

**THE ECONOMIST INTELLIGENCE UNIT N.A. INCORPORATED**

**Educational Institution Internet User Agreement (I.P. Control) Consortia**

**August 21, 2000**

**MEMBERS:** The following divisions/campuses of the University of California: Berkeley, Davis, Irvine, Los Angeles, Merced, Riverside, San Diego, San Francisco, Santa Barbara, Santa Cruz and the Office of the President

**CLIENT CONTACT:** [REDACTED] Director, Shared Content

**ADDRESS:** Office of the President  
[REDACTED]

**EMAIL ADDRESS:** [REDACTED]

**SALES EXECUTIVE:** [REDACTED]

The Economist Intelligence Unit N.A. Incorporated, with its regional offices at The Economist Building [REDACTED] United States ("EIU") wishes to make certain valuable, proprietary international business information available to the Client through a portion of EIU's World Wide Web sites on the Internet and the Client, an educational institution, wishes to gain access to this information. The parties therefore agree as follows:

1. **Date of commencement:** September 1, 2000
2. **Licensed Information:** The proprietary electronic publications listed in Table A and all other information on the Site.
3. **Site:** The EIU World Wide Web site(s) on which the Licensed Information can be accessed.

**Authorized Users:** The Client's faculty, staff, students, and users at terminals located in the facilities of the following University of California campuses: Berkeley, Davis, Irvine, Los Angeles, Merced, Riverside, San Diego, San Francisco, Santa Barbara, Santa Cruz and the Office of the President.

5. **Initial Term:** This Agreement shall continue for an initial term of twelve months from the date of commencement and thereafter subject to the provisions for termination as set out in the attached Terms of Use.
6. **License Fee:** The Client shall pay EIU a license fee for the Licensed Information in accordance with the agreed rates set out in Table A.
7. **License:** EIU hereby grants the Client a non-exclusive license to provide the Authorized Users referred to in Section 4 above access to and use of the Licensed Information on the Site for the Authorized Users' educational purposes.
8. **Terms and Conditions:** The attached Table and Terms of Use shall form part of this Agreement.

**Consortium Terms:** References to the Client in the Agreement shall be deemed to refer to The Regents of the University of California, which shall be liable for any breach of this Agreement committed by any of the campuses outlined under "Members", above

For EIU



Title: Contract Manager

Date: 8/21/00

For and on behalf of the Members



Title: Director, Shared Content

Date: 8/29/00

## TABLE B

### Country Coverage by Publication

#### Country Report/Profile

##### Africa

Angola  
 Botswana, Lesotho  
 Cameroon, CAR, Chad  
 Congo, (Brazzaville),  
 São Tomé and Príncipe,  
 Guínea-Bissau, Cape Verde  
 Côte d'Ivoire, Mali  
 Ethiopia, Eritrea, Somalia,  
 Djibouti  
 Gabon, Equatorial Guinea  
 Ghana  
 Guinea, Sierra Leone, Liberia,  
 Kenya  
 Mauritius, Madagascar,  
 Seychelles  
 Mozambique, Malawi  
 Namibia, Swaziland  
 Niger, Burkina Faso  
 Nigeria  
 Rwanda, Burundi  
 Senegal, The Gambia,  
 Mauritania  
 South Africa  
 Tanzania, Comoros  
 Togo, Benin  
 Uganda  
 Zambia, Democratic Republic of Congo  
 Zimbabwe

##### Asia/Pacific

Australia  
 Bangladesh  
 Cambodia, Laos  
 China, Mongolia  
 Hong Kong, Macau  
 India, Nepal  
 Indonesia  
 Japan  
 Malaysia, Brunei  
 Myanmar (Burma)  
 New Zealand  
 Pacific Islands: Fiji,  
 New Caledonia, Samoa,  
 Solomon Islands, Tonga, Vanuatu  
 Pakistan, Afghanistan  
 Papua New Guinea  
 Philippines  
 Singapore  
 South Korea, North Korea  
 Sri Lanka  
 Taiwan  
 Thailand  
 Vietnam

