

UNIVERSITY OF CALIFORNIA MULTI-SITE LICENSE AGREEMENT

KLUWER ONLINE

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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:

1. CONTENT OF LICENSED MATERIALS; GRANT OF LICENSE.

1.1. The materials that are the subject of this Agreement shall consist of the 'Journals' as specified in Appendixes A, D and E 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).

1.3. Licensee acknowledges that the Licensed Materials are protected by copyright. All rights not specifically granted to Licensee are expressly reserved.

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

2.2. Access to the Licensed Materials shall be controlled through the use of Domain name(s) or IP addresses as listed in Appendix B. Licensor and Licensee shall cooperate in the implementation of additional security procedures as they are developed.

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:

4.1.1. Faculty members (including temporary or exchange faculty for the duration of their assignment); graduate and undergraduate students, and staff members. Remote access is permitted for Authorized Users only.

4.1.2. Library access: If Licensee provides public access to its library collection it may also provide access to and permit

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copying from the Licensed Materials by members of the public for their scholarly, research and personal use from workstations on library premises. Any form of remote access to the Licensed Materials by members of the Public is not permitted.

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4.2.1. Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international copyright laws. In addition, the Licensed materials may be used as follows:

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4.2.3. Licensee may make one (1) electronic, and one (1) print, copy of the Licensed Materials, for backup or for archival purposes or as required to exercise Licensee's rights under Section 10, "Perpetual License", of this Agreement.

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5. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS.

5.1. Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

5.2. Licensee and its Authorized Users may not modify, adapt, manipulate, transform, translate or create derivative works based on any materials included in the Licensed Materials, or otherwise use any such materials in a manner that would infringe the copyright therein.

5.3. Licensee may not remove, obscure or modify any copyright or other notices or disclaimers included in the Licensed Materials. Accompanying screen displays may not be removed, obscured or modified in any way. No notice, statement or disclaimer displayed to Authorized Users through Licensor's web sites or by other means shall supersede, limit, or otherwise modify the provisions of this Agreement unless agreed to in advance by Licensor and Licensee.

5.4. Licensee may not utilize the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials, or bulk reproduction or distribution of the Licensed Materials in any form.

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

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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).* Licensor shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software and the loading of additional Licensed Materials as they become available. Licensor will attempt to Schedule down-time at a time to minimize inconvenience to Licensee and its Authorized Users.

If the Licensed Materials fail to operate in conformance with the terms of this Agreement, Licensee shall notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that Licensor fails to repair the nonconformity in a reasonable time, Licensor shall credit Licensee an amount that the nonconformity is proportional to the total Fees owed by Licensee under this Agreement, towards the subsequent year's invoice, should the Licensee continue the contract with Licensor.

6.4. Licensor shall use reasonable efforts to ensure that the online content is at least equivalent to Licensor's print journals, representing complete, faithful and timely replications of the print versions (exclusive of advertisements) and will cooperate with Licensee to identify and correct errors or omissions.

7. LICENSEE PERFORMANCE OBLIGATIONS.

7.1. Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

7.2. Licensee shall make reasonable efforts to provide Authorized Users with notice of any applicable Intellectual Property or other rights applicable to the Licensed Materials. Licensee shall make reasonable efforts to prevent the infringement of any Intellectual Property or other rights of the Licensor in the Licensed Materials. Licensee shall promptly notify Licensor of any infringement that come to Licensee's attention, and take appropriate steps to avoid its recurrence.

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 temporarily suspend 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.

7.4. Licensee shall cooperate with Licensor on the preparation and provision of user surveys to solicit feedback on the Licensed Materials from Authorized Users.

7.5. Licensee may provide electronic links to the journals from Licensee's or Licensee's Members' web pages, and is encouraged to do so in ways which will increase the usefulness of the Licensed Materials to Authorized Users. Licensor's staff will provide reasonable assistance in creating these links. 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). Licensee will begin using DOIs and the CrossRef system when the metadata and DOIs for 100 percent of the existing content has been added to the CrossRef system. In order to effectively support linking directly

to content at the article level, Licensor will make every effort to ensure that the metadata and DOIs have been deposited with CrossRef within 7 days of when the data is added to their online system.

