

**AGREEMENT**  
**Use of the Electronic Version of the CONTRACTUAL WORKS**  
**(as specified in Enclosure 1)**

**between**

Thieme Medical Publishers, Inc.  
333 Seventh Avenue  
New York, NY 10001  
USA  
("Thieme")

**and**

The Regents of the University of California  
a non-profit academic institution, with it's principal offices at  
The California Digital Library  
415 20<sup>th</sup> Street  
4<sup>th</sup> Floor  
Oakland  
CA 94612-2901  
USA  
(the "Customer")

the following agreement is concluded:

## Preamble

Thieme acts as an authorized agent for its parent company, Georg Thieme Verlag, Stuttgart, Germany ("GTV"), which publishes the CONTRACTUAL WORKS as specified in Enclosure 1. The distribution of the electronic version of the CONTRACTUAL WORKS will be handled by Thieme.

### (1) Subject Matter of the Agreement

Thieme shall supply the electronic version of the CONTRACTUAL WORKS as a web based electronic version as specified in Enclosure 1 to the customer. The supply of the printed form of the CONTRACTUAL WORKS is the subject matter of a separate agreement.

The Customer does not receive the source code to any software used in connection with the electronic version of the CONTRACTUAL WORKS.

Except as permitted by law, the Customer will not reverse engineer, decompile, disassemble, re-engineer or otherwise attempt to discover the source code or structural framework of any software used in connection with the electronic version of the CONTRACTUAL WORKS.

Thieme undertakes to perform the maintenance of the electronic version of the CONTRACTUAL WORKS in accordance with clause 10 of this Agreement.

### (2) The Customer

The Customer is defined in Enclosure 2.

#### Definition of Authorized Users:

Authorized Users include all current employees, permanent and visiting faculty and students of the Customer as defined in Enclosure 2.

Authorized Users include walk-ins, that is, patrons not affiliated with Customer who are physically present at Customer's site and gain access to the CONTRACTUAL WORKS through a terminal located in the library building.

The Customer shall give written notice to Thieme of any substantial changes of this information without delay.

In the event of acquisition, divestment, merger or change of control of the Customer, resulting in significant change in the use of the electronic version of the CONTRACTUAL WORKS, Thieme will have the immediate right to terminate or renegotiate the terms of this agreement. For purpose of this provision "change of control" shall mean a change in excess of 20% of the ownership, from the effective date of this agreement, of the ordinary share capital carrying the right to vote at general meetings or the power to nominate a majority of the board of directors.

### (3) Customer's Rights of Use

The Customer shall acquire the electronic version of the CONTRACTUAL WORKS for use subject to the terms and conditions of this Agreement. The right to use the electronic version of the CONTRACTUAL WORKS as a whole, or any part of it, is subject to the provision that the Customer pays the annual fees pursuant to clause 5 of this Agreement and to all other provisions contained in this Agreement. Thieme grants the Customer the personal, non-exclusive limited right to use the electronic version of the CONTRACTUAL WORKS in accordance with the Intended Use on the Customer's intranets, the Customers' network servers and the Customer's workstations. For the purpose of this Agreement, "Intended Use" means only the installation of the InfoChem search engine software used in connection with the electronic version of the CONTRACTUAL WORKS on the hard disk drive of the Customer's computer system, the downloading of the InfoChem search engine software into the (main) memory of the Customer's computer system, the downloading of the InfoChem search engine software into the intermediate memories (caches) of the Customer's computer system and the printing of individual parts of the CONTRACTUAL WORKS and content of the individual volumes in the CONTRACTUAL WORKS for scientific or business purposes to the extent required to utilize the electronic version of the CONTRACTUAL WORKS in accordance with the terms and conditions of this Agreement.

The Customer is not entitled to change or alter any element of the electronic version of the CONTRACTUAL WORKS or to create any derivative works there from. The Customer may not alienate the electronic version of the CONTRACTUAL WORKS, the right of use granted to Customer is inalienable.

Without limiting the foregoing, the Customer is not authorized:

- to sell, transfer, assign, license, lend or lease the electronic version of the CONTRACTUAL WORKS or any portion of it to any person or entity, not even to Customer's affiliates or to divisions or business units within the Customer's organization, unless such affiliate, division or business unit is specified under the heading "Location" in Enclosure 2 to this Agreement.
- to use the electronic version of the CONTRACTUAL WORKS or parts thereof on computers or networks which are not part of the Customer's intranet or networks. A network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorized Users approved by a Member whose identity is validated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Member.
- to carry out systematic duplication of the electronic version of the CONTRACTUAL WORKS or to integrate any part of the CONTRACTUAL WORKS into information systems with separate search engine software which makes it accessible to third parties.