##### Latin America & Caribbean

Argentina  
 Bermuda, Bahamas,  
 Barbados, Netherlands  
 Antilles, Aruba,  
 Turks & Caicos Islands,  
 Cayman Islands,  
 British Virgin Islands  
 Bolivia  
 Brazil  
 Chile  
 Colombia  
 Costa Rica  
 Cuba  
 Dominican Republic, Haiti,  
 Puerto Rico  
 Ecuador  
 Guatemala, El Salvador  
 Jamaica, Belize, Organisation  
 of Eastern Caribbean States  
 (Windward and Leeward Islands)  
 Mexico  
 Nicaragua, Honduras  
 Panama  
 Peru  
 Trinidad and Tobago,  
 Guyana, Suriname  
 Uruguay, Paraguay  
 Venezuela

##### Middle East & North Africa

Algeria  
 Bahrain, Qatar  
 Egypt  
 Iran  
 Iraq  
 Israel, The Occupied Territories  
 Jordan  
 Kuwait  
 Lebanon  
 Libya  
 Morocco  
 Oman  
 Saudi Arabia  
 Sudan  
 Syria  
 Tunisia  
 United Arab Emirates  
 Yemen

##### North America

Canada  
 United States of America

##### Europe & former Soviet Union

Albania  
 Austria  
 Azerbaijan  
 Belarus, Moldova  
 Belgium, Luxembourg  
 Bosnia and Hercegovina  
 Bulgaria  
 Croatia  
 Cyprus, Malta  
 Czech Republic  
 Denmark, Iceland  
 Estonia  
 European Union  
 Finland  
 France  
 Georgia, Armenia  
 Germany  
 Greece  
 Hungary  
 Ireland  
 Italy  
 Kazakhstan  
 Kyrgyz Republic, Tajikistan  
 Latvia  
 Lithuania  
 Macedonia  
 Netherlands  
 Norway  
 Poland  
 Portugal  
 Romania  
 Russia  
 Slovakia  
 Slovenia  
 Spain  
 Sweden  
 Switzerland  
 Turkey  
 Turkmenistan  
 Ukraine  
 United Kingdom  
 Uzbekistan  
 Yugoslavia (Serbia-Montenegro)

**TERMS OF USE: EDUCATIONAL INSTITUTION INTERNET USER AGREEMENT**  
**(I.P. CONTROL)**

These terms form part of the agreement between The Economist Intelligence Unit N.A. Incorporated ("EIU") and the client described on the attached schedule ("the Client") and refer to words defined below and in the attached schedule.

**1. Definitions**

"EIU Ltd" means The Economist Intelligence Unit Limited, a company affiliated with EIU.

"Publishers" means EIU Ltd and certain of its affiliates, who are the owners of the Licensed Information.

References to "educational purposes" in this Agreement mean the relevant Authorized User's own non-commercial purposes related to education, criticism, comment, teaching or research.

**2. Scope of License**

2.1 Permitted Uses. Authorized Users are permitted to print or download reasonable portions of the Licensed Information for their own educational purposes. Authorized Users may, in connection with their educational purposes, on an occasional and irregular basis, provide insubstantial portions of the Licensed Information to non-authorized users or in scholarly works, articles, memoranda, reports and presentations provided that (i) these insubstantial portions are only made available in print or by secure electronic means to a limited number of individuals and (ii) Client's Employees must include copyright notices from EIU and the Publishers and original source attribution whenever providing any portions of the Licensed Information to any other persons. Client may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan, provided such requests are fulfilled in hard copy, not by electronic transmission. Client agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC \*108. "Limitations on exclusive rights: Reproduction by libraries and archives") and the Guidelines for the Proviso of Subsection 108 (2g) (2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

Re: Archiving - The Client is allowed to make one back-up copy (in either print or electronic medium) of data from the electronic journal/volumes for the purpose of preservation of and/or the creation of a useable archive.

Re: Linking - Client may provide electronic links to the Licensed information from Client's web page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed information to Authorized Users. EIU staff will provide assistance to Client upon request in creating such links effectively. Client agrees to make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by EIU. EIU will also provide means for Client to link directly from records in Client's bibliographic computing systems to the content in the Licensed Information at the title, issue, and article levels, using standard internet communications and applications protocols, and such other methods as may be agreed to by EIU and the Client. Other than the creation of such links, Client shall not modify, manipulate, or create a Derivative Work of the Licensed Information without the prior written permission of EIU.

