

**NATURE PUBLISHING GROUP  
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<b>AGREEMENT DATE:</b> December 15, 2008	<b>AGREEMENT REF NO:</b> [REDACTED]
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<b>SECTION A. NATURE</b> [Extraneous material deleted.]	
<b>SECTION B. NPG JOURNALS</b> [Extraneous material deleted.]	
<b>SECTION C. THIRD-PARTY JOURNALS</b> [Extraneous material deleted.]	
<b>SECTION D. NEWS</b> [Extraneous material deleted.]	
<b>SECTION E. PALGRAVE MACMILLAN JOURNALS</b>	
<input checked="" type="checkbox"/> <b>Acta Politica</b> The electronic versions of (a) the most recent print edition of <i>Acta Politica</i> ; and (b) all previous print editions of <i>Acta Politica</i> that were first published within the previous four (4) years, from the later of the Commencement Date or the most recent of any subsequent Renewal Date (both as defined herein), but in any event all editions first published since the Commencement Date, in each case as available for access on the Internet at the URL <a href="http://www.palgrave-journals.com/np">http://www.palgrave-journals.com/np</a> together with any additional material that the Licensor makes available to the Licensee.	
<input checked="" type="checkbox"/> <b>Latino Studies</b> The electronic versions of (a) the most recent print edition of <i>Latino Studies</i> ; and (b) all previous print editions of <i>Latino Studies</i> that were first published within the previous four (4) years, from the later of the Commencement Date or the most recent of any subsequent Renewal Date (both as defined herein), but in any event all editions first published since the Commencement Date, in each case as available for access on the Internet at the URL <a href="http://www.palgrave-journals.com/lat">http://www.palgrave-journals.com/lat</a> together with any additional material that the Licensor makes available to the Licensee.	
<input checked="" type="checkbox"/> <b>Social Theory &amp; Health</b> The electronic versions of (a) the most recent print edition of <i>Social Theory &amp; Health</i> ; and (b) all previous print editions of <i>Social Theory &amp; Health</i> that were first published within the previous four (4) years, from the later of the Commencement Date or the most recent of any subsequent Renewal Date (both as defined herein), but in any event all editions first published since the Commencement Date, in each case as available for access on the Internet at the URL <a href="http://www.palgrave-journals.com/sth">http://www.palgrave-journals.com/sth</a> together with any additional material that the Licensor makes available to the Licensee.	
<b>SECTION F. PALGRAVE MACMILLAN THIRD PARTY JOURNALS</b>	
<input checked="" type="checkbox"/> <b>Comparative Economic Studies</b> The electronic versions of (a) the most recent print edition of <i>Comparative Economic Studies</i> ; and (b) all previous print editions of <i>Comparative Economic Studies</i> that were first published within the previous four (4) years, from the later of the Commencement Date or the most recent of any subsequent Renewal Date (both as defined herein), but in any event all editions first published since the Commencement Date, in each case as available for access on the Internet at the URL	

