

BACKFILES AGREEMENT

AMERICAN MEDICAL ASSOCIATION PUBLICATIONS

This License Agreement is by and between the American Medical Association, an Illinois Not-For Profit Corporation located at [REDACTED] (“AMA”) and the Licensee identified on Exhibit A as the institution, corporation, or organization that orders and pays a fee for access to one or more AMA publications (“Licensee”). This License Agreement provides for electronic access to the specified AMA publications by Licensee and its Authorized Users for a fixed fee, subject to the terms and conditions set forth below.

1. DEFINITIONS

A. “Activation Date” shall mean the date on which AMA provides Licensee with initial access to the Licensed Materials as more specifically identified on Exhibit A attached hereto and made a part hereof.

B. “Authorized Sites” means those geographic locations identified on Exhibit B of this Agreement. In the event Licensee is acquired by or merges into a third party during the term of this Agreement, such acquired or merged third party may be deemed a separate additional site subject to additional fees, at AMA’s sole and exclusive discretion. For purposes of this Agreement, any institution, agency, association or organization related to or affiliated with Licensee (e.g. whether parent, sister or subsidiary to Licensee) will not be deemed “Authorized Sites” without AMA’s express written consent.

C. “Authorized Users” means: (i) Licensee; and (ii) individuals at the Authorized Sites who are authorized by Licensee to access Licensee’s Secured Network due to their status as current students, faculty members, or employees, or who are otherwise authorized to access the Secured Network (as defined herein) in the ordinary course of Licensee’s business (e.g., independent contractors, temporary personnel). For the avoidance of doubt, “walk-ins,” individuals unaffiliated as students, faculty, or employees who are permitted use of Licensee’s libraries, are considered Authorized Users while physically present at the site.

D. “Maintenance and Hosting Fee” means the amount set forth in Exhibit A or as otherwise determined from time to time by AMA.

E. “License Fee” means the amount set forth in Exhibit A.

F. “Licensed Materials” means those AMA publications and/or materials ordered by Licensee as identified on Exhibit A.

G. “Renewal Term” shall have the meaning ascribed to it in Section 4B.

H. “Secured Network” means a network (whether a stand alone network or a virtual network within the Internet) maintained or controlled by Licensee which is only accessible by Authorized Users.

I. "Service Failure" shall have the meaning ascribed to it in Section 10B of this Agreement.

J. "Term" means the one year period following the Activation Date plus subsequent Renewal Term(s), if any.

K. "Territory" means worldwide, unless otherwise restricted by AMA pursuant to Section 3C.

L. "Use" means personal, non-commercial use of the Licensed Materials by Authorized Users for purposes of research, education, and private study subject to Section 3 below. For the avoidance of doubt, Authorized Users may (i) access the Secured Network in order to search the Licensed Materials and to view, retrieve, and display portions thereof; (ii) electronically save portions of the Licensed Materials; (iii) print or reproduce copies of portions of the Licensed Materials solely for internal use by Authorized Users; (iv) electronically distribute individual articles from the Licensed Materials to other Authorized Users; (v) incorporate (without modification or amendment) individual articles and figures and tables contained within the Licensed Materials into electronic course packs and for other non-commercial educational, research or private study purposes. In addition to the foregoing, if Licensee is an academic institution, it may loan or supply to another library within the same country as Licensee, a copy of an individual article from the Licensed Materials by mail, fax or secure electronic transmission via the Internet or otherwise, for the purposes of research or private study and not for commercial use, provided that Licensee complies with Section 108 of the United States Copyright Law ("Limitations on exclusive rights, Reproduction by libraries and archives") and clause 3 of the Guidelines for the Proviso of Subsection 108(g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works. Except as provided herein, any other uses of the Licensed Materials, including but not limited to, making systematic printed or electronic copies of any or all of the Licensed Materials, distributing all or any portion of the Licensed Materials to non-Authorized Users, or use of the Licensed Materials for any commercial purpose, is prohibited unless AMA provides its prior written consent. Notwithstanding the preceding, Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for resale or commercial purposes.

2. GRANT OF LICENSE

Subject to the terms and conditions of this Agreement, AMA grants to Licensee a perpetual, limited, non-exclusive, non-transferable license to access and Use the Licensed Materials solely via the Secured Network. Any and all use of the Licensed Materials not authorized by this Agreement is expressly prohibited.

