

RSNA Academic Institution License

THIS LICENSE IS AGREED BETWEEN

Radiological Society of North America, Inc. [Text deleted] ("the Publisher")

and

The University of California, San Diego, with its principal offices at 9500 Gilman Dr., La Jolla, CA 92093 ("the Licensee")

WHEREAS the Publisher holds the rights granted under this License; and

WHEREAS the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the license to use the rights for the Fee, subject to the terms and conditions of this License.

IT IS AGREED AS FOLLOWS:

1. **KEY DEFINITIONS**

1.1 In this License, the following terms shall have the following meanings:

Agent	A third party appointed by the Licensee to act on the Licensee's behalf, who may undertake any or all of the obligations of the Licensee under this License, as agreed between the Licensee and the Agent.
Authorized Users	Current members of the faculty and other staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Licensee's institution, who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users' offices and homes, halls of residence and student dormitories) and who have been provided by the Licensee with a password or other authentication, together with other persons who are permitted to use the Licensee's library or information service and access the Secure Network but only from computer terminals within the Library Premises.
Commercial Use	Use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials.

Course Packs	A collection or compilation of materials (e.g. book chapters, journal articles) assembled by members of staff of the Licensee for use by students in a class for the purposes of instruction.
Electronic Reserve	Electronic copies of materials (e.g. book chapters, journal articles) made and stored on the Secure Network by the Licensee for use by students in connection with specific courses of instruction offered by the Licensee to its students.
Fee	The Fee set out in Schedule 1 or in new Schedules to this License which may be agreed by the parties from time to time.
Library Premises	The physical premises of the library or libraries operated by the Licensee.
Licensed Materials	The electronic material as set out in Schedule 1.
Secure Network	A network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorized Users approved by the Licensee whose identity is authenticated at the time of log-in and periodically thereafter, consistent with current best practice, and whose conduct is subject to regulation by the Licensee.
Server	The server, either the Publisher's server or a third party server designated by the Publisher, on which the Licensed Materials are mounted and may be accessed.
Subscription Period	The initial term of this license, as described in Section 2.2 below, or any subsequent term for which this License may be extended.

2. AGREEMENT

- 2.1 The Publisher hereby grants to the Licensee the non-exclusive and non-transferable right, throughout the world, to give Authorized Users access to the Licensed Materials via a Secure Network for the purposes of research, teaching and private study, subject to the terms and conditions of this License, and the Licensee agrees to pay the Fee. The Agent, if any, will be responsible for paying the Fee (and will be entitled to receive any refund of the Fee) on behalf of the Licensee, unless the Publisher is notified otherwise, in which case the Fee will be paid by the Licensee directly to the Publisher.
- 2.2 This License shall commence on January 1, 2022 and shall remain in effect through December 31, 2022.

3. USAGE RIGHTS

- 3.1 The Licensee, subject to Section 6, below, may:
 - 3.1.1 Make such temporary local electronic copies by means of cacheing of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorized Users and for preservation via the Portico system. All other uses are disallowed.
 - 3.1.2 Allow Authorized Users to have access to the Licensed Materials from the Server via the Secure Network.
 - 3.1.3 Provide single printed or electronic copies of single articles at the request of individual Authorized Users.
 - 3.1.4 Display, download or print the Licensed Materials for the purpose of internal testing or for training Authorized Users or groups of Authorized Users.
- 3.2 Authorized Users may, subject to Section 6, below:
 - 3.2.1 Search, view, retrieve and display the Licensed Materials.
 - 3.2.2 Electronically save individual articles or items of the Licensed Materials for personal use.
 - 3.2.3 Print off a copy of individual articles or items of the Licensed Materials.
 - 3.2.4 Distribute a copy of individual articles or items of the Licensed Materials in print or electronic form to other Authorized Users; for the avoidance of doubt, this sub-section shall include the distribution of a copy for teaching purposes to each individual student Authorized User in a class at the Licensee's institution.

4. SUPPLY OF COPIES TO OTHER LIBRARIES

4.1 The Licensee may, subject to Section 6, below, supply to an Authorized User of another library within the same country as the Licensee a copy of an individual document which is part of the Licensed Materials by post, fax or electronic transmission via the Internet or otherwise, for the purposes of research or private study and not for Commercial Use.

5. COURSE PACKS AND ELECTRONIC RESERVE

5.1 The Licensee may, subject to Section 6, below, incorporate parts of the Licensed Materials in printed Course Packs and in Electronic Reserve collections for the use of Authorized Users in the course of instruction at the Licensee's institution, but not for Commercial Use. Each such item shall carry appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, and the Publisher. Copies of such items shall be deleted by the Licensee when they are no longer used for such purpose. Course Packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users who, in the reasonable opinion of the Licensee, are visually impaired.