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<p><b>LICENSE DETAILS:</b>  <b>Chargeable Users:</b>  Licensee's average number of staff and students (as defined in the attached Terms) during the 12 month period prior to the Commencement Date:</p> <p>Licensee's Full Staff and Students: [ ] (for Nature)</p> <p>Licensee's Scientific Department Staff and Students: [ ] (for NPG Journals and Third-Party Journals)</p> <p>Licensee's Non-Scientific Department Staff and Students: [ 14,000 ] (for Palgrave Macmillan Journals and Palgrave Macmillan Third Party Journals)</p> <p>IP Address of Licensee Network:  See attached Schedule A</p>	
<p><b>Commencement Date: 1 January 2008</b></p> <p>Supply Period: 12 months from the Commencement Date or as otherwise extended in accordance with clause 4.1 of the attached terms.</p>	
<p>License Fee: \$ [REDACTED]</p>	
<p><b>Special terms:</b></p> <p>Solely with respect to the following Palgrave Macmillan Journals and Palgrave Macmillan Third Party Journals:</p> <p><i>Acta Politica, Comparative Economics Studies, Feminist Review, IMF Staff Papers, Journal of International Business Studies, Journal of the Operational Research Society, Latino Studies, Polity, and Social Theory &amp; Health; (collectively the "Palgrave Journals"),</i></p> <p>the Post Supply License shall include access to the Palgrave Journals published from January 1, 2004 through December 31, 2008, to the extent available as set forth in the applicable description of such Palgrave Journal (the "Supplemental Licensed Material"). The terms and conditions of Section 4.6 shall apply to the Supplemental Licensed Material to the same extent as such terms and conditions apply to the Licensed Material. Licensee acknowledges that any previous online access that Licensee may have had to the Palgrave Journals through a separate subscription through Palgrave or otherwise and any terms thereof or related thereto, are hereby deemed cancelled and superseded in their entirety by this License Agreement.</p> <p>See 1.1a, 2.1c, 2.1g, 2.5, 3b, 4.6b, 6.2, 7.5, 8.5, 8.7, 13</p>	
<p><b>Licensor Details</b>  Manager: Laura Brown  Tel: [REDACTED]  Fax: [REDACTED]  Email: [REDACTED]</p> <p><b>Helpdesk:</b>  Tel: [REDACTED]  E- [REDACTED]</p>	<p><b>Licensee Details:</b>  Head, Acquisitions: Tony Harvell  Tel: [REDACTED]  Fax: [REDACTED]  Email: [REDACTED]</p>

The parties each agree to the terms of this Agreement (which expression includes this Schedule and the attached Terms).

Signed by:   
For and on behalf of  
Nature America, Inc.

Signed by:   
For and on behalf of  
Licensee

## TERMS

### 1. INTERPRETATION

1.1 In this Agreement (as defined below), unless the context requires otherwise, the following expressions have the following meanings:

"Agreement": means as defined in the Schedule;  
 "Authorized User": (a) every member of the teaching and research staff [and non-academic staff] employed by or otherwise accredited by a Member whether full-time or part time; (b) every student enrolled or accredited to the Licensee for the purposes of full-time or part-time attendance; (c) individual members of the public registered as users of the Licensee's library or information service; and (d) individual members of the public permitted to use the Licensee's library or information services; in each case who are permitted general access to the Network by the Licensee;

"Chargeable Users": as set out in the Schedule;  
 "Customer Support": the Helpdesk (as set out in the Schedule) providing reasonable e-mail and telephone support;

"Commencement Date": as set out in the Schedule;

"Full Staff and Students": the full time students enrolled or accredited to the Licensee and the full time teaching and research staff employed by or otherwise accredited to the Licensee (relevant to Nature only);

"License Fee": as set out in the Schedule;

"Licensed Material": those agreed Nature, NPG Journals, Third-Party Journals, Palgrave Macmillan Journals and Palgrave Macmillan Third Party Journals and/or News elements indicated on the Schedule;

"Network": the Licensee's local area network system of connected computers at the Site, the IP address for which is set out in the Schedule;

"Non-Scientific Department Staff and Students": the full-time students enrolled or accredited to the Licensee and the full-time teaching and research staff employed by or otherwise accredited to the Licensee, excluding those in the scientific departments (relevant to Palgrave Macmillan Journals and Palgrave Macmillan Third Party Journals);

"Renewal Date": means as defined in Clause 4.1;

"Schedule": the attached schedule preceding the Terms to this Agreement;

"Scientific Department Staff and Students": the full time students enrolled or accredited to the Scientific Department of the Licensee and the full time teaching and research staff employed by or otherwise accredited to the Scientific

Department of the Licensee (relevant to NPG Journals and Third-Party Journals only);

"Site": the premises located at the Site Address set out in the Schedule; and

"Supply Period": as set out in the Schedule or as otherwise extended pursuant to Clause 4.1.

1.2 The Agreement contains the entire agreement and undertaking between the parties relating to the Licensed Material and supersedes any prior agreement.

1.3 The termination of this Agreement shall not prejudice the rights and remedies of either party against the other in respect of any prior breach of covenant, terms, warranty or condition.

1.4 The failure of any party to enforce any provision of this Agreement on any one occasion shall not affect its right to enforce another provision or the same provision on another occasion.

1.5 Nothing contained in this Agreement shall constitute or shall be construed as constituting a partnership, joint venture, or contract of employment between the parties.