The Customer shall use reasonable efforts to inform the Authorized Users of the terms and conditions of this Agreement. Without limiting the foregoing, the Customer shall use reasonable efforts to ensure that the Customer's employees do not duplicate the electronic version of the CONTRACTUAL WORKS or parts of it permanently or temporarily on computers that are not owned or leased by Customer or computers accessible by third parties. The Customer shall be responsible for any breach of its employees, consultants and agents to comply with the terms and conditions of this Agreement.

The Customer shall use adequate technical measures to ensure that the use of or access to the electronic version of the CONTRACTUAL WORKS is limited to Authorized Users. Further, the Customer shall use reasonable efforts to ensure that the electronic version of the CONTRACTUAL WORKS is protected

from unauthorized outside access, through the internet or otherwise, by adequate technical and security measures.

Interlibrary loan of the CONTRACTUAL WORKS is not permitted.

The Customer acknowledges and agrees that all right, title and interest in, including, but not limited to, all intellectual property rights in or related to, the electronic version of the CONTRACTUAL WORKS are and shall remain the sole and exclusive property of GTV or its third party licensors and that the Customer shall have no rights to copy, use, reproduce, display, perform, modify, transfer, create derivative works based on or otherwise use in any manner whatsoever the electronic version of the CONTRACTUAL WORKS, except as expressly provided hereunder. For the avoidance of doubt, and without limiting the foregoing, the Customer must request permission from Thieme or GTV to use the CONTRACTUAL WORKS in publications or scientific presentations beyond that permitted by copyright law.

The Customer must notify Thieme immediately in writing if it becomes aware of or suspects that any of the intellectual property rights, including but not limited to copyright rights, in or to the CONTRACTUAL WORKS have been or will be infringed.

Thieme, GTV, or its authorized agent shall have the sole right to enforce any intellectual property rights in or related to the CONTRACTUAL WORKS including, but not limited to, copyright rights and rights to the use of names and titles of the CONTRACTUAL WORKS against any infringement or alleged infringement thereof. GTV may, in its sole discretion and at its own expense, initiate suit against any such infringer or alleged infringer and control such suit and recover, for its account, any damages, awards or settlements resulting there from. To the extent that an infringement claim has been alleged or brought against GTV, the authors contributing to the content of the CONTRACTUAL WORKS or against any third party licensors of GTV such that the use of all or a portion of the electronic version of the CONTRACTUAL WORKS would potentially be considered intellectual property infringement, GTV shall, in its sole discretion, advise the Customer of such alleged infringement and advise the Customer not to use the portion or portions of the electronic version of the CONTRACTUAL WORKS to which the infringement allegation applies. Thieme or GTV shall not be liable for any damages suffered by the Customer if the Customer continues to use the affected portion or portions of the electronic version of the CONTRACTUAL WORKS after Thieme or GTV has advised the Customer not to do so.

All restrictions on use of the electronic version of the CONTRACTUAL WORKS contained in this Agreement apply to any hardcopies of the CONTRACTUAL WORKS, or any portion thereof, printed by the Customer.

Nothing in this Agreement shall be construed to transfer any rights, including but not limited to copyrights or other intellectual property rights, in or related to the CONTRACTUAL WORKS to the Customer or any other party other than the rights expressly granted to the Customer pursuant to this Agreement.

#### **(4) Confidentiality**

The Customer acknowledges and agrees that the terms and conditions of this Agreement are confidential information ("Confidential Information"), except for situations which the Customer – as a public institution – is required by law to divulge information.

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The Customer agrees to maintain the confidentiality of the Confidential Information using procedures no less rigorous than those used to protect and preserve the confidentiality of its own similar proprietary information and shall not, directly or indirectly: (a) transfer or disclose any Confidential Information to any third party, except that Customer shall be permitted to disclose the Confidential Information to its employees and independent consultants and Authorized Users on a need to know basis; (b) use any Confidential Information other than as contemplated under this Agreement; or (c) take any other action with respect to the Confidential Information inconsistent with the confidential and proprietary nature of such information.