2.2 Prohibited Uses. The Client and the Authorized Users shall not knowingly allow any other person to use or share their password(s), or to allow an unauthorized user to have access to the Site. EIU reserves the right to terminate this Agreement, in the event of material, repeated or persistent unauthorized use of the site or licensed information. Any material breach of this restriction may result in temporary termination of access to the Site for the allegedly offending IP addresses or Authorized User(s). Except as permitted in clause 2.1 above, no portion of the Licensed Information may be reproduced or stored in or transmitted to any other web site, newsgroup, mailing list, or electronic bulletin board, or regularly or systematically stored in electronic or print form, without the prior written consent of EIU. Any use of the Licensed Information not specifically permitted by this Section 2 is expressly prohibited. Requests for permission for other uses may be sent to [REDACTED] Director, EIU Electronic, [REDACTED] and may be subject to a fee.

### **3. Intellectual Property Protection**

The contents and design of the Site, and all materials distributed in conjunction with the Site, including documentation, are copyright of the Publishers (which for these purposes may include their suppliers). All rights are reserved. The Client is not permitted to use or reproduce or allow anyone to use or reproduce any trade marks or other trade names appearing on the Site or in the Licensed Information for any reason. The software which operates the Site is proprietary software and the Client is not permitted to use it except as expressly allowed under the terms of this Agreement. The software may not be copied, reverse engineered, modified or otherwise dealt with by the Client.

### **4. License Fee and Payment**

The License Fee is subject to annual adjustment upon prior notice given by EIU to the Client. EIU shall render an invoice annually in advance to the Client for the amounts due, plus applicable federal, state, and local taxes. The Client shall remit all amounts due within thirty (30) days after receipt of invoice, in U.S. dollars.

### **5. Auditing**

EIU reserves the right to monitor the record activity on the Site, including access to the Licensed Information, which information EIU shall convey to Client upon request.

### **6. Term and Termination**

- 6.1 This Agreement shall automatically renew on an annual basis, unless: (i) either party gives the other party hereto not less than ninety (90) days' written notice of its intention to terminate prior to the renewal date of any given one year term, in which case the Agreement shall expire on such renewal date; or (ii) either party breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach, in which case the other party will have the right to terminate this Agreement immediately by giving written notice to the party in breach; or (iii) the Client gives EIU written notice of termination within thirty (30) days of receipt of an annual License Fee adjustment, in which case the Agreement shall expire on the relevant renewal date.
- 6.2 The rights of termination are in addition to all other rights or remedies of the parties provided in this Agreement or by law. In the event this Agreement is terminated, the Client's and the Authorized Users' right to access the Licensed Information via the Site will cease immediately.
- 6.3 Upon termination of this Agreement, Client shall be entitled to retain one copy (in either print or electronic medium) of the content previously licensed by and accessible to Client hereunder on a nonexclusive, royalty-free, perpetual license to use such content as permitted under this Agreement

### **7. No Warranty and Disclaimer of Liability**

- 7.1 Whilst every effort has been made to ensure the high quality and accuracy of the Licensed Information, EIU makes no warranty, express or implied concerning the Licensed Information and the Site, and expressly disclaims all warranties, including but not limited to warranties of fitness for a particular purpose and warranties of merchantability. In no event will EIU or its affiliates be liable for direct, special, incidental, or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising directly or indirectly from the use of (or failure to use) or reliance on the Licensed Information or the Site, even if EIU has been advised of the possibility that such damages may arise. EIU does not guarantee the accuracy, content, or timeliness of the Licensed Information.
- 7.2 Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages the above limitation or exclusion may not apply to the Client. Save as set out in Clause 7.3 below, in no event shall any liability of EIU, its affiliates, agents and licensors, if any, arising out of any kind of legal claim (whether in contract, tort, or otherwise) in any way connected

with the Site or the Licensed Information exceed the amount paid by the Client to EIU under this Agreement in any 12 month period

