<table>
<thead>
<tr>
<th>Field</th>
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<tbody>
<tr>
<td>Licensee Official Name</td>
<td>UNIVERSITY OF CALIFORNIA, SAN DIEGO</td>
</tr>
<tr>
<td>Primary Contact:</td>
<td></td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:electronic.lib@ucsd.edu">electronic.lib@ucsd.edu</a></td>
</tr>
<tr>
<td>Telephone</td>
<td>858-534-1257</td>
</tr>
<tr>
<td>Fax</td>
<td>858-534-1256</td>
</tr>
<tr>
<td>Physical Address:</td>
<td></td>
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<tr>
<td>Address (line 1):</td>
<td>University of California, San Diego</td>
</tr>
<tr>
<td>Address (line 2):</td>
<td>Electronic Arts Dept.</td>
</tr>
<tr>
<td>Address (line 3):</td>
<td>9500 Gilman Dr. 0175A</td>
</tr>
<tr>
<td>City</td>
<td>La Jolla</td>
</tr>
<tr>
<td>State / Province</td>
<td>CA</td>
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<tr>
<td>Postal Code</td>
<td>92093</td>
</tr>
<tr>
<td>Country</td>
<td>USA</td>
</tr>
<tr>
<td>Billing Address (if different</td>
<td></td>
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<tr>
<td>from above):</td>
<td>Same as above</td>
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<tr>
<td>Address (line 1):</td>
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<td>Address (line 2):</td>
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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:
AUTHORIZED USERS (Please check whichever is applicable; please choose only one)

[ ] Campus Wide University Access:

"Authorized Users" mean persons who are authorized to use Licensee's facilities and who:
1. Are affiliated with Licensee as students, faculty or employees, or
2. Are physically present in the Library (as hereafter defined), or
3. Have been issued a password for access to Licensee's secure server(s).

[ ] Department Wide Access (Single Department within the University):

"Authorized Users" mean persons who are authorized to use Licensee's facilities and who:
1. Are affiliated with Licensee Department as students, faculty or employees, or
2. Are physically present in the Departments Library (as hereafter defined), or
3. Have been issued a password for access to Licensee's secure server(s).

[ ] Law Firm:

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2. Have been issued a password for access to licensee's secure server(s).

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"Authorized Users" mean persons who are authorized to use Licensee's facilities and who:
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1. Are affiliated with Licensee as partners or employees, or
2. Are physically present in the Library (as hereafter defined), or
3. Have been issued a password for access to Licensee's secure server(s).

[ ] Solo Practitioner / Individual:

"Authorized Users" mean only you are authorized to access the database.
I. DEFINITIONS

"Agreement Date" means the date in Licensee’s signature line.

"Database" means the electronic archive of content provided by William S. Hein & Company according to the terms of this Agreement, as well as portions thereof or Materials (as hereinafter defined) contained therein.

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"Library" means Licensee’s library and facilities.

"Materials" mean any portion or portions of content in, or printed from, the Database.

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ii. Use Materials in a manner that would infringe the copyright therein; or

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C. Licensee shall use its best efforts to protect the Database from any use that is not permitted under this Agreement, and shall notify William S. Hein & Co., Inc. of any such use of which it learns or is notified. In the event of a violation of the User Rules, Licensee agrees to implement further restrictions on access to, and downloading and printing from, the Database. William S. Hein & Co., Inc. and Licensee shall from time to time consult on the establishment of further measures to inform Authorized Users of the availability of the Database and of the User Rules.

D. In the event of any unauthorized use of the Database by an Authorized User

i. William S. Hein & Co., Inc. may suspend or terminate such Authorized User’s access to the Database

ii. Upon notice to Licensee, William S. Hein & Co., Inc. may suspend or terminate the access of the Internet Protocol (“IP”) address(es) from which such unauthorized use occurred, and/or

iii. Licensee shall suspend or terminate such Authorized User’s access to the Database upon William S. Hein & Co., Inc.’s request.
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A. The Database will be stored at one or more locations in digital form accessible by telecommunications links between such locations and Licensee’s or Authorized Users’ workstations. William S. Hein & Co., Inc. shall make the Database available online in digital form to Licensee and Authorized Users within ten (10) days of the date on which the initial subscription fee is paid, provided, however, that IP addresses or passwords shall have been provided to William S. Hein & Co., Inc. pursuant to Section IV, B herein.

B. Access to the Database shall be controlled by William S. Hein & Co., Inc. through the use of IP addresses or passwords. Licensee shall be responsible for providing lists of sets of IP addresses to William S. Hein & Co., Inc., and updating such lists on a regular basis. Licensee shall cooperate with William S. Hein & Co., Inc. in the implementation of additional security procedures as they are developed.

