

ONLINE LICENSE AND SERVICE AGREEMENT

This Agreement is between Annual Reviews ("AR") a nonprofit 501 [c]3 publishing organization headquartered in Palo Alto, CA, USA., and The 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 ("Subscriber") to cover the license of online editions of AR works, and provision of print copies of such works, as described in Appendix A, *Products and Services*, and at the costs described therein.

1. Subscriber Rights

Upon receipt of payment AR agrees to provide the Subscriber and its Authorized Users access to the AR Online database or portion thereof, consisting of the AR works specified in Appendix A, *Products and Services* ("Products").

If this agreement is terminated, access to the years licensed will continue to be available on the AR server. If at some point in the future, AR is no longer able to provide access via their server, an archive will be included in a mutually agreed medium, subject to the Perpetual Rights section below.

This agreement grants access to the AR Online database for educational, research, and personal use by the following Authorized Users:

Persons Affiliated with the University of California. Full and part time employees (including faculty, staff, and independent contractors) and students of the Subscriber, regardless of the physical location of such persons. For authorized sites, see Appendix B. Alumni may access AR Online if the Subscriber has a process to validate them.

Walk-ins. Patrons not affiliated with the Subscriber who are physically present at the Subscriber's site(s) ("walk-ins").

The Subscriber's Authorized Users may display, download, copy and print articles included in the Products for personal use and archive contents on their own personal computers. They may send one copy by email, print, or fax to one person at another location for that individual's personal use. They may also distribute single copies of individual articles in print or electronic form to Authorized Users for classroom use or may use a reasonable portion of the Products in the preparation of course packs. Systematic acquisition of large amounts of Annual Reviews content, such as entire volumes or their equivalents, is not considered 'personal use.' Facsimile images that are exact representations of the print pages or of printouts from the electronic database may be provided for interlibrary loan under CONTU guidelines and distributed in paper, fax, or digital form. Libraries may include links to AR digital content in local electronic course reserve systems, or make a reasonable portion of the Products available in print course reserves, limited to use of Authorized Users of current classes.

Text and Data Mining. Authorized Users may use the Products to perform and engage in text and/or data mining activities for academic research, scholarship, and other educational purposes and may utilize and share the results of text and/or data mining in their scholarly work and make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Products. AR will, upon receipt of written request, cooperate with Subscriber and Authorized Users as reasonably necessary in making the Products available in a manner and form most useful to the Authorized User. AR shall provide to Subscriber, upon request, copies of the Products for text and data mining purposes without any extra fees.

Author Rights to Use Their Own Work. After manuscript acceptance and copyright transfer, substantial rights are granted to the author(s) by Annual Reviews:

The retention of patent and trademark rights to processes or procedures described within the work.

The nonexclusive right to use, reproduce, distribute, perform, update, create derivatives, and make copies of the work (electronically or in print) in connection with the author's teaching, conference presentations, lectures, and publications, provided proper attribution is given.

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The nonexclusive right to store the publisher-supplied PDF file of the work (“the published version”) in electronic reserve rooms for access by students at the author’s institution as part of the author’s teaching activities, so long as these files are made available free of charge and are removed when no longer connected to the author’s own teaching.

The nonexclusive right to use, reproduce, and distribute the publisher-supplied PDF of the work (“the published version”) in coursepacks, within the author’s own institution, so long as these copies are distributed to students free of charge.

The right to self-archive or deposit a “preprint” version of the work, defined as a manuscript that has not yet been reviewed, edited, or prepared for publication by Annual Reviews, in institutional, subject-based, national or other open repositories or archives (including the author’s own web pages or departmental servers), provided (a) any preprint version states explicitly by which Annual Reviews series the manuscript has been accepted, and (b) after the published version of the work appears on the Annual Reviews website, the preprint version is amended to include the following acknowledgment and link: “Posted with permission from the *Annual Review of XXXXX*, Volume XX, © by Annual Reviews, <http://www.annualreviews.org>.” The Subscriber and AR shall cooperate in the implementation of procedures for AR to deposit the preprint version into Subscriber’s institutional repository, or to make the preprint version available for Subscriber to harvest, as they are developed during the term of this Agreement.

