

DIALOG CORPORATION

PROFOUND RIDER

This Profound Rider (“Rider”) to the Service Agreement for The Dialog Corporation (“the Agreement”) with The Dialog Corporation and its subsidiaries (“The Dialog Corporation”) for Dialog®, DataStar™, Dialog OnDisc® and Profound Products and Services amends the terms and conditions between The Dialog Corporation and (“Customer”) as listed below.

Customer’s Organization Name: University of California, San Diego

Contact Name: *(text removed)*

Dept./Division: *(text removed)*

Address: *(text removed)*

City/State/Zip: *(text removed)*

Telephone: *(text removed)*

Email: *(text removed)*

Start Date of this Rider: June 6, 2000

Term: 12 months

Annual Subscription Fee: *(text removed)*

Total Number of Profound Users: 1

Annual Usage Credit: *(text removed)*

Payment Terms: *(text removed)*

Sales Representative: *(text removed)*

Offer Approved by Regional Sales Manager:

1. Plan Description. This Profound Rider provides Customer access to all of The Dialog Corporation’s Profound Products and Services. Under the terms of this Rider, Customer commits to pay a non-refundable Annual Usage Credit Fee (“Annual Fee”), to be paid by the Customer within thirty (30) days of the date of invoice, for the services listed in Section 2 below. In return, Customer receives an Annual Percentage Discount on the services listed in Section 2 below, which Customer may use at any time during the term of this Rider. Customer will be charged additional amounts (calculated at then-current Price List rates) for any and all usage which exceeds the Annual Fee. Customer may, during the term of this Rider, increase its Annual Fee by paying an additional amount to be determined by Dialog and Customer. Any prepaid usage remaining at the end of a term will not be carried over to the next Renewal Term, unless however, Customer renew this Rider in the amount equal to or greater than Customer’s actual usage for the prior term.

2. Charges for which the Annual Fee can be applied:

- All publicly available Profound online databases

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- Search and retrieval time, type, print, display, and report output, Alert profiles and associated print charges
- Additional password fees and reactivation fees for passwords
- Documentation by The Dialog Corporation

3. Charges not included in this Rider. In addition to the Annual Fee, Customer will be invoiced the then-current Price List rates for the following:

- Applicable taxes
- Products and services not listed in Section 2 above

4. Other Provisions:

- Access to databases and services may be limited by country due to government or Information Provider restrictions
- From time to time, The Dialog Corporation may discontinue some of the features, products, or services currently included in this offer.

5. Acceptance. This Rider is only valid upon approval by The Dialog Regional Sales Manager.

6. Commencement of Service. Customers may begin service upon approval of the Rider by The Dialog Corporation.

7. Renewal. This Rider will be automatically renewed at the end of each term, for a period of 12 months (“Renewal Term”). The Dialog Corporation may revise the Annual Fee for the Renewal Term by providing notice not less than 45 days prior to the end of the Term. Customer may elect not to renew the Rider by giving written notice no less than 30 days prior to the end of the Term. If Customer continues to use the services after the end of the then current Term, Customer is deemed to have accepted the Renewal Term at the revised Annual Fee amount (if applicable).

8. Termination. Customer may terminate this Rider by giving written notice 30 days prior to the end of the term. Termination under this provision only acts to terminate the obligations set forth under this Rider, and does not terminate any other agreements between the parties which are in effect at the time of termination. Upon termination of this Rider, any and all of the prepaid unused Annual Fee will be forfeited by Customer.

9. Confidentiality. The parties agree that the specific terms and conditions of this Rider shall be kept *strictly confidential* except for necessary disclosures made to agents, attorneys, and accountants of Customer under a binder of secrecy. If this confidentiality is breached, the special terms of this Rider may be voided by The Dialog Corporation.

10. Final Agreement. This Rider, including Service Agreement, constitutes the complete, final, and exclusive agreement between the parties regarding its terms and supersedes all prior promises,

representations, or agreements. This Rider may be amended only by a written amendment signed by an authorized representative of The Dialog Corporation.

Please sign below to indicate that you have read and accept the terms of this Rider. Keep a copy for your records.

Authorized Signature: *(text removed)*

Print Name and Title: *(text removed)*

Email Address: *(text removed)*

Please return to your local Sales Representative: *(text removed)*

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