



## ELSEVIER SUBSCRIPTION AGREEMENT

This agreement (“Agreement”) is entered into as of 20 August 2019 by and between the **Regents of the University of California on behalf of the California Digital Library**, University of California Office of the President, 415 20<sup>th</sup> Street, 4<sup>th</sup> floor, Oakland, CA 94612, USA (the “Subscriber”), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands (“Elsevier”).

The parties hereto agree as follows:

### SECTION 1. SUBSCRIPTION.

#### 1. *Subscribed Products.*

Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 (“Subscribed Products”) and provide the Subscribed Products to its Authorized Users (as defined herein) which rights are worldwide with respect to off-campus remote access by Authorized Users and perpetual where indicated and as described in detail on Schedule 1 (which rights survive the termination of this Agreement), subject to the terms and conditions of this Agreement.

#### 2. *Authorized Users/Sites.*

Authorized Users are the full-time and part-time students, faculty, staff and researchers of the Subscriber and individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber’s locations listed on Schedule 2 (the “Sites”) only and individuals using computer terminals within the facilities at the Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use (“Walk-in Users”).

#### 3. *Authorized Uses.* Each

Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User;
- incorporate links to the Subscribed Products on the Subscriber’s intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use;
- store individual journal articles from the ScienceDirect Subscribed Products in the private library of a social networking site for the Authorized User’s own personal use only;
- share individual journal articles from the ScienceDirect Subscribed Products with third party colleagues individually for their scholarly or research use;

- share individual journal articles from the ScienceDirect Subscribed Products with a limited number of third party colleagues as part of an invitation only working group on non-commercial platforms or tools, for personal, scholarly or research use; and
- access, search, browse, view, print, make electronic copies and store for the exclusive use of such Authorized User or, if the Authorized User is a librarian/information specialist, for the exclusive use of another Authorized User certain journal articles and book chapters from the ScienceDirect® online service that are not subscribed to as part of the Subscribed Products, with each twenty-four (24) hour access period for a selected article or chapter, a “Transaction”.

The Subscriber may:

- deliver journal articles from Subscribed Titles (as defined herein) and, if any, book chapters from the ScienceDirect Subscribed Products to fulfill requests as part of the practice commonly known as “interlibrary loan” from non-commercial libraries located within the United States, provided that the Subscriber’s staff reviews the requests and fulfills the requests in compliance with Section 108 of the U.S. Copyright Law (17 U.S.C. § 108) and the Guidelines for the Proviso of Subsection 108(g)(2) (Final Report of the National Commission on New Technological Uses of Copyrighted Works, 1978).

The Subscriber and Authorized User may:

- access the text and data mining service online via an API at <http://dev.elsevier.com> to continuously and automatically extract and index and/or process information from the ScienceDirect Subscribed Products to which the Subscriber separately subscribes and load and integrate the results (the “TDM Output”) on the Subscriber’s text-mining system for access and use by Authorized Users; and
- distribute the TDM Output externally, which may include limited query-dependent excerpts from text of individual full text articles or book chapters (“Snippets”) or bibliographic metadata. Where Snippets and/or bibliographic metadata are distributed, they should be accompanied by a DOI link that points back to the individual full text article or book chapter. Where images are used the Subscriber should clear the rights for reuse with the relevant copyright owner and/or rights holder. Further the TDM Output should include a notice in the following form:

*“© Some rights reserved. This work permits non-commercial use, distribution, and reproduction in any medium, provided the original author and source are credited.”*

The Subscriber will make reasonable efforts to ensure that TDM Output is not used by the Subscriber or Authorized Users for commercial purposes, and to inform all third parties that TDM Output is not to be used for commercial purposes.

The Subscriber will exercise the same degree of care and apply the same level of security control with respect to the use of the text and data mining service online and the activities under this Agreement as with the Subscriber’s own product and services.

