

**THIS LICENSE IS AGREED** the \_\_\_\_\_ day of \_\_\_\_\_ 20XX

**BETWEEN**

BioOne, a non-profit corporation with offices at 21 Dupont Circle, Suite 800, Washington, DC, USA 20036 (“BioOne”)

and

<INSTITUTION NAME>, BioOne Account No. XXXXXX, with offices at

\_\_\_\_\_ (“the Licensee”).

**WHEREAS** both parties share the mutual goals of maximizing dissemination of scholarly information for the purposes of both education and research while ensuring the sustainability of scholarly communication, and agree to cooperate in good faith to achieve those goals

**AND WHEREAS** BioOne holds the rights granted under this License

**AND WHEREAS** the Licensee desires to use the rights, and BioOne desires to grant to the Licensee the license to use the rights for the Fee (as defined below), 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:

Authorized Site: A single geographically contiguous location, centrally administered by the Licensee. Authorized Sites are specified in Appendix A, and may change by mutual agreement of both parties.

Authorized Users: Current students, faculty, and staff of the Licensee, including those on a permanent, temporary, contract, or visiting basis, and walk-in patrons, who are permitted to access the Secure Network from within the Authorized Site(s). Authorized Users may also access the Licensed Materials remotely provided their access is via the Licensee’s Secure Network or secure proxy server.

Commercial Use: Use for the purpose 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. Neither recovery of direct costs by the Licensee from Authorized Users, nor use by the Licensee or by an Authorized User of the Licensed Materials in the course of research funded by a commercial organization, is deemed to be Commercial Use.

Course Packs: A collection or compilation of materials (e.g., book chapters, journal articles) assembled by staff members of the Licensee for use only by students enrolled in courses of instruction offered by the Licensee.

Electronic Reserve: Electronic copies of materials (e.g., book chapters, journal articles) stored on a Secure Network by the Licensee for use only by students enrolled in courses of instruction offered by the Licensee.

Fee: The fee(s) set out in Appendix B and Appendix C and in new Appendices to this License that may be agreed by the parties.

Licensed Materials: The electronic material as set out in Appendix B: Licensed Materials -- Subscription Products and Appendix C: Licensed Materials -- One-Time Purchase Products, and in new Appendices to this License that may be agreed by the parties, as well as such ancillary materials that are owned or controlled by BioOne and produced specifically to complement, supplement, and support the said electronic material or any part of the same (e.g., datasets, images).

Platform: BioOne's official website (www.bioone.org) on which the Licensed Materials are hosted and may be accessed by Authorized Users.

Secure Network: An online network (whether a standalone network or a virtual network) that 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.

Subscription Period: That period of time during which access to the Licensed Materials is provided to the Licensee, as specified in Appendix B.

Text and Data Mining: A machine process by which information may be derived by identifying patterns and trends within natural language through text categorization, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms.

Virtual Learning Environment: A software system designed to manage and support teaching and learning in education, including systems variously referred to as Course Management Systems, Learning Management Systems, Learning Support Systems, Managed Learning Environments, and similar names.

## **2. AGREEMENT**

2.1 The preliminary recitals set forth above are expressly incorporated into this License by reference.

2.2 BioOne agrees to grant to the Licensee the non-exclusive and non-transferable right to give Authorized Users access to the Licensed Materials via a Secure Network for the purposes of research, teaching, education, and private study, subject to the terms and conditions of this License, and the Licensee agrees to pay the Fee.

2.3 Where the Licensed Materials include those in Appendix B: Licensed Materials -- Subscription Products, this License will commence at the beginning of the Subscription Period for the Licensed Materials as set out in Appendix B or in new Appendices to this License that may be added subsequently, and will automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it. Licensees may have access to content published prior to the Subscription Period as long as a current subscription is maintained.

2.4 Where the Licensed Materials include those in Appendix B: Licensed Materials -- Subscription Products, on termination of this License, BioOne will provide post-cancellation access for Authorized Users to that part of the Licensed Materials that was published and paid for within the Subscription Period as defined in Appendix B. Post-cancellation access will be provided from the Platform. However, as set forth in Section 5.3, Licensee will not have post-cancellation access to any materials that have for any reason been withdrawn from the Licensed Materials. Post-cancellation access shall be subject to the same terms, conditions, rights and obligations as apply to this License during the Subscription Period, which shall, as applicable, survive the termination of this

License. In the event of termination due to a breach of the License by the Licensee as provided in sections 8.1.1 and 8.1.3 of this License, post-cancellation access may be terminated at BioOne's option.

