

Access basis, and which You shall pay to the Publisher each year in respect of Your ongoing right to access the Online Products on the Publisher's Server as defined in this Agreement.

Authorised Users

Current members of the faculty and other staff or Members of Your institution (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at Your institution(s), who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorised Users work or study (including but not limited to Authorised Users' offices and homes, halls of residence and student dormitories) and who have been issued by You with a password or other authentication. Also included among the Authorized Users are other persons who are permitted to use Your library or information service and permitted to access the Secure Network but only from computer terminals within Your Library Premises.

Commercial Use

Use for the purposes of monetary reward (whether by or for You or an Authorised User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Online Product(s). For the avoidance of doubt, neither recovery of direct costs by You from Authorised Users, nor use by You or by an Authorised User of the Online Product(s) in the course of research funded by a commercial organisation, is deemed to be Commercial Use.

Course Packs

A collection or compilation of materials (e.g. book chapters) either in print or electronically, assembled by Your members of staff for use by students in a class for the purposes of instruction.

Electronic Reserve

Electronic copies of materials (e.g. book chapters) made and stored on the Secure Network or within a virtual learning environment (VLE) by You for use by You and Your members of staff in connection with specific courses of instruction offered by You to Your students.

Fee

The Fee for some or all of the Online Product(s) as set out in Appendices to this Agreement or in new Appendices to this Agreement which may be agreed by the parties from time to time. For the avoidance of doubt, where You are purchasing some or all of the Online Product(s) on a Perpetual Access basis, the Fee shall comprise the Annual Access Fee and the Purchase Fee.

Library Premises	The physical premises of the library or libraries operated by You as specified in Schedule 1.
Member	A university, other educational institution or research organisation affiliated to You as a member of Your consortium, and which has agreed by virtue of its membership to be bound by the terms and conditions of this Agreement as if it were a party to it jointly with You.
Online Product(s)	Those online products as set out in Appendix 1 to this Agreement or in new Appendices to this Agreement that may be agreed by the parties from time to time.
Perpetual Access	Your right to allow your Authorised Users continuing access to a version of the Online Product(s) beyond the Access Period as provided for in clause 2(c) herein and subject to the terms and conditions of this Agreement.
Publisher's Representative	A third party appointed from time to time by the Publisher to act on the Publisher's behalf, who may execute this Agreement on behalf of the Publisher and undertake any or all of the Publisher's obligations under this Agreement, as agreed between the Publisher and the Publisher's Representative.
Purchase Fee	The one-time fee which shall be set out in an Appendix to this Agreement if You are purchasing some or all of the Online Product(s) on a Perpetual Access basis, and which You shall pay to the Publisher in respect of the initial purchase of the Online Product(s).
Representative	A third party appointed from time to time by You to act on Your behalf, who may undertake any or all of the obligations of You under this Agreement, as agreed between You and the Representative.
Secure Network	A network (whether a standalone network or a virtual network within the Internet), as defined in Schedule 1 and which is only accessible to Authorised Users approved by You whose identity is authenticated at the time of log-in and periodically thereafter consistent with current reasonable practice.
Secure authentication	Access to the Online Product(s) by Athens or Shibboleth (SAML) technology based authentication, InternetProtocol ("IP") ranges, authentication by user name and password or by another means of authentication agreed in writing between the Publisher and You from time to time, and consistent with best practice.

Server	The server, either the Publisher's server or a third party server designated by the Publisher, on which the Online Product(s) are mounted and may be accessed.
Subscription Period	That period as may be stated in an Appendix relating specifically to Online Product(s) specified therein as being purchased on subscription.
Terms of Use	The terms and conditions of use accessible on the Publisher's website for the information of Authorised Users to inform them of their rights and responsibilities in respect of use of the Online Product(s).
You / Your	The educational institution or consortium that wishes to enter into this Agreement with the Publisher on behalf of itself and its Authorised Users. The Publisher shall be entitled to assume that the person signing this Agreement is authorised to enter into this Agreement on behalf of the institution or consortium.

