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MULTI-SITE LICENSE AGREEMENT**

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In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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1.1. The materials that are the subject of this Agreement shall consist of the 'Journals' as specified in **Appendix A** attached to this agreement (hereinafter referred to as the "Licensed Materials").

1.2. Licensor hereby grants to **Licensee and its Authorized Member Sites** a non-exclusive license to use the Licensed Materials and to provide the Licensed Materials to Authorized Users via Licensee's Members' Sites secure networks in accordance with this agreement. See **Appendix B: List of Authorized Member Sites**)

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2.1. The Licensed Materials will be made available over the Internet

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3. FEES.

3.1. Licensee shall make payment to Licensor for use of the Licensed Materials as detailed in **Appendix C**.



4. AUTHORIZED USE OF LICENSED MATERIALS.

4.1. Authorized Users. "Authorized Users" are defined as follows:

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6. LICENSOR PERFORMANCE OBLIGATIONS.

6.1. Upon the start of the subscription term, Licensor shall make the Licensed Materials available in digital form to Licensee and Authorized Users.

6.2. Licensor will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials.

6.3. Licensor shall make reasonable efforts to ensure uninterrupted online access to, and the continuous availability of, the Licensed Materials to Authorized Users at the Licensee's Members' sites in accordance with this Site License Agreement and to restore access to the Licensed Materials as promptly as possible in the event of an interruption or suspension of the Kluwer ONLINE service, caused by failure of Licensor's server(s).

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7.3. Licensee shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement, and shall notify Licensor of any such use of which it learns or is notified. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (b) Licensee shall terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without providing reasonable notice to Licensee.

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Licensor and Licensee agree that links from Licensee's bibliographic computing systems to the Licensed Materials will be, preferably, via DOI technology under development by the International DOI Foundation (IDF). Licensor and Licensee agree to review progress made by the IDF in implementing this technology by no later than October 31, 1999 and to make all reasonable efforts to implement an IDF-based (or mutually acceptable alternative) linking solution by December 31, 1999.

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8. TERM.

8.1. The term of this agreement shall be for three (3) subscription years, beginning January 1, 1999 and ending upon completion of the announced 2001 publication program for each journal.

8.2. Upon termination of this Agreement at the expiration of the 2001 Subscription Year, Licensor shall provide continuing access to Licensee and its Authorized Users to that part of the Licensed Materials which was published within the Subscription Year(s) and for four (4) further years, with continuing access in subsequent years to be arranged, either from the Licensor's server, or through a third party, or by supplying electronic files to the Licensee, provided that Licensee continue to observe its obligations with respect to security and restrictions on usage.

9. EARLY TERMINATION.

9.1. In the event that either party believes the other has materially breached any obligations under this Agreement, or has exceeded the scope of the License, such party shall so notify the breaching party by registered mail. 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 a 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.

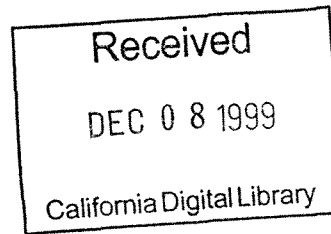
9.2. Upon Termination of this Agreement for just cause, online access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Licensor shall provide continuing access to Licensee and its Authorized Users to that part of the Licensed Material to which the Licensee was lawfully entitled until the breach occurred. Access will be provided either from the Licensor's server, or through a third party, or by supplying electronic files to the Licensee, provide the Licensee continues to observe its obligations with respect to security and restrictions on usage

10. ASSIGNMENT AND TRANSFER.

Neither party may, directly or indirectly, in whole or in part, sell, assign, transfer or convey this Agreement, without prior written consent of the other party (which consent shall not be unreasonably withheld), provided that the Licensor reserves the right to assign or transfer this agreement to an affiliate or to any party which acquires all or appropriate parts of the assets of Licensor.

Prof. W.M.



**11. INDEMNITIES.**

11.1. Licensor shall indemnify and will hold licensee harmless for any losses, claims, damages, awards, penalties 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 use of Licensed Materials by Licensee or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. Neither Licensor nor Licensee will in any event be liable for indirect, incidental, special or consequential damages

11.2. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request.