### 2. DELIVERY AND GRANT OF RIGHTS

2.1 In consideration of the payments made by the Licensee, and subject to the Licensee observing its obligations under this Agreement, the Licensor grants to the Licensee the following non-exclusive rights ("the Rights") for the Supply Period:

(a) access via the Network at any time (subject to Clause 7) the Licensor's server, or as the case may be any service provided by an agent on its behalf, for the purpose of accessing the Licensed Material for research, teaching, and private study purposes by means of workstations located at the Site connected to the Network;

(b) make the Licensed Material accessible directly or remotely via the Network to the Authorized Users for their research, teaching, and private study purposes in accordance with the Licensee's customary policies and practices acceptable to the Licensor;

(c) permit Authorized Users to print and/or download individual articles and other individual items from searches of the Licensed Material for research, teaching, and private study purposes by means of workstations located ~~at the Site~~ connected to the Network;

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(g) **Scholarly Sharing.** Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for resale or commercial purposes.

2.2 The Rights are personal to the Licensee and do not extend to its subsidiary or parent organizations, or to any other related or affiliated organizations. The Licensee may not assign, sub-license, transfer, charge or otherwise dispose of its rights under this Agreement without the prior written consent of the Licensor.

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faults in or failures of their apparatus or of the Licensee's computer equipment.

2.5 The Licensor acknowledges that Licensee may engage the services of third-party trusted archives ("Third Party Archive") to fulfil the requirements of this provision. The selection and engagement of the Third Party Archive shall be subject to Licensor's prior written consent and Licensee agrees that it will not enter into any archive agreement with a Third Party Archive without Licensor's express written consent. Licensor agrees to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Material available for archiving purposes.

### 3. USAGE RESTRICTIONS

Except as expressly permitted in Clause 2.1, the Licensee warrants that it will not, nor will it license or permit others to, directly or indirectly, without the Licensor's prior written consent:

- (a) sell, distribute, license, rent or otherwise exploit the Licensed Material, or any element of it, for any commercial purpose;
- (b) make the Licensed Material, or any element of it, available by any means to persons other than Authorized Users except as explicitly permitted in Section 2;
- (c) make the Licensed Material, or any element of it, available on, or by, electronic bulletin boards, news groups, Web sites, FTP or any other means of posting or transmitting material on the Internet, an on-line service or wide area network;
- (d) remove or obscure the Licensor's copyright notice from the Licensed Material including hard-copy print-outs;
- (e) use the Licensed Material to create any derivative work, product or service, or merge the Licensed Material with any other product, database, or service;
- (f) alter, amend, modify, translate, or change the Licensed Material;
- (g) undertake any activity that may have a damaging effect on the Licensor's ability to achieve revenue through selling and marketing the Licensed Material;
- (h) otherwise use the Licensed Material supplied in accordance with this Agreement in a manner that would infringe the copyright or other proprietary rights contained within it;
- (i) make the Licensed Material or any part of it available by remote access to any person other than Authorized Users; or

(j) make mass, automated or systematic extractions from or hard copy storage of the Licensed Material.

#### 4. TERM AND TERMINATION

4.1 This Agreement shall begin on the Commencement Date and continue for the initial period of the Supply Period as defined in the Schedule. The Licensor may agree to extend the Supply Period for additional one-year periods, from the end of the initial period or any subsequent additional one-year period (the "Renewal Date"), subject to payment of appropriate fees and acceptance thereof by the Licensor.

4.2 Either party may terminate the Supply Period at any time upon written notice to the other if the other party commits a material breach of any term of this Agreement (for the avoidance of doubt non-payment of any fees as they fall due under this Agreement by the Licensee shall constitute a material breach). The termination will become effective thirty days after receipt of written notice unless, in the case of a remediable breach, during the relevant period of thirty days the defaulting party has remedied the breach.

4.3 Licensor may terminate the Supply Period or the Supply Period for any part(s) of the Licensed Material only at any time upon thirty days' written notice to the Licensee.

