

APPENDIX B
COORDINATING SITE LICENSE AGREEMENT

THIS IS AN AGREEMENT between THOMSON SCIENTIFIC INC., a Pennsylvania corporation with offices at 3501 Market Street, University City Science Center, Philadelphia, Pennsylvania 19104 ("Licensor") and

COORDINATING SITE - ("Licensee")

BUSINESS ADDRESS (for all purposes related to this Ancillary Agreement)

EFFECTIVE DATE OF ANCILLARY AGREEMENT

(hereinafter the "Ancillary Agreement" prepared in connection with the Database Agreement between Thomson Scientific Inc. and the International Network for the Availability of Scientific Publications ("INASP") dated _____)

1. **LICENSE**

Licensor owns certain electronic publications and subject to all the terms and restrictions hereinafter set forth, Licensor is willing to grant use of the electronic publications (designated in Schedule 1 for the Coordinating Site designated hereinabove) and certain other third party content to Licensee (the "Database(s)" – see definition below), under all of the terms and conditions of this Ancillary Agreement.

2. **DEFINITIONS**

a) "Users" means:

i) faculty, students, researchers, and staff (including full-time or part-time) of Licensee, if Licensee is an academic institution accessing the Database via IP or Passwords. Remote access is permitted for such authorized Users irrespective of geographic location.

ii) employees, researchers, and staff of Licensee, if Licensee is a corporate, non-profit, or other non-academic institution accessing the Database via IP or Passwords. Remote access is permitted for such authorized Users irrespective of geographic location.

iii) walk-in patrons of the Licensee accessing the Database by means of workstations located in the Licensee's library or primary facilities on an occasional basis and in accordance with the terms and conditions of this Ancillary Agreement. Remote access to the Database by walk-in patrons is not permitted.

b) "Database(s)" means a collective reference to (1) the electronic publications and (2) any proprietary, third-party, licensed product(s) ["Licensed Product(s)"].

c) "Database Fee" means the annual fee paid by INASP to the Licensor for the licence to use the Database.

d) "Searches" means the one-time, nonrecurring or 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.

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

3. **AUTHORIZED USE OF THE DATABASE**

a) Licensor hereby grants to Licensee the limited, nonexclusive right to use the Databases solely in accordance with the terms and conditions of this Ancillary Agreement. Licensee's right to use the Databases shall be strictly construed.

b) Users shall have the right to view the Databases and data contained therein for the purpose of performing Searches. Users shall have the right to print, download, and distribute (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 Databases, in whole or in part, to anyone not a User. Licensee or Users shall not duplicate the whole Database(s) or create subsets or derivative databases of the Database(s), except as provided herein.

Notwithstanding the foregoing, Users will have the right to distribute data retrieved from the Databases or portions of the Databases obtained by Search Results to third parties as incidental samples for illustrative or demonstration purposes only. Users have the right to utilize bibliographic and abstract data retrieved from the Databases for the purpose of research publication. Users may not publish or otherwise disseminate Search Results for commercial use or sale.

Licensee recognizes the importance of the Licensor maintaining its proprietary rights over the Databases and of avoiding improper use of the Databases as defined by this Ancillary Agreement. Licensee shall use best efforts to ensure that Users comply with the foregoing limitations on usage.

c) Searches are hereby specifically licensed and authorized by Licensor. No other use of the Databases is permitted including:

- duplication of the Databases except as specified herein;
- creation of subsets or derivative databases from the Databases, except as required to fulfill the usage as defined in Paragraphs 3b);
- distribution of data retrieved from the Databases in any form (printed, electronically relayed, posted to public list services or bulletin boards, or magnetically stored) to, or for the benefit of, anyone who is not a User, except for incidental samples used for illustrative or demonstration purposes;
- transfer of the Databases, or any portion thereof, electronically to another computer by way of the Internet, a computer network, or other means to, or for the benefit of, anyone who is not a User, except for incidental samples used for illustrative or demonstration purposes.

d) Licensee shall put in place a system to limit access to the Databases to Users as defined in Paragraph 2a), and shall inform Users of the usage restrictions under this Ancillary Agreement.

e) If Licensee wishes to offer the services described herein to persons other than those identified in Paragraph 2a), an additional agreement will be required by Licensor.

4. **ACCESS TO THE DATABASE**

a) Licensor shall make the Databases available to Licensee through access to an ISI authorized host site.