3. LIMITATIONS ON ACCESS TO AND USE OF LICENSED MATERIALS

A. Authorized Users shall only access and use the Licensed Materials via Licensee's Secured Network. Any server or network that can be accessed by unauthorized users is not a Secured Network

B. Except as permitted in the definition of "Use" set forth in Section 1 or as otherwise agreed to in writing and in advance by AMA (and the payment of an additional fee, if any), any access or use of the Licensed Materials by Authorized Users is prohibited including, but not limited to, (i) making copies of the Licensed Materials; (ii) transferring, sublicensing, displaying, performing, releasing, distributing (via electronic mail or any other means), or selling the Licensed Materials; (iii) preparing derivative works or incorporating the Licensed Materials, in whole or in part, in any other work or system; (iv) reverse engineering, decompiling or modifying the Licensed Materials, in whole or in part; (v) using or authorizing use of the Licensed Materials in any database or other compilation (except as may be otherwise provided for the incorporation of articles into electronic course packs or for the purpose of internal indexing or search systems); (vi) creating a database or compilation containing the Licensed Materials, or otherwise store any Licensed Materials in any retrieval system (except as may be otherwise provided for the incorporation of articles into electronic course packs or for the purpose of internal indexing or search systems); (vii) allowing any use or access to the Licensed Materials by any third party individual, entity, organization or government agency (other than Authorized Users) for any purpose; (viii) making systematic printed or electronic copies of any or all of the Licensed Materials; (ix) distributing all or any portion of the Licensed Materials to non-Authorized Users; or (x) using or accessing the Licensed Materials for any commercial purpose.

C. In the event that AMA advises Licensee that access to the Licensed Materials in any country or region within the Territory may be prohibited by U.S. law or may, in AMA's judgment, restrict or limit AMA's ability to preserve or enforce its copyrights in or to any Licensed Materials, Licensee shall immediately take reasonable steps to restrict access to and availability of the Licensed Materials in that country or region.

D. Authorized Users shall retain, and shall not modify or otherwise obscure, any copyright, trademark and other intellectual property rights notices which may appear on or in association with copies (whether print or electronic) of any Licensed Materials.

E. Licensee acknowledges and agrees that AMA may, in its sole and exclusive discretion, modify, discontinue or otherwise remove any articles or other materials from the Licensed Materials so long as the effect of such action on Licensee's use and access to the Licensed Materials is de minimus.

F. Except as permitted in this Agreement, in the event that Authorized Users desire to reproduce or republish any Licensed Materials that are not in the public domain, Licensee may direct permission requests to the AMA's Permissions Department or to the appropriate reproductive rights organization (e.g., in the US, the Copyright Clearance Center at www.copyright.com). Further, Licensee may direct reprint requests to AMA's Reprint Department.

4. PAYMENT

A. In consideration for the rights granted to Licensee in this Agreement, Licensee shall pay AMA the one-time non-refundable License Fee identified on Exhibit A ("License Fee"). The License Fee shall be due and payable, in US Dollars, as of the Activation Date.

B. Licensee shall also pay a Maintenance and Hosting Fee ("Maintenance and Hosting Fee"; together with the Licensee Fee, "Fees") for each one (1) year period beginning on

the date set forth in Section 8 of Exhibit A and continuing each year thereafter (each one year period following such date being a "Renewal Term"). The Maintenance and Hosting Fee shall be due and payable on the first day of each Renewal Term. AMA reserves the right to increase or decrease the Maintenance and Hosting Fee upon thirty (30) days prior written notice to Licensee. Fee increases shall be limited to [REDACTED] or less per annum.

C. Notwithstanding the grant of license in Section 2 of this Agreement, AMA shall not permit access to the Licensed Materials until such time as payment of the License Fee, or, as the case may be, the Maintenance and Hosting Fee, has been received by AMA, and, in the event Licensee fails to make prompt payment of such Fees, AMA reserves the right to deny access to the Licensed Materials until such time as Licensee's account is made current. Licensee will be responsible for the payment of all taxes, or other related fees incurred in connection with this Agreement.

D. Licensee shall obtain any governmental permission required in order to make the payments hereunder, and the license granted in Section 2 of this Agreement shall be contingent upon such permission being obtained.

E. Licensee shall obtain, or assist AMA in obtaining for it, the benefit of any treaty or other agreement between the United States and any other governments concerning the avoidance of double taxation of the Fees payable herein under the terms of which AMA may otherwise be entitled to exemption from or refund of any such tax or charge.

