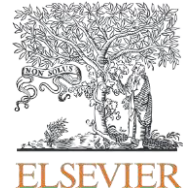


Elsevier Terms and Conditions of Supply



1. Applicability

These terms and conditions shall apply to all offers, proposals and agreements between Elsevier and any third party or its agent ("Client") relating the subscription to or sale of Elsevier's products and services ("Products") and, along with the Elsevier Order Form forms the entire agreement between the parties (the "Agreement"). In the case of any discrepancy, conflict, or contradiction between the terms in the Elsevier Order Form and these terms and conditions, the terms in the Elsevier Order Form shall prevail. The Agreement supersedes any previous supply terms and conditions relating to the subject matter hereof. Any variation to the Agreement and any representations about the Products shall have no effect unless expressly agreed in writing and signed by an authorized signatory of Elsevier. Unless otherwise expressly agreed by Elsevier in writing, Client represents and warrants that it is purchasing Products from Elsevier for its own account and use and not on behalf of any other person or entity.

2. Payment and Fees

Client shall pay fees to Elsevier as set forth in the Order Form (the "Fees"). Unless otherwise stated therein, Fees are due within thirty (30) days of date of the invoice. Late payments will be subject to interest charges of 1% per month on any balance remaining unpaid. The Fees will be exclusive of any sales, use, value added, tax deducted at source (TDS), withholding or similar tax, and Client shall be liable for any such taxes in addition to the Fees. In case Client is located in Japan, such Client will bear an obligation to remit consumption taxes, etc. (both consumption taxes and local consumption taxes) by reverse charge mechanism for those obligations of Elsevier under this Agreement which constitute a provision of services to a business through the use of telecommunications by an overseas business operator pursuant to the Consumption Tax Act of Japan. In case client's place of establishment is in an EU Member State, Client will be charged local value added tax (VAT), based on Client's place of establishment, unless Client is a foreign relevant business person and provides to Elsevier its VAT Identification Number. Client will promptly notify Elsevier of any changes to its VAT Identification Number or VAT status. Elsevier may charge Client any VAT, fines, penalties, interest and other costs that Elsevier may incur as a result of incorrect VAT information. Client shall make all payments due under the Agreement without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise. Where Client is indebted to Elsevier for any other product or service under any other order, Elsevier reserves the right to withhold supply of the Products under the current order until any outstanding monies are fully paid. Elsevier shall be entitled to apply any monies received by Client, to clear any of Client's outstanding debts to Elsevier. Products shall be at Client's risk as from delivery. In addition to other remedies provided in this Agreement, Elsevier reserves the right upon thirty (30) days written notice to suspend access to the Products without incurring liability if Client fails to make any payment required hereunder when due.

3. Authorized Uses and Restrictions on Use

Elsevier grants to Client a non-exclusive, non-transferable right to access and use the Products identified in the relevant Order Form and to provide the Products to its Authorized Users as defined in the relevant Order Form. Client shall not (i) deliver or otherwise make the Products directly or indirectly available to anyone other than Authorized Users; (ii) abridge, modify, translate, examine, test, subject to simulated input, reverse engineer, duplicate, or create any derivative work based on the Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users; (iii) remove, obscure or modify in any way any copyright notices, trademarks, or other proprietary notices or disclaimers as they appear in the Products; (iv) use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices, or any similar or equivalent manual process, to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Products; or (v) reproduce, transfer, sublicense or

redistribute the Products (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof; (vi) post individual items from the Products on social networking sites.

4. Protection from Unauthorized Access and Use.

Client will:

- take appropriate measures to protect against the misuse or unauthorized access, whether by Client or any third party, through or to (a) Client's credentials used to access the Products; and (b) the Products and/or information derived therefrom;
- manage identification, use, access and control of all credentials used to access the Products in an appropriately secure manner, including, but not limited to, by:
 - limiting access to and use of the Products to Authorized Users and notifying all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
 - issuing any passwords or credentials used to access the Products only to Authorized Users, not divulging any passwords or credentials to any third party, and notifying all Authorized Users not to divulge any passwords or credentials to any third party; and
 - providing true, complete and accurate IP addresses, as identified on the Order Form, (if any) for the exclusive use by Client (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively informing Elsevier of any changes to Client IP addresses, including the addresses no longer being used exclusively by Client.
- without undue delay, deactivate any credentials when no longer needed or where access presents a security risk;
- implement appropriate policies and procedures to seek to ensure that all use of the Products is for its legitimate business purposes and in compliance with all terms and conditions herein;
- implement and maintain its own appropriate program for credentials management and will use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Client by Elsevier from time to time in writing;
- on an appropriate basis, review access to the Products by its passwords or credentials used to access the Products to ensure that such access was in compliance with all terms and conditions herein; and
- promptly upon becoming aware of any unauthorized use of the Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Products, Elsevier may suspend the access and/or require that Client suspend the access from where the unauthorized use occurred upon notice to Client. Client will not be liable for unauthorized use of the Products by any Authorized Users provided that the unauthorized use did not result from Client's own negligence or willful misconduct and that Client did not permit such unauthorized use to continue after having actual notice thereof. Client will be responsible for the adherence to the terms and conditions of this Agreement by a third party provider Client engages, in particular, if such third party provider supplies and manages IP addresses.

