

## Permanent On-line Access Addendum

### Addendum to Electronic Products License Agreement Executed 10/20/99

This Addendum governs your access to and use of certain ProQuest on-line databases and fulltext materials when you purchase the perpetual access option. This addendum applies to those databases and fulltext materials for which you have paid the applicable fee, as reflected in the fee schedule outlining your subscriptions to ProQuest products (the "Licensed Materials").

1. **Perpetual License:** Subject to the grant of license provisions of the Electronic Products License Agreement (the "Agreement"), ProQuest hereby grants to you a non-exclusive, non-transferable perpetual license to have access to and use the Licensed Materials. Such use shall be in accordance with the provisions of the Agreement as modified by this Addendum, which provisions shall survive any termination of such. As provided therein, your use of the Licensed Materials shall be limited to non-commercial use. You may not sub-license, assign or transfer your rights or obligations under this Agreement. "Authorized User" means University of California students, faculty and staff. "Authorized User" also includes walk-in patrons and visiting scholars while on-site.

2. The following authorized uses shall be in addition to the uses allowed by Section 1 of the Electronic Products License Agreement:

(g) Course Reserves (Print and Electronic) and Classroom Use. You and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by the University of California.

(h) Course Packs. You and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials.

(i). Scholarly Sharing. Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for resale or commercial purposes.

(j). Interlibrary Loan. You may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan. You agree 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.

### 3. Restrictions on Downloading and Storage of the Licensed Materials (or portions thereof)

You may download one electronic copy of the Licensed Materials for storage on your internal systems and use as allowed to exercise your rights under section 1 of this Addendum, 'Perpetual License'. If you materially breach any term of this Agreement, ProQuest may, in addition to its other legal rights and remedies, terminate the license granted following written notice and subsequent failure to cure the alleged breach within thirty (30) days as described in 5(c) of this Addendum.

### 4. Fees and Payments

The following provisions shall apply in place of Section 2 of the Electronic Products License Agreement:

You shall pay the fees for access to the Licensed Materials as shown on the applicable Fee Schedule, attached invoice, or accepted purchase order. The fees due for your license consist of the following components:

One-time License fee. This fee represents a one-time payment for a perpetual license to use and access the Licensed Materials pursuant to the terms and conditions outlined in the Agreement as modified by this Addendum. This fee must be paid in full before the annual maintenance fee can be terminated under paragraph 5(b).

Annual Maintenance fee. ProQuest may also impose an annual maintenance fee for continuing support of your on-line access to the Licensed Materials in addition to the one-time fee. You will pay the annual maintenance fee when due or provide ProQuest with written notice of your intent to terminate the annual maintenance by the due date of said payment.

## 5. Term and Termination

Solely for the purposes of your licensing of the Licensed Materials, the following provisions shall apply in place of Section 3 of the Electronic Products License Agreement:

- (a) Term of License. You have a perpetual, non-exclusive, non-transferable license to use the Licensed Materials. Your continuing on-line access into ProQuest's central host on-line system after the first year of this license will be maintained provided you pay the applicable annual maintenance fee as invoiced by ProQuest.
- (b) Termination of Annual Maintenance. Should you terminate your continuing on-line access to the Licensed Materials by terminating your annual maintenance fee or if ProQuest ceases to make the Licensed Materials available through a central host on-line system or the equivalent, ProQuest will provide you with an electronic copy of the Licensed Materials at that time in a format mutually agreeable to ProQuest and you. You will reimburse ProQuest for the cost of the electronic copy of the Licensed Materials on a cost recovery basis. Your continued use of the Licensed Materials as provided to you is subject to the grant of license provisions of this Agreement.
- (c) Cure Period. In the event that either party believes that the other materially has breached any obligations under the Agreement, or if ProQuest believes that you have exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of the Agreement for cause, on-line access to the Licensed Materials by you and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by you or Authorized Users and used subject to the terms of this Agreement.