8. TERM.

8.1. The term of this Agreement shall be for three (3) subscription years, beginning January 1, 2002 and ending upon completion of the announced 2004 publication program for each journal.

8.2. Upon termination of this Agreement at the expiration of the 2004 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. PERPETUAL LICENSE

Notwithstanding anything else in this Agreement, Licensor hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement.

11. 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); however, the rights and obligations of the Licensor shall be assigned and transfer to any party that acquires all, substantially all, or appropriate parts of the assets of the Licensor.

12. INDEMNITIES.

12.1. 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.

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12.2. 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.

13. GOVERNING LAW.

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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19. 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.

If to Licensor:

Kluwer Academic Publishers
Attn: [Text deleted]
101 Philip Drive
Assinippi Park
Norwell, MA 02061 USA

If to Licensee:

University of California
Attn: [Text
Office of the President
California Digital Library
415 20th Street, 4th Floor
Oakland, CA 94612 USA

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 (Subscribed Journals)
- Appendix B: List of Authorized Member Sites with Corresponding Domain Names/IP Ranges
- Appendix C: Fees and Special Provisions
- Appendix D: List of Titles Constituting the Licensed Materials (Non-Subscribed Journals)

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

LICENSEE:

[Text deleted]

LICEN[Text deleted]

BY: _____

BY: _____

NAME _____

NAMI _____

TITLE: Director, Shared Content, CDL _____

TITLE: Director of Library Relations _____

DATE: October 22, 2002

DATE: 11/20/02

Appendix A

List of Titles Constituting the Licensed Materials (Subscribed Journals)

Acta Applicandae Mathematicae	Biometals
Acta Biotheoretica	Bioscience Reports
Acta Linguistica Hungarica	Bioseparation
Acta Mathematica Hungarica	Biotechnology Letters
Advances in Computational Mathematics	Boundary-Layer Meteorology
Advances in Contraception	Brain Topography
African Archaeological Review	Breast Cancer Research and Treatment
Agriculture and Human Values	Cancer and Metastasis Reviews
Agroforestry Systems	Cancer Causes and Control
AIDS and Behavior	Cardiovascular Drugs and Therapy
American Journal of Community Psychology	Catalysis Letters
American Journal of Dance Therapy	CATTECH
American Journal of Psychoanalysis	Celestial Mechanics and Dynamical Astronomy
Analog Integrated Circuits and Signal Processing	Cell Biology and Toxicology
Analysis Mathematica	Cellular and Molecular Neurobiology
Annals of Clinical Psychiatry	Child and Adolescent Social Work Journal
Annals of Global Analysis and Geometry	Child and Youth Care Forum
Annals of Mathematics and Artificial Intelligence	Child Psychiatry and Human Development
Annals of Oncology	Children's Literature in Education
Annals of Operations Research	Chromosome Research
Annals of the Institute of Statistical Mathematics	Climatic Change
Antonie van Leeuwenhoek	Clinical and Experimental Metastasis
Applied Categorical Structures	Clinical Social Work Journal
Applied Composite Materials	Cluster Computing
Applied Intelligence	Cognitive Therapy and Research
Applied Psychophysiology and Biofeedback	Communications in Theoretical Physics
Approximation Theory and its Applications	Community Mental Health Journal
Aquaculture International	Compositio Mathematica
Aquarium Science and Conservation	Computer Supported Cooperative Work (CSCW)
Aquatic Ecology	Computers and the Humanities
Aquatic Geochemistry	Constitutional Political Economy
Archival Science	Contemporary Family Therapy
Archives and Museum Informatics	Continental Philosophy Review
Archives of Sexual Behavior	Crime, Law and Social Change
Argumentation	Culture, Medicine and Psychiatry
Asia-Pacific Financial Markets	Cytotechnology
Astrophysics and Space Science	Designs, Codes and Cryptography
Automated Software Engineering	Dialectical Anthropology
Autonomous Robots	Digestive Diseases and Sciences
Behavior Genetics	Discrete Event Dynamic Systems
Biochemical Genetics	Distributed and Parallel Databases
BioControl	Documenta Ophthalmologica
Biodegradation	Dreaming
Biodiversity and Conservation	Dynamics and Control
Biogeochemistry	Early Childhood Education Journal
Biologia Plantarum	Earth, Moon, and Planets
Biological Invasions	Economics of Planning
Biology and Philosophy	Economist, De
Biomedical Microdevices	Ecotoxicology

