



Ovid Technologies, Inc.
Perpetual Access Database License Agreement

Before you access Ovid's electronic products, you will need to understand fully and agree to this Perpetual Access Database License Agreement that governs your use of it. After reading the Agreement, your signature signifies your acceptance of it. If you have questions, please call Ovid at (800) 343-0064. Please retain a copy of the Agreement for your files. INITIAL(S) _____

This Perpetual Access Database License Agreement, dated this 20th day of September 2010, between Ovid Technologies, Inc., a Delaware corporation having offices at 333 Seventh Avenue, New York, NY 10001 (hereinafter referred to as "**Ovid**") and Community College League of California, having offices at 2017 O Street, Sacramento, CA 95811. (hereinafter referred to as "**Purchaser**"; collectively with Ovid, referred to as the "**Parties**") provides for use by Purchaser of the Products, as defined below, subject to the terms and conditions set forth in this agreement (the "**Agreement**"). The electronic products licensed pursuant to this Agreement shall be identified by Ovid and Purchaser via the execution of one or more addenda or Schedules to this Agreement such as Schedule F attached hereto (each such addendum or a Schedule referred to hereafter as an "**Addendum**"). The Addenda will be considered part of the Agreement.

1. DEFINITIONS.

1.1. "Authorized Site(s)" means a Purchaser site composed of (i) single or multiple institutions, (ii) single or multiple geographic locations or (iii) a combination of the aforementioned for which Purchaser requests designation by Ovid as sites authorized to access the Products. A list of Authorized Site(s) for purposes of this Agreement is set forth in Schedule C. In the event that Purchaser acquires or merges with another related or affiliated entity during the term of this Agreement, such acquired or merged entity may be deemed a separate additional site subject to additional access fees and license fees, at Ovid's discretion.

1.2. "Authorized Users" mean: (i) Purchaser; (ii) employees of Purchaser and independent contractors of Purchaser solely to the extent they are accessing the Product(s) for the benefit of Purchaser, if Purchaser is a corporation or other organization; provided however, that employees and independent contractors of an entity which is acquired by or merged with the Purchaser during the term of this Agreement will not be deemed Authorized Users for purposes of this Agreement; (iii) students, faculty, staff and walk-in users authorized by, and on premises of Purchaser, if Purchaser is an academic institution; (iv) residents, fellows or physicians on the medical staff of Purchaser to whom Purchaser has granted authorization to use available identification passwords, if Purchaser is a medical service provider; and (v) patrons of Purchaser, if Purchaser is a public library offering access to the Products. Such Authorized Users include authenticated users who access the Product(s) through Purchaser's Authorized Site(s) remotely through appropriate validation processes. The designated number of concurrent Authorized Users accessing the Product(s) at the Authorized Site(s) is set forth in Schedule B. For purposes of this Agreement, any institutions, associations or organizations related or affiliated with Purchaser will not be deemed "Authorized Users" without Ovid's express consent.

1.3. "Permitted Use" means use of the Product(s) by Authorized Users at or through an Authorized Site(s) only for internal or personal research or training therein. Authorized Users may:

1.3.1. view the content and data contained therein on terminals,

1.3.2. print data obtained from searches and make limited copies of such printed search results,

1.3.3. download data obtained from searches, and

1.3.4. for interlibrary loan (ILL) purposes, print data obtained from searches and transmit the printed document through Purchaser's traditional ILL policies and procedures.

NOTE: 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; (iv) incorporating any part of the Products in printed or electronic course or study packs for the use of Authorized Users in the course of instruction; and (v) uploading, downloading, copying or redistributing the content in their entirety or lengthy sequence.

1.3.5 Where a Database is owned by Primal Pictures Ltd and such Database is licensed hereunder to Purchaser, the Permitted Use remains strictly restricted to use for internal or personal research or training but does include the following rights with respect to such Databases. For the avoidance of doubt the following rights do not permit Authorized Users to (i) use or exploit such Database whether for money or monies worth; or (ii) copy or redistribute the content of such Database in its entirety or lengthy sequence; or (iii) make available any of such Database to a third party in a publication which is available for sale.