12. GOVERNING LAW.

This Agreement shall be interpreted and construed according to, and governed by, the laws of California.

13. FORCE MAJEURE.

Neither party shall be liable in damages or have the right to cancel this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

14. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

15. AMENDMENT.

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

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16. SEVERABILITY.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. WAIVER OF CONTRACTUAL RIGHT.

Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

18. NOTICES.

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) business days after mailing if sent by registered or certified postal mail, return receipt requested. If any notice is sent by facsimile or e-mail, confirmation copies must be sent by postal mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

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Norwell, MA 02061

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Office of the President
California Digital Library
300 Lakeside Drive, 6th Floor
Oakland, CA 94612-3550



19. APPENDICES.

This Agreement includes the following Appendices, which are incorporated as if fully set forth herein:

Appendix A: *List of titles Constituting the Licensed Materials*

Appendix B: *List of Authorized Member Sites with Corresponding Domain Names/IP Ranges*

Appendix C: *Fees and Additional Provisions*

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

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BY_

BY_

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NAME_

President

DATE Sept. 8, 1999

DATE October 8, 1999

Appendix A

List of Titles Constituting the Licensed Materials

Appendix B

List of Authorized Member Sites with Corresponding Domain Names/IP Ranges

Appendix C

Fees and Additional Provisions



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Appendix A: List of Titles Constituting the Licensed Materials

Acta Applicandae Mathematicae
Acta Biotheoretica
Acta Mathematica Hungarica
Advanced Performance Materials
Advances in Contraception
Agriculture and Human Values
Agroforestry Systems
Analog Integrated Circuits and Signal Processing
Annals of Global Analysis and Geometry
Annals of Oncology
Annals of the Institute of Statistical Mathematics
Antonie van Leeuwenhoek
Applied Categorical Structures
Applied Composite Materials
Applied Intelligence
Aquaculture International
Aquarium Science and Conservation
Aquatic Ecology
Aquatic Geochemistry
Archives and Museum Informatics
Argumentation
Asia-Pacific Financial Markets
Astrophysics and Space Science
Automated Software Engineering
Autonomous Robots
Biodegradation
Biodiversity and Conservation
Biogeochemistry
Biologia Plantarum
Biology and Philosophy
Biomedical Microdevices
Biometals
Biometals
Bioseparation
Biotechnology Letters
Biotechnology Techniques
Boundary-Layer Meteorology
Breast Cancer Research and Treatment
Cancer and Metastasis Reviews
Cancer Causes and Control
Cardiovascular Drugs and Therapy

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Celestial Mechanics and Dynamical Astronomy
Cell Biology and Toxicology
Chromosome Research
Climatic Change
Clinical and Experimental Metastasis
Compositio Mathematica
Computer Supported Cooperative Work
Computers and the Humanities
Constitutional Political Economy
Continental Philosophy Review
Crime, Law and Social Change
Culture, Medicine and Psychiatry
Cytotechnology
De Economist
Designs, Codes and Cryptography
Dialectical Anthropology
Discrete Event Dynamic Systems
Distributed and Parallel Databases
Documenta Ophthalmologica
Dynamics and Control
Earth, Moon, and Planets
Economics of Planning
Ecotoxicology
Educational Studies in Mathematics
Entomologia Experimentalis et Applicata
Environmental and Resource Economics
Environmental Biology of Fishes
Environmental Geochemistry and Health
Environmental Monitoring and Assessment
Erkenntnis
Euphytica
European Journal of Epidemiology
European Journal of Law and Economics
European Journal of Plant Pathology
European Journal of Political Research
European Journal of Population
Evolutionary Ecology
Experimental and Applied Acarology
Experimental Astronomy
Fish Physiology and Biochemistry
Flow, Turbulence and Combustion
Foundations of Science
Genetic Resources and Crop Evolution
Genetica
Geologie en Mijnbouw
Geometrae Dedicata