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b) Upon payment by the Eligible Member Country(ies), Licensor shall provide Licensee, within fifteen (15) days of the execution of this Ancillary Agreement, with sufficient information to enable Licensee to access the Database.

c) Licensor may bring down its network to perform necessary maintenance and/or network upgrades. In the event Licensor plans to bring down the network or make the customer servers inaccessible to the Internet during scheduled maintenance, Licensor will provide a seventy-two (72) hour notice to Licensee in advance of the scheduled maintenance window.

d) Licensor will use commercially reasonable efforts to notify Licensee of unplanned or unforeseen interruptions that originate from ISI's host site.

e) Licensor will use commercially reasonable efforts to maintain adequate Internet connection bandwidth and server capacity to provide Licensee with access to the Databases.

f) Licensor shall provide technical support and assistance to enable Licensee to make proper use of the Database, including access to help desk facilities in accordance with the TS official website. Licensor shall provide access to training materials and online tutorials during the term of this Agreement.

g) Licensor reserves the right to monitor User/Licensee Internet access to the ISI Host Server(s). Licensor further reserves the right to temporarily suspend User/Licensee access to the ISI Host Server and/or Databases where User(s) actions create denial of access or impediment of service which adversely affects Licensor's ability to provide service(s). Licensor shall make written/electronic notification to Licensee of any temporary suspension, and the cause thereof, as soon as reasonably possible.

h) To the extent allowed by law, Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Databases by Licensee and its Users. Such data may be used solely for purposes directly related to the Databases and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

i) In the event this Ancillary Agreement is terminated for any cause except breach, Licensee may continue to access the licensed (and paid for) current year of the Database and then current TS software on CD-ROM or the then current media agreed to by the parties under the terms and conditions set forth in Paragraph 15(b) - Survival. Back years of the Database shall cease immediately at termination of this Ancillary Agreement by expiration of its term or otherwise. In the event Licensee chooses to cancel this Ancillary Agreement, Licensee's access to the back years of the Database ceases immediately – no further access will be provided.

5. **TERM**

The Term of this Ancillary Agreement shall begin on the Effective Date of this Ancillary Agreement and shall terminate on the termination date of the Primary Agreement unless Licensor or Licensee elects to terminate this Agreement by giving the other party notice thereof in writing addressed to the respective business address hereinabove stated not less than thirty (30) days prior to the anniversary date of the Primary Agreement or an renewal term of same. TS shall have the right to terminate this Primary Agreement and/or the Ancillary Agreements if INASP willfully defaults in making payment of the Fees as provided in the Primary Agreement and fails to remedy such default within thirty (30) days of notification from TS. In the event the Primary Agreement is terminated for INASP default in making payment of Fees, TS shall have the option to honor the Ancillary Agreements as

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independent agreements with the Coordinating Sites and upon receipt of payment directly from a Coordinating Site to continue access for that Coordinating Site.

6. COPYRIGHT; PROPRIETARY RIGHTS

The copyright and all other proprietary rights in the Databases are the sole and exclusive property of Licensor and its third-party licensors. Licensee acknowledges Licensor's representations that the Databases are extremely valuable, are confidential and proprietary to Licensor and its third-party licensors and contain trade secrets of Licensor and its third-party licensors. The third-party licensor is a beneficiary to this Ancillary Agreement with respect to the provisions which relate to the Licensee's Use of the Licensed Product. The provisions of this Ancillary Agreement are enforceable by the third-party licensor in addition to the Licensor. Licensee shall use reasonable care to prevent the disclosure, dissemination, copying and use of the Databases or any portion thereof, in violation of the terms of this Ancillary Agreement.

7. LEGENDS

Licensee shall instruct Users using the Databases or output therefrom to give proper attribution to Licensor for any data extracted from the Databases.

8. PROMOTION/ADVERTISING

Internal promotion of the Databases must carry the official product name, trademark and identification of copyright ownership. Nothing in this Ancillary Agreement grants Licensee any right to use Licensor's trademarks or trade names except in use connected with the identification of the Databases.

9. LICENSOR WARRANTY

Licensor warrants that it owns all rights in the Databases, free and clear of any third person claims. Licensor shall indemnify, defend and hold Licensee harmless from any claim, demand or cause of action based on any claim that the Databases (including third-party materials) or its use as permitted hereunder violates any third person's rights, including rights of copyright, trademark, or patent.

Except as set forth herein, the Databases and related documentation are provided "as is", without warranty of any kind. Licensor makes no representations or warranties either express or implied, with respect to the Databases including but not limited to, its quality, performance, merchantability or fitness for a particular use of any Database or any information contained in such Database.

10. LIMITATION OF LIABILITY

Except as set forth herein, in no event shall Licensor be liable for indirect, special, incidental or consequential damages arising out of the use of or inability to use the Database or for any loss or damage of any nature caused to any person as a result of the use of the Database. In no event shall Licensor's liability under this Ancillary Agreement exceed the annual Fees received by Licensor from INASP.