(1) the right to incorporate limited portions (nor portion being greater than 10% of the total) of the Databases in printed and electronic (including Braille and other forms for the visually impaired) course packs, study packs, resource lists and in other materials (including but not limited to multi-media works) to be used in the course of instruction and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments and library environments); provided, that each item shall carry appropriate acknowledgement of the source, listing title and copyright owner; allow for the perpetual retention thereof; and

(2) the right to publicly display or publicly perform portions of the Databases as part of a presentation at a seminar, conference, or workshop, or other such similar activity.

In all cases, Purchaser shall credit Primal Pictures Ltd. as the copyright holder for the materials in such Databases. 3D anatomy images copyright of Primal Pictures Ltd can be found at www.primalpictures.com.

1.4. "Products" made subject to this Agreement consist of: (i) the "Database(s)" ordered by the Purchaser pursuant to Schedule B attached hereto; (ii) the "Software," ordered by the Purchaser pursuant to Schedule B, consisting of the search and retrieval application software and any modifications, enhancements, updates, upgrades or new releases produced by Ovid during the term of the Agreement; provided however, that certain enhancements may constitute separate and distinct products for which Ovid reserves the right to charge an additional fee; (iii) the "Documentation" consisting of any instructional materials produced and owned by Ovid relating to the Products as provided in hardcopy or electronic form during the term of the Agreement; (iv) computer capacity to support the number of concurrent users authorized by Purchaser pursuant to Schedule B; and (v) purchaser support services, via telephone, facsimile transmission or Internet e-mail.

2. USE OF THE PRODUCTS.

2.1. In consideration of the License Fee (described in Section 8), Ovid hereby grants to Purchaser the non-transferable (except as provided in Section 19), nonexclusive, perpetual license to gain computerized access using the Software to the Product(s), subject to the terms and conditions of this Agreement. Authorized Users will use the Product(s) only in accordance with the Permitted Use and Ovid's online terms of use available on its website.

2.2. If requested by Purchaser, Ovid will issue Purchaser one or more identification password(s), such number to be determined at Ovid's discretion, to gain access to the Products. Where applicable, Purchaser agrees that the identification password(s) is valid only in the country in which it is issued and may be restricted

from accessing certain data on the Products. Alternatively, if an identification password(s) is not requested by Purchaser, Purchaser and Authorized Users will access the Products via Internet Protocol address validation only. Purchaser may elect to use proxy servers to allow Authorized Users to access the Product(s) remotely through an Authorized Site(s). Except as provided in Section 5.3 of this Agreement, Purchaser is responsible for all charges against Purchaser's identification password(s). Ovid reserves the right, at its sole discretion, to alter or change Purchaser's identification password(s) as circumstances may warrant.

- 2.3. The terms and conditions of this Agreement may be changed from time to time, upon written or electronic notice to Purchaser; provided, however, that such changes or modifications do not materially diminish the use and value of the Products to Purchaser.
- 2.4. Certain additional terms may apply to the Products licensed hereunder. Such additional terms are set forth as schedules hereto and apply to the Products described therein. In the event of any conflict between the terms hereof and those specified on a schedule hereto, the terms specified in the schedule shall control for purposes of the Products described therein.
- 2.5. Ovid reserves the right to discontinue offering access to the Product(s) through any or all Ovid platforms at any time. Ovid will use commercially reasonable efforts to provide at least 30 days notice of any such discontinuation. In the event that Ovid elects to discontinue offering such access, upon Purchaser's request, Ovid will provide Purchaser with an Electronic Copy (defined in Schedule G) of the Product(s) subject to Purchaser's payment of a media, fulfillment and/or delivery fee and Purchaser's execution of Schedule G attached hereto. If Ovid elects to discontinue providing access through the Ovid platforms, the unused prorated portion of any annual platform fee (calculated on a monthly basis) will be refunded to Purchaser.

