____
Print Name Date: _____

Position / Title: _____

[FOR CONSORTIUM MEMBER: [FULL NAME]

_____
Signature

_____
Print Name Date: _____

Position / Title: _____

[FOR CONSORTIUM MEMBER: [FULL NAME]

_____
Signature

_____
Print Name Date: _____

Position / Title: _____

SCHEDULE 1

MEMBERS OF THE CONSORTIUM

A schedule dated [date] to the License dated [date] between ***Marcel Dekker, Inc.*** and [Consortium]

List of Consortium Members and their addresses and Internet details, and a contact name at each

Institution	Address	Domain name	Contact name/tel/ fax/ e-mail
Orders Division, Technical Services Dept. 250 Moffitt Library UC Berkeley Berkeley, CA 94720-6000			[redacted]
Serials Records Section University Library University of California Davis, CA 95616-5292			
Head of Acquisitions Dept. UC Irvine Libraries P.O. Box 19557 Irvine, CA 92623-9557			
Head of Acquisitions Dept. University of California Science Library P.O. Box 5900 Riverside, CA 92517-5900			[redacted]
Head of Serials University of California Santa Barbara, CA 93106			
Serials, McHenry Library UC Santa Cruz Santa Cruz, CA 95064			

Coordinator, Resources Management
The Library & Center for Knowledge Management
University of California, San Francisco
San Francisco, CA 94143-0840

[redacted]

Electronic Resources Unit
Acq. Dept., Library
University of California, San Diego
9500 Gilman Dr. 0175A
La Jolla, CA 92093

California Digital Library
Content Development Analyst
415 20th Street, 4th floor
Oakland, CA 94612

[redacted]

AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER: MARCEL DEKKER, INC.

[redacted]

Print Name: [redacted]

Position /Title: Senior Vice President of Distribution, Marketing and Promotion

FOR THE CONSORTIUM: [FULL NAME]

[redacted]

Print Name

Position / Title: Head, Collection Development, UCI

MARCEL DEKKER

3/25/01

SCHEDULE 2

LICENSED MATERIALS, [SUBSCRIPTION PERIOD] AND ACCESS METHOD

A schedule dated March 11, 2002 to the License dated March 11, 2002 between ***Marcel Dekker, Inc.*** and ***California Digital Library.***

THE LICENSED MATERIALS

Title	**[Subscription Period]**	**Format**	**Delivery Schedule**	**Fee**

(Quotation attached in Excel file.)

List of Licensed Material, for each item list title, [initial Subscription Period, including, where relevant, the start date and end date,] format, delivery schedule (if applicable) and Fee [for the initial Subscription Period]. If back files are provided free of charge as part of the License, these should be listed specifically.

ACCESS METHOD

☐ Authentication via User ID/password and IP Address
☑ Authentication via IP address

IN WITNESS WHEREOF, the parties have executed this License as of the dates set forth below.

[redacted]**ER, INC.**

Signature Date: 3/18/02

Print Name: [redacted]

Position /Title: Senior Vice President of Distribution, Marketing and Promotion

FOR THE CONSORTIUM: CALIFORNIA DIGITAL LIBRARY

[redacted]

Signature

[redacted]

Print Name

Position / Title: Head, Collection Development UCI

MARCEL DEKKER

SCHEDULE 3

LIBRARY PREMISES OF EACH OF THE CONSORTIUM MEMBERS

A schedule dated [date] to the License dated [date] between ***Marcel Dekker, Inc.*** and ***California Digital Library.***

List of addresses of all Consortium Members' Library Premises, Domain Name(s) and IP addresses and/or ranges:
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Library name & address	**Domain name(s)**	**IP addresses/ranges**
UC Berkley		[redacted]
UC Davis		

UC Irvine

UC Riverside

UC San Francisco

UC Santa Barbara

UC Santa Cruz

UC San Diego

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International Journal Of Food Properties				
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Journal Of Cardiovascular Magnetic Resonance				
Journal Of Liposome Research				
Journal Of Toxicology Cutaneous And Ocular Toxicology				
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Dekker Subscriptions for UC Davis

Journal Title	Value of Content	Number of Subscriptions	Total value of Content	Site License Fee
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Analytical Letters				
Animal Biotechnology				
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Artificial Cells, Blood Substitutes, And Immobilization Biotechnology				
Catalysis Reviews				
Communications In Algebra				
Communications In Partial Differential Equations				
Communications In Soil Science And Plant Analysis				
Communications In Statistics Theory And Methods				
Dance Chronicle				
Drug Metabolism Reviews				
Econometric Reviews				
Food Biotechnology				
Fullerene Science And Technology				
Journal Of Carbohydrate Chemistry				
Journal Of Environmental Science And Health, Part A- Toxic/hazardous Substances and Environmental Engineering				
Journal Of Environmental Science And Health, Part B- Pesticides, Food Contaminants, and Agricultural Wastes				
Journal Of Environmental Science And Health, Part C- Environmental Carcinogenesis & Ecotoxicology Reviews				
Journal Of Liquid Chromatography & Related Technologies				
Journal Of Macromolecular Science, Part A- Pure And Applied Chemistry				
Journal Of Macromolecular Science, Part B- Physics				
Journal Of Plant Nutrition				
Journal Of Toxicology Clinical Toxicology				
Materials And Manufacturing Processes				
Polymer Reaction Engineering				
Preparative Biochemistry & Biotechnology				
Renal Failure				
Separation And Purification Methods				
Separation Science And Technology				
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Synthesis And Reactivity In Inorganic And Metal-organic Chemistry				
Synthetic Communications				
		TOTA	[redacted]	

