

**KNOVEL CORPORATION
SUBSCRIPTION LICENSE AGREEMENT**

1. PARTIES AND ADDRESSES

This Service License Agreement (the "Agreement") is effective January 3, 2012 ("Effective Date"), and is entered into by and between:

California Digital Libraries, with its principal offices at 230 Science Library, P.O. Box 19557, Irvine, California, 92623, USA ("Subscriber"); and

Knovel Corporation, a Delaware corporation with its principal place of business at 13 Eaton Avenue, Norwich, New York, 13815, USA ("Knovel")

2. TERMS. The following definitions, commercial terms and conditions are incorporated herein by reference:

Definitions are found in **Appendix A**; Description of Licensed Product, Service Start Date and End Date and Fees are found in **Appendix B** and will be updated upon each renewal, and Authorized Sites and Contact Information are found in **Appendix C**.

3. SCOPE OF SERVICE LICENSE AGREEMENT

3.1 License Grant. Knovel hereby grants to Subscriber and its Authorized Users, as defined in Section 3.3, the following revocable, non-transferable, limited, non-exclusive right and license to access the Knovel Service, as defined in Appendix A, with respect to the products identified in Appendix B (the "Licensed Products") for educational purposes. The forgoing rights include the rights to search, view and browse the Licensed Products. Subject to Section 3.2 below Knovel recommends that Subscriber's Authorized Users limit printing or downloading activity to Limited Selections. Any printed or downloaded copies of Licensed Products are to be used for internal, educational purposes only and may not be sold, distributed or transferred to a third party. Materials printed or saved from Licensed Product may not, under any circumstances, be sold in any form.

3.2 All use of materials printed, downloaded or saved from the Licensed Product may be subject to U.S. or applicable international copyright laws. Uses beyond those permitted here and allowed by the "Fair Use" limitations of the U.S. Copyright Act of 1976 (17 U.S.C. § 107) require permission of the copyright holder of the applicable content. All use of materials printed, downloaded or saved from the Licensed Product are subject to the Usage Restrictions outlined in Section 5.1 of this Agreement.

3.3 Authorized Users.

3.3.1 Authorized Users include Subscriber's employees including faculty members (including temporary or exchange faculty for the duration of their assignment); matriculated and non-matriculated students; registered distance learning students who are permitted to access the Secure Network from within the premises of the Subscriber and from such other places where Authorized users work or study, including without limitation halls of residence and homes of Authorized Users and who have been issued by the Subscriber with a password or other authentication.

3.3.2 Subscriber's unaffiliated, walk-in library patrons ("Walk-In Users") may be granted access to the Knovel Service and Licensed Products only if such persons access the Knovel Service on site at one of the Subscriber's libraries.

3.3.3 Subject to Section 4.6, Subscriber acknowledges that all Authorized Users and Walk-In Users are subject to Knovel's Terms and Conditions, which are posted at <http://why.knovel.com/general/terms-a-conditions.html> ("User T&Cs"). Should the terms of the User T&Cs conflict with the terms of this Agreement, the terms of this Agreement will govern.

3.4 Access. Knovel will provide electronic links to the Licensed Product for use from Subscriber's website.

4. REPRESENTATIONS AND WARRANTIES

4.1 Knovel warrants that the Knovel Service and the Licensed Products will substantially conform to Knovel's product descriptions when used for their intended purposes. Knovel further warrants that use of the Licensed Products, when used by Subscriber according to the terms and conditions herein, will not infringe upon the intellectual property rights of third parties. Knovel agrees to indemnify defend, and hold Subscriber (and its directors, officers, shareholders, employees and agents) harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities in the event such a claim of infringement is made. Knovel shall not admit fault on part of Subscriber, or settle any such claim(s) in any manner affecting Subscriber's rights without Subscriber's prior written consent.

4.2 To the best of Knovel's knowledge and ability, the Knovel Service shall not contain any "viruses," "time bombs," "Trojan horses," or any unauthorized third-party disabling devices (collectively, "Disabling Devices"). Should Knovel identify or discover any such Disabling Devices on the Knovel Service, Knovel shall use reasonable efforts to remedy and/or remove any Disabling Devices as soon as is reasonably possible.

4.3 Although Knovel believes all content in the Licensed Products is reliable, Knovel does not warrant or guarantee the timeliness, sequence, accuracy or completeness of the content. Knovel does not warrant that the content will be error-free or trouble-free.

