ISI® DATABASES INTERNET LICENSE AGREEMENT

THIS IS AN AGREEMENT between the INSTITUTE FOR SCIENTIFIC INFORMATION®, INC. (ISI®), a Pennsylvania corporation with offices at 3501 Market Street, University City Science Center, Philadelphia, Pennsylvania 19104 ("Licensor") and

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
(hereinafter called "Licensee")

CALIFORNIA
(Country or State of Incorporation)

University of California
California Digital Library
300 Lakeside Drive
Oakland, California   94612-3550
(Business address for all purposes related to this Agreement.)

JANUARY 1, 1999
(Effective Date of Agreement)

IN CONSIDERATION OF the mutual promises set forth below, Licensor and Licensee agree as follows:

1. **LICENSE**

Subject to all the terms and restrictions hereinafter set forth, Licensor hereby licenses to the Licensee and the Licensee hereby licenses from the Licensor the publications of the Licensor known as **Science Citation Index Expanded® with Cited References and available Author Abstracts, Social Sciences Citation Index® with Cited References and available Author Abstracts and Arts & Humanities Citation Index® with Cited References** (the "Database" - a collective reference to the electronic publications of the Licensor together with a proprietary, third-party, licensed product ["Licensed Product"]). The Database will be provided through access to INFORMATION ACCESS CENTER ("IAC"), 10 Presidents Landing, Medford, Massachusetts 02155-5148. Licensor reserves the right to change the access location where the Database is housed.

2. **DEFINITIONS**

a)   "Users" means faculty, students, researchers, and staff of the University of California at the sites more fully set forth in the attached Schedule 1. Users also means walk-in patrons of the participating sites of the University of California accessing the Database by means of workstations located at the library facilities at the authorized sites listed in Schedule 1 on an occasional basis and in accordance with library policy. Remote access to the Database by members of the public (walk-in patrons) is not permitted.

b) "SDI Searches" means the repetitive "Scanning" of information from the Database or any cumulation of the Database.

c) "Scanning" means matching authors' names, title words, citations, or other descriptive data in the Database against Profiles or comparable terms.

d) "Profiles" means groups of one or more terms submitted as questions by individuals, the results of which are to be delivered to the requesting individuals either in print or electronic form.

e) An "Online Interactive Search" means a one-time, nonrecurring search in all or any part of the Database.

f) A "Technology Fee" is an annual concurrent user/access cost.

3. **AUTHORIZED USE OF THE DATABASE**

a) Licensor hereby grants to Licensee the limited, nonexclusive right to use the Database solely in accordance with the terms and conditions of this Agreement. Licensee's right to use the Database shall be strictly construed.

b) The fees identified in Schedule 1:

- entitle Licensee to use the Database for the purpose of Providing "SDI Searches" that shall consist of supplying "Profiles" to Users.

- entitle Users to use the Database for the purpose of performing "Online Interactive Searches".

c) Users shall have the right to print, download, store, or display, full or partial results of SDI Searches or Online Interactive Searches for their personal use, internal business use, research use, or classroom use, but may not use such results for purposes of publication or commercial use, or in the case of internal business use, for publication or sale outside the Licensee. Licensee recognizes the importance of the Licensor maintaining its proprietary rights over the Database and of avoiding improper use of the Database as defined by this Agreement. Licensor recognizes Licensee's ability is limited, however, Licensee shall use reasonable efforts to inform Users of and to ensure that Users comply with the foregoing limitations on usage.

d) SDI Searches and Online Interactive Searching are hereby specifically licensed and authorized by Licensor. No other use of the Database is permitted including:

- duplication of the Database except as specified herein;

- creation of subsets or derivative databases from the Database, except as required to fulfill the usage as defined in Paragraphs 3(b) and 3(c);

- distribution of data retrieved from the Database in any form (printed, electronically relayed, posted to public list services or bulletin boards, or magnetically stored) to, or for the benefit, of anyone who is not a User, except for incidental samples used for illustrative or demonstration purposes;

- transfer of the Data, or any portion thereof, electronically to another computer by way of the Internet, a computer network, or other means to, or for the benefit, of

anyone who is not a User, except for incidental samples used for illustrative or demonstration purposes;

      -     reverse assembling, reverse compiling, altering, or translating the Database or any portion thereof.

e)   Licensee shall put in place a system to limit access to the Database to Users as defined in Paragraph 2(a) under this Agreement. Licensor and Licensee agree to discuss advanced authentication/authorization mechanisms as security procedures as they are developed.

f)   If Licensee wishes to offer the services described herein to persons other than those identified in Paragraph 2(a), an additional agreement will be required by Licensor.