5. FURTHER OBLIGATIONS OF LICENSEE

Licensee shall make commercially reasonable efforts to:

(i) ensure that only Authorized Users are permitted to Use the Licensed Materials in accordance with Section 2; and

(ii) inform AMA immediately upon becoming aware of any use outside the scope of the license granted herein or other breach of this Agreement, and take all reasonable and appropriate steps to ensure that such activity ceases and to prevent any recurrence.

6. PROPERTY RIGHTS

A. Copyright. AMA owns the copyright in the Licensed Materials individually and/or as a collective work and/or compilation. Licensee (i) shall not remove any copyright or proprietary legends from the Licensed Materials, and (iii) shall take all reasonable steps by instruction, agreement or otherwise to ensure compliance with the terms of this Agreement by each Authorized User.

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party

B. Restricted Rights of United States Government.

The Licensed Materials include content and materials which are commercial technical data and/or computer databases and/or commercial computer software and/or commercial computer software documentation. These materials were developed exclusively at private expense by the American Medical Association, [REDACTED]. In the event that the Licensee is a United States governmental entity, the right to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions under DFARS 252.227-7015(b)(2) (Nov. 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987), and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

7. INFRINGEMENT

- A. Licensee shall promptly notify AMA of any actual or potential infringements or misappropriations of the Licensed Materials of which it becomes aware.
- B. Licensee shall assist and cooperate with AMA in the protection and defense of any of AMA's rights in the Licensed Materials, in the recording of this Agreement or any other relevant agreements, and in the performance of any other acts with respect to the Licensed Materials, including without limitation the prevention of the use thereof by any unauthorized persons, that in the sole and exclusive judgment of AMA may be necessary or desirable under any law, regulation or decree within the Territory.
- C. If AMA so desires, it may prosecute any claims or suits in its own name or join Licensee or any Authorized User as a party plaintiff thereto, all at AMA's expense. In the event that AMA elects to take any action related to the Licensed Materials against any third party, AMA shall be entitled to retain any and all damages, costs, attorneys' fees or other amounts awarded in any such actions.
- D. Neither Licensee nor any Authorized User will have any right against AMA for damages or for any other remedy by reason of AMA's failure to prosecute an alleged act of counterfeiting, infringement, imitation, or unfair competition.
- E. Should Licensee's use of the Licensed Materials be enjoined due to actual or alleged infringement of any trademark, copyright, trade secret or other proprietary right of any third party, AMA may, at its sole option and expense, make commercially reasonable efforts to either (1) procure for Licensee the right to continue using the Licensed Materials; or (2) replace or modify such Licensed Materials so it becomes non-infringing.

8. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

A. AMA shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

B. Licensee represents and warrants that it has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

C. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims.

D. Subject to subsection F below, Licensee shall defend, indemnify and hold harmless AMA from any and all claims, loss, and damages, including without limitation attorneys' fees, arising from (i) any unauthorized use, access, or distribution of the Licensed Materials by Authorized Users and (ii) any violation of this Agreement or of any third party rights by Authorized Users, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. Licensee shall not, however, be liable for any action, claim or cost incurred solely from the exercise of the license rights granted in Section 2 of this Agreement.

E. The indemnified party shall give the indemnifying party prompt notice of such claims, and the indemnifying party shall have the right and obligation, at its sole expense, to defend such claims and shall be solely responsible for satisfying any monetary judgments awarded or any settlements entered into as a result of such claims. The indemnified party may at its sole election participate in such defense at its own expense. The parties shall keep each other fully informed regarding any such claims.

F. The foregoing indemnifications of Licensee will not apply if such indemnification by Licensee would violate (i) any statute or regulation; or (ii) any bylaw or equivalent governing instrument of Licensee. If this subsection (f) applies to Licensee, it shall notify AMA in writing, and provide supporting documentation, within ten (10) days of its receipt of the earlier to occur of (x) AMA's notice set forth in subsection 8E; or (y) a Claim.

9. TERM

This License shall be automatically extended for one-year Renewal Terms provided that Licensee pays to AMA the then-current Maintenance and Hosting Fee prior to the expiration of the then-current Renewal Term.

10. TERMINATION

A. If any Authorized User breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after Licensee receives written notice from AMA, AMA shall suspend access to the Licensed Materials until such time as the breach has been cured to AMA's satisfaction; provided, however, if such suspension continues for a period of two (2) years or more following the date of suspension, then (i) this Agreement shall automatically terminate and (ii) AMA shall permanently deny all access to the Licensed Materials. Failure to pay the Maintenance and Hosting Fee, upon expiration of the applicable cure period, shall be a breach of this Agreement.