7.3 EIU shall defend, indemnify, and hold harmless Client, their officers, agents and employees from all damages, liabilities, costs, fees, including, but not limited to, attorney's fees, resulting from any judgement or settlement agreement arising out of the claim of a third party that EIU's sale of products to Client or Client's use of said products in accordance herewith constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary right of any third party, provided that:

(i) Client shall give prompt notice of an infringement claim to EIU;

(ii) Client shall provide such cooperation and assistance to EIU as is reasonably necessary to defend the claim;

(iii) Client shall allow EIU to have sole control of the defense, provided, however, that Client retains the right to participate in the defense at its own expense;

(iv) EIU shall not be responsible for any compromise made by Client or its agents without EIU's consent.

NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THE INDEMNIFICATION SET OUT IN THIS CLAUSE 7.3.

Re: Dual License – No notice, statement or disclaimer displayed to Authorized Users through the publisher's web site or by other means shall supercede, limit, or otherwise modify the provisions of this Agreement.

## 8. Security

The Client agrees to notify EIU as soon as possible if it becomes aware of any unauthorized use of the Licensed Information or the Site.

The parties shall cooperate in the implementation of additional security procedures as they are developed.

## 9. Force Majeure

EIU, its affiliates, and its information providers shall not be liable or deemed to be in default for any delay or failure in performance or interruption of the delivery of Licensed Information resulting directly or indirectly from any cause or circumstance beyond its or their reasonable control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, or governmental restrictions.

## 10. Taxes

The Client shall be responsible for the proper payment of all taxes, which may be levied or assessed, based on the Client's use of the Licensed Information, the Site, or on any payments by the Client to EIU hereunder, other than EIU's income taxes.

## 11. Amendment

This Agreement may only be amended or modified by express written consent of both parties hereto.

## 12. Miscellaneous

12.1 Assignment of Agreement. This Agreement is personal to the parties and the rights and obligations of the parties may not be assigned or otherwise transferred without written consent of both parties hereto.


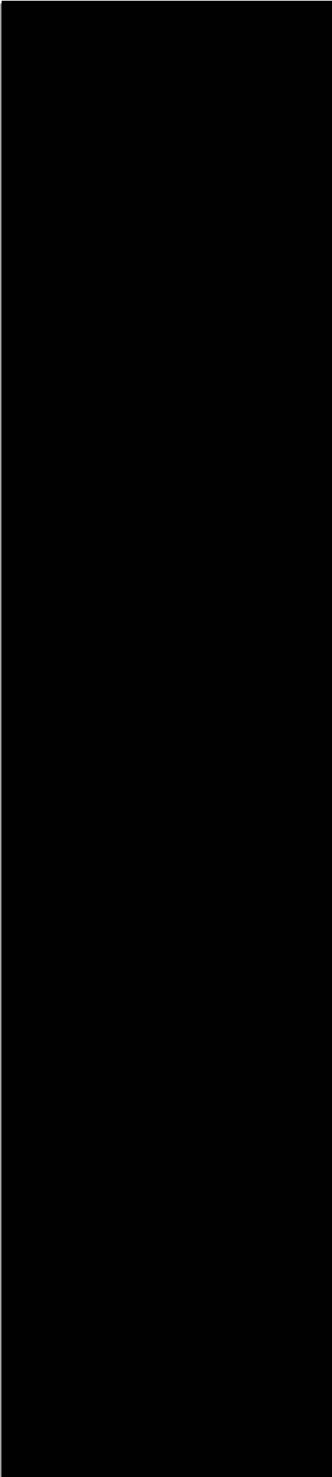
12.2 Non-Waiver. No delay or omission on the part of either party in requiring performance by the other party of its obligations will operate as a waiver of any right.

