

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is made effective as of December 1, 2004 (the "Effective Date") between Reviews.com, [text removed] ("Licensor") and The University of California, San Diego, [text removed] ("Licensee").

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

I. Content of Licensed Materials; Grant of License

A. The materials that are the subject of this Agreement shall consist of the Reviews.com online resource(s) listed in Appendix A attached hereto, as may be updated from time to time by mutual written agreement (hereinafter referred to as the "Licensed Materials").

B. Licensee and its Authorized Users (defined in Section IV.A below) acknowledge that all right, title and interest in and to the Licensed Materials and all copyright, patent, trademark, service mark, trade secret and other intellectual property rights relating thereto remain with Licensor and/or its partners and suppliers. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

C. Licensor hereby grants to Licensee a non-exclusive and non-transferable license to use the Licensed Materials and to provide the Licensed Materials to Authorized Users in accordance with this Agreement.

II. Delivery/Access of Licensed Materials to Licensee

The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized networks of Licensee.

III. Fees

Licensee shall pay Licensor the fees set forth in Appendix A, attached hereto, as may be updated from time to time by mutual written agreement, for use of the Licensed Materials as permitted herein.

IV. Authorized Use of Licensed Materials

A. Authorized Users. "Authorized Users" are:

Persons Affiliated with Licensee. Full and part time students and employees (including faculty, staff, contractors, and researchers) of Licensee, subject to fees and restrictions set forth herein and in Appendix A.

Walk-ins. Patrons not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins").

B. Authorized Uses.

Licensee and its Authorized Users may use the Licensed Materials solely for their own personal use and for the sole purposes of research, education or other non-commercial uses as follows:

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V. Access by and Authentication of Authorized Users

Licensee and its Authorized Users shall be granted access to the Licensed Materials pursuant to the following:

A. IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Licensee to Licensor. The number of simultaneous users allowed is specified in Appendix A. The use of proxy servers is permitted as long as any proxy server IP addresses provided limit remote or off-campus access to Authorized Users.

VI. Specific Restrictions on Use of Licensed Materials

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D. Commercial Purposes. Licensee and/or the Authorized Users may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

VII. Licensor Performance Obligations

A. Availability of Licensed Materials. Within two weeks of the Effective Date of this Agreement, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.

B. Documentation. Licensor will provide and maintain help files and other appropriate user documentation.

C. Support. Licensor will offer activation support. Licensor will offer continuing support to assist Licensee and Authorized Users in use of the Licensed Materials.

D. Training. Licensor will provide appropriate training to Licensee staff relating to the use of the Licensed Materials and any Licensor software subject to Licensee's payment of fees for such training.

E. Quality of Service. Licensor shall use reasonable efforts to provide continuous service and to minimize down-time due to maintenance of the server(s), the installation or testing of software, and the loading of additional Licensed Materials as they become available. Licensor shall make reasonable efforts to perform maintenance so as to minimize any inconvenience to Licensee and its Authorized Users.

F. Withdrawal of Licensed Materials. Licensor reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes any copyright rights of any third party, or is defamatory, obscene, unlawful or otherwise objectionable.

G. Usage Data. Licensor may develop and, if so, Licensor shall then provide to Licensee statistics in a format determined by Licensor regarding the usage of the Licensed Materials by Licensee and/or its Authorized Users, taking into consideration the *Guidelines for the Statistical Measures of Usage of Web-Based Indexed, Abstracted, and Full Text Resources* available at <http://www.library.yale.edu/consortia>.

H. Continued Training. Licensor may provide system and project updates to Licensee as they become available and may provide additional training to Licensee staff with respect to such updates, which may subject to payment by Licensee of additional fees.

VIII. Licensee Performance Obligations

A. Provision of Notice of License Terms to Authorized Users. Licensor requires Authorized Users to agree to and abide by its Terms of Use, found at http://www.reviews.com/Legal/Legal_terms.html as a condition of accessing and using the Licensed Materials. Licensor shall provide Licensee with notice of an opportunity to comment on such terms prior to their implementation or to changing them. 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. Licensee shall notify Authorized Users of the Terms of Use, found at http://www.reviews.com/Legal/Legal_terms.html, and Privacy Policy found at http://www.reviews.com/Legal/Legal_ps.html, and of any other conditions under which access to the Licensed Materials is granted under this Agreement, and shall exercise its best efforts to educate the Authorized Users in the content and meaning of such Terms of Use, including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

B. Protection from Unauthorized Use. Licensee shall implement reasonable physical and technological security measures to prevent access to and use of the Licensed Materials by anyone other than Licensee or Authorized Users. In the event of any unauthorized use of the Licensed Materials by an Authorized User, either Licensor or Licensee may terminate such Authorized User's access to the Licensed Materials. If an

unauthorized user accesses the Licensed Materials, Licensee shall make reasonable efforts to terminate or prevent such unauthorized access, and if the problem persists, Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized access occurred. Licensor shall take none of the steps described in this paragraph without first providing reasonable notice to Licensee (in no event less than two (2) weeks), provided however that if the violation or unauthorized activity is persistent or substantial (including, without limitation, violations involving allegations of copyright infringement), Licensor reserves the right to terminate such Authorized User's (or other user's) access immediately. Licensee shall cooperate with the Licensor to avoid recurrence of any unauthorized use.

C. Maintaining Confidentiality of Access Passwords. Licensee shall require that Authorized Users not divulge their numbers and passwords to any third party. Licensee shall also maintain the confidentiality of any institutional passwords provided by Licensor.

D. Maintaining Confidentiality of Pricing and Product Development. Licensee shall maintain the confidentiality of any pricing and/or future product development information provided to them by the Licensor.

