

LICENSE AGREEMENT THIEME INSTITUTIONAL SALES

between

Thieme Publishers New York, a company
333 Seventh Avenue, New York, NY 10001, USA
- hereinafter referred to as the "Publisher"-

and

University of California, San Diego
9500 Gilman Dr 0175A
La Jolla, CA 92093-0175A
- hereinafter referred to as the "Licensee"-

1. Subject of the Agreement

1.1 The Publisher, as the owner of the reproduction rights, hereby grants the Licensee a restricted, non-transferable, non-exclusive right to use the digitalised online edition of the Publisher's works and/or web-based software applications, including any new editions/updates developed by the Publisher, under the terms and conditions specified below (hereinafter called the "Licensed Works")

The Licensed Works are listed in a separate Attachment. Any additional works will be licensed by means of a supplement or amendment to said Attachment, by mutual consent between the Parties; the terms of the present Agreement shall also apply to any additional works.

The rights of use granted to the Licensee with regard to authorized persons or Sites are specified in the Attachment.

1.2 The Publisher will usually make the licensed works available on a server so that said works can be accessed via the Internet. All persons authorized to use said works may display the licensed works by means of read-only access, and they may also locally store or print out individual articles and other items in a reasonable number for individual use. These articles may, however, not be stored in electronic or electro-magnetic form beyond this limit, and no further reproductions of these articles or the Licensed Works (not even in part) shall be permitted. In principle, the Licensee may access the Licensed Works via the Internet Protocol (hereinafter, "IP") addresses (authentication via the IP address) to be indicated by the Licensee. However, the Licensee may also access the licensed works via passwords in individual cases.

1.3 The Licensed Works are copyright-protected in the name of the Publisher. Any further use or the transfer of the rights of use is subject to the prior written consent of the Publisher.

2. Provision of the Licensed Works

The Publisher will make the Licensed Works available for access on the agreed date of provision, but no earlier than within five (5) business days following receipt of the signed Agreement. The date of provision regarding the Licensed Works is indicated in the Attachment.

The Licensee will notify the Publisher of the necessary information (such as IP address, system administrator, relevant contact

addresses, etc.) no later than two (2) weeks prior to the date of provision of the Licensed Works.

3. License Fee – Adjustment – Due Date

3.1 The license fee for the Licensed Works to be paid per calendar year is stipulated in the Attachment. In addition, the relevant factors with regard to the license fee when this Agreement is concluded are also indicated in the Attachment.

In the event that the license fee – as indicated in the Attachment – depends on the number of Sites of the Licensee, the number of authorized persons, the total number of staff, or any other factor, the Licensee will notify the Publisher of any material change without delay. The term 'material' – in relation to the relevant Licensed Work – means any change in relation to the number of authorized persons or to the total number of staff with regard to the threshold value indicated in the Attachment, or any change in the number of Sites, or any change with regard to other factors. In this case, the Publisher will be entitled to adjust the license fee at its own reasonable discretion. It will be obliged to do so if any changes arise in favor of the Licensee. Such adjustment will be made with effect from the calendar year following the year in which the adjustment has occurred. If the Licensee fails to promptly notify the Publisher of any change that has occurred in its favour, the Licensee may only request an adjustment from the point in time when the change notice has been received.

3.2 In addition to the license fee according to section 3.1 – in connection with the attachment specified therein –, any VAT or other sales tax amount that may have accrued under the relevant statutory requirements must be paid in the respective statutory amount. This does not apply to tax exempt institutions.

3.3 The Publisher will charge the license fee for all Licensed Works on a yearly basis and in advance, i.e. on a prorata basis for the respective work - or as indicated in the Attachment –, in the year when the Agreement is concluded, including –if applicable– any VAT or sales tax accrued, and will be due for payment thirty (30) days after the invoice date without deduction.