#### (5) Fees

The Customer shall pay the annual fee for the supply of the electronic version of the CONTRACTUAL WORKS. The annual fee for the initial term shall be as set forth in Enclosure 3 to this Agreement. The annual fee for subsequent contractual years may be increased by Thieme in its sole discretion provided that Thieme notifies the Customer of any such increase at least three months prior to the year in which such increase becomes effective. Thieme may take the inflation rate into consideration when considering any changes to the annual fee.

The annual fee must be paid in advance on the Due Date specified in Enclosure 3. If the annual fee is not paid by the Due Date, the Customer will automatically be in default. During the period of time that the Customer is in default, the Customer shall be required to pay annual fee plus interest which shall accrue at the greater of the statutory default interest rate or at such interest rate as Thieme imposes.

If this Agreement is not entered into at the beginning of the calendar year, the annual fee will be pro rated. The Customer shall be responsible for and shall pay all federal, state and local sales, personal property and *ad valorem* taxes and other taxes of a similar nature arising as a result of this Agreement, other than taxes based on Thieme's income, in addition to the above mentioned annual fee.

If the Customer has a claim for damages or payment against GTV or Thieme arising under this Agreement or otherwise, the Customer is not entitled to set off such claim against any annual fees or other payments owed to Thieme under this Agreement unless Thieme first consents in writing to such set off or a court of competent jurisdiction orders that such claim is enforceable against Thieme.

#### (6) Warranty

Thieme warrants that it has good and marketable title to the copyright in the CONTRACTUAL WORKS and that such copyright is extended to cover the forms contemplated by this Agreement. Thieme further warrants that it has the right to grant the non-exclusive license contemplated by this Agreement

#### (7) Liability

EXCEPT AS EXPRESSLY SET FORTH IN PARAGRAPH 6, THE CUSTOMER AND ITS AFFILIATED INSTITUTIONS AGREE THAT THE CONTRACTUAL WORKS ARE PROVIDED "AS IS" AND THAT THIEME MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ITS PERFORMANCE, INCLUDING ESPECIALLY ITS SAFETY, EFFECTIVENESS OR COMMERCIAL VIABILITY. THIEME DISCLAIMS ALL WARRANTIES WITH REGARD TO THE CONTRACTUAL WORKS INCLUDING BUT

NOT LIMITED TO, ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THIEME ADDITIONALLY DISCLAIMS ALL OBLIGATIONS AND LIABILITIES ON THE PART OF THIEME, ITS SHAREHOLDERS, OFFICERS, STAFF, OR ITS EDITORS, AUTHORS, OR CONSULTANTS, AND AFFILIATED PARTIES FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS, ARISING OUT OF OR IN CONJUNCTION WITH THE CONTRACTUAL WORKS. THE CUSTOMER AND ITS AFFILIATES ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY THE CONTRACTUAL WORKS.

The parties agree to look solely to the other party in connection with this Agreement and agree that under no circumstance shall any officer, director, trustee, member, agent, stockholder, employee, contributor, advisor, editor, author, or reviewer, have any personal liability under or respect to this Agreement.

THIEME'S AGGREGATE LIABILITY FOR ANY DIRECT DAMAGES ARISING OUT OF, OR INCURRED IN CONNECTION WITH, THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER IN TORT, CONTRACT OR OTHERWISE [, AND WHETHER OR NOT THIEME HAS BEEN ADVISED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES.] IS LIMITED TO THE AMOUNTS THE CUSTOMER PAID THIEME IN LICENSE FEES FOR THE USE OF THE CONTRACTUAL WORKS. THIEME SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER IN TORT, CONTRACT OR OTHERWISE [, AND WHETHER OR NOT THIEME HAS BEEN ADVISED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES]. ALL CLAIMS FOR DAMAGES UNDER SUBCLAUSE A OF THIS PARAGRAPH ARE SUBJECT TO A ONE-YEAR LIMITATION PERIOD FROM THE DATE ON WHICH THE CAUSE OF ACTION ACCRUES.

**(8) The Customer's Obligations as to the Use of the Electronic Version of the CONTRACTUAL WORKS**

The CONTRACTUAL WORKS contain instructions as how to carry out the processes required to make chemical compounds under the same conditions and environment as was used by the author of the relevant procedure. However, there are many parameters that cannot be accounted for in the experimental procedures that could affect the outcome of the procedure when reproduced by the Customer (e.g., the type of glassware used, the speed at which a solution is stirred etc.). The Customer therefore acknowledges that the procedures, or "process know-how", described in the CONTRACTUAL WORKS can only show the results that can be obtained under the same conditions under which such procedures were carried out by the author, or by the scientist from whom the author has adopted the relevant procedure, and that not every condition that could affect the outcome of the procedure can possibly be documented.

