McGraw-Hill Professional Digital Subscriptions
License Agreement ("Agreement")

This Agreement entered into as of the ___ day of _____________, 2011 (the "Effective Date") is made by and between The McGraw-Hill Companies, Inc., a New York corporation, whose principal office is located at 1221 Avenue of the Americas, New York NY 10020 ("MH") and ____________________________, whose principal office is located at ____________________________ ("Licensee").

WHEREAS, Subscribed Materials are made available by MH via electronic media;

WHEREAS, Licensee desires an Agreement to access and use the Subscribed Materials in the manner described below in accordance with this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions: As used in this Agreement, the following terms have the designated meanings:

   "Subscribed Materials" refers to MH Online Owned Content (as defined below) incorporated into the online sites, as specified in Exhibit A and any addenda to Exhibit A.

   "Licensee" refers to the following institution: ____________________________

   "Authorized User(s)" refers to the category of users to be selected from the options below and identified in Exhibit A hereto:

   A. Academic

   Authorized Users are current members of the faculty and other staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently enrolled students at the Licensee’s institution, who are permitted to access the Secure Network from within the Licensee’s library premises ("Library Premises") or from such other places where such Authorized Users are permitted to access the Secure Network for work or study (including Authorized Users’ offices and homes, halls of residence and student dormitories) and who have been provided by the Licensee with a password or other authentication, together with other persons who are permitted to utilize the Licensee’s library facilities to access the Secure Network but only from computer terminals within the Library Premises."

   B. Hospital

   Authorized Users are current members of the staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) who are permitted to access the Licensee’s network from within the Licensee’s and each member’s premises or from such other places where Authorized Users (including Authorized Users’ offices and homes) from where such Authorized Users are permitted to access Licensee’s network for work or study been provided by means of a password or other authentication provided by Licensee.

   C. Corporate

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

Amended 25 October 2011, Exhibit B, clause 3(a)
D. Walk-ins

Patrons of Licensee who are physically present at Licensee's site, with no authorization required, and are accessing the Subscribed Materials solely from Licensee's site using only Licensee’s facilities.

“MH Online Owned Content” means information and content entered into the Subscribed Materials by MH’s employees and/or its licensors, including, without limitation, those authorized representatives who are editors or who are otherwise designated by MH.

“Other Content” means any other information entered into the Subscribed Materials by Authorized Users or other persons.

2. Authorized Use of MH Owned Content.

   a. All of the MH Online Owned Content is either the property of MH or is licensed to MH and is protected by copyright and other intellectual property laws. During the term of this Agreement as defined herein and subject to Subscriber’s payment of the fees set out in Exhibit A, MH hereby grants to Licensee a non-exclusive, non-transferable license to allow only its Authorized Users to access and use the Subscribed Materials under the terms described in this Agreement. Licensee agrees to comply with the use restrictions set out in Exhibit B hereto. Licensee shall honor all reasonable requests by MH to protect MH’s proprietary interests in the Subscribed Materials. Except for the limited rights given to Licensee herein, all rights in the Subscribed Materials are reserved by MH.

   b. Authorized Users will be obligated to use the Subscribed Materials in accordance with the Terms of Use set out in the website for the Subscribed Materials. In the event of any unauthorized use of the Subscribed Materials by an Authorized User, Licensee shall cooperate with MH in the investigation of any unauthorized use of which it is made aware if requested to do so by MH and shall use best efforts to remedy such unauthorized use and prevent its recurrence. MH may terminate such Authorized User's access to the Subscribed Materials. In addition to any remedies available herein, in the case of unauthorized use which in MH’s judgment is causing or will cause serious material harm, MH may temporarily suspend an individual Authorized User's access to the Subscribed Materials (e.g., by blocking an individual user's IP address or other means).

3. Updates and Revisions; Adding Subscribed Materials to the Agreement

   (a) MH has the right to revise or update the Subscribed Materials at any time during the term of the Agreement.

   (b) The parties may agree to add additional Subscribed Materials to the Agreement by executing an addendum to Exhibit A in the form set out in Exhibit A-1 hereto, and in such event all such addenda will be added to the Agreement and use of such additional Subscribed Materials will be governed by the terms of this Agreement.