As additional restriction in this usage grant, the Subscriber and its Authorized Users may not:

- utilize the TDM Output in a way that would compete with the value of the final peer review journal article or the Subscribed Products, or have the potential to compete with, to substitute

and/or replicate any other existing Elsevier products, services and/or solutions or to enhance the products or services and/or solutions of the engaged vendor.

#### 1.4 *Restrictions on Use of Subscribed Products.*

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Subscribed Products without express written permission of Elsevier, which shall not be unreasonably withheld provided Authorized Users are engaging in activities for academic research or other educational purposes which do not affect overall platform stability, availability and performance;
- substantially or systematically reproduce, retain, store locally, redistribute or disseminate online the Subscribed Products; or
- post individual items from the Subscribed Products on social networking sites.

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.

#### 1.5 *Intellectual Property Ownership.*

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

## **SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.**

### *1. Access to Subscribed Products.*

Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein. Subject to the terms of this Agreement, the Subscriber and its Authorized Users shall have unlimited simultaneous access to the Subscribed Products.

### *2. Quality of Service.*

Elsevier will use commercially reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

### *3. Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the

right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing.

4. *Usage Data Reports.*

Elsevier will make usage data reports on the Subscriber's usage activity accessible online on a monthly basis to the librarians/administrators employed by the Subscriber. The Subscriber reserves the right to collect, analyze, and make results of such analysis available to both internal and external constituencies of usage data compiled by Elsevier and made available to the Subscriber. Such reports may be accessed by vendors or other third parties retained by the Subscriber solely for the purpose of usage analysis by the Subscriber and may not be accessed or used by vendors or third parties for any other purposes. Elsevier will make commercially reasonable efforts to comply with the then currently valid COUNTER Code of Practice.

Elsevier will maintain as confidential and not disclose to any non-affiliated third party without the Subscriber's prior written consent or as required by law any search or other usage data except in aggregated, collective or anonymized form.

5. *DRM/Watermarking Technologies.*

Elsevier will endeavor to on no less than three (3) months' notice provide the Subscriber with information about any proposed implementation by Elsevier of technical protection measures or digital rights management ("DRM") or watermarking technologies by which the Subscribed Products would be technically enabled or disabled with respect to electronic access, legibility, usage, distribution or privacy rights. Elsevier 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. In no event may DRM technology be used in such a way as to limit the usage rights of the Subscriber or any Authorized User as specified in this Agreement or under applicable law.

6. *MARC Records.*

When applicable to the Subscribed Products, at Subscriber's request, Elsevier shall provide full OCLC-quality batched sets of MARC records incorporating Subscriber specifications at no additional cost by the date of the execution of this Agreement, updates to existing records and new title records.

### **SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.**

1. *Authentication.*

Access to the Subscribed Products will be authenticated by the use of Internet Protocol ("IP") address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2. Distribution of usernames, passwords, credentials or otherwise providing remote access to the Subscribed Products by Authorized Users who are Walk-in Users is not permitted.

2. *Protection from Unauthorized Access and Use.*

The Subscriber will:

- take reasonable measures to protect against the misuse or unauthorized access, whether by the Subscriber or any third party, through or to (a) the Subscriber's credentials used to access the Subscribed Products; and (b) the Subscribed Products and/or information derived therefrom;
- manage identification, use, access and control of all credentials used to access the Subscribed Products in an appropriately secure manner, including, but not limited to, by:
  - limiting access to and use of the Subscribed Products to Authorized Users and taking reasonable measures to notify Authorized Users of the usage restrictions set forth in this

Agreement and that they must comply with such restrictions;

- issuing any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulging any passwords or credentials to any third party, and taking reasonable measures to notify all Authorized Users not to divulge any passwords or credentials to any third party; and
  - providing true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively informing Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber.
- without undue delay, deactivate any credentials when no longer needed or where access presents a security risk;
  - Take reasonable measures to implement appropriate policies and procedures to seek to ensure that all use of the Subscribed Products is for its legitimate business purposes and in compliance with all terms and conditions herein;
  - implement and maintain its own appropriate program for credentials management
  - promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber and will promptly restore any suspended access once the unauthorized use has ceased and the Subscriber has taken corrective actions to ensure that such unauthorized use does not recur. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof.