3.4 The Licensee may only offset any claim against the Publisher if such claim is uncontested or has been adjudicated by means of a final (non-appealable) judgement of a court of law. If a claim is made, the Licensee must continue to pay the license fee before the claim is adjudicated.

3.5 The Publisher may adjust the license fee for the Licensed Works as indicated in the Attachment annually at its own reasonable discretion.

The Publisher will notify the Licensee of any increase in the license fee no later than four (4) months prior to the effective date of such increase so that the Licensee may (if necessary) avail itself of its right of termination, in accordance with section 5.1.

4. Limitation of Liability

4.1 In the event of any malfunction with regard to the server of the Publisher, the obligation to pay the license fee will be reduced to the extent of such malfunction, until such malfunction has been eliminated. This shall not apply to malfunctions which are of minor importance in relation to the term of this Agreement, or in the case of routine maintenance work.

Furthermore, either Party may terminate this Agreement upon written notice with regard to the Licensed Works affected by such malfunction if the malfunction has not been eliminated within one month.

4.2 (a) Representations and Warranties. Each party represents and warrants (i) it has the right, power and authority to enter into this Agreement and to fully perform its obligations hereunder and grant the rights granted herein, and (ii) upon execution and delivery hereof, this Agreement shall constitute the valid and binding obligations of the party.

(b) Disclaimer of Warranty. THE PARTIES MAKE NO WARRANTIES OTHER THAN THE LIMITED WARRANTIES STATED IN THIS AGREEMENT. THE PARTIES WAIVE ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO (i) IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, (ii) WARRANTIES AS TO THE QUALITY OR PERFORMANCE OF THE MATERIALS, INFORMATION, GOODS, SERVICES, TECHNOLOGY AND/OR EDITORIAL CONTENT PROVIDED UNDER THIS AGREEMENT.

(c) Limitation of Liability. NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR PENALTIES INCLUDING, BUT NOT LIMITED TO, LOSSES OF BUSINESS REVENUE OR ANTICIPATED PROFITS. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF THE CAUSE OF ACTION UNDER WHICH SUCH DAMAGES ARE SOUGHT, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, WHETHER OR NOT THE PARTIES WERE OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PRUPOSE.

5. Term of the Agreement – Termination

5.1 This Agreement is concluded for an indefinite period and may be terminated by either Party with three (3) months' notice prior to the end of a calendar year, and, on the first occasion, with effect from the point in time indicated in the Attachment.

if, for the termination of individual Licensed Works, no separate license fee is specified in the Attachment for the terminated

works, the Publisher will be obliged to adjust the license fee at its own reasonable discretion in such a case.

5.2 Each notice of termination must be given in writing.

6. Final Provisions

6.1 The Licensee will treat as confidential any commercial, technical or other information – including the terms of this Agreement – which the Licensee has become aware of during this contractual relationship, except where prohibited by law. This shall also apply to the period following the termination of the Agreement.

6.2 The Publisher is entitled to transfer the contractual relationship to a third party in the event of any disposal of the Licensed Works. The third party receiving the Licensed Works will become the exclusive contracting party of the Licensee, including all rights and obligations resulting from the contractual relationship.

6.3 Regardless of the place of its physical execution, this Agreement and all matters and issues collateral hereto shall be interpreted under and governed exclusively by the internal laws of the State of California, without reference to its conflict of laws rules.

6.4 Any amendments or supplements to this Agreement must be made in writing to be legally effective. No verbal ancillary agreements have been made.

6.5 If any of the provisions of this Agreement is held to be or becomes invalid, this will not affect the legal effectiveness of the other terms of this Agreement. The voided provision may be replaced by a provision which is as close as possible to the intended commercial purpose of the voided provision in a legally permissible manner.