4. Term

This Agreement will commence as of the Effective Date and will continue for the subscription terms set out in Exhibit A for each of the Subscribed Materials subscribed to, and is non-cancellable by Subscriber for the term subscribed to by Subscriber. This License will remain in effect until terminated by McGraw-Hill, as provided for in this Agreement, or unless Subscriber fails to pay the fee for the renewal Term in the applicable invoice or notifies MH at least 30 days prior to the end of the current term that it will not renew the term for such Subscribed Materials. McGraw-Hill also has the right to terminate this Agreement if it does not receive payment for the applicable Subscribed Materials.

5. Fees and Payment Terms

Licensee agrees to pay the applicable annual subscription fee and any related fees and charges

Amended 25 October 2011, Exhibit B, clause 3(a)
for access to the Subscribed Materials as set out in Exhibit A. In addition to all other rights and remedies available to MH in law or in equity, MH also may suspend delivery of the Subscribed Materials if it has not received payment of the applicable fee for such Subscribed Materials.

6. **NO WARRANTIES/LIMITATIONS ON LIABILITY**

THE SUBSCRIBED MATERIALS AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS. NEITHER MH NOR THE MH DESIGNATED ONLINE PROVIDERS MAKE ANY GUARANTEES OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO ANY SUCH SITE OR THE INFORMATION THEREIN OR ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS, CURRENTNESS, OR RESULTS TO BE OBTAINED FROM ACCESSING AND USING ANY OF THE SUBSCRIBED MATERIALS, OR ANY MATERIAL WHICH CAN BE ACCESSED (VIA A DIRECT OR INDIRECT HYPERLINK OR OTHERWISE) THROUGH ANY SUCH SITE. ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARE DISCLAIMED. ANY MATERIAL OR DATA OBTAINED THROUGH USE OF ANY OF THE SUBSCRIBED MATERIALS SITES IS AT YOUR OWN DISCRETION AND RISK AND LICENSEE UNDERSTANDS THAT IT WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA.

MEDICINE IS AN EVER-CHANGING SCIENCE. AS NEW RESEARCH AND CLINICAL EXPERIENCE BROADEN OUR KNOWLEDGE, CHANGES IN TREATMENT AND DRUG THERAPY ARE REQUIRED. MH AND THE MH DESIGNATED ONLINE PROVIDERS HAVE CHECKED WITH SOURCES BELIEVED TO BE RELIABLE IN THEIR EFFORTS TO PROVIDE INFORMATION THAT IS COMPLETE AND GENERALLY IN ACCORD WITH THE STANDARDS ACCEPTED AT THE TIME OF PUBLICATION. HOWEVER, IN VIEW OF THE POSSIBILITY OF HUMAN ERROR OR CHANGES IN MEDICAL SCIENCES, NEITHER MH NOR THE MH DESIGNATED ONLINE PROVIDERS WARRANTS THAT THE INFORMATION CONTAINED ON ANY OF THE SUBSCRIBED MATERIALS SITES IS IN EVERY RESPECT ACCURATE OR COMPLETE, AND THEY ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION. AUTHORIZED USERS ARE ENCOURAGED TO CONFIRM THE INFORMATION CONTAINED ON ANY OF THE SUBSCRIBED MATERIALS SITES WITH OTHER SOURCES. FOR EXAMPLE, AND IN PARTICULAR, AUTHORIZED USERS ARE ADVISED TO CHECK THE PRODUCT INFORMATION SHEET INCLUDED IN THE PACKAGE OF EACH DRUG THEY PLAN TO ADMINISTER TO BE CERTAIN THAT THE INFORMATION CONTAINED IN ANY OF THE SUBSCRIBED MATERIALS SITES IS ACCURATE AND THAT CHANGES HAVE NOT BEEN MADE IN THE RECOMMENDED DOSE OR IN THE CONTRAINDICATIONS FOR ADMINISTRATION. THIS RECOMMENDATION IS PARTICULARLY IMPORTANT IN CONNECTION WITH NEW OR INFREQUENTLY USED DRUGS. NEITHER MH NOR THE MH DESIGNATED ONLINE PROVIDERS SHALL BE LIABLE TO LICENSEE OR TO ANY AUTHORIZED USER OR ANYONE ELSE FOR ANY INACCURACY, DELAY, INTERRUPTION IN SERVICE, ERROR OR OMISSION, REGARDLESS OF CAUSE, OR FOR ANY DAMAGES RESULTING THEREFROM.