Educational Psychology Review	International Journal for Philosophy of Religion
Educational Studies in Mathematics	International Journal of Cardiac Imaging
Employee Responsibilities and Rights Journal	International Journal of Computer Vision
Entomologia Experimentalis et Applicata	International Journal of Flexible Manufacturing Systems
Environmental and Resource Economics	International Journal of Fracture
Environmental Biology of Fishes	International Journal of Group Tensions
Environmental Geochemistry and Health	International Journal of Historical Archaeology
Environmental Modeling & Assessment	International Journal of Infrared and Millimeter Waves
Environmental Monitoring and Assessment	International Journal of Parallel Programming
Environmentalist	International Journal of Politics, Culture, and Society
Erkenntnis	International Journal of Primatology
Euphytica	International Journal of Sexuality and Gender Studies
European Journal of Epidemiology	International Journal of Stress Management
European Journal of Law and Economics	International Journal of Theoretical Physics
European Journal of Plant Pathology	International Journal of Thermophysics
European Journal of Political Research	International Journal of Value-Based Management
European Journal of Population	International Journal of Wireless Information Networks
Evolutionary Ecology	International Ophthalmology
Experimental and Applied Acarology	International Review of Education
Experimental Astronomy	International Urology and Nephrology
Experimental Economics	Investigational New Drugs
Fish Physiology and Biochemistry	Irrigation and Drainage Systems
Flow, Turbulence and Combustion	Jewish History
Foundations of Chemistry	Journal for General Philosophy of Science
Foundations of Physics	Journal of Abnormal Child Psychology
Foundations of Physics Letters	Journal of Adult Development
Foundations of Science	Journal of Agricultural and Environmental Ethics
General Relativity and Gravitation	Journal of Applied Electrochemistry
Genetic Resources and Crop Evolution	Journal of Applied Phycology
Genetica	Journal of Aquatic Ecosystem Stress and Recovery
Geologie en Mijnbouw	Journal of Archaeological Method and Theory
Geometriae Dedicata	Journal of Archaeological Research
Glycoconjugate Journal	Journal of Assisted Reproduction and Genetics
Grammars	Journal of Atmospheric Chemistry
GROUP	Journal of Autism and Developmental Disorders
Health Care Analysis	Journal of Automated Reasoning
Health Services & Outcomes Research Methodology	Journal of Behavioral Education
HEC Forum	Journal of Behavioral Medicine
Higher Education	Journal of Bioenergetics and Biomembranes
Higher-Order and Symbolic Computation	Journal of Biological Physics
Histochemical Journal	Journal of Biomolecular NMR
Human Ecology	Journal of Business and Psychology
Human Studies	Journal of Business Ethics
Husserl Studies	Journal of Career Development
Hydrobiologia	Journal of Chemical Crystallography
Hyperfine Interactions	Journal of Chemical Ecology
IIE Transactions	Journal of Child and Adolescent Group Therapy
Indo-Iranian Journal	Journal of Child and Family Studies
Inflammation	Journal of Clinical Immunology
Innovative Higher Education	Journal of Clinical Monitoring and Computing
Instructional Science	Journal of Clinical Psychology in Medical Settings
Integrated Pest Management Reviews	Journal of Cluster Science
Interchange	Journal of Community Health

