

Licensing Agreement

between

Schattauer PLC

Medical Publishing House

Hoelderlinstrasse 3

70174 Stuttgart

(hereinafter referred to as: Licensor)

and

Library

(hereinafter referred to as: Licensee)

WHEREAS the Publisher holds the rights granted under this License.

AND WHEREAS the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the license to use the rights for the Fee, subject to the terms and conditions of this License.

1. Subject Matter of the Agreement

The Licensor hereby grants the Licensee and his Authorised Users the simple and non-transferrable right to search, view, access and display the online versions of the Publications, for which the Fee specified in Schedule D was paid. The right of use applies exclusively to use in the context of teaching, research, advanced and higher education and for personal use in accordance with the provisions of this agreement. By the use and/or signature of this Licensing Agreement the Licensee declares his consent to the present Licensing Agreement.

2. Key Definitions

In this License, the following terms shall have the following meanings: -

“Authorised User”

Authorised Users are all the members, current staff, permanent teaching staff and guest scientists as well as the Licensee’s students.

“Fee”

The Fee set out in Schedule D or in new Schedules to this License which may be agreed by the parties from time to time.

“Licensed Materials”

The electronic and print material as set out in Schedule C or in new Schedules to this License that may be agreed upon by the parties from time to time.

“Site”

A collective campus with its residents and data networks is defined as a Site. This also includes residences, employee accommodation, students and teaching staff. A business office complex can also be counted as part of the Site if it is listed in the list in Schedule A to this agreement.

3. Schedules

The following Schedules are an integral part of this agreement:

- A** Full postal address and all IP-addresses of the Licensee’s sites for which this Licensing Agreement is valid.
- B** List of contacts, both within the Licensee and the Licensor, including the complete postal address and e-mail addresses.
- C** List of the Licensor’s Publications to which the present agreement relates.
- D** Fee

4. Copyright

The Licensee acknowledges that the material licensed by this agreement is copyright protected and that the sole copyright to the Licensed Material remains with the Licensor and/or the registered copyright holders. All the Licensee’s copyright notices, or other means of identification or disclaimer as they appear in print or electronic form of the Licensed Material must not be removed, made unrecognisable or altered.

The Licensee and his Authorised Users are not authorised to change the content of the Publications, to adapt it to their needs and/or transform it.

5. Duplication

The Licensee’s Authorised Users may display, download and print individual articles or content from the online version of the Publications. Duplication is limited to the preparation of single copies of a proportionate number of individual articles (providing that no authorisations stipulating otherwise exists).

6. Transfer

The Licensee's Authorised Users may only transfer the articles taken from the Licensed Materials to other Authorised Users free of charge. Commercial use of the articles is not permitted; this applies in particular to marketing and advertising activities.

7. Libraries

The Licensee's publicly accessible libraries are allowed to grant access to the electronic format of the Publications for use in the context of teaching, research, further and advanced education, and for personal purposes. This applies also to the general public, who have access to their library facilities via a secure network. Duplication is limited to the preparation of single copie of a proportionate number of individual articles (providing that no authorisations stipulating otherwise exists).

8. Restrictions

Use of the electronic version of the Publication is not allowed

- a) for the purposes 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.
- b) for the purpose of systematic provision or distribution of parts or articles of the Publication in electronic format to a non-authorized user. Distribution is not permitted, irrespective of whether such a service is offered for a fee or free of charge.
- c) for the purpose of commercial or marketing activity. Single copies of the electronic version of articles can be printed and may only be used by the Licensee and his Authorised Users subject to observance of his standard business procedures and in accordance with the applicable copyright provisions. Versions of the Publications or parts of the Publications in electronic form may only be passed on to Authorised Users.

9. Unauthorised Use

The Licensee shall use reasonable efforts to ensure that all Authorised Users are appropriately notified of the importance of respecting the intellectual property rights in the Licensed Materials and that they are made aware of and undertake to abide by the terms and conditions of this License.

The Licensee shall use reasonable effort to monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Licensor and take such steps to ensure that such activity ceases and to prevent any recurrence. Over and above this, the Licensor is entitled to deny the authorised user in question access to the online version of the Licensed Material.

The Licensee must refer expressly to compliance with the present agreement and the copyright provisions for the Authorised Users and, in particular, must make them aware that the unauthorised duplication of

individual articles or other content of the electronic format of the Publication is not allowed and, furthermore, that they must not grant permission to unauthorised third parties to do so.