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 is 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.
- 3.4. Information Providers may modify or assign additional terms and conditions, as made available to Purchaser by Ovid, from time to time, which affect the Authorized Users' use of the Product(s), including without limitation, changes in rates, use restrictions, guidelines or termination of access to the Product(s). Those terms and conditions will prevail and control use of the relevant content. Purchaser hereby grants to Ovid and/or Information Providers the right to enforce or assert on their own behalf the provisions of this Agreement to the extent they pertain to the content contained in the Product(s).

4. **RESTRICTED RIGHTS OF THE UNITED STATES GOVERNMENT.** The Products are provided with certain restricted rights applicable to the United States government or its agents only. The use, duplication, modification, display or disclosure by the United States government or its agents is subject to restrictions as set

forth in DFARS 252.227-7015(b)(2), DFARS 227.7202-1(a), DFARS 227.7202-3(a), FAR 52.227-14 and FAR 52.227-19, as applicable, and any applicable agency FAR supplements.

5. PURCHASER'S OBLIGATIONS. Purchaser agrees to the following:

- 5.1.** to be responsible for installation, costs and maintenance of a communications link and equipment;
- 5.2.** to be responsible for communication costs incurred by any Authorized User connecting to the Product with a valid password;
- 5.3.** to be responsible for the confidentiality and security of the identification password(s) issued to Purchaser by Ovid. Purchaser 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;
- 5.4.** to use its best efforts to ensure that Authorized Users comply with the terms and conditions of this Agreement, the terms of access and use for online services as set forth in the terms and conditions for online services available at Ovid's website(s), and any and all user guidelines or restrictions provided by Ovid, from time to time;
- 5.5.** to provide full cooperation and assistance to Ovid with any investigation of any Authorized User's potential violation of the terms, conditions, guidelines or restrictions referenced in Section 5.4 to the extent each such Authorized User may be in violation of such terms, conditions, guidelines or restrictions; and
- 5.6.** to designate in writing a staff member to be "System Administrator" (project manager) for the purpose of resolving implementation questions, such person to be available to Ovid on a routine and expedited basis when necessary.

6. LIMITED WARRANTIES AND LIMITED LIABILITIES.

6.1. GENERALLY. THE PRODUCTS AND ANY SERVICES HEREUNDER OR ANY CONTENT PROVIDED UNDER THIS AGREEMENT ARE FURNISHED BY OVID AND ACCEPTED BY PURCHASER "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. OVID, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRODUCTS, ANY SERVICES HEREUNDER OR ANY CONTENT, AND OVID, ITS AFFILIATES AND LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PRODUCTS, THE CONTENT OR RESULTS DERIVED THEREFROM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, SYSTEM AVAILABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE). NO OVID EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT. IN ADDITION, PURCHASER ACKNOWLEDGES THAT THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, LATENCY ISSUES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THAT OVID IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

6.2. INFORMATIONAL CONTENT. WITHOUT IN ANY WAY LIMITING THE EFFECT OF SECTION 6.1 ABOVE, PURCHASER ACKNOWLEDGES AND AGREES THAT OVID PROVIDES NO MEDICAL ADVICE IN CONNECTION WITH THIS AGREEMENT AND THAT PURCHASER IS SOLELY RESPONSIBLE FOR THE USE OF ANY INFORMATION CONTAINED IN THE PRODUCTS OR ANY EXTERNAL CONTENT AND THAT A LICENSED MEDICAL PROFESSIONAL IS RESPONSIBLE FOR INDEPENDENTLY REACHING ANY MEDICAL JUDGMENT, AND FOR ANY RESULTING DIAGNOSIS AND TREATMENTS,

NOTWITHSTANDING ANY USE OF THE PRODUCTS, THE EXTERNAL CONTENT OR THE INFORMATION CONTAINED THEREIN BY SUCH MEDICAL PROFESSIONAL. NEITHER OVID NOR ITS EMPLOYEES AND AGENTS WILL BE LIABLE FOR ASSISTANCE PROVIDED TO AUTHORIZED USERS IN PERFORMING RESEARCH USING THE PRODUCTS AND ANY SUCH ASSISTANCE RECEIVED FROM OVID EMPLOYEES OR AGENTS WILL BE SOLELY AT AUTHORIZED USERS' RISK. AUTHORIZED USERS, INCLUDING PHYSICIANS, HEALTH CARE WORKERS AND OTHER PROFESSIONAL PERSONS USING THE PRODUCTS MAY NOT RELY ON THE INFORMATION CONTAINED IN THE PRODUCTS. ALTERNATIVELY, THEY MUST RELY ON THEIR CLINICAL DISCRETION, JUDGMENT AND EXPERTISE IN DIAGNOSIS AND TREATMENT.

