



PRODUCT SPECIFIC TERMS
Schedule 12
University of California – San Diego
Elsevier Master Agreement dated December 12, 2014
ClinicalKey®

The parties hereto agree as follows:

- 1. Products.** Elsevier hereby grants to Client a non-exclusive, non-transferable, right to access and use the Products set forth in Table 1 of Annex A to this Schedule (“Products”), subject to the terms and conditions of the Elsevier Master Agreement.
- 2. Authorized Users.** Authorized Users are the full-time and part-time students, faculty, staff, researchers and independent contractors of Client affiliated with Client’s Sites (as defined herein) and individuals using computer terminals at the Sites permitted by Client to access the Products for purposes of personal research, education or other non-corporate use (“Walk-in Users”). Distribution of usernames, passwords, credentials or otherwise providing remote access to the Products by Authorized Users who are Walk-in Users is not permitted. Any students who graduate or leave the Client’s school shall not continue to receive access to the Products. Fees are assessed according to the maximum metric(s) set forth in Table 2 of Annex A to this Schedule. Client shall promptly notify Elsevier of any increase to the metric(s) and/or in the number of Sites. In the event of an increase to the metric(s) or in the number of Sites (1) the Fees shall be subject to an increase effective as of the date of such metric(s) and/or Sites were added, and payable in accordance with the payment terms set forth in the Master Agreement, and (2) Elsevier may terminate this Schedule at the end of the year for which metric(s) and/or Sites were added, unless the parties are able to agree, via a written amendment, on (i) appropriate long-term Fee adjustments for any subsequent years of the term, and (ii) adding, withdrawing or substituting authentication mechanisms or Sites listed. No adjustments to the Fees will be made for any number less than the maximum metric(s) set forth in Table 2 of Annex A.
- 3. Authorized Uses.** Each Authorized User may:
 - access, search, browse and view the Products;
 - print, download and store a reasonable portion of individual items from the Products, where made available by Elsevier for printing, downloading, for the exclusive use of such Authorized User;
 - incorporate links to the Products on Client’s intranet and internet websites and in electronic course packs, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;
 - print out single copies of patient education handout sheets prescription or over-the-counter drug purchases;
 - pull figures, images, and tables from ClinicalKey into the ClinicalKey Presentation Maker™ for use in the creation of internal or external presentations and for training purposes, by or for the benefit of Client, provided that the Authorized User obtains permission for such use of ClinicalKey content that is credited to a third-party from such third-party, if necessary; each copy of the presentation will carry appropriate credit to the content owner; and all such uses are non-commercial;
 - store individual journal articles from ClinicalKey in the private library of a social networking site for the Authorized User’s own personal use only;
 - share individual journal articles from ClinicalKey with third party colleagues individually for their scholarly or research use;
 - share individual journal articles from ClinicalKey with a limited number of third-party colleagues as part of an invitation only working group on non-commercial platforms or tools for personal, scholarly or research use; and
 - display or provide print or electronic copies of individual items from ClinicalKey for the purposes of internal promotion and testing of ClinicalKey and training groups of Authorized Users.
- 4. Authentication.** Access to the Products will be authenticated by the use of Internet Protocol address(es) and/or usernames and passwords and / or a delegated authentication mechanism requiring at least two different credentials, as set forth in Table 1 of Annex A.

[Remainder of the page intentionally left blank.]

5. **Site(s).** Site/Sites are defined as Client's locations set forth in Table 2 of Annex A. Other institutions and organizations that reside or do business at the Site (including without limitation companies that are owned wholly or in part by, or affiliated with, Client) are not Sites, unless expressly stated in Table 2 of Annex A. Sites listed are for authentication purposes and cannot be used as routing sites for VPN (Virtual Private Network) or proxy access to unauthorized sites.
6. **Access to Products.** Elsevier will make the Products accessible to Client and its Authorized Users from the internet address set forth in Table 1 of Annex A.
7. **Publicity.** The parties agree that the other party may use its name and associated marks for purposes of client/contractor references, advertising or promotional campaigns. The parties agree that the other party may issue a press release or make a public announcement regarding this Schedule, subject to the other party's right to review and prior approval of the relevant portions of such release or announcement containing reference to its name or marks, which review and approval will not be unreasonably withheld or delayed.
8. **Fees.** Client shall pay to Elsevier the Fees set forth in Annex A, in accordance with the payment terms set forth in the Master Agreement.
9. **Term.** This Schedule will be effective as of Term Start Date and shall expire on Term End Date. Client may, at its option, renew this Schedule for a successive one (1) year term ("Option Year"). Thereafter, this Schedule will automatically renew for successive one (1) year terms, subject to appropriate adjustments to the Fees, unless either party gives the other party written notice of its intent not to renew this Schedule, to be received in accordance with the Notices section of the Master Agreement at least ninety (90) days prior to the end of the then-current term. If a Product in this Schedule is discontinued, Elsevier may remove the discontinued Product from this Schedule, or terminate this Schedule if the discontinued Product is the only Product on the Schedule by providing at least ninety (90) days prior written notice, along with a prorated refund of any prepaid license Fees for the discontinued Product.

Payment Term: 30 NET	Term Start Date: June 1, 2024	Term End Date: May 31, 2026
----------------------	-------------------------------	-----------------------------

IN WITNESS WHEREOF, the parties have executed this Schedule by their respective, duly authorized representatives as of the respective dates indicated below.

UNIVERSITY OF CALIFORNIA – SAN DIEGO
(Client)

[Text Deleted]

Name: [Text Deleted]

Title: Associate University Librarian SRS

Date: 5/16/2024

ELSEVIER INC.
(Elsevier)

[Text Deleted]

Name:

Title: [Text Deleted]

Date:

Annex A to Schedule 12

Table 1: Products / Access / License Fees

Licensed Products – publisher	Access	01 JUN 2024 – 31 MAY 2025 Fees ("Year 1")	01 JUN 2025 – 31 MAY 2026 Fees ("Year 2")	01 JUN 2026 – 31 MAY 2027 Fees ("Year 3") †
ClinicalKey® – Elsevier Inc.: ClinicalKey GLB Flex Package - A&G	clinicalkey.com	[Text Deleted]	[Text Deleted]	[Text Deleted]
TOTAL FEES:				

†For clarity, Year 3 may be exercised by Client as an Option Year, as articulated in the above Section 9 titled "Term".

Table 2: Site(s)

Sites:		
Licensed Site – Name	Licensed Site – Address	Maximum Number of Medical Students
University of California San Diego	9500 Gilman Drive, San Diego, CA 92093	647