

Attachment to the License Agreement

between

Thieme Medical Publishers, Inc., a company

And

The University of California, San Diego

a) Cf. 1.1 Licensed Works

[Text deleted]

Thieme eJournals

According to the Thieme eJournals brochure.

1. American Journal of Perinatology
2. Endoscopy
3. Hormone and Metabolic Research
4. International Journal of Sports Medicine
5. Pharmacopsychiatry
6. Seminars in Liver Disease
7. Seminars in Musculoskeletal Radiology
8. Seminars in Neurology
9. Seminars in Thrombosis and Hemostasis
10. Thrombosis and Haemostasis

b) Cf. 1.1 Sites and IP-addresses of the licensee:

[Text deleted]

A Site is defined as a single campus community as listed above defined by Internet Protocol ("IP") addresses administered centrally by the campus and provided to Thieme.

The signatory confirms that access to the Licensed Works is strictly limited to the Sites and IP addresses as specified in this Attachment.

c) Cf. 1.1 Authorized Users & rights of use:

Authorized Users are defined as permanent or temporary employees, including students, who work within the premises of the sites given above.

Subscribers' libraries which provide public access may provide access to and permit copying from the online form of the Publications by members of the public for their scholarly, research, education and personal use by means of workstations located at the library facility.

Making available the Licensed Works to the Authorized Users outside the locations of the Licensee (e. g., remote access via virtual private networks and proxy) shall be permitted.

Subscriber and Authorized Users may make all use of the Licensed Materials as is consistent with United States and international copyright laws.

d) Cf. 2 Date of Provision

January 1, 2025

CRMSCDOC-00014378

e) Cf. 3.1 Annual License Fee

This is a five-year renewal from 2025 through 2029 with
[Text deleted]

Access to back volumes prior to 2000 is not included.

f) Cf. 3.1 Material Changes

An additional and separate License Agreement is needed if the Licensee intends to include Sites that are not part of this agreement.

g) Cf. 5.1 Termination of the License Agreement

on the first occasion effective for December 31, 2029

h) Warranties

Licensors 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.

INDEMNITIES: 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. **NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.**

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims.

i) Additional Agreement

On termination of this Agreement the Publisher shall provide continuing access for Subscriber to that part of the licensed material which was published within the subscription period, either from the Publisher's server or from a third party's server for a period of five years, beginning with the termination of this Agreement, or by supplying electronic files to the Subscriber.

After expiry of the five years the subscriber has the option to continue using the licensed material from Publisher's server against payment of an annual maintenance fee or Publisher provides the licensed material against the payment of an one-off fee.

In addition, Licensor mandates the creation of an independent archival version of the Licensed Works through certified service providers (e.g., PORTICO, CLOCKSS).

The use and practice of course-reserves, course-packs and scholarly sharing is permitted.

Funding Contingency

The University of California reasonably believes that funds can be obtained sufficient to pay all monies due during the term of this Agreement and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which payments for this transaction may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative review and appeals in the event such portion of the budget is not approved. It is the University of California's intent to make payments for the full term of this transaction. The University of California represents that the use of the materials under this transaction are essential to its proper, efficient and economic operation.

In the event no funds or insufficient funds are appropriated and budgeted and are not otherwise legally available by any means whatsoever in any fiscal period for payments due under this transaction, the University of California will immediately notify Licensor of such occurrence and this transaction shall terminate on the last day of the subscription period for which payment has been made without penalty of expense to the University of California of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available.

CRMSCDOC-00014378

La Jolla, CA

Date: 12/19/2024

[Text deleted], AUL Scholarly Resources and Services

The University of California, San Diego

New York, NY

Date: 20.12.2024

[Text deleted], Director, Sales
Thieme USA
Thieme Group

Date: 20.12.2024

[Text deleted]
Senior Vice President International Business
& Managing Director Thieme USA
Thieme Group