

ONLINE LICENSE AND SERVICE AGREEMENT

This Agreement is between Annual Reviews ("AR") a nonprofit 501 [c]3 publishing organization headquartered in San Mateo CA, USA., and CINCEL, MONEDA 1375, PISO 13, SANTIAGO, CHILE ("Subscriber") to cover the license of online editions of AR works, as described in Appendix A, *Products and Services*, and at the costs described therein.

1. Subscriber Rights

AR agrees to provide the Subscriber's Members and their Authorized Users access to the AR Online database or portion thereof, consisting of the AR works specified in Appendix A, *Products and Services*.

If this agreement is terminated, access to the years licensed will continue to be available on the AR server. If at some point in the future, AR is no longer able to provide access via their server, an archive will be included in a mutually agreed medium.

This agreement grants access to the AR Online database for educational, research, and personal use by the faculty, staff, students, alumni and library patrons on the Subscriber's Members Distance learners, alumni, and other off-campus individuals may access AR Online if their Internet access is through the campus network and the Subscriber has a process to validate Authorized Users

The Subscriber's Authorized Users may download and print articles for personal use and archive contents on their own personal computers. They may send one copy by email, print, or fax to one person at another location for that individual's personal use. Systematic acquisition of large amounts of Annual Reviews content, such as entire volumes or their equivalents, is not considered 'personal use.' Facsimile images that are exact representations of the print pages or of printouts from the electronic database may be provided for interlibrary loan under CONTU guidelines and distributed in paper, fax, or digital form. Libraries may include links to AR digital content in local electronic course reserve systems limited to use of Authorized Users of current classes.

Licensee may provide print or electronic copies of the Licensed Materials to national or international regulatory authorities for the purpose of, or in anticipation of, regulatory approval or patent and/or trademark applications or other legal or regulatory approval or patent and/or trademark applications or other legal or regulatory purposes in respect of the Licensee's products or services.

2. Limits of License

Neither Subscriber nor its Authorized Users may use any AR works or parts of works in the provision of any product, publication, or other service offered for commercial sale. This includes the creation of custom textbooks for sale, reproduction of bibliographies in other works, or posting of any information on an open Website which would allow downloading AR works into commercial sites or services.

AR retains all copyright and intellectual property rights to the digital and print information provided under this Agreement.

3. Annual Reviews Obligations

AR will provide all efforts to make the AR Online products available as defined in its promotional literature and to commercial service standards consistent with operation of an information service over the Internet and institutional networks.

AR warrants and will ensure that it holds distribution rights for all Titles and other information provided as part of its AR Online service.

ONLINE LICENSE AND SERVICE AGREEMENT

4. Subscriber Obligations

The Subscriber agrees to exercise reasonable precautions, according to common industry practices, to limit access to AR Online databases to its Authorized Users. Subscriber shall not be required to report such user information to AR, but will describe and document its User policies and practices upon request by AR. Subscriber agrees to provide electronic security measures as feasible to ensure protection of AR data.

5. Warranties and Liability

The entire liability of AR whether in contract, tort, by statute or otherwise to the Subscriber and Authorized Users shall be the refund of any fees paid to AR. In no circumstances will AR be liable for damages including, without limitation, damages for loss of data or corruption of data, loss of programs, loss of business, goodwill, or other incidental, consequential or indirect losses of any nature arising out of the use, or inability to use AR databases. AR will not be liable for any losses arising from any errors, omissions, or other inaccuracies in or corruption caused in the AR databases, whether caused by transmission processing or otherwise to the Titles provided online or otherwise made accessible.

6. General Terms

This Agreement constitutes the entire understanding between AR and Subscriber. Each party affirms its signatory is authorized to agree to the terms of this Agreement. Neither party shall assign this Agreement without written consent of the other. Notice of changes in this Agreement shall be provided in writing at the addresses below.

Andrea Lopez
Annual Reviews
1875 S Grant St., Suite 700
San Mateo, CA 94402 USA



Ignacio Sánchez Díaz
Presidente de Cincel y Representante legal
Corporación Cincel
MONEDA 1375, PISO 13, SANTIAGO, CHILE

Date

November 24th, 2022
Date

ONLINE LICENSE AND SERVICE AGREEMENT

Appendix A: Products and Services

Sciences Collection of Annual Reviews volumes for the 22* CINCEL Members sites:

2023 Sciences Collection	\$ 147,004
2024 Sciences Collection	\$ 151,404
2025 Sciences Collection	\$ 155,936
2026 Sciences Collection	\$ 160,622
2027 Sciences Collection	\$ 165,440

*22 of these members will have permanent rights to the content, and the balance will be able to access the content but not retain permanent rights:

1. Agencia Nacional de Investigación y Desarrollo
2. Pontificia Universidad Católica de Chile
3. Pontificia Universidad Católica de Valparaíso
4. Universidad Adolfo Ibáñez
5. Universidad Alberto Hurtado
6. Universidad Andrés Bello
7. Universidad Arturo Prat
8. Universidad Austral de Chile
9. Universidad Católica de la Santísima Concepción
10. Universidad Católica de Temuco
11. Universidad Católica del Maule
12. Universidad Católica del Norte
13. Universidad Central
14. Universidad de Antofagasta
15. Universidad de Atacama
16. Universidad de Chile
17. Universidad de Concepción
18. Universidad de La Frontera
19. Universidad del Desarrollo
20. Universidad de Los Andes
21. Universidad de Los Lagos
22. Universidad de Magallanes
23. Universidad de Playa Ancha
24. Universidad de Santiago de Chile
25. Universidad de Talca
26. Universidad de Tarapacá
27. Universidad de Valparaíso
28. Universidad del Bio-Bio
29. Universidad Diego Portales
30. Universidad Mayor
31. Universidad Técnica Federico Santa María
32. Universidad Tecnológica Metropolitana

Two additional non-profit corporate institutions with a maximum FTE of 50 may have access to the materials during the course of the agreement. These two institutions will not have permanent data rights

ONLINE LICENSE AND SERVICE AGREEMENT

Addendum: Subscribe to Open (S2O)

1. Open Access

1.1. Subscriptions: the volumes years of Annual Reviews journals that have sufficient subscription support will be published open access under a creative commons license on that journal's official publication date.

2. Subscriber Benefits

2.1. Guaranteed Access: institutions with current subscriptions to journals under the Subscribe to Open model are guaranteed access regardless of whether that volume year is successfully funded to be published open access or not.

2.2. Reviews in Advance: current subscribers will have exclusive access to any articles made available ahead of their official publication date.

2.3. Permanent Data Rights: If at some point in the future Annual Reviews is no longer able to provide access via their server, an archive of the previously subscribed volumes under Subscribe to Open will be provided in an mutually agreed upon medium.

3. Creative Commons:

3.1. License Override: The Creative Commons license attributed to articles published open access under Subscribe to Open shall override any user access and use restrictions stipulated in the Site License Agreement.