Journal of Comparative Germanic Linguistics	Journal of Polymers and the Environment
Journal of Computer-Aided Molecular Design	Journal of Primary Prevention
Journal of Computer-Assisted Microscopy	Journal of Productivity Analysis
Journal of Contemporary Psychotherapy	Journal of Protein Chemistry
Journal of Cross-Cultural Gerontology	Journal of Psycholinguistic Research
Journal of Cultural Economics	Journal of Psychology and Judaism
Journal of Developmental and Physical Disabilities	Journal of Psychopathology and Behavioral Assessment
Journal of Dynamical and Control Systems	Journal of Psychotherapy Integration
Journal of Dynamics and Differential Equations	Journal of Quantitative Criminology
Journal of East Asian Linguistics	Journal of Rational-Emotive and Cognitive-Behavior Therapy
Journal of Economic Growth	Journal of Real Estate Finance and Economics
Journal of Elasticity	Journal of Regulatory Economics
Journal of Electronic Testing	Journal of Risk and Uncertainty
Journal of Engineering Mathematics	Journal of Science Education and Technology
Journal of Family and Economic Issues	Journal of Science Teacher Education
Journal of Family Violence	Journal of Scientific Computing
Journal of Financial Services Research	Journal of Seismology
Journal of Fluorescence	Journal of Social Distress and the Homeless
Journal of Fusion Energy	Journal of Solution Chemistry
Journal of Gambling Studies	Journal of Statistical Physics
Journal of Gender, Culture and Health	Journal of Supercomputing
Journal of Genetic Counseling	Journal of Superconductivity
Journal of Heuristics	Journal of Systems Integration
Journal of Immigrant Health	Journal of Technology Transfer
Journal of Inclusion Phenomena	Journal of the History of Biology
Journal of Indian Philosophy	Journal of Theoretical Probability
Journal of Inherited Metabolic Disease	Journal of Thermal Analysis and Calorimetry
Journal of Inorganic and Organometallic Polymers	Journal of Traumatic Stress
Journal of Insect Behavior	Journal of Value Inquiry
Journal of Insect Conservation	Journal of VLSI Signal Processing
Journal of Intelligent and Robotic Systems	Journal of World Prehistory
Journal of Intelligent Information Systems	Journal of Youth and Adolescence
Journal of Intelligent Manufacturing	K-Theory
Journal of Logic, Language and Information	Landscape Ecology
Journal of Low Temperature Physics	Law and Critique
Journal of Mammalian Evolution	Law and Human Behavior
Journal of Materials Science (full set)	Law and Philosophy
Journal of Materials Science: Materials in Electronics	Letters in Mathematical Physics
Journal of Materials Synthesis and Processing	Lifetime Data Analysis
Journal of Mathematical Chemistry	Linguistics and Philosophy
Journal of Medical Humanities	Machine Learning
Journal of Medical Systems	Machine Translation
Journal of Muscle Research and Cell Motility	Marine Geophysical Researches
Journal of Neurocytology	Marketing Letters
Journal of Neuro-Oncology	Maternal and Child Health Journal
Journal of Nondestructive Evaluation	Mathematical Geology
Journal of Nonverbal Behavior	Meccanica
Journal of Oceanography	Metabolic Brain Disease
Journal of Optimization Theory and Applications	Methods in Cell Science
Journal of Paleolimnology	Minds and Machines
Journal of Personnel Evaluation in Education	Minerva
Journal of Pharmacokinetics and Biopharmaceutics	Mitigation and Adaptation Strategies for Global Change
Journal of Philosophical Logic	Mobile Networks and Applications