The right to (a) use, reproduce, distribute, perform, and display the preprint version in connection with teaching, conference presentations, and lectures; (b) make full use of the preprint version in future research and publications; (c) republish, update or revise the preprint version in whole or in part for later publication; (d) meet requirements and conditions of research grants or publishing subventions provided by government agencies or non-profit foundations, and; (e) grant to the author’s employing institution some or all of the foregoing rights, as well as permission to use the preprint version in connection with administrative activities such as accreditation, mandated reports to state or federal governments, and similar purposes. In all cases, the author and/or the author’s employing institution will be expected to provide proper citation to the published version.

The right to self-archive, after the work’s publication, an Annual Reviews–supplied ePrint URL (a specially keyed URL that allows nonsubscribers to access an *Annual Review* article freely via the Annual Reviews website) on one personal website and/or one institutional repository. The ePrint URL provides free access to your article; Annual Reviews does not grant permission to directly self-archive a postprint file or the PDF of the article’s published version.

The right to distribute an Annual Reviews–supplied ePrint URL to colleagues who request reprints.

The right to include the work, in whole or in part, in a dissertation or thesis.

2. Limits of License

Neither Subscriber nor its Authorized Users may use the Products in the provision of any product, publication, or other service offered for commercial sale. This includes the creation of custom textbooks for sale, reproduction of bibliographies in other works for sale, or posting of any information from the Products on an open Website which would allow downloading AR works into commercial sites or services.

AR retains all copyright and intellectual property rights to the digital and print information provided under this Agreement.

3. Annual Reviews Obligations

AR will provide all efforts to make the Products available as defined in Appendix A and in its promotional literature and to commercial service standards consistent with operation of an information service over the

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Internet and institutional networks. AR will deliver printed products as outlined in Appendix A in a timely fashion.

AR warrants and will ensure that it holds distribution rights for all Titles and other information provided as part of its AR Online service.

AR will enable search and discovery service with Google Subscriber Links Program.

Persistent Linking. AR will comply with the most current version of the OpenURL standard (ANSI/NISA Z39.88), and will provide a mechanism for persistent links to content.

Online Terms and Conditions. In the event that AR requires Authorized Users to agree to additional terms relating to the use of the Products (commonly referred to as “click-through” or “clickwrap” licenses), or otherwise attempts to impose terms on Authorized Users through online terms and conditions invoked by the mere use or viewing of the Products, such terms shall not materially differ from the provisions of this Agreement. In the event of any conflict between the click-through terms or online terms and conditions and this Agreement, the terms of this Agreement shall prevail. For the avoidance of doubt, Authorized Users are not a party to this Agreement.

Support. AR will offer reasonable levels of support to assist Subscriber and Authorized Users in use of the Products. AR will make its personnel available by email and/or phone during Subscriber’s regular business hours, Monday through Friday, for feedback, problem-solving, or general questions and will respond in a timely manner.

Quality of Service. AR shall use reasonable efforts to ensure that AR’s server or servers have sufficient capacity and rate of connectivity to provide the Subscriber and its Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Subscriber’s locale. AR 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 server maintenance; software installation or testing; loading or making available additional Products as they become available; and unavailability because of service or equipment failure outside AR’s control (including problems with public or private telecommunications services, or Internet nodes or facilities). AR may schedule brief unavailability periods, but will do so only where (1) it has given at least forty-eight (48) hour notice to Subscriber, and (2) in ways and at times that minimize inconvenience to Subscriber and its Authorized Users, regardless of when notice has been given.

Problems with Products. If the Products fail to operate, display, load, or render in conformance with the terms of this Agreement, Subscriber shall immediately notify AR, and AR shall promptly use best efforts to restore access to the Products as soon as possible. In the event that the non-conformity materially affects the Subscriber’s or Authorized Users’ use of the Products, and AR fails to repair the nonconformity within five (5) business days, AR shall reimburse Subscriber for such problems in an amount that is proportional to the total Fees owed by Subscriber under this Agreement.

Completeness of Content. AR will inform Subscriber of instances where online content differs from print versions of the Products. Where applicable, AR will cooperate with Subscriber to identify and correct content errors or omissions, and when necessary, AR shall use reasonable efforts to ensure that the online content: (1) is at least as complete as print and other physical format versions of the Products; and (2) represents complete, accurate, and timely replications of the corresponding content contained within the print and other physical format versions of such Products.