B. In the event that Licensee is unable to access the Licensed Materials for reasons beyond the immediate control of AMA, including without limitation failures caused by third party service providers ("Service Failures"), such Service Failures shall not constitute a material breach of this Agreement. In the event that a Service Failure persists for a period of thirty (30) consecutive days, Licensee may elect to terminate this Agreement upon written notice to AMA during such Service Failure, and, as its sole and exclusive remedy therefore, Licensee shall be entitled to a refund of the pro-rata portion of the Maintenance and Hosting Fee paid by Licensee to AMA for the remainder of the applicable Term after the date of termination.

C. This Agreement shall automatically terminate in the event of a natural disaster or other event that renders AMA and any of its successors or assigns, and any of its authorized third party service providers, permanently and completely unable to provide Licensee with access to the Licensed Materials as contemplated in this Agreement. In such event, Licensee (i) shall have the right to access the Licensed Materials through CLOCKSS, (ii) will be provided digital copies of the licensed materials by AMA and have the right to store and make the Licensed Materials available on its own server for use by Authorized Users and (iii) shall not be entitled to any refund of Fees paid hereunder.

D. If Licensee is otherwise dissatisfied with the services provided by AMA, the Licensed Materials, or anything else related to this Agreement, Licensee's sole and exclusive remedy is to terminate this Agreement and discontinue access to and use of the Licensed Materials.

E. In the event of suspension or termination of this Agreement, Authorized Users shall cease use of and access to the Licensed Materials except as provided in Sections C.

11. LIMITATION OF LIABILITY

A. THE LICENSED MATERIALS ARE PROVIDED "AS IS." NEITHER AMA NOR ANY OF ITS AGENTS, SUPPLIERS OR LICENSORS PROVIDE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY THAT (i) THE INFORMATION IN THE LICENSED MATERIALS IS COMPLETE OR IS ACCURATE, OR (ii) ACCESS TO THE LICENSED MATERIALS WILL OPERATE UNINTERRUPTEDLY. AMA AND EACH SUCH AGENT, SUPPLIER AND LICENSOR EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Licensee acknowledges that the Licensed Materials have not been developed according to Licensee's specifications or are otherwise custom-made. Licensee specifically

acknowledges that temporary interruptions in access to the Licensed Materials may occur from time to time and shall not constitute a breach of this Agreement. AMA shall exercise reasonable care to prevent such occurrences.

C. AMA, ITS AGENTS, SUPPLIERS AND LICENSORS DISCLAIM ANY LIABILITY FOR ANY DAMAGES ARISING OUT OF THE USE OF ANY INFORMATION CONTAINED IN THE LICENSED MATERIALS, FROM ANY INTERRUPTION IN THE AVAILABILITY OF THE LICENSED MATERIALS, FROM ANY LOSS OF DATA AND FROM ANY EQUIPMENT FAILURE. IN NO EVENT WILL AMA OR ANY OF ITS SUPPLIERS, AGENTS OR LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

D. Except for claims relating to copyright infringement (8.A.), AMA's total liability under this Agreement shall not exceed the amount of the License Fee received by AMA from Licensee pursuant to this Agreement.

12. NOTICES:

All notices to be made pursuant to this Agreement shall be sent by certified mail with return receipt requested, courier or hand delivery, (i) if to Licensee to the address identified on Exhibit A; and (ii) if to AMA, to:

Attn: Senior Vice President for Business and Publishing
American Medical Association

[REDACTED]

With a copy to:

Office of the General Counsel
American Medical Association

[REDACTED]

13. ARBITRATION; GOVERNING LAW; DISPUTE RESOLUTION:

A. In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

Mediation. In the event that the parties can not by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for

resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) calendar days after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

Subject to subsection C, any controversy or claim arising out of or relating to the Agreement shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association (AAA) under its rules for resolution of commercial disputes; provided, however, that AMA retains the right to enforce any of its intellectual property rights in any jurisdiction as provided in Section 14. The courts of the State of Illinois and/or the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction over any action concerning the enforcement of an arbitration award, and the parties hereto agree to submit to the jurisdiction of the courts of the State of Illinois and the United States District Court for the Northern District of Illinois.