11. THIRD PARTY DISCLAIMER

Licensor hereby notifies Licensee that the Databases provided under this Agreement may contain or be derived from portions of materials provided by a third party under license to Licensor. Licensor has assumed responsibility for the selection of such materials and their use in producing the Databases licensed herein. ANY SUCH THIRD PARTY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE USE OF SUCH MATERIALS IN CONNECTION WITH THE DATABASES, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

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LICENSEE WAIVES ALL CLAIMS OF ANY KIND WHATSOEVER THAT IT MAY HAVE AGAINST ANY SUCH THIRD PARTY SUPPLIER OF MATERIALS PROVIDED UNDER THIS ANCILLARY AGREEMENT.

12. **TERMINATION**

Either party shall have the right to terminate this Ancillary Agreement upon a breach of any of its terms by the other party which is not cured within thirty (30) days after written notice thereof.

13. **SPECIFIC PERFORMANCE**

In the event of a breach of any of the provisions of Paragraphs 3, 4(g), 6, 7 or 8, Licensor shall be entitled to specific performance of those provisions, in addition to any other rights and remedies to which it shall otherwise be entitled.

14. **NONDISCLOSURE OF TERMS AND CONDITIONS**

Except as may be required by law or governmental rules and regulations, Licensor and Licensee agree not to publicly or privately announce or disclose the terms and conditions of the Primary or Ancillary Agreement without first securing the written consent of the other party.

15. **MISCELLANEOUS**

a) **FORCE MAJEURE** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for payment of money) on account of strike, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, acts of God, war, government action, labor conditions, or any other cause which is beyond the reasonable control of such party.

b) **SURVIVAL** The provisions of Paragraphs 1, 2, 3, 4(g), 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 of this Agreement shall survive the expiration or termination of this Agreement.

c) **SEVERABILITY** Invalidity or unenforceability of one or more of the provisions of the License Agreement does not affect any other provisions of the Ancillary Agreement.

d) **DELAYS** Failure or delay by either party in exercising any right or power hereunder shall not operate as a waiver of such right or power.

e) **ENTIRE AGREEMENT** The Primary Agreement, Appendix B – Coordinating Site License Agreement, and Schedule 1 – Coordinating Site License Agreement – Schedule of Particulars, contains the entire agreement of the parties as to the Databases and supersedes any and all written or oral prior agreements and understandings. It is expressly agreed that any terms of a purchase order or similar instrument issued by INASP or Licensee with respect to this Agreement will not affect the terms and conditions of the Primary and/or any Ancillary Agreements. This Ancillary Agreement may only be amended or modified by a writing signed by the parties.

f) **GOVERNING LAWS** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The federal or state courts of the United States located in Philadelphia, Pennsylvania, shall have jurisdiction to hear any dispute under this Agreement and service may be made upon Licensee by first-class mail to its address as set forth herein.

g) **ASSIGNMENT** This Ancillary Agreement may not be assigned by Licensee without the prior written consent of Licensor and written notification to INASP.

h) **NOTICES** Any notice hereunder shall be sent by personal delivery, telex, telecopier, or by certified mail, postage prepaid to either party at its address set forth herein or such other address as shall have been communicated in writing to the other, and shall be effective as of its personal delivery, transmission or mailing date, as the case may be.

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SCHEDULE 1
COORDINATING SITE LICENSE AGREEMENT
SCHEDULE OF PARTICULARS

Contact (Liaison to TS regarding Ancillary Agreement):	
Name:	
Email Address	
Telephone Number:	
Fax Number:	
Technical Contact (Primary) (Liaison to ISI regarding access and technical matters):	
Name:	
Email Address	
Telephone Number:	
Fax Number:	
Technical Contact (Alternative):	
Name:	
Email Address	
Telephone Number:	
Fax Number:	

ISI Database	Years of Access
Web of Science® <ul style="list-style-type: none">- Science Citation Index Expanded- Social Sciences Citation Index- Arts & Humanities Citation Index	
Web of Science® - Back Year Editions <ul style="list-style-type: none">- Science Citation Index Expanded- Social Sciences Citation Index- Arts & Humanities Citation Index	
Journal Citation Reports <ul style="list-style-type: none">- Science Edition- Social Sciences Edition	

IN CONSIDERATION OF the mutual promises set forth herein and attached hereto, Licensor and Licensee agree to be bound by the terms and conditions. AND THEREFORE IN WITNESS, Licensor and Licensee have caused this Ancillary Agreement to be executed

THOMSON SCIENTIFIC INC. BY: _____ Keith MacGregor Executive Vice President	COORDINATING SITE (LICENSEE) BY: _____ NAME (Typed): _____
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DATE: _____	TITLE: _____ DATE: _____
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