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

## 6. The following additional provisions shall apply to the Electronic Products License Agreement:

Delivery of Licensed Materials. You may opt at any time to take delivery of an electronic copy of the Licensed Materials in a format mutually agreeable to ProQuest and you. You will reimburse ProQuest for the cost of the electronic copy of the Licensed Materials on a cost recovery basis. No subsequent annual maintenance fee will be assessed if you do not continue on-line access to the Licensed Materials from ProQuest.

Electronic Links. The University of California is committed to the use of the emerging OpenURL standard to allow linking to related materials in other locations. If ProQuest does not use the OpenURL standard, ProQuest staff will provide information to you upon request to assist you in creating links directly from the University of California's library catalogs and licensed resources to the content at the journal, issue and article levels.

Notification of Modifications of Licensed Materials. You understand that from time to time the Licensed Materials may be added to, modified, or deleted from by ProQuest and/or that portions of the Licensed Materials may migrate to other formats. ProQuest shall give a ninety (90) day notice of any such changes to you. Failure by ProQuest to provide such notice shall be grounds for immediate termination of the Agreement by you.

Completeness of Content. Where applicable, ProQuest shall use reasonable efforts to ensure that the on-line content is at least equivalent to print versions of the Licensed Materials, represents complete, faithful and timely replications of the print versions of such Materials, and will cooperate with you to identify and correct errors or omissions.

Confidentiality of User Data. ProQuest and you agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by you and your Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

Notice of Terms of "Click-Through" License Terms. In the event that ProQuest requires Authorized Users to agree to terms relating to the use of the Licensed Materials before permitting Authorized Users to gain access to the Licensed Materials (commonly referred to as "click-through" licenses), ProQuest shall provide you with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall the terms of such "click-through" licenses materially differ from the provisions of the Agreement. In the event of any conflict between the

terms of such "click-through" licenses and the Agreement, the terms of the Agreement shall prevail.

**Training and Support.** ProQuest will provide training to your staff in each of the Licensed Materials at each UC campus. ProQuest will offer reasonable levels of continuing support to assist you and Authorized Users in use of the Licensed Materials. ProQuest will make its personnel available by email, phone or fax during regular business hours, Monday through Friday for feedback, problem-solving, or general questions.

**Update/Current Awareness.** ProQuest will make good faith efforts to evaluate your specifications for Update/Current Awareness functionality toward the goal of adding email-alerting services.

**Searchlight.** Searchlight is CDL's database discovery tool that helps users select appropriate databases by permitting a single-query broadcast search over many databases. ProQuest will provide a separate SearchLight access path and search page for each resource for SearchLight.

7. Except as modified herein, the Agreement remains in full force and effect.

**I agree to be bound by the terms and conditions of this Addendum:**

**Institution:** University of California  
**Address:** California Digital Library  
415 20<sup>th</sup> Street, 4<sup>th</sup> Floor  
**City, State, Zip** Oakland, CA 94612-9201

**Authorization by ProQuest Information and Learning Company (Licensor):**

Signature:

Duly Authorized Signature

Name:

Title:

Date Signed:

**Authorization by Customer (Licensee):**

Signature:

Name:

Title:

Date Signed:

05/08/02 clh



**Ship to Address:**

Attention: [REDACTED]  
 Title: Director of Shared Content  
 Institution: California Digital Library  
 Address: Office of the President  
 415 20th Street, 4th floor  
 City: Oakland  
 State/Province: CA  
 Zip/Postal Code: 94612-2901  
 Country: US  
 Telephone: [REDACTED]  
 Fax: [REDACTED]  
 E-Mail Address: [REDACTED]

**Bill To Address:**

Attention: [REDACTED]  
 Title: CDL Acquisitions  
 Institution: Univ of California @ San Diego  
 Address: Geisel Library  
 9500 Gilman Dr 0175A  
 City: La Jolla  
 State/Province: CA  
 Zip/Postal Code: 92093  
 Country: US  
 Telephone: [REDACTED]  
 Fax: [REDACTED]  
 E-Mail Address: [REDACTED]