If the parties are unable to agree upon an impartial arbitrator within thirty (30) days of either party requesting arbitration, either party may apply to the AAA to make the appointment. The parties shall endeavor to select a mutually acceptable impartial arbitrator knowledgeable about the issues relating to the subject matter of this Agreement. If the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All submissions to the arbitrator, the proceedings and the award shall be confidential. The parties express their desire that the arbitration be conducted on an expedited basis with minimal discovery. The award shall be in writing and set forth the factual and legal bases for the award. The parties renounce recourse to litigation, to the extent provided by law, and intend the award to be final and binding except that judgment with respect to the award may be entered in any court having jurisdiction over the parties or their assets. All reasonable costs of both parties, as determined by the arbitrator, including but not limited to reasonable attorneys' fees, necessary to confirm the award in court or enforce the award, shall be borne entirely by the non-prevailing party (to be designated by the arbitrator in the award) and may not be allocated between the parties by the arbitrator.

B. Subject to subsection C, this Agreement shall be interpreted and construed in accordance with and shall be governed by the laws of the United States of America and the internal laws of the State of Illinois without reference to choice of law provisions and by the English language as it is used in the United States.

C. If all or any portion of the foregoing violates (i) a statute or regulation applicable to Licensee; or (ii) a bylaw or equivalent governing instrument of Licensee, that portion will not apply but such inapplicability shall not affect the validity or enforceability of the remainder, if any, of this provision.

14. GENERAL

A. This Agreement (i) constitutes the entire agreement of the parties with respect to the subject matter contained herein and supercedes all prior communications, understandings and agreements (whether written or oral) relating to such subject matter; and (ii) may not be assigned by Licensee without the prior written consent of AMA which will not be unreasonably withheld.

B. Licensee acknowledges and confirms that a breach by any Authorized User of any of the covenants, agreements, or undertakings related to the Licensed Materials will cause immediate, irreparable damage to AMA that cannot be readily ascertained or remedied by arbitration in the manner set forth in Section 13. AMA will at all times retain the right to seek injunctive relief, or any other equitable or judicial remedy. Equitable remedies available to AMA include, but are not limited to, injunctive and declaratory relief to immediately enforce AMA's intellectual property rights, in any jurisdiction throughout the world, as well as the right to terminate this Agreement in accordance with its terms. Licensee's sole recourse in the event of such termination is to seek monetary damages in an arbitration pursuant to Section 13.

C. Licensee shall accept reasonable modifications to this Agreement if notified electronically or in writing by AMA in order to comply with any court holding or law or arbitration award which would protect AMA's rights, including without limitation copyrights, in the Licensed Materials. AMA shall post modifications to this Agreement on its Website (www.ama-assn.org) which shall become effective sixty (60) days from the posting date. In the event such modifications are unacceptable to Licensee, Licensee shall have the right to terminate this Agreement upon ten (10) days (from effective date) written notice to AMA and receive a prorata refund of the Hosting and Maintenance Fee. .

D. In the event that any portion of this Agreement shall be deemed to be invalid or illegal, then such invalid or illegal portion shall, so far as possible, not affect the validity or legality of the remainder of this Agreement.

E. Silence, acquiescence or inaction shall not be deemed a waiver of any right of either party hereunder, and a waiver shall only be effective if in writing signed by the party to be charged and such waiver shall not be construed to contain a continuing waiver of any other breaches of a same or similar type of breach specifically set forth therein.

Licensee's signature below acknowledges that the information Licensee provided to complete this Agreement is accurate and that Licensee has the authority to enter into this Agreement on behalf of Licensee's organization.

By: _____
Title: Head of Acquisitions
Date: 12/5/09

AMERICAN MEDICAL ASSOCIATION
By: _____
Title: VP/GM
Date: 1/20/10

EXHIBIT A

1. Activation Date of License Agreement: June 1st, 2009
2. Licensee Name: University of California – San Diego
3. Licensee Address: [REDACTED]

4. E-Mail Address for Licensee's primary contact: [REDACTED]

5. Licensed Materials:

x *JAMA and Archives Journals*
Volume 1 thru December, 1997

6. Purpose of Use of Licensed Materials: If Use of the Licensed Materials is for any purpose **other than** research, teaching, private study please describe below:

7. License Fee: \$ [REDACTED]

8. Maintenance and Hosting Fee for the one (1) year term beginning on the Activation Date: \$ [REDACTED] Beginning with the first Renewal Term (June 1st, 2010 – May 31st, 2011), AMA shall invoice Licensee for the annual Maintenance and Hosting Fee. The Maintenance and the Hosting Fee for the first Renewal Term shall be \$ [REDACTED].

9. Payment Terms: AMA acknowledges receipt of the License Fee from Licensee. The Hosting and Maintenance Fee is due and payable as of the 1st day of the applicable Renewal Term.