### 3. *Compliance with Sanction Laws.*

Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable sanctions or embargoes laws.

### 4. *Security Requirements.*

The Subscriber agrees that the Subscriber will have in place documented policies and procedures, which will be reviewed by the Subscriber, covering the administrative, physical and technical safeguards in place and relevant to the access, use, and control of the Subscribed Products.

If Elsevier confirms that personal information provided by the Subscriber has been acquired by an unauthorized person (an "Incident"), Elsevier will ensure the integrity of any impacted systems; without disclosing information that is protected by the attorney-client privilege or otherwise confidential, Elsevier will:

- upon request, provide a reasonable summary of the circumstances surrounding such Incident to the Subscriber; and
- co-operate reasonably with the Subscriber's requests for information regarding such Incident; notify third parties if required by law.

## **SECTION 4. FEES AND PAYMENT TERMS.**

The Subscriber will pay to Elsevier the fees set forth in Schedule 1 (the “Fees”) within sixty (60) days of date of invoice, but no earlier than thirty (30) days before renewal. In addition to other remedies provided in this Agreement, Elsevier reserves the right to suspend access to the Subscribed Products upon sixty (60) days’ prior written notice and without incurring liability if 1) the full amount of any Elsevier invoice hereunder has not been paid within the agreed payment deadline or 2) any invoice is outstanding under previous subscription agreements between parties for the Subscribed Products. The suspension of the Subscriber’s access for non-payment or on any other grounds provided herein is without prejudice to the Subscriber’s obligation to pay its outstanding and future invoice amounts in full. Elsevier and the Subscriber acknowledge that the Fees payable under this Agreement are not in the nature of royalties and consequently no withholding tax should be applied to the Fees. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber will be liable for any such taxes in addition to the Fees.

## **SECTION 5. TERM.**

### *1. Term.*

The term of this Agreement will commence on 01 January 2019 and continue through and including 31 December 2019 (“Initial Term”).

### *2. Renewal/Perpetual Access.*

After the Initial Term, this Agreement will be automatically renewed for successive one-year terms (each a “Renewal Term”), subject to appropriate adjustments to Schedule 1 for the Subscribed Products listed in Schedule 1, unless either party gives notice to the other by 1 November prior to the end of the then current term that it does not intend to renew. The Initial Term and each Renewal Term are collectively the “Term”. The Subscriber may access and use in perpetuity the Elsevier eBooks Collections and the Elsevier Book Series/Handbook Series Subscribed Products in accordance with the provisions of this Agreement.

### *3. Early Termination Due to Insufficient Budgetary Allotment.*

The Subscriber may terminate this Agreement upon thirty (30) days notice given by the Subscriber to Elsevier if sufficient content acquisition funds are not provided or allotted in future government-approved budgets of the Subscriber (or reasonably available or expected to become available from other sources at the time the Subscriber's payment obligation attaches) to permit the Subscriber, in the exercise of its reasonable administrative discretion, to continue this Agreement.

### *4. Early Termination for Breach*

This Agreement may be terminated (i) if the Subscriber defaults in making payment of the Fees, having failed, after sixty (60) days' notice, to remedy such default; or (ii) if either party commits a material breach of any term of this Agreement and fails to remedy the breach within sixty (60) days written notice by the other party.

## **SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.**

### *1. Warranties.*

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

### *2. Indemnities.*

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys’ fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. NO

LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This indemnity obligation will survive the termination of this Agreement.

3. *Disclaimer.*

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. *Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will either party or Elsevier's suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement. Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

5. *Liability for Gross Negligence/Willful Misconduct.*

Notwithstanding the limitation of liability set forth in Section 6.4 above, Elsevier may be liable for damages incurred by the Subscriber as a direct result of Elsevier's gross negligence or willful misconduct in providing the Subscribed Products.