In the application of the process know-how, the Customer shall only employ professionally qualified personnel to apply the process know-how contained in the CONTRACTUAL WORKS and to document this in accordance with Good Laboratory Practice. THE CUSTOMER UNDERTAKES TO INFORM

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AUTHORIZED USERS OF ALL RELEVANT SAFETY REGULATIONS, ESPECIALLY AS REFERRED TO IN **ENCLOSURE 4** TO THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE CUSTOMER REMAINS SOLELY RESPONSIBLE FOR IDENTIFYING AND COMPLYING WITH ALL RELEVANT SAFETY REGULATIONS.

THE CUSTOMER WILL ENCOURAGE AUTHORIZED USERS TO REPORT ANY PROBLEMS ARISING IN THE APPLICATION OF THE PROCESS KNOW-HOW, ANY DIFFICULTIES WITH THE PROCESSES OR DEVIATIONS FROM THE RESULT EXPECTED FROM THE APPLICABLE PROCESS AS SET FORTH IN THE CONTRACTUAL WORKS, REGARDLESS OF WHETHER SUCH DIFFICULTIES OR DEVIATIONS CAUSE ANY DAMAGE OR NOT, TO THIEME.

**(9) Indemnity**

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying 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 sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request.

**(10) Maintenance of the Electronic Version of the CONTRACTUAL WORKS**

Without limiting clauses 6 and 7 of this Agreement Thieme shall make ongoing reasonable commercial efforts during the term of this Agreement to provide timely support of the software components of the electronic version of the CONTRACTUAL WORKS to the Customer, by providing bug fixes and other error corrections as are reasonably required by the Customers to make effective use of the software as intended by the license granted hereunder.

**(11) Amendments**

Any amendments or modifications to this Agreement must be made in writing and executed by both parties. Other works can be included in the CONTRACTUAL WORKS by amending the Enclosures 1, 2 and 3; the provisions of this Agreement shall be applicable. The requirement of writing can only be revoked by an agreement in writing executed by both parties.

**(12) Term and Termination**

The term of this Agreement commences on July 15, 2005 and will continue in effect until two years after that date. This Agreement shall renew automatically for successive one (1) year periods, until terminated in accordance with the terms and conditions set forth herein. Without limiting either party's right to terminate this Agreement pursuant to any other provision of this Agreement, either party may terminate this Agreement at the end of each calendar year by providing notice thereof not less than three months prior to the end of such calendar year; provided, however, that neither party may exercise such termination right prior to the end of the second full calendar year following the year in which this Agreement is executed.

Subject to the sixty day cure period described below, Thieme may terminate this Agreement upon written notice, if:

- the Customer does not make payments in a timely fashion or an insolvency proceeding on its assets is initiated;
- the Customer materially breaches any provision of this Agreement, including, but not limited to, the Customer's obligations with respect to any of GTV's intellectual property rights.

Upon breach or default of any of the terms or conditions of this Agreement, the defaulting party shall be given written notice of such default and a period of sixty (60) days after receipt of such notice to correct the default or breach. If the default or breach is not corrected within said sixty (60) day period, the party not in default shall have the right to immediately terminate this Agreement.

Any notice of termination needs to be in writing.

The Customer is obligated to perform the full and final deletion of any copies and partial copies of the electronic version of the CONTRACTUAL WORKS in the direct possession or direct control of the Customer and use commercially reasonable efforts to inform Customer or the Customer's employees, agents, consultants or Authorized Users that such copies must be deleted.

The Customer, or if the Customer is an entity, an authorized officer of the Customer, shall certify in writing to Thieme that the Customer has informed Customer's employees, agents, consultants or Authorized Users that such copies of the electronic version must be deleted.

Thieme, or any third party designated by Thieme, is entitled to check the proper fulfillment of the Customer's obligations under the previous three paragraphs within three months following the termination of this Agreement by informing the Customer on this intention prior to performing any such check.

The Customer acknowledges and agrees that it may not utilize the electronic version of the CONTRACTUAL WORKS following the termination of this Agreement and that the Customer infringes on GTV's intellectual property rights, including, but not limited to copyright rights, in the event that it should fail to observe this provision.