IN NO EVENT WILL MH OR THE MH DESIGNATED ONLINE PROVIDERS, BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF ANY OF THE SUBSCRIBED MATERIALS. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF MH AND ITS MH DESIGNATED ONLINE PROVIDERS IN ANY AND ALL CATEGORIES, WHETHER ARISING FROM AGREEMENT, WARRANTY, NEGLIGENCE, OR OTHERWISE, EXCEED ONE-FIFTH (1/5) OF THE ANNUAL FEE PAID BY LICENSEE FOR THE SUBSCRIBED MATERIALS.

7. **Notices**

Notices shall be given in writing and shall be effective when either served by personal delivery upon receipt via United States mail, return receipt requested postage prepaid, or by national overnight delivery.
service or by facsimile with receipt of confirmation, to the addresses listed below:

If to MH:
McGraw-Hill Professional Book Group
The McGraw-Hill Companies, Inc.
1221 Avenue of the Americas
New York, New York 10020
Attn: __________________________
Fax: (212) ____________
Phone: ____________
Email: ____________@mcgraw-hill.com

If to Licensee:
Address: __________________________
_________________________________
_________________________________
Fax: (___) ____________
Phone: (___) ____________
Email: ____________@ __________

8. General.

a. Licensee is responsible for all sales, use or similar taxes relating to the license under this Agreement.

b. This Agreement constitutes the entire agreement between Licensee and MH relating to the applicable Subscribed Materials subscribed to herein and supersedes any and all other agreements, oral or in writing, with respect to such materials. This Agreement may be modified only by a written instrument signed by both parties. The failure of MH to insist upon strict compliance with any term of this Agreement shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision. Licensee may not assign any rights or obligations of this Agreement and any assignment without MH's prior written consent, including any assignment by operation of law, shall be null and void. If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. This Agreement and the rights and obligations of Licensee and its Authorized Users, shall be governed by the internal laws of the State of New York, without regard to its choice of law provisions, as if the Agreement was a contract wholly entered into and performed within New York State.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

The McGraw-Hill Companies, Inc
By: __________________________
Name: __________________________
Title: __________________________
Date: __________________________

Licensee: __________________________
By: __________________________
Name: __________________________
Title: __________________________
Date: __________________________
EXHIBIT A

to Institutional License Agreement

SUBSCRIBED MATERIALS, SPECIFICATIONS AND PRICING

The following are the Subscribed Materials, Subscription Term, Fee and other specifics for Subscribed Materials subscribed to by Licensee under the Agreement.

1. Subscribed Materials

The Subscribed Materials are as follows:

Product Name: ____________________________
Website Address: __________________________

2. Subscription Term

(a) Unless otherwise specified in 2(b) below, the subscription term for the Subscribed Materials shall be for an Initial Term of one (1) year from initial activation of the subscription, and thereafter renewed for additional one (1) year terms (each a “Renewal Term”), provided MH has chosen to renew the subscription and has sent an invoice for such Renewal Term to Licensee and received Licensee’s payment of the fee in such invoice in accordance with the payment terms therein. If Licensee chooses not to renew the subscription, it shall notify MH prior to commencement of the Renewal Term.

