



## ORDER FORM 2007

*Annual Subscription (January to December) - All prices are expressed in euros*

### Country classification\*

Category I, II and III correspond to the rate established by UNESCO (member state contributions), and take into account the GNP of each country (World Bank Organization) SEE PAGE 2

Cat I    Cat II    Cat III

### The ISSN Register on the web

#### ◆ *The ISSN Portal*

- Authentication with IP number – for 1 session and site
- Supplementary fee per additional session (*all categories*)

€ 800    € 400    € 100  
 € 400   X \_\_\_\_\_

#### OR

- Authentication with login and password – for 1 access and site
- Networking fee per additional access (*all categories*)
  - ↳ up to 4
  - ↳ from the 5<sup>th</sup>

€ 50   X \_\_\_\_\_  
 € 30   X \_\_\_\_\_

- Supplementary fee for submission of lists (ISSN and titles) (*all categories*)

€ 300   X \_\_\_\_\_

#### ◆ *The Z39.50 access*

- Subscription – for 1 session and site
- Supplementary fee per additional session (*all categories*)

€ 1000    € 800    € 500  
 € 400   X \_\_\_\_\_

#### ◆ *Combined web access Z39.50 & ISSN Portal*

- Subscription for one combined session and site
- Supplementary fee per additional session (Z39.50) (*all categories*)
- Supplementary fee per additional session (Portal) (*all categories*)

€ 1400    € 1200    € 600  
 € 400   X \_\_\_\_\_  
 € 400   X \_\_\_\_\_

### Other products (paper edition)

- The List of Title Word Abbreviations (mailing charges EUR 11 included)
- The ISSN Manual (*all categories*)

€ 111    € 71    € 41  
 € 25

Sub-Total: € \_\_\_\_\_

**Subscription agencies are entitled to a 10% discount: € \_\_\_\_\_**

Total: € \_\_\_\_\_

Please indicate the IP number or the list of IPs allowing the connection of your site : example 193.136.149.71

VAT is not applicable to the products of the ISSN International Centre  
 (Exemption for deliveries of goods and services to international organisations, according to  
 Directive 77/388/EEC art. 15§10 and Directive 92/12/EEC art. 23§1)

★ The order form should be sent by mail or by fax to:

ISSN INTERNATIONAL CENTRE

Phone:

Fax:

E-mail:

Web:

<http://www.issn.org>

★ Payment term: invoicing

★ Please fill in the details below:

**Invoicing address**

Your Order Nr: 9855518

Mrs.  Ms.  Mr.

Title: Electronic Resource Specialist

First name: Christina Peters

Name: Elektronik Resource

Institution/company:

University of California,  
San Diego

Address: \_\_\_\_\_

City: \_\_\_\_\_

Postal Code: \_\_\_\_\_

State and Zip code: \_\_\_\_\_

Country: USA

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Web site: \_\_\_\_\_

Date: 11/3/06

Signature: \_\_\_\_\_

**Delivery address**

Tick here if invoicing and delivery address is the same.

Mrs.  Ms.  Mr.

Title: \_\_\_\_\_

First name: \_\_\_\_\_

Name: \_\_\_\_\_

Institution/company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Postal Code: \_\_\_\_\_

State and Zip code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Web site: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**\*COUNTRY CLASSIFICATION**

Category I, II and III correspond to the rate established by UNESCO (member state contributions), and take into account the GNP of each country (World Bank Organization)

**CATEGORY I:** Argentina, Australia, Austria, Belgium, Brazil, Canada, Chile, China, Colombia, Czech Republic, Denmark, Egypt, Finland, France, Germany, Greece, Hungary, India, Indonesia, Iran (Islamic Rep. of), Ireland, Israel, Italy, Japan, Korea (Rep. of), Malaysia, Malta, Mexico, Netherlands, New Zealand, Norway, Philippines, Poland, Portugal, Russian Federation, Saudi Arabia, Singapore, Slovenia, South Africa, Spain, Sweden, Switzerland, Thailand, Turkey, United Arab Emirates, United Kingdom, United States, Venezuela.

