



**Ovid Technologies, Inc.
Online License Agreement**

Before you access Ovid's electronic products, you will need to understand fully and agree to this Online License Agreement that governs your use of it. After reading the Agreement, your signature signifies your acceptance of it. If you have questions, please call Ovid at (800) 950-2371, ext. 7030. Please retain a copy of the Agreement for your files.

INITIAL(S) BAF

This Agreement, dated this 23rd day of October 2001, between Ovid Technologies, Inc., a Delaware corporation having offices at 333 Seventh Avenue, New York, NY 10001 (hereinafter referred to as "**Ovid**") and The Regents of the University of California, having primary offices at the California Digital Library, University of California Office of the President, 415 20th Street, Oakland, CA 94612 (hereinafter referred to as "**Subscriber**"; collectively with Ovid, referred to as the "**Parties**") provides for use by Subscriber of the Products, as defined below, through Ovid's remote database access service for a fixed fee, as described in Schedule B, subject to the terms and conditions set forth in this agreement (the "**Agreement**").

1. DEFINITIONS.

- 1.1. "**Products**" made subject to this Agreement consist of: (i) the "**Database(s)**," "**Journals**" and/or "**Books**" ordered by the Subscriber pursuant to Schedule(s) B and/or C, attached hereto, hereafter referred to as "**Content**"; (ii) the "**Software**," ordered by the Subscriber pursuant to Schedule B, consisting of the search and retrieval application software and any modifications, enhancements, updates, upgrades or new releases produced by Ovid during the term of the Agreement; provided however, that certain enhancements may constitute separate and distinct products for which Ovid reserves the right to charge an additional fee; (iii) the "**Documentation**" consisting of any instructional materials produced and owned by Ovid relating to the Products as provided in hardcopy or electronic form during the term of the Agreement; (iv) computer capacity to support the number of concurrent users authorized by Subscriber pursuant to Schedule(s) B and/or C; and (v) subscriber support services, via telephone, facsimile transmission or Internet E-mail.
- 1.2. "**Authorized Site(s)**" means a Subscriber site composed of (i) single or multiple institutions, (ii) single or multiple geographic locations or (iii) a combination of the aforementioned for which Subscriber requests designation by Ovid as sites authorized to access the Products. A list of Authorized Site(s) for purposes of this Agreement is set forth in Schedule D. In the event that Subscriber acquires or merges with another related or affiliated entity during the term of this Agreement, such acquired or merged entity may be deemed a separate additional site subject to additional access fees and subscription fees, at Ovid's discretion.
- 1.3. "**Authorized Users**" mean: (i) Subscriber; (ii) employees of Subscriber, if Subscriber is a corporation or other organization; provided however, that employees of an entity which is acquired by or merged with the Subscriber during the term of this Agreement will not be deemed Authorized Users for purposes of this Agreement; (iii) students, faculty and staff of Subscriber, if Subscriber is an academic institution and walk-in users at publicly available terminals located in Authorized Sites; and (iv) patrons of Subscriber, if Subscriber is a public library offering access to the Products. The designated number of concurrent Authorized Users accessing the Product(s) at the Authorized Site(s) is set forth in Schedule(s) B and/or C. For purposes of this Agreement, any institutions, associations or organizations related or affiliated with Subscriber will not be deemed "Authorized Users" without Ovid's express consent.

- 1.4. **“Permitted Use”** means use of the Product(s) by the Subscriber and Authorized Users as is consistent with the Fair Use Provisions of the United States copyright law. The Products may be used for purposes of education, research or other non-commercial use as follows: Subscriber and Authorized Users may (i) view the content and data contained therein on terminals, (ii) print data obtained from searches and make limited copies of such printed search results, (iii) download data obtained from searches, (iv) use a reasonable portion of the Content in the preparation of reserves or other educational materials, (v) create multiple copies of a discrete excerpt for classroom instruction use. In addition, the Subscriber may (vi) provide electronic links to the Products from Subscriber’s web pages. The Permitted Use expressly precludes (i) copying, duplication, redistribution, retransmission, publication and/or transfer for commercial use of the Product(s), in whole or in part, where such acts are contrary to the Permitted Use; (ii) preparation of derivative works or incorporation of the Products, in whole or in part, in any other work or system, except for the purposes of criticism or scholarship; (iii) reverse engineering, decompiling or modification of the Products, in whole or in part; and (iv) uploading, downloading, copying or redistributing the content in their entirety or lengthy sequence.

