

EXHIBIT A

General Terms and Conditions of Online Access and Use

§ 1 - Subject-Matter

The customer has subscribed to Zeitschrift für Naturforschung (ZfN). Verlag der Zeitschrift für Naturforschung (Publisher) shall provide the customer with online access to the electronic version of the section of ZfN to which he holds a current print subscription. Making the electronic version available free of charge is a voluntary service of the Publisher to which no legal claims are attached. The Publisher shall reserve the right to discontinue or alter the service. This shall not give a right to reduce the subscription price. The same shall apply in the case this service cannot be carried out in whole or in part due to technical or other circumstances over which the Publisher has no influence.

§ 2 - Authorized User

Authorized users of the online version are:

- a. in the case of the individual subscriber the subscriber himself
- b. in the case of the institutional customer

(1) members of the institution; these are employees or otherwise accredited personnel of the institution as well as registered students of the institution

(2) registered walk-in users; these are regular users who are authorized and registered with the institution.

§ 3 - Access

a. In the case of the individual subscriber. The Publisher shall give the customer an individual access authorization via user ID and password.

b. In the case of the institutional customer: The Publisher shall give the customer an access authorization for the IP address(es) at customer's site. The customer shall ensure that access from customer's domain is only available to authorized users as defined in § 2 b (1) and (2).

§ 4 - Rights

1. Access to the electronic version for authorized users includes the permission to download, copy and save to hard disc or diskette and to print out single copies of individual articles or parts of them pursuant to the provisions of the copyright law. The granting access to the stored data to third parties is not permitted.

2. Alterations, revisions, translations and adaptations of the material which infringe the copyrights shall not be permitted. Copyright endorsements of the Publisher may not be deleted, concealed or altered.

3. The Publisher reserves the right to investigate occurrences of suspected unauthorized use or other contract violations and to take appropriate action or to deny customer or individual users access to the online full text version.

§ 5 - Customer's Duties

1. The customer shall

- not abuse the access to the electronic data, in particular in violation of §4 of these General Terms and Conditions of Online Access and Use, and customer shall omit illegal acts;

- comply with the recognized principles of data security for the purpose of data protection;

- immediately inform the Publisher of any indications of illegal use.

2. The customer shall within his/her possibilities examine the proper implementation of the access to the data.

3. Through all suitable and justifiable means, the customer shall ensure that authorized users comply with the duties set forth in § 4 of these General Terms and Conditions of Online Access and Use. The customer shall release the Publisher from all prejudice sustained by the Publisher through breach of contract and acts in violation of the contract by the users, inasmuch the customer has caused, supported or tolerated such violations of contract or had knowledge of such violations and did not inform the Publisher immediately of these acts.

4. The customer shall ensure that unauthorized third parties shall not gain access to the access authorization nor to possession of the items – regardless of what type – reproduced by the customer.

§ 6 - Applicable Law and Venue The contractual relationship shall be subject to the laws of the Federal Republic of Germany. Place of jurisdiction for all disputes arising out of or relating to these Terms and Conditions of Online Access and Use shall be – to the extent permissible – the office of the Publisher.

ADDENDUM

This is an addendum to the Terms and Conditions document, attached as Exhibit A ("Master Agreement").

MODIFICATIONS TO MASTER AGREEMENT

The following are additions to the Master Agreement

3.b.2. Customer and Authorized Users may make all use of the online version as is consistent with the Fair Use Provisions of United States and international copyright laws. In addition, the online version may be used for purposes of research, education or other non-commercial use as described in paragraph 4.

4.1.b. Notwithstanding any other Rights granted by the Publisher under paragraph (4.1), access to the electronic version, the following rights of use are consistent with the general statement of use stated in the General Terms and Conditions:

Display. Customer and Authorized Users shall have the right to electronically display the online version.

Print Copy. Customer and Authorized Users may print a reasonable portion of the online version.

Recover Copying Costs. Customer may charge a reasonable fee to cover costs of copying or printing portions of the online version for Authorized Users.

Archival/Backup Copy. Upon request of Customer, Customer may receive from Publisher FOR A REASONABLE FEE or create one (1) copy of the entire set of online version to be maintained as a backup or archival copy during the term of this Agreement.

Caching. Customer and Authorized Users may make local digital copies of the Licensed materials in order to ensure efficient use by Authorized Users by appropriate browser or other software.

Collections of Information. Customer and Authorized Users shall be permitted to extract or use information contained in the online version for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.

Course Packs. Customer and Authorized Users may use a reasonable portion of the online version in the preparation of Course Packs or other educational materials.

Course Reserves (Print and Electronic). Customer and Authorized Users may use a reasonable portion of the online version for use in connection with specific courses of instruction offered by the University of California, San Diego.

Electronic Links. The University of California is committed to the use of the emerging OpenURL standard to allow linking to related materials in other locations. If Licensor does not use the OpenURL standard, Licensor staff will provide information to licensee upon request to assist the Licensee in creating links directly from UC's library catalogs and licensed resources to the content at the journal, issue and article levels.

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

Interlibrary Loan. Customer may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan. Customer agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC §108, "Limitations on exclusive rights: Reproduction by libraries and archives") and the Guidelines for the Proviso of Subsection 108(2g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

4.3. Strike existing text and replace with the following: Licensee shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) Licensor may terminate such Authorized User's access to the Licensed Materials, (b) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Licensee shall terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing a sixty (60) day notice to Licensee and cooperation with the Licensee to avoid recurrence of any unauthorized use.

6. Strike this paragraph in its entirety.

ENTIRE AGREEMENT

This **Addendum**, together with the **Master Agreement**, constitutes the entire agreement of the parties and supersedes all prior and contemporaneous agreements, communications, understandings, and agreements relating to the subject matter hereof, whether oral or written, including any agreements associated with the order or trial request process.

CONFLICT CLAUSE

Should there be a conflict between this agreement and any other vendor-generated, web accessible terms and conditions, whether now known or hereinafter generated, then this Addendum controls.

MODIFICATIONS OR AMENDMENTS

This Agreement may only be modified in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written

LICENSOR: Verlag der Zeitschrift für Naturforschung

BY: ____ [signature removed] _____ DATE: __6/6/06_____
Signature of Authorized Signatory of Licensor

Print Name: TAMINA GREIFELD
Title: MANAGING DIRECTOR
Address: [text removed]
Telephone No.:
E-mail: [text removed]

LICENSEE: University of California – San Diego Libraries

BY: ____ [signature removed] _____ DATE: __5/24/06_____
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Title: Head of Acquisitions, UCSD Libraries
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