MOCT-MOST: Economic Policy in Transitional Economics	Real-Time Systems
Molecular and Cellular Biochemistry	Research in Higher Education
Molecular Biology Reports	Review of Accounting Studies
Molecular Breeding	Review of Austrian Economics
Molecular Diversity	Review of Industrial Organization
Molecular Engineering	Review of Quantitative Finance and Accounting
Motivation and Emotion	Reviews in Fish Biology and Fisheries
Multidimensional Systems and Signal Processing	Risk Analysis
Mycopathologia	Russian Linguistics
Natural Hazards	Science and Education
Natural Language and Linguistic Theory	Scientometrics
Natural Language Semantics	Set-Valued Analysis
Natural Resources Research	Sex Roles
Negotiation Journal	Sexual Abuse: A Journal of Research and Treatment
Neohelicon	Sexuality and Disability
Neophilologus	Social Indicators Research
Neurochemical Research	Social Justice Research
Neuropsychology Review	Solar Physics
New Forests	Somatic Cell and Molecular Genetics
Nonlinear Dynamics	Space Science Reviews
Numerical Algorithms	Speculations in Science and Technology
Nutrient Cycling in Agroecosystems	Statistical Inference for Stochastic Processes
Open Economics Review	Statistics and Computing
Optical and Quantum Electronics	Studia Logica
Optical Networks Magazine	Studies in East European Thought
Order	Surveys in Geophysics
Origins of Life and Evolution of the Biosphere	Synthese
Periodica Mathematica Hungarica	Systematic Parasitology
Philosophical Studies	The Urban Review
Photosynthesis Research	Theoretical Medicine and Bioethics
Photosynthetica	Theory and Decision
Plant and Soil	Theory and Society
Plant Cell, Tissue and Organ Culture	Topics in Catalysis
Plant Ecology	Topoi
Plant Foods for Human Nutrition	Transgenic Research
Plant Growth Regulation	Transition Metal Chemistry
Plant Molecular Biology	Transport in Porous Media
Plant Molecular Biology Reporter	Transportation
Plasma Chemistry and Plasma Processing	Tribology Letters
Plasmas and Polymers	Tropical Animal Health and Production
Policy Sciences	Urban Ecosystems
Political Behavior	User Modeling and User-Adapted Interaction
Population and Environment	Veterinary Research Communications
Population Research and Policy Review	Virus Genes
Potential Analysis	VOLUNTAS: International Journal of Voluntary and
Psychiatric Quarterly	Nonprofit Organization
Public Choice	Water Resources Management
Public Organization Review	Water, Air, and Soil Pollution
Qualitative Sociology	Water, Air, and Soil Pollution: Focus
Quality and Quantity	Wetlands Ecology and Management
Quality of Life Research	Wireless Networks
Queueing Systems	Wireless Personal Communications
Reading and Writing	World Journal of Microbiology and Biotechnology

Appendix B

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

UC BERKELEY

Domain Name: berkeley.edu

[Text deleted]

UC IRVINE

Domain Name: uci.edu

[Text deleted]

UC LOS ANGELES

Domain Name: ucla.edu

[Text deleted]

UC RIVERSIDE

Domain Name: ucr.edu

[Text deleted]

UC MERCED

Domain Name: ucmerced.edu

[Text deleted]

UC DAVIS

Domain Name: ucDavis.edu

[Text deleted]

UC SAN FRANCISCO

Domain Name: ucsf.edu

[Text deleted]

UC SAN DIEGO

Domain Name: ucsd.edu

[Text deleted]

UC SANTA CRUZ

Domain Name: ucsd.edu

[Text deleted]

UC WASHINGTON, DC

Domain Name: no registered domain name at this time

[Text deleted]

UC SANTA BARBARA

Domain Name: ucsb.edu

[Text deleted]

UC OP - CALIFORNIA DIGITAL LIBRARY

Domain Name: ucop.edu

[Text deleted]

[Text deleted]

Appendix C

Fees and Special Provisions

C.1. The Base Value of this Agreement will be the cumulative prices of Licensee's Members' 2001 print subscription, electronic-only, and discount-price print journal holdings to the Licensed Materials at 2002 prices (capped, per clause C.4), and will constitute the basis upon which all future prices (including price increases) are founded. For 2002, this Base Value has been established at [Text]

C.2. For access to the Licensed Materials by Licensee's Members during the Term of this Agreement, Licensee agrees to pay an escalating Premium representing a percentage of the Licensee's (capped) print price for each journal for which print delivery is required. The Licensor will charge this fee directly to the Licensee. This Premium will be fixed at [Text] in Year 1 (2002), [Text] in Year 2 (2003), and [Text] in Year 3 (2004). For 2002, this Premium is established at [Text]