2. USE OF THE PRODUCTS.

- 2.1. Ovid hereby grants to Subscriber the non-transferable, nonexclusive limited right to gain computerized access using the Software to the Product(s), subject to the terms and conditions of this Agreement. Subscriber will make reasonable efforts to ensure that Authorized Users use the Product(s) only in accordance with the Permitted Use.
- 2.2. Ovid will issue Subscriber one or more identification password(s), such number to be determined at Ovid’s discretion, to gain access to the Products during Ovid’s scheduled hours of service. Except as is provided in Section 5.2 of this Agreement, Subscriber is responsible for all charges against Subscriber’s identification password(s). Ovid reserves the right, at its sole discretion, to alter or change Subscriber’s identification password(s) as circumstances may warrant.
- 2.3. The terms and conditions of this Agreement may be changed from time to time, upon written amendment signed by authorized representatives of Ovid and Subscriber.

3. PROPRIETARY RIGHTS AND USE RESTRICTIONS FOR THE PRODUCT(S).

- 3.1. The Software is produced and owned by Ovid; the content is licensed to Ovid under separate agreements between Ovid and certain information providers (the **“Information Providers”**) and are proprietary to such Information Providers. No provision of this Agreement conveys any ownership interest in or to the Products, in whole or in part. Title, as well as applicable copyrights, patents, trademarks, trade secrets or other intellectual property rights in and to the materials in the Products are, and remain the property of Ovid, Information Providers or individual copyright claimants, as applicable.
- 3.2. No rights to use the Product(s) are conveyed to the Subscriber and Authorized Users except as permitted by the Fair Use Provisions of the United States copyright law and this Agreement.
- 3.3. Information Providers may modify or assign additional terms and conditions, as made available to Subscriber by Ovid, from time to time, which affect the Authorized Users’ use of the Product(s), including without limitation, changes in subscription rates, use restrictions or guidelines. Those terms and conditions will apply upon renewal of the subscription in question without the need for amendment. Ovid will notify Subscriber in writing 60 days before expiration of the then current term of such modifications and/or additions. Those terms and conditions will prevail and control use of the relevant content, unless the Subscriber chooses to not renew the subscription or negotiate the modified or additional terms and conditions directly with the Information Provider. Subscriber hereby grants to Ovid and/or Information Providers the right to enforce or assert on their own behalf the provisions of this Agreement to the extent they pertain to the content contained in the Product(s).