**Fax # to Appear on ProQuest:** \_\_\_\_\_

*Please explain if there are any changes to an existing subscription or subscription term.*

Access to the following databases should be added to the CDL IP ranges on file immediately. All the databases listed below are being purchased via a one-time content fee payment and on-line access fees are being waived for a three year period beginning immediately through June 30, 2005. Beginning July 1, 2005, the online web access fee is defined under the "Fee Schedule A attached"

EEBO Complete; PCI Full Text Core 200 Journals; PCI Index Segments 20,21 and 22; Gerritsen Women's History; American Periodicals Series; 20<sup>th</sup> Century English Poetry; 20<sup>th</sup> Century American Poetry; 20<sup>th</sup> Century African-American Poetry; Acta Sanctorum Patrologia Lanina. In addition, the EEBO Marc Records shall be made available to the entire system for central and local loads.

**User Materials Required:**

# Administrator Packages  
 (Default 1 per site)

# Additional Web manuals

# Lynx manuals:

# Sitebuilder manuals

**USAGE SETUP:**

- ☐ Bill To Address:  
☐ Ship To Address  
☐ Both:  
☐ CONSORTIA (Check one above and/or below)  
☐ Individual Sites

**Academic & Public ProQuest Trials/Orders**

Fax to : [REDACTED]  
 Mail To: ProQuest Information and Learning Company, 300 North Zeeb Road, P.O. Box 1346, Ann Arbor, MI 48106-1346  
 E-Mail: [REDACTED]

Sales Representative: [REDACTED]  
 Telephone: [REDACTED]

# FEE SCHEDULE A

Institution: California Digital Library

Item Number	Order Type	ORDER TYPES: NW = New Subscription R = Renewal UP = Upgrade T = Trial NC = Network Configuration PCD= Perpetual License to access CD-ROM for one time fee (limited to certain databases) P = Permanent On-line Access (Addendum Applies) PM = Permanent Access on-line annual maintenance	Sub Term		On-line/Web	Remote Access <sup>1</sup>	Tape Lease	Power Pages	CD-ROM Copies	CD-Networking	A&I	Full Text	Image	FTE Count or No. of Simultaneous Users <sup>2</sup>	Cost	A&I Additional Copies/Networking/ CDBackup	Item Total
			Start	End													
1.	P	EEBO Permanent Access			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
2.	NW	EEBO Online Access Fee	6/02	6/05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		0		0
3.	P	PCI Full Text 200 Core Collection			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
4.	NW	PCI 200 Online Access Fee	6/02	6/05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		0		0
5.	P	PCI Index Segment 20			X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
6.	P	PCI Index Segment 21			X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
7.	P	PCI Index Segment 22			X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
8.					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Customer Purchase Order No (if required).														Total		\$	

1 - Your access type is On-Site Only unless the Remote box is checked. 2 - Member Library Schedule required for consortia and multiple branch licenses.

Additional Elements – please specify



# FEE SCHEDULE A

Institution: California Digital Library

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Item Number	Order Type	ORDER TYPES: NW = New Subscription R = Renewal UP = Upgrade T = Trial NC = Network Configuration PCD= Perpetual License to access CD-ROM for one time fee (limited to certain databases) P = Permanent On-line Access (Addendum Applies) PM = Permanent Access on-line annual maintenance	Sub Term		i/Web	Remote Access <sup>1</sup>	Tape Lease	Power Pages	CD-ROM Copies	CD-Networking	A&I	Full Text	Image	FTE Count or No. of Simultaneous Users <sup>2</sup>	Cost	Additional Copies/ Networking/ CDBackup	Item Total
			Start	End													
9.	P	Gerritsen Permanent Access			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
10.	NW	Gerritsen Online Access Fee	6/02	6/05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		0		0
11.	P	Amer Per Series Permanent Access			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
12.	NW	APS Online Access Fee	6/02	6/05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		0		0
13.	P	20 <sup>th</sup> Cent English Poetry			X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
14.	NW	20 <sup>th</sup> Cent English Poetry Online Access	6/02	6/05	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		0		0
15.	P	20 <sup>th</sup> Cent American Poetry			X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
16.	NW	20 <sup>th</sup> Cent Amer Poetry Online Access	6/02	6/05	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		0		0
Customer Purchase Order No (if required).														Total		\$	

1 - Your access type is On-Site Only unless the Remote box is checked. 2 -- Member Library Schedule required for consortia and multiple branch licenses.