4.   **ACCESS TO THE DATABASE**

a)   Licensor shall provide weekly updates to the Database to IAC who will then make the Database available to Licensee.

b)   Licensor may bring down its network to perform necessary maintenance and/or network upgrades. In the event Licensor plans to bring down the network or make the customer servers inaccessible to the Internet during scheduled maintenance, Licensor will provide a seventy-two (72) hour notice to Licensee in advance of the scheduled maintenance window.

c)   Licensor will use commercially reasonable efforts to maintain adequate Internet connection bandwidth and server capacity to provide Licensee with access to the Database. In the event, due to causes within its reasonable control, Licensor is unable to provide Licensee with access to the Database for a period five (5) days in a calendar year (days defined as a period of twenty-four (24) consecutive hours), Licensor agrees to refund to Licensee a prorated amount of the then current yearly Technology Fee paid for the period access is denied.

d)   In the event Licensee chooses to cancel the Agreement, Licensor agrees to provide Licensee with the licensed Databases by tape or CD-ROM for the costs of the media, shipping and/or handling charges. Upon receipt of Databases by tape or CD-ROM ("Media") data on the Media shall be loaded on a server for Online Interactive Search and SDI Search purposes. Once the data have been successfully loaded, one copy of the Media and the original Media may be retained as back-up/archival copies, but may not be further duplicated.

5.   **TERM**

The Term of this Agreement shall begin on the Effective Date of this Agreement, and terminate on **December 31, 1999** provided however that authorized use of the Database may be extended to new data through automatic renewal of this Agreement for successive periods of twelve (12) months unless Licensor or Licensee elects to terminate this Agreement by giving the other party notice thereof in writing by registered mail addressed to the respective business address hereinabove stated not less than thirty (30) days prior to the anniversary date of this Agreement.

6. **PAYMENTS**

a) Licensee agrees to pay to Licensor a database fee and a technology fee as set forth in Schedule 1 for the use of the Database identified in Paragraphs 1, 2, and 3.

b) The pricing set forth in Schedule 1 shall be effective during the initial Term of this Agreement. Licensor reserves the right to modify this pricing structure each year that this Agreement is automatically renewed.

7. **COPYRIGHT; PROPRIETARY RIGHTS**

The copyright and all other proprietary rights in the Database are the sole and exclusive property of Licensor and its third-party licensors. Licensee acknowledges Licensor's representations that the Database is extremely valuable, is confidential and proprietary to Licensor and its third-party licensors and contains trade secrets of Licensor and its third-party licensors. The third-party licensor is a beneficiary to this Agreement with respect to the provisions which relate to the Licensee's Use of the Licensed Product. The provisions of this Agreement are enforceable by the third-party licensor in addition to the Licensor. Licensee shall use reasonable care to prevent the disclosure, dissemination, copying and use of the Database or any portion thereof, in violation of the terms of this Agreement.

8. **LEGENDS**

Licensee shall inform Users using the Database or output therefrom to give proper attribution to Licensor for any data extracted from the Database as follows:

"The above data are extracted from the **Science Citation Index Expanded®, Social Sciences Citation Index®, and Arts & Humanities Citation Index®** Databases of the Institute for Scientific Information®, Inc., ISI®, Philadelphia, Pennsylvania, USA, Copyright© 199___."

9. **PROMOTION/ADVERTISING**

Internal promotion of the Database must carry the official product name, trademark and identification of copyright ownership as follows:

"**Science Citation Index Expanded®, Social Sciences Citation Index®, and Arts & Humanities Citation Index®** ©Copyright Institute for Scientific Information® 199___".

Nothing in this Agreement grants Licensee any right to use Licensor's trademarks or trade names except in use connected with the identification of the Database.