Termination shall not affect Thieme's right to recover unpaid fees incurred pursuant to this Agreement up until the date of such termination or any other rights or remedies available to Thieme at law or in equity. Termination may be limited to a single CONTRACTUAL WORK; the foregoing provisions about termination of the whole agreement shall be applicable. In the case of a limited Termination the provisions of this agreement shall be applicable to the remaining CONTRACTUAL WORKS.

### (13) Survival

Any provision of this Agreement which, by its nature, would survive termination of this Agreement shall survive any such termination of this Agreement, including, without limitation, clauses 4, 9, 13 and 16 to 21.

### (14) Notices

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All notices pertaining to this Agreement shall be in writing and sent certified mail, return receipt requested, to the parties at the following addresses or such other address as such party shall have furnished in writing to the other party in accordance with this Agreement. All notices hereunder shall be effective upon receipt.

To the Customer:

as specified in **Enclosure 2**

To Thieme:

[Text deleted]

President,  
Thieme Medical Publishers, Inc.  
333 Seventh Avenue,  
New York, NY 10001

#### **(15) Assignment**

The Customer may not assign its rights or obligations under this agreement to any party without the prior written consent of Thieme. Notwithstanding the foregoing, the Customer shall be permitted to assign its rights and obligations under this Agreement without the prior written consent of Thieme in the event that the Customer transfers ownership of the substantially all of its assets to a third party, provided that such third party assumes all of the obligations of the Customer under this Agreement. Any attempted assignment in violation of this provision shall be null and void.

This Agreement is binding upon and shall inure to the benefit of the parties and their legal successors and permitted assigns.

#### **(16) Severability**

In the event that any one or more of the provisions of this Agreement should for any reason be held by any court or authority having jurisdiction over this Agreement, or over any of the parties hereto to be invalid, illegal or unenforceable, such provision or provisions shall be reformed to approximate as nearly as possible the intent of the parties, and if unreformable, shall be severable and deleted in such jurisdiction; the invalidity, unenforceability or illegality of such provisions shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity, illegality or unenforceability shall remain in full force and effect.

#### **(17) Waiver**

Any forbearance or delay on the part of either party in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce same for such occurrence or any future occurrence.

#### **(18) Choice of Law and Choice of Jurisdiction**

All rights and obligations arising out of this Agreement shall be governed by the laws of the state of California.

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For the assertion of all claims arising out of this contract, the courts of the state of California shall have exclusive jurisdiction.

**(19) Headings**

The headings of the clauses of this Agreement are for general information and reference only and they in no way define, limit, or describe the scope of the provisions in such clauses and shall not be considered in the interpretation or enforcement of this Agreement.

**(20) Entire Agreement**

This Agreement and the attached Enclosures supersedes all prior agreements, arrangements and understandings between the parties, and constitutes the entire agreement between the parties, relating to the subject matter hereof.

**(21) Counterparts**

This Agreement may be executed in counterparts, which counterparts, taken together, shall constitute one agreement and each party hereto may execute this Agreement by signing such counterpart.

Oakland, California 8/12/05  
(Place / Date)

[Text deleted]

New York, ..... 8/22/05 .....

[Text deleted]

Director, Business Development  
California Digital Library

President  
Thieme Medical Publishers, Inc.

New York, ... 15 August 2005 .....

[Text deleted]

Sales Manager, Electronic Products  
Thieme Medical Publishers, Inc.

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**ENCLOSURE 1 OF THE AGREEMENT**

**between**

Thieme Medical Publishers, Inc.  
333 Seventh Avenue  
New York, NY 10001  
USA  
("Thieme")

**and**

The Regents of the University of California  
a non-profit academic institution, with its principal offices at  
The California Digital Library  
415 20<sup>th</sup> Street  
4<sup>th</sup> Floor  
Oakland  
CA 94612-2901  
USA

(the "Customer")

Contractual Works are:

**1. Science of Synthesis, Houben-Weyl Methods of Molecular Transformations**

GTV publishes the chemistry reference work "*Science of Synthesis. Houben-Weyl Methods of Molecular Transformations*" ("Science of Synthesis"). Science of Synthesis is intended to comprise 48 volumes, each of which forms an integral whole as regards content.