6.3. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL OVID, ITS AFFILIATES, OR LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO PURCHASER, ITS AUTHORIZED USERS OR ANY THIRD PARTY WHOSE CLAIM IS RELATED TO THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, (A) FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY CLAIMS, DAMAGES OR COSTS OF ANY NATURE IN EXCESS OF THE LICENSE FEE PAID BY PURCHASER TO OVID. THIS LIMITATION OF LIABILITY AND THE DISCLAIMERS SET FORTH IN SECTION 6 ARE INDEPENDENT OF ANY REMEDIES SET FORTH HEREIN AND WILL SURVIVE AND APPLY EVEN IF SUCH REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7. INDEMNIFICATION.

7.1. Excluding any claims arising out of or related to the violation by Ovid or Information Providers of any third party copyrights, patents, trademarks or trade secrets, Purchaser agrees to indemnify Ovid from and defend, at its own expense (including reasonable attorney's fees) against any and all claims of third parties (including without limitation, copyright infringement) arising out of or related to Authorized Users' use of the Products or any materials provided hereunder, regardless of whether such claims were foreseeable by Ovid; provided that Ovid promptly notify Purchaser of the claim and provides all information and cooperation necessary to negotiate and defend the claim. At its discretion, Ovid may participate in the defense, settlement or negotiation of any claims.

7.2. Ovid agrees to indemnify Purchaser, 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. If the Product(s) or any content therein becomes or, in Ovid's opinion, may become, the subject of any claim of infringement, then Ovid may, in its sole discretion and at its expense, (a) procure the right for Purchaser to continue using the Product(s) or the applicable content; (b) modify the Product(s) to render it non-infringing; or (c) replace the Product(s) or any content with reasonably equivalent non-infringing products. THIS SECTION 7.2 SETS FORTH OVID'S ENTIRE LIABILITY, AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT CLAIMS RELATING TO THE PRODUCT(S) OR ANY CONTENT THEREIN.

8. PAYMENT. The License Fee for the Product is set forth in Schedule B and any applicable Addendum (the "License Fee"). Payment will be due upon the execution of this Agreement (or as provided on Schedule F to the contrary). Any annual platform fee, fees for additional Authorized Sites, or other amounts payable by Purchaser will be subject to Ovid's published rates therefor or as otherwise quoted by Ovid. All invoices are due thirty (30) days from the initial date of access to the Product(s), unless otherwise stated in Schedule B or in

a separate purchase order between the Purchaser and Ovid, and the Purchaser agrees to make payments in full for all amounts due according to their invoice(s). In the event that Purchaser fails to make prompt payment, Ovid reserves the right to terminate or suspend access to the Products until such time as Purchaser's account is made current. Purchaser will be responsible for the payment of all taxes, or other related fees incurred in connection with this Agreement. Purchaser shall timely provide Purchaser's applicable tax exemption identification number or certificate, if any, as a condition to Ovid not collecting a tax hereunder; provided that Purchaser shall remain responsible for any taxes to which such tax-exempt status does not apply. If Purchaser shall fail to make any required payment within ten (10) days from the date the same become due and payable, Ovid reserves the right to charge Purchaser on such unpaid amounts interest from the due date thereof to the date of payment at the rate not to exceed the highest rate permitted by applicable law.

