

License Agreement for the Supply of Business Monitor Online (BMO)

Purchase Order Number: 9476179

This Agreement for the supply of the Business Monitor Online (BMO) information service is made between Business Monitor International Limited ("BMI") whose office address is at [text removed] and the Subscriber listed in Appendix A.

The Subscriber has purchased a non-transferable, non-exclusive, license to access BMO, which will be subject to the following terms and conditions. The "content" within the database is also referred to in this agreement as "material", "intellectual property" "report" and "data". Once the licensee has signed the contract, the licensee has agreed to the terms of the agreement.

1. AVAILABILITY OF SERVICES: BMI will use reasonable endeavors to ensure that the BMO Services that form part of this specific package of content will be made available to the Subscriber 24 hours per day throughout the Subscription Period ("Normal Service Availability"). However BMI reserves the right to, a) to vary the Normal Service Availability in any way provided it gives the Subscriber 48 hours notice of its intention to do so. b) to suspend the Services temporarily in the event of technical difficulties or other circumstances beyond the reasonable control of BMI. In the event of any such variation or suspension of Services BMI will use all reasonable endeavors to resume Normal Service Availability as soon as practicable but except for the obligation to reimburse for nonconforming performance as described in section 5, in proportion to the total Fees owed, BMI shall not be liable for any loss, damage or claim caused by such variation or suspension.

2. AUTHORISED USE OF SERVICES: i) Access to the Services is restricted to the specific institution listed in 'Appendix - A'. ii) Where access is via specific IP addresses, these should be listed also in 'Appendix A'.

iii) The Subscriber also warrants that:

(a) it shall make reasonable efforts to inform users that any user name, Password or other identification measure employed to access the Services for remote use is not disclosed to any person other than the persons authorized to access the same; and

(b) shall make reasonable efforts to inform users all authorized persons will use the Services only in accordance with this Agreement; and

(c) make reasonable efforts to maintain levels of network security on par with that of peer institutions; and

(d) it shall make reasonable efforts to comply with all applicable laws and regulations relating to the activities contemplated under this Agreement.

(e) The Content held within the BMO service may only be used for personal, educational, research, or other scholarly purposes. The Subscriber will make reasonable efforts to ensure remote access Users shall be limited to Authorized Users of the Subscriber. On-campus, Users may include walk-in patrons but the Subscriber must make reasonable efforts to ensure that these walk-in patrons that the Services are only to be used for personal, educational, research, or other scholarly purposes. In every instance, permission must be sought from BMI before any commercial use of the Service or Content within it is undertaken.

3. OWNERSHIP OF INTELLECTUAL PROPERTY: (i) The Subscriber acknowledges that:

(a) all Intellectual Property Rights (IPR) (including all patents, copyrights, rights in software, design rights, trade marks, service marks, trade secrets, know-how, database rights, domain names, and all other intellectual or industrial property rights (whether registered or unregistered)) and all applications for the same, anywhere in the world) in the Services, the information contained therein, in all documentation, training materials and related matter, and in all parts thereof, are owned by BMI;

(b) that it does not have any IPR nor any other proprietary interests in the Services, or in any data or material contained in it; and

(c) except as expressly permitted in this Agreement, nothing herein shall be taken as conferring by implication, estoppel or otherwise any license or right to use any IPR in the Services without the prior written approval of BMI or third parties who may own such IPR.

(ii) The Subscriber undertakes that it will not copy, reproduce, extract or transmit in any form for any purpose that could be deemed competitive to BMI.

(iii) Unless otherwise agreed in writing in advance by BMI, the material (in whole or in part) may not be sold, nor passed on, communicated, or disseminated in any form, nor access granted to any third

party (including but not limited to clients/potential clients/suppliers/agents/partners in other ventures/accountants/solicitors/bankers/ brokers/licensees). Nor to any subsidiary, associated or holding company (whether direct or indirect) of the subscriber, whether trading or non-trading, or to any entity trading under the same umbrella trading name where the direct equity interest is different in any way to that of the subscriber.

(iv) The Subscribers may only use the Services for their own personal, educational, research, or other scholarly purposes, or as follows or in accordance with normal Fair Use practices of scholarly sharing, as described in section 107 of the US copyright law.

(a.) They may only store material in the memory of, display material upon the monitor of, and use the printing facilities connected to, the PC through which the Services are being accessed in order to download and/or access material.

Where the Subscriber effectively copies, or has effectively copied, the intellectual property onto a hard disk, file server or equivalent at its own premises for ease of use, reference or any other reason, it is hereby agreeing to limit access for personal, educational, research, or other scholarly purposes to the Authorized users unless otherwise agreed in writing, and upon payment of additional fees to BMI.

(b.) distribute copies in paper and/or electronic form of material so long as all copies made are distributed within the immediate organization of the Subscriber.

The Licensee will not be held financially or legally responsible for the actions of individual users.

Although BMI makes reasonable efforts to ensure the accuracy and reliability of its content, BMI will not be liable for any loss or damage sustained by financial reliance on any figure, statement or inference contained within any BMI's report or intellectual property

4. PAYMENT: The Subscriber undertakes to pay for the supply of the Services for the initial and any subsequent terms of the Agreement in accordance with clause 6, and the Subscriber undertakes to settle invoices issued by BMI in respect of the Services within 60 days of receipt.