(b) If the following is filled in, the following shall apply in lieu of the subscription term set out in 2(a) above: The subscription term for the Subscribed Materials set out in 1(a) above shall be as follows:

Subscription Start Date: ________,
Subscription End Date: ________

3. Category of Authorized Users and Number of Users

Authorized User Category (check):  ____ Academic
____ Corporate
____ Hospital
____ Walk-ins

Number of concurrent Authorized Users: _____

4. Additional sites

Address(es) of additional accessing sites:
________________________________________
________________________________________

5. Subscription Fee:

The fee for the Subscription Term set out in Section 2 above is as follows, to cover only the number and category of Authorized Users set out in Section 3 above. The payment terms shall be as set out in the MH invoice for the subscription:

Subscription Fee: $__________ for ___________

Unless otherwise specified herein, the foregoing fee shall be for the Initial Term set out in Section 2(a) above or for the initial subscription period set out in Section 2(b) above, and the fee for any Renewal Term in Section 2(a) or any subsequent subscription period after the period in Section 2(b) shall be as set out in the MH invoice.

Amended 25 October 2011, Exhibit B, clause 3(a)
6. Access Validation Method(s)

(List of IP addresses, if applicable)
EXHIBIT A-1 – Form for Addendum to Exhibit A

Pursuant to Section 3(b) of the Agreement, additional Subscribed Materials may be added to the Agreement by executing the following Addendum to Exhibit A, and such additional Addendum will be incorporated as part of the Agreement:

ADDENDUM No ___ TO EXHIBIT A

By signing below, the parties agree to add the following Subscribed Materials and related terms to the Agreement between Licensee and MH dated as of ____________:

SUBSCRIBED MATERIALS, SPECIFICATIONS AND PRICING

The following are the Subscribed Materials, Subscription Term, Fee and other specifics for Subscribed Materials subscribed to by Licensee under the Agreement.

1. Subscribed Materials

The Subscribed Materials are as follows:

Product Name: ___________________________
Website Address: _________________________

2. Subscription Term

(a) Unless otherwise specified in 2(b) below, the subscription term for the Subscribed Materials shall be for an Initial Term of one (1) year from initial activation of the subscription, and thereafter renewed for additional one (1) year terms (each a “Renewal Term”), provided MH has chosen to renew the subscription and has sent an invoice for such Renewal Term to Licensee and received Licensee’s payment of the fee in such invoice in accordance with the payment terms therein. If Licensee chooses not to renew the subscription, it shall notify MH prior to commencement of the Renewal Term.

(b) If the following is filled in, the following shall apply in lieu of the subscription term set out in 2(a) above: The subscription term for the Subscribed Materials set out in 1(a) above shall be as follows:

   Subscription Start Date: ________,
   Subscription End Date: ________

3. Category of Authorized Users and Number of Users

Authorized User Category (check):  ____ Academic
                                 ____ Corporate
                                 ____ Hospital
                                 ____ Walk-ins

Number of concurrent Authorized Users: _____

4. Additional sites

Address(es) of additional accessing sites:
_________________________________________
_________________________________________
_________________________________________

5. Subscription Fee:

The fee for the Subscription Term set out in Section 2 above is as follows, to cover only the number and
category of Authorized Users set out in Section 3 above. The payment terms shall be as set out in the MH invoice for the subscription:

Subscription Fee: $__________ for __________

Unless otherwise specified herein, the foregoing fee shall be for the Initial Term set out in Section 2(a) above or for the initial subscription period set out in Section 2(b) above, and the fee for any Renewal Term in Section 2(a) or any subsequent subscription period after the period in Section 2(b) shall be as set out in the MH invoice.

6. Access Validation Method(s)

(List of IP addresses, if applicable)

The terms of this Addendum agreed to by:

Licensee: _______________________
Address: _______________________
                        ___________  __________  Zip __________
Country __________

By: _______________________________
Signature
Name: _______________________________
Title: _______________________________
EXHIBIT B

to Institutional License Agreement

Terms of Use

Licensee’s use of the Subscribed Materials shall be governed by and comply with the following terms of use:

1. **Use Restrictions**
   
   a. Licensee and its Authorized Users shall only be permitted to access and utilize the MH Owned Content for research or study purposes. Neither Licensee nor its Authorized Users may otherwise copy, transmit, rent, lend, sell or modify any of the subscribed Materials or modify or remove any proprietary notices contained therein or create derivative works based on materials therefrom.
   
   b. Neither Licensee nor its Authorized Users may forward or disseminate any portion of the Subscribed Materials through electronic or other means, including through the use of mail lists or electronic bulletin boards. Licensee nor its Authorized Users agree not to restrict or inhibit any other Authorized User’s access to, or use of, the Subscribed Materials.
   
