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THE PURPOSE OF THE SITE, THE CONTENT, AND THE AGREEMENT IS TO ALLOW WKH TO DELIVER THE SERVICE TO YOU AS REQUESTER IN ELECTRONIC FORM. TO USE OR ACCESS THE SITE OR CONTENT, YOU MUST AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT BY CLICKING “I ACCEPT” WHERE INDICATED. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU HAVE NO RIGHT OR AUTHORITY TO ACCESS OR USE THE CONTENT OR SITE OR EXERCISE ANY OTHER RIGHT IN CONNECTION THEREWITH.

1. License from WKH. Subject to the terms of this Agreement, WKH grants to Requester, and Requester hereby accepts, a limited, terminable, revocable, nontransferable, nonexclusive, nonsublicenseable license to access and use (only as provided in this Section 1) the Content and Site, only in accordance with this Agreement. Requester may use the Site only in the connection with accessing, viewing, or using the content, material, or services available on or through the Site and may use the materials provided on or by the Service only in connection with internal business purposes and only in accordance with this Agreement. WKH’s Web Terms and Conditions [http://journals.lww.com/_layouts/oaks.journals/terms.aspx] is incorporated into this Agreement by reference, as if set forth fully herein.

2. Prohibited Uses.

a. Only one individual may access a Service at the same time using the same user name or password, unless WKH agrees in writing otherwise.

b. The text, graphics, images, video, data, design, organization, compilation, look and feel, advertising and all other protectable intellectual property (the “**Content**”) available through the Site and in the Content are the property of WKH or the property of its advertisers and licensors and are protected by copyright and other intellectual property laws. Unless Requester has WKH’s written consent, Requester may not, nor shall it permit any third party to, sell, publish, modify, adapt, translate, create derivative works based upon, distribute, retransmit or otherwise provide access to the Content received through the Site or in the Content to anyone.

c. Unless Requester has WKH’s written consent, Requester agrees not to rearrange or modify the Content. Requester agrees not to create abstracts from, scrape or display Content for use on another web site or service. Requester agrees not to post any content from the Service to weblogs, newsgroups, mail lists or electronic bulletin boards, without our written consent.

d. Except as expressly permitted above, Requester shall not do, nor shall it permit any third party to do, any of the following: (a) remove, erase, or tamper with any copyright or other proprietary notice printed or stamped on or affixed to the Content or the Site, or fail to preserve all copyright and other proprietary notices on the Content or on any material contained on the Site; (b) refer to or otherwise use any Service as part of any effort to develop a service having any functional attributes, content, visual expressions or other features similar to those of the Service or to compete with WKH; (c) use the Service to provide, alone or in combination with any other product or service, any product or service to any person, whether on a fee basis or otherwise; (d) re-engineer, reverse engineer, decompile, or disassemble the Service; or (e) attempt to do any of the foregoing. Any and all rights in and to the Service, not explicitly granted to Requester under this Agreement, are

expressly reserved by and to WKH, and Requester shall not exercise any rights in or to the Service, except to the extent explicitly stated in this Agreement.

3. Proprietary Rights. As between WKH and the Requester, the Content, Site Content, and all rights, including without limitation, Intellectual Property Rights (defined below), title, and interest therein and thereto lie exclusively with WKH or its partners. This Agreement is not an agreement of sale, and no title, interest, or Intellectual Property Rights or other ownership rights to the Content or Site are transferred to Requester pursuant to this Agreement, except as explicitly stated herein. Requester acknowledges that the restrictions in this Agreement are reasonable and necessary to protect WKH’s legitimate business interests. “**Intellectual Property Rights**” means any and all intellectual property rights and industrial property rights (throughout the universe, in all media, now existing or created in the future, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including without limitation, all (a) rights associated with works of authorship including, but not limited to, copyrights, copyright applications, copyright registrations, and rights to prepare derivative works; (b) rights in trademarks, service marks, trade names, logos, symbols, and the like; (c) rights analogous to those set forth in this definition and any and all other proprietary rights relating to intangible property; and (d) rights to sue for past, present, and future infringement of any and all such intellectual property rights and industrial property rights. Without limiting the generality of the foregoing, except as otherwise required under this Agreement, Requester shall not use, and shall not permit the use of, any of WKH’s names, slogans, symbols, logos, or other trade or service marks, or other identifiers, in any manner without WKH’s prior written approval. Requester shall promptly notify WKH if Requester learns of any unauthorized use of any Content, Content, the Site, or Intellectual Property Rights. Requester shall provide all cooperation and assistance requested by WKH in connection with or related to WKH’s efforts to protect its or its partners Intellectual Property Rights.