4.4 Knovel (at its sole discretion) will use reasonable efforts to ensure the Knovel Service is accessible on a 24-hour per day, 7-day per week basis, subject to downtime for maintenance purposes. There can be no assurances, however, that access will be available at all times, or on an uninterrupted basis.

4.5 EXCEPT AS EXPLICITLY SET FORTH HEREIN, KNOVEL AND ITS LICENSORS PROVIDE THE LICENSED PRODUCTS AND THE CONTENT FOUND THEREIN, RESPECTIVELY, ON AN 'AS IS' BASIS WITHOUT WARRANTY OR GUARANTEE, OF ANY KIND, EITHER EXPRESSED OR IMPLIED AND KNOVEL AND ITS LICENSORS DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. IN NO EVENT SHALL KNOVEL BE LIABLE FOR: INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF DATA, BUSINESS INTERRUPTION, OR LOSS OF PROFITS, ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE KNOVEL SERVICE OR THE LICENSED PRODUCTS. WITH THE EXCEPTION OF A BREACH IN SECTION 4.1, IN ALL EVENTS, THE AGGREGATE LIABILITY OF KNOVEL HEREUNDER FOR ALL CLAIMS AND DAMAGES WILL NOT EXCEED THE AMOUNTS RECEIVED BY KNOVEL HEREUNDER DURING THE SUBSCRIBER'S THEN-CURRENT TERM OF SERVICE.

4.6 **Subscriber Warranties.** Subscriber agrees and acknowledges that, to the best of its ability: (i) it shall implement reasonable procedures to restrict access to the Licensed Products to Authorized Users; (ii) it shall not knowingly permit anyone other than Authorized Users to use the Licensed Products; and (iii) it shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Products is granted under this Agreement. Subscriber shall not be held liable for the action of individual users who act without Subscriber's knowledge or consent. Subscriber further represents and warrants that it has entered into this Agreement to obtain products or services for its own account and use and not on behalf of any other person or entity.

4.7 **Misuse.** Subscriber recognizes that the following are important Subscriber obligations: (i) to utilize the Licensed Product for its intended purpose; and (ii) to undertake reasonable efforts to limit access to, and use of, the Licensed Products to Authorized Users. Subscriber will take reasonable measures to detect misuse of the Licensed Products, notify Knovel of such misuse, and take corrective actions, or take such action upon request from Knovel. Knovel, in its sole discretion, may perform site usage monitoring and take action deemed necessary, including but not limited to suspending IP-specific or account access, if required to maintain service integrity for all Knovel Subscribers.

4.8 **Survival of Warranties.** The foregoing representations and warranties shall survive for the Term of this Agreement (unless otherwise noted).

5. USAGE RESTRICTIONS AND PROHIBITED BEHAVIOR

5.1 **Usage Restrictions.** Authorized Users may not systematically download digital books in their entirety with the intention of creating a personal library ("Systematic Retention"). Except as expressly permitted in this Agreement, no part of the Knovel Service or the Licensed Products may be used (directly or indirectly) for any of the following purposes:

- sub-licensing Subscriber's license to the Licensed Products in any manner including in connection with fee-for-service use;
- Commercial Use, as defined in Appendix A;
- sharing or storing on file hosting sites (whether Subscriber or nonsubscriber sites) or non-Subscriber servers;
- Systematic Reproduction, as defined in Appendix A;
- Substantial Reproduction, Retention, or Distribution, as defined in Appendix A.

5.2 **Copyright Notices / Proper Citations.** Copyright notices, other notices, or disclaimers included in the Licensed Products may not be removed, obscured, or modified in any way. Any use of Limited Selections from Knovel's Licensed Product must include the proper bibliographic citation, including author attribution, full title of the work from which the Limited Selection is taken, publisher, and the copyright date.

5.3 **Derivative Works / Alterations.** Subscriber acknowledges that it and its Authorized Users may not post, modify or create a derivative work of content obtained from the Knovel Service without prior, express written consent from the copyright holder of content.

5.4 **Plagiarism.** Subscriber acknowledges that it and its Authorized Users may not misuse the Knovel Service to plagiarize or represent the work of others as their own.