2. AGREEMENT

(a) The Publisher agrees to grant You, for the Access Period, the non-exclusive and non-transferable right, throughout the world, to give Authorised Users access to the Online Product(s) via the Secure Network for the purposes of research, teaching and private study, subject to the terms and conditions of this Agreement, and to payment of the Fee. The Representative will be responsible for processing payment of the Fee (and will be entitled to receive any refund of the Fee) on Your behalf, unless notified otherwise, in which case the Fee will be paid by You direct to the Publisher or Publisher's Representative.

(b) This Agreement shall commence on the Effective Date and shall continue for the Access Period. If the Online Product(s) is purchased for a Subscription Period, the Appendix related thereto shall automatically terminate at the end of the Subscription Period unless the parties agree to renew it. If the Online Product(s) is purchased on a Perpetual Access basis, Your Authorised Users shall be entitled to Perpetual Access beyond the Access Period under the provisions of clause 2(c) below.

(c) On termination of this Agreement under the provisions of clause 8(a)(iii), if the Publisher receives a written request from You no later than sixty (60) days after termination of this Agreement and if your purchase of the Online Product(s) was on a Perpetual Access basis, the Publisher shall provide continuing post-termination access for Authorised Users to those parts of the Online Product(s) which were published and paid for under the terms of this Agreement, either from the Server or by supplying electronic files to You or via a third party, as mutually agreed by the You and the Publisher at the time. Where the Publisher agrees to provide You with the contents of the Online Product(s) as electronic files, the electronic files shall be in a mutually agreed upon format, and the files will be provided without functionality or programming for You to hold in Your archive and, if You so desire, to make available to Authorised Users, it being understood that provision and use of such electronic files shall continue to be subject to the same terms and conditions as those outlined in clauses 3 and 4 below.

(d) The rights granted in (a) above are granted to Authorised Users for unlimited concurrency unless otherwise detailed in the order form and quote prior to signature of

this Agreement, such order form and quote to state whether single concurrency use for one or more Online Product(s) is permitted. Where single concurrency use is permitted it shall be further indicated in the Appendix/Appendices to this Agreement.

(e) Notwithstanding the provisions of clause 2(a) above, after the first year of this Agreement the Publisher agrees to waive the Annual Access Fee in each subsequent year of the term provided that You buy in each such year one or more further titles that are included in the Online Product(s) and which have been added since You purchased your initial collection of the Online Product(s) at the beginning of the Access Period.

3. USAGE RIGHTS

(a) You, subject to clause 4 below, may:

(i) allow Authorised Users to have access to the Online Product(s) from the Server via the Secure Network;

(ii) access, search and view the Online Product(s) for the purpose of internal marketing or testing or for training Authorised Users or groups of Authorised Users;

(iii) supply to the library of an institution within the same country as You (whether by post, fax or secure transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing), for the purposes of individual research or private study by an Authorised User of the library and not for Commercial Use, a single copy of an individual document forming part of the Online Product(s), provided that any limits detailed in clause 3(b) below continue to apply and provided that access credentials, such as Authorised Users' log in names and passwords, are not be given out for the purposes of this clause 3(a)(iii);

(iv) incorporate parts of the Online Product(s) in Course Packs and/or Electronic Reserves to be used by Authorised Users in the course of instruction (but not for Commercial Use) at Your institution and hosted on a Secure Network. Each such item shall be subject to any limits detailed in clause 3(b) below, and shall carry appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, copyright notice, and the Publisher. Copies of such items shall be deleted by You when they are no longer used for such purpose. Course packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorised Users who, in Your reasonable opinion, are visually impaired.