4. **RESTRICTED RIGHTS OF THE UNITED STATES GOVERNMENT.** The Products are provided with certain restricted rights applicable to the United States government or its agents only. The use, duplication, modification, display or disclosure by the United States government or its agents is subject to restrictions as set forth in DFARS 252.227-7015(b)(2), DFARS 227.7202-1(a), DFARS 227.7202-3(a), FAR 52.227-14 and FAR 52.227-19, as applicable, and any applicable agency FAR supplements.
5. **SUBSCRIBER'S OBLIGATIONS.** Subscriber agrees to the following:
 - 5.1. to be responsible for installation, costs and maintenance of a communications link and equipment;
 - 5.2. to be responsible for the confidentiality and security of the identification password(s) issued to Subscriber by Ovid. Subscriber will not be responsible for charges against any identification password(s) that are lost or stolen; provided Ovid has received prompt notice to such effect;
 - 5.3. to use reasonable efforts to ensure that Authorized Users comply with the terms and conditions of this Agreement and any and all written amendments thereof signed by authorized representatives of Ovid and/or Information Providers and Subscriber; and
 - 5.4. to designate in writing a staff member to be "System Administrator" (project manager) for the purpose of resolving implementation questions. Subscriber will make reasonable efforts to make such person available to Ovid on a routine prearranged basis when necessary. In return, Ovid will designate in writing one or more staff members to be "System Administrators" (project managers) for the purpose of resolving implementation issues. Ovid will make reasonable efforts to make such person available to Subscriber on a routine, prearranged basis.
6. **OVID'S OBLIGATIONS.** Ovid agrees to the following:
 - 6.1. Usage Statistics: Ovid will make available monthly usage statistics to the CDL, reporting for each database the use activity of the individual campuses, UC-managed laboratories, and for Searchlight. Statistical reports shall conform to the ICOLC statistical reporting guidelines. Ovid will make reasonable efforts to comply with revisions to ICOLC statistical reporting guidelines within three (3) months.
 - 6.2. Linking: Ovid will implement the OpenURL standard on all the CDL databases accessed via Ovid by January 1, 2002. Ovid will work with the CDL to implement OpenURL awareness on such databases via Openlinks by November 1, 2001.
 - 6.3. Availability of Product(s). Ovid shall make the Product(s) available to Subscriber and its Authorized Users on October 31, 2001.
 - 6.4. Documentation. Ovid will provide and maintain help files and other appropriate user documentation.
 - 6.5. Training and Support. Ovid will offer installation support, including assisting with the implementation of any Ovid software. Ovid will provide appropriate training to Subscriber staff relating to the use of the Product(s). Ovid will offer reasonable levels of continuing support to assist Subscriber and its Authorized Users in use of the Product(s). Ovid will make its personnel available by email, phone, or fax during regular business hours, Monday through Friday for feedback, problem-solving, or general questions.
 - 6.6. Quality of Service. Ovid shall use reasonable efforts to ensure that Ovid's server or servers have sufficient capacity and rate of connectivity to provide the Subscriber and its Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Subscriber's locale.
 - 6.7. Ovid shall use reasonable efforts to provide continuous service for seven (7) days a week with an average of 99.9% reliability per month excluding scheduled down time of Saturdays 6:00PM to 9:00PM Pacific Time. The .1% downtime includes failure related to Ovid equipment or Ovid's internet connection.

- 6.8. If the Product(s) fail to operate in conformance with the terms of this Agreement, Subscriber shall immediately notify Licensor, and Ovid shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. If the Product(s) are likely not to be in conformance with the terms of this Agreement for multiple days, Ovid will ship data discs of the unavailable bibliographic databases to Subscriber. In the event that Ovid fails to repair the nonconformity in a reasonable time, Ovid shall reimburse Subscriber in an amount that the nonconformity is proportional to the total Fees owed by Subscriber under this Agreement.
- 6.9. Notification of Material Modifications of Licensed Materials. Subscriber understands that from time to time the Content may be added to, modified, or deleted from by Information Provider and/or that portions of the Content may migrate to other formats. Ovid and/or Information provider shall give a ninety (90) day notice of any such material changes to Subscriber. Failure by Ovid and/or Information Provider to provide such notice shall be grounds for immediate termination of the subscription by Subscriber.
- 6.10. Completeness of Content. Where applicable, Ovid shall use reasonable efforts to ensure that the online content is 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 Subscriber to identify and correct errors or omissions.
- 6.11. Ovid will provide a separate account for the Subscriber's Searchlight service at no additional cost and usage shall be reported separately from other Subscriber usage.
- 6.12. Ovid agrees to negotiate with Subscriber a tagged version based on XML of the Z39.80 Draft Standard for Downloading Bibliographic Citations, which will be offered to NISO as part of the Z39.80 draft standard. Ovid agrees to implement this XML tagged format for downloading in a timely fashion once the XML version is developed.
- 6.13. Ovid agrees to negotiate with Subscriber to define the timelines for the technical enhancements contained in the document "Ovid Interface Technical Enhancements".
- 6.14. Ovid will submit for review and approval by Subscriber prior to public release all publicity involving mention of the Subscriber's name, including all public references to Ovid's activities with Subscriber.
- 6.15. Ovid is committed to providing production-level user self-registration for its alert (update) service. This functionality is targeted for August 2002 release. CDL may begin accessing pre-production versions of this functionality, which is targeted for availability in July.
7. **MUTUAL OBLIGATIONS. Ovid and Subscriber agree to the following:**
- 7.1. Authentication. The parties shall cooperate in the implementation of additional security procedures as they are developed.
- 7.2. User Surveys. Subscriber and Ovid shall cooperate on the preparation and provision of user surveys to solicit feedback on the Product(s) from Authorized Users.
- 7.3. Confidentiality of User Data. Ovid and Subscriber agree to maintain the confidentiality of any data relating to the usage of the Content by Subscriber and its Authorized Users. Such data may be used solely for purposes directly related to the Content 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 users, shall not be provided to any third party.

