License Agreement

This Agreement between Ovid Technologies, Inc., a Delaware corporation having offices at 333 Seventh Avenue, New York, NY 10001 (hereinafter referred to as "Ovid") and Universitätsbibliothek Johann Christian Senckenberg Frankfurt a. M., (hereinafter referred to as "Subscriber"; collectively with Ovid, referred to as the "Parties") provides for use by Subscriber of the Products, as defined below, through Ovid's remote database access service for a fixed fee.

1. DEFINITIONS.

1.1. "Authorized Site(s)" means a Subscriber site composed of (i) single or multiple institutions, (ii) single or multiple geographic locations or (iii) a combination of the aforementioned for which Subscriber requests designation by Ovid as sites authorized to access the Products.

1.2. "Authorized Users" mean their students, faculty and staff if Subscriber is an academic institution; and patrons of Subscriber, if Subscriber is a public library offering access to the Products. For purposes of this Agreement, any institutions, associations or organizations related or affiliated with Subscriber will not be deemed "Authorized Users" without Ovid's express consent.

1.3. "Permitted Use" means use of the Product(s) by Authorized Users only for internal or personal research or training therein. Authorized Users may (i) view the content and data contained therein on terminals, (ii) print data obtained from searches and make limited copies of such printed search results and (iii) download data obtained from searches. The Permitted Use expressly precludes (i) copying, duplication, redistribution, retransmission, publication, transfer or commercial or other exploitation of the Product(s), in whole or in part, where such acts are contrary to the Permitted Use; (ii) preparation of derivative works or incorporation of the Products, in whole or in part, in any other work or system; (iii) reverse engineering, decompiling or modification of the Products, in whole or in part; and (iv) uploading, downloading, copying or redistributing the content in their entirety or lengthy sequence.

3. PROPRIETARY RIGHTS AND USE RESTRICTIONS FOR THE PRODUCT(S).

3.1 The Software is produced and owned by Ovid; the content is licensed to Ovid under separate agreements between Ovid and certain information providers (the "Information Providers") and are proprietary to such Information Providers. No provision of this Agreement conveys any ownership interest in or to the Products, in whole or in part. Title, as well as applicable copyrights, patents, trademarks, trade secrets or other intellectual property rights in and to the materials in the Products are, and remain the property of Ovid, Information Providers or individual copyright claimants, as applicable.

3.2 No rights to use the Product(s) are conveyed to the Authorized Users except as permitted by this Agreement and, if applicable, pursuant to the user guidelines produced by the Information Providers, as made available by Ovid, from time to time, in electronic or print form.

3.3 Some materials in the Product(s) are from copyrighted publications of the respective copyright claimants. Authorized Users are referred to the publication data appearing in the bibliographic citations, as well as copyright notices appearing in the original publication. Authorized Users are advised that consultation with legal counsel regarding copyright laws prior to the use of certain material contained in the Product(s) may be appropriate.

4. SUBSCRIBER'S OBLIGATIONS. Subscriber agrees to the following:

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Anlage 2 -berechtigte Teilnehmer

Berechtigte Teilnehmer im Rahmen dieser Lizenz sind alle akademischen Einrichtungen, die überwiegend aus öffentlichen Mitteln finanziert werden.

Darunter fallen beispielsweise:
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Der Zugriff wird über die IP-Adressen der jeweiligen Einrichtungen gewährt. Für Angehörige der Institutionen wird "remote access" ebenfalls zugelassen.

Einzelnutzer(Privatpersonen) mit Wohnsitz in Deutschland können ebenfalls zugreifen, wenn sie sich eindeutig über eine verantwortliche Institution identifizieren. Dies wird im Rahmen dieses Lizenzvertrages über die Universitätsbibliothek Frankfurt/M. erfolgen.

Hochschulen in privater Trägerschaft sind ebenfalls berechtigt im Rahmen dieser Lizenz Zugriff zu erhalten, wobei die Nutzung der Inhalte zu kommerziellen Zwecken grundsätzlich ausgeschlossen ist. Zuwiderhandlungen haben den Verlust des Zugriffs auf die Daten zur Folge.

Lizenzvertrag

zwischen
Online License Agreement

This Agreement is by and between Wolters Kluwer Health Medical Research Ltd a United Kingdom company having offices at 250 Waterloo Rd., London SE1 8RD, UK (hereinafter referred to as "Ovid"), and Universitätsbibliothek Johann Christian Senckenberg, Frankfurt a.M., Germany, the organization that orders and will pay the fee for access to one or more Products (hereinafter referred to as "Subscriber").

