

1. **LICENSE**

Licensors own certain electronic publications and subject to all the terms and restrictions hereinafter set forth, Licensor is willing to grant a License of the electronic publications (designated in Schedule 1, Section 3) and certain other third party content to Licensee (the "Database" – see definition below), under all of the terms and conditions of this Agreement.

2. **DEFINITIONS**

- a) "Users" means those individuals and/or entities defined as set forth in Schedule 1.
- b) "Database" means a collective reference to (1) the electronic publications and (2) any proprietary, third-party, licensed product(s) ["Licensed Product(s)"].
- c) "Searches" means the one-time, nonrecurring or repetitive search of information from all or any part of the Database matching authors' names, title words, citations, or other descriptive data against groups of one or more terms submitted as a query by Users.
- d) "Search Results" means those results obtained from Searches.
- e) A "Technology Fee" is an annual concurrent user/access cost.

3. **AUTHORIZED USE OF THE DATABASE**

a) Licensor hereby grants to Licensee the limited, nonexclusive right to use the Database solely in accordance with the terms and conditions of this Agreement. Licensee's right to use the Database shall be strictly construed.

b) Users shall have the right to view the Database and data contained therein for the purpose of performing Searches. Users shall have the right to print, download, and distribute (in any form, including, but not limited, to printed, electronically relayed, posted to User restricted list services or User restricted bulletin boards, or magnetically stored) Search Results, in whole or in part, provided that Users will not distribute or otherwise provide the Search Results, or the Database, in whole or in part, to anyone not a User. Licensee or Users shall not duplicate the whole Database or create subsets or derivative databases of the Database, except as provided herein.

Notwithstanding the foregoing, Users will have the right to distribute data retrieved from the Database or portions of the Database obtained by Search Results to third parties as incidental samples for illustrative or demonstration purposes only. Users have the right to utilize bibliographic and abstract data retrieved from the Database for the purpose of research publication. Users may not publish or otherwise disseminate Search Results for commercial use or sale.

Licensee recognizes the importance of the Licensor maintaining its proprietary rights over the Database and of avoiding improper use of the Database as defined by this Agreement. Licensee shall ensure that Users comply with the foregoing limitations on usage.

c) Searches are hereby specifically licensed and authorized by Licensor. No other use of the Database is permitted including:

- duplication of the Database except as specified herein;
- creation of subsets or derivative databases from the Database, except as required to fulfill the usage as defined in Paragraphs 3b);
- distribution of data retrieved from the Database in any form (printed, electronically relayed, posted to public list services or bulletin boards, or magnetically stored) to, or for the benefit of, anyone who is not a User, except for incidental samples used for illustrative or demonstration purposes;

- transfer of the Database, or any portion thereof, electronically to another computer by way of the Internet, a computer network, or other means to, or for the benefit of, anyone who is not a User, except for incidental samples used for illustrative or demonstration purposes.

d) Licensee shall put in place a system to limit access to the Database to Users as defined in Paragraph 2a), and shall inform Users of the usage restrictions under this Agreement.

e) If Licensee wishes to offer the services described herein to persons other than those identified in Paragraph 2a), an additional agreement will be required by Licensor.

#### 4. **ACCESS TO THE DATABASE**

a) Licensor shall make the Database available to Licensee through access to an ISI authorized host site.

b) Licensor may bring down its network to perform necessary maintenance and/or network upgrades. In the event Licensor plans to bring down the network or make the customer servers inaccessible to the Internet during scheduled maintenance, Licensor will provide a seventy-two (72) hour notice to Licensee in advance of the scheduled maintenance window.

c) Licensor reserves the right to monitor User/Licensee Internet access to the ISI Host Server(s). Licensor further reserves the right to temporarily suspend User/Licensee access to the ISI Host Server and/or Database where User(s) actions create denial of access or impediment of service which adversely affects Licensor's ability to provide service(s). Licensor shall make written/electronic notification to Licensee of any temporary suspension, and the cause thereof, as soon as reasonably possible.

d) Except as set forth herein, in the event Licensee chooses to cancel the Agreement, Licensor agrees to provide Licensee with the licensed Databases and the then current software by tape or CD-ROM.

#### 5. **TERM**

The Term of this Agreement shall be as set forth in Schedule 1; provided however that authorized use of the Database may be extended to new data through automatic renewal of this Agreement for successive periods of twelve (12) months unless Licensor or Licensee elects to terminate this Agreement by giving the other party notice thereof in writing by registered mail addressed to the respective business address hereinabove stated not less than thirty (30) days prior to the anniversary date of this Agreement.

#### 6. **PAYMENTS**

a) Licensee agrees to pay to Licensor the Database Fees and Technology Fees as set forth in Schedule 1 for the use of the Database identified in Paragraphs 1, 2, and 3. Any payments due under this Agreement shall be payable upon receipt of Licensor's invoice.

b) The pricing set forth in Schedule 1 shall be effective during the initial Term of this Agreement. Licensor reserves the right to modify this pricing structure each year that this Agreement is automatically renewed.

#### 7. **COPYRIGHT; PROPRIETARY RIGHTS**

The copyright and all other proprietary rights in the Database are the sole and exclusive property of Licensor and its third-party licensors. Licensee acknowledges that the Database is extremely valuable, is confidential and proprietary to Licensor and its third-party licensors and contains trade secrets of Licensor and its third-party licensors. The third-party licensor is a beneficiary to this Agreement with respect to the provisions which relate to the Licensee's Use of the Licensed Product. The provisions of this Agreement are enforceable by the third-party licensor in addition to the Licensor. Licensee shall use reasonable care to

prevent the disclosure, dissemination, copying and use of the Database or any portion thereof, in violation of the terms of this Agreement.