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Analytical Letters			
Applied Spectroscopy Reviews			
Catalysis Reviews			
Chronobiology International			
Communications In Algebra			
Communications In Partial Differential Equations			
Communications In Soil Science And Plant Analysis			
Drug And Chemical Toxicology			
Econometric Reviews			
Food Biotechnology			
Food Reviews International			
Journal Of Carbohydrate Chemistry			
Journal Of Dispersion Science And Technology			
Journal Of Environmental Science And Health, Part A- Toxic/hazardous Substances and Environmental Engineering			
Journal Of Environmental Science And Health, Part B- Pesticides, Food Contaminants, and Agricultural Wastes			
Journal Of Environmental Science And Health, Part C- Environmental Carcinogenesis & Ecotoxicology Reviews			
Journal Of Liquid Chromatography & Related Technologies			
Journal Of Macromolecular Science, Part A- Pure And Applied Chemistry			
Journal Of Macromolecular Science, Part B- Physics			
Journal Of Macromolecular Science, Part C- Polymer Reviews			
Journal Of Plant Nutrition			
Journal Of Receptor And Signal Transduction Research			
Journal Of Toxicology Clinical Toxicology			
Journal Of Trace And Microprobe Techniques			
Machining Science And Technology			
Materials And Manufacturing Processes			
Nucleosides, Nucleotides & Nucleic Acids			
Petroleum Science And Technology Formerly Fuel Science And Technology International			
Polymer-plastics Technology And Engineering			
Separation And Purification Methods			
Sequential Analysis			
Solvent Extraction And Ion Exchange			
Stochastic Analysis And Applications			
Substance Use & Misuse			
Synthesis And Reactivity In Inorganic And Metal-organic Chemistry			
Synthetic Communications			
TOTA			

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Artificial Cells, Blood Substitutes, And Immobilization Biotechnology				
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Communications In Partial Differential Equations				
Communications In Statistics Theory And Methods				
Dance Chronicle				
Endocrine Research				
Econometric Reviews				
Immunological Investigations				
Journal Of Asthma				
Journal Of Carbohydrate Chemistry				
Journal Of Immunoassay And Immunochemistry				
Journal Of Receptor And Signal Transduction Research				
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Renal Failure				
Sequential Analysis				
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Synthetic Communications				

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Catalysis Reviews				
Communications In Algebra				
Communications In Soil Science And Plant Analysis				
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Communications In Statistics: Simulation And Computation				
Dance Chronicle				
Endocrine Research				
Journal Of Environmental Science And Health, Part A- Toxic/hazardous Substances and Environmental Engineering				
Journal Of Environmental Science And Health, Part B- Pesticides, Food Contaminants and Agricultural Wastes				
Journal Of Environmental Science And Health, Part C- Environmental Carcinogenesis & Ecotoxicology Reviews				
Journal Of Liquid Chromatography & Related Technologies				
Journal Of Plant Nutrition				
Journal Of Receptor And Signal Transduction Research				
Nucleosides, Nucleotides & Nucleic Acids				
Preparative Biochemistry & Biotechnology				
Spectroscopy Letters				
Stochastic Analysis And Applications				
Synthetic Communications				

Dekker Subscriptions for UC San Diego

Journal Title	Value of Content	Number of Subscriptions	Total value of Content	Site License
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Analytical Letters				
Cancer Investigation				
Catalysis Reviews				
Chronobiology International				
Communications In Algebra				
Communications In Partial Differential Equations				
Communications In Statistics Theory And Methods				
Communications In Statistics: Simulation And Computation				
Econometric Reviews				
Journal Of Liquid Chromatography & Related Technologies				
Journal Of Macromolecular Science, Part A- Pure And Applied Chem				
Journal Of Macromolecular Science, Part B- Physics				
Journal Of Macromolecular Science, Part C- Polymer Reviews				
Journal Of Receptor And Signal Transduction Research				
Journal Of Toxicology Clinical Toxicology				
Separation And Purification Methods				
Spectroscopy Letters				
Stochastic Analysis And Applications				
Substance Use & Misuse				
Synthetic Communications				

Dekker Subscriptions for UC San Francisco

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Cancer Investigation				
Clinical And Experimental Hypertension				
Endocrine Research				
Hypertension In Pregnancy				
Immunological Investigations				
Immunopharmacology And Immunotoxicology				
Journal Of Asthma				
Journal Of Carbohydrate Chemistry				
Journal Of Liquid Chromatography & Related Technologies				
Journal Of Receptor And Signal Transduction Research				
Journal Of Toxicology Clinical Toxicology				
Nucleosides, Nucleotides & Nucleic Acids				
Substance Use & Misuse				
Synthetic Communications				

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American Journal Of Drug And Alcohol Abuse	[redacted]			
Catalysis Reviews				
Communications In Algebra				
Communications In Partial Differential Equations				
Communications In Soil Science And Plant Analysis				
Communications In Statistics Theory And Methods				
Communications In Statistics: Simulation And Computation				
Dance Chronicle				
Econometric Reviews				
Fullerene Science And Technology				
Journal Of Carbohydrate Chemistry				
Journal Of Environmental Science And Health, Part A- Toxic/hazardo Substances and Environmental Engineering				
Journal Of Environmental Science And Health, Part B- Pesticides, Fo Contaminants, and Agricultural Wastes				
Journal Of Receptor And Signal Transduction Research				
Nucleosides, Nucleotides & Nucleic Acids				
Polymer-plastics Technology And Engineering				
Preparative Biochemistry & Biotechnology				
Separation And Purification Methods				
Separation Science And Technology				
Sequential Analysis				
Solvent Extraction And Ion Exchange				
Stochastic Models				
Synthetic Communications				

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Communications In Statistics: Simulation And Computation				
Dance Chronicle				