5.5 Prohibited Behavior. Subscriber acknowledges that it and its Authorized Users may not use the Knovel Service or any of its features for any unlawful purposes or to facilitate or encourage any unlawful act. Authorized Users may not upload, post, transmit or otherwise disseminate on or via the Knovel Service any of the following: (i) any material that is threatening, abusive, defamatory, vulgar, obscene, profane, or otherwise objectionable or unlawful; (ii) any materials protected by copyright, trademark, or other proprietary right without a valid license or other right to do so; (iii) any advertisement, solicitation, spam or similar type of information; (iv) any private, personally identifiable information regarding others. Any other use, including the reproduction, modification, distribution, transmission, republication, rehosting, tampering, framing, or embedding of the Knovel Service, or any Commercial Use whatsoever of the Knovel Service and/or the Licensed Product, is strictly prohibited without Knovel's prior written consent.

5.6 Reverse Engineering/Decompilation. Neither Subscriber nor its Authorized Users may reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter any executable code, contents, or tools downloaded from or made available through the Knovel Service. Neither Subscriber nor its Authorized Users may use programs, scripts, code or other available methods to download or view multiple pages of content on the Knovel Service in an automated fashion. Neither Subscriber nor its Authorized Users may use robot, spider, scraper, or other automated means to access the Knovel Service for any purpose or bypass any measures Knovel may use to prevent or restrict access to the Knovel Service.

5.7 Subscriber acknowledges that Authorized Users may not, under any circumstances, index the Knovel Service, the Licensed Product(s), or the Knovel site (www.knovel.com) by any means, whether now known or hereinafter invented. The Subscriber may, on behalf of its Authorized Users, index the content on the Knovel Service only with prior written approval from Knovel. Knovel may, at its own discretion, deny requests for indexing.

5.8 Course Packs and e-Reserves. Subscriber and its Authorized Users may not incorporate all or any part of the material contained in the Licensed Product in course packs or electronic reserve collections without the prior written permission of the Publisher, who may set out further terms and conditions for such usage. Notwithstanding the foregoing, inclusion of links to the Licensed Product in electronic course packs or electronic reserve systems, whereby the Authorized User is linked directly to the Licensed Product, is allowed.

5.9 Interlibrary Loans. Subscriber and its Authorized Users may not, under any circumstances, provide by electronic or analog means, to a user at another library, a copy of any part of the Licensed Materials for research or private study or otherwise. For avoidance of doubt, this Agreement does not permit interlibrary loans or document delivery.

5.10 Allowed: Electronic Links. Subscriber may provide electronic links to the Licensed Product from Subscriber's web page(s) and course management systems.

6. INTELLECTUAL PROPERTY RIGHTS

Subscriber acknowledges that all rights save for the limited and non-exclusive license(s) or other privileges granted under this Agreement are reserved to and remain the exclusive property of Knovel or its licensors, and nothing in this Agreement shall transfer any rights to Subscriber. The Knovel Service and all tools, features and content therein are protected by copyrights, moral rights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws, in the United States and internationally. Knovel reserves the right at any time to withdraw third-party content from the Licensed Products for which Knovel no longer has rights to publish, or which Knovel has reasonable ground to believe infringes copyright or is unlawful or otherwise objectionable. Knovel will make reasonable efforts to substitute comparable content in such situations. Subscriber acknowledges that the Licensed Products contain valuable and proprietary data and information, and that the unauthorized distribution of such material could materially harm the business and prospects of Knovel or its licensors.

7. TERM AND TERMINATION

7.1 Term. The Service Period covered by this Agreement is specified in Appendix B. This Agreement will renew for one year at the Service End Date and each anniversary date thereafter unless the parties negotiate a new term of license, or either party gives written Notice, as per section 8.5, of non-renewal to the other party at least ninety (90) days prior to any such anniversary date (the initial term and such renewal, collectively, the "Term").

7.2 Service Activation. Subscriber and its Authorized Users will gain access to the Licensed Product as of the Service Start Date. Late payment may result in a temporary suspension of access, or termination of access at Knovel's discretion.

7.3 Should either party commit a material breach of its obligations hereunder, or should any of the representations of either party in this Agreement prove to be untrue in any material respect, the other party may, at its option, terminate this Agreement upon thirty (30) days' written notice of termination, which notice shall identify and describe the basis for such termination. If, prior to expiration of such 30-day period, the defaulting party cures such default, termination shall not take place. Notwithstanding the foregoing, Knovel reserves the right to terminate this Agreement if Subscriber routinely violates Knovel's security principles or the intellectual property rights of Knovel or a third party, if Subscriber fails to commence corrective action within ten (10)-business days after receipt of written notice from Knovel of the violation.

