Greenwood Publishing Group, Inc.

This License Agreement (this "Agreement") is made effective as of May 15, 2001 (the "Effective Date") between Greenwood Publishing Group, Inc., 88 Post Road West, Westport, Connecticut, 06880, United States of America ("Licensor") and University of California, Science Library 228, University of California, Irvine, Irvine, California 92623-9556 ("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:

I. CONTENT OF LICENSED MATERIALS

The materials that are the subject of this Agreement shall consist of the Index to Current Urban Documents and the full text documents accessed at www.urbdocs.com, an electronic product made available by Licensor (hereinafter referred to as the "Licensed Materials").

II. OWNERSHIP OF LICENSED MATERIALS; INTELLECTUAL PROPERTY

This Licensed Materials are proprietary to Licensor and/or its affiliates and licensors, who retain exclusive title to and ownership of the copyrights, trademarks, trade secrets and other intellectual property rights vested in it. Except as expressly set forth herein, no part of the Licensed Materials may be modified, copied or distributed in hardcopy or machine-readable form without prior written consent from Licensor. Licensor reserves all rights not expressly granted. Any other use of the Licensed Materials by any person or entity is strictly prohibited and a violation of this Agreement.

Intellectual Property. Licensor represents and warrants that it has the right and authority to make licensed materials available pursuant to these terms and conditions, and that providing the licensed materials to Licensee does not infringe upon any copyright, patent, trade secret, or other proprietary right of any third person.

Licensor will indemnify and defend at its expense, any action brought against Licensee based on a claim that materials furnished hereunder and used within the scope of this Agreement infringe any patent, copyright, or other rights of third parties, and Licensor will pay any costs, damages and attorney's fees awarded against Licensee provided Licensee notifies Licensor promptly and in writing of such claim and permits Licensor to fully participate in the defense thereof and to agree to any settlement.

III. DELIVERY/ACCESS OF LICENSED MATERIALS TO LICENSEE

Licensor will provide the Licensed Materials to the Licensee in the following manner:
Network Access. The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized networks of Licensee.

IV. FEES

Licensee shall make payment to Licensor for use of the Licensed Materials pursuant to the terms set forth in Appendix A, attached hereto.
V. SCOPE OF RIGHTS LICENSED; AUTHORIZED USE OF LICENSED MATERIALS

Scope of Rights. Licensor grants a limited, non-exclusive, non-transferable license to use the Licensed Materials, in part or in whole, and to reproduce a single copy of limited portions for internal or personal use provided that a suitable copyright notice is included on all copies in accordance with the terms of this Agreement. To request permission to make additional copies of limited portions of the Licensed Materials, contact permissions@greenwood.com.

Authorized Users. "Authorized Users" are:

Persons Affiliated with Licensee. Full and part time students and employees (including faculty, staff, affiliated researchers and independent contractors) of Licensee and the institution of which it is a part, regardless of the physical location of such persons.

Walk-ins. Patrons not affiliated with Licensee who are physically present at Licensee’s site(s) ("walk-ins").

Multi-user license. A multi-user license is offered with the Licensed Materials. The Licensee is authorized to access this product from networked terminals and permit concurrent usage by all Authorized Users.

Authorized Uses. Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Nothing in this Agreement is intended to limit in any way whatsoever Licensee's or any Authorized User's rights under the Fair Use provisions of United States or international law to use the Licensed Materials.

Access by and Authentication of Authorized Users. Licensee and its Authorized Users shall be granted access to the Licensed Materials pursuant to the following:

IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Licensee to Licensor.

Electronic Links. Licensee may provide electronic links to the Licensed Materials from Licensee’s web page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users. Licensor staff will assist Licensee upon request in creating such links effectively. Licensee may make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by Licensor.

Archival/Backup Copy. Upon request of Licensee, Licensee may receive from Licensor and/or create one (1) copy of the entire set of Licensed Materials to be maintained as a backup or archival copy during the term of this Agreement or as required to exercise Licensee’s rights under Section XII, "Perpetual License", of this Agreement. Said archive copy of the Licensed will contain all copyright and proprietary notices resident in the software.

