



The Modern Link to Legal History

**HeinOnline LICENSE AGREEMENT**

Licensee Official Name: UNIVERSITY OF CALIFORNIA, SAN DIEGO

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City: LA JOLLA  
State / Province: CA  
Postal Code: 92093  
Country: USA

Billing Address (if different from above):  
Address (line 1): \_\_\_\_\_  
(line 2): SAME AS ABOVE  
(line 3): \_\_\_\_\_  
City: \_\_\_\_\_  
State / Province: \_\_\_\_\_  
Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_

This license agreement supersedes any previous online license agreement accepted during any free trial period.

This license agreement (this "Agreement") is entered into by and between William S. Hein & Co., Inc. and the Licensee specified above as of the Agreement Date.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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"Authorized Users" mean persons who are authorized to use Licensee's facilities and who:

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- D. William S. Hein & Co., Inc. shall provide support to Licensee and to Authorized Users in accordance with the terms set forth on Schedule B attached hereto and incorporated herein.
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The breaching party shall have sixty days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

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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.

The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense.

#### IX. GOVERNING LAW

- A. This agreement shall be interpreted and construed according to, and governed by, the laws of the State of California or United States Federal law, as applicable, excluding any such laws that might direct the application of the laws of another jurisdiction. The parties expressly exclude, if applicable, the application of the United Nations Convention on Contracts for the International Sale of Goods.
- B. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration, including joint and/or consolidated arbitration where practicable, conducted in English, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.
- C. The English language version of this Agreement shall be controlling over any other version.

#### X. NOTICES

All notices given pursuant to this Agreement shall be in writing and may be delivered by hand or by overnight carrier, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent as specified above. Either party may from time to time change its Notice Address by written notice to the other party.

#### XI. MISCELLANEOUS

- A. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of William S. Hein & Co., Inc. and Licensee.
- B. This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.

- C. Nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the parties.
- D. Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.
- E. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- F. The parties hereto agree to execute, acknowledge, and deliver all such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the intent and purposes of the Agreement.
- G. Notice of Terms of "Click-Through" License Terms. In the event that Licensor requires Authorized Users to agree to terms relating to the use of the License Materials before permitting Authorized Users to gain access to the Licensed Materials (commonly referred to as "click-through" licenses), Licensor shall provide Licensee with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall the terms of such "click-through" licenses materially differ from the provisions of this Agreement. In the event of any conflict between the terms of such "click-through" licenses and this Agreement, the terms of this Agreement shall prevail.

## SCHEDULE A PAYMENT TERMS

The total Access Fee shall be due prior to your subscription period. The Access Fees are subject to reasonable annual increases.

## SCHEDULE B SUPPORT

William S. Hein & Co., Inc. will offer the following support to assist Licensee and Authorized Users in use of the Database. This support will be provided by William S. Hein & Co., Inc. at reasonable levels during the subscription period.

William S. Hein & Co., Inc. will serve as contact points for Licensee. Support will begin with the initial implementation of the William S. Hein & Co., Inc. system. William S. Hein & Co., Inc. will be available by E-mail, phone or fax from 8am to 5pm EST, Monday through Friday for feedback, problem-solving, or general questions.

### **The contact information for *HeinOnline* is as follows:**

Daniel P. Rosati, Senior Vice President  
William S. Hein & Co., Inc.  
1285 Main Street  
Buffalo, New York 14209-1987

Telephone  
Facsimile: (716) 875-1100  
E-Mail: [rosati@wshein.com](mailto:rosati@wshein.com)

### **Installation procedures support will include:**

Assisting with the implementation of the *HeinOnline* system  
Providing general information, background materials, and information for further reading

### **Continuing support will include:**

Troubleshooting to find solutions to individual problems  
Regular system and project updates

In addition, William S. Hein & Co., Inc. will be responsible for the maintenance of help files and user documentation available online in a variety of formats.

**SCHEDULE C  
HARDWARE AND SOFTWARE REQUIREMENTS**

The following hardware and software is required or recommended in order to access the Database. These requirements and recommendations will change as computer hardware and software technology evolves.

**Recommendations for Optimal Performance:**

Dedicated Internet connection  
Adobe Acrobat Reader 9.0 or later  
Display monitor with 1024 x 768 resolution  
FireFox 3.0, Internet Explorer 7.0, Safari 4  
Minimum of 512M of RAM memory  
Laser printer

TECHNICAL INFORMATION

Licensee Technical Contact

Licensee Official Name: \_\_\_\_\_  
Address: University of California San Diego  
Electronic Acq. Dept  
9500 Gilman Dr. 0175A  
Telephone: 858-534-1257  
Fax: 858-534-1256  
E-Mail: electronilib@ucsd.edu.

\*\*PLEASE NOTE: Contacts will receive regular e-mail updates for HeinOnline. If additional members of your institution would like to receive e-mail updates, please include their name and e-mail address.

HeinOnline Contacts

For Registration: HeinOnline Customer Service

E-mail: holsupport@wshein.com

For Technical: HeinOnline Technical Support

E-Mail: techsupport@wshein.com

William S. Hein & Co., Inc.  
1285 Main Street  
Buffalo, New York 14209-1987  
Telephone: 1-800-828-7571 or (716) 882-2600  
Fax: (716) 883-8100

If you desire IP access, eliminating the need to log in using a pre-assigned username and password at the beginning of each session please provide your IP addresses or range(s):

See attached

If applicable, leave the trial password active, even after IP access has been authorized?

Yes \_\_\_\_\_ No

Are you currently using a proxy server to provide access to restricted resources?

Yes  No \_\_\_\_\_

If yes, please provide the IP Information of the proxy server: See attached (on IP list)

If yes, please also provide the URL of the webpage that offers information about how to use the Proxy: libraries.ucsd.edu/services/computing/remote-access/index.html

Do you have plans to do so in the future? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you provide to users any other means of access to restricted resources from machines outside of your campus IP domain? Yes  No \_\_\_\_\_ VPN (see also IP list)

The parties agree to be bound by the terms and conditions of the *HeinOnline* Agreement. In witness whereof the parties have set their hands as of the Agreement date above.

Licensee Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Organization: University of California, San Diego  
Title: Head, Acquisitions, University Libraries  
Date: 11/15/11

*HeinOnline*  
HeinOnline Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Organization: William S. Hein & Co., Inc.  
Title: Executive Assistant  
Date: 11/21/2011

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