

Therapeutic Research Center, LLC License Agreement

NATURAL MEDICINES
COMPREHENSIVE DATABASE
PROFESSIONAL VERSION



Natural Standard

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| Term period: | November 1st, 2013 - October 31st, 2014 |
| Licensor: | Therapeutic Research Center LLC, a Delaware Corporation 3120 W. March Lane, Stockton, CA 95219 |
| Licensee: | University of California |
| Content: | Natural Standard Professional Database NaturalStandard.com Natural Medicines Comprehensive Database NaturalDatabase.com |
| Fee: | [Text deleted] |

- Content:** In return for the payment specified above and subject to the other terms and conditions of this Agreement, we hereby grant to you a limited, non-exclusive, non-transferable license to (i) access and display on selected computer monitors as specified in Schedule A content currently from www.NaturalDatabase.com and www.NaturalStandard.com which will be combined into a new resource as yet unnamed that is an amalgamation of both, (the "Database(s)"); (ii) download to hard copy reasonable, limited, discrete portions of the Database(s), including for inclusion in patient charts and/or records; and (iii) download to hard copy single copies of Patient Education Handouts for the purpose of contemporaneously providing the hard copy to an individual patient or patient representative, in each circumstance only for your internal business purposes, including your authorized employees' and your medical staff members' professional responsibilities related to health care practice, research, and education. Except as specifically provided in this Agreement, you may not download to or store in hard-copy or electronic form any portion of the Database(s); sell, license, or otherwise permit others to use the Database(s) for commercial purposes or for purposes other than those intended by this Agreement; or print Patient Education Handouts in advance or in quantities greater than will be given to patients or patient representatives within 24 hours of printing. Without limiting the generality of the foregoing, please note that the reformatting or storage of data from the Database(s) for use in handheld wireless devices expressly is prohibited with the exception of content that is presented with a download option.
- Responsibility of Licensor:** We anticipate that the Database(s) will be available for access 24 hours per day throughout the year and we agree to make every reasonable effort to resolve promptly any disruption of access or other error in connection with the Database(s). If the Database(s) is not available for your access you will be entitled to a prorated refund of the fees you have paid for this license for such period of disruption, however no refund will be made if the Database(s) is available and your inability to access it is due to connectivity problems related to your network and/or internet service provider(s).
- Invoicing:** We will send a renewal invoice to you approximately 60 days prior to the expiration of the then-current term, which shall reflect our then-current fees for a license of this scope. Should both parties mutually agree to renew this license, all of the terms and conditions

of this agreement shall be extended for the duration of any new term. For the first year and any subsequent year of this Agreement, you agree to deliver payment to us within 30 days of your receipt of our invoice, for any term to which both parties have agreed. Timely payment is a material term of this Agreement. During any term of this Agreement, if either party breaches a material term, the other party may terminate the Agreement upon 30 days written notice to the breaching party, and the termination shall be effective on the 31st day after the sending of notice unless the breach is first cured or the notice is withdrawn.

4. **Responsibility of Licensee:** You agree to make reasonable efforts to ensure that no one other than the persons authorized in Schedule A obtain access, electronically or otherwise, to the *Database(s)* and that access is not allowed by unauthorized persons. In addition, you agree to make reasonable efforts to insure that all of your authorized users are aware of, understand, and abide by the terms and conditions of this Agreement. In the event that you have reason to believe that someone has obtained unauthorized access to the *Database(s)*, you agree (i) to notify us within 30 days of all information in your possession regarding such potential unauthorized access, (ii) to take reasonable action to resolve the unauthorized access, and (iii) to cooperate with us in resolving the unauthorized access. Your compliance with this paragraph is a material term of this Agreement. We will not hold you liable for unauthorized access if you comply with this paragraph, unless you or your authorized user willfully breached the limitations on this license.
5. **Confidentiality:** You and we each agree to keep confidential, except as otherwise required by law, all information belonging to the other obtained through the performance of this Agreement that constitutes business, technical, or financial information that is proprietary, confidential, or non-public in nature and that is designated as confidential or proprietary, or which, under the circumstances, reasonably ought to be treated as such.
6. **Governing Law:** You agree that any dispute arising from, relating to or in any manner connected with this Agreement shall be construed under and resolved in accordance with the laws of the State of California, exclusive of its choice of law principles. Any such dispute shall be litigated only in the state or federal courts of California, to the personal jurisdiction of which you hereby consent.
7. **Warranties:** We disclaim all warranties, express or implied, including the implied warranties of merchantability and fitness for your particular purpose. Although we believe the *Database(s)* to be complete and accurate as described therein, we make no representations regarding completeness or accuracy. We will not be liable for any damage or loss of any kind arising out of or resulting from your access or lack of access to or use of the *Database(s)*, including but not limited to your reliance on its contents, errors in the data it contains, and data loss or corruption, regardless of whether such liability is based in tort, contract or otherwise. If the foregoing limitation is held to be unenforceable, our maximum liability to you shall not exceed the amount of the license fees you have paid to us under this Agreement. The remedies available to you against us under this Agreement are exclusive.
8. **Entire Agreement:** This Agreement represents the entire agreement between you and us concerning the matters addressed herein, and it supersedes any prior agreement we may have had, written or oral, concerning them. If any provision of this Agreement is held by a court of

competent jurisdiction to be invalid, the remaining provisions of this Agreement shall be enforced to the fullest extent possible. This Agreement may not be amended except in writing signed by both you and us. This Agreement may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement) and by facsimile; and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

9. **Agreement and Acceptance:** The person signing this Agreement on behalf of Customer hereby confirms that he/she has been duly authorized by Customer to execute this Agreement and legally commit Customer to the terms defined herein.

AGREED:

THERAPEUTIC RESEARCH CENTER, LLC.

UNIVERSITY OF CALIFORNIA

[Text deleted]

[Text deleted]

Date 5/22/14

Date 5/15/14

[Text deleted]

Contracts Administration

Printed Name/Title

[Text deleted]

University Librarian

Therapeutic Research Center, LLC

License Agreement

Schedule A

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| Term period: | November 1st, 2013 - October 31st, 2014 |
| Licensor: | Therapeutic Research Center LLC, a Delaware Corporation 3120 W. March Lane, Stockton, CA 95219 |
| Licensee: | University of California |
| Content: | Natural Standard Professional Database NaturalStandard.com Natural Medicines Comprehensive Database NaturalDatabase.com |
| Fee: | [Text deleted] |
| Invoice Due and Payable: | Terms: Net 30 Payment address: Therapeutic Research Center PO Box 8190 Stockton, CA 95208 |
| Access Method: Authorized Users: | Onsite via IP address recognition Faculty, Students, Staff and Walk-in Patrons. |
| Authorized Locations: | <p>UC Berkeley: 101 Sproul Hall Berkeley, CA 94704 (510) 842-6000</p> <p>UC Los Angeles: 405 Hilgard Ave Los Angeles, CA 90095 (310) 825-4321</p> <p>UC Riverside: 900 University Ave Riverside, CA 92507 (951) 827-1012</p> <p>UC San Francisco: 500 Parnassus Ave San Francisco, CA 94143 (415) 476-9000</p> <p>UC Irvine: Irvine, CA 92697 (949) 824-5011</p> <p>UC San Diego: 9500 Gilman Dr La Jolla, CA 92093 (858) 534-2230</p> <p>UC Davis: 1 Shields Ave Davis, CA 95616 (530) 752-1011</p> |