

Schedule IA: Consortium & Site Contact Information Sheet

New Consortium ___ New Site for Existing Consortium x Change in Previous Info ___

Full Consortium Name: University of California/ California Digital Library **Acronym:** UC/CDL

Consortium Contact Name: _____ E-mail: _____
Phone: _____ Fax: _____

Billing Contact Name: _____ E-mail: _____
Phone: _____ Fax: _____

Access starts with content year: Davis: 2000

Content Access: All Titles X Subset _____ (list on separate page)

Number of Sites in Consortium: 11 (8 + UCB in 1999 and UCD, UCR in 2000)

Site Name: University of California, Davis _____

Address Line 1: Serials Records Section, University Library _____

Address Line 2: University of California, Davis _____
City: Davis _____ State: CA _____ Zip: 95616-5292

Technical Contact Name: _____ E-mail: _____
Phone: _____ Fax: _____

User Contact Name: _____ E-mail: _____
Phone: _____ Fax: _____

IP Addresses:

Subscription Agent(s): EBSCO, Blackwell's _____

No. of Fulltime Faculty 1276 ___ Graduate Students/Researchers 7491 ___ Undergrads 19,099 ___



**SCHEDULE 1A
UNIVERSITY OF CALIFORNIA**

December 11, 1997

University of California, Irvine
University Libraries
PO Box 19557
Irvine, CA 92623-9557

University of California, San Francisco
Library and Center for Knowledge
Management
530 Parnassus Avenue
San Francisco, CA 94143-0840

University of California, Santa Cruz
McHenry Library
Santa Cruz, CA 95064

University of California, Los Angeles
UCLA Libraries
Box 951575
Los Angeles, CA 90095-1575

University of California, Santa Barbara
Davidson Library
Santa Barbara, CA 93106

University of California
Office of the President
1111 Franklin St.
Oakland, CA 94607-5200

Additional Site - June 2, 1998

Lawrence Livermore National Laboratory
Library
7000 East Avenue
PO Box 5500
Livermore, CA 94550-0610

Additional Site - September 2, 1998

Lawrence Berkeley National Laboratory
Library MS 50B-4206
Berkeley, CA 94720

Additional Site - February 3, 1999

University of California, San Diego
University Library
9500 Gilman Drive
La Jolla, CA 92093-0175

Additional Site - October 15, 1999

University of California, Berkeley
Order Division, 250 Moffitt Library
Berkeley, CA 94720

Additional Sites - January 1, 2000

University of California, Davis
Serials Records Section, University Library
Davis, CA 95616

University of California, Riverside
University Library
Technical Services / Acquisitions
PO Box 5900
Riverside, CA 92517

Bay

Academic Press / IDEAL
 Schedule 1B
 List of Print Journals

UNIV CALIFORNIA DAVIS: 1996 Subscriptions at 1999 Prices

Revised by UCD 7/27/99

	Price per Subscription (£)	Price per Subscription (US\$)	No. of Subscriptions	Title Total (US\$)
Advances in Applied Mathematics			1	
Advances in Mathematics			1	
Anaerobe			1	
Analytical Biochemistry			2	
Animal Behaviour			2	
Annals of Botany			1	
Annals of Physics			1	
Appetite			1	
Applied and Computational Harmonic Analysis			1	
Archives of Biochemistry and Biophysics			2	
Atomic Data and Nuclear Data Tables			1	
Biochemical and Biophysical Research Communicatio			2	
Biochemical and Molecular Medicine			1	
Biological Control			1	
Biological Journal of the Linnean Society			1	
Bioorganic Chemistry			1	
Blood Cells, Molecules and Diseases			1	
Botanical Journal of the Linnean Society			1	
Brain and Cognition			1	
Brain and Language			1	
Brain, Behavior and Immunity			1	
Cell Biology International			2	
Cellular Immunology			1	
Cladistics			1	
Clinical Immunology and Immunopathology			1	
Cognitive Psychology			1	
Computer Speech & Language			1	
Computer Vision and Image Understanding			1	
Consciousness and Cognition			1	
Contemporary Educational Psychology			1	
Cretaceous Research			1	
Cryobiology			1	
Cytokine			1	
Developmental Biology			2	
Developmental Review			1	
Ecotoxicology and Environmental Safety			1	
Environmental Research			1	
Estuarine, Coastal and Shelf Science			1	
Experimental Neurology			1	
Experimental Cell Research			1	
Experimental Eye Research			1	
Experimental Parasitology			1	
Explorations in Economic History			1	
Finite Fields and Their Applications			1	
Fish and Shellfish Immunology			1	
Food Microbiology			1	
Food Science & Technology/L.W.T.			1	
Frontiers In Neuroendocrinology			1	
Fungal Genetics and Biology			1	
Games and Economic Behavior			1	
General and Comparative Endocrinology			1	
Genomics			2	
Graphical Models and Image Processing			1	
Gynecologic Oncology			1	
Historia Mathematica			1	
Hormones and Behavior			1	
Icarus			1	
ICES Journal of Marine Science			1	
Information and Computation			1	
International Journal of Human Computer Studies			1	
International Journal of the Sociology of Law			1	
Journal of Adolescence			1	
Journal of Agricultural Engineering Research			1	
Journal of Algebra			1	
Journal of Algorithms			1	
Journal of Anthropological Archaeology			1	
Journal of Approximation Theory			1	
Journal of Archaeological Science			1	
Journal of Arid Environments			1	
Journal of Autoimmunity			1	
Journal of Catalysis			1	
Journal of Cereal Science			1	
Journal of Colloid and Interface Science			1	
Journal of Comparative Economics			1	
Journal of Computational Physics			1	
Journal of Computer and System Sciences			1	
Journal of Differential Equations			1	