California,

____ [Text deleted] _____

Head Acquisitions UCSD Libraries
California Digital Library [Text deleted]

UNIV OF CALIF., SAN DIEGO

9/23/11

New York,

____ [Text deleted] _____

[Text deleted]
Thieme Pub'

____ [Text deleted] _____

[Text deleted] President
Thieme Publishers New York

Attachment to the License Agreement

between

Thieme Medical Publishers, Inc., a company

and

University of California – San Diego

a) Cf. 1.1 Licensed Works

Thieme Teaching Assistant Anatomy

Licensed Works shall mean, but not be limited exclusively to, the Thieme Teaching Assistant Anatomy website, its images, the software, server files and the accompanying material produced and distributed by the Publisher.

According to the Thieme Teaching Assistant Anatomy brochure.

b) Cf. 1.1 Sites and IP-addresses of the licensee:

University of California – San Diego
[Text deleted]

A Site is defined as one campus community as listed above defined by Internet Protocol ("IP") addresses administered centrally by the campus and provided to Thieme.

c) Cf. 1.1 Authorized Users:

Authorized Users are defined as permanent or temporary employees, including students, who work within the premises of the sites given above. For academic institutions walk-in members of the general public are considered Authorized Users when using terminal within the sites of the Licensee given above.

Making available the Licensed Works to the Authorized Users outside the locations of the Licensee (e. g., remote access via virtual private network) shall be permitted.

Licensee will notify the Publisher only of any significant changes in the number of Authorized Users.

d) Cf. 2 Date of Provision

01 August 2011

e) Cf. 3.1 Annual License Fee

The license fee for the year 2011 is US[Text deleted] excl. VAT.

The pro rated license fee for the year 2011 is US[Text delete] excl. VAT.

f) Cf. 3.1 Material Changes

An additional and separate License Agreement is needed if the Licensee intends to include Sites that are not part of this agreement.

g) Cf. 5.1 Termination of the License Agreement

on the first occasion effective for January 1, 2012.

h) Additional Agreement

In addition to the rights granted (cf. 1.2), Publisher hereby grants to the Authorized Users of the Licensee the following

The signatory confirms that access to the Licensed Works is strictly limited to the Sites and IP addresses as specified in this Attachment.

non-exclusive, non-assignable rights: request, save, display, edit, export and print images, tables, or other content from the Licensed Work for personal and non-commercial educational purposes use only.

This right of usage for the content from the Licensed Work is limited to:

- a) displaying images as part of a classroom presentation with software such as MS PowerPoint.
- b) printing handouts to supplement a presentation, test or other teaching materials will be limited to a reasonable amount.
- c) posting a presentation and its accompanying materials onto a password-protected Intranet.
- d) course-packs are permitted.

The usage of the material from the Licensed Work is subject to the following limitations:

- a) The Authorized Users may not post any of the images onto a public website without the expressed, written permission of the Publisher.
- b) Authorized Users are not permitted to sell or otherwise commercially use the content of the Licensed Works, whether these be the images collectively or individually, nor shall they be permitted to sell or commercially use a document or presentation which contains the images without express written permission of the Publisher.
- c) The Authorized Users will not change, adapt, transform, dismantle, or translate the contents on the website or create derived works on the basis of the provided contents.
- d) The Authorized Users may not include the images, individually or as a part of a presentation or document, on a CD/DVD or any other electronic media including but not limited to diskette, FTP, or email. The images shall not be sublicensed or made available for use or distribution as prints, negatives, positives, mats, engravings, animations, art for reproduction, any form of stock design, etc.. No rights to the images will be granted, other than the right to use the images as stated explicitly herein.
- e) The Authorized Users may not enlarge the images for poster or trial exhibits without the expressed, written permission of the Publisher.
- f) The Authorized Users will not translate, disassemble, or otherwise reduce the program code of the Licensed Work into any other perceptible form. The Authorized Users will not modify, rent, lease, loan, distribute, or create derivative works based upon the website in whole or in part. The Authorized Users shall take all necessary precautions to prevent any unauthorized use or dissemination of the website content. Rights assigned to the Authorized Users in this agreement are not transferable. The Authorized Users may not use the website in whole or in part for any commercial applications.
- g) Images used in an electronic form, including multimedia applications and intranet sites, are for viewing purposes only. These must be prepared as embedded or inline graphics and cannot be downloadable or hosted for access via FTP or other online protocols.
- h) The Authorized Users may not include any images or tables in any publication, such as a book, journal article, website, or any other commercial or non-commercial application not expressly granted herein without the expressed, written consent of the Publisher.