6. **PROHIBITED USES**

- 6.1 Neither the Licensee nor Authorized Users may:
 - 6.1.1 Remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials.
 - 6.1.2 Systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose.
 - 6.1.3 Mount or distribute any part of the Licensed Material on any electronic network (including without limitation the Internet and the World Wide Web) other than the Secure Network.
- 6.2 The Publisher's explicit written permission must be obtained in order to:
 - 6.2.1 Use all or any part of the Licensed Materials for any Commercial Use.
 - 6.2.2 Systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorized Users.
 - 6.2.3 Publish, distribute or make available any part of the Licensed Materials, works based on the Licensed Materials, or works which combine any part of the Licensed Materials with any other material, other than as permitted in this License.
 - 6.2.4 Alter, abridge, adapt or modify the Licensed Materials, except to the extent necessary to make them perceptible on a computer screen to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

7. PUBLISHER'S UNDERTAKINGS

- 7.1 The Publisher shall:
 - 7.1.1 Make the Licensed Materials available to the Licensee from the Server in the media, format and time schedule specified in Schedule 1. The Publisher will notify the Licensee and the Agent, if any, at least sixty (60) days in advance of any anticipated specification change applicable to the Licensed Materials. If the changes render the Licensed Materials less useful in a material respect to the Licensee, the Licensee may within thirty (30) days of such notice treat such changes as a breach of this License under Sections 10.1.3 and 10.4.
 - 7.1.2 Make available the electronic copy of each journal issue included in the Licensed Materials within seven (7) days of issue date.
 - 7.1.3 Provide the Licensee and the Agent, if any, within thirty (30) days of the date of this License, with information sufficient to enable the Licensee to access the Licensed Material.

- 7.1.4 Make the Licensed Materials available to the Licensee and to Authorized Users at all times and on a twenty-four (24) hour basis, except for interruptions for scheduled routine maintenance or emergency service.
- 7.2 The Publisher provides an archive, via the Portico system, of the Licensed Materials for the purposes of long-term preservation of the Licensed Materials. For additional information visit www.portico.org.
- 7.3 The Publisher shall regularly provide to the Licensee, or facilitate the collection and provision to the Licensee of, for the Publisher's and the Licensee's private internal use only, usage data on the number of titles, of abstracts, and of articles downloaded by Authorized Users. Such usage data shall be compiled in a manner consistent with applicable privacy and data protection laws.
- 7.4 THE PUBLISHER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO THE ACCURACY OF THE INFORMATION CONTAINED IN THE LICENSED MATERIALS, MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. THE LICENSED MATERIALS ARE SUPPLIED "AS IS."
- 7.5 Under no circumstances shall the Publisher be liable to the Licensee or any other person, including but not limited to Authorized Users, for any special, exemplary, incidental or consequential damages of any character arising out of the inability to use, or the use of, the Licensed Materials. Irrespective of the cause or form of action, the Publisher's aggregate liability for any claims, losses, or damages arising out of any breach of this License shall in no circumstances exceed the Fee paid by Licensee to the Publisher under this License in respect of the Subscription Period during which such claim, loss or damage occurred. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

8. LICENSEE'S UNDERTAKINGS

- 8.1 The Licensee shall:
 - 8.1.1 Use reasonable efforts to ensure that only Authorized Users are permitted access to the Licensed Materials.
 - 8.1.2 Use reasonable efforts to ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights in the Licensed Materials and of the sanctions which the Licensee imposes for failing to do so, as specified in Schedule 2.
 - 8.1.3 Use reasonable efforts to notify Authorized Users of the terms and conditions of this License and protect the Licensed Materials from unauthorized use or other breach of this License.
 - 8.1.4 Monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Publisher at [Text deleted] and take all reasonable and appropriate steps both to ensure that such activity ceases and to prevent any recurrence.

- 8.1.5 Issue passwords or other access information only to Authorized Users and use all reasonable efforts to ensure that Authorized Users do not divulge their passwords or other access information to any third party.
- 8.1.6 Provide the Publisher, within thirty (30) days of the date of this Agreement, with information sufficient to enable the Publisher to provide access to the Licensed Material in accordance with its obligation under Section 7.1.3. Should the Licensee make any significant change to such information, it will notify the Publisher not less than ten (10) days before the change takes effect.
- 8.2 Publisher may terminate this Agreement without any rebate of fee where an act or omission by the Licensee or an Authorized User gives rise to a material or persistent breach of any term of this Agreement which (if capable of remedy) the Licensee fails to remedy within 30 days of notification in writing from Publisher.
- 8.3 The Licensee shall, in consideration for the rights granted under this License, pay the Fee within thirty (30) days of receipt of invoice and, if applicable, within thirty (30) days of receipt of invoice relating to each subsequent Subscription Period. Receipt of such payment shall be a condition of this License coming into effect. For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value-added or similar taxes and the Licensee shall be responsible for any such taxes in addition to the Fee. The obligation to pay the Fee for any period when the License was in effect shall survive any termination of this License.