4.4 If termination of the Supply Period occurs as a result of notice being given by the Licensee under Clause 4.2, 4.5 or 10.2 or by the Licensor under Clause 4.3 or 10.2 the Licensor shall repay the Licensee a pro-rateable proportion of the License Fee as represents the paid for but unexpired Supply Period at the date of termination. If the Supply Period is terminated for any part(s) of the Licensed Material only under Clause 4.3 then the Licensor shall repay the Licensee a pro-rateable proportion of that part of the License Fee that represents the Licensed Material so terminated only.

4.5 Either party may terminate the Supply Period forthwith on notice in writing to the other if the other party is unable to pay its debts or ceases or threatens to cease to carry on business, goes into administration, receivership or administrative receivership, or any event analogous to any of the foregoing occurs in any jurisdiction.

4.6 On expiry or termination of the Supply Period, Licensees shall have no rights of any kind to any Licensed Material published after the date of termination. On expiry or termination of the Supply Period, otherwise than as a result of notice being given by the Licensor under Clause 4.2, 4.3 or 4.5, the Licensee's non-exclusive license of the Rights shall, subject to (except as otherwise set forth in this Clause 4.6) all the terms and conditions in this Agreement (including without limitation this sub-clause 4.6, Clause 4.8 and the other provisions of this Clause 4), continue indefinitely in respect of the Licensed Material first published during the Supply Period as follows:

(a) Those agreed Nature and NPG Journals elements indicated in Section A and B of the Schedule and those agreed Palgrave Macmillan Journals elements indicated in Section E of the Schedule SUBJECT ALWAYS to the Licensee's continued compliance with the terms of this Agreement and payment of such reasonable annual access fee as Licensor may from time to time charge (or such alternative supply arrangement terms and costs as the parties may agree); and

(b) Those agreed Third Party Journals elements indicated in Section C of the Schedule (the "C Content") and those agreed Palgrave Macmillan Third Party Journals elements indicated in Section F of the Schedule (the "F" content) SUBJECT ALWAYS to the Licensee's continued compliance with the terms of this Agreement and payment of such reasonable annual access fee as Licensor may from time to time charge (or such alternative supply arrangement terms and costs as the parties may agree); PROVIDED THAT due to rights restrictions it may only be possible to allow access to the C Content and/or the F content via the Network for a limited period or not at all. The Licensor shall, after the end of such limited period or if it is not able to allow any access via the Network and provided that it has the rights to do so, deliver the C Content and/or F content in a physical storage media (the "Media") to the Licensee SUBJECT ALWAYS to the Licensee's compliance with the terms of any additional license terms notified to the Licensee on delivery of the Media (the "Media License") that are appropriate for such physical media (for the avoidance of doubt, in respect of the use of the Media and the C Content and/or F content by the Licensee the terms of the Media License shall prevail over the terms of this Agreement if there is a conflict or other inconsistency) and payment of such reasonable supply fee as Licensor may

from time to time charge to cover his handling costs (or such alternative supply arrangement terms and costs as the parties may agree). The Media License will be a separate addendum that requests for mutual agreement between the Licensee and the Licensor. Licensee has the right to decline to exercise its option to the Media License.

(the "Post Supply License").

For the avoidance of doubt, the Post Supply License shall not include access to any Licensed Material published prior to the Supply Period to which access may have been granted during the Supply Period, except as described in the Special Terms section of this license.

4.7 Without prejudice to any other rights the Licensor may have, the Licensor may suspend the provision of the Licensed Material to the Licensee with immediate effect on written notice without liability if the Licensor believes the Licensed Material is being used in a manner that contravenes the provisions of this Agreement or the Media License or in the event of delay or failure to pay in accordance with clause 5.

4.8 The Licensor may terminate this Agreement (including the Post Supply License) at any time upon written notice to the Licensee if the Licensee commits a breach of any term of this Agreement or the Media License. The termination will become effective thirty days after receipt of written notice unless, in the case of a remediable default, during the relevant period of thirty days the Licensee has remedied the default.

4.9 On termination of the Supply Period as a result of notice being given by the Licensor under Clause 4.2, 4.3 or 4.5 or on termination of the Post Supply License as a result of notice being given by the Licensor under Clause 4.8, the Licensee shall have no further rights of any kind in the Licensed Material and the Licensee agrees to destroy and use its best endeavours to procure that all Authorized Users destroy, all Licensed Material stored on its Network or in CD-Rom or other hard copy form both on paper and in any digital information storage media or other physical media storage, including, but not limited to, system servers, hard disks, diskettes, and back up tapes.

