This License Agreement (this "Agreement") is made effective as of 01/01/2 (the "Effective Date") between Kluwer Academic Publishers, 101 Philip Drive, Norwell, MA 02061 ("Licensor") and The Regents of the University of California, with its principal offices at the California Digital Library, University of California Office of the President, 415 20th Street, 4th Floor, Oakland, CA 94612 ("Licensee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. CONTENT OF LICENSED MATERIALS: GRANT OF LICENSE.

1.1. The materials that are the subject of this Agreement shall consist of the 'Journals' as specified in Appendixes A, D and E attached to this Agreement (hereinafter referred to as the "Licensed Materials").

1.2. Licensor hereby grants to Licensee and its Authorized Member Sites a non-exclusive license to use the Licensed Materials and to provide the Licensed Materials to Authorized Users via Licensee’s Members’ Sites secure networks in accordance with this Agreement (see Appendix B).

1.3. Licensee acknowledges that the Licensed Materials are protected by copyright. All rights not specifically granted to Licensee are expressly reserved.

2. ACCESS TO LICENSED MATERIALS.

2.1. The Licensed Materials will be made available over the Internet.

2.2. Access to the Licensed Materials shall be controlled through the use of Domain name(s) or IP addresses as listed in Appendix B. Licensor and Licensee shall cooperate in the implementation of additional security procedures as they are developed.

3. FEES.

3.1. Licensee shall make payment to Licensor for use of the Licensed Materials as detailed in Appendix C.

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5. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS.

5.1. Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

5.2. Licensee and its Authorized Users may not modify, adapt, manipulate, transform, translate or create derivative works based on any materials included in the Licensed Materials, or otherwise use any such materials in a manner that would infringe the copyright therein.

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5.4. Licensee may not utilize the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials, or bulk reproduction or distribution of the Licensed Materials in any form.

6. LICENSOR PERFORMANCE OBLIGATIONS.

6.1. Upon the start of the subscription term, Licensor shall make the Licensed Materials available in digital form to Licensee
and Authorized Users.

6.2. Licensor will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials.

6.3. Licensor shall make reasonable efforts to ensure uninterrupted online access to, and the continuous availability of, the Licensed Materials to Authorized Users at the Licensee’s Members’ sites in accordance with this Site License Agreement and to restore access to the Licensed Materials as promptly as possible in the event of an interruption or suspension of the Kluwer Online service, caused by failure of Licensor’s server(s). Licensor shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software and the loading of additional Licensed Materials as they become available. Licensor will attempt to Schedule down-time at a time to minimize inconvenience to Licensee and its Authorized Users.

If the Licensed Materials fail to operate in conformance with the terms of this Agreement, Licensee shall notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that Licensor fails to repair the nonconformity in a reasonable time, Licensor shall credit Licensee an amount that the nonconformity is proportional to the total Fees owed by Licensee under this Agreement, towards the subsequent year’s invoice, should the Licensee continue the contract with Licensor.

6.4. Licensor shall use reasonable efforts to ensure that the online content is at least equivalent to Licensor’s print journals, representing complete, faithful and timely replications of the print versions (exclusive of advertisements) and will cooperate with Licensee to identify and correct errors or omissions.

7. LICENSEE PERFORMANCE OBLIGATIONS.

7.1. Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

7.2. Licensee shall make reasonable efforts to provide Authorized Users with notice of any applicable Intellectual Property or other rights applicable to the Licensed Materials. Licensee shall make reasonable efforts to prevent the infringement of any Intellectual Property or other rights of the Licensor in the Licensed Materials. Licensee shall promptly notify Licensor of any infringement that come to Licensee’s attention, and take appropriate steps to avoid its recurrence.

7.3. Licensee shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement, and shall notify Licensor of any such use of which it learns or is notified. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) Licensor may temporarily suspend the access of the Internet Protocol (“IP”) address(es) from which such unauthorized use occurred, and/or (b) Licensee shall terminate such Authorized User’s access to the Licensed Materials upon Licensor’s request. Licensor shall take none of the steps described in this paragraph without providing reasonable notice to Licensee.

