

IN CONSIDERATION OF the mutual promises set forth herein and attached hereto, TS and Client shall be bound by the terms and conditions of this Agreement and have caused this Agreement to be executed by their duly authorized representatives.

THOMSON SCIENTIFIC INC. BY: [signature removed] NAME (Typed): Keith MacGregor TITLE: Exec VP DATE: July 10, 2006	UNIVERSITY OF CALIFORNIA SAN DIEGO BY: [signature removed] NAME (Typed): Tony A. Harvell TITLE: Head of Acquisitions DATE: 6/29/09
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1. **DEFINITIONS**

a) "Authorized Sites" means the locations identified on the Cover Sheet.

b) "Databases" means the databases on the Cover Sheet.

c) "Database Access Technology" means all software and other intangible property provided by TS to Client for purposes of accessing the Databases including, but not limited to, programs in both source and machine readable form, data files, data structures, data relationships, data elements, data indexes and inter-dependencies of individual data elements to one another, data content policies, data enhancements and data algorithms or any derivative works thereof.

d) "Documentation" means any instructional or reference materials produced and owned by TS relating to the Products as provided in hardcopy or electronic form during the Term.

e) "Intellectual Property Rights" means all patents, copyrights, design rights, database rights, trade marks, service marks, trade secrets, rights in know-how, moral rights and any other intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

f) "Products" means the Databases and the Database Access Technology.

g) "Searches" means the (1) one-time, nonrecurring search or (2) repetitive search of information from all or any part of the Databases matching authors' names, title words, citations, or other descriptive data against groups of one or more terms submitted as a query by Users.

h) "Search Results" means those results obtained from Searches.

i) "Technology Fee" is an annual concurrent user/access cost related to Internet Database access as set forth in the Cover Sheet.

j) "Updates" means any enhancements, modifications, revisions, corrections, updates, upgrades or new versions of the Products.

k) "Users" means those individuals defined as set forth on the Cover Sheet.

2. **AUTHORIZED USE OF PRODUCTS**

a) Databases. Subject to the terms and conditions of this Agreement, TS hereby grants to Client the limited, non-exclusive, non-transferable right during the Term to allow Users to access the Database and the data contained therein solely through the Database Access Technology for the purpose of (1) performing Searches; (2) printing, downloading, and distributing (in any form, including, but not limited to, printed, electronically relayed, posted to User-restricted list services or User-restricted bulletin boards, or magnetically stored) Search Results, in whole or in part, provided that Users will not distribute or otherwise provide the Search Results, or the Database, in whole or in part, to anyone not a User; (3) distributing data retrieved from the Databases or the Search Results to third parties as incidental samples for illustrative or demonstration purposes only; (4) distributing limited, specifically relevant portions of the Databases to be utilized for interactions with government regulatory agencies in connection with Client's products or services; and (5) utilizing bibliographic and abstract data retrieved from the Databases for the purpose of research publication only, not for commercial use or sale. Client's use of the Databases shall be subject to the terms and conditions of the Database-related exhibits, if any, referenced on the Cover Sheet.

b) Database Access Technology. Subject to the terms and conditions of this Agreement, TS hereby grants to Client the limited, non-exclusive, non-transferable right during the Term to use the Database Access Technology solely as necessary to allow Users to access the Databases in the manner

expressly provided hereunder, but for no other purpose whatsoever. During the Term, TS will provide Updates to the Database Access Technology on a schedule to be determined by TS.

c) **Restrictions on Use of the Products.** Except as expressly provided herein and in any appendices attached hereto and made a part hereof, no other use of the Products is permitted. In particular, neither Client nor any User may, nor shall either Client or any User permit a third party to:

i) copy, duplicate, reproduce, translate into any language, or in any way reproduce any part of the Products;

ii) except as set forth herein, distribute or transfer the Products, or any portion thereof, in any form (printed, electronically relayed, posted to public list services or bulletin boards, or magnetically stored), except for data retrieved from the Databases, which may be distributed to, or for the benefit of, Users only, or to non-Users for incidental samples used for illustrative or demonstration purposes only;

iii) access the source code, data algorithms or other aspects of the Products that are not displayed to Users in their authorized use of the Products;

iv) reverse engineer, de-compile, translate, modify, distribute, broadcast, disseminate or create derivative works from the Products or otherwise use the Products (or any portion or derivation thereof) in any product or service;

v) alter, obscure, remove, interfere with or add to any of the trade marks, trade names, markings or notices, including, but not limited to, copyright notices, affixed to or contained in the Products or any Updates included at the time such Updates are delivered to Client;

vi) create subsets or derivative databases from the Databases, except as required to fulfill the usage as defined above; or

vii) publish or otherwise disseminate Search Results for commercial use or sale.

d) **User Compliance; Safeguarding Products.** Client recognizes the importance of TS maintaining their proprietary rights in the Products and of avoiding improper use of the Products. Client shall ensure that Users comply with the limitations on usage set forth in this Agreement. Client shall put in place a system to limit access to the Products to Users, and shall inform Users of the usage restrictions under this Agreement. Client shall use reasonable care to prevent the disclosure, dissemination, copying and use of the Products or any portion thereof, in violation of the terms of this Agreement. Client shall maintain adequate security measures, subject to TS' reasonable approval, to safeguard the Products from access or use by any third party. Further, Client shall notify TS promptly upon becoming aware of any unauthorized disclosure, use or copying of the Products by a User and shall immediately cease to provide access to the Products to any such User.

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12. **MISCELLANEOUS**

a) **Legends/Promotions.** Client shall instruct all Users using the Databases or output therefrom to give proper attribution to TS for any data extracted from the Database. Client shall use a legend properly identifying contents to appear upon any containers for any media containing the Products. Internal promotion(s) of the Products must carry the official Product name, trademark and identification of copyright ownership. Nothing in this Agreement grants Client any right to use TS' trademarks or trade names except in use connected with the identification of the Products.

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