4.10 When calculating the reasonable annual access fee payable by the Licensee pursuant to clause 4.6 the Licensor shall be entitled to increase such fee on an annual basis including

but not limited to reflect any increase in the number of Chargeable Users, any change in the business of the Licensee or any increase in supply or other costs incurred by the Licensor.

## 5. LICENSE FEE

5.1 The Licensee agrees to pay to the Licensor the License Fee and any other payments under this Agreement within 30 days of the date of invoice.

5.2 All amounts payable by the Licensee under this Agreement shall be exclusive of any sales, use, value added or similar taxes.

## 6. NATURE, NPG JOURNALS, AND/OR THIRD-PARTY JOURNALS, PALGRAVE MACMILLAN JOURNALS AND/OR PALGRAVE MACMILLAN THIRD PARTY JOURNALS LICENSE FEE (NOT APPLICABLE TO NEWS)

6.1 Where the Licensed Material includes Nature, NPG Journals, and/or Third-Party Journals, Palgrave Macmillan Journals and/or Palgrave Macmillan Third Party Journals elements the License Fee is calculated on the basis of Chargeable Users. The Licensee warrants that its Chargeable Users during the 12 months prior to the Commencement Date did not exceed the number of Chargeable Users as stated in the Schedule in respect of Nature, NPG Journals and/or Third-Party Journals, Palgrave Macmillan Journals and/or Palgrave Macmillan Third Party Journals

6.2 The License Fee is assessed on the number of the Licensee's Chargeable Users during the 12 month period prior to the Commencement Date for the initial 12 month period of the Supply Period and for each 12 month period prior to any subsequent 12 month extensions agreed to by the Licensor. ~~The Licensee must immediately notify the Licensor if at any time~~ [At renewal the Licensee must notify the Licensor if] the actual number of Chargeable Users exceeds the number of Chargeable Users stated in the Schedule. The Licensee acknowledges that in the event that such number of Chargeable Users increases during the initial 12 month period of the Supply Period or in any subsequent 12 month extension period agreed to by the Licensor the License Fee will be increased in accordance with the Licensee's then applicable charges for any subsequent 12 month extension period agreed to by the Licensor.

## 7. LICENSEE'S UNDERTAKINGS

7.1 The Licensee will take all reasonable steps to ensure that the Licensed Material is used only in accordance with the terms and conditions of this Agreement and shall inform Authorized Users of the permitted use restrictions and other provisions set out in this Agreement.

7.2 The Licensee shall put into place reasonable procedures to monitor the compliance with the terms and conditions of this Agreement by the Authorized Users.

7.3 The Licensee will notify the Licensor immediately of infringements that come to the Licensee's notice and the Licensee agrees to cooperate with the Licensor as appropriate to stop further abuse should it occur.

7.4 Subject to Clause 4.9, nothing in this Agreement shall make the Licensee liable for breach of the restrictions set out in the terms and conditions of this Agreement by any Authorized User as long as the Licensee complied with the terms of Clauses 6, 7.1, 7.2 and 7.3 and did not cause, intentionally assist in or encourage such breach nor allowed it to continue after having received notice of such breach whether from the Licensor or otherwise. However, in the event of continuing abuse the Licensor shall be entitled to terminate this Agreement.

7.5 The Licensor shall be entitled to monitor the use of the Licensed Material through the Licensor's servers, or as the case may be any service provided by an agent on its behalf, so as to monitor compliance with this Agreement. In such monitoring, the privacy of individual user shall not be infringed.

## 8. WARRANTIES, UNDERTAKINGS AND INDEMNITIES

8.1 The Licensor warrants to the Licensee that it has full right and authority to grant the Rights to the Licensee and that the use by the Licensee of the Licensed Material in accordance with this Agreement will not infringe the rights of any third party.