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**Academic Press 1999 APPEAL Electronic License Fees
Schedule 2A**

Date: 13-Oct-99
 AP Contact:
 Consortium: University of California, Davis
 Contact:

	TOTAL	UC Davis
<p align="right">1996</p> <p>1999 BASE PRICE (a) 1999 Base Price (BP)</p> <p>1999 & 2000 LICENSE PREMIUM (b) License Premium for e-Access to 1999 Volumes: of Base Price if 1999 print has already been renewed at 100%</p> <p>(c) License Premium for e-Access to 2000 Volumes: (b) + if 2000 print has already been renewed at 100%</p>	[Text deleted]	
<p>1999 LICENSE FEE License Fee = % of Base Price (d) License Fee for e-Access to 1999 Volumes</p> <p>2000 LICENSE FEE: 1999 License Fee (d) +</p>		
<p>OPTIONAL PRINT SUBSCRIPTIONS IN 2001 AND LATER Licensees are entitled to order print copies of 2001 journals and those of subsequent years of this agreement at the Deep Discount Prices (DDP) then prevailing. It is the Licensee's responsibility to remind subscription agents that they are entitled to the DDP.</p>		
<p>BACKFILES: One-Time License Fee = % of 2000 License Fee:</p> <p>(e) 1999 Volumes (f) 1998 Volumes (g) 1997 Volumes (h) 1996 Volumes (i) 1996-1999 Volumes (k) 1995 Volumes (available Fall 1999) (l) 1994 Volumes (available Fall 1999) (m) 1993 Volumes (available Fall 1999) (n) 1993-1999 Volumes</p>		
<p>Total Due: 2000 Premium (c)</p>		

LP: UCD002A2.xls, 13 October 1999

Boff

Academic Press / IDEAL ®
Schedule III / USA and Canada

2000 DEEP DISCOUNT PRICES (DDP) FOR SUBSCRIPTIONS for Academic Press journals published in the UK and US.

U.K. conversion rate:

1.65	Print ISSN	#	2000 - \$ US Jnls	2000 - £ UK Jnls	2000 - \$ All Jnls	2000 - \$ US Jnls	2000 - £ UK Jnls	2000 - \$ All Jnls	2000 Issues/Yr
Journal Title				-----Full Price-----			-----DDP-----		
Advances in Applied Mathematics	0196-8858	1							8
Advances in Mathematics	0001-8708	1							16
Anaerobe	1075-9964	1							6
Analytical Biochemistry	0003-2697	1							22
Animal Behaviour	0003-3472	1							12
Annals of Botany	0305-7364	1							12
Annals of Physics	0003-4916	1							16
Appetite	0195-6663	1							6
Applied and Computational Harmonic Analysis	1063-5203	1							6
Archives of Biochemistry and Biophysics	0003-9861	1							24
Atomic Data and Nuclear Data Tables	0092-640X	1							6
Biochemical and Biophysical Research Communications	0006-291X	1							39
Biological Control	1049-9644	1							9
Biological Journal of the Linnean Society	0024-4066	1							12
Biologicals	1045-1056	1							4
Bioorganic Chemistry	0045-2068	1							6
Blood Cells, Molecules and Diseases	1079-9796	1							6
Botanical Journal of the Linnean Society	0024-4074	1							12
Brain and Cognition	0278-2626	1							9
Brain and Language	0093-934X	1							15
Brain, Behavior, and Immunity	0889-1591	1							4
British Accounting Review, The	0890-8389	1							4
Bulletin of Mathematical Biology	0092-8240	1							6
Cell Biology International	1065-6995	1							12
Cellular Immunology	0008-8749	1							16
Cladistics	0748-3007	1							4
Clinical Immunology	1521-6616	1							12
Cognitive Psychology	0010-0285	1							8
Computer Speech & Language	0885-2308	1							4
Computer Vision and Image Understanding	1077-3142	1							12
Computers and Biomedical Research	0010-4809	1							6
Consciousness and Cognition	1053-8100	1							4
Contemporary Educational Psychology	0361-476X	1							4
Cretaceous Research	0195-6671	1							6
Critical Perspectives on Accounting	1045-2354	1							6
Cryobiology	0011-2240	1							8
Cytokine	1043-4666	1							12
Developmental Biology	0012-1606	1							24
Developmental Review	0273-2297	1							4
Digital Signal Processing: A Review Journal	1051-2004	1							4
Ecotoxicology and Environmental Safety	0147-6513	1							9
Environmental Research	0013-9351	1							9
Epilepsy and Behavior	1525-5069	1							6
Estuarine, Coastal and Shelf Science	0272-7714	1							12
European Journal of Combinatorics	0195-6698	1							8
Experimental Cell Research	0014-4827	1							16
Experimental and Molecular Pathology	0014-4800	1							6
Experimental Eye Research	0014-4835	1							12
Experimental Neurology	0014-4886	1							12
Experimental Parasitology	0014-4894	1							12
Explorations in Economic History	0014-4983	1							4

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Schedule III / USA and Canada

2000 DEEP DISCOUNT PRICES (DDP) FOR SUBSCRIPTIONS for Academic Press journals published in the UK and US.

U.K. conversion rate:

1.65	Print ISSN	#	2000 - \$	2000 - £	2000 - \$	2000 - \$	2000 - £	2000 - \$	2000
			US Jnls	UK Jnls	All Jnls	US Jnls	UK Jnls	All Jnls	Issues/Yr
Journal Title			-----Full Price-----			-----DDP-----			
	1071-5797	1							4
Finite Fields and Their Applications	1071-5797	1							4
Fish and Shellfish Immunology	1050-4648	1							8
Food Microbiology	0740-0020	1							6
Food Science & Technology/Technologie und Lebensmittel-Wissenschaft	0023-6438	1							8
Frontiers in Neuroendocrinology	0091-3022	1							4
Fungal Genetics and Biology	1087-1845	1							9
Games and Economic Behavior	0899-8256	1							8
General and Comparative Endocrinology	0016-6480	1							12
Genomics	0888-7543	1							24
Graphical Models and Image Processing	1077-3169	1							6
Gynecologic Oncology	0090-8258	1							12
Historia Mathematica	0315-0860	1							4
Hormones and Behavior	0018-506X	1							8
Icarus	0019-1035	1							12
Information and Computation	0890-5401	1							16
International Info & Library Review	1057-2317	1							4
International Journal of Human-Computer Studies	1071-5819	1							12
International Journal of Nautical Archaeology, The	1057-2414	1							4
International Journal of the Sociology of Law	0194-6595	1							4
Journal of Adolescence	0140-1971	1							6
Journal of Agricultural Engineering Research	0021-8634	1							12
Journal of Algebra	0021-8693	1							24
Journal of Algorithms	0196-6774	1							8
Journal of Anthropological Archaeology	0278-4165	1							4
Journal of Approximation Theory	0021-9045	1							12
Journal of Archaeological Science	0305-4403	1							12
Journal of Arid Environments	0140-1963	1							12
Journal of Autoimmunity	0896-8411	1							8
Journal of Catalysis	0021-9517	1							16
Journal of Cereal Science	0733-5210	1							6
Journal of Chemical Thermodynamics	0021-9614	1							12
Journal of Colloid and Interface Science	0021-9797	1							24
Journal of Combinatorial Theory, Series A	0097-3165	1							8
Journal of Combinatorial Theory, Series B	0095-8956	1							6
Journal of Comparative Economics	0147-5967	1							4
Journal of Complexity	0885-064X	1							4
Journal of Computational Physics	0021-9991	1							18
Journal of Computer & System Sciences	0022-0000	1							6
Journal of Differential Equations	0022-0396	1							18
Journal of Economic Theory	0022-0531	1							12
Journal of Environmental Economics and Management	0095-0696	1							6
Journal of Environmental Management	0301-4797	1							12
Journal of Environmental Psychology	0272-4944	1							4
Journal of Experimental Child Psychology	0022-0965	1							12
Journal of Experimental Social Psychology	0022-1031	1							6
Journal of Financial Intermediation	1042-9573	1							4
Journal of Fish Biology	0022-1112	1							12
Journal of Fluids and Structures	0889-9746	1							8
Journal of Food Composition and Analysis	0889-1575	1							6
Journal of Functional Analysis	0022-1236	1							18
Journal of Historical Geography	0305-7488	1							4
Journal of Housing Economics	1051-1377	1							4

