

**AMENDMENT TO
LICENSE AGREEMENT**

This Amendment is entered into as of April 1, 2015 (the "**Amendment Effective Date**") by and between Ovid Technologies, Inc. (the "**Publisher**") and Simon Fraser University (the "**Agent**"), as agent for the Members of the Electronic Health Library of BC (the "**Consortium**"). Capitalized terms used herein without being defined have the meanings assigned to them in the Agreement (as defined below).

WHEREAS, the Publisher and 2 BC Academic Health Counsel, as agent for the Consortium ("**BCAHC**"), entered into a License Agreement dated as of April 1, 2012 (the "**Agreement**"), pursuant to which the Publisher licensed the Licensed Materials for use by Authorized Users;

WHEREAS, pursuant to a letter agreement between the Publisher and the Agent dated April 12, 2013 the Publisher consented to the Agent's assumption of BCAHC's rights and obligations under the Agreement effective as of April 30, 2013;

WHEREAS, the Agreement expired by its terms on March 31, 2015; and

WHEREAS, the Publisher and the Agent wish to extend the term of the Agreement for three additional years.

NOW THEREFORE, the parties hereby agree as follows:

1. Section 2.3 of the Agreement is amended and restated in its entirety to read as follows:

"Subject to the Publisher's right to offer the Licensed Materials under this Agreement, this Agreement shall commence as of the date of this Agreement and shall terminate automatically on March 31, 2018 unless previously terminated in accordance with the terms of this Agreement."

2. Except as provided herein, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the Amendment Effective Date.

OVID TECHNOLOGIES, INC.

**SIMON FRASER UNIVERSITY, AS AGENT
FOR THE MEMBERS OF THE ELECTRONIC
HEALTH LIBRARY OF BC**

By:

By:

Name:

Name: _____

Title:

Title: _____

Date:

Date: _____

Schedule B: Product/Software Subscription Pricing

CONTENT

Database	Start Date	End Date	Site Code	Users	Unit Price	Total
Evidence Based Medicine Reviews	01-Apr-2015	31-Mar-2016	B	50	Year 1	
Evidence Based Medicine Reviews	01-Apr-2016	31-Mar-2017	B	50	Year 2	
Evidence Based Medicine Reviews	01-Apr-2017	31-Mar-2018	B	50	Year 3	
Medline (1950-Date)	01-Apr-2015	31-Mar-2016	B	SITE	Year 1	
Medline (1950-Date)	01-Apr-2016	31-Mar-2017	B	SITE	Year 2	
Medline (1950-Date)	01-Apr-2017	31-Mar-2018	B	SITE	Year 3	
					Total	

Software/License

Software/License	Start Date	End Date	Sites	Users	Unit Price	Total
Ovid User License Fee	01-Apr-2015	31-Mar-2016		SITE	Year 1	
Ovid User License Fee	01-Apr-2016	31-Mar-2017		SITE	Year 2	
Ovid User License Fee	01-Apr-2017	31-Mar-2018		SITE	Year 3	
Maintenance Fee						
Site/Institution Fee						
Training						
Other						
Grand Total Year 1						
Grand Total Year 2						
Grand Total Year 3						

Platform: Network

Order Type: Renewal

Configuration and pricing agreed to by Subscriber:

Title

Date

Schedule B-1: Additional Online Content Subscription Pricing

CONTENT

Online Content	Start Date	End Date	Site Code	Users	Unit Price	Total
					Content Total	\$0.00

ADDITIONAL TERMS

For the Online Content listed on this Schedule B-1, solely with respect to such Online Content, the following additional terms apply:

1. References in the Agreement to Schedule B will be deemed references to this Schedule B-1, as applicable.
2. The term "Products" as defined in the Agreement includes the content ordered by the Subscriber pursuant to Schedule B-1 (the "**Online Content**") and the term "Documentation" as defined in the Agreement includes any hard-copy or electronic materials relating to the Online Content.
3. Ovid hereby grants to Subscriber the non-transferable, nonexclusive limited right to gain computerized access to the Online Content via the applicable online platforms, subject to the terms and conditions of this Agreement. Authorized Users will use the Online Content only in accordance with the Permitted Use and any online end user license agreement and/or terms of use available via the applicable platforms.
4. Unless authorized and approved in writing by Ovid, the Online Content is only available via internet protocol validation or an Ovid-approved online referral link.
5. WITHOUT IN ANY WAY LIMITING THE EFFECT OF ANY OTHER DISCLAIMER, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT OVID PROVIDES NO MEDICAL ADVICE IN CONNECTION WITH THIS AGREEMENT AND THAT SUBSCRIBER IS SOLELY RESPONSIBLE FOR THE USE OF ANY INFORMATION CONTAINED IN THE PRODUCTS OR ANY EXTERNAL CONTENT AND THAT A LICENSED MEDICAL PROFESSIONAL IS RESPONSIBLE FOR INDEPENDENTLY REACHING ANY MEDICAL JUDGMENT, AND FOR ANY RESULTING DIAGNOSIS AND TREATMENTS, NOTWITHSTANDING ANY USE OF THE PRODUCTS, THE EXTERNAL CONTENT OR THE INFORMATION CONTAINED THEREIN BY SUCH MEDICAL PROFESSIONAL. NEITHER OVID NOR ITS EMPLOYEES AND AGENTS WILL BE LIABLE FOR ASSISTANCE PROVIDED TO AUTHORIZED USERS IN PERFORMING RESEARCH USING THE PRODUCTS AND ANY SUCH ASSISTANCE RECEIVED FROM OVID EMPLOYEES OR AGENTS WILL BE SOLELY AT AUTHORIZED USERS' RISK. AUTHORIZED USERS, INCLUDING PHYSICIANS, HEALTH CARE WORKERS AND OTHER PROFESSIONAL PERSONS USING THE PRODUCTS MAY NOT RELY ON THE INFORMATION CONTAINED IN THE PRODUCTS. ALTERNATIVELY, THEY MUST RELY ON THEIR CLINICAL DISCRETION, JUDGMENT AND EXPERTISE IN DIAGNOSIS AND TREATMENT.
6. Excluding any claims arising out of or related to the violation by Ovid or Information Providers of any third party copyrights, patents, trademarks or trade secrets, Subscriber agrees to indemnify Ovid from and defend, at its own expense (including reasonable attorney's fees) against any and all claims of third parties (including without limitation, copyright infringement) arising out of or related to Authorized Users' use of the Products (including the Online Content) or any materials provided hereunder, regardless of whether such claims were foreseeable by Ovid; provided that Ovid promptly notify Subscriber of the claim and provides all information and cooperation necessary to negotiate and defend the claim. At its discretion, Ovid may participate in the defense, settlement or negotiation of any claims.

