

INSPEC ARCHIVE – SCIENCE ABSTRACTS 1898-1968 DATABASE PERPETUAL LICENCE AGREEMENT

1. Definitions

In this Agreement the following words have the following meanings:

- Database:** Inspec Archive – Science Abstracts 1898-1968 Database.
Licence: this Agreement between the Licensee and the IEE.
Order: the order placed by the Licensee for the purchase of the **Database**.
Licensee: Regents of the University of California, a non-profit academic institution, with its principal offices at the California Digital Library, University of California Office of the President, 415 20th Street, 4th Floor, Oakland, CA 94612 USA.

2. Licensee Licence

- 2.1 The IEE grants the Licensee a non-exclusive, worldwide, non-transferrable perpetual access Licence to use the Database subject to and in accordance with the terms of this Licence. The Licensee acknowledges that the Database is the sole property of the IEE. The Licensee confirms that it will only use the Database as permitted under the terms of this Licence. The Database is protected by copyright laws, intellectual property rights and international treaties.
- 2.2 A one-time fee payable to the IEE permits the Licensee to access the Database in perpetuity as follows:-
- (a) XML data – the Licensee may receive upon request from the IEE, an XML data file and use the Database only on computers which it owns or are under its control;
- or
- (b) Remote Web access – the Licensee may have online search access to IEE or IEE Vendors' designated web servers. (Additional annual access fees may be payable to IEE or IEE Vendors).

3. Authorized Users

The Licensee's Authorized Users may access the Database via the IP Addresses listed in Appendix I, updated quarterly by the Licensee.

4. Use and Restrictions

The Licensee shall:-

- (b) permit only the following categories of person to use the Database:-
 - (i) where the Licensee is a corporate or government organisation - members of its own staff, including bona fide consultants;
 - (ii) where the Licensee is an academic organisation - staff, students, faculty and in-library users; or
 - (iii) where the Licensee is a public library - staff and in-library users;
- (c) make reasonable efforts to ensure that the Licensee's staff (including bona fide consultants) use the Database for the Licensee's own internal purposes only and that any other authorised users use the Database for scholarly and research purposes only;
- (d) make reasonable effort to ensure that all Authorized Users use the Database in accordance with the terms of this Licence;
- (j) not modify, adapt, merge, publish, transmit sell, lend, rent, commercially exploit or make available to any third party (including any subsidiary, parent company or any other related or affiliated company or organisation) the whole or any part of the Database;
- (k) not transfer, assign or sub-license this Licence.

5. Warranty and Liability

- 5.1 The IEE and the Licensee acknowledge that the IEE supplies the Database on an "as is" basis. The IEE gives no warranties as to its performance, functionality, freedom or errors, or that the Database will satisfy the individual requirements of the Licensee. Save as expressly provided in this Licence, the IEE excludes all liability for any defect in the Database and for any loss or damage which the Licensee may suffer as a result of its use of (or inability to use) the Database or otherwise as a result of any breach of contract or negligence by the IEE.
- 5.2 While the IEE believes that the contents of the Database are an accurate representation or interpretation of the original materials from which the Database has been drawn, the IEE does not warrant that the Database will be accurate, complete or error-free. The IEE will not in any event be liable to the Licensee for any loss or damage of any kind suffered by the Licensee if the Database is found to contain any errors or to be incomplete or misleading in any way, whether as a result of the IEE's negligence or otherwise.
- 5.3 Without limiting any of the above, the IEE excludes liability for indirect or consequential loss, loss of profits or revenue, loss of business, business interruption or loss of business information.
- 5.4 The IEE does not seek to exclude or limit its liability for personal injury or death caused by its negligence.
- 5.5 IEE shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the authorized use of the Licensed Materials by the Licensee or any Authorized User. Furthermore, should Licensee receive a claim of copyright infringement based on the use of any product furnished by IEE hereunder, or if in IEE's opinion any product furnished hereunder is likely to become the subject of a claim of copyright infringement, IEE at its option and expense will either (a.) procure for the Licensee the right to continue using the product, or (b.) replace or modify the product so that its use becomes non-infringing. If neither of the foregoing alternatives is reasonably available to the IEE, then IEE shall notify Licensee of such non-availability and set forth a period of sixty days during which the Licensee may return the product to IEE and receive a refund of the purchase price plus any transportation costs incurred hereunder. The foregoing states the entire obligation and liability of IEE with respect to infringements against the Licensee.