(b) Authorised Users may, subject to clause 4 below:

(i) access, search, view, retrieve and display the Online Product(s) for personal use only;

(ii) for each Online Product, copy and paste a reasonable portion of each title in the collection in question; within this clause 3(b)(ii) 'reasonable' shall be in line with the parameters of the provisions of Fair Use and Fair Dealing under applicable copyright legislation;

(iii) for each Online Product, make printed copies of a reasonable portion of the total collection for personal use; within this clause 3(b)(iii) 'reasonable' shall be in line with the parameters of the provisions of Fair Use and Fair Dealing under applicable copyright legislation;

(iv) transmit to a third party colleague in hard copy or electronically, a reasonable amount of each title from the total collection (provided that such amount is in accordance with the terms of Fair Use under US and UK Copyright law) for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale or commercial purposes. Each item shall carry appropriate acknowledgement of the source;

(v) download the Online Products to a maximum of five hand held devices for their personal use only provided that the limits detailed in this clause 3(b) continue to apply. Notwithstanding the above, whilst the Publisher permits the use detailed in this sub-clause (v), You and Authorised Users acknowledge that the Publisher makes no warranty as to the Online Product(s)'s suitability for or use on such hand held devices and the Publisher expressly excludes all liability towards You and Authorised Users in the event that the Online Products do not function properly or at all on such hand held devices;

(vi) if an Online Product is a database, compilation or collection of information, Authorised Users shall be permitted to extract or use information contained therein for non-commercial purposes only such as educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research or analysis, data mining for purposes of textual analysis and visual mapping of textual relationships, within Your Secure Network only.

(c) In the event that You or Your Authorised Users open more than 600 pdfs forming part of an Online Product in any one hour period, an email shall be sent automatically to the Publisher's administrators. The Publisher's administrators reserve the right to contact Your administrators on receipt of such email to ask You to investigate such usage and ensure it complies with the terms of this Agreement. Breaches of this clause 3(c) may be considered a material breach and You shall have sixty (60) days from the receipt of notice to cure such breach and to notify the Publisher in writing that cure has been effected. If the breach is not cured within the sixty (60) day period, the Publisher shall have the right to terminate this Agreement without further notice.

(d) Nothing in this Agreement shall in any way exclude, modify or affect any of Your statutory rights under applicable copyright law.

(e) You may employ third parties (e.g. library networks, other technical infrastructure systems or commercial operators) to operate the technical system for Secure Authentication and use of the Online Product(s) by Authorised Users.

4. PROHIBITED USES

(a) Neither You nor any Authorised User may:

(i) remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Online Product(s);

(ii) download, mount or distribute all or any part of the Online Product(s) to the Secure Network, or to any other electronic network, including, without limitation, the Internet and the World Wide Web, except as otherwise provided herein;

(iii) engage in systematic copying or downloading of the Online Product(s), or transmit any part of the Online Product(s) by any means to anyone who is not an Authorised User, except as otherwise provided herein;

(iv) allow copies to be stored or accessed by anyone who is not an Authorised User, except as otherwise provided herein;

(v) alter, abridge, adapt or modify the Online Product(s) except to the extent necessary to provide access to Authorised Users under the terms of this Agreement;

(vi) reverse engineer, decompile, disassemble or otherwise alter software;

(vii) make the Online Product(s) available in any other form or medium or create derivative works without the written permission of Cambridge University Press. For permissions information, please follow the 'Rights and permissions' quick-link on the Cambridge website for your region, via <http://www.cambridge.org>;

(viii) maintain downloaded copies of the Online Product(s) after expiration of the Access Period or Your Subscription Period (as applicable), except as otherwise permitted herein.

(b) Except as allowed by clause 3, the Publisher's explicit written permission must be obtained in order to:

(i) use all or any part of the Online Product(s) for any Commercial Use;

(ii) distribute the whole or any part of the Online Product(s) to anyone other than Authorised Users;

(iii) publish, distribute or make available the Online Product(s), works based on the Online Product(s) or works which combine them with any other material, other than as permitted in this Agreement.

5. PUBLISHER'S UNDERTAKINGS

(a) The Publisher warrants to You that the Online Product(s) used as contemplated by this Agreement do not infringe the copyright or any other proprietary or intellectual property rights of any person. The Publisher shall indemnify and hold You harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against You claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply if You or any Authorised User has amended the Online Product(s) in any way not permitted by this Agreement.