The parties each acknowledge that any breach of Section 2 will irreparably harm WKH or its partners and that WKH or its partners would not have an adequate remedy at law for such breach. Requester agrees and consents that in the event of such breach, WKH shall be entitled, without posting bond, in addition to all other rights and remedies to which WKH may be entitled, to have a decree of specific performance or an injunction issued requiring any such violation to be cured and enjoining all persons involved from continuing the violation. The existence of any claim or cause of action that Requester or any other person may have against WKH shall not constitute a defense or bar the enforcement of this Section 3. Requester acknowledges that the restrictions in this Section 3 are reasonable and necessary to protect legitimate business interests of WKH.

4. Disclaimers. NEITHER WKH NOR ANY OTHER THIRD PARTY PARTNERS OF WKH MAKE ANY REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE OR ANY OTHER MATTER PERTAINING TO THIS AGREEMENT. WKH IS NOT RESPONSIBLE FOR BUSINESS DECISIONS, DAMAGES OR OTHER LOSSES RESULTING FROM USE OF THE SERVICE AND ANY OTHER PRODUCT, SERVICE, MATERIAL, OR INFORMATION OFFERED BY WKH UNDER OR IN CONNECTION WITH THIS AGREEMENT ARE OFFERED "AS IS" AND "WITH ALL FAULTS." WKH MAKES NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THE SERVICE AND ANY OTHER PRODUCT, SERVICE, OR INFORMATION OFFERED BY WKH UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THE PRESENT OR FUTURE METHODOLOGY, PROCESS, OR METHOD EMPLOYED BY WKH FOR PROVIDING THE SERVICE, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INTERFERENCE, QUALITY, TITLE, NON-INFRINGEMENT, OR THAT THE SERVICE WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE, FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR MEET REQUESTER'S REQUIREMENTS.

5. Limitation of Liability. NEITHER WKH NOR ITS THIRD PARTY PARTNERS SHALL BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS, WHICH MAY OR DO RESULT FROM OR RELATE TO THE USE OF, ACCESS TO, OR INABILITY TO USE THE SERVICE OR ANY OTHER PRODUCTS, SERVICES, MATERIALS, AND INFORMATION OFFERED BY WKH UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THE FAILURE OF WKH TO PROVIDE THE SERVICE FOR ANY REASON AT ANY TIME, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT ANY PARTY HAD BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF WKH TO REQUESTER OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH, BASED UPON, OR ARISING FROM THE SERVICE OR ANY OTHER PRODUCTS, SERVICES, MATERIALS, AND INFORMATION OFFERED BY WKH UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL OF ALL AMOUNTS PAID BY REQUESTER TO WKH OR ITS AGENTS DURING THE SIX-MONTH PERIOD PRECEDING THE DATE THE EVENTS GIVING RISE TO THE LIABILITY AROSE.

6. Indemnification. Requester shall indemnify and hold harmless WKH and its directors, officers, employees, agents, and contractors ("Indemnitees") from and against all actions, suits, hearings, and other proceedings of third parties and of WKH ("Claims"), and all judgments, losses, obligations, risks, awards, settlements, compromises, liabilities, damages, costs, and expenses (including without limitation, reasonable attorneys' fees and

attorneys' disbursements) arising out of or incurred in connection with (a) any actual or alleged breach of this Agreement or use of the Service by Requester, or its directors, officers, customers, employees, agents, representatives, or contractors, and (b) Requester's fraud, negligence, or willful misconduct in connection with this Agreement or its use of or access to the Service. Requester assumes the sole responsibility for the selection of materials or Content from the Site to achieve Requester's intended results, the use of the Service, and the results attained from such selection and use. Requester shall defend Indemnitees, at Requester's sole cost and expense, against any and all Claims against Indemnitees arising from or related to Requester's selection or use of materials from the Service whether or not such use is in accordance with this Agreement and shall indemnify and hold Indemnitees harmless from any and all judgments, losses, liabilities, damages, costs, and expenses (including without limitation, reasonable attorney's fees and attorney's disbursements) arising out of or incurred in connection with such Claims. WKH shall have the right to control the settlement of any Claims with respect to which it is entitled to indemnification hereunder.