VI. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS; TRANSFER

Except as otherwise set forth in this Agreement, under no circumstances may the data resident in this Licensed Material, in whole or in part, be copied, modified, distributed, or made available in any media, including, without limitation, electronic media, with or without charge, to any persons other than Authorized Users. Licensee may not decompile, disassemble or otherwise reverse engineer the software. In addition, data extracted from the Licensed Material is to be used only in accordance with the terms of this Agreement.

This Agreement is non-transferable and may not be sold, assigned, transferred or sublicensed to any other person or entity, including without limitation by operation of law, without the prior written consent of Licensor. Any purported sale, assignment, transfer or sublicense without the prior written consent of Licensor will be void and will automatically terminate the license granted hereunder.
VII. LICENSOR PERFORMANCE OBLIGATIONS

Continuous Service and Scheduled Downtime. 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% downtime includes scheduled maintenance and repair. Scheduled downtime will be performed at a time to minimize inconvenience to Authorized Users.

Content Modifications. If Licensor withdraws more than ten percent (10%) of the material (titles, articles, data items, or other intellectual content) contained within the Licensed Materials, Licensor shall issue to Licensee a pro-rata refund for a corresponding portion of the license fee, taking into account the amount of material withdrawn and the remaining unexpired portion of the subscription period.

New Materials. This Agreement covers all tangible embodiments of the Licensed Materials product, including without limitation, the content and software resident therein, as well as documentation and regular and special updates and supplements if stipulated in the product description made available under this Agreement.

Notification of Modifications of Licensed Materials. Licensee understands that from time to time the Licensed Materials may be added to, modified, or deleted from by Licensor and/or that portions of the Licensed Materials may migrate to other formats. Licensor shall give prompt notice of any such changes to Licensee. Failure by Licensor to provide such reasonable notice shall be grounds for immediate termination of the Agreement by Licensee. If any modifications render the Licensed Materials less useful to the Licensee or its Authorized Users, the Licensee may treat such modifications as a material breach subject to the Early Termination provisions of this Agreement below.

Completeness of Content. Where applicable, Licensor will inform Licensee of instances where online content differs from the print versions of the Licensed Materials. Where applicable, Licensor shall use reasonable efforts to ensure that the online content is at least as complete as print versions of the Licensed Materials, represents complete, accurate and timely replications of the corresponding content contained within the print versions of such Materials, and will cooperate with Licensee to identify and correct errors or omissions.

Contract Precedence. For Authorized Users, this Agreement shall expressly supercede any click-through, click-on, or other user agreement appearing on the Licensor’s site.

Compliance with Americans with Disabilities Act. Licensor shall comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large print interfaces, voice-activated input, and alternate keyboard or pointer interfaces in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines, which may be found at http://www.w3.org/WAI/GL/#Publications.

VIII. Mutual Performance Obligations

Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials 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.

Implementation of Developing Security Protocols. Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

IX. TERM

This Agreement shall continue in effect for one year commencing on the Effective Date.
X. Renewal

This agreement shall be renewable at the end of the current term for a successive year term unless either party gives written notice of its intention not to renew 120 days before expiration of the current term. 

Renewal Notice. Licensor will provide Licensee 120-day advance notice to the institutions participating in this Agreement.

XI. Early Termination

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the [time period], the non-breaching party shall have the right to terminate the Agreement without further notice. 

Upon Termination of this Agreement for cause online access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement. 

In the event of early termination permitted by this Agreement, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

XII. Perpetual License

Except for termination for cause, 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.

XIII. Limited Warranty and Limitation of Liability

Neither Licensor nor its licensors represent or warrant that the information contained in the Licensed Materials are complete or free from error, and neither assumes, and both expressly disclaim, any liability to any person for any loss or damage caused by errors or omissions, whether such errors or omissions are the result of negligence, accident or any other cause. In addition, neither Licensor nor its licensors makes any representations or warranties, either express or implied, regarding the performance of your network or computer system when used in conjunction with the Licensed Materials. 

Licensor warrants that the Licensed Materials will perform in substantial compliance with the documentation and description of product content supplied. If you report a significant defect in performance in writing to Licensor, and Licensor is not able to correct same within sixty (60) days after its receipt of your notification, you may cancel the Licensed Materials license and request a refund.