W. B. B. B.



Geriatric Nephrology and Urology
Glyconjugate Journal
Higher Education
Human Studies
Husserl Studies
Hydrobiologia
IIE Transactions
Indo-Iranian Journal
Instructional Science
Integrated Pest Management Reviews
Interchange
International Journal for Philosophy of Religion+A66
International Journal of Cardiac Imaging
International Journal of Computer Vision
International Journal of Flexible Manufacturing Systems
International Journal of Fracture
International Journal of Salt Lake Research
International Journal of Value-Based Management
International Ophthalmology
International Review of Education
International Urology and Nephrology
Investigational New Drugs
Irrigation and Drainage Systems
Journal for the General Philosophy of Science
Journal of Agricultural and Environmental Ethics
Journal of Applied Electrochemistry
Journal of Applied Psychology
Journal of Aquatic Ecosystem Stress and Recovery
Journal of Atmospheric Chemistry
Journal of Automated Reasoning
Journal of Biological Physics
Journal of Biomolecular NMR
Journal of Business Ethics
Journal of Clinical Monitoring and Computing
Journal of Comparative German Linguistics
Journal of Computer-Aided Molecular Design
Journal of Cross-Cultural Gerontology
Journal of Cultural Economics
Journal of East-Asian Linguistics
Journal of Economic Growth
Journal of Elasticity
Journal of Electronic Testing
Journal of Engineering Mathematics
Journal of Financial Services Research
Journal of Heuristics
Journal of Inclusion Phenomena and Molecular Recognition Chemistry

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Journal of Indian Philosophy
Journal of Inherited Metabolic Disease
Journal of Insect Conservation
Journal of Intelligent and Robotic Systems
Journal of Intelligent Information Systems
Journal of Intelligent Manufacturing
Journal of Logic, Language and Information
Journal of Materials Science [Package]
Journal of Materials Science: Electronics
Journal of Muscle Research and Cell Motility
Journal of Neurocytology
Journal of Neuro-Oncology
Journal of Oceanography
Journal of Paleolimnology
Journal of Personnel Evaluation in Education
Journal of Philosophical Logic
Journal of Productivity Analysis
Journal of Real Estate Finance and Economics
Journal of Regulatory Economics
Journal of Risk and Uncertainty
Journal of Science Teacher Education
Journal of Supercomputing
Journal of Systems Integration
Journal of the History of Biology
Journal of Thermal Analysis and Calorimetry
Journal of Value Inquiry
Journal of VLSI Signal Processing
K-Theory
Landscape Ecology
Law and Philosophy
Letters in Mathematical Physics
Linguistics and Philosophy
LISP and Symbolic Computation
Machine Learning
Machine Translation
Mangroves and Salt Marshes
Marine Geophysical Researches
Marketing Letters
Meccanica
Methods in Cell Science
Minds and Machines
Minerva
Mitigation and Adaptation Strategies for Global Change
MOCT-MOST: Economic Policy in Transitional Economics
Molecular and Cellular Biochemistry
Molecular Biology Reports

G. W. S. J.



Molecular Breeding
Molecular Diversity
Molecular Engineering
Multidimensional Systems and Signal Processing
Mycopathologia
Natural Hazards
Natural Language and Linguistic Theory
Natural Language Semantics
Neohelicon
Neophilologus
New Forests
Nonlinear Dynamics
Nutrient Cycling in Agroecosystems
Open Economics Review
Optical and Quantum Electronics
Order
Origins of Life and Evolution of the Biosphere
Periodica Mathematica Hungarica
Philosophical Studies
Photosynthesis Research
Photosynthetica
Plant and Soil
Plant Cell, Tissue and Organ Culture
Plant Ecology
Plant Foods for Human Nutrition
Plant Growth Regulation
Plant Molecular Biology
Plant Molecular Biology Reporter
Policy Sciences
Population Research and Policy Review
Potential Analysis
Public Choice
Quality and Quantity
Quality of Life Research
Reading and Writing
Real-Time Systems
Review of Austrian Economics
Review of Industrial Organization
Review of Quantitative Finance and Accounting
Reviews in Fish Biology
Russian Linguistics
Science and Education
Set-Valued Analysis
Social Indicators Research
Solar Physics
Space Science Reviews

