
Licensing Agreement

between

Schattauer PLC

Medical Publishing House

[REDACTED]

[REDACTED]

(hereinafter referred to as: Licensor)

and

University of California, San Diego

(hereinafter referred to as: Licensee)

WHEREAS the Publisher holds the rights granted under this License.

AND WHEREAS the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the license to use the rights for the Fee, subject to the terms and conditions of this License.

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2. Key Definitions

In this License, the following terms shall have the following meanings: -

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Persons Affiliated with the University of California. Full and part time employees (including faculty, staff, and independent contractors) and students of Licensee and the institution of which it is a part, regardless of the physical location of such persons. For campus locations see Appendix A.

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

"Fee"

The Fee set out in Schedule D or in new Schedules to this License which may be agreed by the parties from time to time.

"Licensed Materials"

The electronic and print material as set out in Schedule C or in new Schedules to this License that may be agreed upon by the parties from time to time.

"Site"

A collective campus with its residents and secure networks is defined as a Site. This also includes residences, employee accommodation, students and teaching staff. A business office complex can also be counted as part of the Site if it is listed in the list in Schedule A to this agreement.

3. Schedules

The following Schedules are an integral part of this agreement:

- A** Full postal address and all IP-addresses of the Licensee's sites for which this Licensing Agreement is valid.
- B** List of contacts, both for the Licensee and the Licensor, including the complete postal address and e-mail addresses.
- C** List of the Licensor's Licensed Materials to which the present agreement relates.
- D** Fee

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The Licensee acknowledges that the material licensed by this agreement is copyright protected and that the sole copyright to the Licensed Material remains with the Licensor and/or the registered copyright holders. All the Licensee's copyright notices, or other means of identification or disclaimer as they appear in print or electronic form of the Licensed Material must not be removed, made unrecognisable or altered.

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- c) for the purpose of commercial or marketing activity. Single copies of the electronic version of articles can be printed and may only be used by the Licensee and Authorised Users subject to observance of standard business procedures and in accordance with the applicable copyright provisions.

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The Licensee shall use reasonable effort to monitor compliance and immediately upon becoming aware of any unauthorised use or other breach, inform the Licensor and take such steps to ensure that such activity ceases and to prevent any recurrence. If such activity does not cease within a reasonable amount of time, the Licensor is entitled to deny the Licensee access to the materials in question.

The Licensee must comply with the present agreement and the copyright provisions for the Authorised Users and, in particular, must make them aware that the unauthorised duplication of individual articles or other content of the electronic format of the Licensed Material is not allowed and, furthermore, that they must not grant permission to unauthorised third parties to do so.

Either party reserves the right to terminate this agreement for breeches of this agreement. Either party is obligated to notify the other no less than 60 days of such action in an effort to reasonably remedy any breach.

10. Indemnification

Licensor warrants that it is entitled to grant the licenses granted in this Agreement. Except as set forth in the preceding sentence, the Licensor makes no warranty or representation of any kind, express or implied, with respect to the Licensed Materials, including their quality, originality, suitability, searchability, operations, performance, merchantability, or fitness for a particular purpose.

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The Licensee assumes reasonable responsibility for all use of the Licensed Materials. The Licensor warrants that the Licensed Materials are not infringing of any third party. The Licensor is obliged to indemnify the Licensee in the event that the Licensed Materials are infringing of the rights of any third party.

11. Assignment to Third Parties

This agreement can be assigned to a third party with the written consent of both contracting partners. This agreement shall remain valid on the sale or merger of the Licensee.

12. Recording Access

Use of and access to the Licensed Materials is via IP-address recognition belonging to the Licensee. Therefore the Licensee must inform the Licensor of the valid IP-addresses to his sites listed in Schedule A. Use of the electronic format of the Licensed Materials from addresses not listed in Schedule A is not permitted.

13. Term and Termination

This agreement can be terminated in writing sixty (60) days prior to termination. The lifetime of the agreement is for one (1) calendar year.

This License shall be terminated:

- if the Licensee defaults in making payment of the Fee as provided in this License;
- if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration;
- if either party commits a material or persistent breach of any term of this License and fails to remedy the breach (if capable of remedy) within sixty (60) days of notification in writing by the other party.

The Licensee's right to access the Licensed Material lapses with the termination of this agreement. The restrictions in respect of the copyright continue to exist following the termination of this agreement. On termination all rights and obligations of the parties automatically terminate except as specifically provided in this License.

14. Payment Method

The Licensee shall pay the Licensor the full, non-refundable annual fee for usage as specified in D, from the date the invoice is presented.

15. Salvation Clause

The invalidity or un-enforceability of any provision of this License shall not affect the continuation or enforceability of the remainder of this License.

16. General

The Licensee shall inform the Licensor within 30 (thirty) days of all changes to the registration data or IP-addresses. Notification shall be sent in writing with the person listed in Schedule B by e-mail, fax or by post.

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.

AS WITNESS the hands of the parties the day and year below first written.

FOR University of California

By:  _____

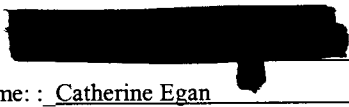
San Diego, CA 21st Dec. 2006

Print name: Tony Harvell

City, Date

Position / Title: Head of Acquisitions, University of California, San Diego Libraries

FOR Schattauer GmbH

By:  _____

Stuttgart, 11th December 2006

Print name: : Catherine Egan

City, Date

Position / Title: eJournals / Marketing

Schedule A

Premises and IP addresses:

List of the complete postal address and IP-addresses of the Licensee's sites to which this License applies.

Premises:

University of California, San Diego

[Redacted]

IP addresses:

UCSD IP Addresses:

[Redacted]

Exclude:

[Redacted]

In June 2001, the University of California - San Diego, Children's Hospital and Health Center of San Diego (CHHC) and Children's Specialists of San Diego, a Medical Group (CSSD), executed Affiliation Agreements to consolidate the clinical, teaching and research and public service programs of the UCSD School of Medicine's Department of Pediatrics with Children's Hospital. Many of UCSD's Pediatric services have been transferred to Children's Hospital and UCSD pediatricians now treat their patients at Children's. The [Redacted] subnets serve this client group.

Schedule B

List of contacts, addresses, telephone numbers, e-mail addresses

Licensor:**Licensee:**

Name: Catherine Egan	Name: Christine Peters
Position / Title: Electronic Journals and Marketing	Position / Title: Electronic Resources Specialist
Company / Institute: Schattauer GmbH	Company / Institute: University of California San Diego Libraries
Address: ██████████ ██████████ ██████████	Address: ██████████ ██████████
Phone: ██████████	Phone: ██████████
Fax: ██████████	Fax: ██████████
E-mail: ██████████	E-mail: ██████████

Schedule C

The Licensed Materials January – December 2007:

1. *Thrombosis and Haemostasis* ISSN: 0340-6245

Schedule D

Fees

The subscription price [REDACTED] is for the online access of the sites listed in Schedule A to the Publication

Journal Title: Thrombosis and Haemostasis

ISSN: 0340-6245