7.4 Either party may, at its option and without notice, terminate this Agreement, effective immediately, should the other party: (1) make a general assignment for the benefit of creditors; (2) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (3) be adjudicated by a court of competent jurisdiction as

being bankrupt or insolvent; (4) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (5) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.

7.5 Payment Terms. Knovel's standard payment terms are Net 30 days. Knovel does not issue refunds. All invoice or payment inquiries should be directed to our Norwich Accounting office, located at: 13 Eaton Avenue, Norwich, NY 13815

8. GENERAL

8.1 Severability. If any provision of this Agreement is found invalid or unenforceable, the remaining provisions will be given effect as if the invalid or unenforceable provision were not a part of this Agreement.

8.2 Assignment. Subscriber may not assign this Agreement without the written consent of Knovel, which Knovel may withhold in its sole discretion. No assignment shall relieve Subscriber of its obligations under this Agreement. Any prohibited assignment is void. Any merger, consolidation or change of ownership of a controlling voting interest in Subscriber shall be considered to effect an assignment for purposes of this paragraph.

8.3 Amendments; Waiver. This Agreement may not be amended except in writing signed by the authorized representatives of both parties. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party sought to be changed therewith. The failure of either party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

8.4 Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, labor difficulty, sabotage, failure of suppliers or subcontractors or unavailability of material or supplies or any other cause beyond the control of such party.

8.5 Notices. All notices under this Agreement shall be delivered personally, by first-class mail (return receipt requested), by reputable courier service, or by facsimile message with confirmation by first-class mail or courier service, to the addresses of the respective parties as set forth by their signatures below or to such other address as the party may hereafter specify by written notice so given. Notices shall be effective upon receipt at the location of the specified address.

8.6 Entire Agreement; Counterparts. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements and understandings between the parties, whether oral or written, relating to such subject matter. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any facsimile or digital/electronic transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any facsimile or digital/electronic transmission (including PDF and email) of any signature of a party shall be deemed an original and shall bind such party.

[TO FOLLOW IS SIGNATORY PAGE]

9. ACCEPTANCE AND AGREEMENT

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement including Appendices A, B, and C to be executed by its duly authorized representative on the respective dates entered below.

CALIFORNIA DIGITAL LIBRARIES
("Subscriber")

Signed: [Signature]
Name: [Redacted]
Title: ALL for Collections, UCL Libraries
Date: 02/14/12

KNOVEL CORPORATION
("Knovel")

Signed:
Name:
Title:
Date:

ALL NOTICES

ALL NOTICES

Knovel Corporation
ATTN: CONTRACTS DEPT
489 5th Avenue, 9th Floor
New York, NY 10017
Fax: 212.297.0807

PAYMENT INFORMATION:

Knovel Corporation
ATTN: ACCOUNTS RECEIVABLES
13 Eaton Avenue
Norwich, NY 13815

APPENDIX A: DEFINITIONS

"Commercial Use," shall be defined as external use of the Knovel Service or Licensed Products for the purposes of financial gain or monetary reward (whether by or for the Subscriber or an "Authorized User" as described in Section 3.3, by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Product. Commercial Use is expressly prohibited in this Agreement.

"Educational Purposes," shall be defined as use for instruction, teaching, study and/or research. Authorized or Walk-In-Users may print and/or save Limited Selections only for non-commercial use and educational purposes, such as academic assignments or personal research. Authorized or Walk-In-Users may not post, modify or create a derivative work of the Licensed Content stored on Knovel, without prior, express written permission from the copyright holder of the Content.

"Intellectual Property Rights," shall be defined as patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

"Knovel Service," as of the effective date of this Agreement, shall be defined as a web-based information search and retrieval service operated by Knovel. The Knovel Service is subject to change at Knovel's sole discretion. The Knovel Service provides direct or indirect (via third party systems) access to information and related services by a variety of means, including but not limited to online access via an Internet site located at www.Knovel.com. The content contained in the Knovel Service includes but is not limited to, Licensed Products, engineering cases, technical papers, data, and functionality tools.