WHEREAS Ovid Technologies Inc, a Delaware corporation (Ovid Inc), is the producer and owner of certain application software (the "Software") enabling the search and retrieval of data from certain databases, full text journals and books, which are licensed or assigned to Ovid Inc or its affiliates under separate agreements between Ovid Inc and certain information providers (the "Content"; collectively with the Software, hereinafter referred to as the "Products") and Ovid Inc has granted to Ovid and Licensed Distributor the right to market and distribute the Products.

This license agreement provides for use by Subscriber and its Authorized Users of the Products, as defined below, through Ovid Inc.’s remote database access service for a fixed fee payable to Ovid or a 'Licensed Distributor', subject to the terms and conditions set forth in this agreement (the "Agreement")

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4.3 to be responsible for the confidentiality and security of the identification password(s) issued to Subscriber by Ovid. Subscriber will not be responsible for charges against any identification password(s) that are lost or stolen; provided Ovid has received prompt notice to such effect;

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5.4 OVID AND INFORMATION PROVIDERS EXPRESSLY DISCLAIM AND EXCLUDE ALL WARRANTIES (INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO THE PRODUCTS, THE CONTENT CONTAINED THEREIN AND THEIR PROVISION UNDER THIS AGREEMENT. ALTHOUGH DUE CARE IS USED IN PREPARING THE PRODUCTS, OVID AND INFORMATION PROVIDERS MAKE NO WARRANTIES THAT ACCESS TO THE PRODUCT(S) WILL BE UNINTERRUPTED OR THAT THE PRODUCTS WILL MEET SUBSCRIBER'S REQUIREMENTS, OR THAT THE CONTENT IS ACCURATE OR COMPLETE OR THAT THE RESULTS OBTAINED BY ANY AUTHORIZED USERS WILL BE ERROR FREE. NO OVID EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT.

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6.2 Ovid agrees to indemnify Subscriber, its directors and officers, from and against any and all liability, damages, loss or expense arising from any claim, action or proceeding based upon or arising out of any actual or alleged infringement upon, violation or misappropriation by Ovid of any third party proprietary rights, including copyright, patent, trademark and trade secret, in consequence of the authorized use or possession of the Software or Documentation supplied by Ovid under this Agreement.

7. PAYMENT.
Payment will be due upon the execution of this Agreement, pursuant to Subscriber's purchase order attached hereto. The invoices is due sixty (60) days after the billing date. In the event that Subscriber fails to make prompt payment, Ovid reserves the right to deny access to the Products until such time as Subscriber's account is made current. Subscriber will be responsible for the payment of all taxes, or other related fees incurred in connection with this Agreement. If Subscriber shall fail to make any required payment within ten (10) days from the date the Same become due and payable, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the highest rate permitted by applicable law, whichever is less.

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9. ENTIRE AGREEMENT.

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All notices, consents or other communications referred to herein will be in writing and will be conveyed to the other party by First Class Mail or electronically at the appropriate addresses indicated. Service of such notice, consent or other communication hereunder will be effective on the fifth day after the day of mailing or the Same day as the day of transmission.

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If a term or condition of this Agreement is found by a court or administrative agency to be unenforceable, the remaining terms and conditions will remain in full force and effect.

Anlage 2 Zusätzliche Regelungen für die Nationallizenz

1. Eligible Institutions

---Higher Education Institutions financed either by public or private funding

---National, regional and state libraries

---Academic specialist libraries mainly financed by public funding

---Research institutions mainly financed by public funding

---Governmental institutions

---Including any of the above mentioned types of German institutions abroad

2. Authorized users I

---Higher Education Institutions: Students including guest students, Faculty including visiting lecturers, Staff and contractors, Walk-In-Users. Remote Access included.

3. Authorized Users II

Non-institutional access of individuals is permitted via individual usernames and passwords subject to a requirement of permanent residence in Germany.

4. Access to the data is activated within 2 weeks after receipt of the IP Ranges via Ovid.

5. Access to the data via Z39.50 or similar interfaces is possible for integration in portals, search engines, etc.

6. The licence excludes any restrictions of concurrent use.

7. All fees for perpetual access (including any maintenance fees) are included in the prices quoted.

8. Local hosting (in order to give access to eligible institutions and authorized users) of the licensed material is-offered as an option at no additional costs on the Server of the licensee or on a platform of the licensee's choice

9. The following authentication procedures are accepted by licensor:

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---Shibboleth

---Comparable future developments to be agreed by the parties

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