**CATEGORY II:** Algeria, Bahrain, Belarus, Bulgaria, Croatia, Costa Rica, Cuba, Cyprus, Dominican Republic, Ecuador, El Salvador, Estonia, Guatemala, Iceland, Iraq, Kazakhstan, Kuwait, Latvia, Lebanon, Libyan Arab Jamahiriya, Lithuania, Luxembourg, Montenegro, Morocco, Nigeria, Oman, Pakistan, Panama, Peru, Qatar, Romania, Serbia, Slovakia, Sri Lanka, Syrian Arab Republic, Tunisia, Trinidad and Tobago, Uruguay, Viet Nam.

**CATEGORY III:** Albania, Angola, Antigua and Barbuda, Armenia, Azerbaijan, Bahamas, Bangladesh, Barbados, Belize, Benin, Bhutan, Bolivia, Bosnia and Herzegovina, Botswana, Burkina Faso, Burundi, Cambodia, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo, Congo (Dem. Rep. of the), Côte d'Ivoire, Djibouti, Dominica, Equatorial Guinea, Eritrea, Ethiopia, Fiji, Gabon, Gambia, Georgia, Ghana, Grenada, Guinea, Guinea-Bissau, Guyana, Haiti, Honduras, Jamaica, Jordan, Kenya, Kyrgyzstan, Lao People's Dem. Rep., Lesotho, Macedonia (FYR), Madagascar, Malawi, Maldives, Mali, Mauritania, Mauritius, Moldova (Rep. of), Mongolia, Mozambique, Myanmar, Namibia, Nepal, Nicaragua, Niger, Papua New Guinea, Paraguay, Rwanda, Saint Kitts and Nevis, Saint Lucia, São Tomé and Príncipe, St. Vincent and the Grenadines, Samoa (Western), Senegal, Seychelles, Sierra Leone, Solomon Islands, Somalia, Sudan, Suriname, Swaziland, Tajikistan, Tanzania (U. Rep. of), Timor-Leste, Togo, Tonga, Turkmenistan, Uganda, Ukraine, Uzbekistan, Vanuatu, Yemen, Zambia, Zimbabwe.

## **DATABASE LICENSE AGREEMENT**

### **GENERAL CONDITIONS**

**This agreement cannot be considered, under any circumstances, legally binding upon the parties for whatever purpose without the signature of the individuals duly authorized to represent them.**

**Confidential.**

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**Between:**

**CENTRE INTERNATIONAL D'ENREGISTREMENT DES PUBLICATIONS EN SERIE (CIEPS)**, an international organization registered at the French INSEE under number SIRET 30653550100010, having its registered offices at


represented by Madame Françoise PELLE

(hereinafter referred to as: "ISSN" or "Licensor")

ON THE ONE HAND

**And:**

*The University of California San Diego libraries.*



(hereinafter referred to as: "Licensee" or "recipient of license")

ON THE OTHER HAND

## **1. PREAMBLE**

The Licensor is the author and producer of a database, entitled ISSN Register, (hereinafter referred to as: "the Database") listing and gathering the ISSN numbers (eight-digit numbers that identify serials and other continuing resources), as well as the records created for the identification of the serials and other continuing resources to which ISSN numbers have been assigned. This database is accessible on the Licensor's internet portal within the framework of the ISSN Portal Service.

ISSN Portal Service is an online service giving access to the ISSN Register.

Having been made aware of the ISSN Portal Service and its characteristics, the Licensee declares to be interested in using the ISSN Portal Service to have access to the Database.

The purpose of this agreement is to set forth the terms and conditions of the Database license agreement.

## **2. DEFINITIONS**

Except otherwise specified in specific conventions, each expression below will have the significance given in its definition, namely:

- "Authorized Users" means natural person authorized by the Licensee to access the ISSN Portal Service, identified either by the IP address specified or by a list of IP addresses such as specified in the order form or by login and password and by a Site and designated in Appendix "Authorized Users" hereto, and to whom has been assigned a right to use the database in accordance with this license. The Licensee is bound by any order placed by Authorized Users on the ISSN Portal Service and more generally by any action made by any Authorized User;

- "Database" means the database created on the basis of the ISSN identification numbers and the related records permitting to identify the serials and other continuing resources registered with the Licensor, organized in a systematic and methodic way upon the initiative of Licensor, which collects, updates and organizes them;

