

# 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**

### **Thieme Clinical Collections**

1. Package 16 covering the year 2022 (22 titles)

According to the Thieme Clinical Collections brochure.

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.

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

University of California – San Diego

[Text deleted]

## **c) Cf. 1.1 Authorized Users:**

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.

Licensee may fulfil requests from other institutions, a practice commonly called Interlibrary Loan. Licensee agrees to fulfil 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(g)(2) prepared by the National Commission on New Technological Users of Copyrighted Works.

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**

**April 19, 2023**

**e) Cf. 3.1 Annual License Fee**

A perpetual access to the Licensed Works (cf. a) is provided for a one-off License Fee to the total amount of US\$ [Text deleted]. This total consists of the following: 2022 package = [Text deleted].

**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. 4.2 Warranties**

Licensor warrants that it has the right to license the rights granted under this Agreement to use License Materials, that it has obtained any and all necessary permission from third parties to license the Licensed Materials, and that use of the License 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 Users. 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.

**h) Cf. 5 Term of the Agreement**

Licensor shall provide continuing access for Licensee to the listed materials in this Agreement, either from the Licensor’s server or from a third party’s server. In the event of permanently discontinued access from the Licensor’s server Licensee can either access the Licensed Materials from a third party’s server (e.g. PORTICO) or Licensor will provide electronic files of the Licensed Materials against the payment of a reasonable data delivery fee. Licensee and

Authorized Users may continue to use the provided files of the Licensed Materials in accordance with the provisions of this agreement.

**i) Additional Agreements**

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

In the event of any conflict between the terms of the Frame Contract and this Attachment, the terms of this Attachment shall prevail.

La Jolla, CA Date: 4/13/2023

[Text deleted]

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AUL Scholarly Resources and Services

\_\_\_\_\_  
The University of California, San Diego

New York, NY Date: \_\_\_\_\_

[Text deleted]

\_\_\_\_\_  
[Text deleted], Senior Regional Sales Manager

Thieme USA

Thieme Medical Publishers, Inc.

[Text deleted]

\_\_\_\_\_  
[Text deleted], Director, Sales

Thieme USA

Thieme Medical Publishers, Inc.