If the Online Content ordered by Subscriber includes Lippincott Procedures, solely with respect to Lippincott Procedures, the following additional terms will apply:

1. THE PRODUCTS (INCLUDING THE CONTENT THEREIN) ARE NO SUBSTITUTE FOR INDIVIDUAL PATIENT ASSESSMENT BASED UPON THE SUBSCRIBER'S HEALTHCARE PROFESSIONALS' EXAMINATION OF EACH PATIENT AND CONSIDERATION OF, AMONG OTHER THINGS, AGE, WEIGHT, GENDER, CURRENT OR PRIOR MEDICAL CONDITIONS, MEDICATION HISTORY, LABORATORY DATA AND OTHER FACTORS UNIQUE TO THE PATIENT. WHILE THE PRODUCTS MAY DESCRIBE VARIOUS BASIC PRINCIPLES OF DIAGNOSIS AND THERAPY, THE PRODUCTS SHOULD BE USED AS GENERAL MEDICAL REFERENCE MATERIALS TO ASSIST THE HEALTHCARE PROFESSIONAL REACH DIAGNOSTIC AND TREATMENT DECISIONS, BEARING IN MIND THAT INDIVIDUAL AND UNIQUE CIRCUMSTANCES MAY LEAD THE SUBSCRIBER (AND ITS HEALTHCARE PROFESSIONALS) TO REACH DECISIONS NOT REPRESENTED IN THE PRODUCTS. SUBSCRIBER (AND ITS HEALTHCARE PROFESSIONALS) SHOULD EXERCISE THEIR OWN INDEPENDENT PROFESSIONAL AND CLINICAL JUDGMENT, TAKING INTO ACCOUNT SPECIFIC INFORMATION ABOUT PARTICULAR INDIVIDUAL PATIENTS THAT CANNOT BE ASCERTAINED OR TAKEN INTO ACCOUNT AS A PART OF NECESSARILY GENERIC OR SUMMARY PRODUCTS. NO REFERENCED OR SUGGESTED TEST, PROCEDURE OR RESPONSIVE ACTION SHOULD BE DIRECTED OR UNDERTAKEN UNLESS, IN THE SUBSCRIBER'S (AND ITS HEALTHCARE PROFESSIONALS') PROFESSIONAL JUDGMENT, ITS USE IS MEDICALLY APPROPRIATE FOR THE INDIVIDUAL PATIENT IN THE PARTICULAR CIRCUMSTANCES. SUBSCRIBER AND ITS HEALTHCARE PROFESSIONALS ARE SOLELY RESPONSIBLE FOR THE USE OF ANY CONTENT CONTAINED IN THE PRODUCTS, AND SUBSCRIBER'S HEALTHCARE PROFESSIONALS ARE RESPONSIBLE FOR INDEPENDENTLY REACHING ANY MEDICAL JUDGMENT AND FOR ANY RESULTING DIAGNOSIS AND TREATMENTS, NOTWITHSTANDING ANY USE OF THE PRODUCTS OR THE CONTENT CONTAINED THEREIN BY SUCH HEALTHCARE PROFESSIONAL.