8.2 The Licensor shall indemnify the Licensee for the amount of any award of damages against the Licensee by a court of competent jurisdiction as a result of any claim arising from a breach of the warranty in Clause 8.1 provided that the Licensee must inform the Licensor immediately upon becoming aware of any claim, not attempt to compromise or settle the claim and give

reasonable assistance to the Licensor who shall be entitled to assume sole conduct of any defence and shall have the right at its option:

- (a) to procure the right for the Licensee to continue using the Licensed Material;
- (b) to make such alterations, modifications or adjustments to the Licensed Material that it becomes non-infringing without incurring a material reduction in performance or function; or
- (c) to replace the Licensed Material with non-infringing substitutes provided that such substitutes do not entail a material reduction in performance or function.

8.3 The Licensor shall not be liable to the Licensee for any loss or damage whatsoever resulting from omissions or inaccuracies in the Licensed Material regardless of how caused. The Licensor does not warrant that access to the Licensed Material will be free from errors or faults. In the event of a fault, the Licensee shall notify Customer Support of the same by telephone, electronic mail or in writing.

8.4 Without prejudice to the generality of the foregoing, the Licensor shall not be liable for any claim arising from:

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- (b) the failure by the Licensee to implement recommendations previously advised by the Licensor in respect of, or solutions for, faults in the Licensed Material; or
- (c) the decompilation or modification of the Licensed Material or its merger with any other program or any maintenance repair adjustment alteration or enhancement of the Licensed Material by any person other than the Licensor or its authorized agent; or
- (d) the Licensee or any Authorized User being unable to exercise the Rights due to the Licensed Material being unavailable as a result of any act or omission of the Licensor provided that the period for which the Licensed Material is not available shall not exceed a period of 50 hours (in aggregate) in any continuous period of 1000 hours.

8.5 The Licensee shall use [commercially reasonable efforts consistent with the efforts it uses to safeguard its own confidential information and propriety rights] its best efforts to safeguard the intellectual property, confidential information including without limitation the terms of this Agreement, and

proprietary rights of the Licensor, except as required by law.

**8.6 THE LICENSED MATERIAL IS PROVIDED "AS IS." NEITHER THE LICENSOR NOR ANYONE ELSE MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF SATISFACTORY QUALITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CLAUSE 8 AND CLAUSE 12, ALL CONDITIONS, WARRANTIES, TERMS, REPRESENTATIONS, AND UNDERTAKINGS EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN RESPECT OF THE LICENSED MATERIAL ARE TO THE FULLEST EXTENT PERMITTED BY LAW EXPRESSLY EXCLUDED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY REPRESENTATIVE OF THE LICENSOR OR BY ANYONE ELSE SHALL CREATE ANY WARRANTIES.**

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**9. USAGE STATISTICS  
(RELEVANT TO NATURE, NPG JOURNALS, THIRD-PARTY JOURNALS, PALGRAVE MACMILLAN JOURNALS AND/OR PALGRAVE MACMILLAN THIRD PARTY JOURNALS AND NEWS)**

The Licensor confirms to the Licensee that usage statistics covering the online usage of Nature, NPC Journals, Third-Party Journals, Palgrave Macmillan Journals and/or Palgrave Macmillan Third Party Journals and News covered by this Agreement will be provided. The Licensor further confirms that it shall use all reasonable endeavours to ensure that such usage statistics will adhere to the specifications of the

COUNTER Code of Practice, including data elements collected and their definitions; data processing guidelines, usage report content, frequency and delivery method PROVIDED THAT these statistics are strictly for the Licensee's private internal use and the Licensor shall not be required to disclose any information to the Licensee which it is prohibited from disclosing to the Licensee due to any legal or regulatory constraint imposed upon it including without limitation any applicable privacy or data protection legislation or regulations or contractual obligations.

**10. FORCE MAJEURE**

**10.1** Either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, floods, governmental restrictions, power failures, or damage or destruction of any network facilities or services, shall not be deemed a breach of this Agreement.

**10.2** If any event set out in Clause 10.1 shall continue for a period in excess of 30 days either party shall be entitled to terminate this Agreement forthwith by written notice to the other.

**11. NOTICE**

Any notice to be served on either party by the other made under this Agreement shall be in writing sent by prepaid recorded delivery or registered post to the address of the addressee as set out in the Schedule or to such other address as notified by either party to the other as its address for service of notices and all such notices shall be deemed to have been received within 48 hours after posting.