Following the termination of the License Agreement or this Attachment to the same, the Authorized Users shall be permitted to continue to display images, tables and other content as part of a classroom presentation and handouts as allowed for, provided however that the Authorized Users shall not be permitted to use such images, tables, and other content in newly created presentations and/or handouts, and that the rights to use such images, tables, and other content shall terminate when such presentations are deleted or removed.

The Authorized Users must display the following credit line each time an image, table or other content appears: ["Gilroy et al., Atlas of Anatomy. All rights reserved. © Thieme 2008, www.thieme.com"]

To request permissions to use the images on the Licensed Work in a matter not permitted by this License Agreement, please write to:

permissions@thieme.com or

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

This license will automatically renew for one year increments unless cancelled by either party. Publisher will provide prices to Licensee within 120 days of end of the calendar year, and Licensee must provide notice of termination prior to November 1 or license will automatically renew.

Licensors warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

INDEMNITIES: The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User. **NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.**

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, 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.

In the event of any conflict between the terms of the Frame Contract and this Attachment, the terms of this Attachment shall prevail.



California, .

[Text deleted]

[Text deleted]

University of California – San Diego

9/23/11.

New York, August 1 2011

[Text deleted]

[Text deleted]

Account Manager
Thieme Medical Publishers, Inc.

[Text deleted]

[Text deleted]

President
Thieme Medical Publishers, Inc.

Attachment to the License Agreement

between

Thieme Medical Publishers, Inc., a company

and

University of California – San Diego

a) Cf. 1.1 Licensed Works

Thieme eJournals Backfiles (licensed titles and volumes)

1. American Journal of Perinatology (1983–1999)
2. Endoscopy (1969–1999)
3. Hormone and Metabolic Research (1969–1999)
4. International Journal of Sports Medicine (1980–1999)
5. Pharmacopsychiatry (1968–1999)
6. Planta Medica (1953–1999)
7. Seminars in Liver Disease (1981–1999)
8. Seminars in Neurology (1981–1999)
9. Seminars in Thrombosis and Hemostasis (1974–1999)
10. The Thoracic and Cardiovascular Surgeon (1953–1999)

b) Cf. 1.1 Sites and IP-addresses of the licensee:

A Site is defined as one campus as listed below defined by Internet Protocol (:IP*) addresses administered centrally by the campus and provided to Thieme.

The signatory confirms that access to the provided Journals is strictly limited to the Sites and IP addresses as specified in this Attachment.

University of California – San Diego

IP_START_D IP_END_DIS

c) Cf. 1.1-1.2 Authorized users & rights of use:

Authorized users are defined as permanent or temporary employees, including students, who work within the premises of the sites given above. For academic institutions walk-in members of the general public are considered Authorized users when using terminals within the library sites of the Licensee given above.

Making available the provided Journals to the Authorized users outside the locations of the Licensee (e. g., remote access via virtual private network) shall be permitted.

Subscriber may fulfil requests from other Institutions, a practice commonly called Interlibrary Loan. Licensee agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC 108, "Limitations on exclusive rights: Reproduction by libraries and archives") and the Guidelines for the Proviso of Subsection 108(g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

Subscriber and Authorized Users may make all use of the Licensed Materials as is consistent with United States and international copyright laws.

d) Cf. 2 Date of Provision

May 1, 2012

e) Cf. 3.1 License Fee

Perpetual Access to back volumes of the titles listed under a) is provided against payment of a one-off fee to the amount of [Text deleted]

f) Cf. 3.1 Material Changes

An additional and separate License Agreement is needed if the Licensee intends to include Sites that are not part of this agreement.