2. GIVEN CONTINUOUS, RAPID ADVANCES IN MEDICAL SCIENCE AND HEALTH INFORMATION, INDEPENDENT PROFESSIONAL VERIFICATION OF MEDICAL DIAGNOSES, INDICATIONS, APPROPRIATE PHARMACEUTICAL SELECTIONS AND DOSAGES, AND TREATMENT OPTIONS SHOULD BE MADE AND SUBSCRIBER (AND ITS HEALTHCARE PROFESSIONALS) SHOULD CONSULT A VARIETY OF SOURCES. WHEN PRESCRIBING MEDICATION, SUBSCRIBER AND ITS HEALTHCARE PROFESSIONALS ARE ADVISED TO CONSULT THE PRODUCT INFORMATION SHEET (THE MANUFACTURER'S "PACKAGE INSERT") ACCOMPANYING EACH DRUG TO VERIFY, AMONG OTHER THINGS, CONDITIONS OF USE, WARNINGS AND SIDE EFFECTS AND IDENTIFY ANY CHANGES IN DOSAGE SCHEDULE OR CONTRADICTIONS, PARTICULARLY IF THE MEDICATION TO BE ADMINISTERED IS NEW, INFREQUENTLY USED OR HAS A NARROW THERAPEUTIC RANGE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NO RESPONSIBILITY IS ASSUMED BY OVID FOR ANY INJURY AND/OR DAMAGE TO PERSONS OR PROPERTY, AS A MATTER OF PRODUCTS LIABILITY, NEGLIGENCE LAW OR OTHERWISE, OR FROM ANY REFERENCE TO OR USE BY SUBSCRIBER (OR ANY OF ITS HEALTHCARE PROVIDERS) OF ANY OF THE PRODUCTS.

Configuration, pricing and additional terms agreed to by Subscriber:

Title

Date

Schedule C: Journals@Ovid/Books@Ovid Itemized Listing

Institution: Electronic Health Library of BC (e-HLbc)

Site Code	Users	Term	Start Date	End Date	Print?	Title	Book/Journal	Total
	75	12	01-Apr-2015	31-Mar-2016		LWW Total Access Collection 2015-Q1 with Neurology	Year 1	
	75	12	01-Apr-2016	31-Mar-2017		LWW Total Access Collection 2015-Q1 with Neurology	Year 2	
	75	12	01-Apr-2017	31-Mar-2018		LWW Total Access Collection 2015-Q1 with Neurology	Year 3	
							Grand Total:	

LICENSE AGREEMENT BETWEEN OVID TECHNOLOGIES, INC.
AND THE BC ACADEMIC HEALTH COUNCIL AS AGENT FOR THE
ELECTRONIC HEALTH LIBRARY OF BC (E-HLBC)

THIS LICENSE AGREEMENT IS MADE AS OF the 1 day of April, 2012

BETWEEN

1 Ovid Technologies, Inc., 333 Seventh Avenue, 20th Floor, New York, New York, U.S.A.
10001 (the "**Publisher**")

and

2 BC Academic Health Council (the "**Agent**"), as agent for the Members of the
Electronic Health Library of BC (e-HLbc) of 201-1847 West Broadway, Vancouver,
BC, Canada, V6J 1Y6 (the "**Consortium**")

WHEREAS the Publisher holds or administers the rights granted under this Agreement,

AND WHEREAS the Publisher desires to grant to Members of the Consortium the
license to use such rights for the fees set forth in Schedule B (the "**Fee**"), subject to the
terms and conditions of this Agreement,

AND WHEREAS the British Columbia Academic Health Council acts as the
Consortium's Agent in negotiating and administering this Agreement on behalf of the
Consortium,

IT IS AGREED AS FOLLOWS:

1. **DEFINITIONS**

In this Agreement, the following terms shall have the following meanings:

- | | |
|-------------------------|--|
| Agent | The British Columbia Academic Health Council acts on the Consortium's behalf. |
| Authorized Users | The following persons are "Authorized Users": <ul style="list-style-type: none">(a) each Member set forth on Schedule D-1;(b) each employee and contractor including but not limited to faculty, health care providers, policy makers, researchers, of any Member listed on Schedule D-1 (whether on a permanent, temporary, contract or visiting basis, provided that any temporary, contract, or visiting individuals are accessing the Licensed Materials solely for the benefit of the applicable Member);(c) individuals who are currently studying at any Member listed on Schedule D-1 who are authorized by the applicable Member to |

access the Secure Network from within the physical premises of such Member or who are authorized by such Member to access the Licensed Materials remotely through such Member's Secure Network and who are authenticated via appropriate validation processes; and

the entities listed on Schedule D-2 and each person who would, if the entity was listed on Schedule D-1 be an authorized user as defined in clause (b) and (c) above, provided that prior to any such person becoming an Authorized User, the entity set forth on Schedule D-2 must become a Member of the Consortium. Schedules D-1 and D-2 will be amended automatically in the event that an entity on Schedule D-1 becomes a Member of the Consortium.