## **SECTION 7. GENERAL.**

1. *Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) will be deemed a breach of this Agreement.

2. *Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

3. *Entire Agreement.*

This Agreement contains the entire understanding and agreement of the parties and merges and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

4. *Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties, except for changes reflecting IP addresses, authentication mechanisms, invoicing and contact address details which may be confirmed by Elsevier in an email notice sent to the Subscriber.

5. *Assignment.*

The Subscriber will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

6. *Privacy.*

Elsevier will not, without the prior written consent of the Subscriber, transfer any personal information of any Authorized Users received by Elsevier from the Subscriber under this Agreement to any non-affiliated third party, except (i) to applicable service providers to the extent necessary to perform their functions for Elsevier in support of this Agreement; (ii) where reasonably necessary to address security, safety, fraud or other legal issues; and (iii) if the Subscribed Products are acquired by another company, or use it for any purpose other than as described in this Agreement.

7. *Notices.*

All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V. c/o Regional Sales Office, Elsevier Inc., 230 Park Avenue, Suite 800, New York, NY 10169, USA.

If to the Subscriber: California Digital Library, 415 20<sup>th</sup> Street, 4<sup>th</sup> floor, 94612, Oakland, CA, USA.

9. *Execution.*

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

10. *SCOAP3 Support.*

Elsevier and the Subscriber are participants in the Sponsoring Consortium for Open Access Publishing in Particle Physics (SCOAP3), an initiative to convert certain journals in high energy physics to open access. Elsevier agrees that the subscription value of the Physics Letters B and Nuclear Physics B Elsevier journals contained within the Subscribed Products will be deducted from the subscription fees due to Elsevier so that these funds can be redirected to SCOAP3.

11. *Governing Law.*

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

12. *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 within thirty (30) calendar days of a 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 this 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). The Subscriber agrees to submit to the personal jurisdiction of the state courts in the State of California (or, if applicable, the federal courts in California) with respect to any legal proceedings that may arise in connection with this Agreement or from a dispute as to the interpretation or breach of this Agreement.

13. *Precedence.*

The terms and conditions contained in this Agreement take precedence over any conflicting terms and conditions contained in any online "click wrap" license or any other web access agreement for the Subscribed Products.

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

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
(Subscriber)**





Name: [redacted]  
Title: [redacted], California Digital Library

**ELSEVIER B.V.**  
**(Elsevier)**



12-Sep-2019 15:27:02 UTC



Title: [redacted]  
No. [redacted]

# ELSEVIER SUBSCRIPTION AGREEMENT

## Schedule 1

### Subscribed Products/Access/Fees

UNIVERSITY OF CALIFORNIA

No. [REDACTED]

Subscribed Products – publisher	Access	2019 USD
ScienceDirect® online – Elsevier B.V.	sciencedirect.com	
Elsevier eBooks Collections -Specialty Medicine 2019 -Specialty Surgery 2019 -Veterinary Medicine 2019 -Health Professions 2019		\$ [REDACTED] \$ [REDACTED] \$ [REDACTED] \$ [REDACTED]
Elsevier Book Series/Handbook Series (2013 - ) - Methods in Enzymology		\$ [REDACTED]
<b>TOTAL FEES</b>		\$ [REDACTED]

#### Transaction Fee

The Subscriber may purchase pre-paid Transactions (“PPT”) upon mutual agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