8. LIMITED WARRANTIES AND LIMITED LIABILITIES.

- 8.1. Ovid represents and warrants that it has the complete right and authority to enter into this Agreement and to deliver the Products "AS IS".
- 8.2. Ovid will use its best efforts to provide the Product(s) in accordance with the Documentation existing at the date of initial access.
- 8.3. As a consequence of factors affecting the transmission of the Products which are beyond Ovid's control, Ovid will not guarantee performance of the Products for the portion of the service delivery reliant on third party telecommunications carriers. In the event that Subscriber requires greater surety of access, Ovid may arrange for Subscriber to have dedicated circuit access to the Products through a leading telecommunications carrier for an additional charge to be determined.
- 8.4. **OVID AND INFORMATION PROVIDERS EXPRESSLY DISCLAIM AND EXCLUDE ALL WARRANTIES (INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO THE PRODUCTS, THE CONTENT CONTAINED THEREIN AND THEIR PROVISION UNDER THIS AGREEMENT. ALTHOUGH DUE CARE IS USED IN PREPARING THE PRODUCTS, OVID AND INFORMATION PROVIDERS MAKE NO WARRANTIES THAT THE PRODUCTS WILL MEET SUBSCRIBER'S REQUIREMENTS, OR THAT THE CONTENT IS ACCURATE OR THAT THE RESULTS OBTAINED BY ANY AUTHORIZED USERS WILL BE ERROR FREE. NO OVID EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT.**
- 8.5. **EXCEPT AS PROVIDED UNDER THE INDEMNITY OF SECTION 7.0 OF THIS AGREEMENT, NEITHER OVID NOR INFORMATION PROVIDERS WILL BE LIABLE TO SUBSCRIBER, AUTHORIZED USERS OR ANY THIRD PARTY FOR LOSS OF PROFITS, LOSS OF USE OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, EVEN IF THEY ARE AWARE OF THE POSSIBILITY THEREOF.**
- 8.6. Neither Ovid nor its employees and agents will be liable for assistance provided to Authorized Users in performing research using the Products and any such assistance received from Ovid employees or agents will be solely at Authorized Users' risk.
- 8.7. Authorized Users, including physicians, health care workers and other professional persons using the Products MAY NOT rely on the information contained in the Products. Alternatively, they must rely on their clinical discretion, judgment and expertise in diagnosis and treatment.
- 8.8. Any cause of action whether brought by Ovid, Authorized Users or any third party concerning the Products must be commenced within one (1) year after such cause of action has accrued.

9. INDEMNIFICATION.

- 9.1. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, award, 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 use of the Licensed Materials by the Licensee or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

9.2. Each party shall indemnify and hold harmless for any losses, claims damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnify party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims.

The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense.

