

**CALIFORNIA DIGITAL LIBRARY**  
**Addendum to License Agreement with**  
**Thieme Medical Publishers**  
**For Electronic Resources**

The following replaces in full the Section III, IX and X of the agreement between Thieme Medical Publishers, Inc. and California Digital Library as of August 11, 2003

**I accept the changes to Section III, IX and X**

Signature of Authorized Signatory of Licensor

Print Name: [Text deleted]  
Title: Sales Manager, Electronic Products  
Address: 333 Seventh Avenue, New York, NY 1001  
Telephone No.: [Text deleted]  
Facsimile: 212 947 1112  
E-mail: [Text deleted]

**LICENSEE:**

BY: [Text deleted]



DATE: Aug 25, 2003

Signature of Authorized Signatory of Licensee

Print Name: [Text deleted]

Title: Associate Univ. Librarian, Technology & Technical Services  
Address: UCSD Libraries 9500 Gilman Drive La Jolla, CA 92093-0175G  
Telephone No.: [Text deleted]  
E-mail:

[Text deleted]

Sept 17, 2003

*SALES MANAGER, ELECTRONIC PRODUCTS*  
*THIEME PUBLISHERS*

### III. Fees

#### **Pricing and Subscription Information**

Licensee shall make payment to Licensor for use of the Licensed Materials as follows:

The e-surcharge for online access to the titles listed in Appendix B is [Text deleted] The price per institution listed in Appendix A is [Text deleted]

A one-time fee of [Text deleted] for perpetual online access to Synthesis (1969-2002) and Synlett (1989-2002) was paid in 2002.

In the event that any of the print subscriptions listed below are terminated, the e-surcharge for the member institution, to whom the cancelled subscription belongs, shall be increased by [Text deleted] of the official price for an institutional print subscription.

#### **UC - Berkeley**

Title	Number of sub	Sub ID
Planta Medica	1	41777
Plant Biology	1	61706
Synthesis	1	30933
Synlett	1	40636

#### **UC - Davis**

Title	Number of sub	Sub ID
Planta Medica	1	41795
Plant Biology	1	50339
Synthesis	1	17790
Synlett	1	40648

#### **UC - Los Angeles**

Title	Numer of sub	Sub ID
Planta Medica	1	41780
Synlett	1	40653
Synthesis	1	30960

#### **UC - Riverside**

Title	Numer of sub	Sub ID
Planta Medica	1	41778
Plant Biology	1	47207
Synlett	1	40678
Synthesis	1	17763

#### **UC - San Diego**

Title	Number of sub	Sub ID
Synlett	1	17149
Synthesis	1	42639

#### **UC – San Francisco**

Title	Number of sub	Sub ID
Planta Medica	1	43780
Synthesis	1	43778

#### **UC – Santa Cruz**

Title	Number of sub	Sub ID
Synlett	1	17168
Synthesis	1	17789

#### **UC – Santa Barbara**

Title	Number of sub	Sub ID
Plant Biology	1	47170
Synlett	1	45978
Synthesis	1	30785

#### **UC - Irvine**

Title	Number of sub	Sub ID
Planta Medica	1	41774
Plant Biology	1	47182
Synlett	1	17096
Synthesis	1	60397

#### **IX. Term**

This Agreement shall continue in effect for three (3) years- commencing on the Effective Date and ending 31 December 2005.

#### **X. Renewal**

This agreement shall be renewable at the end of the initial term for a successive term unless either party gives written notice of its intention not to renew forty-five (45) days before expiration of the current term.

Payments. Licensee shall pay to Licensor the full yearly access fee as shown in Section III within 60 days of the effective date of this Agreement. Thereafter the subscriber shall pay the yearly access fee by January 31 of each year, provided that Licensee is invoiced no less than 60 days in advance of January 31 in each year.

## **XI. Early Termination**

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. 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 the Agreement without further notice.

Upon Termination of this Agreement for cause online access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

In the event of early termination permitted by this Agreement, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

## **Appendix A**

### **List of CDL members covered under this license**

University of California – Davis  
University of California – Riverside  
University of California – San Francisco  
University of California – Santa Barbara  
University of California – Santa Cruz  
University of California – San Diego  
University of California – Berkeley  
University of California – Irvine  
University of California – Los Angeles  
University of California – Merced

## **Appendix B**

### **List of Journals covered under this license**

Plant Biology  
Planta Medica  
Synthesis  
Synlett