C. Licensee shall inform William S. Hein & Co., Inc. if it makes use of a proxy server to provide access to the Database, or if it becomes aware of a proxy server that is providing such access.

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.

E. Licensee is responsible for establishing and maintaining hardware and Internet access to provide access to, and to transmit, the Database to Authorized Users. Licensee understands that Internet browser software is required to access the Database.
Schedule C attached hereto and incorporated herein sets forth hardware platforms and browsing software required and/or recommended for accessing the Database. Licensee understands that from time to time the Database may be added to or modified by William S. Hein & Co., Inc., that portions of the Database may migrate to other formats, and that the terms of Schedule C may be updated.
V. FEES

A. Licensee shall make payment to William S. Hein & Co., Inc. for the License granted herein pursuant to the payment terms set forth on Schedule A.

B. Licensee shall be responsible for all costs associated with establishing access to the Database as set forth in Section IV, E above, including but not limited to any telecommunications or other charges imposed by carriers, proprietary network operators and Internet access providers, or licenses for browser software, if any. Licensee shall also be responsible for all costs associated with printing from the Database, and for any taxes relating to Licensee's or Authorized Users' use of the Database.

VI. TERM AND TERMINATION

A. This Agreement shall continue in effect for as long as Licensee pays the initial subscription fee.

B. In the event that either party believes that the other materially has breached any obligations under this Agreement, such party shall so notify the breaching party in writing.

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.

In addition, William S. Hein & Co., Inc. may terminate the Licensee's access to the Database immediately if, in William S. Hein & Co., Inc. reasonable opinion, the cumulative effect of violations of User Rules, without attempt to remedy by the Licensee, justifies such termination.

C. Upon termination of this Agreement all online access to the Database by Licensee and Authorized Users shall be terminated.

VII. PROPRIETARY RIGHTS

A. Licensee hereby recognizes and agrees that the Database and all Intellectual Property are proprietary to William S. Hein & Co., Inc., subject to the rights of third parties therein. Licensee hereby warrants that it will not, during the term of this Agreement or any time thereafter, attach, dispute or contest, directly or indirectly, William S. Hein & Co., Inc. rights and titles in and to the Database, nor assist or aid others to do so.

B. Neither party may use the other's name or trademark(s) in a way likely to cause confusion as to the origin of goods or services, or to endorse or show affiliation with the other, except as specifically approved. Notwithstanding the foregoing.
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ii. Licensee is encouraged to use William S. Hein & Co., Inc. 's name and the name *HeinOnline* to announce its participation to Authorized Users.

C. Licensee may provide electronic links to the Database from Licensee's web page(s). Licensee may make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by William S. Hein & Co., Inc.

Other than the creation of such links, Licensee shall not modify, manipulate, or create a Derivative Work of the Database without the prior written permission of William S. Hein & Co., Inc.

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A. Each party hereby represents and warrants that it is duly organized and validly subsisting and has full authority to enter into this Agreement and to bind the party to the terms and conditions herein. Each party further represents and warrants that it has caused this Agreement to be executed by a duly authorized representative.

B. Licensee represents and warrants that:

i. The list of IP addresses provided to William S. Hein & Co., Inc. in accordance with Section IV. B above is accurate and valid, and

ii. Licensee shall exert reasonable efforts to maintain sufficient security with respect to such IP addresses and/or passwords such that no one other than Authorized Users is or will be able to access the Database.

C. Licensee represents and warrants that it is providing no IP addresses to William S. Hein & Co., Inc. that pertain to any campus other than those listed or indicated on page one of this Agreement, or for which access has otherwise been agreed in writing by William S. Hein & Co., Inc.

D. The Database has been developed and is maintained with reasonable professional care. William S. Hein & Co., Inc. shall use reasonable efforts to provide continuous availability of the Database online subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of journals and other legal materials as they become available, and downtime related to equipment or services outside the control of William S. Hein & Co., Inc. including public or private telecommunications services or Internet nodes or facilities.
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H. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.
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:
E-Mail:

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 Age, Dept 
9500 Gilman Dr. 0275A 
Telephone: 858-534-1250 
Fax: 858-534-1254 
E-Mail: electroniclib@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
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

For Technical: HeinOnline Technical Support 
E-Mail: techsupport@wshein.com

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 [T]

Are you currently using a proxy server to provide access to restricted resources?
Yes [T] 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 [T]

Do you provide to users any other means of access to restricted resources from machines outside of your campus IP domain? Yes [T] 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: ______________________________________
Title: Executive Assistant
Date: 11/21/2011

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