- 9. TERM.** Upon payment of the License Fee, Purchaser's right and license to the Product(s) is perpetual, subject to Purchaser's and Authorized Users' compliance with Section 2.1 and the applicable provisions of Section 8 as stated immediately above. However, any access to the Product(s) to be provided through an Ovid platform may be terminated at any time by Ovid subject to the provisions of Section 2.5 hereof.
- 10. TERMINATION.** If Purchaser or any Authorized User is in breach of the terms and conditions of this Agreement, they will have ten (10) business days in which to cure the breach. Ovid reserves the right to immediately suspend access to the Product(s) for any such breach. If the Purchaser or Authorized User has not cured the breach within such ten (10) business day period, Ovid may terminate this Agreement, in addition to pursuing all other legal remedies; provided, that for a breach that may not be curable within such period, Ovid may immediately terminate this Agreement upon such breach. Upon any termination for breach, the Purchaser will, unless otherwise agreed to in writing by Ovid, forthwith return to Ovid Product and any and all documentation pertaining thereto, and all copies thereof, and will erase all electronic storage of copies of the Product and search outputs or other electronic storage. The provisions of this Agreement which protect the proprietary rights of Ovid and Information Providers will continue in force after termination. Any termination, whether or not for breach, will not affect any right, obligation or liability of a party arising prior to termination of the Agreement.
- 11. ENTIRE AGREEMENT.** This Agreement, use restrictions and other notices concerning the Product(s) as provided, from time to time by Ovid, and the terms and conditions for online services available at Ovid's website(s) will constitute the entire agreement of the Parties. It is expressly agreed that any terms of a purchase order or similar instrument issued by Purchaser with respect to this Agreement will not affect the terms and conditions of this Agreement, provided that Purchaser's quote for renewal shall be deemed to amend or supplement the Schedules hereto. This Agreement may not be modified or amended except by written consent of the Parties or in accordance with the provisions set forth in Subsections 2.3 or 3.4 of this Agreement.
- 12. NOTICES.** 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, return receipt requested, or overnight courier (e.g. FedEx, UPS, etc.) at the Ovid address in the opening paragraph of this Agreement or the appropriate Purchaser address indicated in Schedule A. Service of such notice, consent or other communication hereunder will be effective when the return receipt is received or upon proof of delivery from the courier.
- 13. FORCE MAJEURE.** Ovid will not be liable for any delay, failure in performance or interruption of service due to any unforeseen circumstances or circumstances beyond its control, including, without limitation, war, strikes, civil disturbances and Acts of God.
- 14. SEVERABILITY.** 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.
- 15. GOVERNING LAW.** This Agreement will be governed by the laws of the State of New York, without giving effect to the principles of conflict of law thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods. Unless otherwise agreed in writing by the Parties, this Agreement and all related documents shall be drawn up in English. Any translations of this Agreement into any other language shall have no effect. All proceedings related to this Agreement shall be conducted in the English language.