Commercial Use	Use of the Licensed Materials for the purposes of monetary reward (whether by or for the Consortium, or Authorized Users or Walk-in Users) by means of sale, resale, loan, transfer, hire or other form of exploitation. For the avoidance of doubt, none of (1) recovery of direct costs exclusive of the Fee by any Member from Authorized Users or Walk-in Users related to services performed by any such Member not constituting a sale of the Licensed Materials, (2) use by the Consortium, Authorized Users or Walk-in Users of the Licensed Materials in the course of research funded by a commercial organization or (3) the payment of a fee by a person in order to be registered with the Member as a Walk-in User, is deemed to constitute Commercial Use.
Course Packs	A collection or compilation of materials (e.g. book chapters, journal articles) assembled by a Member for use by its students in a class for the purposes of instruction.
Electronic Reserve	Electronic copies of materials (e.g. book chapters, journal articles) made and stored on the Secure Network by the Consortium or by a Member for use by its students in connection with specific courses of instruction offered by a Member to its students.
Jumpstarts	Links from a Member's web pages to virtually any point within an Ovid session, the purpose of which is to streamline user access to Ovid by automating routine processes like log in, retrieval of a specific document, and running a pre-specified search.
Licensed Materials	The: (i) " Databases ", " Journals ", and/or " Books " ordered by the Consortium pursuant to Schedules B and/or C attached hereto; (ii) " Software " ordered by the Consortium pursuant to Schedule B attached hereto, consisting of the search and retrieval application software and any modifications, enhancements, updates, upgrades, or new releases produced by Ovid during the term of this Agreement provided however, that certain enhancements may constitute separate and distinct products for which Ovid reserves the right to charge an additional fee; and (iii) the " Documentation ", consisting of any instructional materials produced and owned by Ovid relating to the Databases, Journals, or Books as provided in hardcopy or electronic form during the term of this Agreement.

Member

A university, other educational institution, health authority, health agency, professional association or research organization that is a member or authorized user of the Consortium and listed in Schedules D-1 and which has agreed by virtue of its membership to be bound by the terms and conditions of this Agreement.

Professional Organization Professional organizations for this agreement are defined as follows:

Secure Network

A network (whether a standalone network or a virtual network within the Internet, including, without limitation, all forms of remote access) that is only accessible to Authorized Users and Walk-in Users approved by a Member 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 Member.

Server	The server, either the Publisher's server or a third party server designated by the Publisher, on which the Licensed Materials are mounted and may be accessed by the Authorized Users.
Walk-in Users	Individuals other than Authorized Users, whom a Member has permitted to have occasional access to the Secure Network at a computer workstation physically located on the Member's Premises.

2. GRANT OF LICENSE

- 2.1 The Publisher hereby grants to the Consortium and the Members the non-exclusive, non-transferable, limited license to permit Authorized Users, subject to the terms of this Agreement, to access the Licensed Materials via a Secure Network for the purposes of non-commercial research, patient care, teaching, private study, and administrative use associated with the normal practices and activities of the Consortium and the Members, subject to the terms and conditions of this Agreement. Authorized Users will use Licensed Materials only in accordance with the terms and conditions of this Agreement. The Consortium will not be obligated to pay to Ovid any additional fees for access for additional persons or entities who become Authorized Users via an entity listed on Schedule D-2 becoming a Member of the Consortium.
- 2.2 Notwithstanding section 2.1 above, Professional Organizations and the Authorized Users of such Professional Organizations may only access the Licensed Materials from one physical location of the applicable Professional Organization designated by the Professional Organization and the Professional Organizations may not provide access to the Licensed Materials to their Authorized Users from locations besides the designated physical locations, and such Professional Organization's Authorized Users may not access the License Materials remotely. Each Professional Organization may designate one such physical location and the Professional Organization may change the designated physical location once every three months, provided that the Professional Organization gives the Publisher not less than 30 days written notice setting out the new designated physical location. Once a Professional Organization has designated a new physical location, such Professional Organization and its Authorized Users shall be prohibited from accessing the License Materials from any previously designated physical location.
- 2.3 Subject to Publisher's right to offer the Licensed Materials under this Agreement, this Agreement shall commence as of the date of this Agreement and shall terminate automatically on March 31, 2015 unless previously terminated in accordance with the terms of this Agreement.

3. USAGE RIGHTS

- 3.1 The Consortium and the Members, subject to Section 6, may:
 - 3.1.1 Make such local electronic copies of part of the Licensed Materials by means of caching as may be necessary solely to ensure efficient use of such materials by Authorized Users and Walk-in Users, provided that such use is subject to the terms and conditions of this Agreement.
 - 3.1.2 Allow Authorized Users and Walk-in Users to have access to the Licensed Materials from the Server via the Secure Network.

- 3.1.3 Provide single printed or electronic copies of single articles to individual Authorized Users upon request of such individual Authorized Users.
 - 3.1.4 Display, download or print the Licensed Materials for the purpose of testing or for training Authorized Users.
- 3.2 Authorized Users and Walk-in Users, subject to Section 6, may:
 - 3.2.1 Search, view, retrieve and display the Licensed Materials.
 - 3.2.2 Electronically save limited portions of the Licensed Materials for non-commercial research purposes.
 - 3.2.3 Print single copies of limited portions of the Licensed Materials.
 - 3.2.4 Incorporate the Licensed Materials into Course Packs and Electronic Reserves only through the use of Jumpstarts.
- 3.3 Nothing in this Agreement shall in any way limit the ability of the Consortium, Authorized Users and Walk-in Users to engage in or conduct any activity that would not constitute an infringement under Canadian copyright laws, in respect of a copyrighted work.

4. SUPPLY OF COPIES TO OTHER LIBRARIES

- 4.1 Members, subject to Section 6, may supply to a library of a non-Member (whether by post, fax or secure transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing), for the purposes of research or private study and not for Commercial Use, a single paper copy of an electronic original of an individual document being part of the Licensed Materials.