- "Distant Geographical Site" means the equipments owned by Licensee installed on one or more geographical sites other than the geographical site identified on the order form and connected and/or capable of connecting to Licensee's equipments located at the registered office such as stated on the order form and allowing to access to the ISSN Portal Service including the switching and routing electronic communication means or equipments;

- "Entity Network" means the distant sites connected and/or capable of connecting to Licensee's electronic communication, switching and/or routing equipments in order to access via its equipments to the ISSN Portal Service, and in particular by proxy, anonymous, generic and socks server;

-“Internet” means computer and telecommunication connection permitting to exchange information on the basis of a specific protocol (TCP/IP). Information is carried through networks of various natures, capable of reading messages according to the technical standard TCP/IP;

-“ISSN Portal Service” means the electronic service entitled ISSN Portal composed of information originating from the database and any information relative to the internet site;

-“Licensee” means the legal entity that wishes to use the ISSN Portal Service, exclusively within the framework of its professional activities, represented by its duly authorized representative in accordance with applicable law and its own prerogatives;

-“Order form” means a document containing the information requested and the IP address(es) for which access to the ISSN Portal Service is requested. The validation of the order form by the Licensee duly authorized hereunder amounts to an acceptance of the conditions determined in this license;

-“Termination Point” means the physical connection points by which the ISSN-authorized users of the Licensee access to an electronic communication network. These termination points are part of Licensee’s network;

-“Recipient of the License” means the legal entity that wishes to use the ISSN Portal Service, exclusively within the framework of its professional activities, represented by its duly authorized representative in accordance with applicable law and its own prerogatives. The recipient of the License is expressly designated in appendix “Conventional Exemptions”;

-“Serials” means serials and other continuing resources;

-“Site” means the termination point of Licensee’s terminal equipment located at its registered office such as specified on the order form and allowing the access to the ISSN Portal Service, excluding any other termination point of any other equipment, located at a distant geographical site of Licensee and/or users authorized by ISSN and distant from the equipment located at its registered office such as specified on the order form, and/or an electronic communication network allowing the access to the ISSN Portal Service;

-“ Terminal Equipment” means any equipment intended to be directly or indirectly connected to a termination point of the electronic communication network of the Authorized User;

-“Termination Point” means the physical connection points by which the ISSN-authorized users of the Licensee access to an electronic communication network. These termination points are part of Licensee’s network.

### **3. PURPOSE**

The purpose of this agreement is:

- to set forth the terms and conditions under which the Licensor grants the Licensee, which accepts, the authorization to use the ISSN Portal Service, on a nonexclusive and nontransferable basis, and for its own needs.

#### **4. CONTRACTUAL DOCUMENTS**

This agreement is made of the following contractual documents ranked by decreasing legal value:

- this license agreement;
- the Specific Conventions and their appendix "Conventional Exemptions";
- the Order form.

In case of discrepancy between one or more provisions contained in any of the documents listed above, the document with the higher rank shall prevail.

#### **5. WARNING**

It is up to the Licensee to ensure, among others, that:

- the ISSN Portal Service, the database and the information contained therein meet its own needs;
- any user has the skills and means required to access and use the ISSN Portal Service and to access and exploit the information contained in the database;
- any person working for it complies with the license, in particular with all aspects regarding confidentiality, ownership and duration;
- the editors of the publications identified in the database are responsible for, and ISSN assumes no liability with regard to, the content of such publications;
- where applicable, the licensee may inform ISSN in writing of the existence of illegal or prohibited contents in the publications displayed in the database.

#### **6. TERM**

The present agreement enters into force on its date of signature by the Licensor.

Except otherwise stated in specific conventions, the present agreement is entered into for a period of time running from the date on which the present agreement enters into force until December 31 of the year during which it entered into force.

However, any Licensee which purchases a license after June 30 of the year in progress is bound until December 31 of the year following the purchasing year.

Each year, the Licensee will send an order form to bring up to date its use of the ISSN Portal Service, at latest on November 30 of every year.

The present Agreement will be renewed upon reception of the order form for successive periods of 12 months, from January 1 to December 31.



