

LICENSE AGREEMENT

THIEME INSTITUTIONAL SALES

between

Georg Thieme Verlag KG, a company
Rüdigerstraße 14, D-70469 Stuttgart, Germany

– hereinafter referred to as the “Publisher” –

and

– hereinafter referred to as the “Licensee” –

1. Subject of the Agreement

1.1 The Publisher, as the owner of the reproduction rights, hereby grants the Licensee a restricted, non transferable, non-exclusive right to use the digitalised online edition of the Publisher’s works and/or web-based software applications, including any new editions/updates developed by the Publisher, under the terms and conditions specified below (hereinafter called the “**Licensed Works**”).

The Licensed Works are listed in a separate Attachment. Any additional works will be licensed by means of a supplement or amendment to said Attachment, by mutual consent between the Parties; the terms of the present Agreement shall also apply to any additional works.

The rights of use granted to the Licensee with regard to authorized persons or sites are specified in the **Attachment**.

1.2 The Publisher will usually make the Licensed Works available on a server so that said works can be accessed via the Internet. All persons authorized to use said works may display the Licensed Works by means of read-only access, and they may also locally store or print out individual articles and other items in a reasonable number for individual use. These articles may, however, not be stored in electronic or electromagnetic form beyond this limit, and no further reproductions of these articles or the Licensed Works (not even in part) shall be permitted. In principle, the Licensee may access the Licensed Works via the Internet Protocol (hereinafter, “IP”) addresses (authentication via the IP address) to be indicated by the Licensee. However, the Licensee may also access the licensed works via passwords in individual cases.

1.3 The Licensed Works are copyright-protected. Any further use or the transfer of the rights of use is subject to the prior written consent of the Publisher.

2. Provision of the Licensed Works

The Publisher will make the Licensed Works available for access on the agreed date of provision, but no earlier than within five (5) business days following receipt of the signed Agreement. The date

of provision regarding the Licensed Works is indicated in the **Attachment**.

The Licensee will notify the Publisher of the necessary information (such as IP address, system administrator, relevant contact addresses, etc.) no later than two (2) weeks prior to the date of provision of the Licensed Works.

3. License Fee – Adjustment – Due Date

3.1 The license fee for the Licensed Works to be paid per calendar year is stipulated in the **Attachment**. In addition, the relevant factors with regard to the license fee when this Agreement is concluded are also indicated in the **Attachment**.

In the event that the license fee – as indicated in the **Attachment** – depends on the number of sites of the Licensee, the number of authorized persons, the total number of staff, or any other factor, the Licensee will notify the Publisher of any material change without delay. The term ‘material’ – in relation to the relevant Licensed Work – means any change in relation to the number of authorized persons or to the total number of staff with regard to the threshold value indicated in the **Attachment**, or any change in the number of sites, or any change with regard to other factors. In this case, the Publisher will be entitled to adjust the license fee at its own reasonable discretion. It will be obliged to do so if any changes arise in favor of the Licensee. Such adjustment will be made with effect from the calendar year following the year in which the adjustment has occurred. If the Licensee fails to notify the Publisher of any change that has occurred in its favor, the Licensee may only request an adjustment from the point in time when the change notice has been received.

3.2 In addition to the license fee according to section 3.1 – in connection with the Attachment specified therein –, any VAT or other sales tax amount that may have accrued under the relevant statutory requirements must be paid in the respective statutory amount.

3.3 The Publisher will charge the license fee for all Licensed Works on a yearly basis and in advance, i.e. on a prorata basis for the respective work – or as indicated in the **Attachment** –, in the year when the Agreement is concluded, including any VAT or sales tax accrued, and will be due for payment thirty (30) days after the invoice date without deduction.

3.4 The Licensee may only offset any claim against the Publisher if such claim is uncontested or has been adjudicated by means of a final (non-appealable) judgement of a court of law. The Licensee is not entitled to enforce any rights of retention.

3.5 The Publisher may adjust the license fee for the Licensed Works annually as indicated in the Attachment at its own reasonable discretion. The Publisher will notify the Licensee of any increase in the license fee no later than four (4) months prior to the effective date of such increase so that the Licensee may (if necessary) avail itself of its right of termination, in accordance with section 5.1.

3.6 The Licensee may interact directly with the Publisher or through a sales agency or similar agent. If a sales agency is involved the Publisher balances its services and performances with the sales agency and the sales agency with the Licensee. Sections 3.1 to 3.5 shall not apply between the Publisher and the Licensee; only the trading terms and conditions agreed in the respective contractual relationship apply.

4. Limitation of Liability

4.1 The Publisher will eliminate any defects in the online edition of the Licensed Works provided that the Licensee has notified the Publisher in the context of the customary changes/updates of the Publisher. No-fault liability will not apply.

4.2 In the event of any disturbance with regard to the server of the Publisher, the obligation to pay the license fee will be reduced to the extent of such disturbance, until such disturbance has been eliminated. This shall not apply to disturbances which are of minor importance in relation to the term of this Agreement, or in the case of routine maintenance work.

Furthermore, both Parties may terminate this Agreement without notice with regard to the Licensed Works affected by such disturbance if the disturbance has not been eliminated within one (1) month.

4.3 The Licensee is not entitled to enforce any claims for damages, regardless of the cause in law. This shall not apply in cases of wilful intent or gross negligence, injury to life, body or health, liability under the applicable product liability act, or any guarantee assumed, or any damage caused by a culpable breach of material contractual obligations, or in any other case where liability is mandatory under applicable law. Liability for breach of material contractual obligations shall, however, be limited to reimbursement of the foreseeable damage that is typical under the Agreement unless the damage has been caused by wilful intent or gross negligence, or if liability is mandatory in the case of injury to life, body or health.

No reversal of the burden of proof is required with regard to the above terms.

5. Term of the Agreement – Termination

5.1 This Agreement is concluded for an indefinite period and may be terminated by either Party with three (3) months' notice to the end of a calendar year, and, on the first occasion, with effect from the point in time indicated in the **Attachment**.

If, for the termination of individual Licensed Works, no separate license fee is specified in the **Attachment** for the terminated works, the Publisher will be obliged to adjust the license fee at its own reasonable discretion in such a case.

5.2 Each notice of termination must be made in the written form.

6. Final Provisions

6.1 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.

6.2 The Publisher is entitled to transfer the contractual relationship to a third party in the event of any disposal of the Licensed Works. The third party receiving the Licensed Works will become the exclusive contracting party of the Licensee, including all rights and obligations resulting from the contractual relationship.

6.3 The provisions of substantive law applicable within the Federal Republic of Germany shall apply exclusively, and the principles of the conflict of laws under private international law, which would justify the applicability of foreign law, shall not apply.

6.4 Any amendments or supplements to this Agreement must be made in the written form to be legally effective. No verbal ancillary agreements have been made.

6.5 If any of the provisions of this Agreement is held to be or becomes invalid, this will not affect the legal effectiveness of the other terms of this Agreement. The voided provision will be replaced by a provision which is as close as possible to the intended commercial purpose of the voided provision in a legally permissible manner. This shall also apply to any gaps in the Agreement

enter location of the licensee,

Name of the signatory
customer name

Stuttgart,

Name of the signatory Thieme
Georg Thieme Verlag KG

Name of the signatory Thieme
Georg Thieme Verlag KG