This Agreement is made the 1st day of January 2010

BETWEEN

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AND

Regents of the University of California a non-profit academic institution, with its principal offices at the CALIFORNIA DIGITAL LIBRARY, University of California Office of the President, 415 20th Street, 4th Floor, Oakland, California 94612, USA ("Licensee")

1. Key Definitions
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1.11 “Term”
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1.13 “Walk-in Users”
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6.1.2 immediately upon the other party becoming insolvent, subject to receivership, liquidation or similar external administration.

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9.3 Alterations to this Agreement are only valid if they are recorded in writing and signed by both parties.

9.4 In the event that any provision of this Agreement is held to be invalid, the remainder of the provisions shall continue in full force and effect.

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9.8 To the fullest extent permitted by law, this Agreement constitutes the entire Agreement between Licensor and Licensee with respect to the Licensed Materials.

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IN WITNESS WHEREOF, the Licensor has caused this Agreement to be signed:

For BM:

By: ________________________________

[Blank]

Commercial Director

Dated: 1/7/2011

For California Digital Library:

By: ________________________________

[Blank]

Executive Director

Dated: 12/17/10
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SCHEDULE 1

Licensed Materials

Journals

Archives of Disease in Childhood
Annals of the Rheumatic Disease
BMJ.com
British Journal of Ophthalmology
British Journal of Sports Medicine
Emergency Medicine Journal
Gut
Heart
Injury Prevention
Journal of American Medical Informatics Association
Journal of Clinical Pathology
Journal of Epidemiology and Community Health
Journal of Medical Ethics
Journal of Medical Genetics
Journal of Neurology, Neurosurgery, and Psychiatry
Occupational and Environmental Medicine
Postgraduate Medical Journal
Quality and Safety in Health Care
Sexually Transmitted Infections
Thorax
Tobacco Control
Evidence Based Medicine
Evidence Based Mental Health
Evidence Based Nursing
SCHEDULE 2

Fee

Price based on 2 small FTE sites, 2 medium FTE sites and 3 large FTE sites.

3 year contract, with fixed pricing.

2010 = 
2011 =  
2012 =  

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SCHEDULE 3

Term

From January 1, 2010 to December 31, 2012
SCHEDULE 4
Campuses of the University of California

University of California, Berkeley (including Lawrence Berkeley Lab)

University of California, Davis

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University of California, Los Angeles

University of California, Merced

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University of California, San Francisco

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University of California Office of the President

UC Berkeley (including Lawrence Berkeley Laboratory)
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UC Davis

UC Irvine
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UC Los Angeles

UC Merced

UC Riverside

UC San Francisco

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### SCHEDULE 5
Matrix of Certain Rights

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<tr>
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<td>BMJ Point of Care</td>
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