10. **PAYMENT.** The price for use of the Ovid Fixed-Fee Online Service is set forth in Schedule(s) B and/or C. Payment will be due upon the execution of this Agreement, pursuant to Subscriber's purchase order attached hereto. All invoices are due thirty (30) days after the billing date. In the event that Subscriber fails to make payment within ninety (90) days, Ovid reserves the right to deny access to the Products until such time as Subscriber's account is made current. Subscriber will be responsible for the payment of all taxes, or other related fees incurred in connection with this Agreement
11. **TERM.** The initial term of this Agreement will be as defined in the attached Schedules. This Agreement will be automatically renewed for successive one (1) year terms at the fees current on the renewal date, or as otherwise provided to Subscriber by Ovid, unless either Ovid, Subscriber, or Information Providers gives notice of its intention to cancel the Agreement at least sixty (60) days in advance of the expiration of the then current term. Ovid will provide Subscriber with notice of any increases in fees exclusively attributable to Ovid, including access fees for additional software products, additional sites or additional concurrent users, as applicable, ninety (90) days prior to the end of the current period. Ovid will promptly notify Subscriber of any changes to subscription rates as such information is received from the Information Providers and make best efforts to provide such information ninety (90) days prior to the end of the current period.
12. **TERMINATION.** If Ovid or any one of the Authorized Users is in breach of the terms and conditions of this Agreement, the breaching party will have thirty (30) business days in which to cure the breach. If the breaching party has not cured the breach, the non-breaching party may terminate this Agreement, in addition to pursuing all other legal remedies. The provisions of this Agreement which protect the proprietary rights of Ovid and Information Providers will continue in force after termination. Any termination, whether or not for breach, will not affect any right, obligation or liability of a party arising prior to termination of the Agreement.
13. **ENTIRE AGREEMENT.** This Agreement and other written amendments signed by authorized representatives of Ovid and/or Information Providers and Subscriber constitute the entire agreement of the Parties. This Agreement may not be modified or amended except by written consent of the Parties.
14. **NOTICES.** All notices, consents or other communications referred to herein will be in writing and will be conveyed to the other party by First Class Mail at the appropriate addresses indicated in Schedule A by the Parties. Service of such notice, consent or other communication hereunder will be effective on the fifth day after the day of mailing. Electronic notices are acceptable if they are followed by a written notice delivered by First Class mail.
15. **FORCE MAJEURE.** Ovid will not be liable for any delay, failure in performance or interruption of service due to any unforeseen circumstances or circumstances beyond its control, including, without limitation, war, strikes, civil disturbances and Acts of God.
16. **SEVERABILITY.** If a term or condition of this Agreement is found by a court or administrative agency to be unenforceable, the remaining terms and conditions will remain in full force and effect.
17. **GOVERNING LAW.** This Agreement will be governed by the laws of the State of California, without giving effect to the principles of conflict of law thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed this 11th day of January, 2002 and hereby represent and warrant that their respective signatory below has been and is, on the date of this Agreement, duly authorized by all necessary corporate action to execute this Agreement.

OVID TECHNOLOGIES, INC.

[Text Deleted]

By: _____

[Text Deleted]

Name: _____

Title: CEO

Date: 5 FEB 02

SUBSCRIBER NAME:

[Text Deleted]

By: _____

Name: _____

[Text Deleted]

Title: Director, Shared Content

Date: 1/11/02

Schedule A: Account Information

Ship To:

Attention: [Text Deleted]

Institution: University of California Office of
the President
California Digital Library

Address: 415 20th Street
4th Floor

City: Oakland

State/Province: CA

Zip/Postal Code: 94612

Country: USA

Telephone: [Text Deleted]

Fax: (510) 853-5212

Email: [Text Deleted]

Bill To:

Attention: [Text Deleted]

Institution: California Digital Library
Acquisitions
University of California

Address: Geisel Library
9500 Gilman Drive, Dept 0175A

City: La Jolla

State/Province: CA

Zip/Postal Code: 92093-0175

Country: USA

Telephone: [Text Deleted]

Fax: 858-534-1256

Email: [Text Deleted]

System Administrator: [Text Deleted]

Title: Programmer Analyst

☐ Update S/T different than initial S/T?

Phone: [Text Deleted]

Email: [Text Deleted]

☐ Distributor? (attach additional sheet)

Customer #:

Account Type: ☐ Single Site ☒ Consortia

Customer: ☐ Existing ☒ New

Market: ☐ Academic/Medical ☐ Corporate

Tax Status: ☐ Non-exempt ☒ Exempt: _____

Site #:

☐ Multi-site

☐ Government

For internal Ovid use only

The following additional forms apply to this order:

- ☒ Schedule B: Database/Software Subscription Pricing
- ☐ Schedule C: Journals@Ovid/Books@Ovid Itemized Listing
- ☒ Schedule D: Authorized Site/Member Libraries
- ☒ Schedule E: Authentication
- ☒ Schedule F: Account Preferences
- ☐ Schedule G: APA License Agreement
- ☒ Schedule H: ISI License Agreement
- ☒ Schedule I: Business and Initial Contract Terms (2001-2004)

