

THIS LICENSE IS AGREED the 1st day of May, 2007

BETWEEN

1 The Medical Letter, Inc, with offices at [REDACTED]
(("the Publisher"))

and

2 University of California San Diego with offices at: [REDACTED]
[REDACTED] ("the Licensee")

WHEREAS the Publisher holds the rights granted under this Licence

AND WHEREAS the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the licence to use the rights for the Fee, subject to the terms and conditions of this Licence.

IT IS AGREED AS FOLLOWS: -

1. KEY DEFINITIONS

1.1 In this Licence, the following terms shall have the following meanings: -

Authorised Users current members of the staff (whether on a permanent, temporary or contract basis) of the Licensee who are permitted to access the Secure Network from within the Licensee's Premises or from such other places where Authorised Users undertake their work for the Licensee (including but not limited to Authorised Users' offices and homes) and who have been issued by the Licensee with a password or other authentication.

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Fee The Fee set out in Schedule 1 or in new Schedules to this Licence which may be agreed by the parties from time to time.

Licensee's Premises The physical premises owned or operated by the Licensee, as specified in Schedule 2.

- Licensed Materials** the electronic material as set out in Schedule 1 or in new Schedules to this Licence that may be agreed by the parties from time to time.
- Secure Network** A network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorised Users approved by the Licensee whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee.
- Server** The server, either the Publisher's server or a third party server designated by the Publisher, on which the Licensed Materials are mounted and may be accessed.
- Subscription Period** That period nominally covered by the volumes and issues of the Licensed Material listed in Schedule 1, regardless of the actual date of publication.

2. AGREEMENT

- 2.1 The Publisher agrees to grant to the Licensee the non-exclusive and non-transferable right, throughout the world, to give Authorised Users access to the Licensed Materials via a Secure Network subject to the terms and conditions of this Licence, and the Licensee agrees to pay the Fee.
- 2.2 This Licence shall commence on [May 15th, 2007] and shall remain in effect for one year from that date and shall then terminate unless the parties agree in writing to renew or extend the Licence on the same terms or as may be agreed in writing at the time.

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- 3.1 The Licensee, subject to clause 4 below, may:
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 - 5.2.2 use reasonable endeavours to make available the electronic copy of each journal issue in the Licensed Materials on the date of publication of the printed version.
 - 5.2.3 provide the Licensee, within 30 days of the date of this License, with information sufficient to enable the Licensee to access the Licensed Material.
 - 5.2.4 use reasonable endeavours to ensure that the Server has adequate capacity and bandwidth to support the usage of the Licensee at a level commensurate with the standards of availability for information services of similar scope operating

via the World Wide Web, as such standards evolve from time to time over the term of this Licence.

- 5.2.5 use reasonable endeavours to make the Licensed Materials available to the Licensee and to Authorised Users at all times and on a twenty-four hour basis, save for scheduled routine maintenance (which shall be notified to the Licensee in advance wherever possible).
- 5.2.6 provide adequate and competent technical support and assistance to enable the Licensee to make proper use of the Licensed Materials.
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6. LICENSEE'S UNDERTAKINGS

- 6.1 The Licensee shall take reasonable measures to:
 - 6.1.1 ensure that only Authorised Users are permitted access to the Licensed Materials;
 - 6.1.2 ensure that all Authorised Users are appropriately notified of the importance of respecting the intellectual property rights in the Licensed Materials and that

they are made aware of and undertake to abide by the terms and conditions of this Licence;

- 6.1.3 immediately upon becoming aware of any unauthorised use or other breach, inform the Publisher and take all steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
 - 6.1.4 issue passwords or other access information only to Authorised Users and ensure that Authorised Users do not divulge their passwords or other access information to any third party;
 - 6.1.5 provide the Publisher, within 30 days of the date of this Agreement, with information sufficient to enable the Publisher to provide access to the Licensed Material in accordance with its obligation under clause 5.2.3. Should the Licensee make any significant change to such information, it will notify the Publisher not less than ten (10) days before the change takes effect.
- 6.2 The Licensee hereby acknowledges that the business of the Publisher is entirely dependent upon the Publisher's intellectual property rights in the Licensed Materials, and that any material and persistent breach thereof constitutes a fundamental breach of this Licence, in which event, notwithstanding clause 8, this Licence shall immediately terminate; the Publisher shall be entitled to immediate injunctive relief without any rebate of the Fee and without prejudice to any other rights or remedies to which it may be entitled.
- 6.3 The Licensee agrees to indemnify, defend and hold the Publisher harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any claim or legal action taken against the Publisher related to or in any way connected with any use of the Licensed Materials by the Licensee or Authorised Users or any failure by the Licensee to perform its obligations in relation to this Licence
- 6.3 The Licensee shall, in consideration for the rights granted under this Licence, pay the Fee within thirty (30) days of signature and, and receipt of such payment shall be a condition of this License coming into effect. For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value added or similar taxes and the Licensee shall be liable for any such taxes in addition to the Fee.