## Additional Elements -- please specify

UC San Diego will receive a credit for [redacted] Acta Sanctorum, [redacted] for Patrologia Latina, and [redacted] for APS subscriptions or on-line fees.  
 UC Santa Cruz will receive a credit for [redacted] for current Patrologia Latina subscription.  
 UC Berkeley will receive a credit for [redacted] for Acta Sanctorum, [redacted] for Patrologia Latina and [redacted] for EEBO.  
 UC Santa Barbara will receive credits of [redacted] for APS, [redacted] for Acta Sanctorum, and [redacted] for Patrologia Latina.  
 UC Irvine will receive credit for [redacted] for Patrologia Latina.  
 UC Berkeley will continue their STC I/II on-going film subscription.  
 The CDL Southern Regional office will contract for STC I/II on-going film subscription [redacted]  
 Training for the entire package will be provided to all the UC campuses.

# FEE SCHEDULE A

Institution: **California Digital Library**

Item Number	Order Type	ORDER TYPES: NW = New Subscription R = Renewal UP = Upgrade T = Trial NC = Network Configuration PCD= Perpetual License to access CD-ROM for one time fee (limited to certain databases) P = Permanent On-line Access (Addendum Applies) PM = Permanent Access on-line annual maintenance	Sub Term		On-line/Web	Remote Access <sup>1</sup>	Tape Lease	Power Pages	CD-ROM Copies	CD-Networking	A&I	Full Text	Image	TE Count or No. of Simultaneous Users <sup>2</sup>	Cost	A&I Additional Copies/ Networking/ CDBackup	Item Total
			Start	End													
17.	P	20 <sup>th</sup> Cent African-Amer Poetry			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
18.	NW	20 <sup>th</sup> Cent African-Amer Poetry Online Access	6/02	6/05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		0		0
19.	P	Acta Sanctorum			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
20.	NW	Acta Sanctorum Online Access Fee	6/02	6/05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		0		0
21.	P	Patrologia Latina Database			X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
22.	NW	Patrologia Latina Database Online Access Fee	6/02	6/05	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		0		0
23.						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
24.						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		0		0
Customer Purchase Order No (if required).														Total			

1 - Your access type is On-Site Only unless the Remote box is checked. 2 - Member Library Schedule required for consortia and multiple branch licenses.

Additional Elements – please specify

Online Access fees [redacted] 3 years and beginning 7/05 [redacted]  
extending to 6/10.



INSTITUTION: CDL

## Additional Sites/Member Libraries

This schedule details additional entity sites at which the Products will be used and/or Member Libraries that are covered under this Agreement. If Licensee is an association of libraries, all member institutions shall be identified below (the "Members"). Should any Site or Member be in default of the terms and conditions of the Agreement, Licensee shall correct such default within fifteen (15) days after discovering such default, or terminate such Member's access to the Services. Additional Sites or Members may be added upon written notice to ProQuest and payment of additional fees, if applicable.

UC Office of the President/California Digital  
Library

Univ of California @ Berkeley

Univ of California @ Merced

Univ of California @ Davis

Univ of California @ Santa Cruz

Univ of California @ Riverside

Univ of California @ Los Angeles

Univ of California @ San Diego



Univ of California @ San Francisco

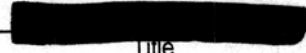
Univ of California @ Santa Barbara

Lawrence Berkeley National Laboratory

Lawrence Livermore National Laboratory

Authorization by Customer  
(Licensee):

  
Duly Authorized Signature  
  
Name

*May 15, 2002*  
Date Signed  
  
Title