5. COURSE PACKS AND ELECTRONIC RESERVE

- 5.1 Neither course packs nor electronic reserves are permitted unless a Member receives permission from the publishers directly, or if such use is permitted by Section 3.2.4. Members and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by Licensee and/or its parent institution unless such use is prohibited by the publisher in the copyright statement within the individual record.

6. PROHIBITED USES

- 6.1 Neither the Consortium nor Authorized Users nor Walk-in Users may:
 - 6.1.1 Remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials.
 - 6.1.2 Use any software such as webcrawlers, or any other means to systemically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose.
 - 6.1.3 Except as provided for in this Agreement, mount or distribute any part of the Licensed Material on any electronic network, including without

limitation the Internet and the World Wide Web without the prior written consent of the Publisher or except pursuant to any separate agreement as the Publisher and a Member may enter into.

6.1.4 Copy, duplicate, redistribute, retransmit, publish, transfer, commercially exploit, or otherwise exploit the Licensed Materials, in whole or in part, where such acts are contrary to the provisions of Section 3 or Sections 6.1.1, 6.1.2, or 6.1.3.: (i) prepare derivative works or incorporate the Licensed Materials, in whole or in part, in any other work or system; (ii) reverse engineer, decompile or modify the Licensed Materials, in whole or in part; (iii) other than expressly provided in Section 3.2.4, incorporate any part of the Licensed Materials in printed or electronic course or study packs for the use of Authorized Users in the course of instruction; or (iv) upload, download, copy or redistribute any of the Licensed Materials in its entirety or lengthy sequence, except as provided for in this Agreement.

6.2 The Publisher's explicit written permission must be obtained in order to:

6.2.1 use all or any part of the Licensed Materials for any Commercial Use;

6.2.2 systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorized Users other than permitted under clause 4.1;

6.2.3 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 Agreement; or

6.2.4 alter, abridge, adapt or modify the Licensed Materials, except to the extent necessary to make the License Materials perceptible to Authorized Users and Walk-in Users on a computer screen or as otherwise permitted in this Agreement. For the avoidance of doubt, no alteration of the words or their order or of the copyright or other notices or disclaimers is permitted.

7. PUBLISHER'S REPRESENTATIONS AND WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY

7.1 The Publisher represents and warrants to the Consortium and the Members that the Licensed Materials owned by the Publisher or its affiliates and used in accordance with this Agreement do not infringe the copyright or any other proprietary or intellectual property rights of any person.

7.2 The Publisher represents and warrants to the Consortium and the Members that it has the right and power to grant the license to access and use the Licensed Materials as provided for in this Agreement.

7.3 The Publisher shall indemnify and hold the Consortium and the Members 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 Consortium or any of its Members claiming infringement by the Publisher in consequence of the authorized use of the Software or Documentation supplied by the Publisher under this Agreement. This indemnity shall survive the termination of this Agreement for any reason. If the Licensed Materials or any content therein becomes or, in Publisher's opinion, may

become, the subject of any claim of infringement, then Publisher may, in its sole discretion and at its expense, (a) procure the right for the Consortium and the Members to continue using the Licensed Materials or the applicable content; (b) modify the Licensed Materials to render the Licensed Materials non-infringing; or (c) replace the Licensed Materials or any content with reasonably equivalent non-infringing products. THIS SECTION 7.3 SETS FORTH THE PUBLISHER'S ENTIRE LIABILITY, AND THE CONSORTIUM'S AND MEMBERS' SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT CLAIMS RELATING TO THE LICENSED MATERIALS OR ANY CONTENT THEREIN.

7.4 THE LICENSED MATERIALS AND ANY SERVICES HEREUNDER OR ANY CONTENT PROVIDED UNDER THIS AGREEMENT ARE FURNISHED BY THE PUBLISHER AND ACCEPTED BY THE CONSORTIUM AND EACH MEMBER "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. THE PUBLISHER, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED MATERIALS, ANY SERVICES HEREUNDER OR ANY CONTENT, AND THE PUBLISHER, ITS AFFILIATES AND LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED MATERIALS, THE CONTENT OR RESULTS DERIVED THEREFROM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, SYSTEM AVAILABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE), EXCEPT AS PROVIDED FOR IN THIS AGREEMENT. NO PUBLISHER EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE REPRESENTATIONS AND WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT. IN ADDITION, THE CONSORTIUM AND EACH MEMBER ACKNOWLEDGES THAT THE LICENSED MATERIALS MAY BE SUBJECT TO LIMITATIONS, DELAYS, LATENCY ISSUES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THAT THE PUBLISHER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