7. UNDERTAKINGS BY BOTH PARTIES

- 7.1 Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

8. TERM AND TERMINATION

- 8.1 In addition to automatic termination (unless renewed) under clause 2.2, this Licence shall be terminated:
 - 8.1.1 if the Licensee defaults in making payment of the Fee as provided in this Licence;

- 8.1.2 if either party commits a material or persistent breach of any term of this Licence and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the other party;
- 8.1.3 if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.
- 8.2 On termination all rights and obligations of the parties automatically terminate except as specifically provided in this Licence.
- 8.3 On termination of this Licence for cause, as specified in clauses 8.1, the Licensee shall immediately cease to distribute or make available the Licensed Materials to Authorised Users.
- 8.4 On termination of this Licence by the Licensee for cause, as specified in clause 8.1.2 above, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the Subscription Period.
9. **GENERAL**
- 9.1 This Licence constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Licence, whether oral or written.
- 9.2 Alterations to this Licence and to the Schedules to this Licence are only valid if they are recorded in writing and signed by both parties.
- 9.3 This Licence may not be assigned by either party to any other person or organisation, nor may either party sub-contract any of its obligations, except as provided in this Licence without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- 9.4 If rights in all or any part of the Licensed Materials are assigned to another publisher, the Publisher shall use its best endeavours to ensure that the terms and conditions of this Licence are maintained.
- 9.5 If either party shall come under the control of any third party other than that by which it is controlled at the date of this Licence, the other shall have the right immediately to terminate or renegotiate the terms of this Licence. Control shall mean either the ownership of more than fifty per cent (50%) of the ordinary share capital carrying the right to vote at general meetings or the power to nominate a majority of the board of directors.
- 9.6 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Licence or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within 5 days of posting.
- 9.7 Neither party's delay nor failure to perform any provision of this Licence, as result of circumstances beyond its control (including, without limitation, war, strikes, floods,

governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Licence.

- 9.8 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.
- 9.9 Either party's waiver or failure to require performance by the other, of any provision of this Licence will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.
- 9.10 The parties recognize that irreparable damage may result in the event that the provisions of this paragraph shall not be specifically enforced. If any dispute arises concerning an action in violation of any such provision, the parties hereto agree that an injunction may be issued restraining such action pending determination of such controversy. The parties agree that in the event that either party breaches any material term of this Agreement, the non-breaching party may seek monetary damages in a court of competent jurisdiction.
- 9.11 This Licence shall be governed by and construed in accordance with California law; the parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the jurisdiction of the courts of the State of California. Licensee agrees to submit to the jurisdiction of the courts of the State of California.

AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER: [FULL NAME]

Name: Yosef Wissner-Levy

Date: _____

SCHEDULE 1

LICENSED MATERIALS, SUBSCRIPTION PERIOD, ACCESS METHOD & FEES

A schedule dated: April 26, 2007 between The Medical Letter, Inc. and University of California San Diego.

THE LICENSED MATERIALS

| Title | Subscription Period | Format | Delivery Schedule | Fee |
|--|----------------------------|---------------|-----------------------------|------------|
| The Medical Letter on Drugs and Therapeutics | 1 (one) year | .pdf | updated Biweekly | \$. USD |
| Adverse Drug Interactions Online | 1 (one) year | HTML | database updated Biannually | included |
| Drugs of Choice Online | 1 (one) year | HTML | database Updated Annually | included |
| Treatment Guidelines Online | 1 (one) year | HTML | updated monthly | included |
| Handbook of Antimicrobial Therapy | 1 (one) year | HTML | updated Biannually | included |
| Medical Letter CME/CE 26 credits per year | | HTML | | included |

ACCESS METHOD

- Authentication via IP address