The intended publication date of the individual volumes of the current edition of the electronic version of Science of Synthesis and the point of time up to which the last volume of the current edition of the electronic version of Science of Synthesis will be published (such details collectively referred to as the "Publication Scheme") will be specified in the "*Science of Synthesis Guide Book*" (the "Guidebook"). The most current edition of the Guidebook will be provided to the Customer in hardcopy.

One or more individual volumes are intended to be delivered to the Customer, during the term of this Agreement, according to the current Publication Scheme described in the Guidebook. Thieme shall not be liable for any damages incurred by the Customer should Thieme fail to supply individual volumes of Science of Synthesis on a quarterly basis. Each year, until the 48 individual volumes are delivered to Customer, Thieme intends to supply Customer, on average, a total of five (5) to seven (7) volumes of the electronic version of Science of Synthesis. Should the Guidebook be amended or updated, Thieme shall provide the Customer, during the term of this Agreement, with a hardcopy of the updated edition of the Guidebook.

Handwritten initials: EPJ, AW, and others.

The online version of Science of Synthesis includes access to the complete Electronic Backfile containing editions 1, 2, 3, 4, and the E-series, of the work Houben-Weyl Methods of Organic Chemistry:

### Houben-Weyl Methods of Organic Chemistry

GTV publishes the chemistry reference work "Houben-Weyl Methods of Organic Chemistry" ("Houben-Weyl"). Houben-Weyl comprises in total 140 volumes published between the years 1909 and 2004. The electronic version of "Houben-Weyl Methods of Organic Chemistry" ("Houben-Weyl") currently comprises:

1 <sup>st</sup> Edition:	2 volumes <i>1909 – 1911</i>
2 <sup>nd</sup> Edition:	4 volumes <i>1921 – 1924</i>
3 <sup>rd</sup> Edition:	4 volumes <i>1924 – 1941</i>
4 <sup>th</sup> Edition:	64 volumes <i>1952 – 1987</i>
E-Series:	44 volumes <i>1982 - 2004</i>

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**ENCLOSURE 2 OF THE AGREEMENT**

**between**

Thieme Medical Publishers, Inc.  
333 Seventh Avenue  
New York, NY 10001  
USA  
("Thieme")

**and**

The Regents of the University of California  
a non-profit academic institution, with it's principal offices at  
The California Digital Library  
415 20<sup>th</sup> Street  
4<sup>th</sup> Floor  
Oakland  
CA 94612-2901  
USA  
(the "Customer")

Customer is defined as:

The Regents of the University of California a non-profit academic institution, with it's principal offices at  
The California Digital Library  
425 20<sup>th</sup> Street, 4<sup>th</sup> Floor  
Oakland  
CA 94612-2901  
USA

**The University of California includes the following campuses:**

**University of California, Berkeley**  
Berkeley  
CA 94720-6000

**2. University of California, Davis**  
Davis  
CA 94720-6000

**3. University of California, Irvine**  
Irvine  
CA 92623-9557

**4. University of California, Los Angeles**  
Los Angeles  
CA 90095-1598

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**5. University of California, Merced**

Merced  
CA 95344

**6. University of California, Riverside**

Riverside  
CA, 92521

**7. University of California, San Diego**

La Jolla  
CA 92037-0175

**8. University of California, Santa Barbara**

Santa Barbara  
CA 93106

**9. University of California, Santa Cruz**

Santa Cruz  
CA 95064-1019

**10. University of California, San Francisco**

Parnassus Avenue  
San Francisco  
CA 94143-0840

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**ENCLOSURE 3 OF THE AGREEMENT****between**

Thieme Medical Publishers, Inc.  
333 Seventh Avenue  
New York, NY 10001  
USA  
("Thieme")

**and**

The Regents of the University of California  
a non-profit academic institution, with its principal offices at  
The California Digital Library  
415 20<sup>th</sup> Street  
4<sup>th</sup> Floor  
Oakland  
CA 94612-2901  
USA  
(the "Customer")

**The following fees are agreed:**

During the period of the delivery of the Electronic version of the CONTRACTUAL WORKS single versions, the Customer shall pay annual royalties. These are calculated as follows:

**Annual Fee:**

**Science of Synthesis** [Text deleted]  
**inclusive Houben-Weyl:**

**Delivery Date:** 15 July 2005  
License period is 15 July – 15 July

**Invoicing Period:**

**Science of Synthesis** [Text deleted]  
**inclusive Houben-Weyl:** 15 July 2005 – 15 July 2006:  
**Period of credit: payable within 30 days**

