

Site License Agreement

for

NATURAL MEDICINES
COMPREHENSIVE DATABASE



1. This Agreement is between Therapeutic Research Faculty (“we,” “us” or “our”) and University of California San Diego Medical Library (“you” or “your”).
2. In return for the payment described below and subject to the other terms and conditions of this Agreement, we hereby grant to you a limited, non-exclusive, non-transferable license to (i) access and display on selected computer monitors as specified below content from www.naturaldatabase.com (the “*Database*”); (ii) download to hard copy reasonable, limited, discrete portions of the *Database*, including for inclusion in patient charts and/or records; and (iii) download to hard copy single copies of Patient Education Handouts for the purpose of contemporaneously providing the hard copy to an individual patient or patient representative, in each circumstance only for your internal business purposes, including your authorized employees’ and your medical staff members’ professional responsibilities related to health care practice, research, and education. Except as specifically provided in this Agreement, you may not download to or store in hard-copy or electronic form any portion of the *Database*; sell, license, or otherwise permit others to use the *Database* for commercial purposes or for purposes other than those intended by this Agreement; or print Patient Education Handouts in advance or in quantities greater than will be given to patients or patient representatives within 24 hours of printing. Without limiting the generality of the foregoing, please note that the reformatting or storage of data from the *Database* for use in handheld wireless devices expressly is prohibited with the exception of content that is presented with a download option.
3. This license is limited to (i) University of California San Diego faculty, staff, students and walk-in library patrons for on-site access only at the following locations: University of California San Diego – La Jolla campus [text removed]; University of California San Diego Medical Center Library and Hospital – [text removed]; Thornton Hospital, [text removed] (includes access for Hospital Drug Information Center and one Poison Control Center IP address); San Diego Children’s Hospital, [text removed]; and San Diego VA Hospital, [text removed]; as well as (ii) your faculty, staff, and students for remote-access via proxy with university ID login. This license does not authorize use of the *Database* by any person working for the benefit of an outside drug information center or poison control center. Under no circumstances may you or any of your authorized users provide access to or reproductions of all or any portion of the *Database* to any person not specifically authorized herein.
4. This license authorizes a maximum of two (2) concurrent users of the *Database* (i.e., no more than the specified number of your users may have simultaneous access to the *Database*). The number of concurrent users may be increased at any time by mutual consent and subject to an additional fee.
5. Authorized access to the *Database* is permitted only via your server(s) and computers that you have authorized to access your server(s) in the ordinary course of your business. You will provide to us at the time this Agreement is executed an IP address (or range of IP addresses) that represents the computer(s) authorized to access the *Database* as described in this Agreement, and you certify that the IP address or range of addresses does not include any computers other than the ones described in Paragraph 3.
6. You agree to make reasonable efforts to ensure that no one other than the persons authorized in paragraph 3 obtain access, electronically or otherwise, to the *Database*, and that access is not allowed by unauthorized persons. In addition, you agree to make reasonable efforts to insure that all of your authorized users are aware of, understand, and abide by the terms and conditions of this Agreement. In the event that you have reason to believe that someone has obtained unauthorized access to the *Database*, you agree (i) to notify us within 30 days of all information in your possession regarding such potential unauthorized access, (ii) to take reasonable action to resolve the unauthorized access, and (iii) to cooperate with us in resolving the unauthorized access. Your compliance with this paragraph is a material term of this Agreement. We will not hold you liable for unauthorized access if you comply with this paragraph, unless you or your authorized user willfully breached the limitations on this license.
7. The fee for this license consists of a base fee plus a fee for each concurrent user. For the initial year of this Agreement, the total fee shall be [text removed].

8. This Agreement shall have a term of one year commencing on July 26, 2004 and shall automatically renew for additional, successive one-year terms unless you give to us written notice of non-renewal at least 30 days prior to the expiration of the then-current term. We will send a renewal invoice to you approximately 60 days prior to the expiration of the then-current term, which shall reflect our then-current fees for a license of this scope. For the first year and any subsequent year of this Agreement, you agree to deliver payment to us within 30 days of your receipt of our invoice unless you elect not to renew the Agreement. Timely payment is a material term of this Agreement. During any term of this Agreement, if either party breaches a material term, the other party may terminate the Agreement upon 30 days written notice to the breaching party, and the termination shall be effective on the 31st day after the sending of notice unless the breach is first cured or the notice is withdrawn. In addition, we may terminate this Agreement for any reason or no reason effective upon written notice to you if we tender a prorated refund of the fee you paid for the then-current term of the license. The terms of paragraphs 6 and 9-12 shall survive the termination or expiration of this Agreement.
9. You and we each agree to keep confidential, except as otherwise required by law, all information belonging to the other obtained through the performance of this Agreement that constitutes business, technical, or financial information that is proprietary, confidential, or non-public in nature and that is designated as confidential or proprietary, or which, under the circumstances, reasonably ought to be treated as such.
10. We anticipate that the *Database* will be available for access 24 hours per day throughout the year and we agree to make every reasonable effort to resolve promptly any disruption of access or other error in connection with the *Database*. If the *Database* is not available for your access you will be entitled to a prorated refund of the fees you have paid for this license for such period of disruption, however no refund will be made if the *Database* is available and your inability to access it is due to connectivity problems related to your network and/or internet service provider(s). We disclaim all warranties, express or implied, including the implied warranties of merchantability and fitness for your particular purpose. Although we believe the *Database* to be complete and accurate as described therein, we make no representations regarding completeness or accuracy. We will not be liable for any damage or loss of any kind arising out of or resulting from your access or lack of access to or use of the *Database*, including but not limited to your reliance on its contents, errors in the data it contains, and data loss or corruption, regardless of whether such liability is based in tort, contract or otherwise. If the foregoing limitation is held to be unenforceable, our maximum liability to you shall not exceed the amount of the license fees you have paid to us under this Agreement. The remedies available to you against us under this Agreement are exclusive.
11. You agree that any dispute arising from, relating to or in any manner connected with this Agreement shall be construed under and resolved in accordance with the laws of the State of California, exclusive of its choice of law principles. Any such dispute shall be litigated only in the state or federal courts of California, to the personal jurisdiction of which you hereby consent.
12. This Agreement represents the entire agreement between you and us concerning the matters addressed herein, and it supersedes any prior agreement we may have had, written or oral, concerning them. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall be enforced to the fullest extent possible. This Agreement may not be amended except in writing signed by both you and us.

AGREED:

THERAPEUTIC RESEARCH FACULTY

**UNIVERSITY OF CALIFORNIA SAN DIEGO
MEDICAL LIBRARY**

By _____ Date _____
Jeff M. Jellin, Pharm.D.

By _____ Date _____

Printed Name/Title _____