7.5 WITHOUT IN ANY WAY LIMITING THE EFFECT OF SECTION 7.4 ABOVE, THE CONSORTIUM AND EACH MEMBER ACKNOWLEDGES AND AGREES THAT THE PUBLISHER PROVIDES NO MEDICAL ADVICE IN CONNECTION WITH THIS AGREEMENT AND THAT THE CONSORTIUM AND THE MEMBERS ARE SOLELY RESPONSIBLE FOR THE USE OF ANY INFORMATION CONTAINED IN THE LICENSED MATERIALS OR ANY EXTERNAL CONTENT AND THAT A LICENSED MEDICAL PROFESSIONAL IS RESPONSIBLE FOR INDEPENDENTLY REACHING ANY MEDICAL JUDGMENT, AND FOR ANY RESULTING DIAGNOSIS AND TREATMENTS, NOTWITHSTANDING ANY USE OF THE LICENSED MATERIALS, THE EXTERNAL CONTENT OR THE INFORMATION CONTAINED THEREIN BY SUCH MEDICAL PROFESSIONAL. NEITHER THE PUBLISHER NOR ITS EMPLOYEES AND AGENTS WILL BE LIABLE FOR ASSISTANCE PROVIDED TO AUTHORIZED USERS IN PERFORMING RESEARCH USING THE LICENSED MATERIALS AND ANY SUCH ASSISTANCE RECEIVED FROM THE PUBLISHER'S EMPLOYEES OR AGENTS WILL BE SOLELY AT AUTHORIZED USERS' RISK. AUTHORIZED USERS, INCLUDING PHYSICIANS, HEALTH CARE WORKERS AND OTHER PROFESSIONAL

PERSONS USING THE LICENSED MATERIALS MAY NOT RELY ON THE INFORMATION CONTAINED IN THE LICENSED MATERIALS. ALTERNATIVELY, THEY MUST RELY ON THEIR CLINICAL DISCRETION, JUDGMENT AND EXPERTISE IN DIAGNOSIS AND TREATMENT.

- 7.6 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL THE PUBLISHER, ITS AFFILIATES, OR LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO THE CONSORTIUM, ITS MEMBERS, ITS AUTHORIZED USERS OR ANY THIRD PARTY WHOSE CLAIM IS RELATED TO THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, (A) FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY CLAIMS, DAMAGES OR COSTS OF ANY NATURE IN EXCESS OF THE FEE PAID BY THE CONSORTIUM TO THE PUBLISHER DURING THE TWELVE MONTHS PRECEDING THE EARLIEST EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY AND THE DISCLAIMERS SET FORTH IN THIS SECTION 7 ARE INDEPENDENT OF ANY REMEDIES SET FORTH HEREIN AND WILL SURVIVE AND APPLY EVEN IF SUCH REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

8. PUBLISHER'S UNDERTAKINGS

8.1 The Publisher shall:

- 8.1.1 Make the Licensed Materials available to the Consortium and the Members no later than 30 days after receipt by the Publisher of the information from the Consortium as per clause 10.1.3.
- 8.1.2 Provide the Consortium, within 30 days of receipt of information from the Consortium as per clause 10.1.3, with information sufficient to enable the Consortium and Authorized Users and Walk-in Users to access the Licensed Materials.
- 8.1.3 Use commercially reasonable efforts to ensure that the Server has adequate capacity and bandwidth to support the usage by the Consortium and Authorized Users and Walk-in Users at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement.
- 8.1.4 Use commercially reasonable efforts to make the Licensed Materials available to the Consortium and Authorized Users at all times and on a twenty-four hour (24) basis, save for routine maintenance which will not exceed in any calendar month two hours per week, and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service directly attributable to the Server.

8.2 The Publisher 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. The Publisher shall use reasonable efforts to give written notice to the Consortium of such withdrawal.

- 8.3 The Publisher shall not disclose or sell to other parties statistical usage information about the Consortium or Authorized Users or Walk-in Users without the Consortium's and the Members' permission provided that the Publisher may disclose such information to applicable information providers solely for the purpose, and to the extent, of complying with the Publisher's royalty and reporting obligations to such information providers.
- 8.4 The Publisher's information providers may modify or assign additional terms and conditions, as made available to the Consortium or the Members by the Publisher, from time to time, which affect the Authorized Users' use of the Licensed Materials, including without limitation, changes in subscription rates, use restrictions, guidelines or termination of access to the Licensed Materials. Those terms and conditions will prevail and control use of the relevant content; provided that (i) no material changes in subscription rates will be imposed upon the Consortium without the consent of the Consortium; and (ii) no such modifications or assignment of additional terms will materially diminish the value of the Licensed Materials to the Consortium or any Member. The Publisher will use commercially reasonable efforts to give the Consortium notice of any such modification or assignment of such terms and conditions to the extent the Publisher receives notice of any such modification or assignment from the applicable Information Provider. Should the Consortium in good faith determine that any such modifications or assignments have or would materially diminish the value of any of the Licensed Materials to the Consortium or any Member, the Consortium will provide to the Publisher a reasonably detailed explanation of such determination. Unless the explanation provided by the Consortium is unreasonable, the Consortium may cancel the subscription to the affected Licensed Materials and receive a pro-rata refund for all fees paid to the Publisher for such subscription during the calendar year of such cancelation.
- 8.5 Archival Rights. Solely for Journals subscribed to during the term of this Agreement, Members may be entitled to archive rights related to those journals. Such rights are subject to change without notification to any Member. The current archive policy is available at <http://www.ovid.com/site/about/terms.jsp>.
- 8.6 Certain additional terms may apply to the Licensed Materials licensed hereunder. Such additional terms are set forth as schedules hereto and apply to the Licensed Materials described therein. In the event of any conflict between the terms hereof and those specified on a schedule hereto, the terms specified in the schedule shall control for purposes of the Licensed Materials described therein.