#### Elsevier eBooks Additional Terms and Conditions

The perpetual access granted hereunder for the above eBooks to the Sites which subscribe is subject to payment of a one-time fee set forth in the fee table above and, after the initial year of the Term of this Agreement, an annual access fee based on the number of chapters downloaded from such eBooks during the prior twelve (12) months at a rate of US\$ [REDACTED] per download, with a minimum annual fee of US\$ [REDACTED] (adjusted annually for inflation and cost increases) for the Subscriber’s access to the platform. The annual access fee will not be charged if the Subscriber maintains an annual subscription on ScienceDirect online. Elsevier will make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber’s sole expense, the records concerning the calculation of such annual access fee once per year during regular business hours upon thirty (30) days written notice to Elsevier. In the event that the Subscriber does not pay any eBooks annual access fee or maintain any annual subscription on ScienceDirect online, the Subscriber may, at its option, acquire, load and technically format on a server that enables access and use by Authorized Users an electronic copy of such eBooks for cost in accordance with the usage provisions of the Agreement and/or access such eBooks online through the Portico® electronic archiving service provided by Portico (in which case the Subscriber will execute a separate license agreement with Portico whose terms and conditions will also govern the Subscriber’s use of such eBooks and take precedence in the event of any conflict or inconsistency with this Agreement). The electronic copy may not contain links and other features and functionality associated with the online version. A collection discount and a “slippage” discount of ten percent (10%), to account for titles that were expected to appear in the collection but that are not published by the end of the calendar year (31 December), have been applied to the Fees for each “frontlist” collection. If the Fees paid for a “frontlist” collection were greater than the value of the published titles in the collection at the end of the calendar year less the collection discount, Elsevier will credit to the Subscriber the difference.

#### Elsevier Book Series/Handbook Series Additional Terms and Conditions

Upon termination of all of the Subscriber's annual subscriptions on ScienceDirect online, the Subscriber may, at its option, (1) acquire, load and technically format on a server that enables access and use by Authorized Users an electronic copy of the above book series/handbook series for cost and/or (2) continue to access such book series/handbook series online for an annual access fee based on the number of chapters downloaded from such books during the prior twelve (12) months at a rate of US\$ [REDACTED] per download, with a minimum annual fee of US\$ [REDACTED] (adjusted annually for inflation and cost increases) for the Subscriber's access to the platform, in accordance with the usage provisions of the Agreement, which provisions will survive the termination of the Agreement and/or (3) access such book series/handbook series online through the Portico electronic archiving service provided by Portico (in which case the Subscriber will execute a separate license agreement with Portico whose terms and conditions will also govern the Subscriber's use of such book series/handbook series and take precedence in the event of any conflict or inconsistency with this Agreement). Elsevier will make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber's sole expense, the records concerning the calculation of the annual access fee once per year during regular business hours upon thirty (30) days written notice to Elsevier. The electronic copy may not contain links and other features and functionality associated with the online version. For avoidance of doubt, the annual access fee will not be charged if the Subscriber maintains an annual subscription on ScienceDirect online.

**No Shared Access**

Each of the Sites identified on Schedule 2 will have access to such Site's corresponding Subscribed Products as listed in Schedule 2, and will not have shared access/perpetual access rights to the Subscribed Products to which they do not subscribe.

