

OVID / SILVERPLATTER TRIAL LICENSE AGREEMENT

IMPORTANT--As a registered user, you may elect to request trial access to one or more of SilverPlatter's proprietary Databases. By clicking the "I Agree" button, you agree to be bound by the following license for this and future trials and for any SilverPlatter subscriptions you may choose to enter into, and you represent that you are authorized to agree on behalf of the Customer. If you do not agree to the terms of this license, click the "I Do Not Agree" button. A Customer's manually signed license agreement, if applicable, will supersede any conflicting terms in the license below.

1. THE PARTIES

a) The parties to this license are SilverPlatter, the Customer, and the Authorized User. "SilverPlatter" means an affiliate of SilverPlatter International N.V. that invoices the Customer or the supplier of the Databases. The "Customer" is the person or organization that orders and will pay the fee for access to one or more Databases. The "Authorized User" is an employee, student, registered patron, or other person affiliated with, or permitted to use the facilities of, the Customer, who: (i) is covered by the applicable user fee paid by the Customer, (ii) is authorized by the Customer to access the Databases, and (iii) is generally eligible to use other electronic databases of the Customer.

Paragraphs 1 through 6 of this license apply both to the Customer and any Authorized User, except where a particular term expressly refers only to one or the other.

Paragraphs 7 through 13 of this license apply to the Customer only.

b) This license applies to Software and Databases. "Software" is SilverPlatter's proprietary search and retrieval software. "Databases" are those searchable electronic databases published by SilverPlatter for which the Customer has paid the appropriate fee or during an authorized trial period.

c) In granting this license to the Customer, SilverPlatter is also acting on behalf of Information Partners. "Information Partners" are entities that have licensed to SilverPlatter the information in a Database. Each Information Partner retains its right to enforce its trademarks, copyrights, patents, trade secrets and other rights directly against the Customer or Authorized User.

2.0 USER LICENSE

a) SilverPlatter grants to the Customer a non-exclusive, non-transferable license to access the Databases by means of the Software.

b) The Databases, the Software and the associated materials (other than portions in the public domain) are the property of SilverPlatter or an Information Partner and are protected by copyright laws and by international treaties.

c) No title is transferred by this license or by the payment of any fee.

d) The Customer may offer access to the Databases only to Authorized Users whose identity can be reasonably confirmed using Customer's existing authentication methods.

e) Any rights not expressly granted in this license are reserved to SilverPlatter and the Information Partners.

2.1 WHAT YOU MAY DO

You MAY:

a) make searches of the Databases.

- b) make a very limited number of hard copies of any search output that does not contain a significant segment of a database, which copies may be used only internally but may not be sold.
- c) make one copy of any search output in electronic form * i.e., diskette, hard disk, or tape * to be used for editing or temporary storage only.
- d) if you are the Customer, make one copy of the Software, for archival purposes only.

2.2 WHAT YOU MAY NOT DO

You may NOT:

- a) decompile or reverse engineer the Software.
- b) sell, distribute or commercially exploit the Databases, the Software, or associated material.
- c) make the Databases or the Software available on a network or to simultaneous users or through remote access technology, except in accordance with Paragraph 2.4.
- d) transfer, assign or sublicense this license.
- e) transfer the Databases or the Software to hard disk unless authorized by SilverPlatter.
- f) use any Database in any way unless you have agreed to be bound by this license.

2.3 USAGE ON STANDALONE COMPUTERS

If the Customer has paid the fee for usage on a standalone computer, the Databases and the Software may be used only by one Authorized User at a time on a single standalone computer through which the Database cannot be accessed by network users. An additional network fee must be paid for a single user on a network.