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Schedule III / USA and Canada

2000 DEEP DISCOUNT PRICES (DDP) FOR SUBSCRIPTIONS for Academic Press journals published in the UK and US.

U.K. conversion rate:

1.65	Print ISSN	#	2000 - \$ US Jnls	2000 - £ UK Jnls	2000 - \$ All Jnls	2000 - \$ US Jnls	2000 - £ UK Jnls	2000 - \$ All Jnls	2000 Issues/Yr
	Journal Title		-----Full Price-----			-----DDP-----			
	Journal of Human Evolution	0047-2484	1						12
	Journal of Invertebrate Pathology	0022-2011	1						8
	Journal of the Japanese and International Economics	0889-1583	1						4
	Journal of Magnetic Resonance	1090-7807	1						12
	Journal of Marine Science	1054-3139	1						6
	Journal of Mathematical Analysis and Application	0022-247X	1						24
	Journal of Mathematical Psychology	0022-2496	1						4
	Journal of Memory and Language	0749-596X	1						8
	Journal of Molecular and Cellular Cardiology	0022-2828	1						12
	Journal of Molecular Biology	0022-2836	1						50
	Journal of Molecular Spectroscopy	0022-2852	1						12
	Journal of Multivariate Analysis	0047-259X	1						8
	Journal of Network and Computer Applications	1084-8045	1						4
	Journal of Number Theory	0022-314X	1						12
	Journal of Parallel and Distributed Computing	0743-7315	1						12
	Journal of Phonetics	0095-4470	1						4
	Journal of Research in Personality	0092-6566	1						4
	Journal of Solid State Chemistry	0022-4596	1						14
	Journal of Sound and Vibration	0022-460X	1						50
	Journal of Structural Biology	1047-8477	1						12
	Journal of Surgical Research	0022-4804	1						14
	Journal of Symbolic Computation	0747-7171	1						12
	Journal of Theoretical Biology	0022-5193	1						24
	Journal of Urban Economics	0094-1190	1						6
	Journal of Visual Communication and Image Representation	1047-3203	1						4
	Journal of Visual Languages and Computing	1045-926X	1						6
	Journal of Vocational Behavior	0001-8791	1						6
	Learning and Motivation	0023-9690	1						4
	Lichenologist, The	0024-2829	1						6
	Management Accounting Research	1044-5005	1						4
	Mechanical Systems and Signal Processing	0888-3270	1						6
	Metabolic Engineering	1096-7176	1						4
	Methods	1046-2023	1						12
	Microbial Pathogenesis	0882-4010	1						12
	Microvascular Research	0026-2862	1						6
	Molecular and Cellular Neuroscience	1044-7431	1						12
	Molecular and Cellular Probes	0890-8508	1						6
	Molecular Cell Biology Research Communications	1522-4724	1						
	Molecular Genetics and Metabolism	1096-7192	1						12
	Molecular Phylogenetics & Evolution	1055-7903	1						12
	Molecular Therapy	1525-0016	1						12
	Neurobiology of Disease	0969-9961	1						6
	Neurobiology of Learning & Memory	1074-7427	1						6
	NeuroImage	1053-8119	1						12
	Nitric Oxide	1089-8603	1						6
	Nuclear Data Sheets	0090-3752	1						12
	Optical Fiber Technology	1068-5200	1						4
	Organizational Behavior and Human Decision Processes	0749-5978	1						6
	Pesticide Biochemistry and Physiology	0048-3575	1						9
	Pharmacological Research	1043-6618	1						12
	Physiological and Molecular Plant Pathology	0885-5765	1						12
	Plasmid	0147-619X	1						6

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Schedule III / USA and Canada

2000 DEEP DISCOUNT PRICES (DDP) FOR SUBSCRIPTIONS for Academic Press journals published in the UK and US.

U.K. conversion rate:

1.65	Print		2000 - \$	2000 - £	2000 - \$	2000 - \$	2000 - £	2000 - \$	2000
	ISSN	#	US Jnls	UK Jnls	All Jnls	US Jnls	UK Jnls	All Jnls	Issues/Yr
Journal Title			-----Full Price-----			-----DDP-----			
Preventive Medicine	0091-7435	1							12
Protein Expression and Purification	1046-5928	1							9
Pulmonary Pharmacology and Therapeutics	1094-5539	1							6
Quaternary Research	0033-5894	1							6
Real-Time Imaging	1077-2014	1							6
Regulatory Toxicology and Pharmacology	0273-2300	1							6
Religion	0048-721X	1							4
Research in Economics	1090-9443	1							4
Review of Economic Dynamics	1094-2025	1							4
Seminars in Cancer Biology	1044-579X	1							6
Seminars in Cell and Developmental Biology	1084-9521	1							6
Seminars in Immunology	1044-5323	1							6
Seminars in Neuroscience	1044-5765	1							6
Seminars in Virology	1044-5773	1							6
Social Science Research	0049-089X	1							4
Solid State Nuclear Magnetic Resonance	0926-2040	1							
Superlattices and Microstructures	0749-6036	1							12
Theoretical Population Biology	0040-5809	1							8
Toxicology and Applied Pharmacology	0041-008X	1							24
Virology	0042-6822	1							26
Zoological Journal of the Linnean Society	0024-4082	1							12
Totals:		176							1721

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ACADEMIC PRESS PRINT AND ELECTRONIC ACCESS LICENSE (APPEAL)

This Agreement is entered into this 11 day of December, ¹⁹⁹⁷ ~~1996~~ by and between Academic Press, a Division of Harcourt Brace & Company, with offices at 525 B Street, Suite 1900, San Diego, CA 92101-4495, its affiliate Academic Press Ltd. (London) (collectively, Publisher) and the University of California, with its principal offices at 300 Lakeside Drive, Oakland, CA 94612-3550 (Consortium).

WHEREAS, Consortium is a university of higher education and is the duly authorized agent and representative for its members listed on Schedule IA (Licensees); and

WHEREAS, Licensees presently subscribe to Publications of Publisher in print form listed on Schedule IB hereto (Publications); and

WHEREAS, Publications are also available in digital form online through Publisher's *International Digital Electronic Access Library* (IDEAL) Service commencing with issues published in 1996; and

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WHEREAS, Publisher is willing to provide such online access and print subscriptions to Licensees on the terms and conditions set forth in this Agreement.

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2.1 *PUBLISHER'S RESPONSIBILITIES.* Publisher shall:

make issues of Publications (commencing with issues published as part of 1997 subscriptions) available online via the Internet at one or more servers maintained by Publisher;

make Publications available online in Adobe Acrobat Portable Document Format (PDF) for the full text with article headers and abstracts in SGML/HTML form (with Publisher reserving the right to change formats on not less than six months prior notice to Consortium);

use reasonable efforts to make issues available online promptly after their publication in print with issues generally expected to be available online prior to delivery of the print version to subscribers;

use reasonable efforts to provide continuous availability of Publications on the server(s) subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, data loading and excluding downtime related to equipment or services outside the control of Publisher including public or private telecommunications lines or any Internet nodes or facilities; All scheduled downtime should, however, be announced and reasonable notice provided; Publisher will use reasonable efforts to avoid bringing down all servers simultaneously;

use reasonable efforts to assure that the online system performs at least as well as similar online systems offering similar materials to similar users.

provide means, compliant with prevailing industry standards, by which Licensees may link directly to and retrieve Publications at the title, issue, and individual article level, provide Licensees with documentation describing the means of formulating and using such links, and use reasonable efforts to ensure that the linkage mechanism is usable with Licensees' bibliographic systems as of the date of this Agreement; Consortium agrees that Publisher's current linking mechanism and its documentation available online satisfy this requirement.

2.2 *CONSORTIUM'S /LICENSEES' RESPONSIBILITIES.* Consortium/Licensees shall

establish and maintain systems to link Licensees and their Authorized Users to Publisher's servers and pay all associated costs including telecommunications charges imposed by all carriers, proprietary network operators and Internet access providers;

obtain licenses to use the Adobe Acrobat Reader software tool and a suitable Web browser program and pay associated license fees, if any.

§3. LICENSE FEE.

3.1 *Annual License Fee.* Consortium agrees to pay an annual License Fee calculated as set forth in Schedule IIA. Payment of the License Fee for the calendar year 1997 shall be due within sixty (60) days of signing by both parties. Payment of the License Fee for subsequent calendar years during the term of this Agreement shall be due and payable not later than the last day of November in the year preceding the calendar year for which payment is due.