10. **LICENSOR WARRANTY**

a) Licensor warrants that the current version of the Database is Year 2000 Compliant. Year 2000 Compliance is determined and confirmed by operating ISI applications with system dates on or after January 1, 2000, and by performing search, display, and sorting operations with data referencing the years 19xx and 2xxx. Compliant applications will record, store, process and present calendar dates falling on or after January 1, 2000 with the same

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functionality as the software records, stores, process, and presents calendar dates falling on or before December 31, 1999.

b)   Licensor warrants that it owns all rights in the Database, free and clear of any third person claims. Licensor shall indemnify, defend and hold Licensee and its officers, agents and employees harmless from any claim, demand or cause of action based on any claim that the Database or its use as permitted hereunder violate any third person's rights, including infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right. Licensee shall give prompt notice of any infringement claim to Licensor, provide such cooperation and assistance to Licensor as is reasonably necessary to defend the claim, and shall allow Licensor to have sole control of the defense, provided, however, that Licensee retains the right to participate in the defense at its own expense.

c)   Except as set forth herein, the Database and related documentation are provided "as is", without warranty of any kind. Further, Licensor does not warrant, guarantee or make any representations that Licensor's use of the Database will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy Licensee's requirements. Licensor makes no warranty whatsoever as to access and use of the Database, including timeliness and interruptions or the accuracy or completeness of the Database or the related documentation or the results to be obtained from using the information contained in the Database or the related documentation. The entire risk as to the results and performance of the Database is assumed by Licensee and the consideration due under this Agreement reflects such assumption of risk by Licensee. Licensor makes no representations or warranties either express or implied, with respect to the Database including but not limited to, its quality, performance, merchantability or fitness for a particular use of any Database or any information contained in such Database.

11.   **LIMITATION OF LIABILITY**

In no event shall Licensor be liable for indirect, special, incidental or consequential damages arising out of the use of or inability to use the Database or for any loss or damage of any nature caused to any person as a result of the use of the Database. In no event shall Licensor's liability under this Agreement exceed the annual Database fee received by Licensor from Licensee.

12.   **THIRD PARTY DISCLAIMER**

Licensor hereby notifies Licensee that the Database provided under this Agreement may contain or be derived from portions of materials provided by a third party under license to Licensor. Licensor has assumed responsibility for the selection of such materials and their use in producing the Database licensed herein. ANY SUCH THIRD PARTY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE USE OF SUCH MATERIALS IN CONNECTION WITH THE DATABASE, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

LICENSEE WAIVES ALL CLAIMS OF ANY KIND WHATSOEVER THAT IT MAY HAVE AGAINST ANY SUCH THIRD PARTY SUPPLIER OF MATERIALS PROVIDED UNDER THIS AGREEMENT.

13.   **TERMINATION**

Either party shall have the right to terminate this Agreement upon a breach of any of its terms by the other party which is not cured within thirty (30) days after written notice thereof.

14.   **CEASE ACCESS/ERASURE OF DATABASE**

Licensee's access to the Database shall cease immediately at termination of the Agreement by breach of its terms and/or conditions. Within thirty (30) days after the termination of the Agreement for breach, Licensee shall erase the Database from all media, disk files and central data system memory, and shall on request deliver to Licensor a notarized statement of an Officer of Licensee, certifying that access has ceased and the Database has been erased from all storage media of Licensee.

15.   **SPECIFIC PERFORMANCE**

In the event of a breach of any of the provisions of Paragraphs 3, 6, 7, 8, or 14, Licensor shall be entitled to specific performance of those provisions, in addition to any other rights and remedies to which it shall otherwise be entitled.

16.   **NONDISCLOSURE OF TERMS AND CONDITIONS**

Except as may be required by law or governmental rules and regulations, Licensor and Licensee agree not to publicly or privately announce or disclose the terms and conditions of this Agreement without first securing the written consent of the other party.

17.   **TAXES**

Licensee shall pay all taxes, other than taxes on income, associated with the license The Database and related documentation are provided "as is", without warranty of any kind. Further, Licensor does not warrant, guarantee or make any representations that Licensor's use of the Database will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy Licensee's requirements. Licensor makes no warranty whatsoever as to access and use of the Database, including timeliness and interruptions or the accuracy or completeness of the Database or the related documentation or the results to be obtained from using the information contained in the Database or the related documentation. The entire risk as to the results and performance of the Database is assumed by Licensee and the consideration due under this Agreement reflects such assumption of risk by Licensee. Licensor makes no representations or warranties either express or implied, with respect to the Database including but not limited to, its quality, performance, merchantability or fitness for a particular use of any Database or any information contained in such Database. of the Database.