(b) The Publisher shall:

(i) make the Online Product(s) available to You from the Server. The Publisher will notify You at least ninety (90) in advance of any anticipated specification change applicable to the Online Product(s). If the changes render the Online Product(s) less useful in a material respect to You, You may within sixty (60) days of such notice treat such changes as a breach of this Agreement under clause 8(a)(i);

(ii) provide You, as soon as possible and no later than thirty (30) days after the Effective Date, with information sufficient to enable You to access the Online Product(s);

(iii) use reasonable endeavours to ensure that the Server has adequate capacity and bandwidth to support Your usage at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement;

(iv) use reasonable endeavours to make the Online Product(s) available to You and Your Authorised Users at all times and on a twenty-four hour basis, save for routine maintenance (which shall be notified to You in advance wherever possible), and to restore access to the Online Product(s) as soon as possible in the event of an interruption or suspension of the service. Publisher shall use reasonable efforts to achieve an average of 98% uptime per month.

(c) The Publisher reserves the right at any time to withdraw from the Online Product(s) any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher shall give written notice to You of such withdrawal. If in Your reasonable opinion, the withdrawal results in the Online Product(s) being no longer useful to You, You may on receipt of such notice terminate this Agreement with immediate effect.

(d) Except as expressly provided in this Agreement, the Publisher makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Online Product(s),

merchantability or fitness of use for a particular purpose. The Online Product(s) are supplied 'as is'.

(e) Except as provided in (a) above, under no circumstances shall the Publisher or the Publisher's Representative be liable to You or any other person, including but not limited to Authorised Users, for any special, exemplary, incidental or consequential damages of any character arising out of the inability to use, or the use of, the Online Product(s). Irrespective of the cause or form of action, the Publisher's aggregate liability for any claims, losses, or damages arising out of any breach of this Agreement shall in no circumstances exceed the Fee paid by You to the Publisher under this Agreement in respect of the Access Period during which such claim, loss or damage occurred.

(f) If the Publisher uses any type of digital watermarking technology for any element of the Online Product(s), such watermarks shall not contain user-related information such as account number or IP address.

6. YOUR UNDERTAKINGS

(a) You shall:

(i) use reasonable endeavours to ensure that Authorised Users are appropriately notified of the importance of respecting the intellectual property rights in the Online Product(s) and of the sanctions which You will impose for failing to do so,.

(ii) use reasonable endeavours to notify Authorised Users of the terms and conditions of this Agreement and take steps to protect the Online Product(s) from unauthorised use or other breach of this Agreement;

(iii) use reasonable endeavours to monitor compliance and immediately upon becoming aware of any unauthorised use or other breach, inform the Publisher and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;

(iv) provide the Publisher, as soon as possible and no later than thirty (30) days after the Effective Date, with information sufficient to enable the Publisher to provide access to the Online Product(s) in accordance with its obligation under clause 5(b) above. Should You make any significant change to such information, You agree to notify the Publisher not less than ten (10) days before the change takes effect;

(v) use best endeavours to ensure that appropriate security is in place in order that only Authorised Users are permitted access to the Online Product(s).

(b) You shall, in consideration of the rights granted under this Agreement, pay the Fee within sixty (60) days of signature and, if applicable, within sixty (60) days of receipt of invoice relating to each subsequent Subscription Period, or according to the payment terms set forth on the invoice. For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value added or similar taxes and You shall be liable for any such taxes in addition to the Fee.

7. INTELLECTUAL PROPERTY RIGHTS

(a) Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

(b) You acknowledge that all rights relating to the Online Product(s) are the sole and exclusive property of Cambridge University Press and that this Agreement does not convey any right, title or interest therein except the right to use and access the Online Product(s) in accordance with the terms and conditions of this Agreement.

(c) In addition to the provisions of clauses 4(a)(i) and 6(a)(i), (ii) and (iii) above, You undertake to ensure that the intellectual property rights of the copyright holder and the

software owners and the moral rights of the authors of the Online Product(s) are not infringed. .