5. Security Requirements

Client agrees that the Client will have in place documented policies and procedures, which will be reviewed by Client, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. Client will promptly notify Elsevier if it determines that there has been a breach of such safeguards if such breach results in a compromise of any information provided hereunder and cooperate with Elsevier's reasonable requests surrounding such breach including taking appropriate steps to end such activity and to prevent any recurrence.

6. Patient Care.

Client acknowledges and agrees that Elsevier and its affiliates, subsidiaries, agents, and suppliers provide no medical advice in connection with the Products, that the Products are designed for and are intended to be used by trained healthcare professionals exercising knowledge and discretion in application of the Products, and that the duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care. The information contained in the Products may include or incorporate third party information which is not subject to evaluation by Elsevier and the Products are intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of healthcare professionals in patient care. Client assumes all responsibilities, duties, and obligations for any treatment, decision, or advice made or given to third parties as a result of the use or application of the Products.

7. Withdrawal of Content; Discontinuation of Products

Elsevier reserves the right to withdraw from the Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. In addition, for Products for which content is routinely updated, Elsevier may withdraw certain content for editorial, usage, currency, or other commercially reasonable reasons. Elsevier reserves the right to discontinue the Products, by providing at least ninety (90) days prior written notice, along with a prorated refund of any prepaid license Fees for the discontinued Product.

8. Term & Termination

Client's use of the Products is subject to the Term Start and Term End Date listed within each applicable Order Form. Either party may terminate the Agreement if the other commits a material breach and fails to cure within thirty (30) days after receipt of written notice. Upon termination, all rights granted herein will immediately cease, and Client will return or destroy all Elsevier Products.

9. Intellectual property

Client acknowledges that all right, title and interest in and to the Products and documentation, all copies thereof, and all modifications, changes, conversions, upgrades, additions and enhancements thereto, including all applicable rights to confidential information and methodologies, patents, copyrights, trademarks, trade names, service marks, inventions, know-how, mask work rights, trade secrets and all other intellectual property rights inherent therein and appurtenant thereto, including all ideas, concepts, know-how, or techniques relating thereto developed during the course of this Agreement by Elsevier, belongs to and remains exclusively with Elsevier or its suppliers, subject only to the limited rights expressly granted to Client herein. Client acknowledges further that the unauthorized redistribution of the Products could materially and irreparably harm Elsevier and its suppliers. Except as otherwise provided for in writing, any modification or enhancement to any Product developed by Client with or without advice or support by Elsevier or by Elsevier for Client, whether or not reimbursed by Client and whether or not developed in conjunction with Client's employees, agents, or contractors, are the exclusive property of Elsevier. All rights not expressly granted by Elsevier in this Agreement are expressly reserved by Elsevier.

10. Representations & Warranties

Elsevier represents and warrants that: (a) it has used and shall use reasonable efforts to ensure that the Products are accurate, up-to-date, and compiled and reviewed consistent with accepted industry practices and (b) use of the Products in accordance with the terms and conditions herein will not infringe the proprietary or intellectual property rights of any third party. EXCEPT FOR THE

EXPRESS WARRANTIES STATED ABOVE, THE PRODUCTS AND ALL DATA, DOCUMENTATION AND MATERIALS PROVIDED IN CONNECTION WITH THE PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY AND ELSEVIER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE., CLIENT IS SOLELY RESPONSIBLE FOR ITS USE OF THIRD-PARTY INFORMATION CONTAINED IN OR INFORMATION GENERATED THROUGH USE OF THE PRODUCTS. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY, CONDITION, GUARANTY OR REPRESENTATION MADE BY ELSEVIER OR ANY AGENT OR REPRESENTATIVE OF ELSEVIER EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