## ISSN:

### 7. LICENSEE'S SITE

Except otherwise stated in specific conventions, the present agreement is entered for the following Licensee's site:

University of California San Diego (TO BE COMPLETED)  
Libraries

### 8. 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.

### 9. DESCRIPTION OF THE SERVICE

The Licensee which has signed this agreement will have access to the Database via the ISSN Portal Service. The Database is updated in real time whenever Licensor so decides.

Access to the ISSN Portal is possible 24h/24h, 7 days a week, except in cases of eventual breakdowns or maintenance interventions necessary to the good functioning of the information system of ISSN. Interruptions do not give right to any damages.

The ISSN Portal is interrupted for normal backup operations each day between 4:00 am GMT and 5:00 am GMT. In no way the Licensor's liability will be engaged for these operations.

### 10. MODIFICATION OF THE SERVICE

The Licensee understands that from time to time the Database may migrate to other formats. Licensor shall give prompt notice of any such changes to Licensee.

Failure by Licensor to provide such reasonable notice shall be grounds for immediate termination of the Agreement by Licensee.

### 11. FINANCIAL TERMS

Except otherwise stated in specific conventions, the Licensee's election to subscribe to the Database provides its Authorized Users, for a fixed annual fee, searching of the Database for the term of the agreement.

Except otherwise stated in specific conventions, the price of the annual subscription is set out in the ISSN order form.

Except otherwise stated in specific conventions, the Licensee which has signed a License agreement before June 30 of a year, whatever the date of the first connection, will have to pay the total price of the annual subscription for the current year. The Licensee which has signed a License agreement after June 30 will only have to pay 50 % of the price of the annual subscription, subject to the condition that it obliges itself not to terminate the contract during the current year. As such the Licensee which has signed a License agreement after June 30 will have to pay an amount equal to the total price of a first subscription increased with 50 % of this price and continue the subscription until December 31 of the following year.

## **ISSNII:**

If the license is terminated or not renewed prior to its expiry, Licensee hereby acknowledges and agrees that ISSN will not refund, even partially, the license regardless of the date on which the termination or non-renewal occurs.

In the event where ISSN suspends the subscription owing to a force majeure event, Licensee hereby acknowledges and agrees that the amount of the fee is definitely acquired by ISSN.

Except otherwise stated in specific conventions, the price of the annual subscription is payable in full at once.

All invoices have to be paid within 60 days from the date on which they have been received.

Except otherwise stated in specific conventions, failing payment within above mentioned time limit, an interest of arrears of 10 % of the unpaid amount of the invoice, will be due by the Licensee, by right and automatically, without any obligation for ISSN to send an injunction, from the date of maturity of the invoice. Also, failing payment within above mentioned time limit, ISSN reserves itself the right to terminate or to suspend the License agreement by right and automatically, without any notice or formality other than the sending of a termination letter by registered mail.

Except otherwise stated in specific conventions, ISSN reserves itself the right to modify the price of the annual subscription on December 31 of each year. Any modification of price will be published in advance online at the latest on October 31. The modifications are deemed to have been accepted by the Licensee at the signature of the order form updated every year.

## **12. IDENTIFICATION AND CONNECTION**

Licensee and Authorized Users shall be identified and authenticated either by the use of a login and a password provided by the Licensor, or by the use of Internet Protocol ("IP") addresses provided by Licensee to Licensor.

The Database may also be accessed via the Z 39.50 protocol.

The appropriate option(s) are chosen by the Licensee, and indicated by the Licensee in the Order form.

### **12.1 CONNECTION BY INTERNET PROTOCOL ADDRESSES**

The Licensee will forward to ISSN the list of IP numbers of the computers for which a connection authorization to the ISSN Portal is requested.

The Licensee commits itself to only communicate the IP addresses corresponding to its own site.

This site is described under article 7 of the present Agreement and specified in the order form.

If, for technical or other reasons, the exact IP numbers of the computers cannot be determined, the Licensee will have to communicate one or more blocks of IP numbers corresponding to the relevant computers.

In such a case ISSN reserves itself the right to allocate a login and a password. The Licensee commits itself to keep and to have its staff and Authorized Users keep the login and password confidential and to communicate them only to users of authorized computers.