7.4. Licensee shall cooperate with Licensor on the preparation and provision of user surveys to solicit feedback on the Licensed Materials from Authorized Users.

7.5. Licensee may provide electronic links to the journals from Licensee’s or Licensee’s Members’ web pages, and is encouraged to do so in ways which will increase the usefulness of the Licensed Materials to Authorized Users. Licensor’s staff will provide reasonable assistance in creating these links. Licensor and Licensee agree that links from Licensee’s bibliographic computing systems to the Licensed Materials will be, preferably, via DOI technology under development by the International DOI Foundation (IDF). Licensee will begin using DOIs and the CrossRef system when the metadata and DOIs for 100 percent of the existing content has been added to the CrossRef system. In order to effectively support linking directly
to content at the article level, Licensor will make every effort to ensure that the metadata and DOIs have been deposited with CrossRef within 7 days of when the data is added to their online system.

8. TERM.

8.1. The term of this Agreement shall be for three (3) subscription years, beginning January 1, 2002 and ending upon completion of the announced 2004 publication program for each journal.

8.2. Upon termination of this Agreement at the expiration of the 2004 Subscription Year, Licensor shall provide continuing access to Licensee and its Authorized Users to that part of the Licensed Materials which was published within the Subscription Year(s) and for four (4) further years, with continuing access in subsequent years to be arranged, either from the Licensor’s server, or through a third party, or by supplying electronic files to the Licensee, provided that Licensee continue to observe its obligations with respect to security and restrictions on usage.

9. EARLY TERMINATION.

9.1. In the event that either party believes the other has materially breached any obligations under this Agreement, or has exceeded the scope of the License, such party shall so notify the breaching party by registered mail. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that a cure has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

9.2. Upon Termination of this Agreement for just cause, online access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Licensor shall provide continuing access to Licensee and its Authorized Users to that part of the Licensed Material to which the Licensee was lawfully entitled until the breach occurred. Access will be provided either from the Licensor’s server, or through a third party, or by supplying electronic files to the Licensee, provide the Licensee continues to observe its obligations with respect to security and restrictions on usage.

10. PERPETUAL LICENSE

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.

11. ASSIGNMENT AND TRANSFER.

Neither party may, directly or indirectly, in whole or in part, sell, assign, transfer or convey this Agreement, without prior written consent of the other party (which consent shall not be unreasonably withheld); however, the rights and obligations of the Licensor shall be assigned and transfer to any party that acquires all, substantially all, or appropriate parts of the assets of the Licensor.

12. INDEMNITIES.

12.1. Licensor shall indemnify and will hold licensee harmless for any losses, claims, damages, awards, penalties 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 Licensed Materials by Licensee or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. Neither Licensor nor Licensee will in any event be liable for indirect, incidental, special or consequential damages.
12.2. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party’s expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request.

13. GOVERNING LAW.
This Agreement shall be interpreted and construed according to, and governed by, the laws of California.

14. FORCE MAJEURE.
Neither party shall be liable in damages or have the right to cancel this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

15. ENTIRE AGREEMENT.
This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and Agreements relating to the subject matter hereof, whether oral or written.

16. AMENDMENT.
No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

17. SEVERABILITY.
If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18. WAIVER OF CONTRACTUAL RIGHT.
Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.
19. NOTICES.

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) business days after mailing if sent by registered or certified postal mail, return receipt requested. If any notice is sent by facsimile or e-mail, confirmation copies must be sent by postal mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

If to Licensor:
Kluwer Academic Publishers
Attn: [Text deleted]
101 Philip Drive
Assinippi Park
Norwell, MA 02061 USA

If to Licensee:
University of California
Attn: [Text deleted]
Office of the President
California Digital Library
415 20th Street, 4th Floor
Oakland, CA 94612 USA

19. APPENDICES.

This Agreement includes the following Appendices, which are incorporated as if fully set forth herein:

Appendix A: List of Titles Constituting the Licensed Materials (Subscribed Journals)
Appendix B: List of Authorized Member Sites with Corresponding Domain Names/IP Ranges
Appendix C: Fees and Special Provisions
Appendix D: List of Titles Constituting the Licensed Materials (Non-Subscribed Journals)

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly-authorized representatives as of the date first above written.