2.5 Where the Licensed Materials include those in Appendix C: Licensed Materials -- One-Time Purchase Products: At any time Licensee may purchase permanent access to the Licensed Materials as set forth in Appendix C. Such purchases shall be subject to payment of a one-time Fee; providing the Fee is paid in full, the term Licensed Materials shall be deemed to include materials as defined in Appendix C. Access shall be provided from the Platform. Upon purchase of such products, Licensee shall be subject to all the same terms, conditions, rights and obligations herein, which shall, as applicable, survive the termination of this License. In the event of termination due to a breach of the License by the Licensee as provided in sections 8.1.1 and 8.1.3 of this License, access to Licensed Materials may be terminated at BioOne's option. As set forth in Section 5.3, the purchase will not contain materials that have for any reason been withdrawn from the Licensed Materials.

### **3. USAGE RIGHTS**

3.1 The Licensee, subject to section 4 below, may:

3.1.1 Make such temporary electronic copies by means of caching of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorized Users, such copies to be deleted at the conclusion of the Subscription Period, and not for the purpose of making duplicate copies of the Licensed Materials available to Authorized Users.

3.1.2 Allow Authorized Users to have access to the Licensed Materials from the Platform via the Secure Network.

3.1.3 Provide Authorized Users with integrated access and integrated author, article title, abstract, and keyword index to the Licensed Materials and all other similar material licensed from other publishers.

3.1.4 Display, download, or print the Licensed Materials for the purpose of internal marketing or testing, or for training Authorized Users or groups of Authorized Users.

3.1.5 Supply to an Authorized User or provide via interlibrary loan a copy of an individual document being part of the Licensed Materials by post, fax, or online transmission, for the purposes of research or private study but not for Commercial Use.

3.1.6 Incorporate parts of the Licensed Materials in Course Packs and Electronic Reserve collections and in Virtual Learning Environments for the use of Authorized Users in the course of instruction at the Licensee's institution, but not for Commercial Use. Each item will carry appropriate copyright notices, 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.

3.1.7 Alter or modify the Licensed Materials as necessary to provide an equivalent level of access to Authorized Users with disabilities if the Licensed Materials are not already provided in accessible formats.

3.2 Authorized Users, subject to section 4 below, may:

3.2.1 Search, view, retrieve, and display the Licensed Materials from the Platform.

3.2.2 Print a copy or download and save individual articles or items of the Licensed Materials for personal use.

3.2.3 Use individual parts of the Licensed Materials within Course Packs, Electronic Reserves, and Virtual Learning Environments for Licensee's teaching, learning, or training purposes.

3.2.4 Use Text and Data Mining (TDM) technologies to derive information from the Licensed Materials.

3.2.5 Distribute a copy of individual articles or items of the Licensed Materials in print or electronic form to other Authorized Users or to other individual scholars collaborating with Authorized Users but only for the purposes of research and private study. For the avoidance of doubt, the distribution permitted under this sub-section will include the distribution of a copy for teaching purposes to each individual student Authorized User in a class at the Licensee's institution.

3.2.6 Download a copy of individual articles or items of the Licensed Materials and share the same with other Authorized Users or other individual scholars collaborating in a specific research project with such Authorized Users, provided that it is held and accessed with a network that is not accessible to any person not directly involved in such collaboration and provided that it is deleted from such network immediately upon completion of the collaboration.

3.3 Nothing in this License shall limit any rights which the Licensee or Authorized User may have under fair use principles under U.S. copyright law.

#### **4. PROHIBITED USES**

4.1 Neither the Licensee nor Authorized Users may:

4.1.1 Remove or alter the authors' names or copyright notices or other means of identification or disclaimers or metadata as they appear in the Licensed Materials.

4.1.2 Systematically make print or electronic copies of multiple extracts, or make multiple copies of any part of the Licensed Materials for any purpose other than expressly permitted by this License.

4.1.3 Prepare derivative works or download, mount, or distribute any part of the Licensed Materials on any web site, electronic system or network, other than the Secure Network, except where expressly permitted by this License under sections 3.2.5 and 3.2.6.