   c. Licensee may not re-license nor authorize any party to co-brand any of the content pages of the Subscribed Materials. For purposes of this Agreement, the terms “co-brand” or “co-branding” mean to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute the MH Online Owned Content.
   
   d. Licensee shall not knowingly permit anyone other than the Authorized Users to use or access the Subscribed Materials.
   
   e. Licensee shall not modify or create a derivative work of the Subscribed Materials without the prior written permission of MH.
   
   f. Licensee may not remove, obscure or modify any copyright or other notices included in the Subscribed Materials.
   
   g. Other than as specifically permitted in this Agreement, Licensee may not use the Subscribed Materials for commercial purposes, including but not limited to the sale of the Subscribed Materials or bulk reproduction or distribution of the Subscribed Materials.

2. **Other Content.**

   a. Neither MH nor its licensors have any responsibility for Other Content, including the content of any messages or information posted by Licensee, its Authorized Users or others or for the content or information accessible via direct or indirect hyperlinks from the Subscribed Materials. However, MH retains the right, which it may or may not exercise in its sole discretion, to review, edit or delete Other Content that MH deems to be illegal, offensive, or otherwise inappropriate.
   
   b. Licensee may not input or distribute any material through Subscribed Materials that is promotional in nature, including solicitations for funds or business, without the prior written authorization of MH.

3. **Licensee Indemnification**

   a. Licensee, at its own cost and expense, agrees to defend, indemnify and hold harmless MH and its licensors from and against all damages, liabilities, costs, judgments, charges and expenses, including reasonable attorneys’ fees, which MH, its affiliates, employees and licensors may incur as a result of: (i) Licensee’s or its Authorized Users’ violation of this Agreement; (ii) material entered into the Subscribed
Materials by Licensee or its Authorized Users with the use of the Licensee’s screen name or password; or (iii) otherwise due to or arising out of Licensee’s use of the Subscribed Materials. MH reserves the right, at its own expense, to participate in the defense of any such claim or litigation through counsel of its own choosing. However, this indemnity will not apply to claims that arose from a user’s unauthorized use of the online subscriptions provided that such use is without the express or implied consent of Licensee; Licensee promptly notifies MH of any such use of which it becomes aware; and Licensee takes all reasonable steps to cause cessation of such activity. Licensee agrees to cooperate with MH in any investigation of such infringements or unauthorized uses. MH shall have the sole right, at its expense, to bring any action on account of such infringements or unauthorized uses.

4. MH Indemnification

a. MH, at its own cost and expense, shall defend, indemnify and hold harmless Licensee from and against all losses, damages, liabilities, costs, judgments, charges and expenses, including reasonable attorney’s fees, directly incurred by Licensee relating to any third party claim or litigation against Licensee alleging that Subscribed Materials (as furnished by MH) infringe on any copyright, trademark or U.S. patent right of any third party, provided however that Licensee’s use is in compliance with the provisions of this Agreement.

b. The indemnification obligations contained in this Section shall be subject to (i) MH being notified promptly of any claim or litigation that is subject to such indemnification obligation, and (ii) MH, at its election, being allowed to control the defense and/or settlement of any such claim or litigation and approve any settlement. Licensee shall have the right, at its own expense, to participate in the defense of any such claim or litigation through counsel of its own choosing, and shall in any event cooperate reasonably with MH in the defense of such claim or litigation.

5. Proprietary Rights

All proprietary rights in the Subscribed Materials, including all products and software contained therein are and shall remain the property of MH and its third-party licensors. Licensee expressly acknowledges that the Subscribed Materials are compiled, prepared, revised, selected and arranged by MH and its third-party licensors through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money, and that the Subscribed Materials constitute valuable intellectual property of MH and its third-party licensors. Licensee agrees to protect the copyrights, trade secrets, and other proprietary rights of MH and its third-party licensors in the Subscribed Materials, including, but not limited to, any contractual, statutory, and common law rights and to limit the use of and access to the Subscribed Materials only to those uses and accesses expressly permitted hereunder.