6. Termination and Breach

- 6.1 The IEE shall be entitled to terminate this Licence by serving written notice on the Licensee if the Licensee:-
- (a) becomes insolvent, goes into liquidation, has an administrator or receiver appointed over any of its assets or enters into any arrangement with any of its creditors; or
 - (b) is in breach of any of these terms and conditions, and in the case of a breach which it is possible to remedy, the Licensee has not remedied the breach within 30 days of receiving notice from the IEE specifying the breach.
- 6.2 Where the IEE terminates this Licence in accordance with Clause 6.1, the Licensee shall cease all use of the Database and return all copies of the Database to the IEE or demonstrate to the IEE that it has destroyed all copies.

7. General

- 7.1 If any provision of this Licence is found to be invalid or unenforceable, the remaining terms and conditions shall remain in full force and shall be enforceable to the maximum extent permitted by law.

- 7.2 Authorized Users consist of full and part-time employees (including faculty, staff, and independent contractors) and students of Licensee, regardless of physical location of such persons, as well as patrons not affiliated with Licensee who are physically present at Licensee's sites.
- 7.3 The failure by the IEE to enforce or exercise any provision of this Agreement at any time or for any period shall not constitute a waiver of any such provision and will not affect the IEE's right later to enforce or execute any such provision.
- 7.4 This Licence shall be governed by the laws of California and the parties hereby submit to the exclusive jurisdiction of California law.
- 7.5 This Licence constitutes the entire agreement between the Licensee and the IEE with respect to the use of the Database and supersedes all prior purchase orders, written terms and conditions, written or verbal representations, advertising or statements relating in any way to the Database. The Licensee shall not be entitled to rely on any representation or warranty other than those expressly set out in this Licence.
- 7.6 No modification or amendment to these terms shall be binding unless accepted by the IEE and unless details are provided in writing by a person authorised to do so.
- 7.7 Authorized Users may transmit to a third party insubstantial amounts of the Licensed Materials for purposes of scholarly sharing, but in no case for resale or commercial purposes.
- 7.8 Subject to the terms of this Agreement, Licensee and its Authorized Users shall have unlimited access to the Licensed Materials.

Signed for The IEE:

[Redacted Signature]

Managing Director

Publishing & Information Services

Date: 29/6/04

Sig

[Redacted Signature]

Univ. Librarian & Exec. Director
California Digital Library

Date: June 24, 2004

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APPENDIX I
University of California Campus Addresses

University of California, Berkeley
245 DOE Library
Berkeley, California 94720-6000

University of California, Davis
Shields Library
100 Northwest Quad
Davis, California 95616

University of California, Irvine
Campus Drive, Building 102
Irvine, California 92697

University of California, Los Angeles
11334 YRL Bldg.
Box 157511
Los Angeles, California 90095

University of California, Merced
P. O. Box 2039
Merced, CA 95344

University of California, Office of the President
415 20th Street, 4th Floor
Oakland, California 94612-3550

University of California, Riverside
Rivera Library
3401 Watkins Drive
Riverside, California 92521

University of California, San Francisco
530 Parnassus Avenue
San Francisco, California 94143

University of California, Santa Barbara
Davidson Library
Santa Barbara, California 93106

University of California, Santa Cruz
317 McHenry Library
Santa Cruz, California 95064