In order to facilitate the assessment of completeness of content, AR will provide upon request of Subscriber a report of the content in the Products at the title, issue, chapter, or item level. AR will disclose to Subscriber content known or found to be missing from the Products, including but not limited to images, pages, issues, and chapters.

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If online content is a digitized version of print content and differs from the print or other physical format versions of Products so as to be substantially less useful to the Subscriber or its Authorized Users, the Subscriber may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement.

Notification of Modifications of the Products. From time to time AR may add, change, or modify portions of the Products, or migrate the Products to other formats. When such changes, modifications, or migrations occur, AR shall give notice of any such changes to the Subscriber as soon as is practicable, but in no event less than sixty (60) days in advance of modification. If any of the changes, modifications, or migrations renders the Products substantially less useful to the Subscriber or its Authorized Users, the Subscriber may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement.

Withdrawal of the Products. AR reserves the right to withdraw from the Products any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. AR shall give written notice of the withdrawal to the Subscriber as soon as is practicable, but in no event less than thirty (30) days in advance of withdrawal, specifying the item or items to be withdrawn.

If any such withdrawal renders the Products less useful to Subscriber or its Authorized Users, AR shall reimburse Subscriber for the withdrawal in an amount proportional to the total Fees owed by Subscriber for the Products under this Agreement. If any such withdrawal renders the Products substantially less useful to Subscriber or its Authorized Users, Subscriber may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement.

Usage Statistics. AR must provide both composite systemwide use data and itemized data for individual campuses and labs, on a monthly basis. Statistics shall meet or exceed the most recent project Counting Online Usage of NeTworked Electronic Resources (COUNTER) Code of Practice Release, including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Codes of Practice is issued, AR shall comply with the implementation time frame specified by COUNTER to provide use statistics in the new standard format.

AR shall not provide Subscriber's usage statistics in any form to any third party without the Subscriber's written authorization, unless the third party owns rights in the Products. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches, and will comply with all applicable privacy laws. AR shall not disclose or sell to other parties usage data or information about the Subscriber or its Authorized Users without the Subscriber's written permission or as required by law.

Confidentiality of Personally Identifiable Information. AR agrees that no personally identifiable information, including but not limited to log-ins recorded in system logs IP addresses of patrons accessing the system, saved searches, usernames and passwords, will be shared with third parties, except in response to a subpoena, court order, or other legal requirement. If AR is compelled by law or court order to disclose personally identifiable information of Authorized Users of patterns of use, AR shall provide the Subscriber with adequate prior written notice as soon as is practicable, so that Subscriber or Authorized Users may seek protective orders or other remedies. AR will notify Subscriber and Authorized Users as soon as is practicable if AR's systems are breached and the confidentiality of personally identifiable information is compromised.

Notice of the Use of Digital Rights Management Technology. In the event that AR utilizes or implements any type of digital rights management (DRM) technology to control the access to or usage of the Products, AR will provide to Subscriber a description of the technical specifications of the DRM and how it impacts access to or usage of the Products. In no event may such Digital Rights Management Technology be used in such a way as to limit the usage rights of a Subscriber or any Authorized User as specified in this Agreement or under applicable law. If the use of DRM renders the Products substantially less useful to the Subscriber or its Authorized Users, the Subscriber may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement.

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Use of Digital Watermarking Technology. In the event that AR utilizes any type of watermarking technology for any element of the Products, AR agrees that watermarks will not reduce readability of content and will not degrade image quality. These watermarks shall not contain user-related information, including but not limited to an account number, IP address, and usernames when the Products are used via IP authentication. If digital watermarking technology is implemented, AR will notify Subscriber at least thirty (30) days in advance of implementation, and AR will provide the technical specifications for the technology used. If the use of the watermarking technology renders the Products substantially less useful to the Subscriber or its Authorized Users, the Subscriber may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement.

Interoperability with Prevailing Web Browsers. AR will use reasonable efforts to ensure that the Products are accessible and interoperable with prevailing web browsers and internet access tools, including, at a minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.

Branding. AR will provide Subscriber the option to brand AR's Platform with the name of the Subscriber and/or Authorized Sites at Subscriber's discretion.

Open Access Option. AR will explore Open Access funding models and will make amendments to the Agreement if a model is put in place during the term of this Agreement.