LICENSEE: [Text deleted]
BY: _______________________
NAME: _____________________
TITLE: Director, Shared Content, CDL
DATE: October 22, 2002

LICENSEE: [Text deleted]
BY: _______________________
NAME: _____________________
TITLE: Director of Library Relations
DATE: 11/20/02
Appendix A

List of Titles Constituting the Licensed Materials (Subscribed Journals)

Acta Applicandae Mathematicae
Acta Biotheoretica
Acta Linguistica Hungarica
Acta Mathematica Hungarica
Advances in Computational Mathematics
Advances in Contraception
African Archaeological Review
Agriculture and Human Values
Agroforestry Systems
AIDS and Behavior
American Journal of Community Psychology
American Journal of Dance Therapy
American Journal of Psychoanalysis
Analog Integrated Circuits and Signal Processing
Analysis Mathematica
Annals of Clinical Psychiatry
Annals of Global Analysis and Geometry
Annals of Mathematics and Artificial Intelligence
Annals of Oncology
Annals of Operations Research
Annals of the Institute of Statistical Mathematics
Antonie van Leeuwenhoek
Applied Categorical Structures
Applied Composite Materials
Applied Intelligence
Applied Psychophysiology and Biofeedback
Approximation Theory and its Applications
Aquatic International
Aquarium Science and Conservation
Aquatic Ecology
Aquatic Geochemistry
Archival Science
Archives and Museum Informatics
Archives of Sexual Behavior
Argumentation
Asia-Pacific Financial Markets
Astrophysics and Space Science
Automated Software Engineering
Autonomous Robots
Behavior Genetics
Biochemical Genetics
BioControl
Biodegradation
Biodiversity and Conservation
Biogeochimica
Biologia Plantarum
Biological Invasions
Biology and Philosophy
Biomedical Microdevices
Biometals
Bioscience Reports
Bioseparation
Biotechnology Letters
Boundary-Layer Meteorology
Brain Topography
Breast Cancer Research and Treatment
Cancer and Metastasis Reviews
Cancer Causes and Control
Cardiovascular Drugs and Therapy
Catalysis Letters
CATTECH
Celestial Mechanics and Dynamical Astronomy
Cell Biology and Toxicology
Cellular and Molecular Neurobiology
Child and Adolescent Social Work Journal
Child and Youth Care Forum
Child Psychiatry and Human Development
Children’s Literature in Education
Chromosome Research
Climatic Change
Clinical and Experimental Metastasis
Clinical Social Work Journal
Cluster Computing
Cognitive Therapy and Research
Communications in Theoretical Physics
Community Mental Health Journal
Compositio Mathematica
Computer Supported Cooperative Work (CSCW)
Computers and the Humanities
Constitutional Political Economy
Contemporary Family Therapy
Continental Philosophy Review
Crime, Law and Social Change
Culture, Medicine and Psychiatry
Cytotechnology
Designs, Codes and Cryptography
Dialectical Anthropology
Digestive Diseases and Sciences
Discrete Event Dynamic Systems
Distributed and Parallel Databases
Documenta Ophthalmologica
Dreaming
Dynamics and Control
Early Childhood Education Journal
Earth, Moon, and Planets
Economics of Planning
Economist, De
Ecotoxicology
Educational Psychology Review
Educational Studies in Mathematics
Employee Responsibilities and Rights Journal
Entomologia Experimentalis et Applicata
Environmental and Resource Economics
Environmental Biology of Fishes
Environmental Geochemistry and Health
Environmental Modeling & Assessment
Environmental Monitoring and Assessment
Environmentalist
Erkenntnis
Euphytica
European Journal of Epidemiology
European Journal of Law and Economics
European Journal of Plant Pathology
European Journal of Political Research
European Journal of Population
Evolutionary Ecology
Experimental and Applied Acarology
Experimental Astronomy
Experimental Economics
Fish Physiology and Biochemistry
Flow, Turbulence and Combustion
Foundations of Chemistry
Foundations of Physics
Foundations of Physics Letters
Foundations of Science
General Relativity and Gravitaton
Genetic Resources and Crop Evolution
Genetica
Geologie en Mijnbouw
Geometriae Dedicata
Glycoconjugate Journal
Grammars
GROUP
Health Care Analysis
Health Services & Outcomes Research Methodology
HEC Forum
Higher Education
Higher-Order and Symbolic Computation
Histochemical Journal
Human Ecology
Human Studies
Husserl Studies
Hydrobiologia
Hyperfine Interactions
IIE Transactions
Indo-Iranian Journal
Inflammation
Innovative Higher Education
Instructional Science
Integrated Pest Management Reviews
Interchange
International Journal for Philosophy of Religion
International Journal of Cardiac Imaging
International Journal of Computer Vision
International Journal of Flexible Manufacturing Systems
International Journal of Fracture
International Journal of Group Tensions
International Journal of Historical Archaeology
International Journal of Infrared and Millimeter Waves
International Journal of Parallel Programming
International Journal of Politics, Culture, and Society
International Journal of Primatology
International Journal of Sexuality and Gender Studies
International Journal of Stress Management
International Journal of Theoretical Physics
International Journal of Thermodynamics
International Journal of Value-Based Management