8. **LEGENDS**

Licensee shall instruct all Users using the Database or output therefrom to give proper attribution to Licensor for any data extracted from the Database.

9. **PROMOTION/ADVERTISING**

Internal promotion of the Database must carry the official product name, trademark and identification of copyright ownership. Nothing in this Agreement grants Licensee any right to use Licensor's trademarks or trade names except in use connected with the identification of the Database.

10. **LICENSOR WARRANTY**

Licensor warrants that it owns all rights in the Database, free and clear of any third person claims. Licensor shall indemnify, defend and hold Licensee harmless from any claim, demand or cause of action based on any claim that the Database (including third-party materials) or its use as permitted hereunder violates any third person's rights, including rights of copyright, trademark, or patent.

Except as set forth herein, the Database and related documentation are provided "as is", without warranty of any kind. Further, Licensor does not warrant, guarantee or make any representations that Licensee's use of the Database will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy Licensee's requirements. Licensor makes no warranty whatsoever as to access and use of the Database, including timeliness and interruptions or the accuracy or completeness of the Database or the related documentation or the results to be obtained from using the information contained in the Database or the related documentation. The entire risk as to the results and performance of the Database is assumed by Licensee and the consideration due under this Agreement reflects such assumption of risk by Licensee. Licensor makes no representations or warranties either express or implied, with respect to the Database including but not limited to, its quality, performance, merchantability or fitness for a particular use of any Database or any information contained in such Database.

11. **LIMITATION OF LIABILITY**

Except as set forth herein, in no event shall Licensor be liable for indirect, special, incidental or consequential damages arising out of the use of or inability to use the Database or for any loss or damage of any nature caused to any person as a result of the use of the Database. In no event shall Licensor's liability under this Agreement exceed the annual Database Fee received by Licensor from Licensee.

12. **THIRD PARTY DISCLAIMER**

Licensor hereby notifies Licensee that the Database provided under this Agreement may contain or be derived from portions of materials provided by a third party under license to Licensor. Licensor has assumed responsibility for the selection of such materials and their use in producing the Database Licensed herein. ANY SUCH THIRD PARTY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE USE OF SUCH MATERIALS IN CONNECTION WITH THE DATABASE, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

LICENSEE WAIVES ALL CLAIMS OF ANY KIND WHATSOEVER THAT IT MAY HAVE AGAINST ANY SUCH THIRD PARTY SUPPLIER OF MATERIALS PROVIDED UNDER THIS AGREEMENT.

13. **TERMINATION**

Licensor shall have the right to terminate this Agreement upon a breach of any of its terms by Licensee which is not cured within thirty (30) days after written notice thereof.

14. **CEASE ACCESS/ERASURE OF DATABASE**

Except as set forth herein, Licensee's access to the Database shall cease immediately at termination of the Agreement by breach of the terms and conditions. Within thirty (30) days after the termination of the Agreement by breach, Licensee shall erase the Database from all media, disk files and central data system memory, and shall on request deliver to Licensor a notarized statement of an Officer of Licensee, certifying that access has ceased and the Database has been erased from all storage media of Licensee.

15. **SPECIFIC PERFORMANCE**

In the event of a breach of any of the provisions of Paragraphs 3, 7, 8, 9, or 14, Licensor shall be entitled to specific performance of those provisions, in addition to any other rights and remedies to which it shall otherwise be entitled.

16. **NONDISCLOSURE OF TERMS AND CONDITIONS**

Except as may be required by law or governmental rules and regulations, Licensor and Licensee agree not to publicly or privately announce or disclose the terms and conditions of this Agreement without first securing the written consent of the other party.

17. **TAXES**

Licensee shall pay all taxes, other than taxes on income, associated with the License of the Database.

18. **MISCELLANEOUS**

a) **FORCE MAJEURE** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for payment of money) on account of strike, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, acts of God, war, government action, labor conditions, or any other cause which is beyond the reasonable control of such party.

b) **SURVIVAL** The provisions of Paragraphs 1, 2, 3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 18, of this Agreement shall survive the expiration or termination of this Agreement.

c) **SEVERABILITY** Invalidity or unenforceability of one or more of the provisions of the License Agreement does not affect any other provisions of the License Agreement.

d) **DELAYS** Failure or delay by either party in exercising any right or power hereunder shall not operate as a waiver of such right or power.

e) **ENTIRE AGREEMENT** This Agreement, including Schedule 1, contains the entire agreement of the parties as to the Database and supersedes any and all written or oral prior agreements and understandings. It is expressly agreed that any terms of a purchase order or similar instrument issued by Licensee with respect to this Agreement will not affect the terms and conditions of this Agreement. This Agreement may only be amended or modified by a writing signed by the parties.

f) **GOVERNING LAWS** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The federal or state courts of the United States located in Philadelphia, Pennsylvania, shall have jurisdiction to hear any dispute under this Agreement and service may be made upon Licensee by first-class mail to its address as set forth herein.

g) ATTORNEYS' FEES In the event of a lawsuit between the parties, the prevailing party shall be entitled to reimbursement of reasonable attorneys' fees in an amount determined by the court adjudicating the lawsuit in addition to any other sums to which it may be entitled.

h) ASSIGNMENT This Agreement may not be assigned by Licensee without the prior written consent of Licensor.

i) NOTICES Any notice hereunder shall be sent by personal delivery, telex, telecopier, or by certified mail, postage prepaid to either party at its address set forth herein or such other address as shall have been communicated in writing to the other, and shall be effective as of its personal delivery, transmission or mailing date, as the case may be.