



**Ovid Technologies, Inc.
Online License Agreement**

The parties to this Online License Agreement are **Ovid Technologies, Inc.**, a Delaware corporation having offices at 333 Seventh Avenue, New York, NY 10001 (hereinafter referred to as "Ovid") and the **Subscriber**, which is the institution or organization that orders and will pay the fee for access to one or more Products (hereinafter referred to as "Subscriber"), and which represents the Authorized Users as defined in below (collectively with Ovid, referred to as the "**Parties**"). This license agreement provides for use by Subscriber and its Authorized Users of the Products, as defined below, through Ovid's remote database access service for a fixed fee, subject to the terms and conditions set forth below (the "**Agreement**"). Additional Products may be licensed pursuant to this Agreement by Ovid and Subscriber's execution of one or more quotes, purchase orders, addenda or schedules to this Agreement (each such quote, purchase order, addendum or 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 Subscriber site composed of (i) single or multiple institutions, (ii) single or multiple geographic locations or (iii) a combination of the aforementioned for which Subscriber requests designation by Ovid as sites authorized to access the Products. A list of Authorized Site(s) for purposes of this Agreement is provided to Subscriber as part of an Addendum. In the event that Subscriber 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 subscription fees, at Ovid's discretion.
- 1.2. "**Authorized Users**" mean: (i) Subscriber; (ii) employees of Subscriber and independent contractors of Subscriber solely to the extent they are accessing the Product(s) for the benefit of Subscriber, if Subscriber is a corporation or other organization; provided however, that employees or independent contractors of an entity which is acquired by or merged with the Subscriber 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 Subscriber, if Subscriber is an academic institution; (iv) residents, fellows or physicians on the medical staff of Subscriber to whom Subscriber has granted authorization to use available identification passwords, if Subscriber is a medical service provider; and (v) patrons of Subscriber, if Subscriber is a public library offering access to the Products. Such Authorized Users include authenticated users who access the Product(s) through Subscriber's Authorized Site(s) remotely through appropriate validation processes. For purposes of this Agreement, any institutions, associations or organizations related or affiliated with Subscriber 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,
 - 1.3.4. for interlibrary loan (ILL) purposes, print data obtained from searches and transmit the printed document through Subscriber's traditional ILL policies and procedures, and
 - 1.3.5. for pay-per-view (PPV) deposit account journal article access, Subscriber may only retain one print copy of the accessed article. The retained printed copy is for single use only and may not be redistributed for any purpose other than its original use, or if needed as support documentation for an FDA filing or other such use. The original e-format may not be downloaded and/or saved to any tangible medium. Any request other than for the original use would be deemed a separate use occasion and Subscriber will need to access any additional copy or copies from the PPV-deposit website.

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.

- 1.4. "**Products**" made subject to this Agreement consist of: (i) the "**Database(s)**," "**Journals**" and/or "**Books**" ordered by the Subscriber under a separate purchase order; (ii) the "**Software**," ordered by the Subscriber pursuant to a separate Addendum, 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 Authorized Users ; and (v) subscriber support services, via telephone, facsimile transmission or Internet e-mail.

2. USE OF THE PRODUCTS.

- 2.1. Ovid hereby grants to Subscriber the non-transferable, nonexclusive limited right 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 Subscriber, Ovid will issue Subscriber one or more identification password(s), such number to be determined at Ovid's discretion, to gain access to the Products. Where applicable, Subscriber 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 Subscriber, Subscriber and Authorized Users will access the Products via Internet Protocol address validation only. Subscriber 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, Subscriber is responsible for all charges against Subscriber's identification password(s). Ovid reserves the right, at its sole discretion, to alter or change Subscriber'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 Subscriber; provided, however, that such changes or modifications do not materially diminish the use and value of the Products to Subscriber.
 - 2.4. Archival Rights. Solely for Journals subscribed to during the term of this Agreement, Subscriber may be entitled to archive rights related to those Journals. Such rights are subject to change without notification to Subscriber. The current archive policy is available at: <http://www.ovid.com/site/about/terms.jsp>.
 - 2.5. Certain additional terms may apply to the Products licensed hereunder. Such additional terms are set forth on Addenda hereto and apply to the Products described therein. In the event of any conflict between the terms hereof and those specified on an Addendum hereto, the terms specified in the Addendum shall control for purposes of the Products described therein.
- 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 Subscriber by Ovid, from time to time, which affect the Authorized Users' use of the Product(s), including without limitation, changes in subscription rates, use restrictions or guidelines or termination of access to the Product(s). Those terms and conditions will prevail and control use of the relevant content. Subscriber 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. SUBSCRIBER'S OBLIGATIONS.** Subscriber 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 Subscriber by Ovid. Subscriber 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 SUBSCRIBER "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, SUBSCRIBER 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, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT OVID PROVIDES NO MEDICAL ADVICE IN CONNECTION WITH THIS AGREEMENT AND THAT SUBSCRIBER 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 SUBSCRIBER, 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 SUBSCRIPTION FEE PAID BY SUBSCRIBER TO OVID DURING THE TWELVE MONTHS PRECEDING THE EARLIEST EVENT GIVING RISE TO SUCH LIABILITY. 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, Subscriber 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 Subscriber 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 Subscriber, 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 Subscriber 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 SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT CLAIMS RELATING TO THE PRODUCT(S) OR ANY CONTENT THEREIN.

8. PAYMENT. All invoices are due thirty (30) days from the initial date of access to the Product(s), unless otherwise stated in an Addendum between the Subscriber and Ovid, and the Subscriber agrees to make payments in full for all amounts due according to their invoice(s). In the event that Subscriber fails to make prompt payment, Ovid reserves the right to terminate or suspend access to the Products until such time as Subscriber's account is made current. Subscriber will be responsible for the payment of all taxes, or other related fees incurred in connection with this Agreement. Subscriber shall timely provide Subscriber's applicable tax exemption identification number or certificate, if any, as a condition to Ovid not collecting a tax hereunder; provided that Subscriber shall remain responsible for any taxes to which such tax-exempt status does not apply. If Subscriber 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 Subscriber 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.

9.1. The initial term of this Agreement will be one (1) year from the date of initial access to the Products, unless otherwise agreed to in writing between Subscriber and Ovid. This Agreement will be automatically renewed for successive one (1) year terms at the fees current on the renewal date, or as otherwise provided to Subscriber by Ovid, unless Ovid,

Subscriber, or an Information Provider(s) gives notice of its intention to cancel the Agreement at least sixty (60) days in advance of the expiration of the then current term.

- 9.2.** This Agreement applies to any use of a Product during authorized trial periods, during the period for which a fee has been paid, and at any time when updates and new Product are being received. When the Subscriber accepts an updated version of this Agreement, the updated version will replace this version. Ovid reserves the right to cease offering the Subscriber the opportunity to renew a subscription.
- 10. TERMINATION.** If Subscriber 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 Subscriber 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 Subscriber 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 Subscriber with respect to this Agreement will not affect the terms and conditions of this Agreement, provided that Subscriber's quote for renewal shall be deemed to amend or supplement the Addenda 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 Subscriber address indicated in an Addendum by the Parties. 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 Subscriber'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, Subscriber, 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.** Subscriber 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. Subscriber 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. Subscriber shall not disclose the terms of this Agreement, except as required by law.
- 21. ASSIGNMENT.** Subscriber 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 Subscriber 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 Subscriber. 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.