4.2 BioOne's explicit written permission must be obtained in order to:

4.2.1 Use all or any part of the Licensed Materials for any Commercial Use.

4.2.2 Systematically distribute any part of the Licensed Materials to anyone other than Authorized Users, other than as permitted in this License.

4.2.3 Publish, distribute, or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this License.

4.2.4 Alter, abridge, adapt, or modify the Licensed Materials, except to the extent necessary to make them perceptible to Authorized Users or as otherwise permitted in this License. For the avoidance of doubt, no alteration of the words or their order is permitted.

#### **5. BIOONE'S UNDERTAKINGS**

5.1 BioOne warrants to the Licensee that the Licensed Materials used as contemplated by this License do not infringe the copyright or any other proprietary or intellectual property rights of any person. BioOne shall indemnify and hold the Licensee harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee claiming actual or alleged infringement of such rights, provided that Licensee notifies BioOne in writing of any such claim or action within ten (10) calendar days after Licensee first receives notice of any such claim or action, and further provided that BioOne shall have sole control over the defense of any such claim or action.

This indemnity shall survive the expiration or termination of this License for any reason. This indemnity shall not apply if the Licensee has amended or used the Licensed Materials in any way not permitted by this License.

5.2 BioOne shall:

5.2.1 Make the Licensed Materials available to the Licensee from the Platform, access to which is authenticated as specified in Appendix A. BioOne will notify the Licensee at least sixty (60) days in advance of any known, material change to the Licensed Materials, such as a title discontinuation.

5.2.2 Use reasonable efforts to make available the electronic version of each title in the Licensed Materials within sixty (60) days after publication.

5.2.3 Provide the Licensee, within thirty (30) days of the date of this License, with information sufficient to enable the Licensee to access the Licensed Materials.

5.2.4 Use reasonable efforts to ensure that the Platform has adequate capacity and bandwidth to support the usage of the Licensee at a level commensurate with the standards of availability for information services of similar scope operating online, as such standards evolve from time to time over the term of this License.

5.2.5 Use reasonable efforts to make the Licensed Materials available to the Licensee and to Authorized Users at all times and on a twenty-four hour basis, save for routine maintenance (which shall be notified to the Licensee in advance wherever possible), and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service.

5.2.6 Use reasonable efforts to comply with the Americans with Disabilities Act to the extent outlined in BioOne's then-current Voluntary Product Accessibility Template (VPAT).

5.3 BioOne reserves the right at any time to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable.

5.4 BioOne undertakes to provide secure digital preservation or make arrangements for a third party to provide the same via a preservation archive of the Licensed Materials, and to permit Authorized Users to access such an archive should a trigger event occur. Such events are defined by the third party hosting the preservation archive and include a prolonged inability for Authorized Users to access the Licensed Materials through the platform due to a significant outage or catastrophic event.

5.5 BioOne shall provide to the Licensee, or facilitate the collection of and provision to the Licensee of, usage data in form and format(s) conforming to the current standards established by COUNTER (Counting Online Usage of Networked Electronic Resources), such standards being subject to change from time to time over the term of this License. Such usage data will be compiled in a manner consistent with applicable privacy laws, and the anonymity of individual users and the confidentiality of their searches shall be fully protected.

5.6 BioOne will provide appropriate training materials to Licensee staff relating to the use of the Licensed Materials and Platform functionality, and may provide training upon request.

5.7 EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE, BIOONE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF DESIGN, ACCURACY OF THE INFORMATION CONTAINED IN THE LICENSED MATERIALS, MERCHANTABILITY, OR FITNESS OF USE FOR A PARTICULAR PURPOSE. THE LICENSED MATERIALS ARE SUPPLIED "AS IS."

5.8 EXCEPT AS PROVIDED IN SECTION 5.1, UNDER NO CIRCUMSTANCES SHALL BIOONE BE LIABLE TO THE LICENSEE OR ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO AUTHORIZED USERS, FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER 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. BIOONE'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 THE LICENSEE TO BIOONE 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. REGARDLESS OF THE CAUSE OR FORM OF ACTION, THE LICENSEE MAY BRING NO ACTION ARISING FROM THIS LICENSE MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ARISES.

## **6. LICENSEE'S UNDERTAKINGS**

6.1 The Licensee shall:

6.1.1 Use reasonable efforts to ensure that all Authorized Users are aware of the importance of respecting the intellectual property rights in the Licensed Materials and of the terms and conditions of this License, and use reasonable efforts to notify Authorized Users of the terms and conditions of this License and take steps to protect the Licensed Materials from unauthorized use or other breach of this License.