International Journal of Wireless Information Networks
International Ophthalmology
International Review of Education
International Urology and Nephrology
Investigational New Drugs
Irrigation and Drainage Systems
Jewish History
Journal for General Philosophy of Science
Journal of Abnormal Child Psychology
Journal of Adult Development
Journal of Agricultural and Environmental Ethics
Journal of Applied Electrochemistry
Journal of Applied Psychology
Journal of Aquatic Ecosystem Stress and Recovery
Journal of Archaeological Method and Theory
Journal of Archaeological Research
Journal of Assisted Reproduction and Genetics
Journal of Atmospheric Chemistry
Journal of Autism and Developmental Disorders
Journal of Automated Reasoning
Journal of Behavioral Education
Journal of Behavioral Medicine
Journal of Bioenergetics and Biomembranes
Journal of Biological Physics
Journal of Biomolecular NMR
Journal of Business and Psychology
Journal of Business Ethics
Journal of Career Development
Journal of Chemical Crystallography
Journal of Chemical Ecology
Journal of Child and Adolescent Group Therapy
Journal of Child and Family Studies
Journal of Clinical Immunology
Journal of Clinical Monitoring and Computing
Journal of Clinical Psychology in Medical Settings
Journal of Cluster Science
Journal of Community Health
Journal of Comparative Germanic Linguistics
Journal of Computer-Aided Molecular Design
Journal of Computer-Assisted Microscopy
Journal of Contemporary Psychotherapy
Journal of Cross-Cultural Gerontology
Journal of Cultural Economics
Journal of Developmental and Physical Disabilities
Journal of Dynamical and Control Systems
Journal of Dynamics and Differential Equations
Journal of East Asian Linguistics
Journal of Economic Growth
Journal of Elasticity
Journal of Electronic Testing
Journal of Engineering Mathematics
Journal of Family and Economic Issues
Journal of Family Violence
Journal of Financial Services Research
Journal of Fluorescence
Journal of Fusion Energy
Journal of Gambling Studies
Journal of Gender, Culture and Health
Journal of Genetic Counseling
Journal of Heuristics
Journal of Inclusion Phenomena
Journal of Indian Philosophy
Journal of Inherited Metabolic Disease
Journal of Inorganic and Organometallic Polymers
Journal of Insect Behavior
Journal of Insect Conservation
Journal of Intelligent and Robotic Systems
Journal of Intelligent Information Systems
Journal of Intelligent Manufacturing
Journal of Insect Conservation
Journal of Integration Phenomena
Journal of Indian Philosophy
Journal of Inherited Metabolic Disease
Journal of Inorganic and Organometallic Polymers
Journal of Insect Behavior
Journal of Insect Conservation
Journal of Intelligent and Robotic Systems
Journal of Intelligent Information Systems
Journal of Intelligent Manufacturing
Journal of Logic, Language and Information
Journal of Low Temperature Physics
Journal of Mammalian Evolution
Journal of Materials Science (full set)
Journal of Materials Science: Materials in Electronics
Journal of Materials Synthesis and Processing
Journal of Mathematical Chemistry
Journal of Medical Humanities
Journal of Medical Systems
Journal of Muscle Research and Cell Motility
Journal of Neurocytology
Journal of Neuro-Oncology
Journal of Nondestructive Evaluation
Journal of Nonverbal Behavior
Journal of Oceanography
Journal of Optimization Theory and Applications
Journal of Paleohimology
Journal of Personnel Evaluation in Education
Journal of Pharmacokinetics and Biopharmaceutics
Journal of Philosophical Logic
Journal of Polymers and the Environment
Journal of Primary Prevention
Journal of Productivity Analysis
Journal of Protein Chemistry
Journal of Psycholinguistic Research
Journal of Psychology and Judaism
Journal of Psychopathology and Behavioral Assessment
Journal of Psychotherapy Integration
Journal of Quantitative Criminology
Journal of Rational-Emotive and Cognitive-Behavior Therapy
Journal of Real Estate Finance and Economics
Journal of Regulatory Economics
Journal of Risk and Uncertainty
Journal of Science Education and Technology
Journal of Science Teacher Education
Journal of Scientific Computing
Journal of Seismology
Journal of Social Distress and the Homeless
Journal of Solution Chemistry
Journal of Statistical Physics
Journal of Supercomputing
Journal of Superconductivity
Journal of Systems Integration
Journal of Technology Transfer
Journal of the History of Biology
Journal of Theoretical Probability
Journal of Thermal Analysis and Calorimetry
Journal of Traumatic Stress
Journal of Value Inquiry
Journal of VLSI Signal Processing
Journal of World Prehistory
Journal of Youth and Adolescence
K-Theory
Landscape Ecology
Law and Critique
Law and Human Behavior
Law and Philosophy
Letters in Mathematical Physics
Lifetime Data Analysis
Linguistics and Philosophy
Machine Learning
Machine Translation
Marine Geophysical Researches
Marketing Letters
Maternal and Child Health Journal
Mathematical Geology
Meccanica
Metabolic Brain Disease
Methods in Cell Science
Minds and Machines
Minerva
Mitigation and Adaptation Strategies for Global Change
Mobile Networks and Applications
## Appendix B