Except for the 60-day Limited Warranty recited above, Licensor, its affiliates, licensors, suppliers and agents make no warranties, expressed or implied, with respect to the Licensed Materials, including
without limitation the software or the data resident in the Licensed Materials, and specifically
disclaim any warranty of merchantability or fitness for a particular purpose. In no event will Licensor,
its affiliates, licensors, suppliers or agents, be liable to you for any damages, including, without
limitation, any lost profits, lost savings or other incidental or consequential damages, arising out of
Licensee use or inability to use the Licensed Materials 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.

XIV. GOVERNING LAW

This Agreement shall be interpreted and construed according to, and governed by, the laws of
California. The federal or state courts located in California shall have jurisdiction to hear any dispute
under this Agreement.

If UCITA becomes the law of the California for purposes of this License, the law of California
existing prior to the effective date of UCITA shall be applicable. Furthermore, Licensor represents
and warrants that the software as delivered to the Licensee does not contain any program, code, virus,
worm, trap door, back door, timer or clock that would erase data or programming or otherwise cause
the software to become inoperable, inaccessible or incapable of being used in accordance with the
user manuals, either automatically upon occurrence of Licensor selected conditions or manually on
the command of Licensor. The contract shall be governed by California common law of contract.

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

LICEN     DATE: 5/19/01
BY: _______ Signature of Authorized Signatory of Publisher

Print Name: TEXT DELETED
Title: TEXT DELETED
Address: TEXT DELETED
Telephone No.: TEXT DELETED
E-mail: TEXT DELETED

LICENSEE: TEXT DELETED
BY: _______ Signature of Authorized Signatory of Licensee

Print Name: TEXT DELETED
Title: Head, Collection Development
Address: Science Library 228, University of California, Irvine, CA 92623-9556
Telephone No.: TEXT DELETED
E-mail: TEXT DELETED
APPENDIX A

The fees for the use of the Licensed Material are a periodic subscription for one year.

1. Volume 29, August 2000/July 2001 will be sold at a pro-rated basis of for each new subscribing institution who participates in this Agreement. A credit will be made for any institution with an existing subscription to v.29 of the INDEX ONLY edition of the Licensed Material.

2. Volume 30, August 2001/July 2002 will be sold at a special offer price of for each institution who participate in this Agreement.

3. At the completion of each volume, the Licensor will provide to each participating institution a print edition and CD-ROM of only the Index information contained in the Index to Current Urban Documents.

4. The Licensor will provide one consolidated invoice for the Licensee. The Licensee will make the payment within 60 days of the receipt of the invoice.

5. The five subscribing institutions are the University of California Berkeley, University of California Davis, University of California Irvine, University of California Los Angeles, and University of California San Diego. The mailing addresses for the participating institutions follow. These addresses are used to send the required subscription notices and for the delivery of print materials.

[INSERT ADDRESSES TO RECEIVE SUBSCRIPTION NOTICES AND THE PRINTED INDEX EDITION]
APPENDIX A – AMENDED MAY 9, 2002

The fees for the use of the Licensed Material are a periodic subscription for one year.

1. Volume 31, August 2002/July 2003 will be sold at a special offer price of TEXT DELETED for each institution who participates in this Agreement.

2. At the completion of each volume, the Licensor will provide to each participating institution a print edition and CD-ROM of only the Index information contained in the Index to Current Urban Documents.

3. The Licensor will provide one consolidated invoice for the Licensee. The Licensee will make the payment within 60 days of the receipt of the invoice.

4. The five subscribing institutions are the University of California Berkeley, University of California Davis, University of California Irvine, University of California Los Angeles, and University of California San Diego. The mailing addresses for the participating institutions follow. These addresses are used to send the required subscription notices and for the delivery of print materials.

TEXT DELETED
Order Division, Technical Services Dept.
250 Moffitt Library
UC Berkeley
Berkeley, CA 94720-6000

TEXT DELETED
Serials Records Section
University Library
University of California
Davis, CA 95616-5292

TEXT DELETED
Head of the Acquisitions Dept.
UC Irvine Libraries
P.O. Box 13557
Irvine, CA 92623-5557

TEXT DELETED
Electronic Serials Librarian
University Research Library
University of California, Los Angeles
Los Angeles, CA 90095-1575

TEXT DELETED
CDL Acquisitions
Geisel Library
University of California, San Diego
9500 Gilman Dr. 0175A
La Jolla, CA 92093-0175