4. Subscriber Obligations

The Subscriber agrees to exercise reasonable precautions, according to common industry practices, to limit access to AR Online databases to its Authorized Users. Subscriber shall not be required to report such user information to AR. Subscriber agrees to provide electronic security measures as feasible to ensure protection of AR data.

5. Warranties and Liability

The entire liability of AR whether in contract, tort, by statute or otherwise to the Subscriber and Authorized Users shall be the refund of any fees paid to AR. In no circumstances will AR be liable for damages including, without limitation, damages for loss of data or corruption of data, loss of programs, loss of business, goodwill, or other incidental, consequential or indirect losses of any nature arising out of the use, or inability to use AR databases. AR will not be liable for any losses arising from any errors, omissions, or other inaccuracies in or corruption caused in the AR databases, whether caused by transmission processing or otherwise to the Titles provided online or otherwise made accessible.

AR warrants that the Products make best efforts to comply with California and federal disabilities laws and regulations, and conform to the accessibility requirements of [Web Accessibility Initiative, Web Content Accessibility Guidelines \(WCAG\) 2.0 at level AA](#).¹ AR's most recent VPAT will be provided with this Agreement.

AR shall indemnify and hold harmless the Subscriber and Authorized Users for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim that alleges copyright infringement or other intellectual property infringement arising from the use of the Products by the Subscriber or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This section shall survive the termination of this Agreement.

¹ <http://www.w3.org/WAI/guid-tech.html>

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6. General Terms

This Agreement constitutes the entire understanding between AR and Subscriber. Each party affirms its signatory is authorized to agree to the terms of this Agreement. Neither party shall assign this Agreement without written consent of the other. Notice of changes in this Agreement shall be provided in writing at the addresses below.

If to AR:

[REDACTED]
Director of Sales
Annual Reviews
4139 El Camino Way, Palo Alto, CA 94306

If to Subscriber:

Licensing contact:

[REDACTED]
Assistant Director for Systemwide Licensing
California Digital Library
University of California, Office of the President
415 20th Street, 4th Floor
Oakland, California 94612 USA
Phone: [REDACTED]
Email: [REDACTED]

Invoicing contact:

[REDACTED]
CDL Acquisitions Coordinator
University of California
Geisel Library
9500 Gilman drive 0175K
La Jolla, California 92093-0175 USA
Phone: [REDACTED]
Email: [REDACTED]

Technical contact:

CDL Support
California Digital Library
University of California, Office of the President
415 20th Street, 4th Floor
Oakland, California 94612 USA
Phone: [REDACTED]
Email: [REDACTED]

This Agreement shall be in effect from the effective date through the expiration date as set out in Appendix A unless terminated earlier in accordance with the Early Termination permitted by this Agreement. This Agreement is automatically renewable in subsequent years with the approval of both parties. AR shall provide Subscriber with renewal quotes no less than sixty (60) days prior to the end of the current term.

7. Early Termination

Early Termination for Financial Hardship. The Subscriber may terminate this Agreement without penalty if sufficient content acquisitions funds are not allocated to enable the Subscriber, in the exercise of its reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, Subscriber will notify AR of the intent to terminate the Agreement as soon as is reasonably possible, but in any case, no less than 30 days prior to next payment date, and this transaction shall terminate on the last day of the subscription period for which payment has been made without penalty of expense to the Subscriber of any kind whatsoever, except as to the portions of payments herein agreed for

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which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination the Subscriber shall maintain its perpetual right to materials licensed under the subscription periods for which it has fully paid, subject to the terms of this Agreement.

Termination by Breach. If either party believes that the other has materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to use all reasonable means to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. In the case of unauthorized use which is causing serious and immediate material harm to AR, AR may temporarily suspend such offending individual Authorized User's access to the Products (e.g. by blocking an individual user's IP address), provided that AR immediately notifies the Subscriber of any such suspension, including the reason for the block and any supporting details. Such temporary suspensions will be of the shortest duration possible sufficient to terminate the alleged unauthorized activity and prevent its resumption.

If the breach is not cured within the sixty (60) day period, the non-breaching party shall have the right to terminate the Agreement without further notice. Once this Agreement ends, by early termination or otherwise, AR may terminate access to the Products by Subscriber and Authorized users, subject to the Perpetual Rights section below. In addition, authorized copies of Products made by Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement.