9. LICENSE FEE

- 9.1 The Consortium shall, in consideration for the rights granted under this Agreement, pay the Fee to the Publisher within thirty (30) days from the date of initial access to the Licensed Materials and shall pay the Fee on or before the anniversary of the initial access to the Licensed Materials during the term of this Agreement. For the avoidance of doubt, all fees to be paid by the Consortium to the Publisher shall be exclusive of any applicable Canadian taxes and the Consortium shall be liable for any such taxes in addition to the Fee.

10. CONSORTIUM'S AND MEMBER'S UNDERTAKINGS

10.1 The Consortium shall:

- 10.1.1 Use commercially reasonable efforts to ensure that the Members comply with the terms and conditions of this Agreement.
- 10.1.2 In the event the Consortium receives information about a breach of any of the terms of this Agreement by a Member, promptly enter into discussions with the Member and use reasonable efforts to convince the Member to rectify the breach within thirty (30) days as required by Section 12.5. The Consortium shall also concurrently notify the Publisher at the same time as it enters into discussions with the Member.
- 10.1.3 Provide the Publisher, within 30 days of the date of this Agreement, with information sufficient to enable the Publisher to provide access to the Licensed Material in accordance with its obligation under Section 8.1.3. Should the Members make any significant change to such information, the Consortium shall notify the Publisher not less than ten (10) days before the change takes effect.
- 10.1.4 Excluding any claims arising out of or related to the violation by the Publisher or its information providers of any third party copyrights, patents, trademarks or trade secrets, the Consortium agrees to indemnify the Publisher from and defend, at the Consortium's own expense (including reasonable attorney's fees) against any and all claims of third parties (including without limitation, copyright infringement) arising out of or related to Authorized Users' or Walk-in Users' use of the Licensed Materials or any materials provided hereunder outside of the usage rights granted by Ovid pursuant to this Agreement, regardless of whether such claims were foreseeable by the Publisher; provided that the Publisher promptly notifies the Consortium of the claim and provides all information and cooperation necessary to negotiate and defend the claim. At its discretion, the Publisher may participate in the defense, settlement or negotiation of any claims.
- 10.1.5 The Publisher shall have no right to be indemnified under Section 10.1.4 above, unless the basis for the third party claim arises from a Member's, an Authorized User's or a Walk-in User's use of the Licensed Materials outside of the usage rights granted to such Member, Authorized User or Walk-in User's pursuant to this Agreement

10.2 The Members shall:

- 10.2.1 Use commercially reasonable efforts to ensure that Authorized Users and Walk-in Users are appropriately notified of the importance of respecting the intellectual property rights in the Licensed Materials and of the sanctions that each Member imposes for failing to respect such rights.
- 10.2.2 Use commercially reasonable efforts to notify Authorized Users and Walk-in Users of the terms and conditions of this Agreement applicable to them and to take steps to protect the Licensed Materials from unauthorized use or other breaches of this Agreement.
- 10.2.3 Use commercially reasonable efforts to monitor compliance with the

terms and conditions of this Agreement by Authorized Users and Walk-In Users, and immediately upon becoming aware of any unauthorized use or other breach, inform the Publisher and take all necessary and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence.

10.2.4 Keep full and up-to-date records of all Authorized Users and Walk-in Users and their access details and provide the Consortium with details of such additions, deletions or other alterations to such records as are necessary to advise and enable the Publisher to provide Authorized Users and Walk-in Users with access to the Licensed Materials in accordance with this Agreement.

10.2.5 Use commercially reasonable efforts to ensure that only Authorized Users and Walk-in Users are permitted access to the Licensed Materials.

11. UNDERTAKINGS BY BOTH PARTIES

11.1 Each party shall use commercially reasonable efforts to safeguard the intellectual property, confidential information and proprietary rights of the other party, using, at a minimum, the same degree of care it uses to protect its own intellectual property, confidential information, and proprietary rights.

12. TERM AND TERMINATION

12.1 In addition to automatic termination under clause 2.2, this Agreement shall be terminated upon the occurrence of any of the following events:

12.1.1 If the Consortium willfully defaults in making payment of the Fee as provided in this Agreement and fails to remedy such default within thirty (30) days of notification in writing by the Publisher.

12.1.2 If the Publisher commits a material or persistent breach of any term of this Agreement and fails to remedy the breach within thirty (30) days of notification in writing by the Consortium.

12.1.3 If the Consortium commits a material or persistent breach of any term of this Agreement, and fails to remedy the breach within thirty (30) days of notification in writing by the Publisher.

12.2 On termination all rights and obligations of the parties automatically terminate, except as provided for in this Agreement.

12.3 On termination of this Agreement for cause, as specified in Section 12.1.1 or 12.1.3, the Consortium shall immediately cease to make available the Licensed Materials to Authorized Users and Walk-in Users. Upon any such termination, the Consortium will, unless otherwise agreed to in writing by the Publisher, forthwith return to the Publisher all Licensed Materials in the possession of the Consortium and any and all documentation pertaining thereto, and all copies thereof, and will erase all electronic storage of copies of the Licensed Materials and search outputs or other electronic storage within the control of the Consortium. The provisions of this Agreement that protect the proprietary rights of the Publisher and the Publisher's information providers will continue in force after termination. Any termination, whether or not for breach, will not affect any right, obligation or liability of a party arising prior to termination of the Agreement.