(d) The Online Product(s) in this form are copyright © Cambridge University Press or published under exclusive license from the copyright holder by Cambridge University Press.

8. TERM AND TERMINATION

(a) In addition to any applicable termination provisions detailed in clause 2(b) above, this Agreement shall be terminated with immediate effect if:

(i) the other party commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within sixty (60) days of notification in writing by the other party;

(ii) the other party becomes insolvent or becomes subject to receivership, liquidation or similar external administration;

(iii) access, capacity, or technical services of the Publisher are incapable of providing reliable use of the Online Product(s) or otherwise frustrate Your intent in entering into this Agreement and such technical issues cannot be resolved by the Publisher within sixty (60) days of notification in writing from You;

(iv) the Publisher no longer has the right or capacity to provide the Online Product(s).

(b) This Agreement may be terminated on written notice if:

(i) You serve notice to the Publisher of Your desire to terminate this Agreement with regard to the purchased Online Products, for any reason, no later than sixty (60) days before the end of a calendar year (termination then to occur at the end of that calendar year);

(ii) the Publisher serves written notice to You of its desire to terminate for any reason, no later than six (6) months before the end of a calendar year (termination then to occur at the end of that calendar year).

(c) This Agreement may be terminated by the Publisher if:

(i) You default in making payment of the Fee or any relevant part thereof, and fail to remedy such default within sixty (60) days of notification in writing by the Publisher;

(ii) You commit a wilful material and persistent breach of the Publisher's copyright or other intellectual property rights or of the provisions of clause 3 in respect of usage rights or of clause 4 in respect of prohibited uses.

(d) Except as otherwise provided herein, on termination all rights and obligations of the parties automatically terminate except for any ongoing rights and obligations placed on You in respect of any parts of the Online Product(s) provided to You under the provisions of clause 2(c).

(e) On termination of this Agreement, You shall immediately cease to make available the Online Product(s) to Authorised Users, save as otherwise permitted under the provisions of clause 2(c).

(f) On termination of this Agreement, no Fee relating to the sale of the Online Product(s) paid up to the date of termination shall be re-payable by the Publisher.

9. BRIBERY AND CORRUPTION

(a) You shall;

(i) comply with all applicable laws, regulations, and sanctions relating to anti-bribery and anti-corruption including but not limited to the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010;

(ii) not engage in any activity, practice or conduct which would constitute an offence under these Acts;

(iii) comply with the Publisher's Anti-Bribery and Corruption Policy (http://www.cambridge.org/policy/abc_policy/) as updated from time to time;

(iv) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures, to ensure compliance with anti-bribery and corruption laws and the Publisher's Policy and will enforce them where appropriate;

(v) promptly report to the Publisher any request or demand for any undue financial or other advantage of any kind received by the Licensee in connection with the performance of this Agreement.

(b) You shall ensure that any person associated with You who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person compliance with anti-bribery and corruption laws equivalent to that set out in this Agreement.

10. USE OF AN EXPERT TO RESOLVE DISPUTES

If any difference arises between the parties touching the meaning of this Agreement and the rights and liabilities of the parties, the parties shall first use their best endeavours to resolve such difference between themselves, but in the absence of such resolution shall then refer the matter to an independent expert to be selected by mutual agreement of the parties. Each party shall provide the expert with such information as the expert may reasonably require for the purposes of determination. The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable. The decision of the expert shall be final and binding on the parties.

11. DATA PROTECTION

You understand that the Publisher acts in accordance with the UK Data Protection Act 1998 and **Personal Data** has the meaning given to it under said Act. The Publisher will use any Personal Data You provide in connection with the administration of and fulfilment of the services provided under this Agreement, and as may be further detailed in the Publisher's Privacy Policy (<http://www.cambridge.org/policy/privacy/>) which may be revised from time to time. You understand that any Personal Data You provide may be transferred to the Publisher's offices throughout the world, namely Europe, the Middle East and Africa; the Americas; and Asia-Pacific, in order for the Publisher to fulfil its obligations under this Agreement. This clause shall survive termination of this Agreement.