11. Elsevier Indemnities

Elsevier shall indemnify, defend and hold harmless Client from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim alleging that use of the Products, in the form delivered by Elsevier to Client and in accordance with the terms and conditions herein, infringes the intellectual property rights of such third party. If any such action or claim is made, Client shall promptly notify and reasonably cooperate with Elsevier, including by providing information and assistance, at Elsevier's expense, as needed to defend an assertion by a third party. In the event any Products are determined to be subject to the proprietary or intellectual property rights of any third party, Elsevier agrees, at its option, to either (i) procure for Client the right to continue using such Products, (ii) replace or modify such Products to be non-infringing, or (iii) discontinue and terminate this Agreement applicable to the infringing Products upon written notice to Client and refund to Client a prorated portion of the Fees paid hereunder for the length of time Client was unable to use such Products. If such refund occurs, Elsevier will be released from all liability for all existing and future claims related to such Products except as specifically set forth herein. Any modification or attempted modification of the Products by Client will void this indemnity unless Client has obtained written consent from Elsevier and/or to the extent permitted in Section 9. Notwithstanding the foregoing, this indemnity will not apply to any third-party action or claim arising from any modification or attempted modification of the Products by Client. Neither Elsevier nor its affiliates, subsidiaries, agents, and suppliers (the "Elsevier Covered Entities") will incur liability for any claim of patent or copyright infringement or violation of proprietary rights to the extent that it is based on: (i) Client's unauthorized use or disclosure of the Products; (ii) Client's use or combination of the Products with hardware or software products or data belonging to Client and/or not supplied as part of the Products by Elsevier; (iii) Client's failure to use the Products in accordance with its specifications or other documentation accompanying such Products; (iv) specifications provided by Client; or (v) failure of Client to implement any improvement or updates to the Products provided by Elsevier without additional expense by Elsevier or as part of any maintenance services received by Client if the infringement claim would have been avoided thereby. Client shall indemnify, defend and hold harmless the Elsevier Covered Entities from and against any Losses arising from or out of any third-party action or claim described in this paragraph. The foregoing states the entire liability of the Elsevier Covered Entities and the sole and exclusive remedy of Client with respect to any claim based upon infringement or violation of any copyright, patent or other intellectual property right.

12. Liability Limitation

In no event will the Elsevier Covered Entities be liable for any indirect, incidental, special, consequential, or punitive, or exemplary damages including, but not limited to, loss of data, business interruption, or loss of profits, personal injury, or property damage arising out of or in connection with this Agreement, even if such Elsevier Covered Entity was aware of the possibility of such damages. Nor will the liability of the Elsevier Covered Entities exceed a sum equal to the Fees paid by the Client for the applicable Products hereunder during the twelve (12) month period immediately preceding the date on which the claim arose.

13. Confidentiality

To the extent permitted by applicable laws, Client and its employees, officers, directors and agents shall maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent or except as required by law the financial terms and commercial conditions of this Agreement. Additionally, the parties acknowledge that the Products, any discussions or information related to products and services the parties may offer to one another in the future, any other applicable third-party software or products, and the reports and other deliverables furnished by one party to the other contain proprietary trade secrets and confidential information of each party ("Confidential Information"). To the extent permitted by law, the parties agree, both during the term of this Agreement and for a period of three (3) years after termination of this Agreement and of all rights granted hereunder, to hold each other's Confidential Information in confidence. The parties agree, unless required by government regulations or order of court, not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purposes other than the implementation of this Agreement. Each party agrees to take reasonable care to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement. The parties acknowledge that to the extent disclosure is required by law, such disclosure may occur only after prompt written notice to the owner of the Confidential Information, allowing that party the opportunity to interpose all objections to the proposed disclosure. The parties further acknowledge that the disclosure of any aspect of the Products, or of any of the Confidential Information referred to herein or any information, which at law or equity, ought to remain confidential, will give rise to irreparable injury to the other party inadequately compensable in damages. Accordingly, each party may seek or obtain injunctive relief against the breach or threatened breach to any of the foregoing undertakings, in addition to any other legal remedies, which may be available, and the other party hereby consents to the obtaining of such injunctive relief without notice or bond.

14. Force majeure

Neither party's delay or failure to perform any provision of this Agreement (other than payment obligations) as a result of circumstances beyond its control (including, but not limited to, acts of God, acts of the government in either its sovereign or contractual capacity, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) that prevents it from fulfilling its obligations under this Agreement (any such circumstances being "Force Majeure") will not be deemed a breach of this Agreement. The parties agree that the departure of one or more members of the Euro zone will not, in and of itself, be a "circumstance beyond its control" and will not have the effect of discharging or excusing performance of (any obligation under) this Agreement. For avoidance of doubt, a party's financial inability to perform its obligations shall, in no event, constitute a Force Majeure.

15. Choice of Law/Choice of Venue

This Agreement will be governed by and construed in accordance with the laws of the corporate domicile of the Elsevier company which is providing the Products without regard to conflict of law principles and the parties irrevocably consent to the exclusive jurisdiction of the same courts of that same corporate domicile.

16. Privacy

To the extent that Authorized Users provide any personal data to Elsevier during account registration or otherwise, Client acknowledges that such information will be collected, used and disclosed by Elsevier in accordance with the Elsevier privacy policy applicable to the Products.

17. General

Client shall not be entitled to assign the Agreement or any part of it without the prior written consent of Elsevier. Elsevier may unilaterally terminate this Agreement if a third party acquires the majority of the Client's ownership interest. Elsevier reserves the right to deny online access to the Products to any person or entity who is prohibited from receiving such access based on any applicable sanctions or embargoes laws. If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect. Failure or delay by Elsevier in enforcing or partially enforcing any provision (or prosecuting any breach) of the Agreement will not be construed as a waiver of any of its rights under the Agreement. Any modifications to the agreed Products description, budget or schedule, as set out in the order acknowledgement, may result in an adjustment to the final price and/or delivery schedule at Elsevier's discretion.