2.4 WHICH SIMULTANEOUS USE IS PERMITTED

- a) Payment of the appropriate fee for unlimited use gives the Customer the right to provide access to the Databases to all Authorized Users wherever located, or
 - b) Payment of the appropriate fee for access by a specific number of simultaneous users gives the Customer the right to provide access to that number of simultaneous Authorized Users only, wherever located;
- provided in all cases that the Customer may provide such access to Authorized Users located outside of the Customer's premises only if remote access to the particular Database has been authorized by the relevant Information Partner, and the Customer has paid the applicable remote access fees, if any.

3. LIMITATION OF WARRANTIES AND LIABILITY

- a) SilverPlatter warrants to the Customer that any disc containing a Database or Software provided hereunder is free from defects in materials and workmanship under normal use. SilverPlatter will replace defective discs free of charge upon their return to SilverPlatter.
- b) If the Customer has paid to access the Database via the Internet, SilverPlatter warrants to the Customer that the total unplanned downtime directly attributable to the software developed by SilverPlatter for providing access via the Internet (the "Internet-Access Software") will amount to less than the equivalent of twenty-four hours per calendar month. In the event that the total unplanned downtime during the subscription period directly attributable to the Internet-Access Software exceeds the equivalent of twenty-four hours per calendar month, the Customer may cancel the subscription and receive a pro-rata refund. This warranty does not apply to unplanned down-time that results from improper or unskilled use of the Internet-Access Software.
- c) SilverPlatter and the Information Partner warrant and represent that they have the right to enter into this Agreement and to deliver "as is" the Databases and the Software.

d) THE WARRANTIES EXPRESSED IN PARAGRAPHS 3. A), B) AND C) ABOVE REPRESENT THE ENTIRE LIABILITY OF SILVERPLATTER AND THE INFORMATION PARTNER WITH RESPECT TO THIS LICENSE, AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH SILVERPLATTER AND THE INFORMATION PARTNER DISCLAIM.

e) IF THE DATABASE INCLUDES ABSTRACTS, AUTHORIZED USERS SHOULD CONSULT THE FULL TEXT MATERIALS BEFORE REACHING OR SUGGESTING CONCLUSIONS.

f) THE PRESENCE IN OR ABSENCE FROM THE DATABASE OF ANY REFERENCE TO INFORMATION, DATA, EVENTS, RESEARCH OR DEVELOPMENTS DOES NOT IMPLY THE SPECIFIC EXISTENCE OR THE NON-EXISTENCE THEREOF, NOR DO THE INFORMATION PARTNER OR SILVERPLATTER CLAIM COMPREHENSIVENESS OR THE ABSENCE OF ERRORS.

g) IN VIEW OF THE ABOVE, ALL LIABILITY IS DISCLAIMED FOR THE ACCURACY, COMPLETENESS OR FUNCTIONING OF THE DATABASES.

h) SILVERPLATTER AND THE INFORMATION PARTNER ASSUME NO RESPONSIBILITY FOR THE USE OF THE DATABASES BY THE CUSTOMER OR ANY AUTHORIZED USER, AND SILVERPLATTER AND THE INFORMATION PARTNER SHALL NOT BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE, OR INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES AS A RESULT OF SUCH USE, EVEN IF EXPRESSLY MADE AWARE OF THE POSSIBILITY THEREOF.

i) IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST SILVERPLATTER OR THE INFORMATION PARTNER ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE CUSTOMER SHALL HAVE LEARNED OF THE ALLEGED DEFECT, INJURY, OR LOSS.

j) NEITHER THE INFORMATION PARTNER NOR SILVERPLATTER SHALL IN ANY EVENT BE LIABLE FOR MORE THAN THE ANNUAL LICENSE FEE PAID (WHETHER SUCH LIABILITY ARISES FROM BREACH OF WARRANTY, BREACH OF THIS CONTRACT OR OTHERWISE, AND WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY).

k) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO EACH CUSTOMER OR AUTHORIZED USER.

l) THE PROVISIONS OF THIS PARAGRAPH 3 WILL SURVIVE ANY TERMINATION OF THIS LICENSE.