The Licensor reserves the right to terminate this agreement for serious reasons and to enforce compensation if damage has occurred.

10. Indemnification

The electronic format of the Publications belonging to the Licensor are compiled and distributed according to current scientific knowledge. Except as expressly provided in this license, the Publisher 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'.

The Licensor is only liable to the Licensee, unless otherwise stipulated in this agreement, to the extent that the Licensor, his vicarious agents or legal representatives are guilty of malice or gross negligence, or fail to meet a principal contractual obligation. The liability is limited to foreseeable direct damages and liability for indirect, immaterial damage is excluded.

Medicine is subject to a constant development process, therefore all data on diagnostic and therapeutic procedures can always only reflect the state of knowledge at the time of going to press. Recommendations for drug treatment, dosage or therapeutic application were considered with the greatest possible care.

Irrespective, users are called upon to read the packaging leaflet and the manufacturer's technical information, and to consult a specialist in case of doubt. Questionable inaccuracies should be reported in the general interest of the Licensor. The user himself remains responsible for every diagnostic or therapeutic application, medication and dosage.

The online access service offered by the Licensor is based on the currently valid technical, legal and economic outline conditions for the data networks used. The place of data transfer is the interface between the Licensor's server and the Internet or other data networks. The Licensor's responsibility for data transfer ends at that point.

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, governmental restrictions, power, telecommunications, or internet failure, or damage to or destruction of any network facilities) shall be deemed to be, or give rise to, a breach of this License.

11. Recording Access

Use of and access to the licensed Publications is via recognition of the IP-addresses belonging to the Licensee. Therefore the Licensee must inform the Licensor of the valid IP-addresses to his sites listed in Schedule A.

12. Term and Termination

Cancellations must be received by November 1st of each calendar year.

13. Payment Method

The Licensee shall pay the Licensor the full, non-refundable annual fee for usage as specified in D, from the date the invoice is presented.

14. Salvation Clause

The invalidity or un-enforceability of any provision of this License shall not affect the continuation or enforceability of the remainder of this License.

15. General

This License shall be governed by and construed in accordance with the Copyright Act of Germany and of the laws of Germany; the parties irrevocably agree that any dispute arising out of or in connection with this License will be subject to and within the jurisdiction of the state and federal courts for and within the City of Stuttgart or Hamburg, Germany.

The Licensee shall inform the Licensor within 30 (thirty) days of all changes to the registration data or IP-addresses. Contact shall be made in writing with the person listed in Schedule B by e-mail, fax or by post.

The Licensor reserves the right,

- to change the Fee for the following year,
- to alter the technical conditions (whereby the Licensor is concerned to keep the changes to a minimum)

and undertakes to inform the Licensee in writing thereof.

16 Confidentiality

The Licensee will treat as confidential any commercial, technical or other information – including the terms of this agreement – which the Licensee has become aware of during this contractual relationship. This shall also apply to the period following the termination of the agreement.

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

FOR [Licensee]

By: _____

Print name: : _____

City, Date

Position / Title: _____

FOR Schattauer GmbH

By: _____

Print name: Andrea Mühl

City, Date

Position / Title: Electronic Journals/ Marketing

Schedule B

List of contacts, addresses, telephone numbers, e-mail addresses

Licensor:**Licensee:**

Company / Institute: Schattauer GmbH	Company / Institute:
Contact: Andrea Mühl	Name:
Position / Title: Electronic Journals and Marketing	Position / Title:
Address: Hoelderlinstrasse 3, 70174 Stuttgart, Germany	Address:
Phone: + 49 711 22987-27	Phone:
Fax: + 49 711 22987-50	Fax:
E-mail: andrea.muehl@schattauer.de	E-mail:

Schedule C

Journal Title: _____

ISSN: _____

Journal Title: _____

ISSN: _____

Journal Title: _____

ISSN: _____

Schedule D

Fees

The price for the online access of the sites listed in Schedule A to the Publications listed in Schedule C is _____ for _____ through _____.

This License Fee assumes that the Licensee has taken out one (1) subscription to:

Journal Title: _____

ISSN: _____

Journal Title: _____

ISSN: _____

Journal Title: _____

ISSN: _____

at the subscription price for institutions at the time of signing this agreement.