18. **MISCELLANEOUS**

    a)   <u>FORCE MAJEURE</u>   Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for payment of money) on account of strike, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, acts of God, war, government action, labor conditions, or any other cause which is beyond the reasonable control of such party.

    b)   <u>DELAYS</u>   Failure or delay by either party in exercising any right or power hereunder shall not operate as a waiver of such right or power.

    c)   <u>SURVIVAL</u>   The provisions of Paragraphs 1, 2, 3, 7, 8, 9, 11, 14 and 15 of this Agreement shall survive the expiration or termination of this Agreement.

    d)   <u>ENTIRE AGREEMENT</u> This Agreement, including <u>Schedule 1</u>, contains the entire agreement of the parties as to the Database and supersedes any and all written or oral prior agreements and understandings. This Agreement may only be amended or modified by a writing signed by the parties.

    e)   <u>GOVERNING LAWS</u>   This Agreement shall be governed by and construed in accordance with the laws of the State of California . The federal or state courts of the United States located in Oakland, California, shall have jurisdiction to hear any dispute under this Agreement and service may be made upon Licensee by first-class mail to its address as set forth herein.

    f)   <u>ATTORNEYS' FEES</u>   In the event of a lawsuit between the parties, the prevailing party shall be entitled to reimbursement of reasonable attorneys' fees in an amount determined by the court adjudicating the lawsuit in addition to any other sums to which it may be entitled.

    g)   <u>ASSIGNMENT</u> This Agreement may not be assigned by Licensee without the prior written consent of Licensor. This Agreement will not be assigned by the Licensor without prior notification to Licensee.

    h)   <u>NOTICES</u>   Any notice hereunder shall be sent by personal delivery, telex, telecopier, or by certified mail, postage prepaid to either party at its address set forth herein or such other address as shall have been communicated in writing to the other, and shall be effective as of its personal delivery, transmission or mailing date, as the case may be.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed as of the Effective Date set forth above.

INSTITUTE FOR SCIENTIFIC INFORMATION®, INC.

BY: TEXT DELETED

Vice President

DATE: December 15, 1998

UNIVERSITY OF CALIFORNIA

BY: TEXT DELETED

NAME (T

TITLE: Associate Director, Shared Collections & Services

DATE: December 4, 1998

SCHEDULE 1

During the term of this Agreement, Licensee licenses the following editions of the Database:

**1987 – 1999 Science Citation Index Expanded® with Cited References
and available Author Abstracts
1987 – 1999 Social Sciences Citation Index® with Cited References
and available Author Abstracts
1987 –1999 Arts & Humanities Citation Index® with Cited References**

AUTHORIZED SITES

	PARTICIPATING MEMBER INSTITUTION	AUTHORIZED ACCESS TO DATABASE EDITIONS
1.	University of California – Berkley	1987 – 1999 Science Citation Index Expanded 1987 –1999 Social Sciences Citation Index 1987 – 1999 Arts & Humanities Citation Index
2.	University of California – Davis	1994 – 1999
3.	University of California – San Francisco	1994 – 1999
4.	University of California – Irvine	1994 – 1999
5.	University of California – San Diego	1994 – 1999
6.	University of California – Santa Barbara	1994 – 1999
7.	University of California – Santa Cruz	1994 – 1999
8.	University of California – Riverside	1994 – 1999
9.	University of California – Los Angeles	1994 – 1999
10.	University of California – Office of the President	1994 – 1999

FEES

FEES: Licensee agrees to pay to Licensor the following Fees:

Database Fees
1987 – 1998 Back Year Database Fees and
1994 – 1998 Back Year Database Fees (one-time charge)   TEXT DELETED
1999 Database Fees
        TOTAL DATABASE FEES DUE
Technology Fees – Forty-Five (45) Simultaneous Users
1999 Technology Fees   TEXT DELETED
        TOTAL TECHNOLOGY FEES DUE
TOTAL FEES

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[1] 1999 Database Fees of TEXT DELETED less credits. Credit of TEXT DELETED contingent upon renewal, payment, and maintenance of the ISI Databases on Tape Lease Agreement for Current Contents Search with an Effective date of July 1, 1989 for the July 1, 1999 through June 30, 2000 term in the amount of TEXT DELETED Remaining credit of TEXT DELETED contingent upon payment of individual institutions' 1999 Citation Index subscriptions totalling same.

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