



**PRODUCT SPECIFIC TERMS**  
**Schedule 3**  
**University of California – San Diego Elsevier Master**  
**Agreement dated December 12, 2014**  
**Clinical Pharmacology powered by ClinicalKey®**

The parties hereto agree as follows:

1. **Products.** Elsevier hereby grants to Client a non-exclusive, non-transferable, right to access and use Clinical Pharmacology powered by ClinicalKey (“Clinical Pharmacology”) content and functionality as it exists as of the effective date of this Schedule, including ongoing updates to then-existing content, and any ongoing enhancements to then-current functionality as identified in Annex A to this Schedule (“Subscriptions”) and provide the Subscriptions to its Authorized Users (as defined herein) subject to the terms and conditions of the Master Agreement, which is incorporated in this Schedule by reference. The Subscriptions are “Products” (as defined in the Master Agreement).
2. **Authorized Users/Sites.** Authorized Users are the full-time and part-time students, faculty, staff and researchers of Client and individuals who are independent contractors or are employed by independent contractors of Client affiliated with Client’s locations listed on Annex B (the “Sites”), which is attached to and incorporated in this Schedule by reference, and individuals using computer terminals within the library facilities at the Sites permitted by Client to access the Subscriptions for purposes of personal research, education or other non-corporate use (“Walk-in Users”).
3. **Authorized Uses.** Each Authorized User may:
  - access, search, browse and view the Subscriptions;
  - print, download and store a reasonable portion of individual items from the Subscriptions for the exclusive use of such Authorized User;
  - incorporate links to the Subscriptions on Client’s intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;
  - print out single copies of patient education handout sheets, monographs, and product information and images from the Subscriptions to reactively supply to Client’s patients and customers in response to their requests for medical information about their prescription or over-the-counter drug purchases.
4. **Access to Subscriptions.** Elsevier will make the Subscriptions accessible to Client and its Authorized Users from the internet address(es) set forth on Annex A or as may be otherwise set forth herein.
5. **Authentication.** Access to the Subscriptions will be authenticated by the use of Internet Protocol (“IP”) address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Annex B. Distribution of usernames, passwords, credentials or otherwise providing remote access to the Subscriptions by Authorized Users who are Walk-in Users is not permitted.
6. **Quality of Service.** Elsevier will use reasonable efforts to provide the Subscriptions with a quality of service consistent with industry standards, specifically, to provide continuous service with an

average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to Client and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

- 7. **Fees.** Client shall pay to Elsevier the Fees set forth in Annex A pursuant to the terms and conditions of the Master Agreement.
- 8. **Term.** This Schedule will be effective as of **May 1, 2017** and shall expire on **April 30, 2020**. Thereafter, this Schedule will automatically renew for successive one (1) year terms, subject to appropriate adjustments to the Fees, unless either party gives the other party written notice of its intent not to renew this Schedule no later than sixty (60) days prior to the end of the then-current term. Elsevier will provide renewal pricing information no later than 75 days prior to the end of the then-current term
- 9. **Clinical Pharmacology Clinical Calculators Customization.**  
Clinical Pharmacology Clinical Calculators drug dosage concentration default values and other settings may be customized by Client's designated administrators for Client's institution-specific protocols and procedures. Customization requires individual online registration by such administrators on the Clinical Pharmacology website. Elsevier will use commercially reasonable efforts to keep the customized default values and settings protected against unauthorized access, loss, misuse, alteration or disclosure through the use of appropriate security measures. Elsevier assumes no liability or indemnity obligation to client related to customization or alteration of the Clinical Calculators.
- 10. **Usage Data Reports.**  
Elsevier will provide monthly usage data reports on the Client's usage activity, on-line or by email upon the Client's request (no more frequently than once per month), to the librarians/administrators employed by the Client. The Client reserves the right to collect, analyze, and make results of such analysis available to both internal and external constituencies of usage data compiled by Elsevier and made available to the Client. Such reports may be accessed by vendors or other third parties retained by the Client solely for the purpose of usage analysis by the Client and may not be accessed or used by vendors or third parties for any other purposes.

**UNIVERSITY OF CALIFORNIA – SAN DIEGO**  
**(Client)**

[Text deleted]

**Name: Title:**

**Date:** 5/5/17

**ELSEVIER INC.**  
**(Elsevier)**

DocuSigned by:

[Text deleted]

**Name:**

**Title:** SVP & GM

**Date:** 5/9/2017

**Annex A to Schedule 3**  
**Products/Access/Fees**

**UNIVERSITY OF CALIFORNIA – SAN DIEGO**

**No. 1-13065872888**

<b>Products – publisher</b>	<b>Access</b>	<b>5/1/2017- 4/30/2018 Fees</b>	<b>5/1/2018- 4/30/2019 Fees</b>	<b>5/1/2019- 4/30/2020 Fees</b>
<b>Clinical Pharmacology powered by ClinicalKey® – Elsevier Inc.</b>	clinicalkey.com/pharmacology	\$[Text deleted]	[Text deleted]	\$[Text deleted]
<b>TOTAL FEES</b>		\$[Text deleted]	\$[Text deleted]	\$[Text deleted]

**Annex B to Schedule 3**  
**Sites/Authentication**

**Client:** University of California – San Diego

<b>Sites:</b>	<b>No. of Authorized Users</b>	<b>Authentication:</b>
University of California – San Diego	Unlimited	[Text deleted] [Text deleted]

**Estimated total number of Authorized Users: unlimited**

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, Client) are not Sites, unless expressly stated above.

Client will promptly notify Elsevier of any material changes in the number of Authorized Users which changes may result in Elsevier terminating this Schedule at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.