8. Perpetual Rights

Perpetual License. Notwithstanding anything else in the Agreement, AR grants to Subscriber a nonexclusive, royalty-free, systemwide perpetual license to use any Products that were subscribed to or for which a perpetual license fee has been paid during the term of this Agreement on our server. If AR is unable to provide access via our server, and an archive will be supplied in a mutually agreed format.. 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 Subscriber shall have access to such Products shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement. If AR's means of access is not available, the Subscriber may provide substantially equivalent access to the Products by use of an archival copy or by engaging the services of third-party trusted archives (such as Portico) and/or participating in collaborative archiving endeavors to exercise its perpetual use rights.

Third Party Archiving Services. AR and Subscriber acknowledge that either party may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise Subscriber's rights under this section of the Agreement. AR agrees to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Products available for archiving purposes. Subscriber may perpetually use a third-party trusted system or collaborative archive to access or store the Products, so long as Subscriber's use is under the same terms as this Agreement.

In the event AR discontinues or changes the terms of its participation in a third-party archiving service, AR shall notify the Subscriber in advance, and shall in good faith seek to establish alternative arrangements for trusted archiving and perpetual access to the Products.

9. Governing Law

This Agreement shall be interpreted and construed according to, and governed by, the laws of California, excluding any such laws that might direct the application of the laws of another jurisdiction.

10. Dispute Resolution & Venue

In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as possible. In the event that the parties cannot, by exercise of their good faith efforts, resolve the dispute, they shall submit the dispute to informal mediation, as further described below in this paragraph. The parties shall continue to perform their respective

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obligations under this Agreement that are not affected by the dispute. The party invoking mediation shall give to the other party written notice of its decision to seek informal mediation, and the notice must include a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.

If the dispute is not resolved within thirty (30) calendar days of the meeting among the parties' executives, either party may pursue a legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in Alameda County, California (or, if applicable, the federal court located in the Northern District of California). During such court action, the parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute.

11. Force Majeure

Neither party shall be liable in damages or have the right to terminate 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, labor strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

12. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of both parties.

13. 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.

14. Waiver of Contractual Right

Waiver of any provision herein shall not be deemed 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.

12. Execution

The parties agree that scanned and/or electronically signed versions of this originally executed Agreement are acceptable in lieu of printed signed copies and are to be given full force and effect under law.

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

[Redacted Signature]

4139 El Camino Way, Palo Alto, CA 94306

[Redacted Signature]

Subscriber

10/31/17
Date

10/27/2017
Date

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415 20th Street, 4th floor, Oakland, CA 94612, USA

Address

Signed By



Associate Executive Director
Title

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Appendix A: Products and Services

Products and Fees:

- 2018 Complete Sciences + Economics Collections at total [REDACTED]
- 2019 Complete Sciences + Economics Collections at total [REDACTED]
- 2020 Complete Sciences + Economics Collections at total [REDACTED]

Contract Term: January 1, 2018 - December 31, 2020

Access Conditions: Unlimited simultaneous user UC systemwide perpetual access

Authentication: IP authentication (See Appendix C for IP addresses)

Payment Terms: The Subscriber will pay a single invoice for the annual fee. All fees are due sixty (60) days after the date of invoice from AR, but no earlier than thirty (30) days before renewal.

Previous collections are covered under separate agreements with each campus.

Deeply Discounted Print (DDP) Titles: Print subscriptions shall be optionally available to UC campuses at the following rates:

[REDACTED]

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Appendix B: Authorized Sites

University of California, Berkeley (including Lawrence Berkeley National Laboratory)