List of Authorized Member Sites with Corresponding Domain Names/IP Ranges

<table>
<thead>
<tr>
<th>University</th>
<th>Domain Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>UC BERKELEY</td>
<td>Domain Name: berkeley.edu</td>
</tr>
<tr>
<td></td>
<td>[Text deleted]</td>
</tr>
<tr>
<td>UC DAVIS</td>
<td>Domain Name: ucdavis.edu</td>
</tr>
<tr>
<td></td>
<td>[Text deleted]</td>
</tr>
<tr>
<td>UC IRVINE</td>
<td>Domain Name: uci.edu</td>
</tr>
<tr>
<td></td>
<td>[Text deleted]</td>
</tr>
<tr>
<td>UC LOS ANGELES</td>
<td>Domain Name: ucla.edu</td>
</tr>
<tr>
<td></td>
<td>[Text deleted]</td>
</tr>
<tr>
<td>UC RIVERSIDE</td>
<td>Domain Name: ucr.edu</td>
</tr>
<tr>
<td></td>
<td>[Text deleted]</td>
</tr>
<tr>
<td>UC MERCED</td>
<td>Domain Name: ucmerced.edu</td>
</tr>
<tr>
<td></td>
<td>[Text deleted]</td>
</tr>
<tr>
<td>UC SAN FRANCISCO</td>
<td>Domain Name: ucsf.edu</td>
</tr>
<tr>
<td></td>
<td>[Text deleted]</td>
</tr>
</tbody>
</table>
UC SAN DIEGO