g) Cf. 4.2 Warranties

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

INDEMNITIES: The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User. **NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.**

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, 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.

h) Cf. 5 Term of the Agreement

Publisher shall provide continuing access for Subscriber to the listed backfiles in this Agreement, either from the Publisher's server or from a third party's server. In the event of a permanently discontinued backfile access from the Publisher's server Subscriber can either access the backfile from a third party's server (e.g., PORTICO, CLOCKSS) or Publisher will provide the backfiles against the payment of a data delivery fee. Subscriber and Authorized Users may continue to use provided backfiles in accordance with the provisions of this agreement.

i) Additional Agreements

The use and practice of course-reserves, course-packs and scholarly sharing is permitted.

In the event of any conflict between the terms of the Frame Contract and this Attachment, the terms of this Attachment shall prevail.

If, in the future, the California Digital Library (CDL) purchases the Licensed Works for a number of University of California campuses in addition to UCSD, Publisher will provide the Subscriber a one-time refund of the campus price paid by CDL.

California, May 1, 2012

[Text deleted]

University of California - San Diego
[Text deleted], Head, Acquisitions

New York, May 1, 2012

[Text deleted]

[Text deleted]
Thieme Medical Publishers, Inc.

[Text deleted]

[Text deleted]
Thieme Medical Publishers, Inc.

[Text deleted]



Attachment to the License Agreement

between

Thieme Medical Publishers, Inc., a company

and

University of California – San Diego

a) Cf. 1.1 Licensed Works

Thieme eJournals (licensed titles and volumes)

1. American Journal of Perinatology (2000-)
2. Endoscopy (2000-)
3. Hormone and Metabolic Research (2000-)
4. International Journal of Sports Medicine (2000-)
5. Pharmacopsychiatry (2000-)
6. Seminars In Liver Disease (2000-)
7. Seminars In Neurology (2000-)
8. Seminars in Thrombosis and Hemostasis (2000-)
9. The Thoracic and Cardiovascular Surgeon (2000-)

[Text deleted]

[Text deleted]

[Text deleted]

[Text deleted]

[Text deleted]

b) Cf. 1.1 Sites and IP-addresses of the licensee:

A Site is defined as one campus as listed below defined by Internet Protocol (:IP*) addresses administered centrally by the campus and provided to Thieme.

The signatory confirms that access to the provided journals is strictly limited to the Sites and IP addresses as specified in this Attachment.

University of California – San Diego



[Text deleted]

c) Cf. 1.1-1.2 Authorized users & rights of use:

Authorized users are defined as permanent or temporary employees, including students, who work within the premises of the sites given above. For academic institutions walk-in members of the general public are considered Authorized users when using terminals within the library sites of the Licensee given above.

Making available the provided Journals to the Authorized users outside the locations of the Licensee (e. g., remote access via virtual private network) shall be permitted.

Subscriber may fulfil requests from other Institutions, a practice commonly called Interlibrary Loan. Licensee agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC 108, "Limitations on exclusive rights: Reproduction by libraries and archives") and the Guidelines for the Proviso of Subsection 108(g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

Subscriber and Authorized Users may make all use of the Licensed Materials as is consistent with United States and international copyright laws.

d) Cf. 2 Date of Provision

June 1, 2012

e) Cf. 3.1 License Fee

[Text delete]

The license fee for 2012 will be [Text delete] . . . etual access to all issues 2000 and later is included with paid current year online subscription. Journals as listed above may be subscribed, managed and paid through a mutually agreed subscription vendor at appropriate rates for Subscriber.

f) Cf. 3.1 Material Changes

An additional and separate License Agreement is needed if the Licensee intends to include Sites that are not part of this agreement.

g) Cf. 4.2 Warranties

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

INDEMNITIES: The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User. **NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.**

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, 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.

h) Cf. 5 Term of the Agreement

This license will automatically renew for one year increments unless cancelled by either party.