## **12.2 CONNECTION BY LOGIN AND PASSWORD**

Licensee may also be identified and authenticated by the use of login and password, provided by the Licensor. Login(s) and password(s) are assigned to the Licensee by the Licensor.

The Licensee commits itself to keep and to have its staff and Authorized Users keep the login and password confidential and to communicate them only to users of authorized computers.

## **12.3 CONNECTION VIA THE Z39.50 PROTOCOL**

Access to the ISSN Portal Service may be made via the Z39.50 protocol. ISSN communicates the technical connection details to the Licensee after having received the order form specifying the choice by Licensee of that protocol.

The Z39.50 server profile established by ISSN determines the options chosen and implemented and the options excluded as well as the name of the databases, the version of the Z39.50 protocol used, the attributes used, and the services managed. The stipulations of articles 12.1 and 12.2 of the present conditions of license apply according to this profile.

## **12.4 COOKIES**

ISSN reserves itself the right to complete the procedures described here above by the "cookies" technique, enabling the ISSN server to allocate an automatic identification (filed on the hard disk of the Licensee) to any computer connecting itself to the ISSN Portal.

## **13. RIGHT TO USE THE DATABASE**

Subject to the payment by the Licensee of the price of the License Agreement, ISSN grants the Licensee a non-exclusive and non-transferable license (without right to sublicense) to use, for its own internal purpose, the Database, subject to and in accordance with the terms and restrictions of the present agreement.

The Database may be used as follows:

- for Licensee's own use and internal purposes,
  - the rights to circulate and perform are excluded, whether or not for consideration. It is in particular prohibited to publish the ISSN records as is on the Internet,
  - only the publication of the records such as modified and expanded by Licensee-specific data is permitted.

Licensee and Authorized Users are not permitted, under the license, to circulate ISSN records as is on the distant sites and/or the electronic communication network of entities distinct from the Licensee without ISSN's express written authorization, or to grant access to the ISSN portal to any individual not expressly authorized to such network by ISSN.

Display: Licensee and Authorized Users shall have the right to electronically display the Licensed Materials.

#### **14. EXTRACTING CONTENT FROM ISSN DATABASES**

According to the Intellectual Property Code, Licensee shall not extract, reuse, store, reproduce, represent or keep, directly or indirectly, on any media whatsoever, by any means and in any form, all or a substantial part, qualitatively or quantitatively, of the contents of a database on the ISSN Portal Service.

Unless otherwise specially provided in Appendix "Specific Conventions", Authorized Users shall be permitted to extract a part non qualitatively and non quantitatively substantial of the contents contained in the database, including for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.

#### **15. RESTRICTIONS**

Except as specifically provided elsewhere in this agreement, Licensee shall not knowingly permit anyone other than Authorized Users to use the Database.

Other than as specifically permitted in this Agreement, Licensee may not use the Database for commercial purposes, including but not limited to the sale of the Database or bulk reproduction or distribution of the Database in any form.

Licensee shall in no way authorize the extraction by the public of any element whatsoever of the ISSN database. The rights granted to Licensee in this agreement are strictly personal and solely for the own needs of the Licensee and the Authorized Users.

The Licensee or any Authorized User cannot at any time make the Database partly or totally available to the public, in particular by the Internet.

Licensee shall not modify or create a derivative work of the Database without the prior written permission of Licensor.

Licensee may not remove, obscure or modify any copyright or other notices included in the Database.

The Licensee is not allowed to use the Database in order to create a new catalogue or database which is not in direct connection with its own internal purpose, to transfer the data to or in (an)other database(s) or to manipulate and/or use the Database in a way which could, directly or indirectly, compete with ISSN.

The Licensee commits itself not to publish, distribute or sell, in whatever way, the data obtained by using the ISSN Portal, and more generally not to damage in any way the right of reproduction or other rights held by ISSN.

The use of automated means allowing the access, research and download of data, whatever those means, is not permitted unless authorized in writing by ISSN.

#### **16. OWNERSHIP/ COPYRIGHT**

The Licensee expressly acknowledges that Licensor is the owner of all the intellectual property rights in the database, the ISSN Portal Service and the information and/or data

contained therein. No ownership rights in the database or the ISSN Portal Service are granted to the subscriber.