6.1.2 Use reasonable efforts to monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform BioOne and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence.

6.1.3 Provide BioOne, within thirty (30) days of the date of this License, with information sufficient to enable BioOne to provide access to the Licensed Materials in accordance with its obligation under section 5.2.3. Should the Licensee make any significant change to such information, it will notify BioOne not less than ten (10) days before the change takes effect.

6.1.4 Keep full and up-to-date records of all IP addresses and provide BioOne with details of such additions, deletions, or other alterations to such records as are necessary to enable BioOne to provide Authorized Users with access to the Licensed Materials as contemplated by this License.

6.2 NOTHING IN THIS LICENSE SHALL MAKE LICENSEE LIABLE FOR BREACH OF THE TERMS OF THE LICENSE BY ANY AUTHORIZED USER PROVIDED THAT THE LICENSEE DID NOT KNOWINGLY CAUSE, ASSIST, OR CONDONE THE CONTINUATION OF SUCH BREACH AFTER BECOMING AWARE OF AN ACTUAL BREACH HAVING OCCURRED.

6.3 The Licensee shall, in consideration for the rights granted under this License, pay the Fee within thirty (30) days of receipt of invoice. For the exclusion of doubt, the Fee shall be exclusive of any sales, use, value added, or similar taxes, and the Licensee shall be liable for any such taxes in addition to the Fee.

## **7. UNDERTAKINGS BY BOTH PARTIES**

7.1 Each party shall use its best efforts to safeguard the intellectual property and proprietary rights of the other party.

## **8. TERM AND TERMINATION**

8.1 In addition to termination at the end of the Subscription Period (unless renewed) under section 2.3, this License shall be terminated:

8.1.1 If the Licensee defaults in making payment of the Fee as provided in this License and fails to remedy such default within thirty (30) days of notification in writing by BioOne.

8.1.2 If BioOne 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.

8.1.3 If the Licensee commits a willful, material, or persistent breach of BioOne's copyright or any other intellectual property rights or of the provisions of section 3 in respect of usage or section 4 in respect of prohibited uses.

8.1.4 If either party becomes insolvent or becomes subject to receivership, liquidation, or similar external administration.

8.2 On termination of this License all rights and obligations of both parties automatically terminate except for obligations in respect of Licensed Materials to which access continues to be permitted as provided in section 2.4 or section 2.5 and except for any other provision that by its terms contemplates survival.

8.3 On termination of this License by BioOne for cause, as specified in sections 8.1.1 and 8.1.3, the Licensee shall immediately cease to distribute or make available the Licensed Materials to Authorized Users except to the extent provided in section 2.4 or section 2.5.

8.4 On termination of this License by the Licensee for cause, as specified in section 8.1.2 above, BioOne shall forthwith refund the proportion of the Fee that represents the paid but unexpired part of the Subscription Period.

## **9. GENERAL**

9.1 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.

9.2 Alterations to this License and to the Appendices to this License are only valid if they are recorded in writing and signed by both parties.

9.3 This License may not be assigned by either party or any other person or organization, nor may either party sub-contract any of its obligations, except as provided in this License in respect of the management and operation of the Platform, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

9.4 If rights in all or any part of the Licensed Materials are assigned to another publisher, BioOne shall use its best efforts to ensure that the terms and conditions of this License are maintained.

9.5 Any notices to be served on either of the parties by the other shall be (i) mailed by prepaid, certified mail or overnight courier or (ii) transmitted by email to the mailing address or email address of the addressee as set out in Appendix A to this License or to such other address as notified by either party to the other as its address for service of notices. Any such notice or communication shall be deemed to have been given (i) three (3) days after such notice or communication is mailed by prepaid, certified mail, (ii) one (1) working day after such notice or communication is sent by overnight courier, or (iii) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission.

9.6 Neither party's delay or failure to perform any provision of this License, as a result of circumstances beyond its control (including, without limitation, war, strikes, floods, pandemic, 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.

9.7 The invalidity or unenforceability of any provisions of this License shall not affect the continuation or enforceability of the remainder of this License.

9.8 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.