Sales Rep: [Text Deleted]

Schedule B: Product/Software Subscription Pricing

Ramp up Period through 12/30/2001. Unlimited access to:

[Text Deleted]

Ovid Online Access
Biosis Previews
INSPEC
MLA International Bibliography
Ei Compendex Plus
Current Contents

Ovid Online Access Year 2002:

[Text Deleted]

Ovid will provide unlimited access to the Ovid Online system and to the Products listed in Phase 1 of this Agreement in 2002, at the rate of [Text Deleted] provided that Ovid runs in parallel with the existing CDL systems in 2002.

Ovid Online Access Year 2003:

[Text Deleted]

Ovid will provide unlimited access to the Ovid Online system and to the Products listed in Phase 1 of this Agreement in 2003, at the rate of [Text Deleted] (this price is reduced from [Text Deleted] price quote dated August 10, 2001). The renewal price in 2004 is tied to an analysis of consistent use of the Ovid Online system through 2003.

Ovid will renew the unlimited license in 2004 (Year 3) at the rate of [Text Deleted] if the usage does not exceed [Text Deleted] simultaneous users on a consistent basis more than [Text Deleted] of the time.

Should the statistics prove that usage is exceeding [Text Deleted] simultaneous users more than [Text Deleted] of the time, both Parties agree to negotiate a mutually satisfactory increase over 2003 prices for access to the Ovid system for 2004. "Consistently" for this clause shall be defined as more than [Text Deleted] of the monitored time.

Ovid Online Access Year 2004:

[Text Deleted]

*Please refer conditions outlined above.

Ovid Databases:

Biosis Previews

- Unlimited users, updated weekly
- 1985 to present
- Includes Lawrence Livermore and Lawrence Berkeley Labs
- Ovid backfile fee for loading back files from 1985-2001

[Text Deleted]

Biosis Previews 2002 (multi-year agreement)

[Text Deleted]

Data and Networking Fee [Text Deleted]
Ovid loader fee

Biosis Previews 2003 (multi-year agreement)

[Text Deleted]

Data and Networking Fee [Text Deleted]
Ovid loader fee

Biosis Previews 2004 (multi-year agreement) [Text Deleted]
Data and Networking Fee [Text Deleted]
Ovid loader fee

Biosis Previews 1970-1984

- One time fee

Current Contents All Editions

- Unlimited users, updated weekly
- 1993 to present, growing file
- ISI applies an additional data fee to run Ovid and Melvyl in parallel in 2002.
- Includes Lawrence Berkeley and Lawrence Livermore National Laboratories.

Current Contents 2002 (one year option) [Text Deleted]
Data fee [Text Deleted]
Dual access fee
Ovid loader fee
Less credits

Ei Compendex Plus Ovid Loader

- Unlimited users, updated monthly
 - 1970 to present.
- Ovid is willing to offer a year [Text Deleted] up on the
Ei Compendex Plus Ovid Loader for renewal years 2003 and 2004.

INSPEC (2002)

Data Fee [Text Deleted]
Loader Fee

- Unlimited users, updated weekly
 - 1969 to present
 - Includes Lawrence Livermore and Lawrence Berkeley Labs
- Ovid is willing to offer a year [Text Deleted] on INSPEC
for renewal years 2003 and 2004.

MLA International Bibliography (2002)

Data Fee [Text Deleted]
Loader Fee

- Unlimited users
 - 1963 to present
 - Updated 10 times per year [Text Deleted]
- Ovid is willing to offer a year [Text Deleted] on MLA
for renewal years 2003 and 2004.