## **17. CONFIDENTIALITY**

Licensor agrees to maintain the confidentiality of any data relating to the usage of the Database by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Database and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific Authorized Users and/or uses, shall not be provided to any third party.

Licensee commits itself:

- to maintain confidential the Database by limiting access to its staff or Authorized Users as defined here above;
- to inform its staff and its Authorized Users, that the Database constitutes confidential information and that all intellectual property rights attached thereto are the exclusive property of ISSN. The Licensee will take all necessary measures in order to ensure due observance of the terms of the present article by its staff and its Authorized Users.

Licensor commits itself:

- not to interpret or publish the researches made or questions asked on the Database by the Licensee, the relationship between them, their amount and more generally their nature.

However, ISSN reserves itself the right, for its own purposes only, especially in order to improve the service, to analyze the type and amount of researches made by the Licensee.

## **18. EARLY TERMINATION**

Any action of the Licensee not covered by the terms of this agreement constitutes an infringement and justifies legal proceedings of the Licensor.

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have one month 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 time period, the non-breaching party shall have the right to terminate the Agreement without further notice.

## **19. LIABILITY**

It is expressly agreed that Licensor must use its best efforts to perform this license.

The Licensee recognizes the specificity of the ISSN Portal Service, in particular due to the rapid processing of an important quantity of data.

Licensor shall bring all its care and skills in the realization of the ISSN Portal Service.

## **ISSNII**

Databases License Agreement - General Conditions - ISSN International Centre 2005

Licensors does not warrant that the information contained in the ISSN Portal Service or the Database is error-free and does not warrant, among others, the completeness or timeliness of the information.

Licensors does not warrant the relevance of the information contained in the ISSN Portal Service.

As a result, the Licensee acknowledges that it uses the Database at its own risk and must carry out verification under its own responsibility.

Licensors cannot be held responsible for any difficulty of the transmission of the Data or more generally any disruption of the network.

The Licensee acknowledges that Licensors has fulfilled all its obligations to advise and inform the Licensee with regard to the essential characteristics of the Database and the ISSN Portal Service.

It is agreed that Licensors cannot be liable for direct or indirect damages such as loss of data, loss of markets, loss of customers and, more generally, any business trouble whatsoever that may arise out of difficulties in the operation of any information contained in the ISSN Portal Service or, more generally, from Licensors failure to comply with its obligations hereunder.

### **20. ASSIGNMENT**

Under no circumstances can this license be totally or partially assigned, whether gratuitously or for consideration.

### **21. ENTIRE AGREEMENT**

This license and its related order form constitute the entire agreement between the parties.

No general or specific terms set forth in any document sent or delivered by the parties shall be integrated into this license.

### **22. NON WAIVER**

Failure by any party to enforce any obligation under this license shall not constitute a waiver of that obligation in the future.

### **23. SEVERABILITY**

If one or several provisions of this license were to be held invalid or so declared by a law, a regulation or a final decision rendered by a court having proper jurisdiction, the other provisions shall remain in full force and effect, except if the invalid provision(s) is (are) material to this license and its (their) removal would challenge the contractual balance.

### **24. HEADINGS**

In case of conflict between the section headings and the content of the sections, headings shall be declared null and void.

**25. GOVERNING LAW**

**EXCEPT OTHERWISE SPECIFIED IN SPECIFIC CONVENTIONS, THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED ACCORDING TO, AND GOVERNED BY, THE LAWS OF FRANCE, EXCLUDING ANY SUCH LAWS THAT MIGHT DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

**26. ATTRIBUTION OF COMPETENCE**

**THE TRIBUNAL DE COMMERCE DE PARIS SHALL HAVE JURISDICTION TO HEAR ANY DISPUTE UNDER THIS AGREEMENT.**

**27. APPENDIX**

- Appendix 1: Authorized Users by the recipient of license.

*Signed in duplicate*

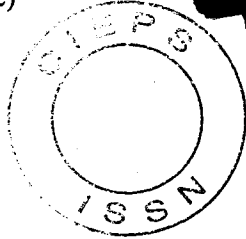
The Licensee  
(signature)

Date

ISSN  
(signature)

Date :

20.11.06



Appendix 1

Authorized Users. "Authorized Users" are:

Persons Affiliated with the University of California, San Diego. 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.