- 12.4 On termination of this Agreement for cause, as specified in Section 12.1.2, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the term of this Agreement.
- 12.5 If a Member commits a willful, material or persistent breach of the terms of this Agreement and the Member fails to remedy the breach within thirty (30) days notice from the Publisher to the Member and the Consortium, or the Member fails to commence and diligently pursue steps to remedy the breach within thirty (30) days notice from the Publisher to the Member and the Consortium, the Publisher may terminate the license and rights granted to the Member pursuant to this Agreement by giving notice of termination to the Member and the Consortium. Upon the giving of notice of termination, the Publisher may discontinue providing the Member access to the Licensed Materials for the remainder of the term of this Agreement.
- 12.6 The Publisher reserves the right to temporarily suspend any Member's access to Licensed Materials for infringement of the Publisher's intellectual property rights in the Licensed Materials or for a breach of the terms of this Agreement that threatens either the performance or security of the Server. Forthwith after suspending such access the Publisher shall issue a notice to the Member and the Consortium of the breach specifying the activity of the Member that caused the breach. The Publisher shall forthwith restore access to the Member upon receipt of notice that such activity has ceased and confirmation by the Publisher that such activity has ceased and that the Member has made reasonable efforts to protect against recurrence of such activity.

13. GENERAL

- 13.1 The following documents shall comprise the entire agreement between both parties concerning the subject matter of this Agreement, and, in the event of any dispute concerning construction thereof, shall have the following order of precedence:
- a) This Agreement and all schedules and other documents attached and incorporated by reference.
- 13.2 Other than as provided in Section 8.4, alterations to this Agreement and to the Schedules to this Agreement are only valid if they are recorded in writing and signed by both parties.
- 13.3 The Consortium shall not assign this Agreement nor delegate any of its duties, in whole or in part, without the prior express written consent of the Publisher. In no event shall the Publisher's consent be construed as discharging or releasing the Consortium in any way from the performance of its obligations under this Agreement. The Publisher may assign this Agreement to any affiliate or successor of the Publisher and may delegate its duties, in whole or in part, in each case without any consent of Consortium. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement. If any assignee refuses to be bound by all of the terms and obligations of this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignment shall be null and void and of no force or effect.
- 13.4 If rights in all or any part of the Licensed Materials are assigned to another

publisher, the Publisher shall use its commercially reasonable efforts to ensure that the terms and conditions of this Agreement are maintained.

- 13.5 Any notices to be served on either of the parties or on a Member by the other party shall be sent by registered mail, courier or facsimile to the address of the addressee as set out in this Agreement or to such other address as notified by either party to the other as its address for service of notices. Any such notice sent by registered mail shall be deemed to have been given 7 days after the date of posting the mail. Any such notice sent by courier or by facsimile shall be deemed to have been given on the date of receipt of the courier or facsimile.
- 13.6 Except for payment obligations, neither party's nor a Member's delay or failure to perform any provision of this Agreement, as a result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, "denial of service" or similar attacks, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.
- 13.7 The invalidity or un-enforceability of any provision of this Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.
- 13.8 Either party's waiver, or failure to require performance by the other, of any provision of this Agreement 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.
- 13.9 If the parties disagree over an interpretation of this Agreement or whether a party or a Member is in breach of any part of this Agreement, the parties and any such Member shall in good faith enter into negotiations to resolve the disagreement and discuss the feasibility of resolving the disagreement by mediation or other means short of litigation. The parties shall cooperate in good faith in pursuing mediation or such other means.
- 13.10 This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia, and the laws of Canada applicable therein.
- 13.11 The Publisher agrees that any action or proceeding instituted by it relating to this Agreement or its dealings with the Consortium or a Member pursuant to this Agreement shall be brought in a court of competent jurisdiction in the Province of British Columbia, Canada, and for that purpose the Publisher now irrevocably and unconditionally attorns and submits to the jurisdiction of such court. The Publisher further agrees that either the Consortium or any Member may, at their sole discretion, bring any action or proceeding relating to this Agreement in a court of competent jurisdiction in the Province of British Columbia, Canada or in any jurisdiction in which the Publisher is incorporated, registered or resident. In any such event, the Publisher agrees that it will irrevocably waive any right to, and will not, oppose any such action or proceeding on any jurisdictional basis, including *forum non conveniens*.
- 13.12 The Consortium and each Member acknowledges that the Licensed Materials are the proprietary property of the Publisher, its affiliates and its licensors, and that the processes and methodology used in producing the Licensed Materials are valuable trade secrets. The Consortium and each Member shall protect the confidentiality thereof with at least the same level of efforts that it employs to protect the confidentiality of its own proprietary and confidential information of

like importance and in any event, by reasonable means. Neither the Consortium or any Member shall not disclose the terms of this Agreement, except as required by law, provided that the Consortium may disclose the terms of this Agreement to the Member of the Consortium.

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

FOR THE PUBLISHER: OVID TECHNOLOGIES, INC.