5. LIMITATION ON LIABILITY: (i) Except as provided in Clause 5 (ii) and Clause 14, all conditions and warranties whether express or implied by statute or otherwise (including but not limited to those as to description, merchantability or fitness for purpose) are excluded from this agreement. In particular whilst BMI aims to ensure that material contained within the Services is accurate and complete, BMI gives no warranty, express or implied, that the material supplied as part of the Services is suitable for any particular purpose, nor that it is complete, correct, or up to date. (ii) BMI will use all reasonable efforts to ensure that the Services and any software relating thereto provided by BMI will perform in accordance with any BMI user guide that is available. In the event that the Licensor fails to operate in conformance with the terms of this agreement and does not remedy the nonconformance in a reasonable time, BMI's obligation shall be limited to using its reasonable efforts to remedy any deficiencies in the relevant Services, or at its option, or at licensee's option, to canceling, crediting or refunding all charges due from the Subscriber in respect of any period for which the Services have failed to perform correctly. The obligation to correct defects or cancel, credit or refund a proportionate part of the charges described above shall constitute the full extent of BMI's liability in respect of any loss or damage sustained by the Subscriber whether caused by breach of this Agreement, misrepresentation, negligence of BMI (or its employees or agents) or from any other cause, and in particular, The Parties shall not be liable for any consequential, economic or other direct or indirect loss (including but not limited to any damages payable to a third party, loss of profits or wasted resources) suffered by The Parties, provided that if for any reason this provision is invalid or unenforceable, the maximum aggregate liability of The Parties shall not exceed the total annual charges payable by the Subscriber for the Services. The foregoing exclusions and limitations of liability shall not apply in the case of death or personal injury.

6. SUBSCRIPTION PERIOD & TERMINATION: (i) This agreement shall be for an initial minimum period of 12 months. The subscription shall be renewed on the last day of the agreement, for a period of twelve months following that initial term. The Subscriber may terminate the subscription by serving notice, in writing, 60 days prior to the last day, of the end of, either the initial period or any subsequent periods thereafter, allowing the agreement between BMI and the subscriber to expire on the last day of the term where notice has been served. BMI may also notify the subscriber at any time 90 days prior

to the renewal date of any changes in the cost to the subscriber for the use of the online services BMI offer during the subsequent term. BMI shall be limited to raising the price just once annually, upon renewal and no more than 5 percent.

(ii). 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 has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have 30 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 30 days, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause online access to the Licensed Materials by Licensee and Authorized Users shall be terminated. 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.

7. 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. Such data may be used solely for purposes directly related to the Licensed Materials 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 users and/or uses, shall not be provided to any third party.

8. FORCE MAJEURE: No party shall be liable to the other for the delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including without limitation, any of the following: act of God, government act, war, fire, flood, explosion or civil commotion.

9. WAIVER: No forbearance or delay by BMI or Licensee in enforcing their rights will prejudice or restrict the rights of BMI or Licensee, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

10. NO ASSIGNMENT: The benefit of this Agreement may not be assigned in whole or in part by the Subscriber without the prior written consent of BMI.

11. ENTIRE AGREEMENT: This agreement constitutes the whole agreement between BMI and the Subscriber relating to BMI services and supersedes and replaces any prior agreements and arrangements of whatever nature relating thereto. For the avoidance of doubt, BMI is hereby giving notice that subscriptions provided previously under different contractual arrangements will continue under those earlier terms until the earliest termination date provided, whereupon the terms and conditions of this agreement will prevail for any continuation of Service thereafter.

12. INVALIDITY: If any party of this Agreement shall be held unenforceable the rest of the Agreement shall nevertheless remain in full force and effect.

13. GOVERNING LAW: This agreement shall be governed by and construed in accordance with the laws of the home state of the client.

14. COPYRIGHT WARRANTY AND INDEMNITY: 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 Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. 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 in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

BMO LICENSE AGREEMENT – SPECIAL FALL 2005 PROMOTION!	
SERVICES	BMO Service
AGREEMENT PERIOD	12 month period beginning on 1st January 2006
FORMAT	Online Web access
DELIVERY	Online Access via BMI servers and IP access at: http://www.businessmonitor.com/enter
LICENSED USERS	Campus-wide & Remote Dial-in by authorized Users
TOTAL FEES	US\$6,000/annum (*ORDER MUST BE PLACED BY 20/12/2005)
PRIMARY CONTACT (SUBSCRIBER)	Christine Peters [text removed]
DELIVERY ADDRESS (SUBSCRIBER)	[text removed] [text removed]
INVOICE ADDRESS (SUBSCRIBER)	[text removed] [text removed]
TECHNICAL CONTACT (SUBSCRIBER)	Christine Peters [text removed]
SIGNED FOR CLIENT	[signature removed]
NAME	Tony Harvell
POSITION	Head, UCSD Libraries Acquisitions
DATE	12/14/2005
PRIMARY CONTACT (BMI)	Tim Burrows [text removed]
CUSTOMER SERVICES CONTACT (BMI)	Angelika Nielsen [text removed]
SIGNED FOR BUSINESS MONITOR INTERNATIONAL	[signature removed]
NAME	Tim Burrows
POSITION	Business Development Executive
DATE	12/16/05

PLEASE FAX COMPLETED AGREEMENT TO [text removed]

APPENDIX A

Licensed Institutions

INSTITUTION NAME	MAIN CONTACT NAME	LOCATION	TELEPHONE	E-MAIL
1.) UCSD	Christine Peters	[text removed]	[text removed]	[text removed]
2.)				
3.)				
4.)				
5.)				
6.)				
7.)				
8.)				
9.)				

Further details for correspondingly numbered institutions above

IP RANGE	TECHNICAL CONTACT E-MAIL	TECHNICAL CONTACT NAME	TECHNICAL CONTACT TELEPHONE
1.) See Attached			
2.)			
3.)			
4.)			
5.)			
6.)			
7.)			
8.)			
9.)			

