

**PRODUCT SPECIFIC TERMS**  
**Schedule 2**  
**University of California-San Diego**  
**Elsevier Master Agreement dated December 12, 2014**  
**Netter Presenter and Reference**

The Parties hereto agree as follows:

1. **Products.** Elsevier hereby grants to Client a non-exclusive, non-transferable, limited license to use the content identified in Annex A to this Schedule (“Content”) as set forth in in this Schedule and subject to the terms and conditions of the Master agreement, which is incorporated in this Schedule by reference. The Content is a “Product” (as defined in the Master Agreement).
2. **Authorized Users.** 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 Content for purposes of personal research, education or other non-corporate use (“Walk-in Users”).
3. **Authorized Uses.** Client may integrate the Content so as to make it accessible on the Website to Authorized Users and Authorized Users may (i) edit the licensed images and include them in works such as documents, presentations and teaching materials (but not in books journal articles or websites without Elsevier’s permission, or for any commercial applications); (ii) use and display the licensed images (a) in a presentation such as PowerPoint® or in a personal document, (b) in printed form alone or as part of a printed version of a presentation, or (c) as part of a presentation or document that is posted on a secure intranet; and (iii) print up to one hundred (100) copies of a single work (document or presentation) containing content from the licensed material (prior permission for greater numbers of copies is required, and may be obtained from [Text deleted] [com](#)). (iv) integrate the Content into software produced and distributed by Client on the Website. Client shall ensure that Authorized Users use the Content exclusively as a personal or academic reference or informational tool, and that Authorized Users agree not to use, access, reproduce, license, subscribe, sell, lease or distribute the Content except in a manner consistent with personal or academic reference or informational use. Client shall be solely responsible for adapting and integrating the Content, in the form and substance provided by Elsevier, for the sole purpose of the use set forth in this Section 3.
4. **Right of Editorial Control.** In the event Elsevier reasonably believes that a particular use of, access by, or display by or of Content hereunder will have an adverse effect on the image or reputation of Elsevier, Client shall modify such use, access or display of the Content to address Elsevier’s concerns. Client shall not make any material changes to the form or substance of the Content without Elsevier’s prior written approval.
5. **Updates.** Client further agrees that in the event that Elsevier determines that any update or supplement to the Content is necessary for safety or risk mitigation reasons, Client shall, within five (5) calendar days of receiving such notification from Elsevier: (i) accordingly update or supplement the Content under its direct control;

6. **Fees.** Client shall pay Elsevier the fees indicated on Annex A hereto for the Content and Fees (“License Fee”).
7. **Term.** This Schedule will be effective as of August 1, 2015 and will expire on July 31, 2016. Thereafter, this Schedule will automatically renew for successive one (1) year terms unless either Party gives the other Party written notice of its intent not to renew the Agreement no later than sixty (60) days prior to the end of the then-current term. Elsevier shall provide renewal pricing information no later than ninety (90) days prior to end of the then-current term.
8. **Access.** Elsevier shall provide Client with the Content in digital format within ten (10) business days after the Effective Date. Future editions of any Content will be delivered by Elsevier to Client within ninety (90) days of such editions being made commercially available.
9. **Copyright Notices.** All Content (including any related promotional materials) shall bear the following copyright notice (or other reasonable notices requested by Elsevier): “Copyright (or ©) \_\_\_\_ [relevant year] Elsevier Inc. All Rights Reserved.” The appearance of any image content must also be accompanied by the relevant artist’s signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

University of California-San Diego

ELSEVIER INC.

[Text deleted]

[Text deleted]

Name: [Text deleted]

Name: [Text deleted]

Title:

Title: VP Sales

AUL Collection Services

8-17-15

8/12/15

**Annex A to Schedule 2**  
**Content and Fees**

**I. Content**

Title

Netter Atlas of Human Anatomy, 5e  
Netter Presenter

ISBN

978-1-4160-4202-0

**Annex B to Schedule  
Sites/Authentication**

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

Authorized Site(s): University of California – San Diego (all locations)

**II. Client's Authorized IP Range:**

[Text deleted]

[Text deleted]

**III. Fees**

Client shall pay to Elsevier a fee of [Text deleted]0 (the "Fee"). The Parties agree and acknowledge that the Fee is based on a usage assumptions set forth below (the "Usage Assumptions

The Fee is due within thirty (30) days after the Effective Date. The Fee shall be exclusive of any sales, use, value added, withholding or similar tax and the Licensee shall be liable for any such taxes.

**Usage Assumptions**

- Number of institutions: 1