C.3. Newly-published journals may be added individually to this Agreement at the start of each subscription year, at the request of the Licensee; they will subsequently be added to Appendix E. The cost of these journals will be calculated by multiplying the prevailing subscription price times the Licensee's Multiplication Factor (the combined number of paid subscriptions divided by the number of unique titles comprising them). The Licensee's Multiplication Factor is calculated to be [Text]. For 2002, the cost of newly-published journals is established at [Text]

C.4. Licensee's Members will inform Licensor, by November 1 of each year of the Term of this Agreement, of which Licensed Materials it no longer requires delivered in printed form. Licensee will be invoiced directly by Licensor for the (capped) content price of these Licensed Materials. For 2002, this amount is established at [Text]. The cost of these electronic-only subscriptions are included in the total listed in C.1.

C.5. Licensee and Licensor agree that if, during the Term of this Agreement, Licensee wishes to pay Licensor directly for the electronic content at the Base Value, Licensor will invoice Licensee directly for the entire combined cost of all content. Licensee must notify Licensor of its intent to do so, and to purchase electronic content directly from Licensor, by August 1 of 2002 or 2003 of this Agreement. Licensee and Licensor will define payment terms in a written Annex to this Agreement, which will include a [Text] of the prevailing Base Value for Licensee's direct pre-payment to Licensor for electronic access to the Licensed Materials. Print copies of the Licensed Materials will be available to campuses at a deeply-discounted rate to be defined in an Annex. Upon opting for the electronic content at the Base Value, one print copy of the Licensed Materials listed in Appendix A will be delivered at the Licensee's request at no cost to a single location, to be chosen by the Licensee. Issues will be delivered either as published or in bulk, at Licensor's discretion. Licensor will consult with Licensee prior to shipment and will notify Licensee of the delivery method before the start of the subscription year.

C.6. The Base Value will be increased during the term of this Agreement by the annual price increase of the journals listed in Appendixes A and E. This price increase will be capped at [Text]

Appendix D

List of Titles Constituting the Licensed Materials (Non-Subscribed Journals)

Acta Juridica Hungarica	European Journal for Education Law and Policy
Administration and Policy in Mental Health	European Journal of Crime, Criminal Law and Criminal Justice
Adsorption	European Journal of Health Law
Advances in Health Sciences Education	European Journal of Law Reform
Aerobiologica	European Journal of Migration and Law
Air and Space Law	European Journal of Social Security
Angiogenesis	European Journal on Criminal Policy and Research
Annals of Software Engineering	European Public Law
Apoptosis	European Review of Private Law
Applications of Mathematics	Expert Evidence
Applied Mathematics and Mechanics	Extremes
Arab Law Quarterly	Feminist Legal Studies
Arbitration International	Formal Methods in System Design
Art, Antiquity and Law	Genetic Programming and Evolvable Machines
Artificial Intelligence Review	GENEVA PAPERS on Risk and Insurance Theory
Asia Pacific Journal of Environmental Law	GeoInformatica
Asia Pacific Law Review	GeoJournal
Autonomous Agents and Multi-Agent Systems	Geotechnical and Geological Engineering
BT Technology Journal	Group Decision and Negotiation
Business Law Review	Heart Failure Reviews
Cardiac Electrophysiology Review	Human Rights Digest
Catalysis Surveys from Japan	Information Retrieval
Cellulose	Information Systems Frontiers
Children's Hospital Quarterly	Instructional Science
Clinical Child and Family Psychology Review	Integrated Assessment
Common Market Law Review	Interface Science
Computational and Mathematical Organization Theory	International and Comparative Corporate Law Journal
Computational Economics	International Childrens Rights Monitor
Computational Geosciences	International Corporate Law Bulletin
Computational Optimization and Applications	International Insurance Law Journal
Constraints	International Journal for the Advancement of Counselling
Criminal Law Forum	International Journal for the Semiotics of Law
Czechoslovak Journal of Physics	International Journal of Children's Rights
Czechoslovak Mathematical Journal	International Journal of Comparative Labour Law and Industrial Relations
Data Mining and Knowledge Discovery	International Journal of Computers for Mathematical Learning
Design Automation for Embedded Systems	International Journal of Franchising and Distribution Law
EDI Law Review, The	International Journal of Health Care Finance and Economics
Education and Information Technologies	International Journal of Marine and Coastal Law
Empirica	International Journal of Rehabilitation and Health
Empirical Software Engineering	International Journal of Speech Technology
Environmental Fluid Mechanics	International Journal of Technology and Design Education
Ethical Theory and Moral Practice	International Journal on Minority and Group Rights
Ethics and Information Technology	International Law FORUM du droit international
European Business Law Review	International Negotiation
European Environmental Law Review	International Peacekeeping
European Finance Review	
European Financial Services Law	
European Foreign Affairs Review	