3.2 *Adjustments to License Fee in Subsequent Years.* The Base Price for 1997 (as described in Schedule II) may be adjusted by Publisher for calendar years subsequent to 1997 to reflect increases in the costs of providing the online and print versions of Publications, *provided, however,* that the annual increase in the Base Price shall not exceed ten percent (10%) *plus* the percentage increase in the Consumer Price Index-Urban (CPI-U) during the twelve-month period preceding Publisher's notification of such price increase under this Section 3.2. Publisher will notify Consortium of the new Base Price not later than the last day of September of the year preceding the year for which such adjusted price applies.

3.3 *Addition of New Licensees.* Consortium may add new Licensees to this Agreement by paying an additional fee calculated as in Section 3.1, with a minimum Base Price contribution of \$1,000 per Licensee. Upon payment of such additional fee, Schedules IA and IB shall be amended for the addition of such new Licensees to this Agreement.

3.4 *Additional Publications.* Consortium may include in this Agreement other publications of Publisher offered in the IDEAL Service which are not otherwise included in Schedule IB by paying the applicable increase in the License Fee. The increase in the Base Price for additional publications shall reflect the fact that all additional publications included in any license between Publisher and Consortium are available to all Licensees. The increase in the Base Price will be equal to the full institutional subscription rate *times* the *Multiplicity Factor* (as defined hereafter) and will be due at the time of order. As used herein the *Multiplicity Factor* shall be the number determined by dividing the Base Price by the sum of the institutional subscription rates of all the journal titles (without regard to duplicates) included in Schedule IB. An example of this calculation is included in Schedule IIB.

3.5 *Withdrawal of Materials.* Publisher reserves the right to withdraw from this Agreement any licensed materials upon sixty (60) days prior written notice to Consortium, whenever such notice is reasonably possible, including any individual Publications, or volumes of such Publications under the following circumstances:

Publisher terminates such Publication, transfers ownership to an unaffiliated third party or otherwise no longer has the right to publish such Publication; or

Publisher is required to withdraw such materials to comply with any judicial, governmental or administrative decision, rule or order; or

such materials should, in Publisher's sole discretion, be withdrawn due to the risk of liability to Publisher from continued publication or distribution of such materials.

In the event an entire publication is withdrawn, the License Fee payable under this Agreement shall be reduced by the contribution of that publication to the License Fee prorated according to the date of the withdrawal relative to the calendar year.

§4. PRINT SUBSCRIPTIONS.

4.1 *Subscription Discounts.* During the term of this Agreement, Licensees (acting directly or through their libraries) will have the right to order subscriptions to Publications on Schedule IB in print form at a discount price from Publisher's then-current published institutional subscription rates (Deep Discount Prices). The Deep Discount Prices for 1997 for all publications of Publisher (including but not limited to Publications under this Agreement) are set forth in Schedule III. Publisher may adjust the Deep Discount Prices in Schedule III for calendar years during the term of this Agreement subsequent to 1997 to reflect increases in costs of providing the materials. Publisher will notify Consortium of the new Deep Discount Prices not later than the last day of September of the year preceding the year for which such adjusted prices apply.

4.2. *Ordering and Payment.* Licensees may order print subscriptions at the Deep Discount Prices directly from Publisher or through subscription agents and Publisher shall deliver such orders in accordance with customary practices. Consortium, on behalf of Licensees, acknowledges that the discounted print subscriptions offered hereunder are for purchase solely for Licensees' own account and use. Licensees will not purchase such subscriptions on behalf of another person or entity and will not purchase subscriptions with the intent to resell or otherwise transfer them to another person or entity.

§5. IMPLEMENTATION, SECURITY, EVALUATION.

5.1 *Communications with Authorized Users.* Publisher, Consortium, and Licensees shall cooperate on the establishment of reasonable and appropriate measures to inform Authorized Users and library patrons of the availability of Publications online and their permitted use under the terms of this Agreement.

5.2 *Security.* Publisher shall be responsible for establishing appropriate security features for regulating access to its online system. Access to the online system shall be controlled through the use of Internet Protocol (IP) addresses or passwords/usernames or both. Licensees are responsible for providing valid IP addresses to Publisher, for issuing and terminating passwords and/or usernames (if used), and for verifying the status of Authorized Users. Upon request, Consortium and Licensees shall provide documentation to Publisher regarding their security procedures and safeguards and shall cooperate with Publisher to provide information regarding the investigation of specific cases of alleged non-compliance with the terms of use set forth in this Agreement. Consortium and Licensees agree to cooperate with Publisher in the implementation of security protocols and procedures as they are developed during the term of this Agreement.