7. Third Party Materials, Products and Services. The Service is available for informational purposes only. Use of the Service and any other material or content on and made available through the Service is entirely at Requester's own risk. WKH expressly disclaims any and all responsibility for or related to the materials, products or services provided by third parties or the transactions you conduct or enter into with third parties. Additionally, the Site may, from time to time, contain links to other Internet Web sites for the convenience of users in locating information, products, or services that may be of interest. WKH expressly disclaims any and all responsibility for the content, the accuracy of the information, or quality of products or services provided by or advertised on these third-party sites.

8. Term and Termination. This Agreement shall govern any and all access to the Service, at any time and from any location. This Agreement, and all licenses hereunder, shall automatically terminate without notice upon expiration or termination of Requester's account with WKH. WKH may terminate this Agreement immediately by giving notice of termination to Requester, and without prejudice to any other rights or remedies WKH may have. Upon the expiration or termination of this Agreement, whether under this Section or otherwise, Requester shall cease all use of and access to the Service. Sections 2, 3, 5, 6, 10, and 16 survive any expiration or termination of this Agreement.

9. Your Account. Registration data and other information about you are subject to our Privacy Statement [http://journals.lww.com/_layouts/oaks.journals/privacy.aspx], which is incorporated into this Agreement by reference, as if set forth fully herein. If you access a Service using a password, you are solely responsible for maintaining the confidentiality of that password.

10. Fees and Payments. You agree to pay the fees and any other charges incurred in connection with your use of the Service (including any applicable taxes) at the rates in effect when the charges were incurred. WKH will bill all charges automatically to your credit card. Unless WKH states in writing otherwise, all fees and charges are nonrefundable. WKH may change the fees and charges then in effect, or add new fees or charges, by giving you notice in advance. If your access to the Service is provided by, or through a third party, or if you have paid for access to the Service in connection with your purchase or subscription to a WKH product or publication, some or all of the "Fees and Payments" terms may not apply to you. Please contact the third party for details.

11. Compliance with Laws. Requester shall comply with all applicable laws and regulations.

12. Assignment. Requester may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without WKH's prior written consent. Any attempted assignment in violation of this Section 12 shall be void.

13. Independent Contractor. WKH and Requester are each independent contractors and neither party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party, or to bind the other party in any manner or thing whatsoever. The parties do not intend to form a partnership or joint venture as a result of this Agreement.

14. Not Medical Advice. We are not a health care provider. No information provided to Requester should be construed as medical advice and/or treatment. No physician/patient relationship is created between WKH and Requester or any other person by reason of your use of the Service or under any circumstances. Any inquiries or concerns about health-related matters should be addressed to a physician or other medical professional. It is Requester's responsibility to understand and follow the course of treatment prescribed by any health care professional. Some drugs and medical devices described on this Site have Food and Drug Administration (FDA) clearance for limited use in restricted research settings and to treat only specifically approved medical conditions. It is the responsibility of the health care provider to ascertain the FDA status of each drug or device planned for use in their clinical practice. WKH does not endorse or suggest any particular medical tests, pharmaceutical products, physicians or other health providers, products, or medical procedures WKH may detail or describe on this Site. Requester's reliance on any information provided by this Site is solely at Requester's own risk.

15. Notices. WKH may give notice by means of a general notice on the Site, electronic mail to your e-mail address on record in WKH's account information, or by written communication sent by first class mail or pre-paid post to your address on record in WKH's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). Requester may give notice to WKH (such notice shall be deemed given when received by WKH) at any time by sending an email to CustomerService@lww.com.

16. Modification to Terms. WKH reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Site. Requester is responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute Requester's consent to such changes.

17. General. This Agreement shall be governed exclusively by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws provisions, and the exclusive jurisdiction and venue for any and all disputes arising out of this Agreement or related to the Service are in the state and federal courts located in Philadelphia, Pennsylvania. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the subject matter of this Agreement, and

this Agreement supersedes any and all prior oral or written communications, proposals, representations, and agreements. Except as otherwise provided in this Agreement, this Agreement may be amended only by mutual agreement expressed in writing and signed by both parties, and any attempted amendment in violation of this Section shall be void. Section headings are for reference only and shall not affect the interpretation of this Agreement. The waiver or failure of either party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. The parties do not intend, nor shall any clause be interpreted, to create under this Agreement any obligations of WKH in favor of, benefits to, or rights in, any third party. Should any term or provision of this Agreement be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the parties as nearly as possible in accordance with applicable law and the remainder of this Agreement.