

LICENSE AGREEMENT For Elsevier Online Services

This license agreement (“Agreement”) is entered into by and between Elsevier Inc., 11830 Westline Industrial Drive, St. Louis, MO 63146, USA (“Elsevier”), and [Name], [street address, city, state, postal/zip code, country] (“Customer”).

Elsevier and Customer agree as follows:

1. License. Elsevier grants to Customer a non-transferable, non-exclusive right and license to access and use the online medical information service(s) described on Attachment A (the “Service”), each through the respective website listed on Attachment A (the “Website”) according to the terms and conditions set forth in this Agreement. Customer and its Authorized Users (as defined below) shall have access to the Service for an annual license fee set forth on Attachment A (the “Fee”). “Authorized Users” shall mean faculty, full-time and part-time students, residents, researchers, employees and independent contractors of Customer affiliated with Customer’s locations listed on Attachment A (“Sites”) and authorized by Customer to access the Service through Customer’s secure network by secure authentication and under the terms of this Agreement.

Term. This Agreement starts as of the “Commencement Date” on Attachment A and continues for a period of [one (1) year | three (3) years] (the “Initial Term”). This Agreement will automatically renew for an additional one-year term (a “Renewal Term”) unless Customer notifies Elsevier in writing of its desire not to renew thirty (30) days prior to the expiration date. Elsevier reserves the right to adjust prices upward or downward upon renewal of this Agreement for any Renewal Term. Customer will be notified of price adjustments thirty (30) days prior to a Renewal Term.

2. Payment. The Fee shall be paid in U.S. dollars payable through an authorized branch of a U.S. bank or via wire service transfer. Customer will pay the Fee within thirty (30) days after the invoice date. Elsevier reserves the right to suspend access to the Service if a payment is not received by its due date. The Fee shall be exclusive of any sales, use, value added, withholding or similar tax, and Customer shall be liable for any such taxes in addition to the Fee.

3. Registration. Customer acknowledges and agrees that Customer and its Authorized Users agree to and are bound by all of the terms and conditions of the Registered User Agreement (and the FIRSTConsult Product Agreement, if applicable) located at the respective Website (with the exception of any provisions pertaining solely to individual (non-institutional) subscriptions). Authorized Users may also register individually for the Service online at the Website. In the event of an ambiguity or inconsistency between a term in the Registered User Agreement (or FIRSTConsult Product Agreement, if applicable) and in this Agreement, this Agreement shall control.

4. Restrictions. Except as expressly granted by the Agreement, Customer acquires no right, title or license in the content or data incorporated in the Service. This Agreement is specific to Customer and may not be assigned, transferred or sublicensed in whole or in part without the prior consent in writing of Elsevier. The use of all or any part of the Service by anyone other than the Authorized Users is expressly prohibited. Elsevier warrants that it has the authority to make available the Service, and that it has secured all rights and permissions necessary to enable the Authorized Users to utilize such materials in compliance with this Agreement. Elsevier will indemnify Customer against any claim that materials furnished hereunder and used within the scope of the Agreement (not including any materials that have been customized or otherwise altered by Customer) infringe any patent, copyright or other rights of third parties. Should the materials furnished under this Agreement become or in Elsevier’s opinion be likely to become, the subject of a claim for infringement, Elsevier may authorize the continued use, replacement, removal, or modification of such data to make it non-infringing. Customer will indemnify Elsevier against any claim relating to any customization or alteration of the materials.

5. Access and Use. Access to the Service shall be controlled through the use of Internet Protocol (IP) addresses, passwords/usernames, or both. Customer is responsible for providing valid Internet Protocol (IP) addresses to Elsevier,

issuing and terminating access codes and/or passwords/usernames (if used), and verifying the status of Authorized Users. Customer is responsible for taking reasonable measures to ensure the security and integrity of the Service, ensure that access to and use of the Service is limited to Authorized Users and prevent access by unauthorized persons to the Service, ensure that passwords are issued only to Authorized Users and that neither Customer nor its Authorized Users divulge any passwords to any third party, and immediately terminate any unauthorized access or use of which it becomes aware and prevent recurrence. Customer shall promptly notify Elsevier of any unauthorized access or use of which it becomes aware and cooperate with Elsevier in any investigation thereof.

6. Support. Customer accepts sole responsibility and liability for Internet access and installation of all system components required to access the Service and for all use of the Service under the terms of this Agreement. Customer is also responsible for any charges it incurs to access Elsevier, such as telephone and other equipment charges, and fees charged by an Internet access provider or other third party service. Customer shall nominate one (1) member of its staff to act as a contact for technical support, specified on Attachment A. In the event of problems operating the Service, this person may contact Elsevier for technical support. Such support shall be provided only for the Service as supplied by Elsevier under this Agreement. Elsevier shall not supply support for any retrieval or other software or hardware obtained by Customer from any third party and shall not supply any technical support direct to any Authorized User. Customer shall nominate one (1) member of its staff to act as administrative contact for non-technical support, specified on Attachment A. Authorized Users may contact the Website's online customer support center for assistance in the use of the Service.

7. Unauthorized Use. In the event of any unauthorized use of the Service, Elsevier may suspend access of the IP address(es) from which the unauthorized use occurred upon notice to Customer.

8. Notices. All notices given pursuant to this Agreement shall be in writing and delivered to the party to whom such notice is directed at the address specified above or the facsimile number or electronic mail address as such party shall have designated by notice hereunder.

9. Privacy. Elsevier shall not, without the prior written consent of Customer, transfer any personal information of any Authorized Users to any non-affiliated third party or use it for any purpose other than as described in this Agreement and in the online privacy policy for the Service.

10. Miscellaneous. This Agreement may only be amended or modified in a written document signed by both parties. This Agreement contains the entire understanding and agreement of the parties and merges and supersedes any and all previous and contemporaneous agreements, communications, confirmations, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein. Customer will maintain the confidentiality of the pricing terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the last date set forth below.

[CUSTOMER NAME]

ELSEVIER INC.

By: _____

Name:

Title:

Date:

By: _____

Name: Scott C. Wilson

Title: Vice President, Institutional Electronic Products

Date:

Rev. January 14, 2008

**LICENSE AGREEMENT
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Attachment A**

Customer Name:

Sites: **# Auth. Users** **IP Addresses** **Proxy?**

Estimated total number of Authorized Users at all Sites:

Exit URL if IP authenticating:

Technical Contact

Name:
Title:
Address (if different from address for notices):
E-mail:
Phone:
Fax:

Administrative Contact

Name:
Title:
Address (if different from address for notices):
E-mail:
Phone:
Fax:

Customer will promptly notify Elsevier of any changes to any of the information above.

Services **[2009-10Fee]** **[2011-12 Fee]**
[Identify services and fees, as applicable:]

MD Consult Editions

- Core Collection

MD Consult Choice Collections

- Dermatology
- Dermatological Surgery
- Family Medicine
- Geriatric Medicine
- Neonatology
- Hand Surgery
- Shoulder Surgery
- Otolaryngology
- Pathology
- General Radiology
- Dental Collection
- Anesthesia Collection
- Critical Care

- Hospital Medicine
- Netter's Orthopaedics Collection
- Orthopedics and Sports Medicine Collection

Total Annual Fees: \$ _____ [_____]

Commencement Date: _____

Initial Term Expiration Date: _____