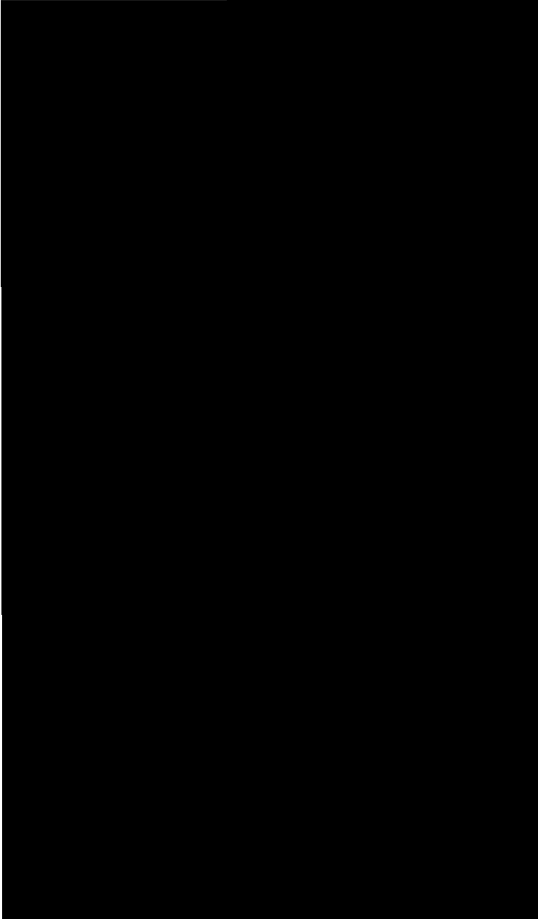
University of California, San Diego
Geisel Library, 0175G
9500 Gilman Drive
La Jolla, California 92093



University of California IP Addresses

6/20/04

UC Berkeley

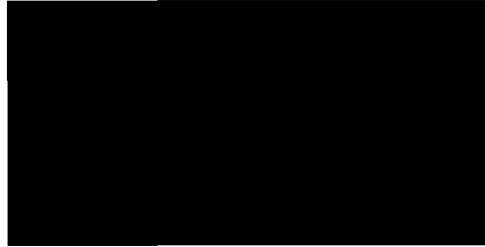


UC Merced

UC Riverside



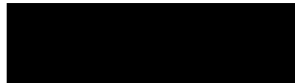
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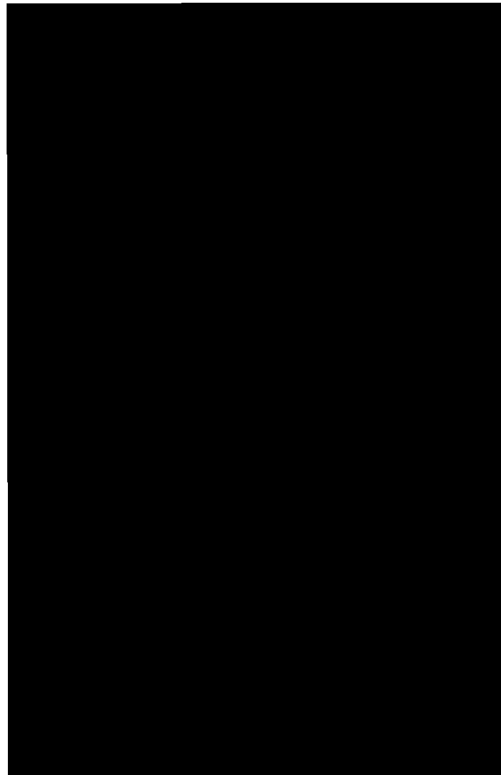
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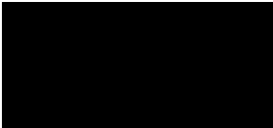
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UC San Diego