Configuration and pricing agreed to by Subscriber:

[Text Deleted]

[Text Deleted]

Signature

Name (please print)

Director, Shared Content

10/23/01

Title

Date

Schedule D: Authorized Sites/Member Libraries

Primary Site: California Digital Library (Site Code M) **Attach additional sheet if necessary

Site Code	Institution/Site	Address	Contact
A	University of California – Berkeley		
B	University of California - Davis		
C	University of California - Irvine		
D	University of California – Los Angeles		
E	University of California – Merced		
F	University of California - Riverside		
G	University of California – San Diego		
H	University of California – San Francisco		
I	University of California – Santa Barbara		
J	University of California – Santa Cruz		
K	Lawrence Livermore Labs (Access, Biosis, Current Contents & INSPEC only)		
L	Lawrence Berkeley Labs (Access, Biosis, Current Contents & INSPEC only)		
M	University of California – Office of the President		

Schedule E: Authentication

UC Berkeley
[Text Deleted]

[Text Deleted]

UC Davis
[Text Deleted]

[Text Deleted]

UC Irvine
[Text Deleted]

UC Los Angeles
[Text Deleted]

[Text Deleted]

UC Riverside
[Text Deleted]

UC San Francisco
[Text Deleted]

[Text Deleted]

UC Santa Barbara
[Text Deleted]

UC Santa Cruz
[Text Deleted]

UC San Diego
[Text Deleted]

[Text Deleted]

UC OP - California Digital Library
[Text Deleted]

[Text Deleted]

Lawrence Berkeley Lab
[Text Deleted]

[Text Deleted]

Lawrence Livermore Lab
[Text Deleted]

Schedule F: Account Preferences

Change only those preferences which differ from the default settings; it will be understood that unless there are changes, the default settings are accepted.

[illegible]

Schedule H: ISI Lease Agreement Notification

Institution: California Digital Library, University of California

Current Contents

Access Terms & Conditions

All customers who subscribe to ISI's Current Contents via Ovid must sign a separate subscription agreement with ISI.

Ovid cannot enable access to Current Contents until ISI has informed Ovid, in writing, that they have received a fully executed agreement from the customer.

CDL has a license agreement in place with ISI for access to Current Contents.

Cancellation Policy

The ISI Cancellation/Termination procedure is outlined in the customer's ISI subscription agreement.

Customers must inform both ISI and Ovid should they wish to cancel their subscription to Current Contents.

When Ovid is made aware of a Current Contents cancellation, it will make best efforts to ensure that ISI is notified but cannot guarantee that it will do so. If, for whatever reason, ISI is not informed of a cancellation, it will not be registered and an invoice will be issued by ISI.

Schedule I: Business and Initial Contract Terms (2001-2004)

1. **Database coverage.** Ovid will provide access to the following databases and their back files with loading schedules as indicated.

Database	Years of Coverage	Loading Schedule
BIOSIS	1970-present	weekly
Current Contents	1993-present	weekly
Compendex Plus	1970-present	monthly
INSPEC	1969-present	weekly
MLA Bibliography	1963-present	10 times/year

2. **Ovid loader fees.** The Ovid loader fee is determined as a percentage of the data fee charged by the information provider. This percentage will not change over the life of the contract. The agreed to percentage [Text Deleted] Biosis and [Text Deleted] for Current Contents, INSPEC, Compendex Plus, and MLA Bibliography. [Text Deleted]
3. **Annual increases.** Annual increases for Ei Compendex Plus, MLA, and INSPEC will have a : for renewal years 2003 and 2004.
4. **Usage measurement.** Usage will be measured on the hour from January 1, 2003 to June 30, 2003 and then again from July 1, 2003 to December 31, 2003 for the hours from 8AM to 8PM Pacific Time.
5. **Compendex Plus subscription stipulation.** The CDL will access Ei Compendex Plus on the Ovid system, but will pay the data fee directly to Engineering Information. The Ovid loader fee will be charged a [Text Deleted] of the data fee.
6. **Current Contents term stipulation.** The CDL will subscribe to Current Contents on an annual basis.
7. **Medline as an add-on database.** Campuses may subscribe individually to Medline. (The CDL will not be funding the Medline subscription.) For participating campuses, use statistics will not be considered in the 550 simultaneous users that trigger a renegotiation of the access fee for 2004.
8. **Alert (update) service.** Ovid is committed to providing production-level user self-registration for its alert (update) service. This functionality is targeted for August 2002 release. CDL may begin accessing pre-production versions of this functionality, which is targeted for availability in July.