- 16. JURY TRIAL WAIVER. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**
- 17. DISPUTE RESOLUTION METHOD AND VENUE.** The Parties agree that any dispute arising hereunder shall be submitted for dispute resolution in the method and venue determined by the Purchaser's principal place of business, as follows: in the United States, disputes shall be submitted to a state or federal court sitting in Cook County, Illinois; in Canada, disputes shall be submitted to the federal and provincial courts sitting in Toronto, Ontario; in the Americas, except Canada and the United States, disputes shall be submitted to arbitration in Miami, Florida, U.S.A., under the rules of the American Arbitration Association; in Europe, the Middle East and Africa: disputes shall be submitted to arbitration in London, England, under the Arbitration Rules of the London Court of International Arbitration; in Asia Pacific: disputes shall be submitted to arbitration in Sydney, (NSW) Australia, under the rules of the Australian Commercial Disputes Centre Ltd. Nothing herein shall be deemed to limit or otherwise affect either Party's right to seek immediate equitable (including injunctive) relief for alleged violations of the Party's intellectual property rights or interests.
- 18. ARBITRATION PROCEDURES.** The Parties agree that the following procedures shall apply to any disputes under this Agreement which are submitted to arbitration. Arbitration shall be conducted before a single arbitrator selected in accordance with the applicable arbitration rules, unless the amount in dispute exceeds the equivalent of US\$250,000. If the amount in dispute exceeds the equivalent of US\$250,000, it shall be decided by three arbitrators, one to be selected by each Party and the two party-appointed arbitrators to agree upon the third. The arbitrator(s) must have experience with and knowledge of the licensing of software, and have been admitted to the practice of law for at least ten years. Under no circumstances are the arbitrators authorized to award damages contrary to Section 6 of this Agreement. The arbitrator(s) shall be authorized to award costs and attorney's fees or to allocate them between the parties. Any court with jurisdiction shall enforce the agreement of the parties to arbitrate their disputes and enter judgment on any award.
- 19. TIME LIMIT ON ACTIONS.** Any cause of action whether brought by Ovid, Purchaser, Authorized Users or any third party concerning the Products must be commenced within one (1) year after such cause of action has accrued.
- 20. CONFIDENTIALITY.** Purchaser acknowledges that the Products are the proprietary property of Ovid, its affiliates and its licensors, and that the processes and methodology used in producing the Products are valuable trade secrets. Purchaser shall protect the confidentiality thereof with at least the same level of efforts that it employs to protect the confidentiality of its own proprietary and confidential information of like importance and in any event, by reasonable means. Purchaser shall not disclose the terms of this Agreement, except as required by law.
- 21. ASSIGNMENT.** Purchaser shall not assign this Agreement nor delegate any of its duties, in whole or in part, without the prior express written consent of Ovid. In no event shall Ovid's consent be construed as discharging or releasing Purchaser in any way from the performance of its obligations under this Agreement. Ovid may assign this Agreement to any affiliate or successor of Ovid and may delegate its duties, in whole or in part, in each case without any consent of Purchaser. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement. If any assignee refuses to be bound by all of the terms and obligations of this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignment shall be null and void and of no force or effect.
- 22. COUNTERPARTS.** This Agreement may be signed in counterparts, all of which upon execution and delivery shall be considered originals and together shall constitute one agreement. Signed facsimile copies of this Agreement will legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and hereby represent and warrant that their respective signatory below has been and is, on the date of this Agreement, duly authorized by all necessary corporate action to execute this Agreement.

OVID TECHNOLOGIES, INC.

COMMUNITY COLLEGE LEAGUE of CALIFORNIA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Schedule A: Account Information

Ship To:

Attention: Sarah Raley
 Institution: Community College League of California
 Address: 2017 O Street

 City: Sacramento
 State/Province: CA
 Zip/Postal Code: 95811
 Country: USA
 Telephone: 951-776-9788
 Fax: _____
 Email: sarahraley@cclleague.org

Bill To:

Attention: _____
 Institution: _____
 Address: _____

 City: _____
 State/Province: _____
 Zip/Postal Code: _____
 Country: _____
 Telephone: _____
 Fax: _____
 Email: _____

System Administrator: _____	Phone: _____
Title: _____	Email: _____
<input type="checkbox"/> Update S/T different than initial S/T?	<input type="checkbox"/> Distributor? (attach additional sheet)

Customer #: _____	Orion #: 76329	Site #: 1
Account Type: <input type="checkbox"/> Single Site	<input checked="" type="checkbox"/> Consortia	<input type="checkbox"/> Multi-site
Customer: <input checked="" type="checkbox"/> Existing	<input type="checkbox"/> New	
Market: <input checked="" type="checkbox"/> Academic/Medical	<input type="checkbox"/> Corporate	<input type="checkbox"/> Government
Tax Status: <input type="checkbox"/> Non-exempt	<input type="checkbox"/> Exempt: _____ e g _____	

For internal Ovid use only

The following additional forms apply to this order:

- Schedule B: Product/Software Pricing
- Schedule C: Authorized Site/Member Libraries
- Schedule D: Authentication
- Schedule E: Account Preferences
- Schedule F: Additional Products Form of Addendum
- Schedule G: Additional Terms, Conditions and Agreements

Sales Rep Brian Herlihy Rep ID: _____ Mgr: Mike Knee

Schedule B: Product/Software Pricing

CONTENT

Database	Start Date	Site Codes	Users	Total
<input type="checkbox"/> Ovid User License Fee (if applicable)				
Content Total				

- Platform:** Online Fixed-Fee Local Standalone Local Network
Order Type: New Renewal Upgrade

Schedule C: Authorized Sites/Member Libraries

Primary Site: _____ (Site Code A) ****Attach additional sheet if necessary**

Site Code	Institution/Site	Address	Contact
A			
B			
C			
D			
E			
F			
G			
H			
I			
J			

Schedule D: Authentication

To expedite the fulfillment of your Ovid order, please note the following: (1). Test and validate all IP addresses prior to submission of this form; (2). The following IP addresses are valid: XXX.XX.XXX.XXX to XXX.XX.XXX.XXX and XXX.XX.XXX.XXX to XXX.XX.XXX.XXX.