5.3 *Analysis and Evaluation.* Publisher, Consortium and Licensees agree to cooperate in the collection, sharing and publication of information about the use of the online form of Publications

consistent with applicable privacy laws and the confidentiality requirements of both parties. Publisher, Consortium, and Licensees agree to collaborate on the preparation of appropriate user surveys and questionnaires to solicit the views of Authorized Users on the provision of Publications online.

§6. TERM AND TERMINATION.

6.1 *Term.* This Agreement shall continue in effect until December 31, 1999 and will renew for additional successive one year terms unless either party notifies the other in writing not less than seven (7) months prior to the expiration of the initial or then-current renewal term of its intent not to renew the Agreement.

6.2 *Termination for Breach.* Publisher may terminate this Agreement prior to the expiration of the term in the event of a material breach by Licensees if such breach has not been cured within sixty (60) days of written notice from Publisher specifying the nature of the breach. A breach by an Authorized User of the terms of this Agreement shall not be considered a breach by Licensees.

6.3 *Effect of Expiration or Termination.* In the event of termination or expiration of this Agreement for any reason, any further access by Licensees and Authorized Users to the online form of Publications and Licensees' right to purchase discounted print subscriptions shall terminate. Except in the event of non-payment of the License Fee, Licensees may continue to receive the remaining print issues of Publications for the current calendar year by paying the difference between the full and discounted subscription prices prorated according to the date of the termination within the calendar year. In the event of a breach by Publisher leading to termination, Publisher's liability is limited to the refund of a prorata portion of the License Fee adjusted to reflect the full list prices for the subscriptions taken out by Licensees.

6.4 *Post-Termination Access.* In the event this Agreement terminates because of expiration of the term set forth in Paragraph 6.1, Publisher will provide to Consortium, at Consortium's request, an archival digital copy in a format chosen by Publisher of those issues of Publications to which access has been provided during the term of this Agreement. For each CD-R which is necessary to contain such content, Consortium shall pay Publisher Two Hundred Dollars (\$200.00) multiplied by the cumulative percentage increase in the Consumer Price Index-Urban commencing in January 1998 through termination of this Agreement. If Consortium would prefer to obtain ongoing online access to those issues of Publications to which it has access during the term of this Agreement, the parties shall negotiate in good faith to determine an appropriate license fee for such online access. The use of such digital copy or such continuing online access shall be subject to all other terms and conditions of this Agreement.

6.5 *Alternative Third Party Forms of Access.* Publisher contemplates also making Publications available in digital form through third party service providers. To the extent that Publisher arranges with such providers for Publisher's licensees to have access to Publications through such third party services, Licensee shall be entitled during the term of this Agreement to access Publications by means of such services. Such access will be subject to the terms and conditions of this Agreement.

§7. REPRESENTATIONS, WARRANTIES AND INDEMNITIES.

7.1 *Publisher's Representations and Warranties.* Publisher represents and warrants that it has the right to enter into this Agreement and to grant the rights set forth herein to Consortium/Licensees and that the use of the online form of Publications in accordance with the terms of this Agreement shall not

infringe the copyright of any third party. Publisher certifies that the product being provided to Consortium is Year 2000 compliant, that is, that it will operate correctly in the year 2000 and beyond and in situations where dates of the year 2000 are used. PUBLISHER HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.2 *Publisher's Indemnity.* Publisher shall indemnify, defend and hold harmless Consortium, Licensees and their directors, officers, employees and agents from and against any claims, actions, proceedings, damages, losses and expenses (including reasonable attorneys fees) arising from any alleged breach of the representations and warranties made by Publisher under Section 7.1 above provided that Consortium/Licensees shall promptly notify Publisher of any such claims. Publisher shall have the sole right to defend such claims at its own expense and Consortium/Licensees shall, at Publisher's expense, provide such assistance in investigating and defending such claims as Publisher may reasonably request. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

7.3 *Representations and Warranties of Consortium and Licensees.* Consortium hereby represents and warrants that it is duly authorized to act on behalf of Licensees and that the terms and conditions herein are binding on each individual Licensee. Consortium, on behalf of itself and Licensees, hereby represents and warrants that Consortium and each Licensee have the rights necessary to enter into this Agreement and perform their respective obligations hereunder.