- 12.3 Notices. Notices shall be given in writing by letter and shall be sent to the intended recipient's last known place of business (i) for EIU, in New York (for the attention of Lou Celi, Managing Director, EIU Electronic) and (ii) for the Client, at the Client address for the attention of the Client contact set out in this Agreement. Such letters shall be deemed received on the date of dispatch if sent by fax (or on the following business day, if sent after the recipient's normal business hours) or on the expiry of 2 business days from the date of posting if sent by overnight post.
- 12.4 No Joint Venture. No joint venture, partnership, employment, or agency relationship exists between the Client and EIU as a result of this Agreement or the Client's use of the Licensed Information or the Site.
- 12.5 Severability/Survival/Statute of Limitations. If any provision of this Agreement shall be invalid or unenforceable, such shall not render the entire Agreement unenforceable or invalid but rather the Agreement shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly. Any cause of action with respect to this Agreement must be filed in a court of competent jurisdiction in California within one year after the cause of action has arisen, or such cause shall be barred, invalid, and void.
- 12.6 Entire Agreement. This Agreement constitutes the entire agreement between EIU and the Client and any terms implied by law which may be excluded by contract are excluded.
- 12.7 Authority. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement, and that the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.
- Re: Completeness of Content – EIU shall use reasonable efforts to ensure that the online content is equivalent to EIU print journals, represents complete, faithful and timely replications of the print versions of such journals, and will cooperate with the Client to identify and correct errors or omissions.
- Re: Server Availability – EIU shall use reasonable efforts to provide continuous service 7 days a week with an average of 98% up-time per month. The 2% down-time includes scheduled maintenance and repair. Scheduled down-time will be performed at a time to minimize inconvenience to customer's world-wide.
- 12.8 The Client shall make reasonable efforts to keep confidentiality to the University of California the business arrangements between UC and EIU stemming from this Agreement, including the license fee. To the extent permitted by law, the Client shall make reasonable efforts to protect the license fee from being revealed to third parties. Such efforts shall extend to marking relevant documents as "Confidential to UC" and informing relevant UC staff of the sensitive nature of this information.

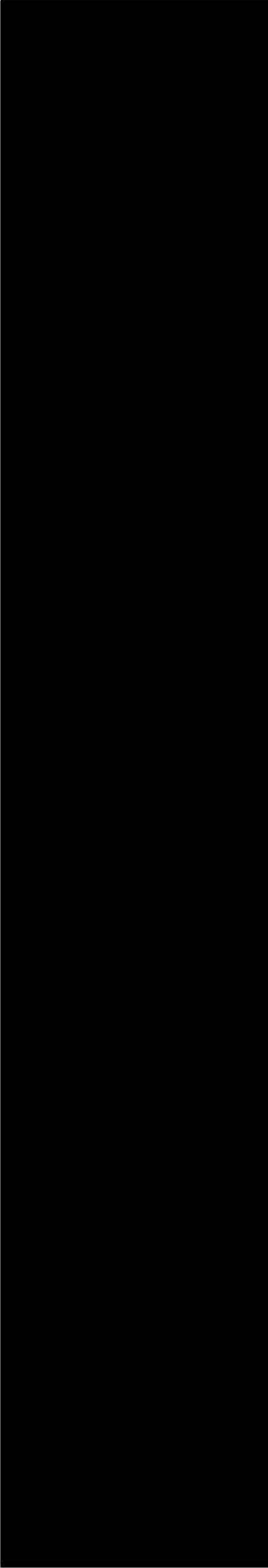
### 13. **Governing Law**

This Agreement shall be governed by the laws of the United States of America without reference to the choice of law provisions thereof. Both parties irrevocably agree to submit to the personal jurisdiction and venue of the federal and state courts presiding in California.

TABLE A

Electronic Publications*	Fees	I.P. addresses of Authorized Terminals	Permitted Location(s) of Authorized Terminals
126 Country Reports for all UC campuses			UC Berkeley
			UC Davis
			UC Irvine
			UC Los Angeles






UC Merced  
UC Riverside

UC San Francisco

UC Santa Barbara  
UC Santa Cruz

UC San Diego



UC OP - California  
Digital Library

UC DC - Washington  
D.C. Program  
UC Los Alamos  
National  
Laboratory

UC Lawrence  
Berkeley  
Laboratory  
UC Lawrence  
Livermore  
Laboratory

Stanford

Print Publications

The print versions of the electronic publications delivered to the Client under this Agreement may be purchased at a [redacted] discount on the normal retail price. To qualify for this discount, the Client must channel orders for print publications through the Client's designated EIU accounts manager(s).