9. UNDERTAKINGS BY BOTH PARTIES

- 9.1 Each party shall use its best endeavors to safeguard the intellectual property, confidential information and proprietary rights of the other party. This obligation shall survive any termination of this License.
- 9.2 Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, 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. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

10. TERM AND TERMINATION

10.1.1 This License shall commence on January 1, 2022 and shall remain in effect through December 31, 2022.

10.1.2 This License shall be renewable at the end of the current term for a successive one (1) year term unless either party gives written notice of its intention to cancel thirty (30) days before expiration of the current term. In the event of a price increase for a subsequent term, the Licensee shall have no less than sixty (60) days from the date of

notification of the price increase to notify the Publisher of the Licensee's intent to cancel or renegotiate. The Licensee agrees and acknowledges that the License Fees for each Renewal Subscription Period may be changed by the Publisher in its sole discretion. If the Publisher commits a material or persistent breach of any term of this License and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the Licensee.

- 10.1.3 If the Licensee commits a material and persistent breach of the Publisher's copyright or other intellectual property rights, including but not limited to such a breach of the provisions of Section 3 in respect of usage rights or of Section 6 in respect of prohibited uses.
- 10.1.4 If either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.
- 10.2 On termination of this License, all rights and obligations of the parties automatically terminate except as specifically provided in this License.
- 10.3 On termination of this License by the Publisher for breach by the Licensee, the Licensee shall immediately cease to distribute or make available the Licensed Materials or make available to Authorized Users.
- 10.4 On termination of this License by the Licensee for breach by the Publisher, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the Subscription Period.

11. GENERAL

- 11.1 This License constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this License, whether oral or written.
- 11.2 Alterations to this License and to the Schedules to this License are valid only if they are recorded in writing and signed by both parties.
- 11.3 This License may not be assigned by either party to any other person or organization, nor may either party subcontract any of its obligations, except as provided in this License in respect of the Agent, without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- 11.4 Any notices to be served on either of the parties by the other shall be sent by certified mail or reputable overnight commercial delivery service to the address of the addressee as set out in this License or to such other address as notified by that party as its address for service of notices. A mailed notice shall be deemed to have been received within five (5) business days of mailing.
- 11.5 Neither party's delay or failure to perform any provision of this License, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or

destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this License.

- 11.6 The invalidity or unenforceability of any provision of this License shall not affect the continuation or enforceability of the remainder of this License.
- 11.7 Either party's waiver or failure to require performance by the other, of any provision of this License will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.
- 11.8 This License shall be governed by and construed in accordance with the laws of the State of Illinois, and the parties irrevocably agree that any dispute arising out of or in connection with this License will be subject to and within the jurisdiction of the courts in the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this License on the date(s) indicated below.

FOR THE PUBLISHER: Radiological Society of North America, Inc.

Name: [Text deleted]

Signature: [Text deleted]

Position / Title: Assistant Executive Director, Science and Publications

FOR THE LICENSEE: The University of California, San Diego

Name: _[Text deleted]

Signature: [Text deleted]

Date: Dec 13, 2021

Position / Title: _______

FOR MEMBERS: UCSD School of Medicine & UCSD Medical Center Jacobs Medical Center

SCHEDULE 1

LICENSED MATERIALS AND ACCESS METHOD

A schedule to the License dated December 9, 2021, between Radiological Society of North America, Inc, and The University of California, San Diego.

THE LICENSED MATERIALS

Title:

Radiology online

RadioGraphics online

Initial Term: January 1, 2022, through December 31, 2022.

Fee for Initial Term: [Text deleted]

THE ACCESS METHOD

Authentication via IP address

University of California San Diego UCSD #S0005594 2022 RSNA Academic License Agreement

Final Audit Report

2021-12-13

Created:	2021-12-09
By:	[Text deleted]
Status:	Signed
Transaction ID:	CR.ICHRCAARAAKI waTvkli3.lk1shXHY7B7U0.IGsR05v2F

"University of California San Diego UCSD #S0005594 2022 RS NA Academic License Agreement" History

- Document created by [Text deleted] 2021-12-09 - 3:05:30 PM GMT
- Document emailed to [Text deleted] for signature 2021-12-09 3:07:53 PM GMT
- Email viewed by [Text deleted] 2021-12-10 - 3:09:15 AM GMT
- Document e-signed by[Text deleted] Signature Date: 2021-12-13 - 7:22:26 PM GMT - Time Source: server
- Document emailed to [Text deleted] for signature 2021-12-13 - 7:22:28 PM GMT
- Email viewed by [Text deleted] 2021-12-13 - 7:42:53 PM GMT
- Document e-signed by [Text deleted] Signature Date: 2021-12-13 - 7:43:19 PM GMT - Time Source: server
- Agreement completed. 2021-12-13 - 7:43:19 PM GMT