Individual journal subscriptions may be cancelled and upon their expiration, the Publisher shall provide continuing access for Subscriber from 2000 through to that part of the licensed material which was published within the subscription period. Access will be provided either from the Publisher's server or from a third party's server for a period of five years, beginning with the termination of the subscription. After expiry of the five years as indicated above, the subscriber has the option to continue using the licensed material from Publisher's server

against payment of an annual maintenance fee or Publisher will provide Subscriber electronic files of the licensed material against the payment of a data delivery fee. Subscriber and Authorized Users may continue to use the licensed material in accordance with the provisions of this agreement.

In addition Licensor mandates the creation of an independent archival version of the Licensed Works through certified service providers (e.g., PORTICO, CLOCKSS).

i) Additional Agreements

The use and practice of course-reserves, course-packs and scholarly sharing is permitted.

In the event of any conflict between the terms of the Frame Contract and this Attachment, the terms of this Attachment shall prevail.

California, June 1, 2012

[Text deleted]

[Text deleted]
Head, UCSD Library Acquisitions
University of California – San Diego

New York, June 1, 2012

[Text deleted]

[Text deleted]
Thieme Medical Publishers, Inc.

[Text deleted]

[Text deleted]
Thieme Medical Publishers, Inc.

[Text deleted]

VB

alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized Users. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, 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.

h) Cf. 5 Term of the Agreement

Licensor shall provide continuing access for Licensee to the listed materials in this Agreement, either from the Licensor's server or from a third party's server. In the event of permanently discontinued access from the Licensor's server Licensee can either access the Licensed Materials from a third party's server (e.g. PORTICO) or Licensor will provide electronic files of the Licensed Materials against the payment of a reasonable data delivery fee. Licensee and Authorized Users may continue to use the provided files of the Licensed Materials in accordance with the provisions of this agreement.

i) Additional Agreements

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La Jolla, CA,

[Text deleted]

Adi Collection Services

University of California – San Diego

New York, NY,

[Text deleted]

[Text deleted] Account Manager
Thieme Medical Publishers, Inc.

[Text deleted]

[Text deleted] Director of Institutional Sales
Thieme Medical Publishers, Inc.

Perpetual access to all issues 2000 and later is included with paid current year online subscription. Journals as listed above may be subscribed, managed and paid through a mutually agreed subscription vendor at appropriate rates for Subscriber.

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INDEMNITIES: The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

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h) Cf. 5 Term of the Agreement

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Individual journal subscriptions may be cancelled and upon their expiration, the Publisher shall provide continuing access for Subscriber from 2016 through to that part of the licensed material which was published within the subscription period. Access will be provided either from the Publisher's server or from a third party's server for a period of five years, beginning with the termination of the subscription. After expiry of the five years as indicated above, the subscriber has the option to continue using the licensed material from Publisher's server against payment of an annual maintenance fee or Publisher will provide Subscriber electronic files of the licensed material against the payment of a data delivery fee. Subscriber and

Authorized Users may continue to use the licensed material in accordance with the provisions of this agreement.

In addition Licensor mandates the creation of an independent archival version of the Licensed Works through certified service providers (e.g., PORTICO, CLOCKSS).

i) Additional Agreements

The use and practice of course-reserves, course-packs and scholarly sharing is permitted.

In the event of any conflict between the terms of the Frame Contract and this Attachment, the terms of this Attachment shall prevail.

California , August 4, 2016

[\[Text deleted\]](#)

[\[Text deleted\]](#)
Associate University Librarian Collection Services
University of California – San Diego

New York, August 4, 2016

[\[Text deleted\]](#)

[\[Text deleted\]](#), Director Sales
Thieme Medical Publishers, Inc.

[\[Text deleted\]](#)

[\[Text deleted\]](#) Senior Vice President
Thieme Medical Publishers, Inc.