"Limited Selections," means up to 25 pages or 10% of the substantive portion (i.e., all pages excluding indexes, table of contents, appendices, etc.) from one book, whichever represents the smaller quantity. Authorized Users may print and/or save Limited Selections only as they relates to *internal* research, educational, or work purposes. In all events, Authorized Users must abide by U.S. or applicable copyright laws and utilize the Knovel Service as intended, namely for internal research, educational or work purposes.

"Service Start Date" and "Service End Date" shall be defined as the first and last day, respectively, in which the Licensed Product is accessible to the Subscriber.

"Service Period," shall be defined as the span of time in which a Subscriber has access to the Licensed Product.

"Substantial or Systematic" reproduction, distribution, or retention shall mean the reproduction, distribution, or retention of materials printed, downloaded or saved from the Knovel Service in such aggregate quantities as to substitute for access to the Knovel Service.

APPENDIX B: DESCRIPTION OF SUBSCRIPTION, TERMS AND FEES

Below is a complete description of the Licensed Product:

Knovel Subject Areas ("SA")

Adhesives, Coatings, Sealants & Inks	Industrial Engineering & Operations Management
Aerospace & Radar Technology	Mechanics & Mechanical Engineering
Biochemistry, Biology & Biotechnology	Metals & Metallurgy
Ceramics & Ceramic Engineering	Nanotechnology
Chemistry & Chemical Engineering	Oil & Gas Engineering
Civil Engineering & Construction Materials	Optics & Photonics
Computer Hardware Engineering	Pharmaceuticals, Cosmetics & Toiletries
Earth Sciences	Plastics & Rubber
Electrical & Power Engineering	Process Design, Control & Automation
Electronics & Semiconductors	Safety & Industrial Hygiene
Environment & Environmental Engineering	Sustainable Energy & Development
Food Science	Textiles
General Engineering & Engineering Management	Transportation Engineering

Premium Content

AICHE/CCPS - Center for Chemical Process Safety	Patty's Toxicology
ASME Boiler & Pressure Vessel Code 2002-2007, Section II	Sax's Dangerous Properties of Industrial Materials (11th Edition) Vol. 1-3
DIPPR 801	

In consideration of the license granted and the obligations required of the Subscriber hereunder, Subscriber agrees to pay the fees noted below. This License is non-transferable.

Account Type:	Academic
Service Start Date:	January 1, 2012
Service End Date:	December 31, 2012
Band Number:	Band 5 (7001+ Relevant FTE)

Service and Subscription Fees, exclusive of applicable taxes

Total Fee: ██████████

Special Terms and Conditions

Complimentary Access to certain ASM Bundles. Knovel will grant complimentary access to its version of the following product(s) via Knovel only if all the following conditions are met: (i) Subscriber currently licenses the ASM product directly from ASM International; and (ii) Subscriber licensed said product from ASM International prior to March 1, 2010; and (iii) Subscriber is an active Knovel Subscriber in good standing; and (iv) Knovel is allowed by ASM International to offer certain ASM content through the Knovel Service. Complimentary access will be granted to Knovel's equivalent of: ASM International Handbooks Online ("ASM HBO"). Customer acknowledges that Knovel's version of this product may not contain all titles included in the ASM International offering as Knovel may not have the rights to offer all titles contained therein on the Knovel Service.

APPENDIX C: SITE INFORMATION / CONTACT INFORMATION

Name of Subscriber Institution/Company: CALIFORNIA DIGITAL LIBRARIES (CDL), as named below:

Campus Names & Address & IP Addresses

All Satellite Campus & IP Addresses, including international sites.

* ONLY SITES & IP RANGES LISTED BELOW WILL HAVE ACCESS TO THE LICENSED PRODUCT.

- Berkeley
- Irvine
- Los Angeles
- Merced
- Riverside
- San Diego
- Santa Barbara

Primary Account Contact in receipt of monthly reports

Contact Name: [REDACTED]
Job Title: Research Librarian for Chemistry, Earth System Science, and Russian Studies
Phone: [REDACTED]
Fax: [REDACTED]
E-mail: [REDACTED]
Address: 230 Science Library, P.O. Box 19557
City: Irvine
State/Province: CA
Postal Code: 92623-9732
Country: USA
Company Website: <http://www.cdlib.org>

Secondary Contact for renewal info

[REDACTED]
Head of E Resources & Serials, UCI Libraries

[REDACTED]
*PO Box 19557
Irvine CA 92623-9557*