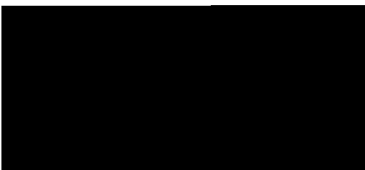
UC Davis



UC Irvine



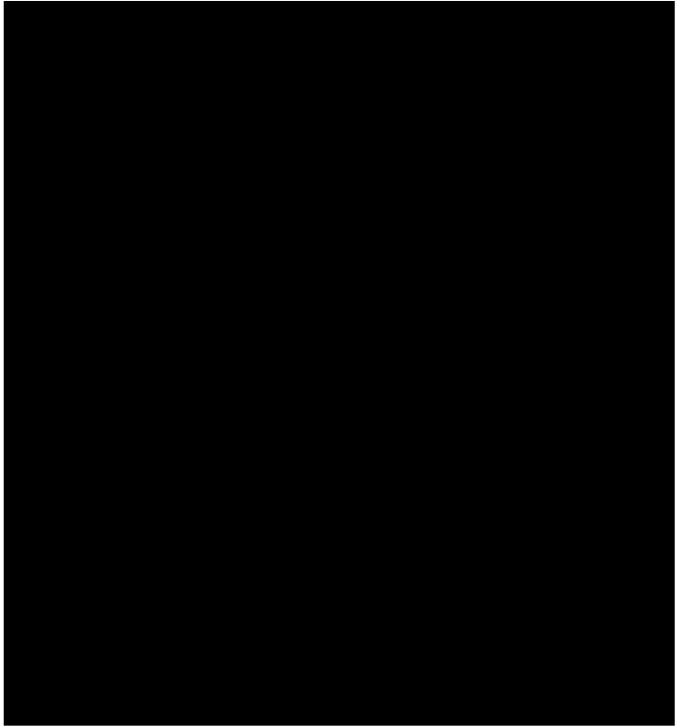
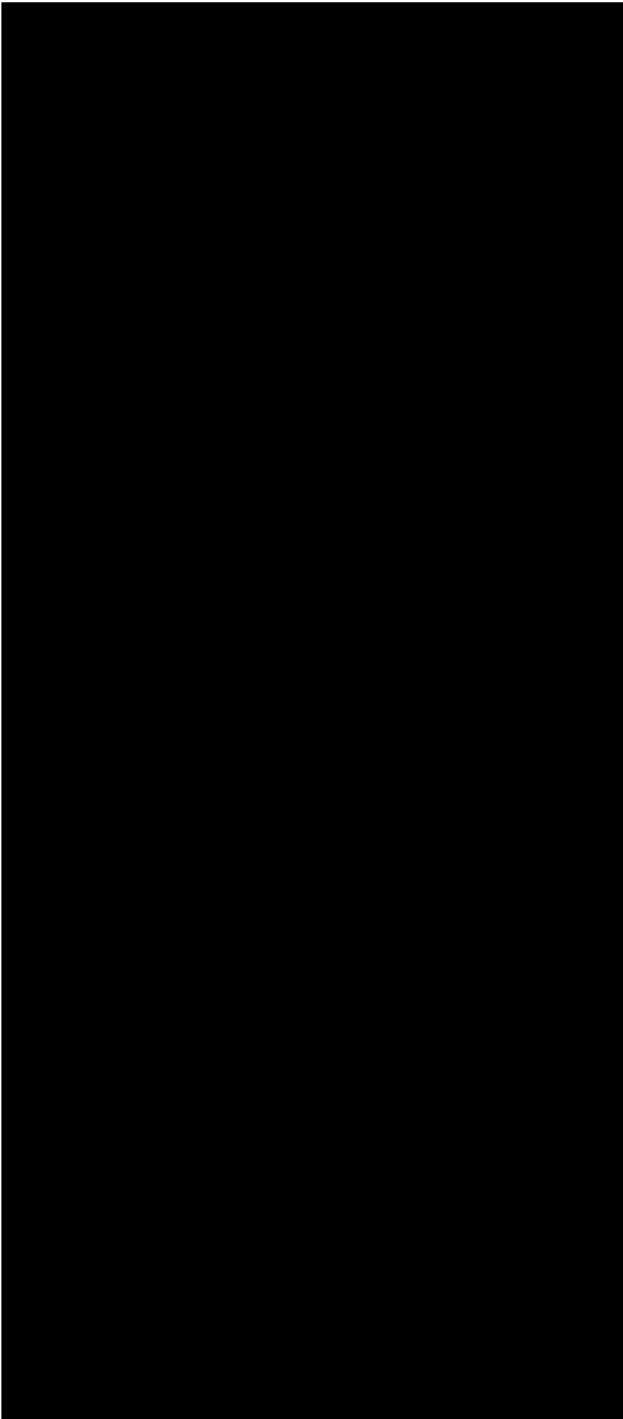
UC Los Angeles



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UC Office of the President - California Digital Library





Appendix II: Summary of Business Terms

INSPEC Archive – Science Abstracts 1898 - 1968

Content

The INSPEC Archive content includes approximately 800,000 records:

Science Abstracts, 1898 - 1968

All images, tables, illustrations and other graphics produced for the collection.

All original indexing and digital enhancements (to the print version).

Pricing

A one-time data fee for perpetual rights for all ten UC campuses and the UC Office of the

Access to be through a vendor of our choice.

Additional License Terms

Access is for unlimited simultaneous users.

- UCSF (a teaching hospital) and UC Merced (may open in 2005) are included in the license.
- Estimated start date is Fall 2004.

Billing and Invoice Contact:

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