IX. Mutual Performance Obligations

A. Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Licensor's practices with respect to such information are described in Licensor's Privacy Policy, found at http://www.reviews.com/Legal/Legal_ps.html.

B. Implementation of Developing Security Protocols. Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

X. Term

This Agreement shall continue in effect for one (1) year commencing on the Effective Date.

XI. Renewal

This Agreement shall continue from year to year, unless either party gives written notice of its intention not to renew at least thirty (30) days before expiration of the then-current term.

XII. Early Termination

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee, or any Authorized User, has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify with appropriate documentation the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) day, the non-breaching party shall have the right to terminate the Agreement without further notice.

In the event of early termination permitted by this Agreement, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

Upon termination of this Agreement, online access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Authorized copies of Licensed Materials made prior to termination may be retained by Licensee or Authorized Users, and used subject to the terms of this Agreement.

XIII. Perpetual License.

After termination or expiration of this Agreement (except for termination by Licensor for Licensee's breach as provided in Section XII ("Early Termination")), and after receipt by Licensor of Licensee's timely written request for a copy of the Licensed Materials (as provided in Section IV.B.e ("Archival/Backup Copies")), Licensor hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement when it was in force, which provisions shall survive any termination of this Agreement. The means by which Licensee shall have access to such Licensed Materials shall be in a manner set forth in Section IV ("Authorized Uses").

XIV. Warranties

Subject to the limitations set forth elsewhere in this Agreement, Licensor warrants that it has the right to license the rights granted under this Agreement to use the Licensed Materials, and that it has obtained any and all necessary permissions from third parties to license the Licensed Materials.

XV. Limitations on Liabilities

- A. Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.
- B. In no event shall Licensor's aggregate liability to Licensee or any Authorized User or other third party arising out of or related to this Agreement and/or the Licensed

Materials exceed the fees received by Licensor from Licensee within the one (1) year period immediately preceding the events giving rise to such liability.

C. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, copyright rights, trademark rights, moral rights, or the disclosure of confidential information.

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XVI. Assignment and Transfer

Licensee may not assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed. Any attempted assignment by Licensee without such consent shall be void. Licensor may freely assign this Agreement. This Agreement shall bind and inure to the benefit of Licensor's and Licensee's permitted successors and assigns.

XVII. Governing Law

This Agreement shall be interpreted and construed according to, and governed by, the laws of California, excluding any such laws that might direct the application of the laws of another jurisdiction. The United Nations Conventions on Contracts for the International Sale of Goods (1980) does not apply and is expressly disclaimed.

XVIII. Dispute Resolution

In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

Mediation. In the event that the parties can not by exercise of their best efforts resolve the dispute within a reasonable time, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this

Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within thirty (30) days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) days after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

Arbitration. Any controversies or disputes arising out of or relating to this Agreement that cannot be resolved as set forth above shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place in San Francisco, California, or as otherwise mutually agreed upon by the parties.

The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

XIX. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, labor strikes, riots or blackouts.

XX. Entire Agreement

This Agreement and Appendix A hereto, along with the Licensor's Terms of Use and Privacy Policy, 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. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, neither party shall be

bound until both the parties named below have duly executed or caused to be duly executed a counterpart of this Agreement.

XXI. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XXII. Severability

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. Any invalid, illegal, or unenforceable provision shall be replaced by a valid, legal, and enforceable provision that most nearly achieves the goals or intent of the original provision.

XXIII. Waiver of Contractual Right

Waiver of any provision herein shall not be deemed 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.

XXIV. Notices

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within seven (7) 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 by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

If to Licensor:

Bruce Antelman
Reviews.com
[text removed]
[text removed]
[text removed]

With copies to:

Online Operations
Reviews.com
[text removed]

[text removed]

If to Licensee:

Dave Fisher
[text removed]
[text removed]
[text removed]
[text removed]

XXV. Controlling Language

This Agreement is prepared and executed in the English language only and any translations of this Agreement into any other language shall have no effect. The English language version of this Agreement shall control over any translation. All proceedings related to this Agreement shall be conducted in the English language.

XXVI. Survival

The following provisions shall survive any termination or expiration of this Agreement: Sections I.B, IV, VI, VII.G, IX.A, XII, and XIV-XXVI.

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

LICENSOR (Reviews.com):

BY: [signature removed] _____ DATE: 7/20/05

Signature of Authorized Signatory of Reviews.com

Print Name: Bruce Antelman
Title: President

Address: [text removed]
Telephone No.: [text removed]
E-mail: [text removed]

LICENSEE:

BY: [signature removed] _____ DATE: 7/15/05

Signature of Authorized Signatory of Licensee

Print Name: TONY HARVELL

Title: Head, Acquisitions Department

Address: [text removed]
[text removed]
[text removed]
[text removed]
[text removed]

Telephone No.: [text removed]

E-mail: [text removed]

APPENDIX A

Online Resource(s): Computing Reviews

Subscription Fee(s): [text removed]

Number of Simultaneous Users: 3

Off-Site Account Access Fee(s): [text removed]

Site Addresses:

Site 1: [text removed]
[text removed]
[text removed]
[text removed]

IP Addresses at Subscriber's facilities:

Site 1: [text removed]:

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| [text removed] | [text removed] |
| [text removed] | [text removed] |
| [text removed] | [text removed] |
| [text removed] | [text removed] |
| [text removed] | [text removed] |
| [text removed] | [text removed] |

License Administrator:

Name: Dave Fisher
Address: [text removed]
[text removed]
[text removed]
[text removed]

Telephone: [text removed]

Email: [text removed]

Licensee's Technical Contact:

Name: Dave Fisher
Address: [text removed]
[text removed]
[text removed]
[text removed]

Telephone: [text removed]

Email: [text removed]