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**ENCLOSURE 4 OF THE AGREEMENT****between**

Thieme Medical Publishers, Inc.  
333 Seventh Avenue  
New York, NY 10001  
USA  
("Thieme")

**and**

The Regents of the University of California  
a non-profit academic institution, with it's principal offices at  
The California Digital Library  
415 20<sup>th</sup> Street  
4<sup>th</sup> Floor  
Oakland  
CA 94612-2901  
USA  
(the "Customer")

**Hazard Information for The CONTRACTUAL WORKS**

**WARNING! CAREFULLY READ THE FOLLOWING:** ALTHOUGH THE CONTRACTUAL WORKS HAVE BEEN WRITTEN BY EXPERTS, THE CUSTOMER AND ANY EMPLOYEES, AGENTS AND CONSULTANTS OF THE CUSTOMER (THE "USERS") WHO USE THE CONTRACTUAL WORKS ARE HEREBY ADVISED AND ACKNOWLEDGE AND AGREE THAT THE HANDLING OF CHEMICALS, MICROORGANISMS, AND CHEMICAL APPARATUS CARRIES POTENTIALLY LIFE-THREATENING RISKS. FOR EXAMPLE, SERIOUS DANGERS COULD OCCUR THROUGH QUANTITIES BEING INCORRECTLY GIVEN. THE AUTHORS TOOK THE UTMOST CARE THAT THE QUANTITIES AND EXPERIMENTAL DETAILS DESCRIBED HEREIN REFLECTED THE CURRENT STATE OF THE ART OF SCIENCE WHEN THE WORK WAS PUBLISHED. HOWEVER, THE AUTHORS, EDITORS, AND PUBLISHERS TAKE NO RESPONSIBILITY AS TO THE CORRECTNESS OF THE CONTENT. FURTHER, SCIENTIFIC KNOWLEDGE IS CONSTANTLY CHANGING. AS NEW INFORMATION BECOMES AVAILABLE, THE CUSTOMER AND THE USERS MUST CONSULT IT. ALTHOUGH THE AUTHORS, PUBLISHERS, AND EDITORS TOOK GREAT CARE IN PUBLISHING THE CONTRACTUAL WORKS, IT IS POSSIBLE THAT TYPOGRAPHICAL ERRORS EXIST, INCLUDING ERRORS IN THE FORMULAS GIVEN HEREIN. THEREFORE, **IT IS IMPERATIVE THAT EVERY CUSTOMER AND USER, AND THE RESPONSIBILITY OF EVERY CUSTOMER AND USER, TO CAREFULLY CHECK WHETHER QUANTITIES, EXPERIMENTAL DETAILS, OR OTHER INFORMATION GIVEN HEREIN ARE CORRECT BASED ON THE CUSTOMER'S AND USER'S OWN UNDERSTANDING AS A SCIENTIST.** SCALE-UP OF EXPERIMENTAL PROCEDURES PUBLISHED IN THE CONTRACTUAL WORKS CARRIES ADDITIONAL RISKS. IN CASES OF DOUBT, THE CUSTOMER AND USER IS STRONGLY ADVISED TO SEEK THE OPINION OF AN EXPERT IN THE FIELD, THE PUBLISHERS, THE EDITORS, OR THE AUTHORS. WHEN USING THE INFORMATION DESCRIBED HEREIN, THE CUSTOMER AND USER ARE ULTIMATELY RESPONSIBLE FOR

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HIS OR HER OWN ACTIONS, AS WELL AS THE ACTIONS OF SUBORDINATES AND ASSISTANTS, AND THE CONSEQUENCES ARISING THEREFROM.

THE CUSTOMER AND USER CAN FIND UNDER [WWW.SCIENCE-OF-SYNTHESIS.COM](http://WWW.SCIENCE-OF-SYNTHESIS.COM) A NON-EXHAUSTIVE LIST OF INTERNATIONAL SAFETY REGULATIONS, I.E. IT SERVES AS A GENERAL GUIDE. THE CUSTOMER AND USER REMAIN SOLELY RESPONSIBLE FOR IDENTIFYING ALL RELEVANT SAFETY REGULATIONS. THE CUSTOMER SHALL CAUSE ALL OF ITS USERS TO BE FREQUENTLY ALERTED TO THOSE GUIDELINES.

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