

## ONLINE LICENSE AND SERVICE AGREEMENT

This Agreement is between Annual Reviews ("AR") a nonprofit 501 [c]3 publishing organization headquartered in ██████████, USA., and

The University of California, San Diego ("Subscriber")  
to cover the license of online editions of AR works, and provision of print copies of such works, as described in Appendix A, *Invoice*, and at the costs described therein.

**1. Subscriber Rights** Upon receipt of payment AR agrees to provide the Subscriber and its Authorized Users access to the AR Online database or portion thereof, consisting of current and retrospective years' publications of AR works. This agreement grants access to the AR Online database for educational, research, and personal use by the faculty, staff, students, alumni and library patrons on the Subscriber's contiguous campus unless otherwise noted on Appendix A. Distance learners, alumni, and other off-campus individuals may access AR Online if their Internet access is through the campus network and the Subscriber has a process to validate Authorized Users. Off campus locations may not access AR Online unless otherwise noted on Appendix A.

The Subscriber's Authorized Users may download and print articles for personal use and archive contents on their own personal computers. They may send one copy by email, print, or fax to one person at another location for that individual's personal use. Facsimile images that are exact representations of the print pages or of printouts from the electronic database may be provided for interlibrary loan under CONTU guidelines and distributed in paper, fax, or digital form. Libraries may include copies of AR digital content in local electronic course reserve systems limited to use of Authorized Users of current classes.

### **2. Limits of License**

Neither Subscriber nor its Authorized Users may use any AR works or parts of works in the provision of any product, publication, or other service offered for commercial sale. This includes the creation of custom textbooks for sale, reproduction of bibliographies in other works, or posting of any information on an open Website which would allow downloading AR works into commercial sites or services.

AR retains all copyright and intellectual property rights to the digital and print information provided under this Agreement.

### **3. Annual Reviews Obligations**

AR will provide all efforts to make the AR Online products available as defined in its promotional literature and to commercial service standards consistent with operation of an information service over the Internet and institutional networks. AR will deliver printed products as outlined in Appendix A in a timely fashion.

AR warrants and will ensure that it holds copyright and distribution rights for all Titles and other information provided as part of its AR Online service.

### **4. Subscriber Obligations**

**ONLINE LICENSE AND SERVICE AGREEMENT**

The Subscriber agrees to exercise reasonable precautions, according to common industry practices, to limit access to AR Online databases to its Authorized Users. Subscriber shall not be required to report such user information to AR, but will describe and document its User policies and practices upon request by AR. Subscriber agrees to provide electronic security measures as feasible to ensure protection of AR data.

**5. Warranties and Liability**

The entire liability of AR whether in contract, tort, by statute or otherwise to the Subscriber and Authorized Users shall be the refund of any fees paid to AR. In no circumstances will AR be liable for damages including, without limitation, damages for loss of data or corruption of data, loss of programs, loss of business, goodwill, or other incidental, consequential or indirect losses of any nature arising out of the use, or inability to use AR databases. AR will not be liable for any losses arising from any errors, omissions, or other inaccuracies in or corruption caused in the AR databases, whether caused by transmission processing or otherwise to the Titles provided online or otherwise made accessible.

**6. General Terms**

This Agreement constitutes the entire understanding between AR and Subscriber. Each party affirms its signatory is authorized to agree to the terms of this Agreement. Neither party shall assign this Agreement without written consent of the other. Notice of changes in this Agreement shall be provided in writing at the addresses below.

\_\_\_\_\_  
Annual Reviews

\_\_\_\_\_  
Date

\_\_\_\_\_  
University of California, San Diego

\_\_\_\_\_  
12/20/01

\_\_\_\_\_  
Subscriber

\_\_\_\_\_  
Date

\_\_\_\_\_  
Library - Electronic Resources

\_\_\_\_\_  
Address

\_\_\_\_\_  
AUL Technical Services

\_\_\_\_\_  
Signed By Karen Carville

\_\_\_\_\_  
Title

AMENDMENT TO ONLINE LICENSE AND SERVICE AGREEMENT

This Amendment replaces Section 1, Subscriber's Rights. All other provisions of the Online License and Service Agreement are unaffected and remain in force.

1. Subscriber Rights

Upon receipt of payment AR agrees to provide the Subscriber and its Authorized Users access to the AR Online database or portion thereof, consisting of current and four years of retrospective publications of AR works. If this agreement is terminated, access to the years licensed will continue to be available on the AR server. Back volumes included as a benefit to a current year license will not be included in the archive. If at some point in the future, AR is no longer able to provide access via their server, an archive will be included in a mutually agreed medium.

This agreement grants access to the AR Online database for educational, research, and personal use by the faculty, staff, students, alumni and library patrons on the Subscriber's contiguous campus unless otherwise noted on Appendix A. Distance learners, alumni, and other off-campus individuals may access AR Online if their Internet access is through the campus network and the Subscriber has a process to validate Authorized Users. Off campus locations may not access AR Online unless otherwise noted on Appendix A.

The Subscriber's Authorized Users may download and print articles for personal use and archive contents on their own personal computers. They may send one copy by email, print, or fax to one person at another location for that individual's personal use. Systematic acquisition of large amounts of Annual Reviews content, such as entire volumes or their equivalents, is not considered 'personal use.' Facsimile images that are exact representations of the print pages or of printouts from the electronic database may be provided for interlibrary loan under CONTU guidelines and distributed in paper, fax, or digital form. Libraries may include links to AR digital content in local electronic course reserve systems limited to use of Authorized Users of current classes.

[Redacted]

Annual Reviews

9/05/07

Date

University of California San Diego

Subscriber

8/29/07

Date

[Redacted]

Address

[Redacted]

Signed By

Head of Acquisitions

Title

Tony Harvell  
Head of Acquisitions  
UCSD Libraries