*Domain Name: ucsd.edu*

[Text deleted]

UC SANTA CRUZ

*Domain Name: ucs.edu*

[Text deleted]

UC SAN DIEGO

*Domain Name: ucsd.edu*

[Text deleted]

UC SANTA CRUZ

*Domain Name: ucs.edu*

[Text deleted]

UC WASHINGTON, DC

*Domain Name: no registered domain name at this time*

[Text deleted]

UC SANTA BARBARA

*Domain Name: ucsb.edu*

[Text deleted]
Appendix C
Fees and Special Provisions

C.1. The Base Value of this Agreement will be the cumulative prices of Licensee’s Members’ 2001 print subscription, electronic-only, and discount-price print journal holdings to the Licensed Materials at 2002 prices (capped, per clause C.4), and will constitute the basis upon which all future prices (including price increases) are founded. For 2002, this Base Value has been established at [Text]

C.2. For access to the Licensed Materials by Licensee’s Members during the Term of this Agreement, Licensee agrees to pay an escalating Premium representing a percentage of the Licensee’s (capped) print price for each journal for which print delivery is required. The Licensor will charge this fee directly to the Licensee. This Premium will be fixed at [Text] in Year 1 (2002), [Text] in Year 2 (2003), and [Text] in Year 3 (2004). For 2002, this Premium is established at [Text]

C.3. Newly-published journals may be added individually to this Agreement at the start of each subscription year, at the request of the Licensee; they will subsequently be added to Appendix E. The cost of these journals will be calculated by multiplying the prevailing subscription price times the Licensee’s Multiplication Factor (the combined number of paid subscriptions divided by the number of unique titles comprising them). The Licensee’s Multiplication Factor is calculated to be [Text]. For 2002, the cost of newly-published journals is established at [Text]. The cost of these electronic-only subscriptions are included in the total listed in C.1.

C.4. Licensee’s Members will inform Licensor, by November 1 of each year of the Term of this Agreement, of which Licensed Materials it no longer requires delivered in printed form. Licensee will be invoiced directly by Licensor for the (capped) content price of these Licensed Materials. For 2002, this amount is established at [Text]. The cost of these electronic-only subscriptions are included in the total listed in C.1.

C.5. Licensee and Licensor agree that if, during the Term of this Agreement, Licensee wishes to pay Licensor directly for the electronic content at the Base Value, Licensor will invoice Licensee directly for the entire combined cost of all content. Licensee must notify Licensor of its intent to do so, and to purchase electronic content directly from Licensor, by August 1 of 2002 or 2003 of this Agreement. Licensee and Licensor will define payment terms in a written Annex to this Agreement, which will include [Text] of the prevailing Base Value for Licensee’s direct pre-payment to Licensor for electronic access to the Licensed Materials. Print copies of the Licensed Materials will be available to campuses at a deeply-discounted rate to be defined in an Annex. Upon opting for the electronic content at the Base Value, one print copy of the Licensed Materials listed in Appendix A will be delivered at the Licensee’s request at no cost to a single location, to be chosen by the Licensee. Issues will be delivered either as published or in bulk, at Licensor’s discretion. Licensor will consult with Licensee prior to shipment and will notify Licensee of the delivery method before the start of the subscription year.

C.6. The Base Value will be increased during the term of this Agreement by the annual price increase of the journals listed in Appendixes A and E. This price increase will be capped at [Text].
Appendix D
List of Titles Constituting the Licensed Materials (Non-Subscribed Journals)