Site Code	Password?	IP Start	IP End
A		.	.
B		.	.
C		.	.
D		.	.
E		.	.
F		.	.
G		.	.
H		.	.
I		.	.
J		.	.

Schedule E: Account Preferences

Change only those preferences which differ from the default settings; it will be understood that unless there are changes, the default settings are accepted.

	Default	A	B	C	D	E	F	G	H	I	J
News Page	Ovid										
Display database List at startup?	Yes										
Default database at startup?	No										
Allow basic mode?	Yes										
Default search mode	Advanced										
Server timeout	15 min.										
Max. number of citations											
Focus enabled?	Yes										
Show subheadings?	Yes										
Allow permanent saves?	No										
Time for temporary save (hours)	24 hrs.										
Allow email "From"?	Yes										
Number of citations to display	10										
Search history display lines											
Number of index values	10										
Additional customization required?	No										

Schedule F: Additional Products Form of Addendum

THIS IS AN ADDENDUM to that certain Ovid Technologies, Inc. Perpetual Access Database License Agreement dated as of _____, 201_, (the “**Agreement**”) by and between Ovid Technologies, Inc. (“**Ovid**”) and _____ (“**Purchaser**”), and shall be considered part of the Agreement. Pursuant to this Addendum, Ovid is hereby granting, and Purchaser is hereby accepting, a license to the additional Product(s) listed below. The Product(s) listed below shall be considered within the term “Product” as defined in the Agreement, and are being licensed to Purchaser under and subject to all the terms and conditions of the Agreement as if these Product(s) were originally listed in Schedule B of the Agreement.

Name of Product(s)	Users

License Fee for the Product(s) listed above: _____.

The License Fee is payable as follows: _____

IN WITNESS WHEREOF, Ovid and Purchaser have executed this Addendum as of this __ day of _____, 201_.

OVID TECHNOLOGIES, INC.

[PURCHASER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Schedule G: Additional Terms, Conditions and Agreements

Receipt of Electronic Copy of Product

By signing below (and subject to Ovid's acceptance), Purchaser hereby confirms that it wishes to purchase an electronic copy of the Product(s) ("**Electronic Copy**") on the following terms and conditions:

1. Purchaser agrees to pay the media, fulfillment and delivery fee below in consideration of the Electronic Copy. This media, fulfillment and delivery fee shall be due and payable within thirty (30) days of the date of an invoice from Ovid, which invoice will not be dated prior to shipment of the Electronic Copy.
2. Ovid shall use commercially reasonable efforts to ship the Electronic Copy within 90 days of Ovid's receipt of a signed copy of this Schedule G.
3. The Electronic Copy shall be considered within the term "Product" as defined in the Agreement, and is being sold to Purchaser under and subject to all the terms and conditions of the Agreement, including without limitation, those under the Sections captioned "Use of the Product" and "Limited Warranties and Limited Liabilities." Notwithstanding the foregoing, Purchaser's purchase of the Electronic Copy shall be a separate transaction from Purchaser's purchase of all other Products, and any breach of this of the Agreement or of this Schedule G, with respect to the Electronic Copy by either party shall not constitute a breach with respect to any other Product (or Electronic Copy thereof). In the event of any conflict between the express terms of this Schedule G and the main body of the Agreement, the terms of this Schedule G shall control.

MEDIA, FULFILLMENT AND DELIVERY FEE FOR THE ELECTRONIC COPY: \$_____

[PURCHASER]

ACCEPTED: OVID TECHNOLOGIES, INC.

By: _____

By: _____

Name: _____

Name: _____