7.4 *Limitation on Liability.*

(a) *Publisher:* Publisher shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors or omissions in Publications, (b) the unavailability of the online form of Publications or the interruption of the services offered hereunder or c) the use of the Publication and the online system by Licensees or any Authorized User. With the exception of Publisher's liability to Consortium/Licensees under §7.2 above, Publisher's liability for any other claim shall be limited to actual, direct damages regardless of whether such liability is based in contract (including breach of contract), tort, strict liability, fraud or any other cause of action. PUBLISHER SHALL NOT BE LIABLE TO CONSORTIUM/LICENSEES, THEIR AUTHORIZED USERS OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO ANY LOSS OF DATA, BUSINESS INTERRUPTION, OR LOSS OF PROFITS.

(b) *Consortium/Licensees:* Consortium/Licensees shall not be liable to Publisher for breach of the terms of this Agreement by any Authorized User so long as Consortium/Licensees did not intentionally assist in or encourage such breach or permit such breach to continue after having actual notice thereof.

§8. *UNAUTHORIZED USE.* Consortium/Licensees shall promptly notify Publisher of any infringements of copyrights in Publications or any unauthorized use of Publications in print or digital form or any other misuses of the IDEAL service, of which they become aware. Consortium/Licensees shall cooperate with Publisher in any investigation of such infringements or unauthorized uses. Publisher shall have the sole right, at its expense, to bring any action on account of such infringements or unauthorized uses provided that Publisher will not bring an action against any Authorized User without first consulting with Consortium/Licensees. Consortium/Licensees shall cooperate with Publisher in such action, in such manner as Publisher may reasonably request and at Publisher's expense. In the event of any

infringement or unauthorized use by an Authorized User, Consortium/Licensees shall take all reasonable steps to cause such Authorized User to cease such activity and to prevent any recurrence thereof. In addition, Publisher may terminate such Authorized User's access to the online form of Publications.

§9. CONFIDENTIALITY. To the extent permitted by applicable law, Consortium/Licensees agree to hold in confidence information concerning the financial arrangements between the parties under this Agreement to the extent such arrangements have not otherwise been publicly disclosed by Publisher.

§10. MISCELLANEOUS.

10.1 *Notice.* All notices that any party hereto is required or may desire to give to another shall be in writing and shall be given by addressing the same to the others at the addresses or facsimile numbers set forth in this Section, or at such other addresses or facsimile numbers as the parties may specify in writing to the others. All notices shall become effective five (5) days after being deposited in the mails with proper postage for certified mail prepaid, return receipt requested, or when delivered personally, or, if promptly confirmed by mail as provided above, when dispatched by telegram, telex, facsimile or other written telecommunication, addressed:

If to Publisher:	Academic Press 525 B Street, Suite 1900 San Diego, CA 92101-4495 Telephone: Fax: Attn:
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If to Consortium/Licensees:	University of California Office of the President 300 Lakeside Drive, 8th Floor Oakland, CA 94612-3550 Telephone: Fax:: Attn:
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10.2 *Waiver.* No failure on the part of any party to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder, and no course of dealing between the parties, shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege.

10.3 *Entire Agreement.* This Agreement cancels and supersedes any other agreements, oral or written, entered into by the parties hereto. This Agreement and the Schedules hereto set forth the entire understanding of the parties with respect to its subject matter. No persons are intended to be third party beneficiaries of this Agreement. This Agreement may be amended only by a writing signed by duly-authorized representatives of all parties affected by such amendment.

10.4 *Force Majeure.* Publisher's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

10.5 *Assignment.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assignees. No party may assign its rights or obligations under this Agreement without thirty (30) days prior written notice to and the prior written consent of the other parties, which consent shall not be unreasonably withheld, provided that Publisher may assign this Agreement and its obligations hereunder to any successor to its business by merger or consolidation or to any party acquiring substantially all of the assets of Publisher's journal business.

10.6 *Severability.* In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

10.7 *Taxes.* All amounts payable by Consortium/Licensees hereunder shall be exclusive of any sales, use, value added or similar taxes which shall be the sole responsibility of Consortium/Licensees.

10.8 *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision (of that or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of California.

10.9 *Remedies.* In the event of a breach by any party of the provisions of this Agreement, the non-breaching party shall be entitled, in addition to any remedies available to them under this Agreement and at law, to equitable, including injunctive, relief.

10.10 *No Agency.* Nothing contained in this Agreement shall be construed to constitute or appoint either party as a partner, joint venturer, or agent of the other, nor shall either party hold itself out as such.

IN WITNESS WHEREOF, the parties have set their hands as of the date first written above.

ACADEMIC PRESS,
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and ACADEMIC PRESS, LTD.

CONSORTIUM/LICENSEE

By: _____
Title: President

By: _____
Title: Director, Materiel Management

Date: 1/6/97

December 11, 1997