12. GENERAL

(a) This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Agreement, whether oral or written.

(b) Alterations or amendments to this Agreement and to the Schedules and Appendices to this Agreement are only valid if they are recorded in writing and signed by both parties.

(c) This Agreement may not be assigned by either party to any other person or organisation except as provided under clause 11(d) below, nor may either party subcontract any of its obligations (except as provided in this Agreement in respect of the management and operation of the Server) without the prior written consent of the other party, which consent shall not unreasonably be withheld.

(d) If rights in all or any part of the Online Product(s) are assigned by the Publisher to another publisher, the Publisher shall use all reasonable endeavours to ensure that the terms and conditions of this Agreement are maintained.

(e) Neither party's delay or failure to perform any provision of this Agreement, as a result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement. However, in the event that such default or delay continues for a period of more than 90 days, the non-defaulting party shall have the right to terminate this Agreement on 30 days' written notice unless the default or delay is cured within the 30-day notice period.

(f) Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Agreement or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within fourteen (14) days of posting.

(g) Either party's waiver or failure to require performance by the other of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

(h) If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.

AS WITNESS the hands of the parties the day and year below first written

FOR CAMBRIDGE UNIVERSITY PRESS

Name: [Text Deleted]

Signature: [Text Deleted]

Position/Title: Director of Legal Services
and Governance

Date: 21 August 2012

FOR UNIVERSITY OF CALIFORNIA SAN DIEGO

Name: [Text Deleted]

Signature: [Text Deleted]

Position/Title: Head, Library Acquisitions

Date: 5 Sept. 2012

**SCHEDULE 1
LIBRARY PREMISES AND ACCESS METHOD**

List institution name, library premises, contact name, telephone, email, and relevant IP ranges

Institution	Contact	IPs
UC San Diego	[Text Deleted] [Text Deleted] [Text Deleted]	See attached (Appendix 2)

ACCESS METHOD: IP Recognition

AS WITNESS the hands of the parties the day and year below first written

FOR CAMBRIDGE UNIVERSITY PRESS

Name: [Text Deleted]

Signature: [Text Deleted]

Position/Title: Director of Legal Services
and Governance

Date: 21 August 2012

FOR UNIVERSITY OF CALIFORNIA SAN DIEGO

Name: [Text Deleted]

Signature: [Text Deleted]

Position/Title: Head, Library Acquisitions

Date: 5 Sept 2012

[Faint, illegible handwritten text]

APPENDIX 1: ONLINE PRODUCTS

Online Product(s):

Online Product(s)	Subscription Period	Perpetual Access
Cambridge Books Online	N/A	Yes

University of California San Diego may also order Cambridge Online titles via YBP Library Services; titles ordered via YBP shall be considered as purchased under the terms of this Agreement

Fee: As Invoiced

The Annual Access Fee for Cambridge Books Online from November, 2012 shall be [Text Deleted] annum. Prior to a new calendar year commencing, the Annual Access Fee is subject to change at the Publisher's sole discretion, but in any event shall not amount to an increase of more than 5% per year.

In the event the California Digital Library (CDL) elects at a later date to purchase the same Online Products for a number of University of California campuses in addition to University California San Diego (UCSD), the Publisher will either deduct the aggregate amount that UCSD paid for such products from the Fees charged to CDL, or clearly factor this amount into the quotes provided to CDL for the consortial purchase.

AS WITNESS the hands of the parties the day and year below first written

FOR CAMBRIDGE UNIVERSITY PRESS

Name: [Text Deleted]

Signature: [Text Deleted]

Position/Title: Director of Legal Services
and Governance

Date: 21 August 2012

FOR UNIVERSITY OF CALIFORNIA SAN DIEGO

Name: [Text Deleted]

Signature: [Text Deleted]

Position/Title: Head, Library Acquisitions

Date: 5 Sept. 2012

APPENDIX 2
University of California San Diego IP Addresses

[Text Deleted]

Proxy Servers (incorporated in the ranges above):

[Text Deleted]

VPN: (incorporated in the ranges above):

0.0.0.0