University of California, Davis

University of California, Irvine

University of California, Los Angeles

University of California, Merced

University of California, Riverside

University of California, San Diego

University of California, San Francisco

University of California, Santa Barbara

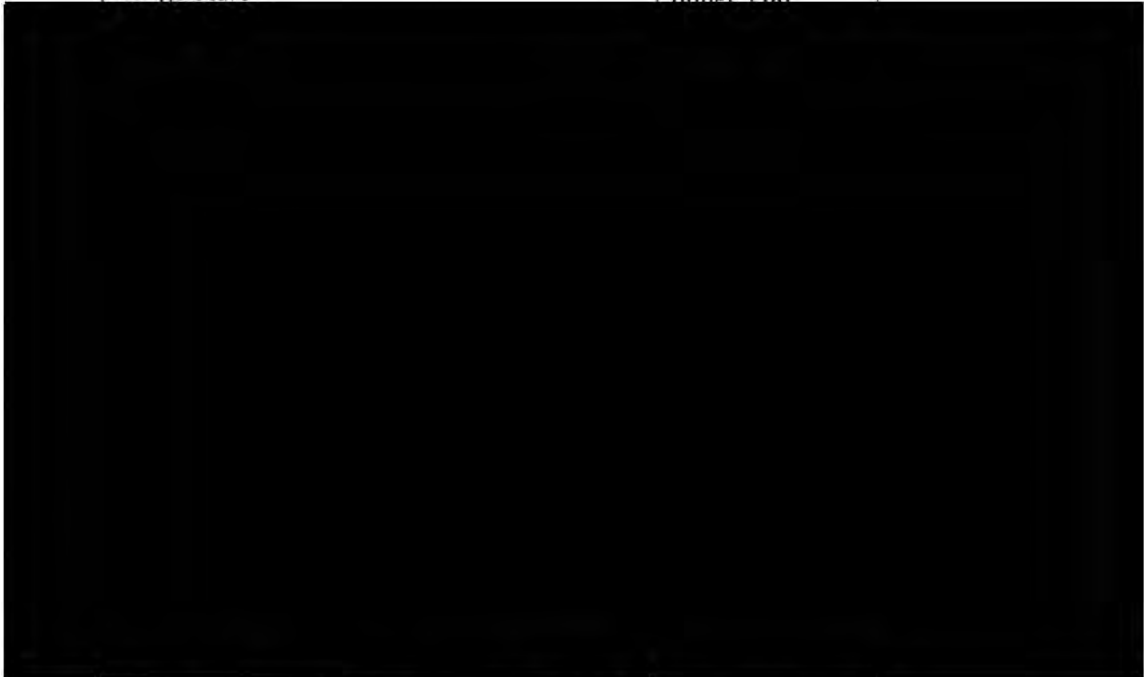
University of California, Santa Cruz

University of California Office of the President (for administrative purposes)

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Appendix C: IP Addresses

Berkeley (UCB)	
Range Start	Range End



Lawrence Berkeley National Laboratory (LBL)	
Range Start	Range End



Davis (UCD)	
Range Start	Range End



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Irvine (UCI)	
Range Start	Range End



