

## SPRINGER E-BOOK AGREEMENT

between

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(hereafter called "Licensee")

and

Springer Science+Business Media, LLC 233 Spring Street New York, New York 10013-1578 USA

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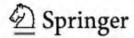
This agreement (this "Agreement") is made effective as of February 1, 2009, (the "Effective Date") between Licensee and Springer.

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

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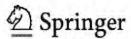
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"Term" is defined in Section 5.1.

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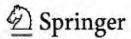
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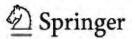
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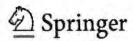
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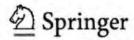
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- 2.4 Springer will offer Authorized User support and helpdesk access via online FAQ (Frequently Asked Questions), telephone, fax and e-mail in New York during official office hours (9:00 am to 5:00 pm EST).



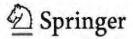


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### SECTION 4. SECURITY AND REPORTING

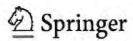
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- 5.1 The Term of this Agreement shall commence on the Effective Date and shall expire at the end of the last copyright year specified on Attachment 1. This Agreement may be extended for additional term(s) upon mutual agreement of Springer and Licensee by amendment of this Agreement to reflect the new term and applicable license fee.
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- 6.1 In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Springer believes that Licensee has exceeded the scope of this Agreement, such party shall so notify the breaching party. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) day period, the non-breaching party shall have the right to terminate this Agreement without further notice.
- 6.2 Upon termination of this Agreement by Springer for cause, the obligations of Springer under Section 1 shall be terminated and Springer shall have no further obligations to Licensee.

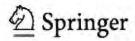
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The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate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

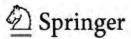
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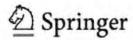
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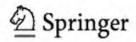
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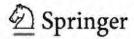
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Attachment 3: Description of the Springer Content



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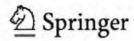
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Phone: Fax:

Billing Contact: [Text deleted] Acquisitions Coordinator

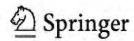
Address: Geisel Lib., Univ. of California, 9500 Gilman #0175A, La Jolla, CA 92093-0175

Email: [Text deleted]

Phone: [Text Fax: Text

### **Participating Campuses**

University of California, Berkeley University of California, Davis University of California, Irvine University of California, Los Angeles University of California, Merced University of California, Riverside University of California, San Diego University of California, San Francisco University of California, Santa Barbara University of California, Santa Cruz University of California Office of the President



# University of California IP Addresses by Campus

UC Berkeley Address: 250 Moffitt Library

Technical Services Dept. MC 6000

Berkeley, CA 94720

Contact Person: [Text IP Addresses: [Text deleted]

**UC Davis** 

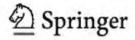
Address: 100 NW Quad

University of California, Davis Davis, CA 95616-5292

Email: license@mail.lib.ucdavis.edu

IP Addresses:[Text deleted]





**UC Irvine** 

Address: Science Library/Acquisitions

PO Box 19556

Irvine, CA 92323-9556

Contact Person: [Text deleted] IP Addresses [Text deleted]

**UC Los Angeles** 

Address: 12-077 Center for the Health Sciences

Box 951798

Los Angeles CA 90095-1798

Contact Person: [Text deleted] IP Addresses: [Text deleted]

**UC Merced** 

Address: 5200 North Lake Road

Merced, CA 95343

Santa Barbara, CA 93106

Contact Person: [Text deleted]

IP Addres:[Text deleted]

**UC Riverside** 

Address: University Library

Technical Services/Acquisitions

P.O. Box 5900

Rive Text deleted

Contact Perso

IP addresses:

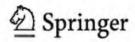
**UC San Francisco** 

Address: 530 Parnassus Avenue

University of California

San Francisco, CA 94143-0840 Contact Pers Text deleted

IP Addresses



**UC Santa Barbara** 

Address: Davidson Library

Santa Barbara, CA 93106

Contact Person: [Text deleted]

IP Addresses: [Text deleted]

**UC Santa Cruz** 

Address: Serials Unit, University Library

University of California, Santa Cruz, CA 95064

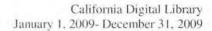
Contact Person: [Text deleted] IP Addresses: [Text deleted]

**UC San Diego** 

Address: Geisel Library - Electronic Resources

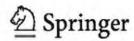
9500 Gilman Drive 0175A La Jolla, CA 92093-0175

Contact Person: [Text deleted]
IP Addresses: [Text deleted]





UC Office of the President - California Digital Library Address: 1111 Franklin St., Oakland, CA 94607-5200 IP Addresses: [Text \* [Text deleted]



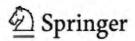
# ATTACHMENT 3: Description of the Springer Content

# A.3.1. Expected eBook Package Titles

The expected electronic (online) editions of Springer eBook Package and the content therein, listed below:

| Springer eBook Collection Offer              | 2009<br>Qty Planned |
|--|---------------------|
| Architecture, Design & Arts Collection       | 30                  |
| Behavioral Science Collection                | 40                  |
| Biomedical & Life ScienceCollection          | 330                 |
| Business & Economics Collection              | 205                 |
| Chemistry & Material Science Collection      | 180                 |
| Computer Science Collection                  | 725                 |
| Earth & Environmental Science Collection     | 155                 |
| Engineering Collection                       | 395                 |
| Humanities, Social Science, & Law Collection | 255                 |
| Mathematics Collection                       | 350                 |
| Medicine Collection                          | 295                 |
| Physics & Astronomy Collection               | 250                 |
| Professional Computing and Web Design        | 160                 |
| <b>Entire Collection of Springer Ebooks</b>  | 3,370               |

Final title lists will be amended to Attachment 3 as the copyright year publication program is completed.



### A.3.2. EBook Package Definitions

A full eBook Package consists of electronic versions of all print books available in the thirteen online libraries maintained by Springer on SpringerLink. A partial eBook Package consists of one or more of the thirteen online libraries maintained by Licensee on SpringerLink. Online libraries are identified by the thirteen main subject areas published in a particular copyright year.

# A.3.3. Imprints Included

The following Springer Imprints are included in this Agreement:

Imprints included, but not limited to:

Apress

Birkhauser

Copernicus Books

Humana Press

Physica-Verlag

Plenum US

Praxis

Springer

Springer-Verlag

Steinkopff

**TELOS** 

## A.3.4. Imprints Not Included

The following Springer Imprints are not included in this Agreement:

American Institute of Physics (AIP)

August Media (became bankrupt, no print distribution anymore)

Avedition

**BIOS Scientific Publishers** 

Bladon Medical Publishing

Cornell AAP Publications

Edizioni della Normale

**GWVVieweg** 

Horizon Press

Intercept

Key College Publishing

Key Curriculum Press

Lars Müller

Lavoisier

Nexus

Princeton Architectural Press

Pyramyd

Royal Society of Chemistry

Spektrum Akademischer Verlag

Urban & Vogel

Current Medicine Group

American Association of Pharmaceutical Scientists

Hyphen Press