4. APPLICABLE LAW

This Agreement will be governed by and construed in accordance with the laws of Massachusetts without giving effect to the principles of conflict of laws thereof, and to the extent permitted by applicable law, all parties consent to the jurisdiction of courts situated in Massachusetts in any action arising under this Agreement.

5. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. Without limiting the generality of the foregoing, it is expressly agreed that the terms of any prior Customer purchase order will be subject to the terms of this license and that any acceptance of a purchase order by SilverPlatter will be for

acknowledgment purposes only and none of the terms set forth in the purchase order will be binding upon SilverPlatter. Any representation, promise, warranty, covenant or undertaking not expressly set forth in this license shall not be deemed a part of the Agreement or otherwise legally effective.

6. SEVERABILITY

If a term or condition of this license is invalid or unenforceable, the remaining terms and conditions will remain in full force and effect.

The following terms are applicable to the Customer only:

7. SECURITY; AUDIT The Customer will take reasonable action to restrict and control all use of the Software and the Databases, to enforce the restrictions contained in Paragraph 2, and to permit access only to Authorized Users. The Customer will make reasonable efforts to ensure compliance by Authorized Users with this license. The Customer grants SilverPlatter the right to audit, during regular business hours, use of the Software and the Databases to ensure compliance with this Agreement, including without limitation, the number of simultaneous users accessing those Databases for which access is limited to a specific number of simultaneous users.

8. TERM This license applies to any use of a Database during authorized trial periods, during the period for which a fee has been paid, and at any time when updates and new Databases are being received. When the Customer accepts an updated version of this Agreement, the updated version will replace this version. SilverPlatter reserves the right to cease offering the Customer the opportunity to renew a subscription. If SilverPlatter receives a written request from the Customer to cancel a subscription within 30 days of the start date for the subscription, SilverPlatter agrees, upon the Customer's prompt return of any discs containing the Database (in the case of delivery via CD-ROM or magnetic tape), to refund any fee paid.

9. UPDATES; UPDATED OR EXPIRED DISCS The Customer will receive, or be given access to, the number of updates to the Database for which the appropriate fee has been paid. In the case of delivery via CD-ROM, upon receipt of an updated CD-ROM disc, or upon termination of this Agreement, the Customer is required to discontinue use of the outdated disc or, in the case of termination, the final disc, and promptly to destroy such disc and erase all electronic storage. In the case of access via Internet, upon termination the Customer shall promptly erase all electronic storage. If the Customer fails to comply with any of its responsibilities under this license, the Customer may be denied future updates, without precluding SilverPlatter from seeking any other remedies.

10. INDEMNIFICATION Excluding claims arising out of or relating to the violation by SilverPlatter or the Information Partner of any third party copyright, trade secrets, or trademark, the Customer, to the extent permitted by applicable law, agrees to indemnify SilverPlatter and the Information Partner and hold them harmless from and against any and all claims of the Customer, Authorized Users or other third parties arising out of or related to the use of the licensed materials, regardless of whether such claims were foreseeable by SilverPlatter or the Information Partner. The provisions of this Paragraph 10 will survive any termination.

11. TERMINATION If the Customer or an Authorized User breaches any term of this Agreement, SilverPlatter may, in addition to its other legal rights and remedies, terminate the license granted hereunder on 7 days' notice to Customer, unless such breach is cured within such notice period. Upon any termination for breach, the Customer will, unless otherwise agreed to in writing by SilverPlatter, forthwith return to SilverPlatter the Database, the Software, and any and all documentation pertaining thereto, and all copies thereof, and will erase all electronic storage of copies of the Software and search

outputs or other electronic storage. Any termination, whether or not for breach, will not affect any obligation or liability of a party arising prior to termination.

12. FORCE MAJEURE Neither SilverPlatter nor the Information Partners will be responsible for any delay or failure in performance resulting from any cause beyond their control.

13. RESTRICTED RIGHTS APPLICABLE TO U.S. GOVERNMENT ONLY

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