International Politics	Multibody System Dynamics
International Tax and Public Finance	Multimedia Tools and Applications
Intertax	NAFTA: Law and Business Review of the Americas
Journal of Aging and Identity	Netherlands Quarterly of Human Rights
Journal of Applied Psychoanalytic Studies	NETNOMICS: Economic Research and Electronic
Journal of Bioeconomics	Networking
Journal of Clinical Geropsychology	Neural Processing Letters
Journal of Comparative Policy Analysis	Nonlinear Dynamics, Psychology, and Life Sciences
Journal of Computational Analysis and Applications	Nordic Journal of International Law, The
Journal of Computer-Aided Materials Design	Notarius International
Journal of Consumer Policy	Nutrient Cycling in Agroecosystems
Journal of Electroceramics	Open Systems and Information Dynamics
Journal of Ethics	Optimization and Engineering
Journal of Fusion Energy	Oxidation of Metals
Journal of Global Optimization	Pastoral Psychology
Journal of Industry, Competition and Trade	Perspectives in Drug Discovery and Design
Journal of International Arbitration	Pharmaceutical Research
Journal of International Wildlife Law and Policy	Photonic Network Communication
Journal of Interventional Cardiac Electrophysiology	Pituitary
Journal of Mammary Gland Biology and Neoplasia	Positivity
Journal of Management and Governance	Precision Agriculture
Journal of Market-Focused Management	Prevention Science
Journal of Materials Science Letters	Quantitative Microbiology
Journal of Materials Science: Materials in Medicine	Reaction Kinetics and Catalysis Letters
Journal of Mathematics Teacher Education	Reliable Computing
Journal of Near-Death Studies	Res Publica
Journal of Network and Systems Management	Review of Central and East European Law
Journal of Occupational Rehabilitation	Reviews in Endocrine and Metabolic Disorders
Journal of Poetry Therapy	Sepsis
Journal of Porous Materials	Small Business Economics
Journal of Radioanalytical and Nuclear Chemistry	Sociological Practice: A Journal of Clinical and Applied
Journal of Radiosurgery	Sociology
Journal of Reducing Space Mission Cost	Software Quality Journal
Journal of Religion and Health	Space Debris
Journal of Sol-Gel Science and Technology	Spatial Cognition and Computation
Journal of the Gay and Lesbian Medical Association	Structural Chemistry
Journal of the History of International Law	Studia Geophysica et Geodaetica
Journal of World Trade	Substance Abuse
Learning Environments Research	Subsurface Sensing Technologies and Applications
Legal History Review, The	Surface Sensing Technologies and Applications
Legal Issues of European Integration	Systemic Practice and Action Research
Leiden Journal of International Law	Teaching Business Ethics
Letters in Peptide Science	Telecommunication Systems
Liverpool Law Review	Tertiary Education and Management
Mechanics of Time-Dependent Materials	Uniform Law Review/Revue de droit uniforme
Medicine, Healthcare and Philosophy	World Competition
Mental Health Services Research	World Wide Web
Methodology and Computing in Applied Probability	