Los Angeles (UCLA)	
Range Start	Range End



Merced (UCM)	
Range Start	Range End



Office of the President (UCOP)	
Range Start	Range End



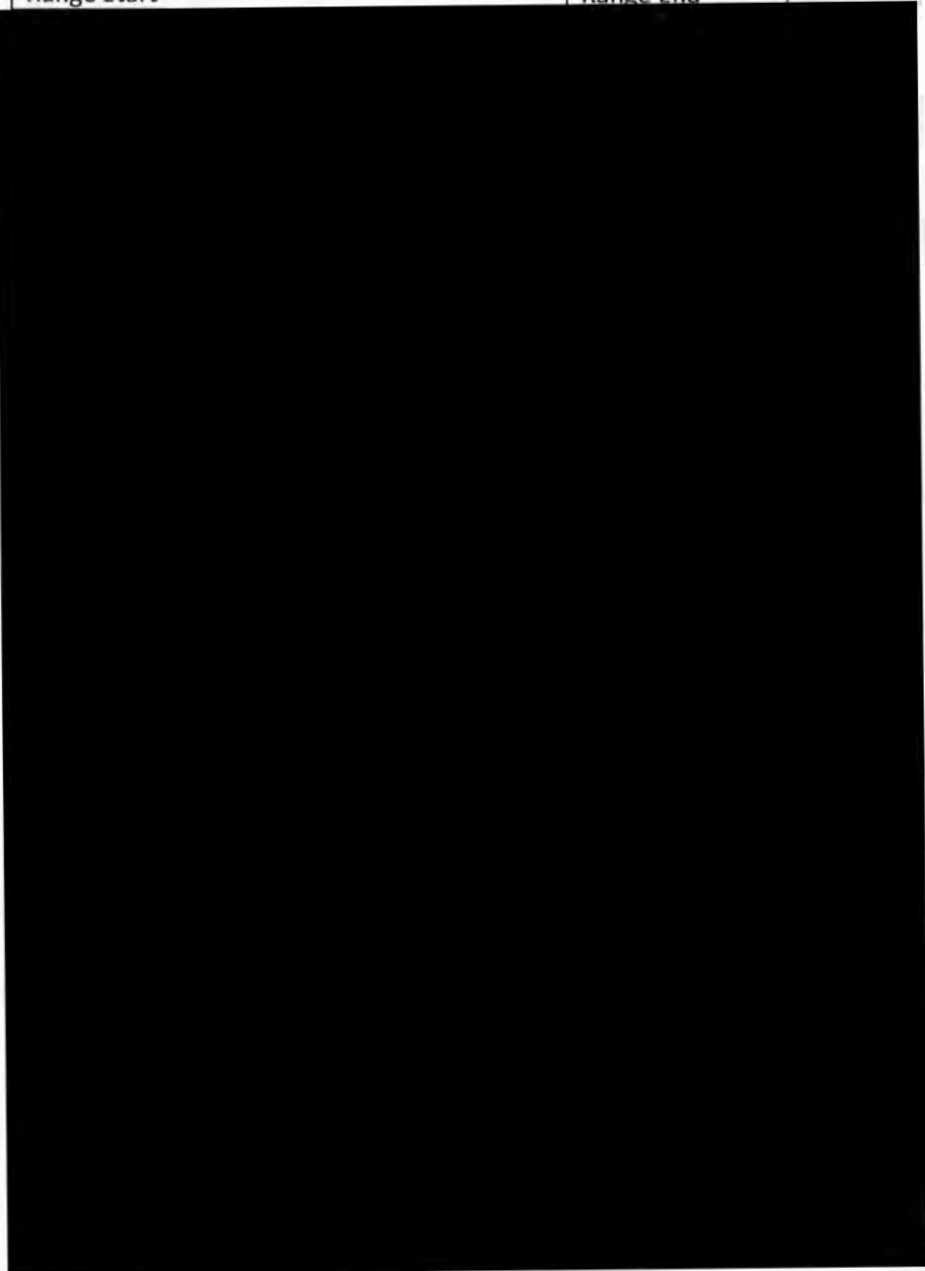
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Riverside (UCR)	
Range Start	Range End



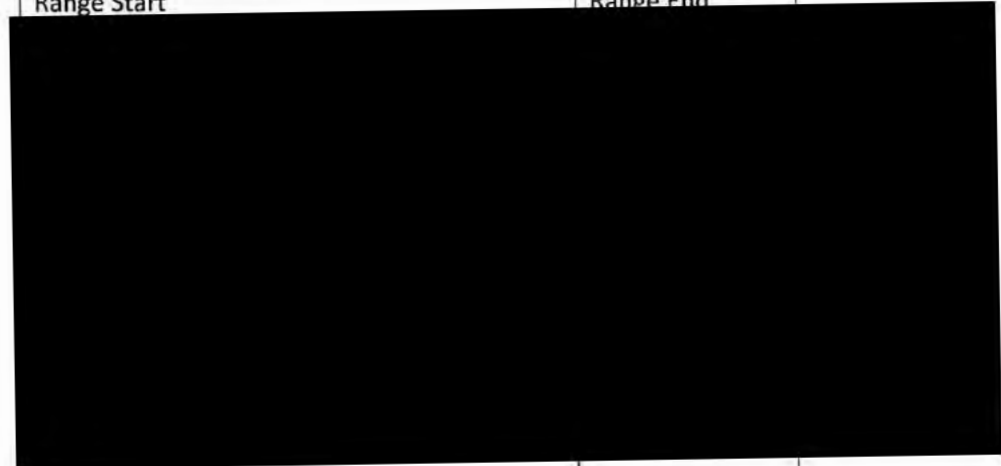
San Diego (UCSD)	
Range Start	Range End



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San Francisco (UCSF)	
Range Start	Range End



Santa Barbara (UCSB)	
Range Start	Range End



Santa Cruz (UCSC)	
Range Start	Range End