9.9 This License and all related matters shall be governed and construed in accordance with the laws of the District of Columbia, without giving effect to the conflict of law's provisions to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the District of Columbia. Any dispute arising out of or in conjunction with this License shall be filed in the jurisdiction of the party against whom a claim is made.

9.10 This License may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Electronic signature copies shall be deemed original for all purposes.

...

AS WITNESS the hands of the duly authorized representatives of the parties the day and year below first written

**FOR BIOONE**

Signature: \_\_\_\_\_

Name: Christine Orr

Position/Title: Director of Sales and Community Outreach

Date: \_\_\_\_\_

**FOR THE LICENSEE**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Date: \_\_\_\_\_



**APPENDIX A**  
**AUTHORIZED SITES, ADMINISTRATIVE CONTACT, AND OFFICIAL NOTICES**

The following will constitute the Licensee's Authorized Site(s) for the purposes of this License Agreement. Authorized Sites may have access to the Licensed Materials on BioOne's Platform via IP Address, Shibboleth, and Athens protocols.

Licensee's administrative contact information and authentication details may also be submitted under separate cover to BioOne or to the appropriate BioOne sales agent.

**AUTHORIZED SITE(S)**

Licensee Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Authentication Details: \_\_\_\_\_

(Add multiple Authorized Sites and Authentication Details as required.)

**ADMINISTRATIVE CONTACT**

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**OFFICIAL NOTICE CONTACTS (Section 9.5)**

**If to the Licensee:**

Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**If to BioOne:**

Organization: BioOne

Contact Name: Christine Orr

Title: Director, Sales and Community Outreach

Address: 21 Dupont Circle, Suite 800  
Washington DC 20036 USA

Telephone: +1 202-296-1605

Email: christine@bioone.org

Cc: Library.services@bioone.org

For Licensees outside North America, Notices shall also be delivered to the appropriate BioOne sales agent.

**APPENDIX B  
LICENSED MATERIALS -- SUBSCRIPTION PRODUCTS  
FEES AND SUBSCRIPTION PERIOD**

For the purposes of this License, the Licensed Materials shall include the following products (please check). A list of titles currently available may be found on the BioOne website (www.bioone.org). At the option of BioOne or the Licensee, a list of titles may be added to this Appendix.

<u>Product</u>	<u>List Price</u>	<u>Subscriber Fee</u>	<u>Subscription Period</u>
___ BioOne Complete	USD _____	USD _____	_____

**Fees** for the Subscription Period are as defined in this Appendix. Fees for subsequent Subscription Periods are subject to increase upon renewal in accordance with Section 2.3.

**Licensed Materials: Title List(s):**

Unless populated, this section intentionally left blank.

*Include a numbered list of: Titles, ISSNs, and coverage dates, customized as required.*

- A. The following titles shall constitute the Licensed Materials included in the **BioOne Complete annual subscription**:
- B. The Licensee is **granted post-cancellation access rights** to the following titles, formerly licensed as BioOne.1, as defined in Section 2.4.
- C. The Licensee has access to the following titles, formerly licensed as BioOne.2, so long as a current paid subscription is maintained. **No post-cancellation access rights** are granted to these titles.

**APPENDIX C**  
**LICENSED MATERIALS -- ONE-TIME PURCHASE PRODUCTS**  
**PURCHASE AGREEMENT**  
**(Unless populated, this section intentionally left blank.)**

This Purchase Agreement is hereby made between BioOne and the Licensee for the following Licensed Materials (please check):

<u>Product</u>	<u>List Price</u>	<u>Fee</u>	<u>Purchase Date</u>
___ BioOne Complete Archive	USD _____	USD _____	_____
___ BioOne eBooks: ESA eBook Collection	USD _____	USD _____	_____
___ BioOne eBooks: CSIRO Publishing BioSelect Collection	USD _____	USD _____	_____

As set forth in Section 2.5, all appropriate terms and conditions of the License shall apply to this Purchase.

**Fees** are as defined in this Appendix, and reflect a one-time purchase price for the Licensed Materials defined herein. No further fees are due.

- A. **Title List: BioOne Complete Archive:** The following titles shall constitute the Licensed Materials purchased.
  
- B. **Title List: BioOne eBooks: ESA eBook Collection:** The following titles shall constitute the Licensed Materials purchased.
  
- C. **Title List: BioOne eBooks: CSIRO Publishing BioSelect Collection:** The following titles shall constitute the Licensed Materials purchased.