J.M. Boof



Speculations in Science and Technology
Statistics and Computing
Studia Logica
Studies in East European Thought
Surveys in Geophysics
Synthese
Systematic Parasitology
The Environmentalist
The GENEVA Papers on Risk and Insurance Theory
The Histochemical Journal
Theoretical Medicine and Bioethics
Theory and Decision
Theory and Society
Topoi
Transgenic Research
Transition Metals Chemistry
Transport in Porous Media
Transportation
Tropical Animal Health and Production and Urban Ecosystems
Urban Ecosystems
User Modeling and User-Adapted Interaction
Veterinary Research Communications
Virus Genes
Water Resources Management
Water, Air and Soil Pollution
Wetlands Ecology and Management
Wireless Personal Communications
World Journal of Microbiology

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Appendix B: List of Authorized Member Sites with Corresponding Domain Names/IP Ranges

IP RANGES FOR THE UNIVERSITY OF CALIFORNIA

UC BERKELEY

[Text deleted]

UC DAVIS

[Text deleted]

G.M. Prof



UC IRVINE

[Text deleted]

UC LOS ANGELES

[Text deleted]

UC RIVERSIDE

[Text deleted]

UC MERCED

No registered IP addresses at this time

UC SAN FRANCISCO

[Text deleted]

UC SANTA BARBARA

[Text deleted]

UC SANTA CRUZ

[Text deleted]

W. M. de Groot



UC SAN DIEGO

[Text deleted]

UC OP - CALIFORNIA DIGITAL LIBRARY

[Text deleted]

UC DC - WASHINGTON D.C. PROGRAM

[Text deleted]

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ucdavis.edu
uci.edu
ucla.edu
ucmerced.edu
ucr.edu
ucsd.edu
sdsc.edu
ucsf.edu
ucsfrenso.edu
ucsb.edu
ucsc.edu
berkeley.edu

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Appendix C: Fees and Special Provisions

1. Cumulative prices of Licensee's Members' 1999 print subscription holdings to the Licensed Materials will constitute the "base value" upon which all future prices (including price increases) will be founded, during the term of this agreement. This "base value" has been established at [Text deleted] which has been paid for by Licensee's members by their print subscriptions.
2. For access to the Licensed Materials by Licensee's Members during 1999, Licensee agrees to pay an "electronic access fee" of [Text deleted] of the 1999 base value [Text deleted]. The Licensor will charge this fee directly to the Licensee.
3. The "base value" will be increased during the term of this Agreement by the annual price increase of the journals listed in Appendix A. This price increase will be capped at [Text deleted].
4. As from the subscription year 2000, electronic contents will become the main product. The "e-price" will be calculated to be [Text deleted] of the total of the 1999 base value plus any annual price increase. In addition, a "platform service fee" of [Text deleted] of the e-price will be charged to the Licensee each year.
5. As from subscription year 2000, Licensees' Members, at their option, may continue to subscribe to the print versions of Licensed Materials for [Text deleted] of the print subscription price.
6. In years two (2) and three (3) of this agreement (before the start of the new subscription year), Licensee may exchange duplicate titles for other Kluwer ONLINE titles not collectively subscribed to by Licensee's Members and worth the same dollar value as the exchanged titles, so as not to affect the "base value". Licensees' Members will gain access to these added titles and Licensees' Members choosing to receive the print versions of such added titles will be able to do so at a cost of [Text deleted] of the price of a standard print subscription.
7. As a one-time option, prior to the beginning of the 2000 subscription year, Licensee may select access to titles to which subscriptions are not held as of 1/1/99 for the price of [Text deleted] of the print subscription rate [Text deleted]. This total will be added to the base value cited in Clause 1, and subsequent invoices will be calculated according per the terms in Clause 4. Print copies of these journals may be ordered for [Text deleted] of the print subscription price, as per the terms in Clause 5.
8. As Licensor's accounting system is not currently programmed to effectively handle the terms cited above, Licensee's Members will continue to order print subscriptions at the prevailing list price in a given year through their normal subscription channels and pay for them as in years pre-dating this Agreement. At the end of January of each given year, Licensor will in one final total reconciliation mediate the effect of this, so as to arrive at the terms cited in this Appendix. Additional charges or credits will be settled between Licensor and Licensee.