Acta Juridica Hungarica
Administration and Policy in Mental Health
Adsorption
Advances in Health Sciences Education
Aerobiologica
Air and Space Law
Angiogenesis
Annals of Software Engineering
Apoptosis
Applications of Mathematics
Applied Mathematics and Mechanics
Arab Law Quarterly
Arbitration International
Art, Antiquity and Law
Artificial Intelligence Review
Asia Pacific Journal of Environmental Law
Asia Pacific Law Review
Autonomous Agents and Multi-Agent Systems
BT Technology Journal
Business Law Review
Cardiac Electrophysiology Review
Catalysis Surveys from Japan
Cellulose
Children's Hospital Quarterly
Clinical Child and Family Psychology Review
Common Market Law Review
Computational and Mathematical Organization Theory
Computational Economics
Computational Geosciences
Computational Optimization and Applications
Constraints
Criminal Law Forum
Czechoslovak Journal of Physics
Czechoslovak Mathematical Journal
Data Mining and Knowledge Discovery
Design Automation for Embedded Systems
EDI Law Review, The
Education and Information Technologies
Empirica
Empirical Software Engineering
Environmental Fluid Mechanics
Ethical Theory and Moral Practice
Ethics and Information Technology
European Business Law Review
European Environmental Law Review
European Finance Review
European Financial Services Law
European Foreign Affairs Review
European Journal for Education Law and Policy
European Journal of Crime, Criminal Law
and Criminal Justice
European Journal of Health Law
European Journal of Law Reform
European Journal of Migration and Law
European Journal of Social Security
European Journal on Criminal Policy and Research
European Public Law
European Review of Private Law
Expert Evidence
Extremes
Feminist Legal Studies
Formal Methods in System Design
Genetic Programming and Evolvable Machines
GENEVA PAPERS on Risk and Insurance Theory
GeoInformatica
GeoJournal
Geotechnical and Geological Engineering
Group Decision and Negotiation
Heart Failure Reviews
Human Rights Digest
Information Retrieval
Information Systems Frontiers
Instructional Science
Integrated Assessment
Interface Science
International and Comparative Corporate Law Journal
International Childrens Rights Monitor
International Corporate Law Bulletin
International Insurance Law Journal
International Journal for the Advancement of Counselling
International Journal for the Semiotics of Law
International Journal of Children's Rights
International Journal of Comparative Labour Law
and Industrial Relations
International Journal of Computers
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International Journal of Franchising and Distribution Law
International Journal of Health Care Finance and Economics
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International Journal of Rehabilitation and Health
International Journal of Speech Technology
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International Journal on Minority and Group Rights
International Law FORUM du droit international
International Negotiation
International Peacekeeping
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Journal of Aging and Identity
Journal of Applied Psychoanalytic Studies
Journal of Bioeconomics
Journal of Clinical Geropsychology
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Journal of Materials Science: Materials in Medicine
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Journal of the History of International Law
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Learning Environments Research
Legal History Review, The
Legal Issues of European Integration
Leiden Journal of International Law
Letters in Peptide Science
Liverpool Law Review
Mechanics of Time-Dependent Materials
Medicine, Healthcare and Philosophy
Mental Health Services Research
Methodology and Computing in Applied Probability
Multibody System Dynamics
Multimedia Tools and Applications
NAFTA: Law and Business Review of the Americas
Netherlands Quarterly of Human Rights
NETNOMICS: Economic Research and Electronic Networking
Neural Processing Letters
Nonlinear Dynamics, Psychology, and Life Sciences
Nordic Journal of International Law, The
Notarius International
Nutrient Cycling in Agroecosystems
Open Systems and Information Dynamics
Optimization and Engineering
Oxidation of Metals
Pastoral Psychology
Perspectives in Drug Discovery and Design
Pharmaceutical Research
Photonic Network Communication
Pituitary
Positivity
Precision Agriculture
Prevention Science
Quantitative Microbiology
Reaction Kinetics and Catalysis Letters
Reliable Computing
Res Publica
Review of Central and East European Law
Reviews in Endocrine and Metabolic Disorders
Sepsis
Small Business Economics
Sociological Practice: A Journal of Clinical and Applied Sociology
Software Quality Journal
Space Debris
Spatial Cognition and Computation
Structural Chemistry
Studia Geophysica et Geodaetica
Substance Abuse
Subsurface Sensing Technologies and Applications
Surface Sensing Technologies and Applications
Systemic Practice and Action Research
Teaching Business Ethics
Telecommunication Systems
Tertiary Education and Management
Uniform Law Review/Revue de droit uniforme
World Competition
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