**12. LIABILITY**

**12.1** Neither party excludes or limits liability to the other party for death or personal injury caused by its own negligence or any other liability the exclusion or limitation of which is prohibited by law.

**12.2** Except as provided for in Clause 12.1 above, the liability of the Licensor in respect of any and all claims (whether in contract or in tort) arising out of or in connection with this Agreement is limited in respect of each event or series of connected events to the greater of US\$10,000 or an amount equal to the fees paid under this Agreement.

12.3 Except as provided for in Clause 12.1, notwithstanding anything else contained in this Agreement, in no event shall the Licensor be liable to the Licensee for:

- (a) loss of profits, business, revenue, goodwill, anticipated savings; and/or
- (b) indirect, special, incidental or consequential loss or damage; and
- (c) any inaccuracy in the Licensed Material.

### 13. GOVERNING LAW

~~This Agreement, and the rights and liabilities of the parties with respect to this Agreement and its subject matter, shall be governed by the laws of the State of New York, without reference to the principles of conflicts of laws thereof. Any dispute arising out of or relating to this Agreement or its subject matter not settled by the parties may be resolved only by the courts of the State of New York or, if subject matter jurisdiction exists, by the United States federal courts, with venue in the County of New York (in the case of state court) or in the Southern District of New York (in the case of federal court). Each of the parties hereby consents to the jurisdiction of such courts over it in any action involving any such dispute. Each of the parties agrees not to commence or maintain a legal proceeding involving any such dispute in any forum except a court of the State of New York located in New York County or the United States District Court for the Southern District of New York (other than to enforce a judgement obtained in such courts) and agrees not to contest the venue of any action involving any such dispute in the County of New York or the Southern District of New York, as the case may be, nor to assert in any such court the doctrine of forum non conveniens or the like.~~

### 14. SEVERABILITY

In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

### 15. WAIVERS

No provision of this Agreement or breach thereof may be waived except in a writing signed by the party against whom the waiver is sought to be enforced.

### 16. THIRD PARTY RIGHTS

Nothing in this Agreement is intended to confer rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**Nature Publishing Group  
Addendum to License Agreement**

THIS ADDENDUM is made on the 16 day of October 2009

BETWEEN:

Licensor: Nature America, Inc. d/b/a Nature Publishing Group, whose principal place of business is at [REDACTED]  
Licensee: University of California, San Diego of [REDACTED]

WHEREAS

This is an Addendum to the License Agreement ("the License Agreement") dated 15 December 2008 and made between the Licensor and the Licensee;

NOW IT IS HEREBY AGREED as follows;

1. From the Date hereof the License Agreement shall be amended as follows;

The Licensed Material shall, in addition to that specified in the License Agreement include from the date hereof the following;

**SECTION E. PALGRAVE MACMILLAN JOURNALS**

**Subjectivity: International Journal of Critical Psychology**

The electronic versions of (a) the most recent print edition of *Subjectivity: International Journal of Critical Psychology*; and (b) all previous print editions of *Subjectivity: International Journal of Critical Psychology* that were first published within the later of (i) four (4) years prior the Commencement Date and (ii) 2008, from the later of the Commencement Date or the most recent of any subsequent Renewal Date (both as defined herein), but in any event all editions first published since the Commencement Date, in each case as available for access on the Internet at the URL <http://www.palgrave-journals.com/sub> together with any additional material that the Licensor makes available to the Licensee.

Commencement Date: 1 January 2010

The License Fee shall be \$ [REDACTED] (USD)

2. Save as set out herein the License Agreement shall remain in full force and effect and the terms of the License Agreement shall apply to the Licensed Material set out herein as if it were included in the License Agreement from the date hereof.

For the avoidance of doubt, the Post Supply License shall not include access to any Licensed Material published prior to the Supply Period to which access may have been granted during the Supply Period.

The parties each agree to the terms of this Addendum to the License Agreement.

Signed by: [REDACTED]  
For and on behalf of  
Nature America, Inc.

Signed by: [REDACTED]  
For and on behalf of  
Licensee

*Nature America, Inc. is an Equal Employment Opportunity employer and subject to applicable federal, state and local laws regarding nondiscrimination. Nature America, Inc. provides equal employment opportunities to employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, nation origin, age, disability or veteran status.*