**ELSEVIER SUBSCRIPTION AGREEMENT**  
**Schedule 2**  
**Sites/Authentication/Contacts**

**Subscriber:** The Regents of the University of California o/b/o California Digital Library

**Sites:** listed below

**Specialty Medicine 2019, Specialty  
Surgery 2019, Veterinary Medicine 2019,  
and Health Professions 2019 Sites:**

**#Auth. Users:**

200,000

**Authentication:**

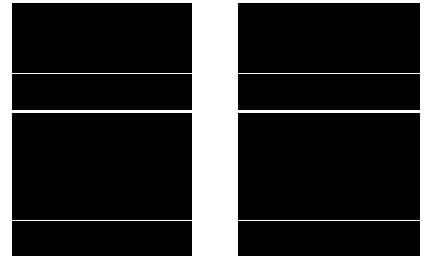
**Berkeley (UCB)**

University of California, Berkeley



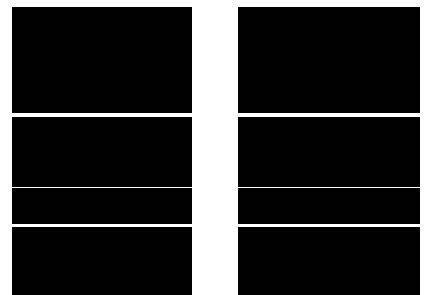
**Davis (UCD)**

University of California, Davis



**Irvine (UCI)**

University of California, Irvine



**Los Angeles (UCLA)**

University of California, Los Angeles





University of California, San Francisco

**San Francisco (UCSF)**



University of California, Office of the President

**Office of the President (UCOP)**



**ELSEVIER SUBSCRIPTION AGREEMENT**  
**Schedule 2**  
**Sites/Authentication/Contacts**

**Subscriber:** The Regents of the University of California o/b/o California Digital Library  
**Sites:** listed below

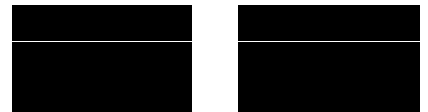
**Methods in Enzymology Sites:**

**#Auth. Users:**  
300,000

**Authentication:**

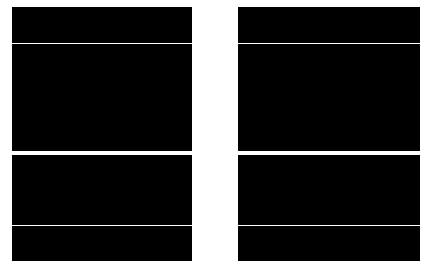
University of California, Berkeley

**Berkeley (UCB)**



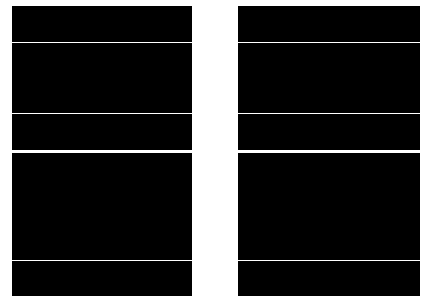
University of California, Davis

**Davis (UCD)**



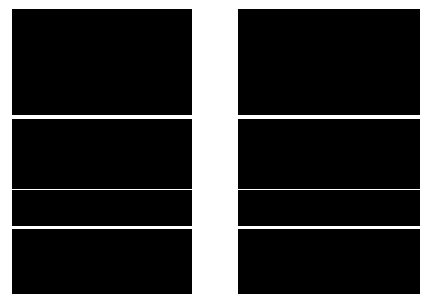
University of California, Irvine

**Irvine (UCI)**



University of California, Los Angeles

**Los Angeles (UCLA)**

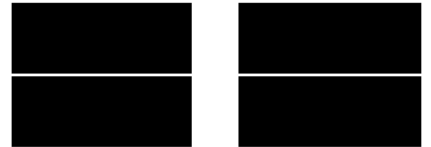






University of California, San Francisco

**San Francisco (UCSF)**



University of California, Office of the President

**Office of the President (UCOP)**



University of California, Merced

**Merced (UCM)**



University of California, Santa Barbara

**Santa Barbara (UCSB)**



University of California, Santa Cruz

**Santa Cruz (UCSC)**



Estimated total number of Authorized Users for Elsevier eBooks Collections, Specialty Medicine 2019, Specialty Surgery 2019, Veterinary Medicine 2019 and Health Professions 2019: 200,000

Estimated total number of Authorized Users for Elsevier Book Series/Handbook Series (2013 - )  
Methods in Enzymology: 300,000

With the exception of research institutes at the above locations (under "Sites") where University of California faculty work, for the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

The Subscriber will promptly notify Elsevier of any material changes in the number of Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

**Primary Contact**

Name:  
Title:  
Name/Address (if different from Section 7.7):  
E-mail:  
Phone:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Billing Contact**

Name:  
Title:  
Name/Address (if different from Section 7.7):  
E-mail:  
Phone:

[REDACTED]  
[REDACTED]  
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